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ASCENT REAL ESTATE MGM.

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04-28-2007 04:02PM FROM-THYSSENKRUPP ELEVATOR

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T-581 P.002/008 F-988

# ThyssenKrupp Elevator (Canada) Limited

## MASTER COVERAGE AGREEMENT



ThyssenKrupp

Master Coverage Service is a systematic program of protective maintenance designed to keep the elevating equipment in proper operating condition throughout the contract term.

All work will be performed by experienced technicians directly employed, trained and supervised by ThyssenKrupp Elevator (Canada) Limited (hereinafter called "ThyssenKrupp Elevator") and supported by our complete technical facilities.

This elevator maintenance service will be provided to: \_\_\_\_\_ (hereinafter referred to as purchaser).

Owners of Strata Plan LMS 4456  
C/o: Ascent Real Estate Management Corp.  
2176 Willingdon Avenue  
Burnaby, BC, V5C 5Z9

For the following elevating devices:

### ELEVATING EQUIPMENT:

# of units	Manufacturer	Type	Capacity	Speed
1-4B FL.	MCE	Gearless	1588 kg	1000
1-4B FL.	MCE	Gearless	1588 kg	1000

### GOVERNMENT INSTALLATION #(S):

18892, 18893

### UNIT SERIAL NUMBERS:

00-24631, 00-24631

(Hereinafter referred to as "elevators")

### Located at:

One Wall Centre  
938 Nelson Street, Vancouver  
BC, LMS 4456

MAY 01 07

Servicing of the elevators will be performed on a regular and systematic basis. This service will commence ~~January 01 2008~~ for an initial Four (4) year contract period, and will continue for subsequent periods of Seven (7) years throughout the life of the equipment or until terminated as provided herein.

ThyssenKrupp Elevator shall provide our maintenance service in full accordance to the CSA-B44 code, standards on elevator maintenance.

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THYSSENKRUPP ELEVATOR (CANADA) LIMITED

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T-581 P.002/008 F-856

## ThyssenKrupp Elevator (Canada) Limited

### MASTER COVERAGE AGREEMENT



ThyssenKrupp

Under this Master Coverage Agreement, ThyssenKrupp Elevator will regularly examine, clean, adjust, lubricate, and if in our opinion conditions warrants it, we will repair or replace all electrical and mechanical components of the elevators and escalators whenever necessitated by the wear and tear of normal usage including:

#### 1.0 ELEVATORS

- .1 Machines, couplings, shafts, gears, bearings, flexible mountings, cable sheaves,
- .2 Motors and motor-generators, windings, brushes, commutators, brush holders, bearings, exciters, tachometers,
- .3 Door operators, hanger sheaves, upthrust rollers, gibs, guides, protective rays, sensitive door edges, door motors, drive belts, gear reductions, interlocks, clutches, linkage, relating devices, door tracks,
- .4 Holstway equipment, car and counterweight buffers, conductor cables, guide rails, guide rollers and shoes, deflector and secondary sheaves, compensating sheaves, load weighing devices, limit switches, holstway inductors, car top operating devices,
- .5 Controllers and selectors, relays, coils, contacts and contact springs, shunts, resistors, condensers, transformers, stepping switches, rectifiers, motor starters, overcurrent devices,
- .6 Signal devices, car and hall pushbuttons, position indicators, hall lanterns and gongs, direction indicators, signal lamps, emergency lighting units,
- .7 Solid-state circuitry, cards, sockets, integrated circuit modules, speed regulators, timing and computing devices, transistors,
- .8 Brakes, magnet coils, armatures, shoes, contacts, springs, drums, linings,
- .9 Safety stopping devices, jaws, bearings, equalizing mechanisms, plank switches, linkage, speed governors, tripping assembly, overspeed switches, tension sheaves,
- .10 Hydraulic pumps and motors, belt drives, valves, pilots, strainers, mufflers, timers, plungers, guide bearings, packing and packing glands.

*Accessory equipment unrelated to normal elevator operation is not covered by this contract unless otherwise specified herein.*

#### 2.0 ESCALATORS

- .1 Machines, including gears, thrust bearings and housings, brakes, including brake pulley, brake coil, brake contact, linings and component parts,
- .2 Motors, including windings, rotating elements, commutator brushes, brush holders and bearings,
- .3 Handrail drive, including chains, sprockets, rollers and bearings, universal joints, handrail and alignment devices,
- .4 Step assemblies, including treads, rollers, bearings, track, step chain, sprockets, and comb segments,
- .5 Governors, including bearings, contact and jaws.

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## ThyssenKrupp Elevator (Canada) Limited

### MASTER COVERAGE AGREEMENT



ThyssenKrupp

#### 3.0 In addition, under this Master Coverage Agreement ThyssenKrupp Elevator will:

- .1 Provide *emergency* service promptly if any trouble should develop between the regular examinations, and the Purchaser agrees to notify ThyssenKrupp Elevator without delay if such trouble occurs. *(An emergency shall be deemed to exist if passengers are trapped or if more than 50% of the elevators in any one group are out of service)* This emergency service, limited to the investigation of trouble, passenger assistance, minor adjustments and minor repairs, will be available on a 24-hour basis. This service outside regular working hours is not included in the contract price.
- .2 Replace all wire ropes as often as deemed necessary by ThyssenKrupp to maintain an adequate factor of safety, recognizing the standards endorsed by the elevator industry and the CSA-B44 elevator code.
- .3 Repair or replace conductor travelling cables as deemed necessary by ThyssenKrupp.
- .4 Regularly check, and as necessary, equalize the tension on all hoisting ropes.
- .5 Maintain the machinery in clean condition, and regularly clean the machine room, hoistway and pit areas of all dirt and debris relevant to normal elevator operations.
- .6 Furnish all lubricants, cleaning compounds and cleaning equipment. All lubricants will meet rigid ThyssenKrupp specifications with respect to particular applications for which they are required.
- .7 Maintain the systems capabilities of these elevators as found at the start of the elevator service agreement.
- .8 Supply special hydraulic operating fluid as required to replenish normal seepage.
- .9 Provide pre-planned repairs, where significant interruption to elevator operation is involved, the repair will be scheduled to suit the Purchaser's convenience wherever reasonably possible within the scope of this contract.
- .10 ThyssenKrupp shall assist in any repair and/or upgrade that the elevating system(s) may need, that falls outside the coverage of this contract. This will include our expertise as to available products, recommendations and long range asset planning to ensure that the continued satisfaction of the purchaser is maintained.

#### 4.0 The following is not included under this contract:

##### .1 ELEVATORS:

Refinishing, cleaning, repair or replacement of cab and door paneling, handrails, floor and floor covering, door frames and sills, illumination lamps & ballasts, intercommunication systems, buried piping and hydraulic jack cylinder, main disconnect switches and their fuses or circuit breakers, emergency power transfer switchgear, ventilation fans. Accessory equipment unrelated to normal elevator operation is not covered by this contract.

##### .2 ESCALATORS:

- a) Balustrades: including deck covers, moldings, interior panels and skirt panels.
- b) Trues: wedge guards, and escalator lightings.
- c) Painted Surfaces: including the demarcation line painted on the steps or cumbplates.

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THYSSENKRUPP ELEVATOR (CANADA) LIMITED

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T-521 P-005/008 F-858

# ThyssenKrupp Elevator (Canada) Limited

## MASTER COVERAGE AGREEMENT



ThyssenKrupp

### 6.0 TERMS AND CONDITIONS

#### 6.1 Working Hours

The contract price is based on all work being done during regular working hours (8am to 5pm, Monday to Friday) unless otherwise specified herein. Any work included in the contract price but provided outside the working hours as indicated, shall be subject to an additional charge for the difference between ThyssenKrupp Elevator's normal billing rates between regular and overtime work. Regular and overtime working hours shall be stipulated by the collective labour agreement with which ThyssenKrupp Elevator must comply in the region where the elevators are to be maintained.

#### 6.2 Additional Work

- a) Work necessitated by misuse, vandalism, excessive heat in the elevator machine room, electrical voltage fluctuations, storm, fire, flood, riot, riot/repayment of keys/re-keying or any other cause beyond ThyssenKrupp Elevator's control, except the wear and tear of normal elevator/escalator usage, is extra to this contract and shall be subject to additional charge at the applicable billing rates for material and labour. Wherever reasonably possible the Purchaser's prior approval shall be obtained for such work.
- b) This contract does not include the making of tests, additions or modifications, to the elevators or escalators as may be required by governmental authorities or independent third parties, unless otherwise accepted by ThyssenKrupp Elevator and/or specified herein. ThyssenKrupp Elevator services shall also not be extended to include any equipment added and/or modified subsequent to the Proposal Date, unless such changes are specifically accepted by ThyssenKrupp Elevator.

#### 6.3 Schedules

This service shall be provided in accordance with ThyssenKrupp Elevator standard maintenance practices for such services and ThyssenKrupp Elevator shall not be obligated to do any work specified herein prior to the time when such work is deemed necessary by us to preserve an adequate factor of safety.

#### 6.4 Suspension

ThyssenKrupp Elevator may suspend the services provided herein, upon written notice to the Purchaser, if payments have not been made in accordance with the terms of the contract. During any period of suspension, no monthly charges will be made hereunder, and the terms and conditions of this contract shall remain in effect, except that ThyssenKrupp Elevator shall not have any liability for anything occurring during, or resulting from, such suspension. Upon restoration of ThyssenKrupp Elevator services, any work required to restore the elevators to their suspension date condition shall be extra to the contract price. The contract period in which a suspension commences shall be extended by the number of days of the suspension.

#### 6.5 Termination

Either party may terminate ThyssenKrupp Elevator's services under this agreement at the end of the initial contract period, or the end of any subsequent contract period, by providing the other party with 90 days prior written notice.

#### 6.6 Change of Ownership

In the event of the sale, lease or other transfer of the elevator equipment described herein, or the premises in which they are located, you agree that the intended transfer shall be made conditional upon the acceptance and assumption of the terms, conditions and obligations of this contract by the transferee and the delivery to ThyssenKrupp Elevator of the transferee's acknowledgment. You will be held responsible for the performance of all terms, conditions and obligations stipulated in this contract in the event that you fail to comply with the terms of this paragraph.

#### 6.7 Liability

ThyssenKrupp Elevator is not an insurer and shall not be liable for damage to property or for injury or death of any person(s) except for damage, injury or death resulting directly from the negligence of ThyssenKrupp Elevator or its employees, and with that exception, the Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any such claim. ThyssenKrupp Elevator shall not be liable for any incidental or consequential loss or damage arising from the failure of the elevators to operate. Without limiting the generality of the foregoing, ThyssenKrupp Elevator shall not be liable for incidental or consequential damage or loss resulting from accidents, strikes, lockouts, material and labour shortages not within the reasonable control of ThyssenKrupp Elevator or any other cause not within our reasonable control.

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# ThyssenKrupp Elevator (Canada) Limited

## MASTER COVERAGE AGREEMENT



ThyssenKrupp

### 8 Acceptance

If the Purchaser's acceptance is in the form of a purchase order or other document making reference to this Proposal, both parties will be bound by the terms and conditions herein, which shall take precedence over any inconsistent terms and conditions of such purchasing document.

### 9 Assignment

This contract and the benefits hereof may not be assigned without ThyssenKrupp Elevator's written consent.

### 10 Obsolescence

In the event that any part, component or assembly is no longer available from the usual sources due to obsolescence, the Purchaser agrees to allow ThyssenKrupp Elevator to replace such part, component or assembly at the Purchaser's cost. Purchasers prior authorization shall be requested prior to proceeding with such replacement. Such authorization shall not be unduly withheld.

### 11 Title

If ThyssenKrupp Elevator supplied and/or installed the elevator equipment which is to be maintained under this contract and ThyssenKrupp Elevator has not yet been paid in full under its supply and/or installation contract, the Purchaser hereby acknowledges that ThyssenKrupp Elevator retains the title to the elevator(s) until monies owing to ThyssenKrupp Elevator under the contract have been paid, and this agreement is without prejudice to ThyssenKrupp Elevator's rights under ThyssenKrupp Elevator's supply and/or installation contract.

### 12 Mutual Responsibilities

- You agree to provide us with unrestricted and safe access to all areas of the building and building site, in which any part of your elevator equipment may be located. You also agree to keep the elevator machine rooms and pit areas free from water, stored materials, or debris. You will provide the employees of ThyssenKrupp Elevator a safe work environment and that you will remove and correct any problems associated with hazardous materials in accordance to applicable laws and/or provincial regulations.
- ThyssenKrupp Elevator and you agree that you have control, possession and management of the elevator equipment and that such control, possession and management is not assumed by ThyssenKrupp Elevator but remains exclusively with the purchaser. The purchaser, shall be solely responsible for the operation of the equipment, including but not restricted to, the proper loading of the elevator and related equipment to its proper capacity and the provision of warning signs, controls and cautions that may be required or desirable to ensure safe operation of the elevator.
- You hereby agree to cease operation of the elevator equipment upon the occurrence of any unsafe mode of operation including any accident, alteration or change affecting the equipment and to maintain surveillance of this equipment for the purpose of detecting any such unsafe or potentially unsafe mode of operation. You also agree to notify ThyssenKrupp Elevator immediately by telephone if any unsafe or potentially unsafe mode of operation occurs.
- If your elevators incorporate ThyssenKrupp Elevator computer software, you agree that the use of such software is but a license for your use, solely for the purpose of operating the elevators/escalators for which this software was provided. You also agree to keep such software in confidence and will not allow this software to be otherwise copied, displayed, transferred, modified, distributed, reverse assembled and/or compiled.
- You retain the rights to any non ThyssenKrupp Elevator software used by the elevators covered by this agreement but agree to allow us to make one backup or archival copy for you.
- You acknowledge that a machine room climate and temperature within the industry recognized 10 to 30 degree Celsius range ensures the best overall operation of the equipment. As such, you and ThyssenKrupp Elevator shall work together to ensure optimal performance of all equipment.

### 13 Drawings

The PURCHASER agrees to furnish a complete set of "AS BUILT" wiring diagrams for the complete system where necessary. If the elevator is built by ThyssenKrupp System or ThyssenKrupp Northern, ThyssenKrupp Elevator shall provide wiring diagrams for permanent and long time use by our elevator examiners.

### 14 Representation

ThyssenKrupp Elevator shall assign an Account Representative to the properties covered by this agreement, to provide assistance with contract, repairs, upgrades, modifications and long term planning for your vertical equipment's needs.

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THYSSENKRUPP ELEVATOR (CANADA) LIMITED

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# ThyssenKrupp Elevator (Canada) Limited

## MASTER COVERAGE AGREEMENT



ThyssenKrupp

ThyssenKrupp Elevator shall also ensure that a supervisor for our field technician's is available to assist the purchaser and ThyssenKrupp Elevator's employees in ensuring you receive the very best in vertical equipment maintenance.

### 6.0 Contract Price

1. The Price of this service will be:

One thousand three hundred ninety-five and 00/100 Dollars (\$1,395.00) per month

payable quarterly upon receipt of invoice. At least one year from the contract commencement date and as soon as practical after we have received notice of change in the labour rates, this price shall be increased or decreased. Such increase or decrease shall be in direct proportion to the increase or decrease in the straight time hourly labour cost (the sum of the straight time hourly labour rates plus any other related costs and the average cost of fringe benefits paid by us for elevator examiners in the locality where the equipment is to be serviced) and will occur annually on the contract anniversary date as compared with the previous years labour cost applicable to this contract.

2. The price includes all applicable sales taxes. Any change in such taxes, any new taxes, or changes in tax policy which may become effective after the Proposal Date, will not be included in the current contract price. ThyssenKrupp Elevator shall advise as soon as practical, after we have received such notice of change, the effects of any such change on the normally charged contract price.
3. The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) will be invoiced as an extra to the current contract price.
4. Simple interest at 2% per month (24% per annum) will be charged on amounts not paid when due.
5. If the purchaser defaults in making of any payments called for in this contract, Purchaser agrees to pay, in addition to any defaulted amount, all ThyssenKrupp Elevator legal fees, collection costs, and court costs in connection herewith. ThyssenKrupp Elevator reserves the right to share any relevant credit information when requested of us.
6. The Proposal is subject to approval in writing by ThyssenKrupp Elevator subsequent to acceptance by the Purchaser. Upon such acceptance and approval it shall constitute exclusively and entirely the contract for the services herein described. No changes in or additions to this agreement will be binding on either party unless made in writing and executed by both parties. Presentation of this document does not supercede any terms and conditions of any ThyssenKrupp Elevator contract currently in effect.
7. The terms and conditions herein form part of this agreement.

Presented by:

Geoff Calvert  
Account Representative

Phone No.: 604-294-2209

District Office: 3935 - 2nd Avenue

Proposal Date: December 13, 2006

Burnaby, BC, V5C 3W9

### PURCHASER'S ACCEPTANCE: (Approved by authorized purchaser representative)

(Please sign and submit two (2) copies to ThyssenKrupp Elevator for approval) Date: May 4/07

Corporate Name

LMS 4456

Address

938 Nelson Street, VancouverSignature of  
Signing OfficerName and Title of  
Signing OfficerR.S. Dickson, Strata Agent

THYSSENKRUPP ELEVATOR (CANADA) LIMITED-APPROVAL

Date

May 7, 2007

By

[Signature]Page 6 of      Contract No.     

THYSSENKRUPP ELEVATOR (CANADA) LIMITED

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T-551 P.008/008 P-688

# ThyssenKrupp Elevator (Canada) Limited

## Maintenance Contract Services



ThyssenKrupp

The changes noted below will take effect as of January 01 2006, and will thereafter become part of and subject to the terms and of the continuing maintenance Contract No. 9771 originally dated January 01 2006,

which applied to the following elevating devices:

### NUMBER and TYPE OF ELEVATORS:

# of units	Manufacturer	Type	Capacity	Speed
1-48 Fl.	MCE	Gearless	1588	1000
1-48 Fl.	MCE	Gearless	1588	1000

Located in One Wall Centre

At 938 Nelson Street, Vancouver, BC, LMS 4

The following changes shall be made of the contract:

1. Subject to a final inspection by a ThyssenKrupp Field supervisor prior to entering into a service maintenance agreement.

### PURCHASER'S ACCEPTANCE

(Please sign and submit two (2) copies to ThyssenKrupp for approval) Date: April 26 2007

Corporate Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

Signature of  
Signing Officer: \_\_\_\_\_

Name and Title  
of Signing Officer: R.S. Dickson STRATA Agent

### THYSSENKRUPP ELEVATOR (CANADA) APPROVAL

Date: May 7, 2007

By: \_\_\_\_\_

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THYSSENKRUPP ELEVATOR (CANADA) LIMITED \_\_\_\_\_

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