

October 4, 2004

Sheraton Wall Centre Hotel
One Wall Centre
Vancouver B.C.

Gentlemen:

This letter responds to an offer from the Hotel engineering department communicated to the Owners of Strata LMS 4456 by Dan Wilson.

The offer proposed that the engineering department, in return for a \$600 monthly fee and certain additional charges as specified below, will provide the following benefits to the strata on a 24/7 basis, with respect to the mechanical equipment only (other than elevators) wholly owned by the strata or shared between the strata and the hotel:

Maintenance: For the wholly owned strata equipment and the shared equipment, regular maintenance and maintenance supplies and parts at no additional cost to the strata;

Repairs and Replacement: Repairs and replacement of wholly owned strata equipment at a labor rate of \$50.00 per hour plus reimbursement of the engineering department for its costs for parts; for the shared equipment, repair and replacement at no additional cost to the strata;

Optional Repair Services to Other Elements of Strata Property: On an optional case-by-case basis, the strata may ask the engineering department to repair other elements of the strata property and the engineering department may agree or decline to do so at the same \$50.00 per hour repair rate plus cost of parts that would otherwise be applied. It is, however, understood that the engineering department will not undertake non-emergency, in-suite repairs.

Assignability: Neither party may assign its rights under this contract without the consent of the other.

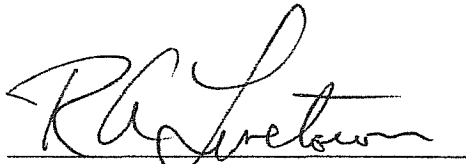
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At the strata council meeting of September 22, 2004, the council voted to authorize the president of the council to accept these terms and, provided the offeror signed an implementing letter agreement, to present the matter for the owners' approval at the Annual General Meeting to be held on December 11, 2004. The agreement would become effective January 1, 2005 with the strata's new budget year.

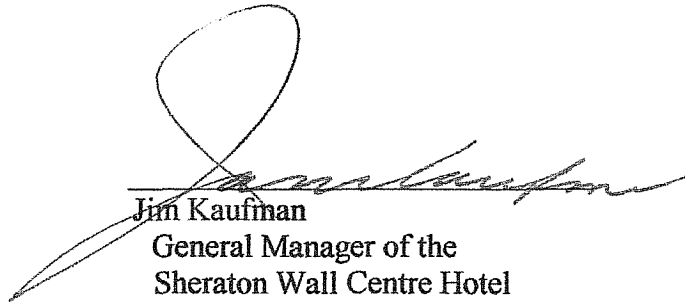
The term of the agreement is 3 years, automatically renewable for another 3 years, unless either of the parties gives the other written 90 day notice that the contract will not be renewed. Either party, after the second year that the agreement has been effective, may also withdraw on 180 days written notice.

This agreement is contingent on the signing and continued validity of the agreement with the Remainder owner which shall also be submitted to the Annual General Meeting on December 11, 2004. Should the relevant Remainder rights referred to in that agreement be transferred to a party not bound by that agreement's terms, this contract shall terminate as of the date of such transfer.

ACCEPTED:



Robert A. Levetown,
Authorized Signatory for the
Owners of Strata LMS 4456



Jim Kaufman
General Manager of the
Sheraton Wall Centre Hotel

October 4, 2004

Calmont Investments Limited
One Wall Centre
Vancouver, B.C.

Gentlemen:

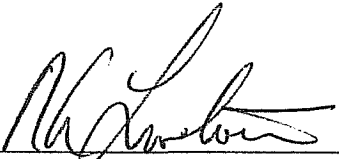
The agreement to be entered into between the Owners of Strata LMS 4456 and the Sheraton Wall Center Hotel specifies certain hourly labor rates and parts charges and certain monthly payments to be paid by the Strata to the Hotel with respect to mechanical equipment owned by the Strata or jointly owned by the Strata and the Hotel.

In consideration of the Owners of the Strata, at their December annual general meeting, making this contract effective beginning January 1, 2005, its provisions shall supersede in their entirety any cost sharing charges for the same purposes that might otherwise apply to that mechanical equipment under the Air Parcel Easement to which this building is subject.

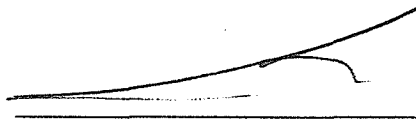
The agreement with the Hotel, accordingly, is premised on the fact that Calmont Investments Ltd, or such companies for which it may act as authorized agent, continue to own the relevant rights to the Remainder specified in the Easement and agree to waive such charges to the Strata for cost sharing that would be duplicative of charges set forth in the Hotel agreement during whatever period that agreement remains in effect.

Should the relevant rights to the Remainder be sold during the term of the Hotel agreement, Calmont Investments Ltd. or one of its associated companies shall promptly notify the Strata in writing of the transfer in time to avoid the imposition of such duplicate charges.

ACCEPTED:



Robert A. Levetown,
Authorized Signatory for the
Owners of Strata LMS 4456



Bruno Wall
Authorized Signatory for
Calmont Investments Ltd

Date: 5 September 04
October

Date: October 5/04

ONE WALL CENTRE
MECHANICAL EQUIPMENT LIST
April 2, 2004

<i>Location</i>	<i>Description</i>	<i>Equipment Number</i>	<i>Area Served</i>
East Mechancial Room	Dryer vent	EF-35	Residential suites only
	Dryer vent	EF-38	Residential suites only
	Kitchen vent	EF-36	Residential suites only
	Kitchen vent	EF-37	Residential suites only
	Washroom exhaust	EF-41	Residential suites only
	Washroom exhaust	EF-42	Residential suites only
	Mechanical Room exhaust	EF-34	Ventilation for mechanical room
	Domestic hot water	P-28A	Residential and Hotel
	Domestic hot water	P-29A	Residential and Hotel
	Domestic hot water recirc	P-12	Residential only
	Domestic hot water recirc	P-42	Residential only
	Domestic heating water	P-31	Residential only
	Heat exchanger	HE-8	Residential and Hotel common area pressurization
	Heat exchanger	HE-9	Residential and Hotel common area pressurization
	Heat exchanger	HE-5	Residential and Hotel common area pressurization
Fire Pump Room	Hot water storage tank	DHW 2	Hotel and Residential
	Hot water storage tank	DHW 3	Hotel and Residential
Center Pump Room	Fire pump		Residential and Hotel
	Ventilation fan	SF-32	Residential and Hotel
Center Pump Room	Heat pump water supply	P-37	Residential and Hotel
	Heat pump water supply	P-36	Residential and Hotel
	Heat pump water supply	P-35	Residential and Hotel
	Heat exchanger pump	P-28	Residential and Hotel
	Heat exchanger pump	P-29	Residential and Hotel
	Heat exchanger	HE-6	Residential and Hotel
	Heat exchanger	HE-7	Residential and Hotel
Elevator Machine Room	Ventilation Fans (2)		Ventilation to elevator machine room
West Mechanical Room	Dryer Vent	EF-31	Residential only
	Dryer Vent	EF-28	Residential only
	Washroom vent	EF-40	Residential only
	Washroom vent	EF-39	Residential only
	Kitchen vent	EF-29	Residential only
	Kitchen vent	EF-32	Residential only
	Cooling Tower	CT-1	Residential and Hotel