

NO. S-217956
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE STRATA PROPERTY ACT, S.B.C. 1998, C.43

and

**IN THE MATTER OF THE APPLICATION FOR THE WIND-UP OF THE OWNERS,
STRATA PLAN LMS 992**

AFFIDAVIT

I, Brian Yan Muk, Software Product Manager, MAKE OATH AND SAY THAT:

1. I am the Strata Council President for The Owners, Strata Plan LMS 992 (the “Strata Corporation”), and as such have personal knowledge of the matters and facts herein set forth in this Affidavit, save and except where same are stated to be based upon information and belief and, where so stated, I verily believe same to be true.
2. The Strata Corporation is commonly referred to as “Joyce Place” and civically located at 3380 Vanness Avenue, Vancouver, BC.
3. This affidavit is made in response to the affidavits filed by the Respondents, Kenneth Kwok Ying Chan, Yue Mei Lin Chan, Che Wing Chan, Yat Sin Wong, Ardeshir Soltani Razagh Sarab and 0837963 B.C. Ltd. (the “Respondents”).
4. The developer of the Strata Corporation indicated in its disclosure statement that there would be 3 retail strata lots within the Strata Corporation located on the ground floor of the tower. Now produced, shown to me, attached hereto and marked as **Exhibit “A”** to this my affidavit is a true of the Disclosure Statement dated December 1, 1992.
5. The owners of strata lots 9 and 10 are original owners and it is my belief that owners of strata lots 9 and 10 knew or should have known that Strata Plan LMS 992 included an interest upon destruction schedule when they purchased their strata lots in 1993. Being owners for almost 30 years, the commercial owners had an opportunity to advocate for the reasonable maintenance

of the buildings in the past, especially with regards to rain screening the tower and townhouses. As 10% of residential strata lots can be rented under the Strata Corporation's bylaws, residential owners are also potentially losing out on rental income.

Repairs to the Building

6. The special general meeting held on July 11, 2020 (the "July 2020 SGM") outlined a proposed repair schedule and the Strata Council received design options in April 2021, and temporary shoring was deemed required by the Strata Corporation's engineer, RDH.

7. Repairs to the building were delayed due to number of factors:

- a) Switching of property management companies after discovering misconduct of the previous management property;
- b) Raising funds for the repair;
- c) Finding a new engineering firm; and
- d) Performing reviews, creating designs, and tendering work.

The special general meeting minutes in August 2019 and November 2019 show that the Strata Corporation attempted to raise funds for repairs, however a 3/4 vote resolution was defeated and all 3 commercial units voted against the resolution to raise \$190,000.00 for townhouse repairs. Now produced, shown to me, attached hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of the August 2019 and November 2019 special general meeting minutes.

8. Temporary repairs for the townhouses were completed in May 2021. A design services proposal for comprehensive repairs to the townhouses was commissioned in November 2020 at a cost around \$30,000.00, and received by the Strata Council in April 2021 with an estimated cost of \$2.3M, greater than the \$1.8M raised in July 2020. The Strata Council decided to wait for the result of the 80% vote strata wind-up sale resolution, prior to raising additional funds and proceeding forward with permanent repairs to ensure funds were not spent unnecessarily.

9. The Owners voted in favour of raising \$1.8 million in July 2020 after the Strata Council informed the Owners that if the special levy repair funds were not raised, an application

under s. 173 of the *Strata Property Act* would be commenced to enforce the repair of the townhouses. To date, approximately 25% of the Owners have not paid their share of the special levy and these owners may face forced sale proceedings if they are unable to pay. Now produced, shown to me, attached hereto and marked as **Exhibit “C”** to this my affidavit is a true copy of the Notice of Annual General Meeting package sent to all owners dated January 25, 2022, enclosing a copy of the Strata Corporation’s balance sheet.

Significant Unfairness

10. In response to the commercial owners’ claims of significant unfairness:
- a) the Strata Corporation’s realtors did their best to negotiate terms and acted in the best interest of the Owners;
 - b) the Strata Council did not interfere with the Respondents’ attempts to sell the Commercial Units; and
 - c) Repairs are queued and ready to proceed if the sale does not go through as the \$1.8 Million raised in July 2020 has not been returned to Owners.
11. The SL9 Respondent claims that the Strata Council interfered with the attempted sale of SL9. There was no interference by the Strata Council. On November 3, 2021, the City of Vancouver denied the cannabis’s store permit and an appeal was denied by the Board of Variance on February 8, 2022.

Pre-Paid Repairs

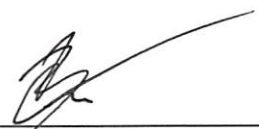
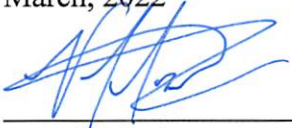
12. The Strata Council has not refused to use the special levy funds. Approximately \$30,000.00 was used to issue a design service proposal and approximately \$30,000.00 was used to perform temporary shoring for the townhouses, which included a design service proposal, drywall removal, installation, and engineering oversight.

Significant Confusion and Unfair Conduct

13. In the event the wind-up of the Strata Corporation does not proceed, Owners will be burdened with a multi-million dollar repair levy, with a high-level repair estimate in the Axiom report of approximately \$9 million (excluding interior repairs). With over 25% of owners still owing the contribution towards the \$1.8 million special levy, it appears likely that the necessary funds to refurbish the tower and townhouses will result in a number of court-ordered sale.

14. Now produced, shown to me, attached hereto and marked as **Exhibit “D”** to this my affidavit is a true copy of the Statement of Intent to Liquidate filed at the Land Title Office on January 5, 2022, under registration no. CA9622064.

SWORN BEFORE ME at New Westminster,)
Province of British Columbia, this 25th day of)
March, 2022)
)
)
)
)
A Commissioner for taking Affidavits)
in British Columbia)



BRIAN YAN MUK

Vivien Cheng Yu Hsi
Legal Assistant - Commissioner of Oaths in B.C.
HAMILTON & COMPANY
4th Floor, 500 Sixth Avenue
New Westminster, BC V3L 1V3
604.630.7462
Appointment Expires May 31, 2024

This is Exhibit "A" referred to in the
affidavit of Brian Van Mux
sworn before me at NEW WESTMINSTER
this 25th day of MARCH 2022



A Commissioner for taking Affidavits
for British Columbia

JOYCE PLACE

A Development By:

424071 B.C. LTD.
c/o 1800 - 400 Burrard Street
Vancouver, British Columbia
V6C 3A6

DISCLOSURE STATEMENT

DECEMBER 1, 1992

NEITHER THE SUPERINTENDENT OF REAL ESTATE NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA HAS, IN ANY WAY, PASSED ON THE MERITS OF THE MATTERS DEALT WITH IN THIS DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH AND ACCEPTED BY THE SUPERINTENDENT OF REAL ESTATE UNDER THE REAL ESTATE ACT OF BRITISH COLUMBIA, BUT HE HAS NOT DETERMINED WHETHER OR NOT IT COMPLIES WITH PART 2 OF THE REAL ESTATE ACT.

IN ORDER TO ENSURE THAT THE PROPERTY DESCRIBED HEREIN MEETS WITH YOUR EXPECTATIONS, IT IS RECOMMENDED THAT YOU INSPECT THE PROPERTY PERSONALLY.

I N D E X

	<u>Page</u>
1. <u>DEVELOPER</u>	1
2. <u>REAL ESTATE AGENT</u>	2
3. <u>THE DEVELOPMENT</u>	2
3.01 General Description of the Development	2
3.02 Phased Development	4
3.03 Multi-staged Development	4
3.04 Development Approval Particulars	4
3.05 Changes from Natural State	5
3.06 Flooding Dangers	5
3.07 Utilities	5
3.08 Construction, Utility and Services Financing	7
4. <u>LEGAL AND FINANCIAL MATTERS</u>	8
4.01 Legal Description and Location of Development	8
4.02 State of Title	8
4.03 Proposed Encumbrances and Covenants	9
4.04 Encumbrances Affecting More than One Lot	9
4.05 Litigation	9
5. <u>THE OFFERING</u>	9
5.01 Terms of Offering	9
5.02 Deposits	10
5.03 Property Taxes and Utility Rates	11
5.04 Operating Budget - Monthly Maintenance Fees	11
5.05 Fire and Liability Insurance	12
5.06 Material Contracts	12
6. <u>RESTRICTIONS ON USAGE OF LOTS</u>	12
6.01 Use of Lots	12
6.02 Bylaws	12
7. <u>MISCELLANEOUS</u>	13
7.01 Material Contracts	13
7.02 Management	13
<u>CAUTION</u>	13
<u>DECLARATION</u>	14
<u>RIGHTS OF RESCISSION</u>	15

- 2 -

LIST OF EXHIBITS

- "A" - Sketch
- "B" - Proposed Unit Entitlement and Interest on Destruction
- "C" - Form of Purchase Agreement
- "D" - Management Agreement
- "E" - Rental Disclosure Statement
- "F" - Budget
- "G" - Proposed Bylaws

424071 B.C. LTD.

JOYCE PLACE

DISCLOSURE STATEMENT

December 1, 1992

DISCLOSURE STATEMENT WITH RESPECT TO AN OFFERING FOR SALE OF CERTAIN STRATA LOTS LOCATED AT 3352 VANNESS AVENUE, VANCOUVER, BRITISH COLUMBIA, IN A DEVELOPMENT KNOWN AS JOYCE PLACE.

1. DEVELOPER

(a) Name:

424071 B.C. Ltd.

(b) Address

1800 - 400 Burrard Street
Vancouver, British Columbia
V6C 3A6

(c) Head Office

1800 - 400 Burrard Street
Vancouver, British Columbia
V6C 3A6

(d) Jurisdiction of Incorporation:

British Columbia

(e) Date of Incorporation:

April 14, 1992

(f) Directors and Officers:

Name:	Peter Gil
Officer/Director:	President/Director
Occupation:	Businessman
Address:	7796 Elwell Street Burnaby, B.C. V5E 1M1

Name:	Graham J. Phillips
Office:	Secretary
Occupation:	Lawyer
Address:	5705 Owl Court North Vancouver, B.C. V7R 4V1

- 2 -

2. REAL ESTATE AGENT

- 2.01 The Strata Lots will be marketed by the Developer's in-house sales staff or such real estate agents as the Developer may retain from time to time.

3. THE DEVELOPMENT3.01 General Description of the Development

- (a) The Condominium/Strata Development (the "Development") includes Condominium/Strata lots ("Lots") which will be owned individually, together with a proportionate share in the common property including the common facilities ("Common Property") and other assets of the Condominium/Strata corporation which will be owned as tenants in common by the owners of the Lots.

(b) <u>Type of Building</u>	<u>Number of Buildings</u>
Townhouse	1
Apartment	1

(c) <u>Type of Construction</u>	<u>Number of Buildings</u>
Concrete	1
Woodframe	1

(d) Total Lots 63

(e) <u>No. of Strata Lots</u>	<u>Type of Strata Lots</u>
Tower:	3 - Retail
	32 - 1 Bedroom
	8 - 2 Bedroom
	4 - 2 Bedroom Penthouses
	8 - 1 Bedroom and Den
Townhomes:	2 - 2 Bedroom and Den
	6 - 3 Bedroom

63

(f) <u>Permitted Usage of Lots</u>	<u>Number of Lots</u>
Residential	60
Retail	3

The retail lots will be located on the ground floor of the tower.

- (g) There are no features included in the Lots.

- 3 -

- (h) Features included in the Common Property including existing or proposed Limited Common Property.

Recreation Centre	1
Elevator	2
Covered Parking Spaces (for use by residential owners)	3
Outdoor Parking Spaces (for use by commercial owners)	7
Bicycle Room	1

Note sketch attached as Exhibit "A" for approximate size and location for some of these features.

- (i) Limited common property is an area within the Common Property that may be used exclusively by one or more Strata Lot owner and any additional maintenance expense created thereby will be paid by such owner(s).

The Developer will designate the area shown as patios, balconies and decks on a sketch attached as Exhibit "A" as limited common property upon tendering the Strata Plan for the Development for deposit in the appropriate Land Title Office. Such designation may only be removed by unanimous resolution of the members of the strata corporation.

Plan or Sketch

- (j) A sketch of the Development is attached as Exhibit "A".

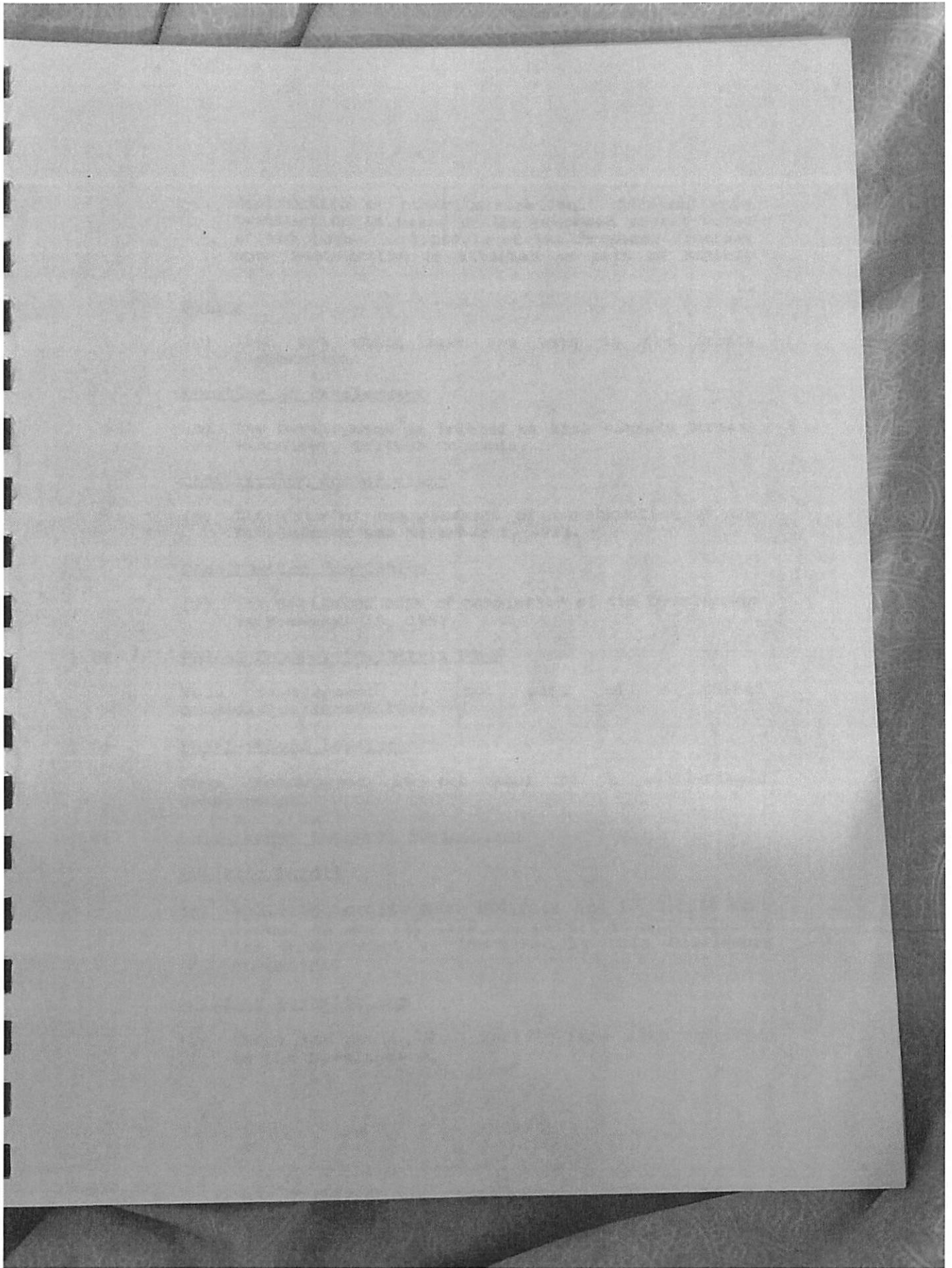
Unit Entitlement

- (k) The Unit Entitlement of each Lot is a figure indicating its share in the common property and assets of the Development and by which its contribution to the expenses of the strata corporation is determined.

The Unit Entitlement is based on habitable square footage/metres of the Lot, excluding any non-living area such as a balcony, deck or garage. A schedule of the proposed Unit Entitlement is attached as Exhibit "B". The Unit Entitlement may vary to a small degree when final plans are completed.

Interest on Destruction

- (l) The Interest upon Destruction of each Lot is the figure indicating its share of the Development upon



- 4 -

destruction or other termination. Interest upon Destruction is based on the proposed market value of the Lots. A schedule of the Proposed Interest upon Destruction is attached as part of Exhibit "B".

Voting

- (m) Each Lot shall have one vote in the Strata Corporation.

Location of Development

- (n) The Development is located at 3352 Vanness Street, Vancouver, British Columbia.

Construction Commencement

- (o) The date of commencement of construction of the Development was November 1, 1992.

Construction Completion

- (p) The estimated date of completion of the Development is November 15, 1993.

3.02 Phased Condominium/Strata Plan

This Development is not part of a phased Condominium/Strata Plan.

3.03 Multi-Staged Development

This Development is not part of a multi-staged development.

3.04 Development Approval Particulars

Building Permit

- (a) Building permits Nos. BP819548 and BP 819536 were issued on May 11, 1992 and permit construction of the Development as described by this Disclosure Statement.

Building Restrictions

- (b) There are no building restrictions with reference to the Development.

- 5 -

Zoning

- (c) The zoning applicable to the Development is CD1 based on RM3 conditions and bylaws.

Occupancy Restrictions

- (d) There are no occupancy restrictions with respect to the Development.

Approval of Development

- (e) Approval of the Development was given by the City of Vancouver pursuant to Development Permit Application No. DP208253.

Restrictions:

- (f) The Development will comply with all building restrictions, zoning regulations, and other restrictions governing the use and development of the Development or any Lot therein.

Development Agreements

- (g) The Developers have not entered into any development agreement or land use contract with any public authority with respect to the Development other than Development Permit Application No. DP208253 issued by the City of Vancouver.

3.05 Changes From Natural State

There have been and will be no further changes from the natural state in respect of any of the Strata Lots in the Development other than normal clearing to permit construction, excavation and landscaping of the Development. Landscaping will include the planting of grassed areas, trees, and shrubs.

3.06 Flooding Dangers

Based on a physical examination of these lands, and after conferring with the City of Vancouver, the Developer is not aware of any flooding danger to these lands.

3.07 UtilitiesWater

- (a) The Development will be serviced at the cost of the Developer by a water system provided by the City of Vancouver and water lines will be installed to each

Lot. The anticipated completion date of such service is November 15, 1993.

Electricity

- (b) The Development will be serviced with electricity at the cost of the Developer by B.C. Hydro and electrical service will be installed to each Lot. The anticipated date of completion of such service is November 15, 1993.

Sewerage

- (c) Sanitary and storm sewers will be installed in accordance with the requirements of the City of Vancouver at the cost of the Developer to each Lot in the Development. The anticipated date of completion of such service is November 15, 1993.

Gas

- (d) The Development will be serviced with gas at the cost of the Developer by B.C. Gas for the specific purpose only of the domestic hot water system and fireplaces in the penthouse units. The anticipated date for completion of such service is November 15, 1993; and other gas service is not proposed to be provided.

Sidewalks

- (e) No sidewalks will be installed by the Developer.

Street Lighting

- (f) The Development is presently serviced with street lighting.

Garbage Collection

- (g) Garbage collection service will be provided to the Development by City of Vancouver.

Fire Protection

- (h) There is fire protection for the Development provided by the City of Vancouver. Fire protection facilities are located approximately two kilometres from the Development.

- 7 -

Police Protection

- (i) There is presently police protection for the Development provided by the City of Vancouver. Police protection facilities are located approximately eight kilometres from the Development.

School Facilities

- (j) Following are a list of school facilities available in the area and approximate distance from the Development

Distance from Development

Elementary	1 kilometre
Secondary	1 kilometre

Purchasers are advised to contact Vancouver School Board at 1595 West 10th Avenue, Vancouver, to determine if school facilities can provide accommodation and transportation.

Public Transport

- (k) Public transportation provided B.C. Transit is available at Joyce Street and Vanness Streets which is approximately 50 metres from the Development.

Telephone

- (l) The Development will be serviced with telephone service at the cost of the Developer and telephone service will be installed to each Lot. The anticipated date of completion of such service is November 15, 1993. Telephone service will be supplied to each Lot in the Development on application for and payment of usual application and hook-up charges by the Purchaser.

Access

- (m) Access to the Development is from Vanness Street.

Internal Roads

- (n) There are no internal roads within the Development.

3.08

Construction, Utility and Services Financing

All costs which are the responsibility of the Developer will be paid in full from construction financing provided

- 8 -

by Canadian Imperial Bank of Commerce referred to in Paragraph 4.02(b) hereof.

There are no further anticipated expenditures in connection with construction, utilities or other services in the Development other than those referred to in this Disclosure Statement.

Pursuant to the Builders Lien Act, the Developer will hold back 10% of the amounts payable to contractors for 41 days following substantial completion of contracts.

4. LEGAL AND FINANCIAL MATTERS

4.01 Legal Description and Location of Development

City of Vancouver
Parcel Identifier 014-827-930
Lot D, Blocks 155 and 156
District Lot 37
Plan 22433.

The Strata Lots will be created by the deposit of a Strata Plan in the appropriate Land Title Office. Following the deposit of the Strata Plan, it is expected that the Strata Lots will be legally described as:

City of Vancouver
Strata Lots 1 - 63
Blocks 155 and 156
District Lot 37
Strata Plan _____.

The plan number for the Strata Plan will be assigned when the Strata Plan for the Development is deposited in the appropriate Land Title Office.

4.02 State of Title

(a) Registered Owner: 424071 B.C. Ltd.

CONTRACT**1. PARTIES**

This contract is made between 424071 B.C. LTD. (the "Vendor") of No. 2 Gaoler's Mews, Vancouver, British Columbia V6B 4K7, and

Name(s):
(Please Print)

Address:

(hereinafter called the "Purchaser")

2. PROPERTY

This agreement is made in respect of Unit No. (the "Strata Lot") in buildings constructed or presently under construction at 3352 Vanness Avenue, Vancouver, British Columbia, in respect of which buildings the Vendor intends to file a strata plan pursuant to the Condominium Act.

3. PURCHASE PRICE

The purchase price for the Strata Lot shall be \$ (the "Purchase Price").

The Purchase Price shall be paid by:

- (a) a deposit of \$ payable forthwith; and
- (b) the balance of the Purchase Price shall be paid in full by certified cheque on the Completion Date.

4. DEPOSIT

The deposit on the purchase shall be held in trust by Harrop Phillips Powell Gibbons & Buxton, Barristers and Solicitors, No. 2 Gaoler's Mews, Vancouver, British Columbia, V6B 4K7 ("Harrop Phillips") or such other solicitors or real estate

- 2 -

company as the Vendor and the Purchaser may designate, on behalf of the Vendor with any interest accruing thereon to and including the Completion Date payable to the Vendor except in the event of refund of deposit. In the event that the Vendor through no fault of the Purchaser fails to complete this transaction on the Completion Date then the Deposit and any interest earned thereon shall be refunded forthwith to the Purchaser. All monies paid shall be in Canadian funds and all cheques shall be made payable to Harrop Phillips "in trust".

5. **LIEN HOLDBACK**

The amount required to be withheld by the Purchaser pursuant to the Builders Lien Act shall be withheld on behalf of the Purchaser by Harrop Phillips in an interest-bearing account. On the 41st day after registration of the conveyance in the name of the Purchaser, such holdback and all accrued interest shall thereupon be paid to the Vendor provided that no claim of lien has been filed against the title to the Strata Lot. If any claims of lien have been filed against the Strata Lot, such holdback will only be released to the Vendor when all of such claims of lien have been discharged from the title to the Strata Lot at the Land Title Office. If the Vendor desires to dispute any such claim of lien, the Vendor may effect the discharge of such claim by paying funds into court pursuant to section 32 of the Builders Lien Act.

6. **COMPLETION DATE**

The Vendor will give the Purchaser not less than fourteen (14) days written notice (the "Notice") specifying the date when the Vendor is able to convey title of the Strata Lot to the Purchaser and the Strata Lot may be occupied by the Purchaser (the "Completion Date"). The Completion Date will not occur prior to November 15, 1993 nor after February 15, 1994. Any extension of the Completion Date after February 15, 1994 may only be made by written agreement of the Vendor and the Purchaser PROVIDED ALWAYS that the Completion Date shall be extended for a period equivalent to the amount of time lost in completion of construction of the Strata Lot by reason of

unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts of governmental authorities, fire, explosion, Acts of God, enemies of the Queen or other circumstances beyond the exclusive control of the Vendor.

7. **VENDOR'S OBLIGATIONS ON CLOSING**

On the Completion Date, the Vendor will execute and deliver those documents necessary to transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except for any easements, rights-of-way, and any development covenants or agreements in favour of utilities or public authorities required for the Development by the City of Vancouver and others (if any).

Upon payment of the Purchase Price, the Vendor will deliver vacant possession of the Strata Lot to the Purchaser.

With respect to the mortgage in favour of Canadian Imperial Bank of Commerce registered against the Strata Lot, the Vendor shall provide the Purchaser with the undertaking in writing of Harrop Phillips to pay to Canadian Imperial Bank of Commerce on the Completion Date from the Purchase Price those funds required to obtain a registrable discharge of such mortgage insofar as it encumbers the Strata Lot and within a reasonable time after the Completion Date to register a discharge of such mortgage insofar as it encumbers the Strata Lot.

The Vendor will not be obliged to sign any document having the effect of varying this agreement or containing any representations or warranties.

8. **PURCHASER FINANCING**

If the Purchaser is financing the Purchase Price in part by way of a mortgage of the Strata Lot with a bank, credit union, trust company, insurance company or with any other financial institution acceptable to the Vendor, the Purchaser, while

still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and mortgage documents have been lodged for registration at the Land Title Office, but only if, before such lodging, the Purchaser has:

- (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the mortgage;
- (b) fulfilled all of the new mortgagee's conditions for funding except lodging the mortgage for registration; and
- (c) made available to the Vendor, a lawyer's or notary's written undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds and in any event not later than the Completion Date.

9. ADJUSTMENT DATE

All usual adjustments to the Purchase Price for property taxes, and other incomings and outgoings shall be made as of the Completion Date.

10. INCLUDED ITEMS

The Purchase Price includes the following equipment and appliances:

- (a) electric range;
- (b) refrigerator;
- (c) dishwasher;
- (e) range hood fan;
- (f) vertical blinds;
- (d) gas fireplace (penthouses only);

11. INSPECTION

The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a written list of any defects or deficiencies shall be prepared including the dates by which corrections are to be completed by the Vendor. The parties shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representatives, agents will be allowed access to the Strata Lot except for the purposes of this inspection prior to the completion of construction, except with the express written authorization of the Vendor.

12. COSTS OF CONVEYANCE

All costs relating to the purchase of the Strata Lot and registration of the conveyance are payable by the Purchaser.

13. OTHER TAXES

The purchase price does not include Goods and Services Tax which the Purchaser will accordingly pay to the Vendor on the Completion Date.

The Purchaser will also pay such tax as may be required pursuant to the Property Purchase Tax Act.

14. ASSIGNMENT BY PURCHASER

The Purchaser may assign his rights under this Contract provided such assignment shall have the prior approval of the Vendor or its agent, such approval not to be unreasonably withheld. In the event of an assignment of this agreement, the Vendor or its agent shall have the right to require the Purchaser to pay a handling fee of half of one percent (1/2 of 1%) of the Purchase Price.

15. NATURE OF AGREEMENT

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

16. TIME OF ESSENCE

Time shall be of the essence hereof. In the event the Purchase Price has not been paid in full by the Completion Date in accordance with this Agreement or the Purchaser fails to observe and perform any other term, condition, agreement, stipulation or covenant contained herein through no fault of the Vendor, the Vendor shall be entitled, at its option, to treat the Deposit and interest accrued thereon as liquidated damages and the Purchaser shall forfeit the same.

17. MISCELLANEOUS

Where the Purchaser is comprised of more than one person, the obligations of the Purchaser shall be joint and several. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and there has been no collateral agreement, nor any warranties or representations other than those expressly contained herein or in the disclosure statement and amendments (if any) delivered to the Purchaser in respect of the Development.

This Agreement may not be altered or amended except by instrument in writing signed by both parties.

This Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.

18. RESIDENCE OF THE VENDOR

The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

19. NOTICE

Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, or sent by prepaid registered mail or by facsimile transmission to the Vendor or to the Purchaser as the case may be, at their respective addresses set out above. The time of giving such notice, document, or communication shall be, if delivered, when delivered, and if mailed, then on the 3rd business day after the day of mailing, and if by facsimile transmission then on the day of transmission.

This contract was signed by the Vendor on the _____ day of _____, 199 .

424071 B.C. LTD.

Per: _____
Authorized Signatory

This contract was signed by the Purchaser (and if the Purchaser consists of more than one person, then by all such persons) on the _____ day of _____ 199 .

WITNESS: _____

- 9 -

(b) Encumbrances: Mortgage in favour of Canadian Imperial Bank of Commerce registered under No. BF445176 securing repayment of the principal sum of \$4,800,0000 together with interest at a rate equal to 1.5% per annum above the bank's Prime Rate from time to time.

4.03 Proposed Encumbrances and Covenants

No further encumbrances, covenants or liens are proposed or anticipated to be registered or filed in respect of the Development.

4.04 Encumbrances or Agreements Affecting More Than One Lot:

The following provisions have been made to discharge the mortgage referred to in Paragraph 4.02(b). Provided the mortgage is not in default, the bank will discharge its mortgage as against a Lot upon receipt of the full net proceeds of sale, such proceeds to be no less than 90% of the projected pro forma prices.

4.05 Litigation

There is no outstanding or anticipated litigation or liability in respect of the Development or against the Developer which may affect the Development.

5. THE OFFERING

5.01 Terms of Offering

(a) Offering

The Developer intends to offer the Development for sale and/or lease.

(b) Form

The agreement for sale required to be used in this Development is attached as Exhibit "C". The Developer reserves the right to make agreements in terms other than those set out in Exhibit "C".

(c) Equipment in Lot

The following equipment/furnishings will be included in the purchase of each residential Lot:

Dishwasher
Stove
Refrigerator

Range Hood Fan
Vertical Blinds
Gas Fireplace (penthouse Lots only)

The above items will not be encumbered except to the extent of any mortgage registered in the Land Title Office. Any manufacturer's warranty will be passed on to the Purchaser if permitted by such warranty.

No equipment/furnishings will be included in the purchase of the commercial lots.

(d) Equipment in Common Property

No equipment/furnishings will be provided by the Developer in the Common Property.

(e) Construction Warranty

The Developer will provide a warranty as to the construction and finishing of the Development for a period of one year from the estimated date of substantial completion. The date of substantial completion is estimated to be November 15, 1993.

(f) Purchase Financing

The Developer has made no arrangements for financing the purchase of the Lots.

(g) Rental Disclosure

Under s.31 of the Condominium Act, a developer must disclose to any Purchaser an intention to lease Lots in order to ensure that such Lots may be leased in the future. A rental disclosure statement will be filed with the Superintendent of Real Estate and a copy is attached as Exhibit "D".

5.02

Deposits

All deposits and other monies received shall be held in trust in accordance with the terms of the Contract of Purchase and Sale and the Real Estate Act until such time as the strata plan is deposited for registration in the appropriate Land Title Office, the Strata Lot purchased or leased is capable of being occupied, and an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office.

5.03 Property Taxes and Utility Rates

(a) Lot Taxes:

Each Lot owner will be responsible for real property taxes for his Lot. Property taxes are levied by and payable to The City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4.

(b) Lot Expenses:

The following utilities are separately metred or assessed to each Lot and are the responsibility of each Lot owner:

Water
Electricity
Cablevision
Sewer
Telephone
Gas (penthouses)

(c) Other Expenses:

The following utilities are paid by the strata corporation and their cost will be prorated to the owners of the Lots and included in the monthly assessments:

Water for Common Property
Electricity for Common Property
Cablevision for Common Property
Sewer for Common Property
Garbage for Common Property

5.04 Common Expenses

- (a) An estimated budget for a typical full year of operating expenses of the Strata Corporation, based on current costs is attached as Exhibit "E".
- (b) The estimated costs are current and are based on costs experienced by existing comparable projects.
- (c) Refer to Exhibit "E" which sets out the monthly assessment for each Lot.

- 12 -

5.05 Fire and Liability Insurance(a) Developer Coverage:

The Developer has placed the following insurance coverage in respect to the Development:

- (i) A builder's risk broad form no fault policy for course of construction in the approximate amount of \$6,500,000.00 on the structure with a deductible of \$1,000.00; deductible for earthquake is 3% and for flood \$10,000
- (ii) A comprehensive general liability insurance policy issued by the Laurentian Pacific Insurance for the period ending November 1, 1993 to October 30, 1993 in the amount of \$10,000,000.00. This policy will be renewed as necessary until such time as the strata coverage is placed.

(b) Condominium/Strata Coverage:

The Developer will replace the insurance coverage set out above on the completion date by a policy naming the Strata Corporation as the named insured.

- (c) The Purchaser is responsible for insuring the contents of his Strata Lot and obtaining third party liability insurance in respect of his Strata Lot.

5.06 Material Contracts

There are no material contracts affecting the Development binding upon the Developer and/or Strata Corporation other than as set out in this Disclosure Statement.

6. RESTRICTIONS ON USAGE OF DEVELOPMENT6.01 Use of the Lots

No Strata Lots will be retained or alienated for non-residential purposes, except for three Strata Lots on the main floor of the tower which will be used for commercial retail purposes.

6.02 Bylaws

The Developer intends to cause the Strata Corporation to form separate residential and commercial sections pursuant to Section 51 of the Condominium Act and proposes to cause the Strata Corporation to adopt the

- 13 -

Bylaws set out in Part 5 of the Condominium Act with those changes attached hereto as Exhibit "F" subject to approval of the Superintendent of Real Estate.

7. MISCELLANEOUS

7.01 Material Contracts

There are no material contracts affecting the Development binding upon the Developer and/or the Strata Corporation other than as set out in this Disclosure Statement

The Developer proposes to cause the Strata Corporation to enter into a lease with B.C. Telephone Company for the rental of an "Enter Phone" to be located adjacent to the entrance. It is anticipated that such lease will be for a term of five years with monthly payments expected not to exceed \$250.00 per month.

7.02. Management

(a) Manager's Residence:

There will not be a Manager's residence.

(b) Management Agreement:

The Developer intends to cause the Strata Corporation to enter a Management Agreement with a professional property manager. The form of agreement will be similar to that set out in Exhibit "G".

(c) Relationship to Developer:

The proposed Manager will not be related to the Developer.

(d) Termination:

The Management Agreement may be terminated upon three (3) months' notice by either party.

CAUTION

The developer, directors of a corporate developer, and any other person required by the Superintendent of Real Estate to sign this Disclosure Statement are advised to read the provisions of and be fully aware of their obligations under Part 2 of the Real Estate Act before signing this statement, as a person who fails to comply with the requirements of Part 2 of the Real Estate Act may, on conviction, be liable:

- 15 -

RIGHT OF RESCISSION

UNDER SECTION 63 OF THE REAL ESTATE ACT THE PURCHASER OR LESSEE OF SUBDIVIDED LAND SITUATED IN THE PROVINCE MAY, SO LONG AS HE REMAINS THE BENEFICIAL OWNER OF THE LAND, RESCIND THE PURCHASE CONTRACT OR LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR HIS AGENT, WITHIN THREE (3) DAYS AFTER THE LATER OF THE DATE THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THIS DISCLOSURE STATEMENT.

THE RESCISSION NOTICE MAY BE SERVED BY DELIVERING, OR SENDING BY REGISTERED MAIL, A SIGNED COPY OF THE NOTICE TO:

- (A) THE AGENT AT THE ADDRESS, IF ANY, SHOWN ON THE FACE OF THIS DISCLOSURE STATEMENT;
- (B) THE AGENT AT HIS OFFICE OR PLACE OF BUSINESS WHERE THE CONTRACT WAS MADE; OR
- (C) THE DEVELOPER AT HIS ADDRESS INSIDE OR OUTSIDE THE PROVINCE WHERE NO AGENT IS ACTING ON HIS BEHALF.

THE DEVELOPER IS REQUIRED TO KEEP ANY MONIES HE RECEIVES FROM THE PURCHASER OR LESSEE IN A TRUST ACCOUNT IN THE PROVINCE UNTIL THE RESCISSION PERIOD REFERRED TO ABOVE HAS EXPIRED. WHERE A NOTICE OF RESCISSION IS SERVED ON THE DEVELOPER OR HIS AGENT, THE DEVELOPER OR HIS AGENT SHALL RETURN THE TRUST ACCOUNT MONIES TO THE PERSON FROM WHOM IT WAS RECEIVED OR SHALL PAY IT INTO COURT.

- (a) in case of a corporation, to a fine of not more than \$100,000.00; and
- (b) in the case of an individual, to either a fine of not more than \$100,000.00, or to imprisonment for not more than five (5) years less one (1) day.

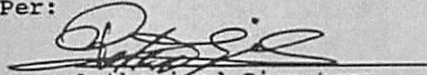
DECLARATION

The foregoing declarations constitute full, true and plain disclosure of all material facts relating to the Development referred to above, proposed to be sold or leased, as required by the Real Estate Act of the Province of British Columbia as of December 1, 1992.

Developer:

424071 B.C. LTD.

Per:


Authorized Signatory

Sole Director of 424071 B.C. Ltd.:

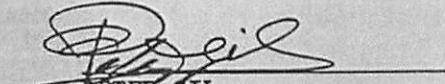
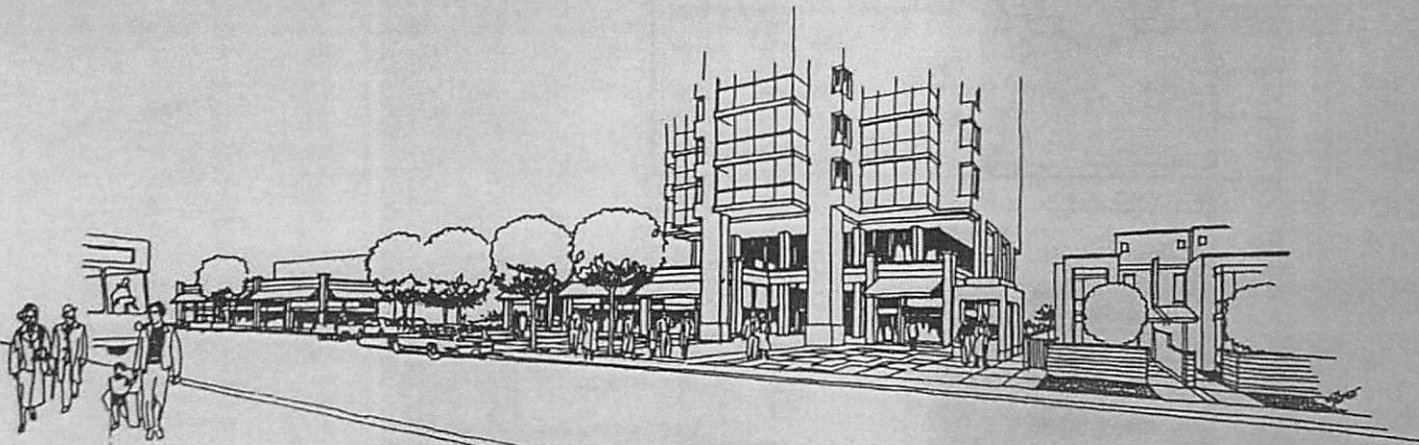

PETER GIL

EXHIBIT "A"



VIEW FROM VANNESS AVENUE
LOOKING SOUTHEAST

DATE: 11/11/03
SCALE: 1/8" = 1'-0"

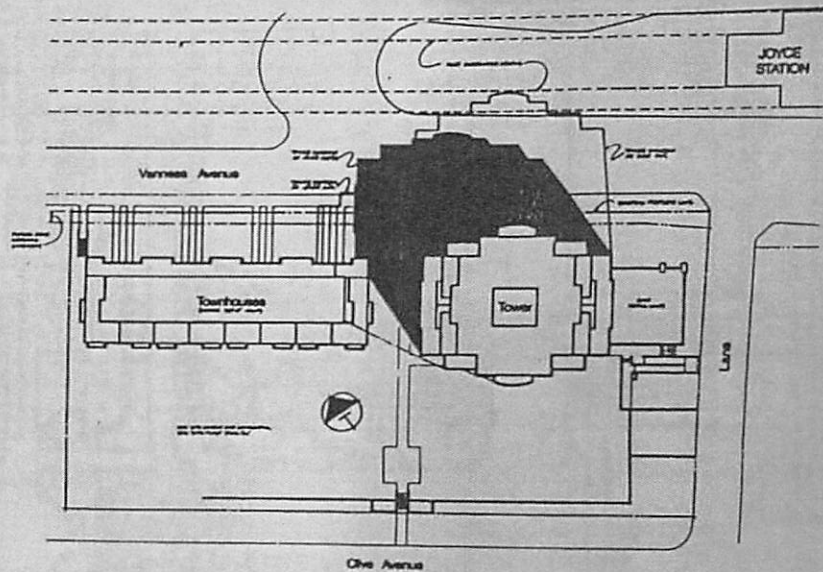
PROJECT NO. 03-001
SHEET NO. 01

William Rhone Architects

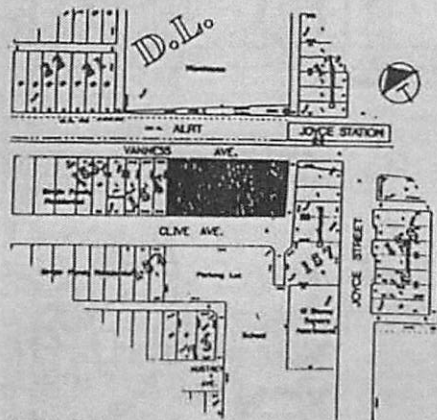
JOYCE
STATION
TOWER

1100 VANNESS AVENUE
SAN FRANCISCO, CA 94109

PERSPECTIVE



ROOF PLAN AND SHADOW ANALYSIS
 March 28th and September 27th



SITE LOCATION AND
 NEIGHBOURHOOD CONTEXT

EXHIBIT

- 1. SITE LOCATION AND NEIGHBOURHOOD CONTEXT
- 2. ROOF PLAN AND SHADOW ANALYSIS
- 3. EXHIBIT
- 4. EXHIBIT
- 5. EXHIBIT
- 6. EXHIBIT
- 7. EXHIBIT
- 8. EXHIBIT
- 9. EXHIBIT
- 10. EXHIBIT

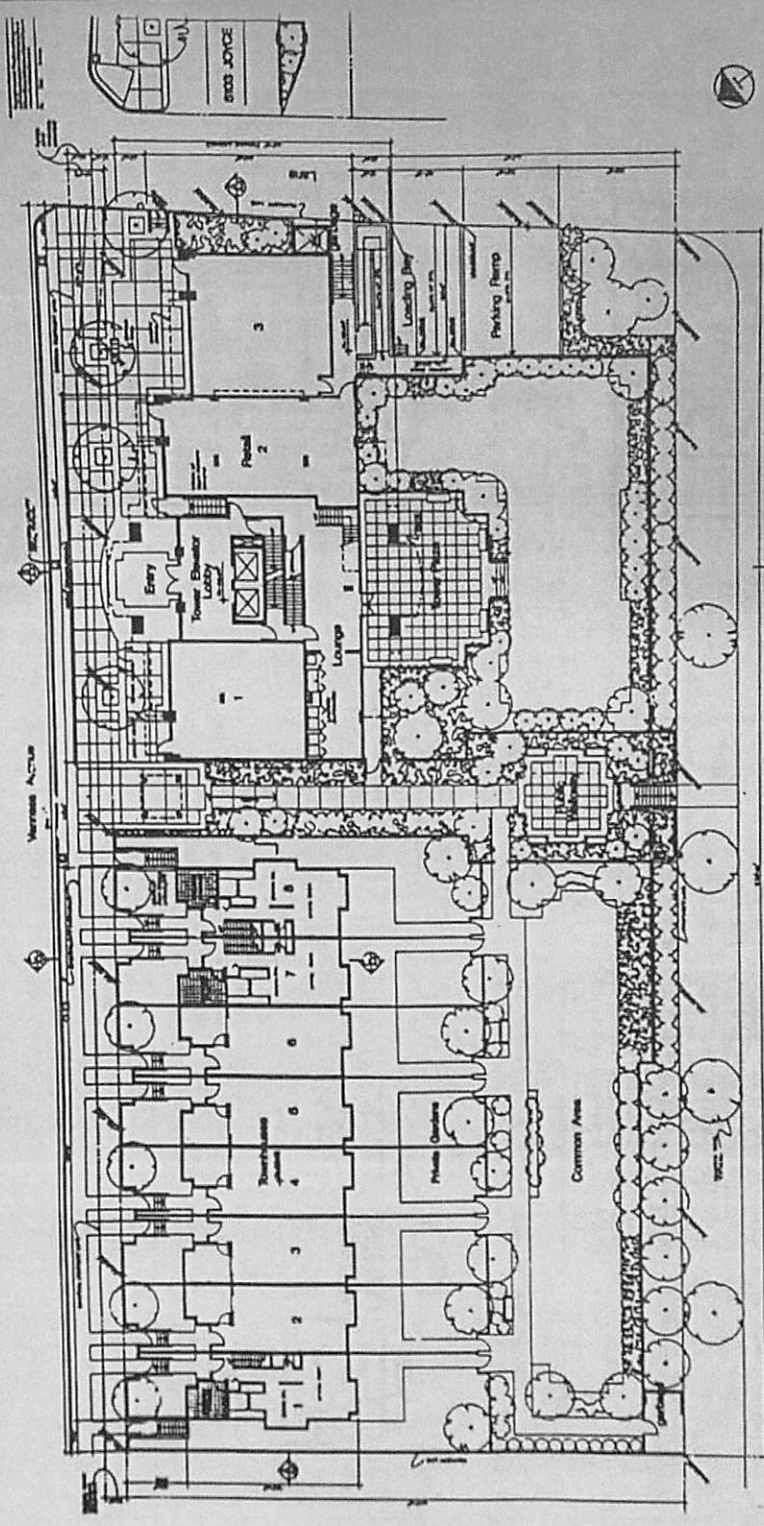
PREPARED BY: W. R. HONE ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 100
 VANCOUVER, B.C. V6H 1A5
 TEL: 604-681-1111
 FAX: 604-681-1112

NO.	DATE	DESCRIPTION
1	1998.03.28	ROOF PLAN AND SHADOW ANALYSIS
2	1998.09.27	ROOF PLAN AND SHADOW ANALYSIS
3	1998.10.15	ROOF PLAN AND SHADOW ANALYSIS
4	1998.11.10	ROOF PLAN AND SHADOW ANALYSIS
5	1998.12.15	ROOF PLAN AND SHADOW ANALYSIS
6	1999.01.15	ROOF PLAN AND SHADOW ANALYSIS
7	1999.02.15	ROOF PLAN AND SHADOW ANALYSIS
8	1999.03.15	ROOF PLAN AND SHADOW ANALYSIS
9	1999.04.15	ROOF PLAN AND SHADOW ANALYSIS
10	1999.05.15	ROOF PLAN AND SHADOW ANALYSIS

William Rhone Architects

JOYCE
 STATION
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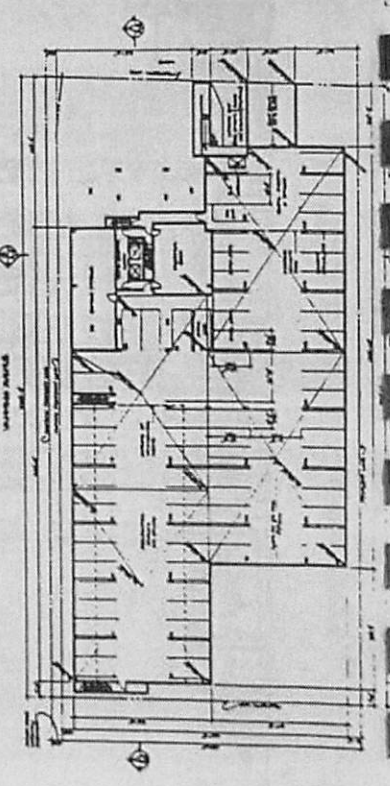
SITE LOCATION
 ROOF PLAN AND
 SHADOW ANALYSIS
 DATA SHEET AND
 EXHIBIT LIST



NOTES:
 1. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
 2. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
 3. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.

William Rhone Architects
 JOYCE
 STATION
 TOWER

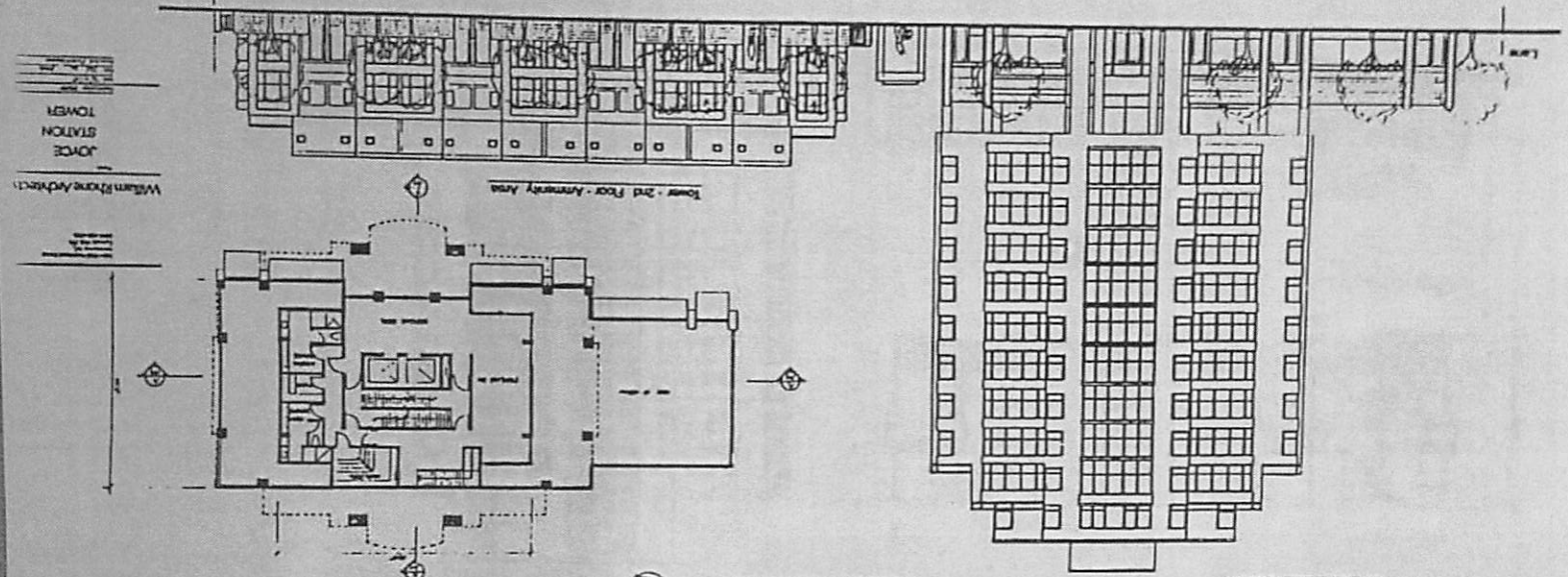
SITE, PARKING
 PLANS AND
 LANDSCAPE
 CONCEPT



ELEVATIONS & TOWER FLOOR PLANS

JOYCE STATION TOWER
WilliamPHONE Architects

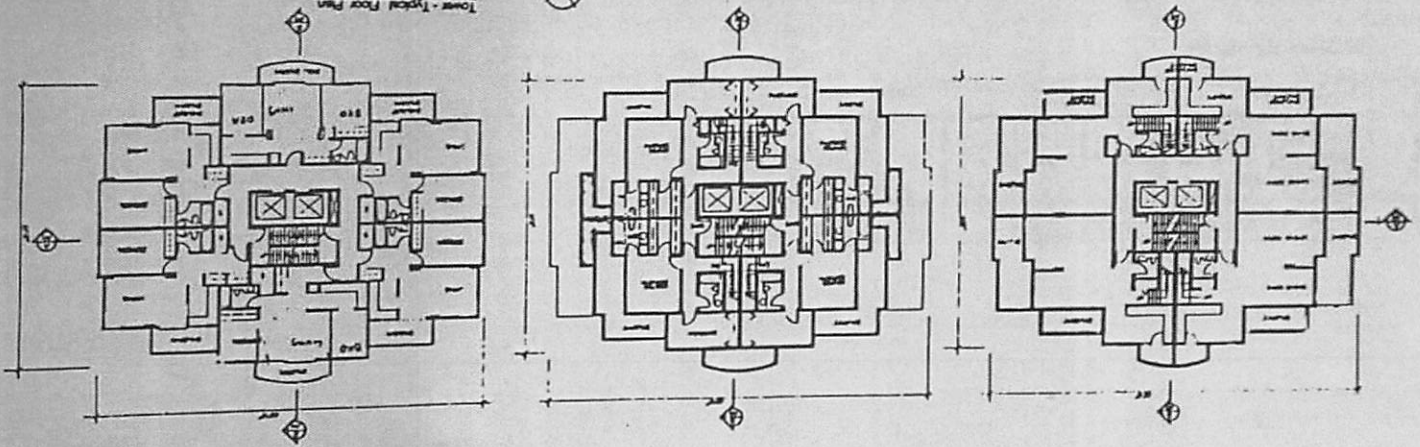
Yarmouth Avenue Elevation



Tower Penthouse - 2nd Level

Tower Penthouse - 1st Level

Tower - Typical Floor Plan



1/8" = 1'-0"

DATE: 11/11/11

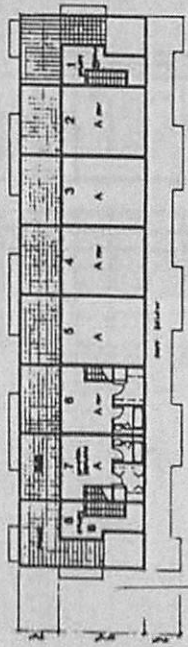
PROJECT: JOYCE STATION TOWER

ARCHITECT: WILLIAMPHONE ARCHITECTS

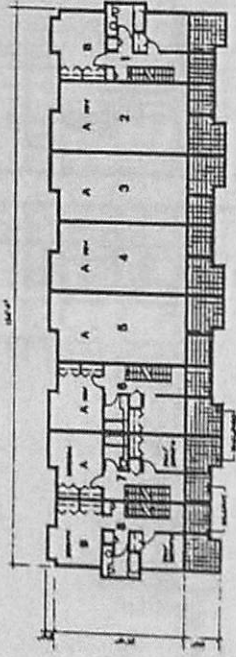
DATE: _____
BY: _____

William Rhoads Architects
JOYCE
STATION
TOWER

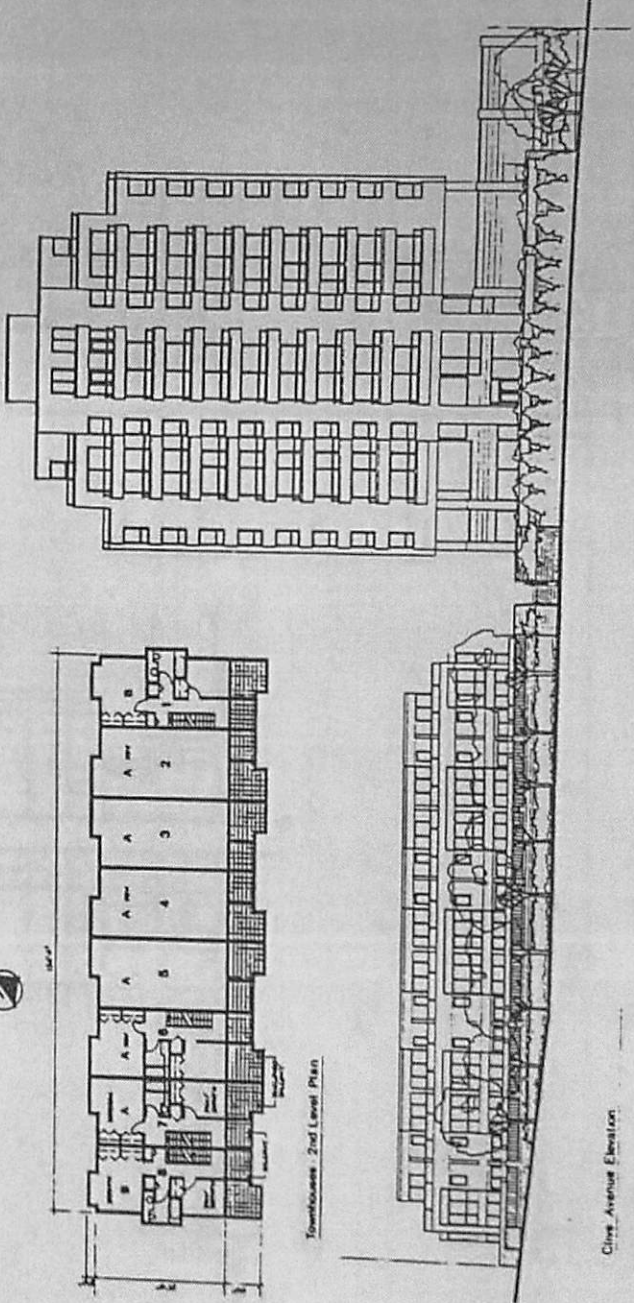
ELEVATIONS,
PLANS
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Townhouses - 3rd Level Plan

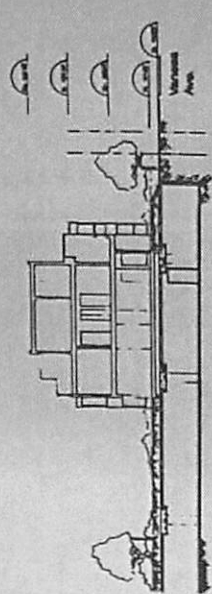


Townhouses - 2nd Level Plan

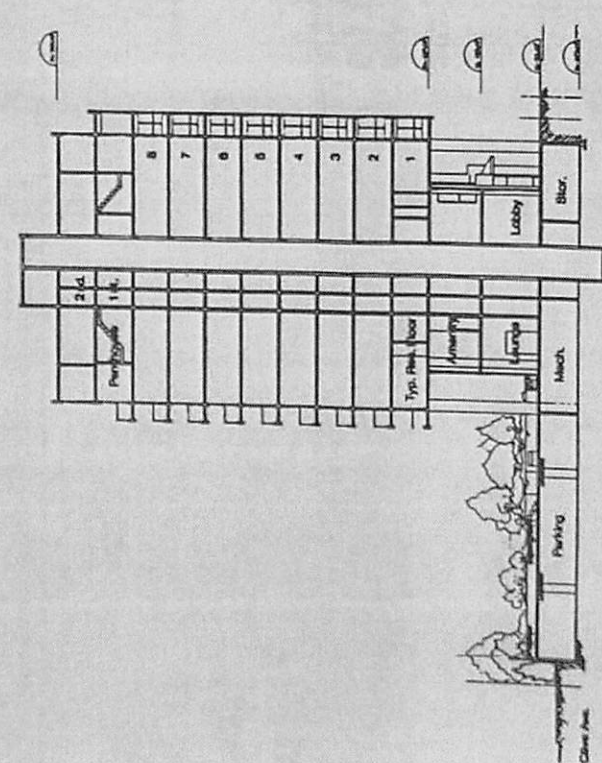


Clive Avenue Elevation

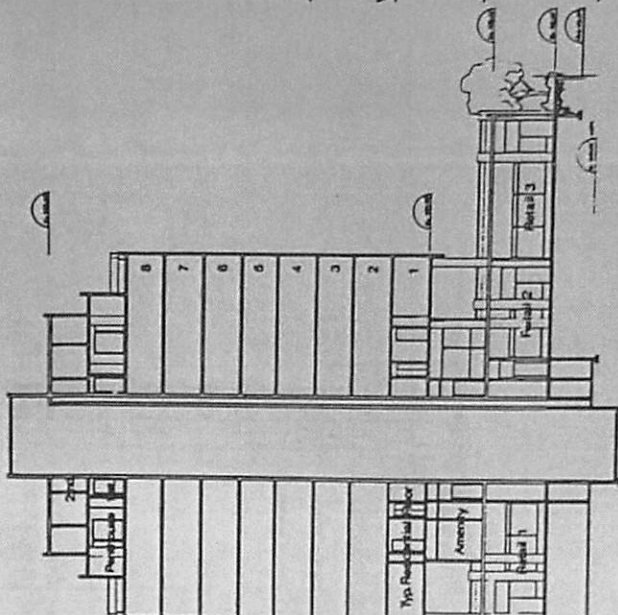
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④ Tower - Cross Section



⑤ Tower - Cross Section

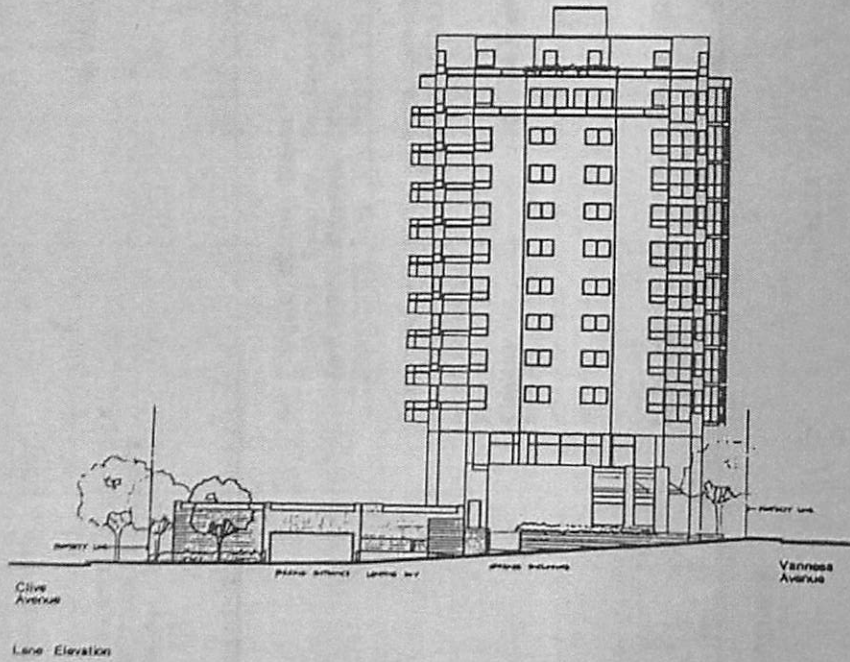


⑥ Site Longitudinal Section

William Rhoads Architects
 ARCHITECTS
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SECTIONS

A-A



No. 1000
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 No. 1000

William Rhone Architects

JOYCE
 STATION
 TOWER

1000
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ELEVATIONS

EXHIBIT "B"

LYON, FLYNN & ASSOCIATES

PROFESSIONAL LAND SURVEYORS
 #102 - 1537 WEST 8th AVENUE
 VANCOUVER, B.C., CANADA
 V6J 1T5

October 26th, 1992

Our file 92-2475

LRG Construction Ltd.,
 7796 Elwell Street
 Burnaby, B. C.
 V5E 1M1

Attention: Mr. Peter Gil

Re "Joyce Place Tower"
 Vanness Avenue, Vancouver, B.C.
 Lot "D", Blocks 155, 156
District Lot 37, Plan 22433

Proposed 63 Unit strata development
 as shown on Drawings by William Rhone,
 Architects.
 Project No. 8909
 Sheets A1, A2, A3, and A4 revised to
 October 19th, 1992.
 Sheets A8 and A9, revised to Sept-
 ember 30th, 1992.

DATA SHOWN IS PRELIMINARY ONLY

<u>UNIT NO.</u>	<u>STRATA LOT</u>	<u>UNIT ENTITLEMENT</u>	<u>INTEREST UPON DESTRUCTION</u>
<u>Townhouses</u>			
1001	1	1134	889
1002	2	1280	1032
1003	3	1280	1032
1004	4	1280	1032
1005	5	1280	1032
1006	6	1280	1032
1007	7	1280	1032
1008	8	<u>1134</u>	<u>915</u>
Townhouse Total		9948	7996

Page 2....

UNIT NO.	STRATA LOT	UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION
----------	------------	------------------	---------------------------

Tower -
1st Floor

Retail #1	9	633	522
Retail #2	10	864	720
Retail #3	11	<u>894</u>	<u>738</u>
Retail Total		2391	1980

2nd Floor
All Common Property

3rd Floor

301	12	607	557
302	13	583	539
303	14	506	501
304	15	586	597
305	16	528	528
306	17	579	539

4th Floor

401	18	607	580
402	19	583	560
403	20	506	517
404	21	586	616
405	22	528	546
406	23	579	560

5th Floor

501	24	607	602
502	25	583	582
503	26	506	531
504	27	586	630
505	28	528	565
506	29	579	582

Page 3

<u>UNIT NO.</u>	<u>STRATA LOT</u>	<u>UNIT ENTITLEMENT</u>	<u>INTEREST UPON DESTRUCTION</u>
-----------------	-------------------	-------------------------	----------------------------------

6th Floor

601	30	607	622
602	31	583	601
603	32	506	550
604	33	586	652
605	34	528	582
606	35	579	603

7th Floor

701	36	607	641
702	37	583	619
703	38	506	568
704	39	586	671
705	40	528	597
706	41	579	625

8th Floor

801	42	607	658
802	43	583	636
803	44	506	578
804	45	586	687
805	46	528	612
806	47	579	646

9th Floor

901	48	607	677
902	49	583	654
903	50	506	594
904	51	586	706
905	52	528	627
906	53	579	668

10th Floor

1001	54	607	697
1002	55	583	673
1003	56	506	610
1004	57	586	719
1005	58	528	644
1006	59	579	687

Page 4

UNIT NO.	STRATA LOT	UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION
----------	------------	------------------	---------------------------

11th & 12th Floors

1201	60	1296	1339
1202	61	1211	1282
1203	62	1208	1282
1204	63	<u>1288</u>	<u>1339</u>

RESIDENTIAL TOTAL (Tower)		32115	34478
---------------------------	--	-------	-------

RETAIL TOTAL (Tower)		<u>2391</u>	<u>1980</u>
----------------------	--	-------------	-------------

TOTAL OF RESIDENTIAL AND RETAIL (TOWER)		34506	36458
--	--	-------	-------

AGGREGATE OF TOWER AND TOWNHOUSES		44454	44454
--------------------------------------	--	-------	-------

DATA SHOWN IS PRELIMINARY ONLY

Alessandro Di Nozzi

 Alessandro Di Nozzi, F.G.L.S.

EXHIBIT "C"

CONTRACT

1. PARTIES

This contract is made between 424071 B.C. LTD. (the "Vendor") of No. 2 Gaoler's Mews, Vancouver, British Columbia V6B 4K7, and

Name(s):
(Please Print)

Address:

(hereinafter called the "Purchaser")

2. PROPERTY

This agreement is made in respect of Unit No. (the "Strata Lot") in buildings constructed or presently under construction at 3352 Vanness Avenue, Vancouver, British Columbia, in respect of which buildings the Vendor intends to file a strata plan pursuant to the Condominium Act.

3. PURCHASE PRICE

The purchase price for the Strata Lot shall be \$ (the "Purchase Price").

The Purchase Price shall be paid by:

- (a) a deposit of \$ payable forthwith; and
- (b) the balance of the Purchase Price shall be paid in full by certified cheque on the Completion Date.

4. DEPOSIT

The deposit on the purchase shall be held in trust by Harrop Phillips Powell Gibbons & Buxton, Barristers and Solicitors, No. 2 Gaoler's Mews, Vancouver, British Columbia, V6B 4K7 ("Harrop Phillips") or such other solicitors or real estate

company as the Vendor and the Purchaser may designate, on behalf of the Vendor with any interest accruing thereon to and including the Completion Date payable to the Vendor except in the event of refund of deposit. In the event that the Vendor through no fault of the Purchaser fails to complete this transaction on the Completion Date then the Deposit and any interest earned thereon shall be refunded forthwith to the Purchaser. All monies paid shall be in Canadian funds and all cheques shall be made payable to Harrop Phillips "in trust".

5. LIEN HOLDBACK

The amount required to be withheld by the Purchaser pursuant to the Builders Lien Act shall be withheld on behalf of the Purchaser by Harrop Phillips in an interest-bearing account. On the 41st day after registration of the conveyance in the name of the Purchaser, such holdback and all accrued interest shall thereupon be paid to the Vendor provided that no claim of lien has been filed against the title to the Strata Lot. If any claims of lien have been filed against the Strata Lot, such holdback will only be released to the Vendor when all of such claims of lien have been discharged from the title to the Strata Lot at the Land Title Office. If the Vendor desires to dispute any such claim of lien, the Vendor may effect the discharge of such claim by paying funds into court pursuant to section 32 of the Builders Lien Act.

6. COMPLETION DATE

The Vendor will give the Purchaser not less than fourteen (14) days written notice (the "Notice") specifying the date when the Vendor is able to convey title of the Strata Lot to the Purchaser and the Strata Lot may be occupied by the Purchaser (the "Completion Date"). The Completion Date will not occur prior to November 15, 1993 nor after February 15, 1994. Any extension of the Completion Date after February 15, 1994 may only be made by written agreement of the Vendor and the Purchaser PROVIDED ALWAYS that the Completion Date shall be extended for a period equivalent to the amount of time lost in completion of construction of the Strata Lot by reason of

- 3 -

unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts of governmental authorities, fire, explosion, Acts of God, enemies of the Queen or other circumstances beyond the exclusive control of the Vendor.

7. **VENDOR'S OBLIGATIONS ON CLOSING**

On the Completion Date, the Vendor will execute and deliver those documents necessary to transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except for any easements, rights-of-way, and any development covenants or agreements in favour of utilities or public authorities required for the Development by the City of Vancouver and others (if any).

Upon payment of the Purchase Price, the Vendor will deliver vacant possession of the Strata Lot to the Purchaser.

With respect to the mortgage in favour of Canadian Imperial Bank of Commerce registered against the Strata Lot, the Vendor shall provide the Purchaser with the undertaking in writing of Harrop Phillips to pay to Canadian Imperial Bank of Commerce on the Completion Date from the Purchase Price those funds required to obtain a registrable discharge of such mortgage insofar as it encumbers the Strata Lot and within a reasonable time after the Completion Date to register a discharge of such mortgage insofar as it encumbers the Strata Lot.

The Vendor will not be obliged to sign any document having the effect of varying this agreement or containing any representations or warranties.

8. **PURCHASER FINANCING**

If the Purchaser is financing the Purchase Price in part by way of a mortgage of the Strata Lot with a bank, credit union, trust company, insurance company or with any other financial institution acceptable to the Vendor, the Purchaser, while

- 4 -

still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and mortgage documents have been lodged for registration at the Land Title Office, but only if, before such lodging, the Purchaser has:

- (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the mortgage;
- (b) fulfilled all of the new mortgagee's conditions for funding except lodging the mortgage for registration; and
- (c) made available to the Vendor, a lawyer's or notary's written undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds and in any event not later than the Completion Date.

9. ADJUSTMENT DATE

All usual adjustments to the Purchase Price for property taxes, and other incomings and outgoings shall be made as of the Completion Date.

10. INCLUDED ITEMS

The Purchase Price includes the following equipment and appliances:

- (a) electric range;
- (b) refrigerator;
- (c) dishwasher;
- (e) range hood fan;
- (f) vertical blinds;
- (d) gas fireplace (penthouses only);

11. INSPECTION

The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a written list of any defects or deficiencies shall be prepared including the dates by which corrections are to be completed by the Vendor. The parties shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representatives, agents will be allowed access to the Strata Lot except for the purposes of this inspection prior to the completion of construction, except with the express written authorization of the Vendor.

12. COSTS OF CONVEYANCE

All costs relating to the purchase of the Strata Lot and registration of the conveyance are payable by the Purchaser.

13. OTHER TAXES

The purchase price does not include Goods and Services Tax which the Purchaser will accordingly pay to the Vendor on the Completion Date.

The Purchaser will also pay such tax as may be required pursuant to the Property Purchase Tax Act.

14. ASSIGNMENT BY PURCHASER

The Purchaser may assign his rights under this Contract provided such assignment shall have the prior approval of the Vendor or its agent, such approval not to be unreasonably withheld. In the event of an assignment of this agreement, the Vendor or its agent shall have the right to require the Purchaser to pay a handling fee of half of one percent (1/2 of 1%) of the Purchase Price.

15. NATURE OF AGREEMENT

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

16. TIME OF ESSENCE

Time shall be of the essence hereof. In the event the Purchase Price has not been paid in full by the Completion Date in accordance with this Agreement or the Purchaser fails to observe and perform any other term, condition, agreement, stipulation or covenant contained herein through no fault of the Vendor, the Vendor shall be entitled, at its option, to treat the Deposit and interest accrued thereon as liquidated damages and the Purchaser shall forfeit the same.

17. MISCELLANEOUS

Where the Purchaser is comprised of more than one person, the obligations of the Purchaser shall be joint and several. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and there has been no collateral agreement, nor any warranties or representations other than those expressly contained herein or in the disclosure statement and amendments (if any) delivered to the Purchaser in respect of the Development.

This Agreement may not be altered or amended except by instrument in writing signed by both parties.

This Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.

18. RESIDENCE OF THE VENDOR

The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

19. NOTICE

Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, or sent by prepaid registered mail or by facsimile transmission to the Vendor or to the Purchaser as the case may be, at their respective addresses set out above. The time of giving such notice, document, or communication shall be, if delivered, when delivered, and if mailed, then on the 3rd business day after the day of mailing, and if by facsimile transmission then on the day of transmission.

This contract was signed by the Vendor on the _____ day of 199 .

424071 B.C. LTD.

Per: _____
Authorized Signatory

This contract was signed by the Purchaser (and if the Purchaser consists of more than one person, then by all such persons) on the _____ day of _____ 199 .

WITNESS;

EXHIBIT "D"

STRATA CORPORATION - FULL MANAGEMENT

THIS AGREEMENT made this day of , 1992.

BETWEEN:

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

AND:

RANCHO MANAGEMENT SERVICES (B.C.) LTD.
1344 Hornby Street
Vancouver, B.C. V6Z 1W5

(hereinafter called the "Manager")

OF THE SECOND PART

WITNESS:

In consideration of the terms, conditions and covenants herein set forth, the parties hereto mutually agree as follows:

APPOINTMENT & TERMINATION

The Strata Corporation hereby appoints the Manager, and the Manager hereby accepts the appointment, as exclusive managers of the property of Strata Corporation LMS _____ situated at 3352 Vanness Street, in the City of Burnaby, in the Province of British Columbia (hereinafter called the "Strata Corporation") upon the terms and conditions herein contained.

This appointment shall be for a period of one year commencing on the day of , 1992 and without any further agreement being entered into in writing, this agreement shall be on a three month basis subject to the following conditions:

- a. May be terminated by the Strata Corporation as per Clause 17 of the Condominium Act of B.C.
- b. Upon completion of the initial term the Manager may terminate this agreement by serving at least ninety (90) days notice in writing.

DUTIES OF MANAGER

Under the supervision of one of its principal officers, the Manager agrees to render the following services:

HANDLE FEES Handle the monthly maintenance fees collected from all Members and deposit them in a trust account, and maintain full records thereof. Arrange for collection of accounts in arrears in accordance with policies established by the Strata Council.

PAYMENTS Review and recommend for payment all operating receipts and disbursements. Provide a review of all expenses against the approved operating budget. Provide recommendations and budgets for all extraordinary expenditures considered necessary.

STATEMENTS Prepare every 2nd month operating and cash position statements including a statement of reserve accounts. This statement to include an accounting of any member accounts that are in arrears. Maintain the books of account and records of the Strata Corporation in a manner satisfactory to the Strata Council and its auditors.

BUDGET Prepare, in co-operation with the Strata Council, an annual operating budget with details to reflect the expected disbursements required for the following year.

INSURANCE Obtain quotes and prepare recommendations on quotations for required insurance policies, for consideration and action by the Strata Council and act as the Strata Corporation's representative in settlement of insurance claims, at the direction of the Strata Council.

MAINTENANCE Cause the buildings, and grounds to be maintained according to standards acceptable to the Strata Council. Provide or arrange emergency services as required to protect the property or the safety of the Members. Participate in the selection, training and supervision of all staff hired to operate and maintain the property. These employees shall be employees of the Strata Corporation and their salaries and employer contributions shall be at the expense of the Strata Corporation. Prepare schedules of regular maintenance and upkeep and of extraordinary repairs and replacements.

PROJECT INSPECTIONS The Manager to perform weekly project inspections.

Page 3

MEMBER
RELATIONS

Maintain businesslike relations with Members whose service request shall be received, considered and recorded in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Strata Council with appropriate recommendations. See that all Members are informed of rules and regulations of the Strata Corporation and that any breach or violation is dealt with promptly.

PURCHASES

Negotiate contracts on behalf of the Strata Corporation for all services required for the common property, purchase necessary tools, equipment, materials and supplies for the operation and maintenance of the Strata Corporation's property, all at the expense of the Strata Corporation and always subject to the approval of the Strata Council.

MEETINGS

Rancho to attend and report to the Strata Council every 2nd month and to attend one Annual meeting. The manager to take minutes of the strata council meetings and the annual meeting which he is to attend as directed by the Strata Council. Minutes are to be circulated within two business days. Rancho will also issue the Notice of Meeting to the membership on instructions from the Strata Council. Rancho will also assist with procedure at these meetings.

MANAGE

Generally manage, maintain and administer the Strata Corporation's property and the affairs of the Strata Corporation as the Strata Corporation could do personally, and always in accordance with the expressed directions of the Membership and the Strata Council.

DUTIES OF STRATA CORPORATION

The Strata Corporation hereby covenants and agrees to:

HOLD
HARMLESS

Save the Manager harmless from all claims, damages and costs incurred in connection with the carrying on of duties of management of the Strata Corporation property unless the manager is negligent of its obligations under this agreement. Carry, at the expense of the Strata Corporation adequate insurance to protect the Manager against third party liability arising out of the use of the Strata Corporation property or the carrying on of duties of management, in the same manner as the Strata Corporation is protected.

RECORDS

Furnish the Manager with all documents and records available to the Strata Council which may be reasonably required by Manager in connection with the management of the Strata Corporation's property.

FEES

Pay to the Manager each and every month a fee of \$819.00 per month. The Manager may also charge the Strata Corporation for stationery, photocopies, envelopes, postage, printing and similar articles supplied by the Manager to an on behalf of the Strata Corporation.

It is further agreed that the monthly fees set out in the preceding paragraph shall commence on the day of , 1992.

MAINTAIN RECORDS

The Manager shall maintain full and detailed records of the affairs of the Strata Corporation and the Strata Council shall, at all reasonable times, have access to such records as well as all other books and records of the Manager in connection with the management, upkeep and operation of the Strata Corporation property.

AUTHORITY

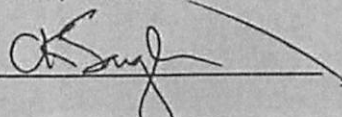
It is agreed that the Manager at all times shall be entitled to rely on and to act on the instructions of the Strata Council, and without limiting the generality of the foregoing, the receipt by the Manager of instructions in writing, signed on behalf of the Strata Council by two or more of its members shall be sufficient authority for the Manager to act in accordance therewith.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

STRATA CORPORATION LMS

RANCHO MANAGEMENT SERVICES (B.C.) LTD.

Per: _____

Per:  _____

Per: _____

Per: _____

EXHIBIT "E"CONDOMINIUM ACT
(Section 31)RENTAL DISCLOSURE STATEMENT

1. The proposed strata plan in respect of which this statement is made is described as Joyce Place and is located on lands legally described as:

City of Vancouver
Parcel Identifier 014-827-930
Lot D, Blocks 155 and 156
District Lot 37
Plan 22433

and will contain 60 residential strata lots and 3 commercial-retail strata lots.

2. None of the strata lots are under lease as of the date of this statement and the owner-developer does not presently intend to lease any of the strata lots.

3. The owner-developer reserves the right to itself and/or subsequent owners to lease any and all of the proposed strata lots for an indefinite period.

4. There is presently no bylaw of the strata corporation which limits the number of strata lots that may be leased by the owners.

DATED December 1, 1992

424071 B.C. LTD.

Per. 

PETER G. B.

EXHIBIT "F"

STRATA CORPORATION LMS
 3352 VANNESS ST BURNABY, B.C.
 Normal Operating Budget
 (12 Month)

		RES	COMM	THSES
REVENUE				
1. Maintenance Fees	\$81,549	\$68,605	\$5,356	\$7,588
2. Laundry Income	\$6,000	6,000	0	0
3. Misc Income	\$300	200	50	50
TOTAL REVENUE	\$87,849	\$74,805	\$5,406	\$7,638
EXPENDITURES				
4. Insurance	\$5,000	\$4,000	\$250	\$750
5. Hydro	\$18,000	16,500	1,000	500
6. Water & Sewer	\$2,400	1,700	300	400
7. Common Area Cleaning	\$25,350	23,000	1,100	1,250
8. Management Fee	\$10,516	8,680	501	1,335
9. Postage and Photocopying	\$500	413	23	64
10. Repairs & Maintenance				
-Interior R & M	\$1,200	900	200	100
-Exterior R & M	\$1,200	700	200	300
-Window Washing	\$700	400	150	150
-Carpet Cleaning	\$500	450	50	0
-Supplies	\$750	650	50	50
-Waste removal	\$2,800	2,200	300	300
-Landscaping	\$3,600	1,600	400	1,600
-Fire test & monitoring	\$700	550	50	100
-Plumbing R & M	\$900	400	250	250
-Elevator	\$6,100	5,800	200	100
-Spa & Sauna Supplies	\$800	800	0	0
11. Intercom/Telephone	\$2,400	2,300	100	0
12. Sundry	\$250	200	25	25
13. Contingency	\$4,183	3,562	257	364
TOTAL EXPENDITURES	\$87,849	\$74,805	\$5,406	\$7,638
SURPLUS (DEFICIT)	(\$0)	\$0	\$0	\$0

STRATA LOT	UNIT ENTITLEMENT	MAINTENANCE FEES
1-TWNHSE	1134	\$72.08
2-TWNHSE	1280	\$81.36
3-TWNHSE	1280	\$81.36
4-TWNHSE	1280	\$81.36
5-TWNHSE	1280	\$81.36
6-TWNHSE	1280	\$81.36
7-TWNHSE	1280	\$81.36
8-TWNHSE	1134	\$72.08
9-RETAIL	633	\$118.17
10-RETAIL	864	\$161.30
11-RETAIL	894	\$166.90
12	607	\$108.06
13	583	\$103.79
14	506	\$90.08
15	586	\$104.32
16	528	\$93.99
17	579	\$103.07
18	607	\$108.06
19	583	\$103.79
20	506	\$90.08
21	586	\$104.32
22	528	\$93.99
23	579	\$103.07
24	607	\$108.06
25	583	\$103.79
26	506	\$90.08
27	586	\$104.32
28	528	\$93.99
29	579	\$103.07
30	607	\$108.06
31	583	\$103.79
32	506	\$90.08
33	586	\$104.32
34	528	\$93.99
35	579	\$103.07
36	607	\$108.06
37	583	\$103.79
38	506	\$90.08
39	586	\$104.32
40	528	\$93.99
41	579	\$103.07
42	607	\$108.06
43	583	\$103.79
44	506	\$90.08
45	586	\$104.32
46	528	\$93.99
47	579	\$103.07
48	607	\$108.06
49	583	\$103.79
50	506	\$90.08

51	586	\$104.32
52	528	\$93.99
53	579	\$103.07
54	607	\$108.06
55	553	\$103.79
56	506	\$90.08
57	586	\$104.32
58	528	\$93.99
59	579	\$103.07
60	1296	\$230.71
61	1211	\$215.58
62	1209	\$215.05
63	1288	\$229.29
	<hr/>	<hr/>
	44454	\$6,795.78

EXHIBIT "G"

BY-LAW AMENDMENTS

In order to provide for the formation and administration of the separate sections within the strata corporation, the By-Laws of the strata corporation set out in Part 5 of the *Condominium Act* (the "By-Laws") shall be amended and supplemented in the manner set forth below.

1. The By-Laws shall be amended by inserting before Section 115 the following:

"115A.

 - (a) The owners of the commercial strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan; and
 - (b) the owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan."
2. By-Law 115(g) shall be amended by inserting after the word "adopted" in the second line thereof, the words "by the strata corporation or either of the separate sections".
3. By-Law 116(d) shall be amended by deleting the words "more than one strata lot or common property" appearing in the fourth line thereof and replacing them by the words "common property not included within the limited common property appurtenant to either separate section, or more than one strata lot not all of which are within the same separate section as each other".
4. By-Law 116(g) shall be amended by inserting after the words "common expenses" in the first line thereof, the words "levied by the strata corporation and".

5. The By-Laws shall be amended by inserting after 116(h) the following:
- "(i) where an owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the strata corporation, the strata corporation shall upon the request of the mortgagee deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing."
6. The By-Laws shall be amended by inserting after By-Law 116(i) the following:
- "(j) Each separate section of the strata corporation shall:
 - (i) control, manage and administer the limited common property appurtenant to the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section;
 - (ii) keep in a state of good and serviceable repair and property maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section;
 - (iii) maintain all areas common to the separate section, both internal and external, including lawns, common gardens, common parks and storage areas, public halls and the lobby;

- 3 -

- (iv) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot within the separate section or the limited common property appurtenant to the separate section;
- (v) collect and receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government; and
- (vi) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section."

7. The By-Laws shall be amended by inserting after By-Law 117(k) the following:

- "(k) A separate section of the strata corporation may:
 - (i) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section, facilities common to the separate section or other assets of the separate section;

- 4 -

- (ii) make an agreement with any owner or occupier of a strata lot within the separate section for the provision of amenities or services by it to the strata lot or to the owners or occupiers thereof;
- (iii) grant to an owner within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
- (iv) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section; and
- (v) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section, facilities common to the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations.

- 5 -

- (l) Any resolutions passed by the strata corporation or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section;"
- (m) No By-Law, rule or regulation shall be passed by the strata corporation, the strata council or the executive of a separate section having the effect of prohibiting an owner of a strata lot in the Commercial Section from carrying on any business which may be lawfully carried on in such strata lot at any hours permitted by law;
- (n) No By-Law, rule or regulation shall be passed by the strata corporation, the strata council or the executive of a separate section having the effect of prohibiting an owner of a strata lot in the Commercial Section from displaying such signs in such strata lot as may be permitted by law; save and except that the Commercial Section may by unanimous resolution of the owners within such section adopt a scheme of signs and in such event and may from time to time vary and/or rescind such scheme, and while any such scheme is in force, each owner of a strata lot in the Commercial Section shall comply with such scheme; and
- (o) By-Laws 117(m) and 117(n) together with this By-Law 117(o) may only be varied or rescinded by unanimous resolution."

8. The By-Laws shall be amended by inserting after By-Law 118(6) the following:

"118(7) The powers and duties of a separate section shall, subject to any restriction imposed or any direction

- 6 -

given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these By-Laws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.

- "118(8) The owner-developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section."
- "118(9) Each owner of a strata lot in the Commercial Section shall be entitled to elect one nominee to the executive of the Commercial Section; and the Commercial Section shall have a chairman together with such other officers (if any) as it may from time to time determine."
- "118(10) The executive of the Residential Section shall consist of not more than seven or fewer than three members and shall have a chairman and a vice-chairman." and
- "118(11) The executive of each of the separate sections shall conduct its affairs in the same manner as the strata council is required to pursuant to these By-Laws."

9. The By-Laws shall be amended by inserting after By-Law 122(2) the following:

- 7 -

- "122(2) The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him:
- (a) a copy of any special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all general meetings of the separate section; and
 - (d) minutes of all meetings of the executive of the separate section."

10. The By-Laws shall be amended by inserting after By-Law 129(2) the following:

- "129(3) Any infraction or violation of any rules and regulations established by a separate section pursuant to these By-Laws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the next month following the date on which

- 8 -

the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable on the date of payment of the monthly assessment."

11. The By-Laws shall be amended by inserting after By-Law 128(10) the following:

"128(11) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with section 128A of these By-Laws."

12. The By-Laws shall be amended by inserting after By-Law 128 the following:

"128A The expenses common to a separate section shall be apportioned by the executive of that separate section in the following manner:

- (a) common expenses except electrical shall be allocated to all strata lots in the separate section and shall be borne by the owners in proportion to the unit entitlements of their strata lots. If a strata lot shall require a utility service not supplied to all lots the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it shall determine; and

SOLICITOR'S CERTIFICATE

IN THE MATTER OF THE REAL ESTATE
ACT) AND THE DISCLOSURE STATEMENT
OF 424071 B.C. LTD. FOR PROPERTY
LEGALLY DESCRIBED AS: CITY OF
VANCOUVER, PARCEL IDENTIFIER 014-827
-930, LOT D, BLOCKS 155 AND 156,
DISTRICT LOT 37, PLAN 22433

I, GRAHAM J. PHILLIPS, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated December 1, 1992, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in paragraphs 1, 4.01, 4.02(a), 4.02(b) and 4.04 of the Disclosure Statement are correct.

DATED at Vancouver, British Columbia this 4th day of December, 1992.



GRAHAM J. PHILLIPS

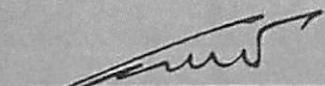
DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF THE REAL
ESTATE ACT AND THE DISCLOSURE
STATEMENT OF 424071 B.C. LTD.
FOR PROPERTY LEGALLY DESCRIBED
AS: TO WIT: CITY OF VANCOUVER,
PARCEL IDENTIFIER 014-827-930,
LOT D, BLOCKS 155 AND 156,
DISTRICT LOT 37, PLAN 22433


I, PETER GIL, Businessman, of 7796 Elwell Street,
Burnaby, British Columbia, V5E 1M1, do solemnly declare:

1. THAT I am the sole Director and President of 424071 B.C. Ltd.,
the Developer referred to in the above described Disclosure
Statement dated the 1st day of December, 1992.
2. THAT every matter of fact stated in the Disclosure Statement
is correct.
3. THAT I am aware that Section 50(7) of the Real Estate Act
requires that a true copy of the Disclosure Statement be
delivered to every prospective purchaser or lessee and receipt
for same be obtained.
4. AND I make this solemn declaration, conscientiously believing
it to be true and knowing that it is of the same force and
effect as if made under oath.

SWORN BEFORE ME at the City)
of Vancouver, in the Province)
of British Columbia, this)
4 day of December, 1992)



Commissioner for Taking)
Affidavits in the Province of)
British Columbia)



PETER GIL

This is Exhibit " B " referred to in the
affidavit of Brian Yan Muk
sworn before me at New Westminster
this 25th day of March 2022



A Commissioner for taking Affidavits
for British Columbia

Strata Plan LMS992 – Joyce Place

Minutes of a Special General Meeting

HELD: On Thursday, November 7, 2019 at 7:00 p.m. in the Meeting Room, 3380 Vanness Ave, Vancouver BC

PRESENT: Fifty-one (51) owners in person or by proxy, as per the registration sheet.

PROPERTY MANAGER: Edward Jang, Senior Property Manager, Siegle Properties BC Ltd

CALL TO ORDER, QUORUM REPORT: The meeting was called to order at 7:18 pm. The Property Manager noted that with fifty-two (52) eligible votes, the quorum requirements set out in the bylaws had been met. Strata council Vice-President would chair the meeting and assisted by the property manager.

PROOF OF NOTICE OF MEETING: The Property Manager advised that the Notice of Meeting was issued in compliance with the Strata Property Act.

¾ VOTE SPECIAL RESOLUTION #1

MGH Engineering and Apex Consultant, both hired by the strata council advises that all of the Town Homes displays significant damage/decay of the wood in the north elevation walls (facing Vanness Avenue) and pose a potential "Life-Safety Hazard" to its occupants if the damaged/decayed structural framing remains un-attended.

MGH Engineering and Apex Consultant both agree and recommend that the Strata Corporation immediately complete necessary wood rot replacement and emergency temporary shoring for the ground floor, crawl space and second floor north elevation of all townhouses. Three quotes were received ranging from a cost of \$171,575.00-\$197,300.00. The engineering cost will not exceed \$10,000.00. At this time the two end units had wood rot and shoring completed only to the ground floor.

Strata Corporation have recently received a legal (Unsafe) order from City of Vancouver requiring Strata Plan LMS992 to immediately provide any shoring that is required to keep all townhouses safe (copy of legal order is attached)

Strata Corporation have also been advised by strata insurance provider, if strata corporation does not approve necessary funding to mitigate potential liability and risk due to significant wood rot/decay by installation of emergency temporary shoring within the townhouses, then the strata insurance companies will issue 15 day notice to terminate the existing insurance coverage policy for Strata Plan LMS992 (meaning the strata corporation have no insurance coverage for any types of loss).

THEREFORE, THE OWNERS STRATA PLAN LMS992, RESOLVE THAT:

1. The sum of \$190,000.00 be authorized to be raised by a special levy as set out in the schedule to this resolution (charged to Owners in proportion to the unit entitlement of their respective strata lots in accordance with section 99 of the Strata Property Act), to be spent for the following purposes.
 - Installation of emergency shoring to mitigate exposure to liability from wood rot and structural deficiencies \$171,575.00 plus tax
 - Engineering cost \$10,000.00 plus tax
2. The special levy ("Townhouse structural rot and deficiencies") shall be due and payable on November 7, 2019 upon passage and any owner who sells, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in one (1) equal payment due on December 13, 2019

It was requested to list out how each strata lot owner voted.

MOVED and SECONDED to approve Special Resolution #1 as presented

Motion Defeated

The following strata lots voted in favour of Special Resolution #1

3,4,5,7,16,17,19,22,26,28,30,34,37,39,40,42,43,44,45,46,47,48,49,51,53,54,55,56,57,58,59,60,61,62,63

The following strata lots voted against Special Resolution #1

1,2,6,10,11,14,18,20,23,24,27,29,31,36,38,52

Property manager reported there are insufficient votes to approve **Special Resolution #1**

Insurance provider will be notified that necessary funding to mitigate risk and liability due to severe wood rot/decay within the townhouses is not approved by the owners of Strata Plan LMS992.

City of Vancouver will also be notified that without necessary funding, Strata Plan LMS992 will not be able to comply with unsafe order dated October 7, 2019.

TERMINATION OF MEETING

There being no further business, this meeting was terminated at 7:40 PM

Siegle Properties BC Ltd
Managing Agent for LMS992

Strata Plan LMS992 – Joyce Place

Minutes of a Special General Meeting

HELD: On Thursday, August 29, 2019 at 7:00 p.m. in the Meeting Room, 3380 Vanness Ave, Vancouver BC

PRESENT: Forty-two (42) owners in person or by proxy, as per the registration sheet.

PROPERTY MANAGER: Edward Jang, Senior Property Manager, Siegle Properties BC Ltd

CALL TO ORDER, QUORUM REPORT: The meeting was called to order at 7:05 pm. The Property Manager noted that with forty-two (42) eligible votes, the quorum requirements set out in the bylaws had been met. Strata council President would chair the meeting and assisted by the property manager.

PROOF OF NOTICE OF MEETING: The Property Manager advised that the Notice of Meeting was issued in compliance with the Strata Property Act.

¾ VOTE SPECIAL RESOLUTION #1

MGH Engineering and Apex Consultant, both hired by the strata council advises that all of the Town Homes displays significant damage/decay of the wood in the north elevation walls (facing Vanness Avenue) and pose a potential "Life-Safety Hazard" to its occupants if the damaged/decayed structural framing remains un-attended.

MGH Engineering and Apex Consultant both agree and recommend that the Strata Corporation complete necessary wood rot replacement and significant shoring for the ground floor and second floor north elevation of all townhouses. Three quotes were received ranging from a cost of \$171,575.00-\$197,300.00. The engineering cost will not exceed \$10,000.00. At this time the two end units had wood rot and shoring completed only to the ground floor.

THEREFORE, THE OWNERS, LMS992 RESOLVE THAT:

The sum of \$190,000.00 be authorized to be raised by a special levy as set out in the schedule to this resolution (charged to Owners in proportion to the unit entitlement of their respective strata lots in accordance with section 99 of the Strata Property Act), to be spent for the following purposes:

1. Repairs to townhouse wood rot and structural deficiencies \$171,575.00 plus tax
2. Engineering cost \$10,000 plus tax

The special levy ("Townhouse structural rot and deficiencies") shall be due and payable on August 29, 2019 upon passage and any owner who sells, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in two (2) equal payments due on September 25, 2019 and October 23, 2019.

It was **MOVED** and **SECONDED** to list out how each strata lot voted.

Motion Carried

MOVED and **SECONDED** to approve **Special Resolution #1** as presented

Motion Defeated

The following strata lots voted in favour of **Special Resolution #1**
3,4,16,24,26,28,30,33,42,45,47,48,54,55,56,57,60,61,62,63

The following strata lots voted against **Special Resolution #1**
1,2,7,9,10,11,12,13,14,16,18,20,23,27,29,36,38,51,52

Property manager reported there are insufficient votes to approve **Special Resolution #1**

Strata Plan LMS992 – Joyce Place

Property manager advised the owners that the independent engineer has a fiduciary duty to advise City of Vancouver Building Inspector of the serious structural wood rot/decay which poses a life and safety issue.

Copies of all engineer reports were also provided to strata insurance providers. Strata insurance providers advises there is no insurance coverage for any resultant damage related to the building envelope due to the owners lack of proper maintenance.

¾ VOTE SPECIAL RESOLUTION #2

The Strata Corporation had two major water loss recently. The Strata Corporation insurance deductible is \$25,000 for each loss. Strata Corporation does not have sufficient funding for these two deductibles within the operating budget or have sufficient funds within Contingency Reserve Fund account. The Strata Corporation intends to pay these two insurance deductible by approving and collecting a levy to pay the amount of \$50,000.00.

THEREFORE, THE OWNERS, LMS992 RESOLVE THAT:

The sum of \$50,000.00 be authorized to be raised by a special levy as set out in the schedule to this resolution (charged to Owners in proportion to the unit entitlement of their respective strata lots in accordance with section 99 of the Strata Property Act), to be spent for the following purposes:

1. Strata insurance water loss deductible (2x\$25,000=\$50,000)

The special levy ("Strata insurance water loss deductible") shall be due and payable on August 29, 2019 upon passage and any owner who sells, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in one (1) payment on or before September 25, 2019.

It was **MOVED** and **SECONDED** to list out how each strata lot voted.

Motion Carried

MOVED and **SECONDED** to approve **Special Resolution #2** as presented

Motion Defeated

The following strata lots voted in favour of **Special Resolution #2**

3,4,12,16,19,23,26,28,30,42,45,47,48,51,54,55,56,57,60,61,62,63

The following strata lots voted against **Special Resolution #2**

1,2,6,7,9,10,11,13,14,18,20,23,27,36,38,39,44,52

Property manager reported there are insufficient votes to approve **Special Resolution #2**

Property manager advised the owners that the restoration contractor will be able to register liens against all 63 units due to non payment of insurance deductibles and the completion of restoration work will be on hold until deductibles are paid.

TERMINATION OF MEETING

There being no further business, this meeting was terminated at 8:10 PM

Siegle Properties BC Ltd
Managing Agent for LMS992

This is Exhibit " C " referred to in the
affidavit of Brian Yan Mak
sworn before me at New Westminster
this 25 day of March 2022


A Commissioner for taking Affidavits
for British Columbia

January 25, 2022

Dear Owners, Strata Plan LMS 992 (Joyce Place) –

Re: Letter to Owners – Annual General Meeting 2021/2022 - Thursday February 24, 2021 at 5:00PM (Registration at 4:30PM) in the backyard of the tower building.

Last July, our owners came together and made a decision about the future of our strata corporation. Council wants to thank all owners for their cooperation and understanding as we continue to tackle our challenges together. Due to provincial health restrictions, we are hosting our AGM this year in the backyard of the tower building.

We will have a virtual town hall over Zoom on **Thursday February 17, 2022 at 7:00pm at <https://zoom.us/j/3038953916>** to answer any questions about the operating budget, special resolutions, and the future of our strata corporation. The AGM will take place in-person on **Thursday February 24, 2022 at 5:00pm in the backyard of the tower building.** The rationale for hosting the AGM outside is to eliminate the need to ask for vaccine passports and potentially turning away and refusing entry to owners who do not have a vaccine passport. Owners who are refused entry to an AGM can dispute the AGM procedure and potentially invalidate the results of our AGM meeting.

I wanted to thank Fiona for stepping up and reviewing our monthly financials, being conscious about spending. Owners can have greater confidence knowing that our hard-earned dollars are being spent responsibly as we aim to always get good value for money, especially for special projects and ongoing maintenance.

Voting By Proxy: Due to COVID-19, owners are highly encouraged to vote by proxy. Owners can appoint Brian Yan Muk or anyone and slip the paper proxy under 1003 or scan/take a picture and email to b.yanmuk@gmail.com. As always, I will be sure to vote as indicate on your proxy form. Alternatively, you can appoint another owner that you trust that will be attending the AGM.

Owners Owing Money To Strata Corporation: At the July 2020 SGM, owners voted in favour to raise \$1.8M for long-term townhouse repairs, including structural shoring and townhouse building re-envelope. As of December 2021, only 60% of owners have paid all or most of their monthly fees and levy in full. Per our strata bylaws section 28(8) Voting, except in matters requiring unanimous votes, owners who owe money to the strata corporation can't vote in AGM and SGM. Per the multiple notices sent in the mail, council has a number of mechanisms to enforce collection, including warning notices, late fines, interest charges, and liens against the land title. Leo will have an up-to-date list of owners owing to the strata corporation on the day of the AGM.

Depreciation Report: Following previous AGMs, Council recommends that owners vote "IN FAVOUR" of waiving our depreciation report. This is because we are in the process of winding up our strata corporation and are aware of areas of our strata that need to be urgently addressed in the next 1 to 2 years, including the townhouse building envelope, tower building envelope, tower piping, and second elevator. **SEE AGENDA ITEM #5, RESOLUTION #1.**

Operating Budget: The amount of strata fees collected over the year will remain the same at \$360K. Minor adjustments have been made from the 2020/2021 budget to the 2021/2022 budget to reflect the actual costs from the previous year. **SEE AGENDA ITEM #7.**

Election of Council Members: Given that owners are encouraged to vote by proxy, all 7 current council members will be nominated for re-election. The current council members are up for re-election with a single vote: Brian (1003), Ferdie (601), Fiona (906), Hera (1006), Pearl (1001), Sean (1104), and Simon (1103). Other owners present at the AGM may nominate themselves in-person so those who submitted a proxy are encouraged to check "AT THE DISCRETION OF THE PROXY HOLDER" for #9 on the proxy form. **SEE AGENDA ITEM #9.**

Insurance Update: As of Monday January 31, 2022, we received a quote for insurance coverage from BFL with an annual premium of \$140K, up from the \$120K annual premium from the 2020/2021 budget. BFL mentioned the increase in premiums is due to increased risk of not performing the permanent repairs on the townhouses. Council is exploring other quotes from other insurance brokers. Owners should note, our strata insurance only covers general liability insurance and does not cover property insurance, meaning any major damage to common property, like floods, cannot be claimed with the insurance provider.

Building Sale Update: In July 2021, the strata corporation voted in favour to wind up the strata corporation. In September 2021, our strata lawyers filed for an application for a court hearing with the BC Supreme Court and provided evidence of the building sale. In October 2021, a disclosure package was mailed to all owners. In December 2021, the court received a petition against a set of owners and now the strata corporation is working with our lawyer to respond to the petitions against the sale of the building. Intracorp is still working with the City of Vancouver to re-zone the property. The strata corporation is still on track to complete the sale in Spring of 2023.

Townhouse Repair Update: In April 2021, strata council received a preliminary design proposal for permanent repairs for the townhouse building envelope from RDH at the high level cost estimate of \$2.3M. In July 2021, RDH certified that all of the townhouses were temporarily shored at a high level total cost of around \$30K for drywall removal, wood shoring installation, and engineering inspection. RDH recommends an annual inspection of the temporary wood shoring once per year so we schedule a safety inspection in July 2022. In July 2021, given the strata corporation voted in favour to wind up the strata corporation, the permanent repairs of the townhouses are on pause indefinitely. Money for the repair levy raised in July 2020 must still be collected and kept in the unlikely scenario that the sale does not go through.

Legal Recap: As we did not apply for a permit for the permanent repairs and our engineers refused to apply for a permit for the temporary wood shoring, we are in a dispute with the City of Vancouver for non-compliance of the permanent repairs. Our lawyer is trying to work with the City of Vancouver inspector, City of Vancouver lawyers, and RDH to coordinate an agreement that the townhouses are safe.

Ant Treatment: We changed pest control companies back in October 2021. We have performed 4 rounds of ant treatment and will continue to perform targeted follow-up treatments until owners report no more ants.

Application for Cannabis Store: The City of Vancouver refused a development application for Arcannabis Enterprises (BC) Inc to permit the interior alterations and to change the use of the commercial space in 3378 Vanness Ave from a beauty salon to a cannabis store. This is due to a bylaw in the City of Vancouver that a cannabis store must be at least 300m away from a school and our building is less than 100m away from the St. Mary's school behind the tower. The cannabis company has applied for an appeal and strata council has provided input on behalf of the strata corporation to the City of Vancouver.

2nd Elevator Repair Investigation: We are investigating with Richmond Elevator to see what the cost would be to safely turn on the 2nd elevator. This is to help us prepare for the building to move out. Owners will be consulted based on the quotes received.

Plumbing Reminder: As a reminder to owners, nothing other than toilet paper should be flushed down the toilet - paper towels, sanitizer wipes, and hygiene products should not be flushed. Also, owners should not pour grease down the sink.

Future Outlook: Given the strata corporation is in the process of winding up, strata council is looking at opportunities to minimize and reduce operating expenditures and avoid major repair projects while continuing to keep up with minor repairs and ongoing short-term maintenance.

On behalf of Hera, Fiona, Peal, Ferdie, Simon and Sean, I want to thank owners for their cooperation as we navigate through these tough times. Any questions or feedback can always be emailed to joycecouncil@googlegroups.com.

Sincerely,

Brian Yan Muk, LMS 992 Strata Council President

MEMORANDUM

TO: Owners, Strata Plan LMS992 **DATE:** Jan 25th 2022
RE: 2022 ANNUAL GENERAL MEETING / TOWN HALL MEETING

This year's Annual General Meeting is scheduled to be held on **Thursday, Feb 24, 2022 at 5PM in the backyard of the tower building**. Registration will open at 4:30PM.

Due to COVID-19 restrictions, the Strata Council strongly suggests that owners attend via proxy for this year's Annual General Meeting. A virtual town hall meeting will be held on **Thursday February 17, 2022 at 7PM over Zoom at <https://zoom.us/j/3038953916>**.

What is / How does 'Restricted Proxy' Work?

A restricted proxy meeting is a general meeting held mostly by way of a proxy vote with specific instructions for each of the items of the Agenda. *It is strongly recommended that a Strata Council member who is able to attend the meeting be appointed as the proxy holder, as the proxy holder needs to be in attendance at the meeting.* However, the owner may appoint anyone they see fit, so long as the appointed person (proxy holder) can attend the meeting. Strata Council members then hold the General Meeting in person and the voting process will reflect Owners' instructions on the proxy. This generally means only the Strata Council members will attend the AGM in person; the other Owners will be represented by their own appointed proxy holder. The decisions of the meeting will reflect the votes as they are counted on the proxy.

IMPORTANT: The Strata Council wants to emphasize that in person participation to the Annual General Meeting will not be denied to any Owner. However, the Strata Council strongly encourages all owners to attend via proxy. If an Owner still wishes to attend, the Strata Council must ensure all COVID-19 restriction guidelines are followed.

Owners wishing to attend the AGM in person should notify Leo Chan in writing by email leo.chan@dwellproperty.ca by Feb 18, 2022 5:00PM.

Since this AGM will be held without the broad physical participation of the Ownership, the Strata Council is intent on giving Owners a voice, providing detailed information and answering direct questions. The Strata Council will hold a:

VIRTUAL TOWN HALL MEETING VIA ZOOM

On Thursday, Feb 17th, 2022 at 7PM

Zoom Link – Join By Zoom App: <https://zoom.us/j/3038953916>

Zoom Call – Join By Phone: 778-907-2071, Meeting ID 303 895 3916

If you have any questions regarding the AGM, email Leo at leo.chan@dwellproperty.ca.

Kind Regards,
Leo Chan
Property Manager, Strata Plan LMS992
E leo.chan@dwellproperty.ca P 604.248.1011

**NOTICE OF THE ANNUAL GENERAL MEETING
STRATA CORPORATION LMS992 – Back of the Building Outdoor Where we had our SGM**

Date: Thursday Feb 24, 2021

Time: 4:30 PM Registration
5:00 PM. Call to Order

Location: **Backyard of the Tower Building, 3380 Vanness Ave.**

Owners: **Wear Masks. Be Vaccinated and maintain social distancing. Council strongly advises owners to attend by submitting their proxy**

AGENDA

1. Registration – 4:30PM
2. Meeting Procedures
 - a. Certification of proxies
 - b. Issuing voting cards / ballots and determination of quorum (21/63)
 - c. Filing Proof of Notice of Meeting and Receipt of Financial statements
3. Call to Order – 5:00PM
4. Approval of Agenda and Previous General Meeting Minutes: SGM, July 7th, 2021
5. ¼ Vote Resolution #1 Depreciation Report Waiver
6. Report on Insurance
7. Proposed Operating Budget (Based on Unit Entitlement)
 - Proposed Operating Budget
 - Schedule of Strata Fees
8. New Business

(Please note that this item is for council to discuss any new business arising pertaining to the Strata Corporation. If you have any concerns that you would like addressed at the meeting, please forward them in writing to the Strata Council via the property management company at least two weeks prior to the meeting date.)
9. Election of Council Members
10. Meeting Termination

Notice Mailed on or before: Feb 4th, 2022

**The Owners, Strata Plan LMS992
Annual General Meeting (AGM) Feb 24, 2022**

RESTRICTED PROXY FORM

Due to the restrictions on community gatherings, the strata corporation is attaching this restricted proxy for the AGM to be conducted on **Thursday February 24, 2022 at 5PM in the backyard of the tower building.**

- The proxy will be represented, on your behalf, by the designated council member, advisor or alternate who is able to attend the meeting.
- Each instruction will be voted as restricted, no amendments will be permitted, the accurate count of each vote will be recorded on the meeting minutes.
- Agenda items 1 to 4 & 10 are procedural and the designated proxy holder is authorized to ratify each by majority vote.

This proxy shall constitute the person attending by proxy to meet quorum requirements for a meeting.

STRATA PLAN LMS992 RESTRICTED PROXY – Submission Options (please choose one option only):

1. **Scan/photograph and email this completed proxy to: leo.chan@dwelproperty.ca. Subject Line: Strata Plan LMS 992 - AGM PROXY. Must be submitted no later than 5:00 PM Friday, Feb 18th 2022;**
2. **Slide Paper Proxy Vote under Unit 1003 to Brian Yan Muk or scan/photograph and email this completed proxy to b.yanmuk@gmail.com. Must be submitted no later than 5:00 PM Wednesday, Feb 23th, 2022.**

Restricted Proxy for a Specific Meeting

I/We, _____ [name(s)], the owner(s)/tenant(s)/mortgagee of the strata lot/unit # _____, [3380 Vanness Ave.] appoint **Council President Brian Yan Muk**, to act as my limited/restricted proxy at the annual or special general meeting to be held on **Feb 24th 2022**. If you are appointing someone else, please specify name and unit number: _____

Please make sure you are not in arrears. As per our bylaw, owners in arrear

(8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fine, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

At: Vancouver, BC

Signature of owner _____

Agenda items 1 to 4 & 10 are procedural and the designated proxy holder is authorized to ratify each by majority vote. Please check only 1 box for each resolution:

Resolution or agenda item description as included in the notice package that require voting instructions	In Favour	Opposed	Abstain	At the discretion of the Proxy Holder
5. 3/4 Vote Resolution #1 Depreciation Report Waiver				
7. Approval of 2021-2022 Proposed Operating Budget - Majority Vote				
9. Elect the 2021-2022 Strata Council (7 serving members from 2020 -2021 are willing to be nominated) - Majority Vote				

- End -

Vote Resolution #1 – DEPRECIATION REPORT WAIVER

PRE-AMBLE: *The Strata Property Act, section 94, requires the Strata Corporation to obtain a depreciation report unless a three-quarter (3/4) vote to waive the requirement is approved.*

WHEREAS *a strata corporation pursuant to section 94 of the Strata Property Act S.B.C. 1998, c. 43 may approve to waive the need to obtain a Depreciation Report by a ¾ vote resolution;*

NOW THEREFORE BE IT RESOLVED *by a ¾ vote of the Owners, Strata Plan LMS992, present in person or by proxy at this Annual General Meeting held Feb 24th 2022, that the requirement for the Strata Corporation to obtain a Depreciation Report be waived until next Annual General Meeting.*

Note: **Voting in favour will defer paying to have the report produced.**

END OF RESOLUTION #1



1177 West Hastings Street, Suite 200 Vancouver, BC V6E 2K3
T. 604 669-9600 | 1 866 669-9602 | F. 604 683-9316

February 9, 2021

Strata Plan LMS992
c/o 482258 BC Ltd dba Dwell Property Management
170 - 4311 Viking Way
Richmond, BC V6V 2K9

Attention: Leo Chan

Dear Leo,

**RE: Strata Plan LMS992 - JOYCE PLACE
Cover Note No. VAN-21-47264**

We are pleased to enclose the above noted Cover Note evidencing coverage in place, effective February 05, 2021 to February 05, 2022 in accordance with your instructions.

We recommend that you review the enclosed Cover Note very carefully. Should you find that the coverage set forth is not consistent with your instructions or if there are any errors or discrepancies, please advise us immediately.

An invoice representing the annual premium of **\$120,000.00** is enclosed for your kind remittance.

Please note that the policy is subject to the following exclusions:

- Third Party Bodily Injury/ Property Damage to Strata Plan Owners
- Cross Liabilities between the Strata Plan Owners
- Communicable Disease Exclusion
- Construction Activities Exclusion
- Cyber and Data Total Exclusion

As required under the Financial Institutions Act, we also enclose a signed Disclosure Notice.

As brokers, we are bound to remind you that insurance transactions between an Insured and an Insurer are based on good faith. To safeguard your insurance coverage and comply with policy conditions, you have an obligation, for the entire policy term, to promptly notify your Insurer of all changes relevant to the risk which might affect the Insurer's decisions as to coverage and premium. Please be aware that if you do not disclose all such information, Insurers may have the right to void the policy in its entirety, or sections thereof which may lead to claims not being covered. Please advise us of any material change so that we may notify your insurer accordingly.

We trust you will find the enclosed documentation to be in order and thank you for allowing BFL CANADA to be of service. Should you have any questions or concerns, please do not hesitate to contact any of your Service Team members.

Yours sincerely,

BFL CANADA Insurance Services Inc.

Peggy Lee, BA, CAIB, CRM
Vice-President, Client Executive
Direct Line: 604-678-5480
Email Address: plee@bflcanada.ca
PL/dcEnclosure

Disclosure Notice under the Financial Institutions Act

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to a customer in writing.

Named Insured / Applicant: The Owners, Strata Plan LMS992, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners

Mailing Address: 170 - 4311 Viking Way, Richmond, BC V6V 2K9

Policy Type: I. Strata and Apt Off Program

Insurer: I. Certain Lloyd's Underwriters as arranged by Price Forbes & Partners Ltd.

Policy No.: I. Cover Note No. VAN-21-47264 referencing Policy No. TBA

Policy Term: February 5, 2021 To: February 5, 2022

Name of Agent: Peggy Lee

1. I am licensed as a general insurance agent by the Insurance Council of British Columbia.
2. This transaction is between you and the insurer(s) shown above.
3. I am representing BFL CANADA Insurance Services Inc., who does business with the insurer(s) shown above.
4. The Insurer(s) shown above has no financial interest in BFL CANADA Insurance Services Inc.
5. BFL CANADA Insurance Services Inc. has no financial interest in the Insurer(s) shown above.
6. Upon completion of this transaction, BFL CANADA Insurance Services Inc. will be remunerated by way commission or fee.
7. The Financial Institutions Act prohibits the Insurer(s) shown above and/or BFL CANADA Insurance Services Inc. from requiring you to transact additional or other business with the Insurer(s) shown above or any other person or corporation as a condition of this transaction.

BFL CANADA Insurance Services Inc.

Authorized Representative: _____



Date: February 9, 2021



1177 West Hastings Street, Suite 200 Vancouver, BC V6E 2K3
T. 604 669-9600 | 1 866 669-9602 | F. 604 683-9316

COVER NOTE
Nº VAN-21-47264

In accordance with your instructions, we have bound insurance as follows:	COMMERCIAL GENERAL LIABILITY

NAMED INSURED: The Owners, Strata Plan LMS992, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners

PROPERTY MANAGER: 482258 BC Ltd dba Dwell Property Management

MAILING ADDRESS: 170 - 4311 Viking Way, Richmond, BC V6V 2K9

POLICY PERIOD: February 05, 2021 to February 05, 2022
(12:01 am standard time at the mailing address of the insured)

POLICY Nº: TBA

PREMIUM: \$120,000.00

INSURER(S)/PARTICIPATION 100%: Certain Lloyd's Underwriters as arranged by Price Forbes & Partners Ltd.

LOSS, IF ANY, PAYABLE TO: All Registered Unit Owners &/or other Mortgagees as their interest may appear and as shown in the Land Registration District Office applicable to the said Property.
(Solely as their interests may appear)

LOCATION(S) OF PROPERTY INSURED: 3362-3376, 3378, 3380, 3382 & 3384 Vanness Avenue, Vancouver, BC V5R 5A8
JOYCE PLACE

WORDING: As per Price Forbes & Partners Ltd. policy wordings to follow.

This document contains a summary of the information found in the insurance contract. Coverage is subject to the conditions, limits and exclusions of the contract issued by the Insurer.

BFL CANADA Insurance Services Inc.

Signed in Vancouver, on February 9, 2021

Per: 

Authorized Representative

As brokers, we are bound to remind you that insurance transactions between an Insured and an Insurer are based on good faith. To safeguard your insurance coverage and comply with policy conditions, you have an obligation, for the entire policy term, to promptly notify your Insurer of all changes relevant to the risk which might affect the Insurer's decisions as to coverage and premium. Please be aware that if you do not disclose all such information, Insurers may have the right to void the policy in its entirety, or sections thereof which may lead to claims not being covered. Please advise us of any material change so that we may notify your Insurer accordingly. If you have any questions, please do not hesitate to contact us.

This policy contains a clause which may limit the amount payable.



1177 West Hastings Street, Suite 200 Vancouver, BC V6E 2K3
T. 604 669-9600 | 1 866 669-9602 | F. 604 683-9316

Page
2 of 2

This page is attached to and is part of **COVER NOTE N° VAN-21-47264**

DESCRIPTION OF COVERAGE(S), CONDITION(S), EXCLUSION(S)

INTEREST INSURED:	COMMERCIAL GENERAL LIABILITY	
LIMIT(S):	\$ 2,000,000	Bodily Injury & Property Damage
	\$ 2,000,000	Products and Completed Operations
	\$ 2,000,000	Personal and Advertising Injury Liability
DEDUCTIBLE(S):	\$ 25,000	Bodily Injury and Property Damage
	\$ 25,000	Products and Completed Operations
ADDITIONAL INSURED(S):	It is understood and agreed that 482258 BC Ltd dba Dwell Property Management (Property Manager) is added as an Additional Insured but only with respect to liability arising out of the operations of the Named Insured.	
EXCLUSION(S):	Third Party Bodily Injury / Property Damage to Strata Plan Cross Liabilities between the Strata Plan Owners Communicable Disease Exclusion Construction Activities Exclusion Cyber and Data Total Exclusion	

As brokers, we are bound to remind you that insurance transactions between an Insured and an Insurer are based on good faith. To safeguard your insurance coverage and comply with policy conditions, you have an obligation, for the entire policy term, to promptly notify your Insurer of all changes relevant to the risk which might affect the Insurer's decisions as to coverage and premium. Please be aware that if you do not disclose all such information, Insurers may have the right to void the policy in its entirety, or sections thereof which may lead to claims not being covered. Please advise us of any material change so that we may notify your Insurer accordingly. If you have any questions, please do not hesitate to contact us.

THE IMPORTANCE OF RESIDENTIAL STRATA LOT OWNER'S PERSONAL INSURANCE

Unit owners should always make sure their personal assets and liabilities are adequately protected by their own personal insurance policy.

A typical unit owner's policy provides a variety of coverage:

- **Personal Property:** in general terms, this coverage includes all the content items a unit owner brings into the unit or keeps in a storage locker on premises, such as furniture, electronics, clothing, etc. Most policies will also cover the personal property while it is temporarily off premises, on vacation for example.
- **Additional Living Expenses:** this coverage helps unit owners, and their families deal with the extra expenses which can often result if the home is made unfit for occupancy due to an insured loss or damage, whether it is a fire or significant water damage due to no fault of their own, unit owners and their families may have to move out while their unit is being repaired.
- **Betterments & Improvements:** many unit owners spend considerable money making the unit their own; old carpet is replaced with hardwood flooring, cabinets and counter tops are updated and fixtures modernized to the 21st century. The unit owner's personal insurance policy provides coverage for these items, which are specifically excluded from coverage under all Strata Corporations' insurance policies.
- **Strata Deductible Assessment:** more and more Strata Corporations have by-laws in place to facilitate charging back the Strata deductible to the unit owner responsible for a loss or damage, in many cases the mere fact the damage originates in the unit is sufficient to make the assessment valid. Strata deductibles can be as low as \$1,000 and as high as \$500,000. Unit owners' personal policies cover this risk to a specific limit; owners need to make sure they are fully insured.
- **Personal Liability:** at home or pretty much anywhere in the world, unit owners' policies also provide comprehensive protection for claims against them for property damage and bodily injury.
- **Tenant's Home Insurance:** if you rent your home out, please consider adding a clause to the Tenancy Agreement to require your tenant(s) to have proper home insurance. Such request is allowed by the Residential Tenancy Act and Regulations.

NOTE: each unit owner has specific insurance requirements which should be discussed with an insurance broker to ensure the right protection is in place.



Leo Chan | Property Manager



Dwell Property Management | Suite 170 – 4311 Viking Way, Richmond, BC V6V 2K9
E leo.chan@dwellproperty.ca | D 604.248.1011 | P 604.821.2999
dwellproperty.ca

Balance Sheet

November 30, 2021

Fiscal Year End: November

ASSETS

CURRENT ASSETS

1110-0000 Bank - Operating Account	47,746.02
1120-0000 Bank - Contingency Fund	169,086.95
1145-2000 Bank - Special Levy Fund 2	3,872.92
1145-3000 Bank - Special Levy Fund 3	1,345,083.40
1145-4000 Bank - Special Levy Fund 4	2.94
1145-5000 Bank - Special Levy Fund 5	75,136.74
1200-0000 Prepaid Insurance	13,333.34
1210-0000 Prepaid Expenses	462.00
1300-0000 Accounts Receivable	501,175.06
1450-0000 Interfund Loan - Contingency Fund	3,829.12
TOTAL CURRENT ASSETS	2,159,728.49
TOTAL ASSETS	2,159,728.49

LIABILITIES & OWNERS EQUITY

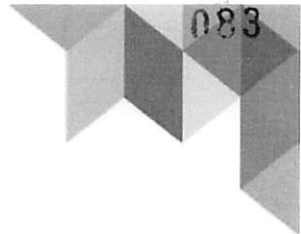
LIABILITIES

CURRENT LIABILITIES

2020-0000 Prepaid Strata Fees	442.90
2100-0000 Accounts Payable	10,001.91
2105-0000 Accrued Liabilities	2,205.00
2160-1000 Interfund Loan - Levy Fund 1	3,829.12
TOTAL CURRENT LIABILITIES	16,478.93
TOTAL LIABILITIES	16,478.93

OWNERS EQUITY

3005-0000 Operating Fund - Prior Years	25,374.54
3010-0000 Operating Fund - Current Year	65,910.70
3020-1110 Contingency Fund - Opening Balance	199,474.69
3020-1120 Contingency Fund - Current Year	22,455.96
3020-1130 Contingency Fund - Interest	390.70
3020-1410 CRF Expense Current Year	-49,405.28
3145-2110 Special Levy Fund 2 - Opening Balance	74,926.90
3145-2130 Special Levy Fund 2 - Interest	170.50
3145-2410 Special Levy Fund 2 - Current Year Withdrawals	-70,161.53
3145-3110 Special Levy Fund 3 - Opening Balance	540,084.46
3145-3120 Special Levy Fund 3 - Current Yr Contribution	1,260,000.12
3145-3130 Special Levy Fund 3 - Interest	5,691.21
3145-3410 Special Levy Fund 3 - Current Year Withdrawals	-38,737.06
3145-4110 Special Levy Fund 4 - Opening Balance	-88,020.19
3145-4120 Special Levy Fund 4 - Current Yr Contribution	120,000.05
3145-4130 Special Levy Fund 4 - Interest	89.35
3145-4410 Special Levy Fund 4 - Current Year Withdrawals	-132.30
3145-5120 Special Levy Fund 5 - Current Yr Contribution	75,000.00
3145-5130 Special Levy Fund 5 - Interest	136.74
TOTAL OWNERS EQUITY	2,143,249.56



Balance Sheet (Continued)

November 30, 2021

Fiscal Year End: November

TOTAL LIABILITIES & OWNERS EQUITY

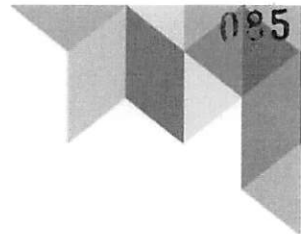
2,159,728.49

Budget Comparison

November 1, 2021 - November 30, 2021

Fiscal Year End: November

	MTD Actual	MTD Budget	Variance	YTD Actual	YTD Budget	Variance	Annual Budget
REVENUE							
4100-0000 Strata Fees	30,001.22	30,001.13	0.09	360,014.64	360,014.00	0.64	360,014.00
4500-0000 Parking Income	50.00	50.00	0.00	600.00	600.00	0.00	600.00
4510-0000 Laundry Income	221.69	125.00	96.69	1,884.60	1,500.00	384.60	1,500.00
4515-0000 Keys, Fobs, Access Cards	0.00	33.37	-33.37	0.00	400.00	-400.00	400.00
4520-0000 Move In/Out Charges	0.00	0.00	0.00	200.00	0.00	200.00	0.00
4580-0000 Interest Income	40.45	25.00	15.45	355.25	300.00	55.25	300.00
TRANSFER FROM RESERVES							
4940-0000 Prior Year Brought Forward	325.33	325.37	-0.04	3,903.96	3,904.00	-0.04	3,904.00
TOTAL TRANSFER FROM RESERVES	325.33	325.37	-0.04	3,903.96	3,904.00	-0.04	3,904.00
TOTAL REVENUE	30,638.69	30,559.87	78.82	366,958.45	366,718.00	240.45	366,718.00
OPERATING EXPENSES							
ADMINISTRATIVE EXPENSES							
5020-0000 Property Management	2,304.75	2,438.50	133.75	27,657.00	29,262.00	1,605.00	29,262.00
5030-0000 Bank Charges	57.75	91.63	33.88	693.00	1,100.00	407.00	1,100.00
5040-0000 Sundry, Postage & Copies	15.53	125.00	109.47	3,222.57	1,500.00	-1,722.57	1,500.00
5052-0000 Professional - Audit	0.00	0.00	0.00	367.50	0.00	-367.50	0.00
5060-0000 Professional - Legal	26.25	0.00	-26.25	6,554.48	0.00	-6,554.48	0.00
5065-0000 Professional Fees	0.00	416.63	416.63	535.50	5,000.00	4,464.50	5,000.00
5100-0000 Insurance	6,666.67	10,000.00	3,333.33	66,666.66	120,000.00	53,333.34	120,000.00
5110-0000 Insurance Appraisal	0.00	58.37	58.37	0.00	700.00	700.00	700.00
5230-0000 Telephone	-1,619.35	0.00	1,619.35	0.00	0.00	0.00	0.00
TOTAL ADMIN. EXPENSES	7,451.60	13,130.13	5,678.53	105,696.71	157,562.00	51,865.29	157,562.00
UTILITIES							
5520-0000 Utilities - Electricity	1,426.25	1,333.37	-92.88	17,374.79	16,000.00	-1,374.79	16,000.00
5530-0000 Utilities - Natural Gas	1,540.19	1,083.37	-456.82	17,500.22	13,000.00	-4,500.22	13,000.00
5540-0000 Sewer & Water Charges	24,246.53	5,208.37	-19,038.16	55,073.32	62,500.00	7,426.68	62,500.00
TOTAL UTILITIES	27,212.97	7,625.11	-19,587.86	89,948.33	91,500.00	1,551.67	91,500.00
BUILDING MAINTENANCE							
6010-0000 Garbage Disposal & Recycling	769.23	916.63	147.40	11,483.61	11,000.00	-483.61	11,000.00
6020-0000 Janitorial Services	6,728.61	1,133.37	-5,595.24	13,486.95	13,600.00	113.05	13,600.00
6040-0000 Pest Control	-2,205.00	100.00	2,305.00	1,932.00	1,200.00	-732.00	1,200.00
6100-0000 General Repairs & Maintenance	997.26	3,750.00	2,752.74	16,255.73	45,000.00	28,744.27	45,000.00
6160-0000 Elevator Maintenance	604.80	500.00	-104.80	14,313.60	6,000.00	-8,313.60	6,000.00
6180-0000 Fire & Alarm Maintenance	740.12	666.63	-73.49	12,208.18	8,000.00	-4,208.18	8,000.00
6210-0000 Plumbing	0.00	0.00	0.00	925.99	0.00	-925.99	0.00
TOTAL BUILDING MAINTENANCE	7,635.02	7,066.63	-568.39	70,606.06	84,800.00	14,193.94	84,800.00
GROUNDS MAINTENANCE							
7010-0000 Landscaping Services	892.50	700.00	-192.50	12,340.69	8,400.00	-3,940.69	8,400.00
7080-0000 Snow Removal	0.00	166.63	166.63	0.00	2,000.00	2,000.00	2,000.00
TOTAL GROUNDS MAINTENANCE	892.50	866.63	-25.87	12,340.69	10,400.00	-1,940.69	10,400.00
TOTAL OPERATING EXPENSES	43,192.09	28,688.50	-14,503.59	278,591.79	344,262.00	65,670.21	344,262.00
TRANSFER TO RESERVES							



Budget Comparison (Continued)

November 1, 2021 - November 30, 2021

Fiscal Year End: November

	MTD Actual	MTD Budget	Variance	YTD Actual	YTD Budget	Variance	Annual Budget
9510-0000 Transfer to Contingency Fund	1,871.33	1,871.37	0.04	22,455.96	22,456.00	0.04	22,456.00
TOTAL TRANSFER TO RESERVES	1,871.33	1,871.37	0.04	22,455.96	22,456.00	0.04	22,456.00
NET SURPLUS (DEFICIT)	-14,424.73	0.00	-14,424.73	65,910.70	0.00	65,910.70	0.00

Strata Plan LMS992

Year End Nov 30

Proposed increase of 0.00%

	FY21	FY21	FY22
	Approved Budget	Actual	Approved Budget
REVENUE			
Strata Fees	\$ 360,014	\$ 360,014	\$ 360,014
Parking	\$ 600	\$ 600	\$ 600
FOB	\$ 400	\$ 200	\$ 200
Laundry	\$ 1,500	\$ 1,885	\$ 1,500
Carry over from prior year	\$ 3,904	\$ 3,904	-\$ 1,160
Interest Income	\$ 300	\$ 355	\$ 300
TOTAL REVENUE	\$ 366,718	\$ 366,958	\$ 361,454
OPERATING EXPENSES			
ADMINISTRATIVE EXPENSES			
Property Management	\$ 29,262	\$ 29,262	\$ 31,310
Bank Charges	\$ 1,100	\$ 693	\$ 1,100
Sundry, Postage & Copies	\$ 1,500	\$ 3,223	\$ 1,500
Professional Fee	\$ 5,000	\$ 7,090	\$ 5,000
Insurance	\$ 120,000	\$ 120,000	\$ 120,000
Insurance Appraisal	\$ 700	\$ 700	\$ -
TOTAL ADMIN. EXPENSES	\$ 157,562	\$ 160,968	\$ 158,910
UTILITIES			
Utilities - Electricity	\$ 16,000	\$ 17,375	\$ 17,000
Utilities - Natural Gas	\$ 13,000	\$ 17,500	\$ 17,500
Sewer & Water Charges	\$ 62,500	\$ 55,073	\$ 55,100
TOTAL UTILITIES	\$ 91,500	\$ 89,948	\$ 89,600
BUILDING MAINTENANCE			
Elevator	\$ 6,000	\$ 14,314	\$ 8,900
Garbage Disposal & Recycling	\$ 11,000	\$ 11,484	\$ 11,500
Janitorial Services	\$ 13,600	\$ 13,487	\$ 13,600
Pest Control	\$ 1,200	\$ 6,932	\$ 2,000
General Repairs & Maintenance	\$ 45,000	\$ 21,982	\$ 35,000
Fire & Alarm Maintenance	\$ 8,000	\$ 12,208	\$ 11,000
TOTAL BUILDING MAINTENANCE	\$ 84,800	\$ 80,406	\$ 82,000
GROUNDS MAINTENANCE			
Landscaping Services	\$ 8,400	\$ 12,341	\$ 11,000
Snow Removal	\$ 2,000	\$ 2,000	\$ 3,500
TOTAL GROUNDS MAINTENANCE	\$ 10,400	\$ 14,341	\$ 14,500
TOTAL OPERATING EXPENSES	\$ 344,262	\$ 345,662	\$ 345,010
TRANSFER TO RESERVES			
Transfer to Contingency Fund	\$ 22,456	\$ 22,456	\$ 16,443
TOTAL TRANSFER TO RESERVES	\$ 22,456	\$ 22,456	\$ 16,443
NET SURPLUS (DEFICIT)	\$ 0	-\$ 1,160	\$ 0.00

Dec 1 2021 to Nov 30 2022 Proposed Strata Fee

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	Old Fee	New Fee	Operating	CRF	Increase	%	Catch-up fee from Dec to Feb 2022 (3 months)
1-TH	3362	1132	\$ 763.97	\$ 763.97	\$ 729.07	\$ 34.89	\$ -	0.00%	\$ -
2-TH	3364	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
3-TH	3366	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
4-TH	3368	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
5-TH	3370	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
6-TH	3372	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
7-TH	3374	1275	\$ 860.47	\$ 860.47	\$ 821.17	\$ 39.30	\$ -	0.00%	\$ -
8-TH	3376	1133	\$ 764.64	\$ 764.64	\$ 729.72	\$ 34.92	\$ -	0.00%	\$ -
9-Com	3378	624	\$ 421.13	\$ 421.13	\$ 401.89	\$ 19.23	\$ -	0.00%	\$ -
10-Com	3382	894	\$ 603.34	\$ 603.34	\$ 575.79	\$ 27.56	\$ -	0.00%	\$ -
11-Com	3384	889	\$ 599.97	\$ 599.97	\$ 572.57	\$ 27.40	\$ -	0.00%	\$ -
12	301	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
13	302	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
14	303	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
15	304	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
16	305	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
17	306	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
18	401	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
19	402	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
20	403	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
21	404	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
22	405	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
23	406	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
24	501	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
25	502	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
26	503	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
27	504	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
28	505	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
29	506	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
30	601	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
31	602	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
32	603	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
33	604	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
34	605	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
35	606	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
36	701	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
37	702	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
38	703	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
39	704	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
40	705	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
41	706	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -

Dec 1 2021 to Nov 30 2022 Proposed Strata Fee

STRATA LOT	UNIT NO	UNIT ENTITLE MENT	Old Fee	New Fee	Operating	CRF	Increase	%	Catch-up fee from Dec to Feb 2022 (3 months)
42	801	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
43	802	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
44	803	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
45	804	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
46	805	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
47	806	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
48	901	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
49	902	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
50	903	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
51	904	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
52	905	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
53	906	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
54	1001	605	\$ 408.30	\$ 408.30	\$ 389.65	\$ 18.65	\$ -	0.00%	\$ -
55	1002	581	\$ 392.11	\$ 392.11	\$ 374.20	\$ 17.91	\$ -	0.00%	\$ -
56	1003	501	\$ 338.12	\$ 338.12	\$ 322.67	\$ 15.44	\$ -	0.00%	\$ -
57	1004	604	\$ 407.63	\$ 407.63	\$ 389.01	\$ 18.62	\$ -	0.00%	\$ -
58	1005	525	\$ 354.31	\$ 354.31	\$ 338.13	\$ 16.18	\$ -	0.00%	\$ -
59	1006	575	\$ 388.06	\$ 388.06	\$ 370.33	\$ 17.72	\$ -	0.00%	\$ -
60	1101	1288	\$ 869.25	\$ 869.25	\$ 829.55	\$ 39.70	\$ -	0.00%	\$ -
61	1102	1220	\$ 823.36	\$ 823.36	\$ 785.75	\$ 37.61	\$ -	0.00%	\$ -
62	1103	1215	\$ 819.98	\$ 819.98	\$ 782.53	\$ 37.45	\$ -	0.00%	\$ -
63	1104	1281	\$ 864.52	\$ 864.52	\$ 825.04	\$ 39.49	\$ -	0.00%	\$ -
					\$ 28,630.90	\$ 1,370.26			
		44454		\$30,001.17	\$343,570.83	\$ 16,443.17			

\$360,014.00 \$360,014.00

1. Contact

Jennifer L. Neville
c/o Hamilton & Company
4th Floor, 500 Sixth Avenue
New Westminster BC V3L 1V3
6046307462

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Court Order Strata Property Act

3. Description of Land

PID/Plan Number

Legal Description

LMS992

COMMON PROPERTY STRATA PLAN LMS992

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Jennifer Lynn
Neville URYYY3

Digitally signed by
Jennifer Lynn Neville
URYY3
Date: 2022-01-05
15:43:21 -08:00

This is Exhibit "D" referred to in the
affidavit of... Brian Yan Mak.....
sworn before me at New Westminster
this 25th day of March..... 2022

A Commissioner for taking Affidavits
for British Columbia

**STATEMENT OF INTENT TO LIQUIDATE - SECTION 276(c) OF THE STRATA PROPERTY ACT AND
SECTION 321 OF THE BUSINESS CORPORATIONS ACT**

TAKE NOTICE THAT The Owners, Strata Plan LMS 992 passed a resolution by an 80% vote on July 7, 2021 under Sections 277 and 278 of the Strata Property Act. The full name, mailing address, and delivery address of the liquidator, and the liquidation records office are set out below:

Crowe McKay LLP, as represented by Derek Lai, with an address for business at #1100-1177 West Hastings Street, Vancouver, BC, V6E 4T5.

Dated, the 5 day of January, 2022.

THE OWNERS, STRATA PLAN LMS 992

By:


Its authorized signatory