NOTICE OF CALL: DECEMBER 14, 2010 TAKE NOTICE THAT THE ANNUAL GENERAL MEETING OF STRATA PLAN LMS 4456 - ONE WALL CENTRE LOCATED AT 938 NELSON STREET, VANCOUVER WILL BE HELD:

DATE:

Saturday, January 8, 2011

·--TIME:

10:00 a.m.

Registration starts at 9:30 a.m.

PLACE:

PARKSVILLE ROOM

An agenda for the meeting is enclosed herewith. Please read this material prior to the meeting and bring it with you to the meeting for reference.

Owners may not be able to vote if all strata fees, fines or other charges owing to the Strata Corporation are not paid. Cheques will not be accepted at the meeting unless certified. If you are uncertain of the status of your account please call 604-431-1800 between 8:30 a.m. and 4:30 p.m.

AGENDA

- 1. Registration
- 2. Call to Order
- 3. Certify Proxies
- 4. Quorum Report
- 5. Elect Person to Chair Meeting
- 6. Proof of Notice
- 7. Approve Agenda
- 8. Approve Minutes
- 9. Presentation on Window Issue
- 10. Unfinished Business
- 11. Receive Reports
- 12. Report on Insurance (Section 154)
- 13. Approve Budget (Section 103) (see attached)
- 14. Resolutions (see attached)
- 15. New Business
- 16. Election of Council
- 17. Adjournment

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| PROXY APPOINTMENT (Section 56) | | | | | |
|---|----------------|-------------|---------|--|--|
| Re: Strata Lot of Strata | Plan | | | | |
| I/We,, the owner(s) described above, appoint general meeting to be held on January 8, 2011. | to act as | | | | |
| Majority Vote – Budget Approval | | | | | |
| Majority Vote Resolution #1 - Operating Budget Surplus | | | Total . | | |
| ³ / ₄ Vote Resolution #1 – Contingency Reserve Fund | | | | | |
| | | | | | |
| Signature of Owner/Tenant/Mortgagee Signatu | re of Owner/Te | nant/Mortoa | Dee | | |

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RDH

To The Owners, Strata Plan LMS 4456

c/o Mr Bruce Gleig

938 Nelson Street

Vancouver, BC.

V6Z 3A7

2324.70 - One Wall Centre Glazing Rehabilitation

December 9, 2010

EMAIL gleigs@gmail.com

REGARDING Construction Management Services - Glazing Replacement Program

Dear Bruce,

I was recently asked to take a look at the proposed glazing replacement program at One Wall Centre. As you know, our construction managed group has a lot of experience managing large cladding replacement projects and this expertise allows us to view problems from many different perspectives.

The glazing replacement work that has been done to date has utilized the built-in swing stage equipment on the roof of the building to replace units that have failed, as a result the work to date has been been piecemeal and inefficient. The concept of using swing stages to transport men and materials, and to serve as a work platform, is simply not appropriate for a glazing replacement program of the magnitude proposed for One Wall Centre. Swing stages are much too susceptible to wind and weather. Proceeding in this manner would make the process too unreliable, very inefficient, potentially unsafe, and expensive. The key to minimizing costs on this project will be to have the right contractors involved plus good access and efficient material movement.

Up to this point in time solutions have focused on finding glazing contractors that can perform all of the work. However, this project is very unique and it requires input and expertise from a number of specialty trades that individual glazing contractors don't possess. For instance, there are good glazing contractors available that can offer very good prices to replace the sealed units, but they have no knowledge of access systems or material handling, and they're not comfortable beyond their area of expertise.

Drawing on our experience managing similar work we've devised an implementation concept that will result in a significant savings over current budgets and a significant decrease in the proposed schedule. We don't want to raise expectations unrealistically, however, preliminary work on this concept suggests that we could cut existing construction budgets for the proposed work on the residential units in the order of \$2.5 million, and reduce the duration of work on site to 6 or 7 months.

Our concept, therefore, involves integrating the services of different firms for different facets of the work, each with a specialty skill, the right experience, and the right knowhow. The work of these specialty trade contractors can be managed effectively under our conventional construction management program.

The other issue that we've questioned is the probability that the proposed window replacement program will trigger the requirement for compliance with the Building Envelope Renovation Regulations of the Homeowner Protection Act. If this is the case, the firm managing the work will need to be a Registered Building Envelope Renovator and provide warranty coverage. We doubt that any of the glazing contractors capable of undertaking this work meet these requirements however the RDH construction managed projects are fully compliant and we can offer bring Aon's 10-year warranty to the table.

At this point in time RDH has been retained to provide engineering services which do not include construction management support. We have a promising concept however it needs to be fully developed and vetted before we can confirm its viability and cost. We propose that RDH be retained to provide pre-construction, construction management services so that we can confirm the viability of our implementation concepts. The fees for this portion of the work are quite modest however the potential impact to the project can be quite significant. Brian Hubbs has mentioned that it may be possible to divert some of the existing engineering budget to this purpose if Bruno Wall takes over the applications to the city and production of architectural renderings.

In addition to the typical pre-construction services we provide as construction managers (as identified on page 7), specific goals we'd like to achieve at this stage include:

- Explore access and material handling options
- Confirm viability of access systems
- Confirm viability of material handling concepts
- Develop an efficient and cost-effective implementation strategy
- Discuss concepts with select trade contractors to confirm viability and budgets
- Refine and reduce the construction schedule
- Refine and reduce construction budgets
- Confirm the availability of Aon's 10-year third party warranty for this work
- Provide the owners with the information required to make the necessary decisions
- Provide the owners with more accurate costing information that can form the basis of settlement negotiations

We know that many people are familiar with the construction managed work that RDH has undertaken over the past decade. We've led the industry in this work having been retained on many high-profile and challenging projects like the \$28million rehabilitation of Governors Towers and Villas, and our recent rehabilitation of the Sheraton Guildford Hotel which remained in full operation during our work.

For those interested in more information about construction management, how it works, the advantages of the process, and information on similar projects we've included the following sections of this proposal.

Generally speaking, once the need for building enclosure rehabilitation work is confirmed there are a couple of options available to implement the construction work. Perhaps the best known option is a 'traditional approach' in which the owners hire a general contractor to perform the construction services on site. The other option that has proven to be quite efficient and effective, is to implement the work using a 'construction management' approach. Both methods have their place and RDH is pleased to work with owners using either approach. Following is a brief description of the two approaches as they apply to building envelope rehabilitation work.

In the traditional approach the owners retain a consultant to investigate the problems, design the repair work, and provide field review services during construction. The actual construction work is tendered to general contractors that have a demonstrated ability to perform the work. In this scenario the owners contracts directly with both the consultant and the general contractor while the actual work is done by trade contractors hired independently by the general contractor. Figure 1 below shows this arrangement graphically.

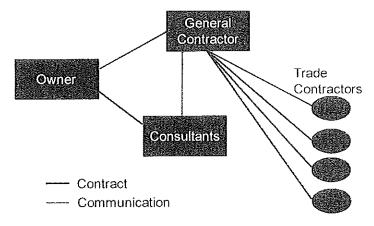


Figure 1 TRADITIONAL APPROACH

The other option is to implement the work using a construction management process. Generally speaking, once a significant building enclosure problem has been confirmed through the initial investigation, and the design of the rehabilitation is being developed, the owners can retain a construction manager to act as their agent in the coordination and management of the rehabilitation process. Construction management services also typically include tendering the work directly to trade contractors and managing construction activities on site instead of tendering the work to general contractors. Over the past several years this approach to project implementation has been very successful and it has quickly become preferred by our many clients. Figure 2 below shows this arrangement graphically.

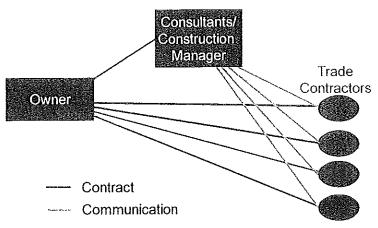


Figure 2 CONSTRUCTION MANAGEMENT APPROACH

One Wall Centre is quite different than many other buildings. Not only is the scope of the rehabilitation program quite unique, but the design of the building itself presents some interesting logistical challenges. In addition, access and material handling problems are going to require some innovative solutions. More than most, the owners of One Wall Centre can benefit significantly from a comprehensive construction management program and the knowledge we have gained from managing similar work. In the following sections of this document we will explain why this is so.

In the construction-managed program, virtually all of the administrative, supervisory, and management functions necessary to implement the construction process are handled by RDH construction managers. Our agreement with the owners includes comprehensive construction management services and expressly includes making arrangements for the provision of all necessary temporary facilities. An RDH manager is on site full time to coordinate the work of the trade contractors, review the work of the trade contractors, manage the process, deal with issues that arise, and act as an advocate for the owner's interests. A formal cost control program is implemented with regular reporting to the owners. There is no significant increase in the amount of effort or management required by the owners to implement this process. In fact, we find that our construction-managed projects reduce the level of owner involvement in many respects.

RDH specializes in providing construction management services for high rise projects like One Wall Centre. Our management team consists of specialists that have built or repaired many significant buildings in the Lower Mainland. This form of construction implementation is justifiably quite popular with our clients. We are well experienced in this form of implementation with a documented history of delivering quality projects on schedule and on budget. RDH integrates design, field review, and litigation support with construction management services to deliver an efficient, effective building enclosure rehabilitation program.

The construction management services provided by RDH are an integrated part of our engineering services and are covered by our professional liability insurance policy. In addition, our construction-managed projects typically qualify for Aon's full 10-year third party water ingress warranty.

1.1 **ADVANTAGES OF CONSTRUCTION MANAGEMENT**

Many people are familiar with the General Contractor approach since it is a traditional approach and is often used in purchasing construction services for homes and businesses. However, many sophisticated purchasers of construction services prefer the Construction-Managed approach. Basic advantages of this approach are described in the following sections:

OPTIMIZING DESIGN AND PRE-CONSTRUCTION PLANNING

Construction management is a process that commences at the earliest stages of the conception of a project. The construction manager assists with design development providing feedback to the engineer with respect to budget and feasibility. Design developed in this manner will better allow the technical requirements to be met and, at the same time, reflect buildable cost-effective solutions.

ADVANTAGEOUS TENDERING PROCESS

Since the work is being tendered directly to trade contractors, it is possible to control which trade contractors bid the work and which ones don't. In this way it is possible to prevent undesirable or unqualified companies from working on the project. It is not easy or practical to control which trade contractors bid the work when tendering to general contractors.

As contracts are awarded it is advantageous to be able to deal directly with trade contractors as opposed to potentially receiving incomplete information through a general contractor. In this manner, it is possible to optimize the tender process and obtain very sharp pricing by adjusting scopes of work and eliminating duplications or omissions in the tender packages.

The construction-managed process also adds the benefit of being able to 'fast-track' the tendering process and decreases the overall project schedule. This is a process by which preliminary work such as access requirements can be tendered and started even as design is being completed on the glazing assembly.

CONTROL DURING CONSTRUCTION

During the construction process it is a significant benefit to be able to deal directly with the trade contractors with respect to cost and quality control issues. The involvement of a general contractor can make it difficult to determine what a trade contractor's "bottom line" actually is when trying to agree on the cost of changes or to resolve disputes.

FULL-TIME SUPERVISION

The construction management process provides an opportunity to have full-time supervision on site with a mandate to look after the owner's interests. The site supervisor plays a role that is similar to that of a general contractor's superintendent, however, the site supervisor is an advocate for the owner. Although general contractors employ a superintendent to supervise the work, it must be recognized that the superintendent's allegiance is to his employer and the interests of the general contractor will not always coincide with those of the owner.

Having a full-time site supervisor provides the owner with significantly more control over site activities, quality control, scheduling, and sequencing. In this manner, it is possible to co-ordinate the construction process in a way that minimizes disruption to building occupants. The cost of the site supervisor is equivalent to the cost of the general contractor's superintendent; consequently, these benefits are achieved at no additional expense to the owner.

Having full-time supervision on site may well be the single most significant opportunity available to maximize the effectiveness of the rehabilitation program.

COST-EFFECTIVE CONSTRUCTION

Effective construction management operations can yield cost savings to the owner. Budgets can be trimmed in the following ways:

- Elimination of the general contractors' mark-up on trade contractors
- Elimination of contingencies that the general contractor may carry
- Elimination of administration and management costs which are duplicated by the Owner, consultant, and the general contractor
- Optimizing the tendering process by having direct access to the trade contractors
- The cost of extras can be accurately verified and minimized
- Unused contingencies or budgets are a savings to the Owner.

QUALITY ASSURANCE

The fact that our construction managers work on an ongoing basis with our engineers, architects, and technicians means that they are very familiar with the technical requirements of proper building envelope assemblies. This translates into better project delivery and a higher standard of quality control.

The site supervisor's priority is quality assurance and they act essentially as eyes and ears for the technical team. This allows the consultant to obtain a depth of insight into the work that simply isn't possible in the general contractor approach.

1.2 CONSTRUCTION MANAGEMENT - PROPOSAL FOR SERVICES

There are a number of administrative activities that RDH is required to perform whether the rehabilitation process is completed with a general contractor or by using the construction managed approach. These typical administrative activities relate to the general review and monitoring of a construction contract in addition to providing overall guidance with respect to the rehabilitation process. These administrative activities are typically included within the engineering services agreement.

With the implementation of the project on a construction-managed basis our role shifts from monitoring the work of a single contractor to directing and managing a construction process involving multiple contracts. There is a significant increase in the scope of our responsibilities and duties. It should be noted that throughout the process RDH would act, in limited capacity, as the Owner's agent for the purpose of managing the construction project.

The services and fees relating to the construction management role are defined as follows:

PRE-CONSTRUCTION PHASE

- 1. Confirm and plan site utilization, layout, and construction logistics for various options.
- 2. Undertake preliminary work on site to confirm appropriate methods for component removal and other restoration methodology. This information will be valuable in planning the work, discussing the project with trade contractors, completing the bid packages and negotiating contracts.
- Conduct pre-bid meetings with trade contractors and define scopes of work.
- Planning and scheduling of overall project requirements for the various schemes as well as detailed scheduling of the construction process related to the finalized program.
- 5. Identification of long-lead items and initiate advanced tenders for critical items necessary to achieve schedule.
- Update and refine the "project construction budget" as details are refined and costing is reviewed with trade contractors.
- 7. Continue to evaluate possible alternatives as the design progresses.
- Establish a cost control program to be implemented at the project level.

- Coordinate the division of work in the drawings and specifications to facilitate the bidding and award of multiple trade contracts.
- 10. Plan and arrange for the supply of temporary services, site facilities and general condition items. Decisions regarding access, scaffolding systems, material movement, weather protection and hoarding are particularly important. Ensure that Bidders are informed of the services and facilities being provided.
- 11. Review the construction insurance needs for the project.
- 12. Review the bonding requirements for trade contractors.
- 13. Assemble and prepare multiple bid packages utilizing CCDC-2 Stipulated Price Contract with additional supplementary conditions as the basis for the construction contract between the owners and the contractors.
- 14. Analyze bids received, make award recommendations and prepare multiple trade contracts for execution by the owner.
- 15. Assemble contract documents for successful bidders and obtain pre-mobilization documentation. These include bonds, confirmation of WCB coverage, and confirmation of supplementary insurance coverage.

The fee for this portion of the work would be undertaken on a fixed fee basis of \$24,000 plus HST.

CONSTRUCTION PHASE (COSTS NOT INCLUDED IN THIS PROPOSAL)

- Monitor the work of the trade contractors and coordinate their work with owner requirements.
- 2. Maintain competent full-time supervision at the place of work to coordinate and provide general direction of the project in addition to quality assurance. An allowance for the cost of the superintendent's salary is included within the General Conditions section of the construction budgets as a reimbursable construction cost.
- 3. Establish on-site organization and lines of authority.
- 4. Conduct regularly scheduled progress meetings with the Owner's representative and trade contractors in attendance. Record minutes of meetings for distribution.
- 5. Monitor the schedule on a regular basis to identify variances and make recommendations for corrective action as required.
- 6. Review the adequacy of the trade contractors' personnel, equipment and supplies to meet project requirements.

- 7. Finalize arrangements for general condition items, construction facilities and services common to the requirements of all trade contractors.
- 8. Make arrangements for the supply of casual labour as required.
- 9. Provide advice and assistance with labour issues.
- 10. Implement and maintain an effective system of project cost control. This includes regular updates to the 'Project Construction Budget', incorporating approved changes, and issuing revised cash flow reports and forecasts as required.
- 11. Maintain project accounting records.
- 12. Implement systems to facilitate the recovery of tax rebates where applicable.
- 13. Develop and implement a system for the preparation, review, finalization, and documentation of Changes in the Work.
- 14. Develop and implement a procedure for the review, certification, processing and payment of applications by trade contractors for monthly progress and final payments.
- 15. Establish and implement procedures for expediting the receipt, processing, and review of shop drawings and samples.
- 16. Issue Certificates of Completion for the multiple trade contracts in accordance with the Builders Lien Act (1997). Identify deficiencies in the work and related costs to be withheld from trade contractors until the project is complete.
- 17. Confirm completion of the work of the trade contractors.

The fee for this portion of the work, exclusive of HST, plus reimbursable construction management expenses, will be quoted once the full scope and timing of the rehabilitation program is defined.

The Construction management services provided by RDH are covered by our Professional Liability Insurance policy. For projects that proceed on a construction-managed basis RDH has also pre-arranged access for clients to obtain Builder's Risk and Wrap-up Liability insurance coverage for the risks associated with the construction process.

Please have the owners confirm their acceptance of our proposal so that we can commence the work. Once we have the owners' instructions to proceed we will prepare our standard form of agreement for their review and execution.

We trust that you will find the foregoing to be in order but please do not hesitate to contact us at your convenience if you have any questions or comments.

Yours truly,

RDH Building Engineering Ltd.

Kevin Ganzert

Director of Construction Services;

Principal

ganzert@rdhbe.com

Accepted by: The Owners, Strata Plan LMS 4456

Signature

Name (Print) Title

Date

…∳ KEVIN GANZERT

Expertise & Role

Mr. Ganzert leads the construction management service area at RDH. He is an accomplished construction manager who has played an integral role in the construction and management of many high profile projects. Kevin is a 'solutions oriented' manager who combines an intimate knowledge of hands-on procedures with solid management practices. He is as comfortable in dealing with real issues on a construction site as he is in dealing with complex construction agreements in the boardroom.

Kevin's project and construction management expertise, combined with his excellent communication skills, has resulted in him being retained as an expert in construction related claims. He is also invited to speak at a variety of seminars.

PROJECT MANAGER/CONSTRUCTION MANAGER

As a project manager, Kevin has overall responsibility for delivery of the project on time and on budget but also for ensuring the quality for which RDH is known. As a construction manager, it is Kevin's mandate to work closely with clients and other RDH team members to deliver construction management services that include:

- Directing the work of design consultants
- Consultation during design and document preparation
- Managing the preparation of working drawings, specifications and contracts
- Defining scopes of work and tendering construction contracts
- Project planning and scheduling
- Preparation of construction budgets ·---}
- Co-ordination of the contract documents
- **Negotiating construction contracts**
- Budgeting, cost control, and reporting
- Management of construction activities
- Project completion and handover

Prior to joining RDH in 1988, Kevin's construction management skills were developed at three prominent building and development firms. Kevin was one of the original team members selected by Concord Pacific Group Inc. to help construct Concord Pacific Place - one of the largest residential developments in North America.

Kevin is a shareholder and Principal of RDH and therefore participates in the overall direction and management of the firm.

Education

- Diploma of Building Technology, Honours, British Columbia institute of Technology
- Recipient of several awards and distinctions including top graduate, Building Technology
- B.Ed., Industrial Education, University of British Columbia

Memberships

- Vancouver Regional Construction Association, Member
- HPO Licensed Renovator, RDH Director responsible

Director of Construction Services



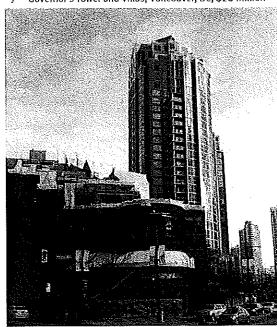
Typical Projects

Over the years, Kevin has directed the construction program for numerous projects with a focus on control and innovation.

REHABILITATION PROJECTS

Kevin was the RDH Construction Manager for building envelope rehabilitation of the following notable high-rise, non-combustible residential buildings:

- La Mirage, Burnaby, BC, \$13 million
- Lakeside Terrace, Coquitlam, BC, \$7 million
- Pacific Point, Vancouver, BC, \$10 million
- Discovery Quay, Vancouver, BC, \$4.5 million
- Governor's Tower and Villas, Vancouver, BC, \$28 million



Governor's Tower and Villas; one of the largest and most complex building envelope rehabilitations undertaken to date. While RDH works on projects of all types and sizes, if the issues are large, complicated, and challenging, RDH usually gets the call.

RDH | Building Engineering Ltd.

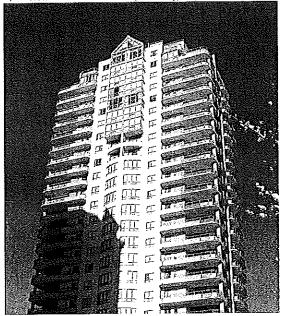
...... KEVIN GANZERT

---> Sheraton Guildford Hotel, Surrey, BC, \$7 million



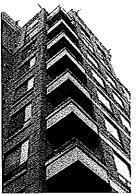
RDH managed a cladding replacement program on the Sheraton Guildford Hotel while it carried on business as normal. RDH developed a rehabilitation design based on utilizing mast-climbers to minimize disruption to hotel activities. The clients indicated no year/year loss of volume and minimal disruption to commercial activity throughout the process.

Grand Central Park Place, Burnaby, BC, \$7 million



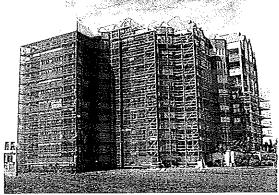
After working initially with another consultant and bidding to general contractors, the owners of Grand Central Park Place were facing a dysfunctional process that was significantly over budget. RDH was retained to take over engineering and construction management duties resulting in a savings to the owners in excess of \$1 million.

--> Carnarvon Towers, New Westminster, BC, \$2.5 million



Rehabilitation of Carnarvon Towers commenced initially under the direction of another consultant and quickly began to spiral out of control. RDH was retained to take over engineering and construction management duties on an emergency basis. The project was quickly brought under control and completed at a savings to the owners. In addition to managing construction activities, Kevin also provided litigation support services.

--> Ocean Park Towers, Victoria, BC, \$4 million



Ocean Park Towers in Victoria was one of the first projects of its kind. RDH pioneered many of the methods and processes that have become widely accepted as standard industry practice today. In addition to managing construction activities, Kevin also provided litigation support services.

- --> Royal Quays, Victoria, BC, \$4 million
- --> Riverwest, Ladner, BC, \$3 million

New Construction Projects

- ---> The Peninsula, Vancouver, BC, \$28 million, Superintendent; Centreville/Concord Pacific
- ---> Concordia I, Vancouver, BC, \$16.5 million, Superintendent; Centreville/Concord Pacific
- Waterfront Centre Hotel and Office, Vancouver, BC,
 \$100 million, Contracts Manager; Foundation Company
- Prince Rupert Grain Terminal, Prince Rupert, BC, \$150 million, Project Administrator; Foundation Company

Project Details

Project No.

2214.10

Year of Completion

2008

Location

Surrey, BC

Construction Cost

\$6,800,000

Project Team

Client

Retirement Concepts

Capstar Hotels

Consultant

RDH Building Engineering Ltd.

Construction Manager

RDH Building Engineering Ltd.

RDH Services

- Condition assessment
- Design
- Construction documents
- Tendering
- Construction management ...<u>}</u>
- Field review
- Post construction
- Litigation support
- Maintenance and renewals plan
- Assistance with ongoing renewals, including interior building elements

RDH Staff

Technical Manager

Warren Knowles

Construction Manager

Kevin Ganzert

Project Coordinator

Michael Roche Rick Hughes

Site Superintendent Key Staff

Ed Thiessen

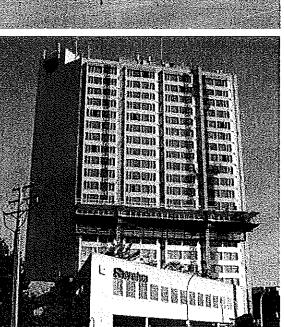
Ray Wong

Mike Battistel

Project Description

- Floor Area: 218,419 sq ft
- Number of Suites: 279 and 2 levels of amenity rooms
- Number of Storeys: 20-23
- Use/Occupancy: Hotel and conference centre
- Composite metal panel cladding. ---}
- High performance windows and doors.
- Concrete repair, painted and sealed mass concrete
- Targeted repairs of EIFS assemblies at lower levels.
- Used two-stage mast climbers on occupied elevations.
- Hotel reported no net loss of revenue during rehabilitation work and no significant disruption to conferences and hotel occupants.





Project Details

Project No.

2832.10-30

2011

Year of Completion

Vancouver, BC

Location

Construction Cost

\$28,000,000

Project Team

Client

Strata Plan LMS 1725

Consultant

RDH Building Engineering Ltd.

Construction Manager

RDH Building Engineering Ltd.

RDH Services

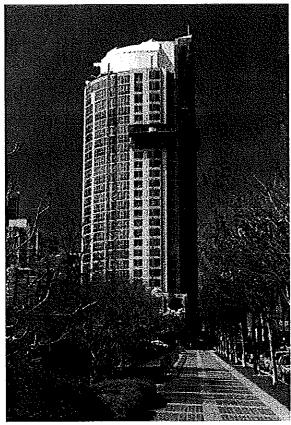
- --- Condition assessment
- -- Design
- --- Construction documents
- --> Tendering
- --> Construction management
- --> Field review
- --> Maintenance and renewals plan

RDH Staff

Technical Manager Ed Thiessen
Construction Manager Kevin Ganzert
Project Coordinator Michael Roche
Site Superintendent John Da Silva
Key Staff Warren Knowles
Shawn McIsaac

Project Description

- --> Number of Suites: 237
- --> Number of Storeys: 12-30
- --- Use/Occupancy: Residential
- --> Separated into three phases of construction.
- Masonry veneer, stucco, and metal panel cladding.
- --- Window wall and punch window & door replacement.
- --> Guardrail replacement.
- Worked with the owners and the City of Vancouver to develop a new, updated cladding and colour scheme for the complex.
- Use of mast climbers combined with conventional scaffold.
- Extremely complex project combining the rehabilitation of window wall system from mast climber, replacement of oversize windows at penthouse level, removal and reinstallation of brick assemblies, and addition of canopies from mast climbers.
- ---> Incorporated revised glazing schedules in order to reduce overheating problems in suites, improve ventilation, and improve usability.





--- PACIFIC POINT

Project Details

Project No.

1808.00

Year of Completion

2006

Location

Vancouver, BC

Construction Cost

\$10,000,000

Project Team

Client

Strata Plan VR 2540

Construction Manager

RDH Building Engineering Ltd.

Property Manager

Crosby Property Management Ltd.

RDH Services

- --- Condition assessment
- ---> Design
- --> Construction documents
- --- Tendering
- --- Construction management
- ---> Field review
- ---> Post construction
- --- Litigation support
- --> Maintenance and renewals plan

RDH Staff

Technical Manager

Marcus Dell

Construction Manager

Kevin Ganzert

Project Coordinator

Mark Will

Site Superintendent

Key Staff

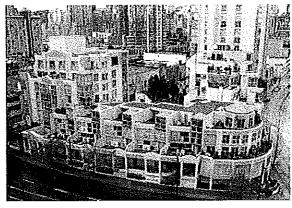
Walter Neufeld Michael Roche

Tim Bryant

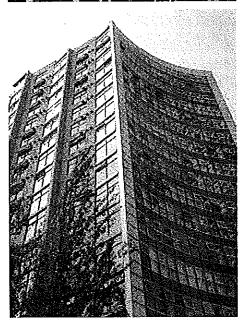
Ed Thiessen

Project Description

- --> Size: High-rise, mid-rise, and connector
- --- Number of Suites: 153
- --- Number of Storeys: 8-16
- --> Use/Occupancy: Residential
- The building, primarily clad in EIFS, was constructed in 1990. Water ingress through the building enclosure had been a problem for the owners since shortly after construction.
- After conducting a condition assessment, RDH undertook the design of a comprehensive enclosure rehabilitation program in 2003 comprising three phases of work, which was substantially completed in 2006.
- Corrective features included: exterior insulation rainscreen stucco assembly, high performance window and door replacement, thermally broken window wall, and SBS roof and deck replacements.
- --- RDH assisted the owners with their litigation claim.







PAC FIC

May 16, 2006

To Whom It May Concern:

Strata VR2540, Pacific Point has worked with the RDH Engineering firm for the past 4 years. Pacific Point consists of 2 towers and a connector building. Recently our complex was featured in a write up on leaky condos in the Vancouver Sun. The photo on pages 3 and 4 captures the essence but not the complexity of the building remediation.

We interviewed several engineering firms who work on leaky condos in the Lower Mainland and in Victoria. The initial interview confirmed the personnel at RDH had a high level of training, experience and a highly qualified building envelope specialist certified to provide a Scott Schedule for legal proceedings. RDH presented a report with an assessment of the scope of the damage and proposed solutions. This report gave Owners the information to vote for a full building exterior remediation at a special general meeting. The meeting, attended by 3 RDH Engineers, provided repair options and answered Owner's questions. The Owners asked RDH to prepare a tender package.

The tender package detailed projected costs and a comprehensive meticulous report of labour and materials of each trade cost. RDH were helpful in recommending to the Strata trades and suppliers competent to supply material and to work on the building. The Strata and RDH reviewed these and invited bids from the selection. RDH conducted several site meeting with contractors resulting in a clear understanding of the scope of work prior to tendering the bid.

This is a difficult project to manage. RDH has an excellent site superintendent managing the work schedule, dealing with Owners and supervising the performance of the trades working on the building. The remediation was divided into 3 Phases. The 1st and 2nd Phases have been issued substantial completion certificates. Phase 1 was just under budget. Phase 2 was considerably under budget. Phase 3 is still work in progress but promises to come in significantly under budget.

RDH keeps the Strata informed on progress of work and when repairs differ from contract specifications. At times the cost of the contract has been reduced when RDH engineers find better cheaper way to complete the work.

We are now in the final phase of remediation. We are pleased with the effective manner RDH controlled costs and managed the work and scheduling on all 3 Phases. We have no hesitancy in recommending RDH for building remediation. Should you have any questions, or would like to visit the complex; you may contact me at the numbers below.

Betty Rumball

President Strata VR2540

306 431 Pacific St

Vancouver BC V6Z 2P6

604 683 8054 604 861 2256 (cell)

Kumball



101 - 4126 Norland Avenue Burnaby, BC V5G 3S8

Phone: 604-294-4141 Fax: 604-294-8956

September 26, 2007

0 (.1 1 - 2007

RDH Building Engineering Ltd. 224 West 8th Avenue Vancouver, BC V5Y 1N5

Attention: Warren Knowles

Dear Mr. Knowles,

Now that the building repair project for our two towers has been successfully completed I have been asked by the Strata Council, on behalf of all Owners at La Mirage, to express our appreciation to yourself and the members of your team at RDH that worked on our buildings. During the design and construction phases as well as during the initial building review and proposal stages, everyone that we dealt with at RDH, without exception, exhibited a consistently high level of professionalism, competence and dedication. From the beginning we felt comfortable that RDH was working on our behalf to achieve a cost effective and permanent solution to the water ingress problems that we were suffering from.

I know that there are many who worked quietly in the background to make the project a success and I will rely on you to pass on our thanks to those individuals as appropriate. However, I do want to specifically mention a few individuals that we dealt with more directly during the project and who, I think, deserve individual recognition.

First and foremost I would like to thank you for your advice, guidance and persuasive presentations that helped calm the owner's initial panic and skepticism. You also helped immeasurably to reassure Council that we were doing the 'right thing' and that RDH was fully capable of defining and carrying out the project to resolve the water ingress problems and design deficiencies with our buildings. I should also mention that I personally appreciate the time you took to share your knowledge to help me understand some of the details of the process for my own interest and so that I could be better prepared to answer questions from the Owners.

The other key person has been Kevin Ganzert, central to managing any project, and especially larger projects, is a comprehensive and realistic budget tracked by a timely and detailed reporting system supported by effective procedures and processes to keep it current. The fact that the initial repair budget from the spring of 2005 held virtually true until the end, even with the intervention of the weather in November/December 2006, hidden surprises in the 'as built' construction details and the tight construction labour and contract climate, speaks volumes. Kevin's knowledge regarding contracts and his relationships with the trades and contractors were obvious and extremely helpful. As Treasurer I note that the project cost reports were clear and accurate and helpful.

RDH Building Engineering Ltd. September 26, 2007

John DeSilva and Corey Scott also deserve a special mention for their dedication, long hours, attention to detail and diplomacy. Dealing with the trades, weather and schedules is difficult enough; however, having to do a major construction project while people are living in the building and walking through the construction site makes everything more difficult and adds to their stress. On top of all this, dealing with the very small minority of owners who make trivial complaints or demand special service is, most often I am sure, a thankless job, so a special 'thank you' to both Corey and John for their efforts and their diplomacy. They can take pride not only in how the buildings turned out technically but also, due in large part to their effort and skill in the professional manner that this was accomplished.

Graeme Scott also deserves recognition for his contributions ranging from colour selection, managing the initial interaction with Stantec to obtain their proposal to address the amenity area HVAC upgrade and help in dealing with our resident mould expert. These were all in addition to his normal responsibilities from an architectural aspect. His calm manner and clear communications were appreciated.

As Treasurer dealing with the financial aspects of the project I want to make special mention of the help that I have consistently received from Michael Roche. Michael has carefully and accurately prepared the project reports and the Certificates of Payment packages in a timely manner each month. Whenever I had questions about the package details, he always responded quickly and helpfully with patience. In the few cases where minor adjustments were in order, he invariably ensured that they were included in the following month billings. I know that he strived always to meet his deadlines and to try to help me with mine. During his family bereavement in England, he still managed to ensure that the packages were delivered on time and accurately. Please convey a special 'thank you' from me for what may often be a thankless job.

As in any organization, it is likely that some individuals are seen to shine only because the unseen supporting cast does their individual jobs well. So to all the RDH team – from reception to accounting and technical support; from engineering to design and drafting; senior staff to site supervisors and field review – "Thank you".

Regards,

On behalf of the Strata Council

Jan M Lean

lan McLean, Treasurer

La Mirage, Strata Plan NW 2489

nw2489/correspondence/2007/contractors/Sept 24 ebIM (RDH) re thank you



ASCENT RESIDENTIAL STRATA PROGRAM **Declarations**

Name of Insured & Mailing Address:

The Owners of Strata Plan LMS4456 c/o Ascent Real Estate Management Corporation 2176 Willingdon Avenue Burnaby, BC V5C 5Z9

Name of Broker & Mailing Address:

CMW Insurance Services Ltd. 700-1901 Rosser Avenue Burnaby, BC V5C 6R6

Tel: 604-294-3301 Fax: 604-294-3003

cmwinsurance.com

Location of Risk:

31 - 48 Floor, 938 Nelson Street

Vancouver, BC V6Z 3A7

Period of Insurance:

August 1, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

Total Premium:

\$56,030.

Coverage provided under these declarations are only for those coverages specified below and is subject to all terms, conditions, provisions, limitations and exclusions as set out in the Policies identified herein.

A. PROPERTY

Premium (Section A):

\$52,450.

Policy No. CMWA P0153

Form No. CMWMANU3/1/2010

Insurance Company: Waiver of Subrogation: As per Schedule of Subscribing Insurers attached

The Insurers rights of subrogation are waived against Ascent Real Estate Management Corporation

| Section | Limits of Liability | Description of Coverages | |
|---------|---------------------|-------------------------------|--|
| Α | \$51,271,000. | Property of Every Description | |
| Α | Not Covered | Business Interruption | |

Conditions:

All Risks of direct physical loss or damage to property described at Location of Risk shown above.

Basis of Loss Settlement - Replacement Cost including by-laws.

Extended Replacement Cost subject to an appraisal being filed with the Insurers and dated within 12 months prior to the effective date of the policy. Failing to do so, the policy shall be subject to Stated Amount Coinsurance. The Sum Insured limitation under Clause 5. Extended Replacement Cost is 130%.

Special Conditions:

Property additions, alterations and repairs are subject to a limit of 15% of the Sum Insured, with a maximum of \$500,000. Coverage is not provided for any additions, alterations or repairs which are in excess of this sublimit unless reported to and specifically agreed to by Insurer(s) prior to the commencement date.

Deductibles:

All Losses \$2,500. except: Water Damage \$25,000.; Sewer Back-up \$25,000.; Residential Glass Breakage \$100.; Master Key \$250.; Earthquake 10% of the value of the building(s) involved in the loss (minimum \$100,000.); Flood \$10,000.

Loss Pavable To:

The Condominium Corporation, subject to the Strata Property Act or similar statute in the province of jurisdiction

Declarations

Page 2

Name of Insured:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation

Period of Insurance:

August 1, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

B. EQUIPMENT BREAKDOWN

Master Policy No. 8601270

Insurance Company:

Premium (Section B): \$750. Certificate No. CMW BZ0122 Zurich Insurance Company Ltd.

2050-505 Burrard Street Vancouver, BC V7X 1M6

Deductible (Section B):

Waiver of Subrogation:

Loss Payable:

\$500.

To the Condominium Corporation (Subject to the Strata Property

Act or similar statute in the province of jurisdiction)
The Insurers rights of subrogation are waived against

Ascent Real Estate Management Corporation

| Section | Maximum Limit of Loss | Description of Coverages | |
|---------|-----------------------|---|--|
| В | \$51,271,000. | Equipment Breakdown Form ZC 6307 U (04/08), including by-laws subject to a sublimit of \$1,000,000. | |
| В | Included | Time Element | |
| В | Included | \$100,000. Extra Expense | |

C. GENERAL LIABILITY

Master Policy No. 501177358

Insurance Company:

Premium (Section C): \$1,936.

Certificate No. CMWA L0153
Intact Insurance Company

400-2955 Virtual Way Vancouver, BC V5M 4X6

Deductibles (Section C):

\$1,000. Bodily Injury and Property Damage Each Event

\$10,000. Limited Pollution Liability

Additional Named Insured:

Ascent Real Estate Management Corporation for their management of Strata Plan LMS4456

| Section | Limits of Liability | Description of Coverages |
|---------|---------------------|--|
| С | \$10,000,000. | Each Occurrence Limit |
| С | \$10,000,000. | General Aggregate Limit |
| С | \$10,000,000. | Non-Owned Automobile Coverage |
| С | \$10,000,000. | Personal Injury and Advertising Injury Liability |
| С | \$10,000,000. | Products - Completed Operations, Aggregate Limit |
| С | \$10,000. | Medical Payments |
| С | \$250,000. | Tenants Legal Liability |
| С | \$1,000,000. | Limited Pollution Liability |
| С | \$300,000. | Employers' Liability Extension |
| С | \$50,000. | Voluntary Compensation Extension (2/3 of Employee's Weekly Wage, but not exceeding \$500 per week) |
| С | \$300,000. | Employee Benefits – Aggregate Limit |
| С | \$300,000. | Employee Benefits Each Employee |

Declarations

Page 3

Name of Insured:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation

Period of Insurance:

August 1, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

D. PROFESSIONAL LIABILITY

Master Policy No. 501148987 (Section D1): Master Policy No. 501148986 (Section D2):

Insurance Company:

Premium (Section D): \$894.
Certificate No. CMWA D0153
Certificate No. CMWA E0153
Intact Insurance Company

400-2955 Virtual Way Vancouver, BC V5M 4X6

Deductible (Section D1): Deductible (Section D2):

Additional Insured (Section D1):

Nil \$1,000.

With Respect to Discrimination Defense Costs Only:

Ascent Real Estate Management Corporation Ascent Real Estate Management Corporation

Name of Insured (Section D2):

| Section | Limits of Liability | Description of Coverages |
|---------|---------------------|---|
| D1 | \$5,000,000. | Directors & Officers Liability (Errors & Omissions) Per Wrongful Act and Annual Aggregate |
| D1 | \$10,000. | Discrimination Defense Costs Per Unsuccessful Action or Complaint |
| D1 | \$25,000. | Discrimination Defense Costs - Annual Aggregate |
| D2 | \$2,000,000. | Errors & Omissions Liability Per Wrongful Act and Annual Aggregate |

E. CRIME

Master Policy No. 501177358 Deductible (Section E): Premium (Section E): Not Applicable Certificate No. Not Applicable

Not Applicable

| Section | Limits of Liability | Description of Coverages | |
|---------|---------------------|--|---------|
| E | Not Covered | Broad Form Money and Securities, Loss Inside and Outside Premises | <u></u> |
| E | Not Covered | Employee Dishonesty Coverage - Form A, Commercial Blanket Bond | |

The insurance provided by these Declarations is subject to all terms, conditions, provisions, limitations and exclusions of Policy Numbers CMWA P0153, CMW BZ0122, 501177358, 501148987 and 501148986 and may be canceled by the Insurers by registered mail with thirty days notice or as provided by the Policy.

In the event of loss or damage or any change in risk, immediate notice must be given to the insurers or to the broker.

Declarations

Page 4

Name of Insured:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation

Period of Insurance:

August 1, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

SCHEDULE OF INSURERS

Section A. PROPERTY

Policy No. CMWA P0153

The interest of each insurer hereunder is individual and not joint, and wherever any right or privilege is retained by the insurers, such right or privilege may be exercised by each insurer independently. The liability of each of the Insurer(s) shall be limited to that proportion of the loss which the percentage of liability set against the name of the individual Insurer bears to the total amount insured hereunder.

| <u>Insurers</u> | | <u>Interest</u> | | <u>Premium</u> |
|---|--------|-------------------|----------------|------------------------------|
| Zurich Insurance Company Ltd. ACE INA Canada Catlin Canada Inc. | | 65% 25% 10% | \$ \$ \$ | 34,093. 13,112. 5,245. |
| | Total: | 100% | \$ | 52,450. |

Date Issued: August 12, 2010

E&OE /KEV/AO

CMW Insurance Services Ltd.

(Authorized Representative)



ASCENT RESIDENTIAL STRATA PROGRAM Endorsement No. One

Name of Insured & Mailing Address:
The Owners of Strata Plan LMS4456
c/o Ascent Real Estate Management Corporation
2176 Willingdon Avenue
Burnaby, BC V5C 5Z9

Name of Broker & Mailing Address:

CMW Insurance Services Ltd. 700-1901 Rosser Avenue Burnaby, BC V5C 6R6

Tel: 604-294-3301 Fax: 604-294-3003

cmwinsurance.com

Location of Risk:

31 - 48 Floor, 938 Nelson Street

Vancouver, BC V6Z 3A7

Endorsement Period:

August 1, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

Endorsement Premium:

Nil

Water Ingress Exclusion

It is hereby understood and agreed that this policy does not insure loss or damage caused directly or indirectly by ingress of water where that ingress of water was caused or in any way contributed to by failure of the 'Building Envelope'.

'Building Envelope' means any assemblies, components and/or materials, including, but in no way limited to, exterior walls, windows, glazing, doors, roofs, decks, flashings, eves, and related protection, of the building which separate and are intended to protect the Interior Space of the building from the effects of exterior climatic conditions. 'Interior Space' of the building, includes but is not limited to, material not directly or indirectly exposed or intended to be exposed to exterior climatic conditions, but does not form an integral part of the Building Envelope.

'Failure' of the Building Envelope includes failure of any part or component of the Building Envelope to prevent ingress of water into the building (including ingress of water into the Building Envelope) as a result of any defect or error in design, workmanship, construction or materials, lack of maintenance, wear and tear or gradual deterioration.

This exclusion in no way modifies or limits any of the other exclusions in Policy No. CMWA P0153

| Acknowledged by Insured: | |
|---|----------------|
| | Signature |
| | Name and Title |
| | Today's Date |
| ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED | · |

Endorsement No. One

Page 2

Name of Insured:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation

Endorsement Period:

August 1, 2010 to August 1, 2011 Both dated to 12:01 am Standard Time at the address of the Insured.

| Schedule of Ins | surers | <u>Interest</u> | Premium |
|--|-----------------------|-------------------|-------------------|
| Section A | Policy No. CMWA P0153 | | |
| Zurich Insurance C ACE INA Canada Catlin Canada Inc. | ompany Ltd. | 65% 25% 10% | Nil Nil Nil |

Date Issued: August 12, 2010

E&OE /KEV/AO

CMW Insurance Services Ltd.

(Authorized Representative)

DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT

Name of Insured:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation

Effective Date:

August 1, 2010

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

Schedule of Insurers

Section A.

Property

Policy No. CMWA P0153

Zurich Insurance Company Ltd.

ACE INA Canada Catlin Canada Inc.

Section B.

Equipment Breakdown

Certificate No. CMW BZ0122

Zurich Insurance Company Ltd.

Section C.

General Liability

Intact Insurance Company

Crime

Certificate No. CMWA L0153

Section D1.

Professional Liability

Intact Insurance Company

Intact Insurance Company

Certificate No. CMWA D0153

Section D2.

Professional Liability

Certificate No. CMWA E0153

Section E.

Certificate No. Not Covered

- 1. I, Kevin Casey, am licensed as a General Insurance Agent by the Insurance Council of British Columbia.
- 2. This transaction is between the insured and the insurers listed above.
- 3. In soliciting the transaction described above, I am representing CMW Insurance Services Ltd. who does business with the insurers.
- 4. The nature and extent of the insurers' interest in the agency is none. The nature and extent of the agent's interest in the insurers is none.
- 5. Upon completion of this transaction, the agent will be remunerated by way of commission or fee by the insurers.
- 6. The Financial Institution Act prohibits the insurers from requiring the insured to transact additional or other business with the insurers or any other person or corporation as a condition of this transaction.

If you have any questions regarding this Notice, please do not hesitate to contact our office.

E&OE /KEV/AO



ASCENT RESIDENTIAL STRATA PROGRAM Endorsement No. Two

Name of Insured & Mailing Address:

The Owners of Strata Plan LMS4456

c/o Ascent Real Estate Management Corporation 2176 Willingdon Avenue Burnaby, BC V5C 5Z9 Name of Broker & Mailing Address:

CMW Insurance Services Ltd.

700-1901 Rosser Avenue Burnaby, BC V5C 6R6

Tel: 604-294-3301 Fax: 604-294-3003

cmwinsurance.com

Location of Risk:

31 - 48 Floor, 938 Nelson Street

Vancouver, BC V6Z 3A7

Endorsement Period:

September 18, 2010 to August 1, 2011

Both dated to 12:01 am Standard Time at the address of the Insured.

Endorsement Premium:

\$727. Additional

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

With respect to:

1. Section A - Property of Every Description, the Sum Insured and

2. Section B - Equipment Breakdown, the Limit of Insurance

are increased by \$819,000 to now read and cover in the amount of \$52,090,000 (subject to Stated Amount Co-insurance).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

| Schedule of Insurers | | | Interest | <u>Additional</u> <u>Premium</u> |
|--|--|--|-------------------|-------------------------------------|
| Section A Zurich Insurance C ACE INA Canada Catlin Canada Inc. | Policy No. CMWA P0153 Company Ltd. | | 65% 25% 10% | \$ 473. \$ 182. \$ 72. |
| Section B Zurich Insurance C | Master Policy No. 8601270 Company Ltd. | Certificate No. CMW BZ0122 | 100% | Nil |
| Section C Intact Insurance Co | Master Policy No. 501177358 ompany | Certificate No. CMWA L0153 | 100% | Nil |
| Section D1 Section D2 Intact Insurance Co | Master Policy No. 501148987 Master Policy No. 501148986 Ompany | Certificate No. CMWA D0153 Certificate No. CMWA E0153 | 100% | Nil |
| Section E Intact Insurance Co | Not Covered ompany | | 100% | Not Covered |

Date Issued: September 13, 2010

E&OE /KEV/AO

CMW Insurance Services Ltd.

(Authorized Representative)

Strata Plan LMS4456 One Wall Centre

Proposed Budget

Effective January 1, 2011 to December 31, 2011

| | Effective January 1, 20. | Current | | | |
|-----------|---|--------------|--------------|------------|--|
| | | 10 Months to | Budget | Budget | |
| | - | 31-Oct-10 | 2010 | 2011 | |
| | Revenue | | | | |
| 3000-0000 | Operating Income | 460,568.50 | 552,682.11 | 594,456.00 | |
| 3010-0000 | Contingency Reserve Income | 75,000.00 | 90,000.00 | 90,000.00 | |
| 3020-0000 | Bylaw Fine Income | 2,000.00 | 500.00 | 500.00 | |
| 3030-0000 | Interest Income | 332.31 | - | 22222 | |
| 3040-0000 | Move In/Out Fee | 2,700.00 | 1,500.00 | 1,500.00 | |
| 3055-0000 | Fob Sales Income | 525.00 | 400.00 | 400.00 | |
| 3080-0000 | Other Income | 1,149.83 | - | | |
| 3080-5000 | Phone/Fax/Email | , - | - | | |
| 3080-5010 | Filter Sales | - | | 300.00 | |
| 3095-0000 | Transfer from Prior Year Surplus | 24,241.36 | 24,241.36 | 25,499.00 | |
| | Total Income | 566,517.00 | 669,323.47 | 712,655.00 | |
| | Expense | | | | |
| 4000-0000 | Agent Fee | 16,599.56 | 19,628.47 | 20,100.00 | |
| 4010-0000 | Legal/Consulting fees | 19,136.28 | 62,000.00 | 55,000.00 | |
| 4012-0000 | Photocopying/Postage | 1,878.84 | 3,105.00 | 3,105.00 | |
| 4015-0000 | Bank Charges | 230.00 | 500.00 | 500.00 | |
| 4016-0000 | Miscelleneous | 4,629.21 | 4,140.00 | 5,000.00 | |
| 4040-0000 | Insurance | 44,282.25 | 65,000.00 | 70,000.00 | |
| 4040-0020 | Insurance Deductible Repairs | 1.1/202123 | 03,000.00 | 25,000.00 | |
| 4050-0000 | Electricity | 17,368.66 | 22,000.00 | 24,000.00 | |
| 4052-0000 | Water & Sewer | 5,638.28 | 6,500.00 | 7,000.00 | |
| 4056-0000 | Garbage Collection | - | - | 1,000.00 | |
| 4058-0000 | Gas | 41,814.07 | 46,800.00 | 46,800.00 | |
| 4106-0000 | Security | 35,331.79 | 55,000.00 | 55,000.00 | |
| 4110-0000 | Cable | 2,521.93 | 3,200.00 | 3,200.00 | |
| 4130-0000 | Elevator | 16,548.33 | 28,000.00 | 28,000.00 | |
| 4160-0000 | Plumbing & Mech Maintenance - Scheduled | 70,349.87 | 40,000.00 | 18,000.00 | |
| 4160-0030 | Plumbing & Mechanical Repairs | , | .5,555.00 | 32,000.00 | |
| 4162-0000 | R & M - Carpet Cleaning | 2,345.75 | 3,200.00 | 3,200.00 | |
| 4217-0000 | Christmas Decorations - Lobby | 1,427.36 | 3,500.00 | 3,500.00 | |
| 4220-0000 | Window Cleaning | - | 12,500.00 | 12,500.00 | |
| 4232-0000 | Janitorial | 38,470.48 | 53,000.00 | 53,000.00 | |
| 4300-0000 | Landscaping | 4,793.65 | 5,500.00 | 5,500.00 | |
| 4400-0000 | Amenity Room Expenses | 126.00 | 750.00 | 750.00 | |
| 4500-0000 | Caretaker Wages | 115,299.13 | 145,000.00 | 150,500.00 | |
| | Total Expense | 438,791.44 | 579,323.47 | 622,655.00 | |
| | Surplus(deficit) from Operations | 127,725.56 | 90,000.00 | 90,000.00 | |
| 4800-0000 | Contingency Reserve Transfer | 75,000.00 | 90,000.00 | 90,000.00 | |
| | Total operating surplus(deficit) | 52,725.56 | | 20,000,00 | |

STRATA PLAN LMS 4456 ONE WALL CENTRE PROPOSED MONTHLY STRATA FEE SCHEDULE JANUARY 1, 2011 TO DECEMBER 31, 2011

OPERATING FEE
CONTINGENCY RESERVE FEE
TOTAL STRATA FEE

594,456.00 90,000.00

\$684,456.00

| S.L.# | UNIT# | U/E | % COMMON | 2011 MONTHLY STRATA FEE | | |
|-------|-------|------|-------------|-------------------------|------------|---------------|
| | | | | OPERATING FEE | CRF FEE | STRATA FEE |
| 1 | 3106 | 757 | 0.786167% | \$389.45 | \$58.96 | \$448.41 |
| 2 | 3101 | 1021 | 1.060339% | \$525.27 | \$79.53 | \$604.80 |
| 3 | 3102 | 758 | 0.787205% | \$389.97 | \$59.04 | \$449.01 |
| 4 | 3103 | 738 | 0.766435% | \$379.68 | \$57.48 | \$437.16 |
| 5 | 3104 | 1096 | 1.138228% | \$563.86 | \$85.37 | \$649.23 |
| 6 | 3105 | 740 | 0.768512% | \$380.71 | \$57.64 | \$438.35 |
| 7 | 3206 | 738 | 0.766435% | \$379.68 | \$57.48 | \$437.16 |
| 8 | 3201 | 989 | 1.027106% | \$508.81 | \$77.03 | \$585.84 |
| 9 | 3202 | 756 | 0.785128% | \$388.94 | \$58.88 | \$447.82 |
| 10 | 3203 | 738 | 0.766435% | \$379.68 | \$57.48 | \$437.16 |
| 11 | 3204 | 1099 | 1.141344% | \$565.40 | \$85.60 | \$651.00 |
| 12 | 3205 | 732 | 0.760204% | \$376.59 | \$57.02 | \$433.61 |
| 13 | 3306 | 760 | 0.789282% | \$390.99 | \$59.20 | \$450.19 |
| 14 | 3301 | 990 | 1.028144% | \$509.32 | \$77.11 | \$586.43 |
| 15 | 3302 | 761 | 0.790321% | \$391.51 | \$59.27 | \$450.78 |
| 16 | 3303 | 736 | 0.764358% | \$378.65 | \$57.33 | \$435.98 |
| 17 | 3304 | 1100 | 1.142382% | \$565.91 | \$85.68 | \$651.59 |
| 18 | 3305 | 733 | 0.761242% | \$377.10 | \$57.09 | \$434.19 |
| 19 | 3404 | 1520 | 1.578565% | \$781.99 | \$118.39 | \$900.38 |
| 20 | 3401 | 1380 | 1.433171% | \$709.96 | \$107.49 | \$817.45 |
| 21 | 3402 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 22 | 3403 | 1447 | 1.502752% | \$744.43 | \$112.71 | \$857.14 |
| 23 | 3504 | 1385 | 1.438363% | \$712.54 | \$107.88 | \$820.42 |
| 24 | 3501 | 1403 | 1.457057% | \$721.80 | \$109.28 | \$831.08 |
| 25 | 3502 | 1442 | 1.497559% | \$741.86 | \$112.32 | \$854.18 |
| 26 | 3503 | 1491 | 1.548447% | \$767.07 | \$116.13 | \$883.20 |
| 27 | 3604 | 1368 | 1.420708% | \$703.79 | \$106.55 | \$810.34 |
| 28 | 3601 | 1406 | 1.460172% | \$723.34 | \$109.51 | \$832.85 |
| 29 | 3602 | 1446 | 1.501714% | \$743.92 | \$112.63 | \$856.55 |
| 30 | 3603 | 1465 | 1.521446% | \$753.69 | \$114.11 | \$867.80 |
| 31 | 3704 | 1388 | 1.441479% | \$714.08 | \$108.11 | \$822.19 |
| 32 | 3701 | 1406 | 1.460172% | \$723.34 | \$109.51 | \$832.85 |
| 33 | 3702 | 1441 | 1.496521% | \$741.35 | \$112.24 | \$853.59 |
| 34 | 3703 | 1490 | 1.547409% | \$766.56 | \$116.06 | \$882.62 |
| 35 | 3804 | 1520 | 1.578565% | \$781.99 | \$118.39 | \$900.38 |
| 36 | 3801 | 1381 | 1.434209% | \$710.48 | \$107.57 | \$818.05 |
| 37 | 3802 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 38 | 3803 | 1445 | 1.500675% | \$743.40 | \$112.55 | \$855.95 |
| 39 | 3904 | 1520 | 1.578565% | \$781.99 | \$118.39 | \$900.38 |
| 40 | 3901 | 1379 | 1.432132% | \$709.45 | \$107.41 | \$816.86 |
| 41 | 3902 | 1525 | 1.583757% | \$784.56 | \$118.78 | \$903.34 |
| 42 | 3903 | 1446 | 1.501714% | \$743.92 | \$112.63 | \$856.55 |
| 43 | 4004 | 1385 | 1.438363% | \$712.54 | \$107.88 | \$820.42 |
| 44 | 4001 | 1402 | 1.456018% | \$721.28 | \$109.20 | \$830.48 |

STRATA PLAN LMS 4456 ONE WALL CENTRE PROPOSED MONTHLY STRATA FEE SCHEDULE JANUARY 1, 2011 TO DECEMBER 31, 2011

OPERATING FEE CONTINGENCY RESERVE FEE

594,456.00

90,000.00

TOTAL STRATA FEE

\$684,456.00

| | | | | 2011 M | MONTHLY STRAT | TA FEE |
|--------|------|-------|-------------|--------------|---------------|-------------|
| 45 | 4002 | 1435 | 1.490290% | \$738.26 | \$111.77 | \$850.03 |
| 46 | 4003 | 1492 | 1.549486% | \$767.58 | \$116.21 | \$883.79 |
| 47 | 4104 | 1387 | 1.440440% | \$713.57 | \$108.03 | \$821.60 |
| 48 | 4101 | 1407 | 1.461211% | \$723.85 | \$109.59 | \$833.44 |
| 49 | 4102 | 1439 | 1.494444% | \$740.32 | \$112.08 | \$852.40 |
| 50 | 4103 | 1491 | 1.548447% | \$767.07 | \$116.13 | \$883.20 |
| 51 | 4204 | 1531 | 1.589989% | \$787.65 | \$119.25 | \$906.90 |
| 52 | 4201 | 1383 | 1.436286% | \$711.51 | \$107.72 | \$819.23 |
| 53 | 4202 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 54 | 4203 | 1447 | 1.502752% | \$744.43 | \$112.71 | \$857.14 |
| 55 | 4304 | 1520 | 1.578565% | \$781.99 | \$118.39 | \$900.38 |
| 56 | 4301 | 1380 | 1.433171% | \$709.96 | \$107.49 | \$817.45 |
| 57 | 4302 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 58 | 4303 | 1446 | 1.501714% | \$743.92 | \$112.63 | \$856.55 |
| 59 | 4504 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 60 | 4501 | 1381 | 1.434209% | \$710.48 | \$107.57 | \$818.05 |
| 61 | 4502 | 1519 | 1.577526% | \$781.47 | \$118.31 | \$899.78 |
| 62 | 4503 | 1447 | 1.502752% | \$744.43 | \$112.71 | \$857.14 |
| 63 | 4604 | 1387 | 1.440440% | \$713.57 | \$108.03 | \$821.60 |
| 64 | 4601 | 1405 | 1.459134% | \$722.83 | \$109.44 | \$832.27 |
| 65 | 4602 | 1438 | 1.493405% | \$739.80 | \$112.01 | \$851.81 |
| 66 | 4603 | 1490 | 1.547409% | \$766.56 | \$116.06 | \$882.62 |
| 67 | 4704 | 1387 | 1.440440% | \$713.57 | \$108.03 | \$821.60 |
| 68 | 4701 | 4641 | 4.819815% | \$2,387.64 | \$361.49 | \$2,749.13 |
| 69 | 4703 | 1497 | 1.554679% | \$770.16 | \$116.60 | \$886.76 |
| 70 | 4803 | 1444 | 1.499637% | \$742.89 | \$112.47 | \$855.36 |
| 71 | 4804 | 1520 | 1.578565% | \$781.99 | \$118.39 | \$900.38 |
| 72 | 4802 | 1058 | 1.098764% | \$544.31 | \$82.41 | \$626.72 |
| TOTALS | | 96290 | 100.000000% | \$49,538.01 | \$7,499.98 | \$57,037.99 |
| | | | _ | x 12 | x 12 | x 12 |
| | | | - | | | |
| | | | | \$594,456.12 | | |

MAJORITY VOTE RESOLUTION #1

OPERATING BUDGET SURPLUS/DEFICIT

PREAMBLE

In accordance with section 105 of the Strata Property Act, contributions to the operating fund, which are not required to meet operating expenses accruing during the fiscal year to which the budget relates must be dealt with in one or more of the following ways, unless the strata corporation determines otherwise by a resolution passed by 3/4 vote at an annual or special general meeting.

- (a) transferred into the contingency reserve fund;
- (b) use to reduce the total contribution to the next fiscal year's operating fund.

RESOLUTION

Therefore be it resolved by majority vote to direct the strata council to transfer the operating surplus determined at year end to one or more of the following ways;

- (a) transfer into the contingency reserve fund.
- (b) used to reduce the total contribution to the next fiscal year's operating fund.

SPECIAL (3/4 VOTE) RESOLUTION #1

CONTINGENCY RESERVE FUND

PREAMBLE

Whereas, in accordance with section 93 of the Strata Property Act, "Subject to the requirements set out in the Strata Property Act regulations, the strata corporation must determine the amount of the annual contribution to the contingency reserve fund"; and

Whereas, the Strata Property Act Regulation 6.1 states:

- For the purposes of section 93 of the Act, the amount of the annual contribution to the contingency reserve fund for a fiscal year, other than the fiscal year following the first annual general meeting, must be determined as follows:
 - (a) if the amount of money in the contingency reserve fund at the end of any fiscal year after the first annual general meeting is less than 25% of the total annual budgeted contribution to the operating fund for the fiscal year that has just ended, the annual contribution to the contingency reserve fund must be at least 10% of the total contribution to the operating fund for the current fiscal year;
 - (b) if the amount of money in the contingency reserve fund at the end of any fiscal year after the first annual general meeting is equal to or greater than 100% of the total annual budgeted contribution to the operating fund for the fiscal year that has just ended, any contribution to the contingency reserve fund must be approved by a resolution passed by a 3/4 vote at an annual or special general meeting;
 - (c) if the amount of money in the contingency reserve fund at the end of any fiscal year after the first annual general meeting is at least 25% but less than 100% of the total annual budgeted contribution to the operating fund for the fiscal year that has just ended, the annual contribution to the contingency reserve fund may be of any amount.

Whereas, as at December 31, 2010 the contingency reserve fund will be greater than 100% of the budget, a 34 vote is required; and

Whereas, future expenditures may be greater than the current contingency reserve fund.

RESOLUTION

Therefore be it resolved, by $\frac{3}{4}$ vote of Owners' Strata Plan LMS 4456 authorize to budget additional contributions to the contingency reserve fund."