



AMENDED AND REFORMATTED DISCLOSURE STATEMENT

Date of this Disclosure Statement: May 12, 2005

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

This amended and reformatted disclosure statement (the "Disclosure Statement") relates to an offering by Qualex-Landmark Projects Inc. (the "Developer") for the sale of certain strata lots in the development to be constructed upon certain lands and premises located at 1455 Howe Street, Vancouver, British Columbia, and known as "Pomaria" (the "Development"). This Disclosure Statement replaces the original disclosure statement dated November 16, 2004.

DEVELOPER

Name: Qualex-Landmark Projects Inc.

Business Address and
Address for Service: 1460 Howe Street
Vancouver, British Columbia V6Z 1R8

AGENT OF DEVELOPER

The Developer initially intends to market the Strata Lots in the Development itself, but may utilize the services of a real estate agent for all or some of the Strata Lots in the future. Any employees of the Developer who market the Strata Lots on behalf of the Developer are not licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers.

DISCLAIMER

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT OF REAL ESTATE, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

The right of rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act* (British Columbia), applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of Pomaria. Purchasers who have previously received a prospectus or disclosure statement in respect of Pomaria accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act* (British Columbia), do **NOT** have a further right to rescind. This notice does not affect any rights a purchaser may have under the purchaser's Agreement of Purchase and Sale or at common law.

RIGHT OF RESCISSION

UNDER SECTION 21 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA), THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN 7 DAYS AFTER THE LATER OF THE DATE THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THE DISCLOSURE STATEMENT.

A PURCHASER MAY SERVE A NOTICE OF RESCISSION BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:

- (A) THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER;**
- (B) THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S AGREEMENT OF PURCHASE AND SALE;**
- (C) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER; OR**
- (D) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S AGREEMENT OF PURCHASE AND SALE.**

THE DEVELOPER MUST PROMPTLY PLACE PURCHASER'S DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR AGREEMENT OF PURCHASE AND SALE IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

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1. THE DEVELOPER

1.1 Particulars of Incorporation

The Developer was incorporated under the Company Act (British Columbia) (now the Business Corporations Act (British Columbia)) on October 25, 2002 under incorporation number 657213.

1.2 Purpose of Incorporation

The Developer was formed in order to develop and market the Strata Lots. The Developer's assets are the lands (the "Lands") upon which the Development is being constructed.

1.3 Registered and Records Office

The registered and records office of the Developer is Suite 1300 – 777 Dunsmuir Street, Vancouver, British Columbia, V7Y 1K2.

1.4 Directors

The directors of the Developer, all of whom are residents of British Columbia, are as follows:

Reza Navabi
Mohammed Esfahani
Hossein Malek

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The strata lots (hereinafter individually called a "Strata Lot" and collectively called the "Strata Lots") offered for sale by the Developer pursuant to this Disclosure Statement consist of 139 strata lots contained in a multi-storey concrete high-rise building known as "Pomaria". The Development will be constructed at 1455 Howe Street, Vancouver, British Columbia.

The Lands will be subdivided by way of the proposed strata plan (the "Proposed Strata Plan") attached as Exhibit "A". The proposed legal description for the Strata Lots will be Strata Lots 1 through 139 inclusive, Block 121, District Lot 541, Strata Plan BCS_____. The Strata Lots will be located approximately as set out in the Proposed Strata Plan.

The Strata Lots contained in the Development will include the following types:

<u>Type of Strata Lot</u>	<u>Number</u>
1-Bedroom	2
1-Bedroom + Den / Sun Room	30
2-Bedroom	37
2-Bedroom + Den / Sun Room	39
Sub-Penthouses (single levels)	2
Penthouses (2 levels)	2
Townhouses With Street Access (2 or 3 levels)	17
Townhouses Accessed by Lobby and Elevator (2 levels)	5
Live-Work Townhouses (3 levels)	4
Guest Suite	1
Total Strata Lots	<hr/> 139

Each purchaser of a Strata Lot will acquire title to that Strata Lot together with a proportionate interest in the common property (the "Common Property") of the strata corporation (the "Strata Corporation") to be created upon the filing of the final surveyed strata plan (the "Strata Plan") for the Development in the Lower Mainland Land Title Office (the "Land Title Office"), including common facilities and other assets of the Strata Corporation.

The area and location of the proposed Strata Lots are generally as set out in the Proposed Strata Plan. The actual Strata Lots, as constructed, may vary from which is depicted in the Proposed Strata Plan. The Developer reserves the right to alter the division among the type of Strata Lots, combine two or more Strata Lots into a single Strata Lot and /or re-number the Strata Lots. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement figures in respect of any of the Strata Lots may be adjusted.

2.2 Permitted Uses

All Strata Lots may only be used for residential purposes, except Strata Lots 18, 19, 20 and 21 (the "Live-Work Strata Lots") which are zoned for Live-Work and may be used for either residential and/or general office use. The uses of the Live-Work Strata Lots are restricted both by Zoning Bylaw No. 8689 of the City of Vancouver (the "City") and the Bylaws (defined in section 3.5 below), to forbid such uses as health enhancement centre, dating service, entertainment service, exotic dancing, social escort service, financial institution, booking agency, psychic / fortune telling service, consulate, embassy, high commission, and government offices.

2.3 Phasing

The Development is not part of a phased development.

3. STRATA INFORMATION

3.1 Unit Entitlement

The proposed Form V – Schedule of Unit Entitlement, showing the unit entitlement (the "Unit Entitlement") of each Strata Lot is set forth in Exhibit "B" to this Disclosure Statement. Unit Entitlement is a figure indicating a Strata Lot's share in the Common Property and assets of the Strata Corporation and from which its contribution of the expenses of the Common Property is determined. The actual Unit Entitlement may vary from the figures set forth in Exhibit "B" following the final survey after completion of the Development. Pursuant to the *Strata Property Act* (British Columbia) (the "*Strata Property Act*"), the Unit Entitlement of a Strata Lot will be one of the following:

- (a) the habitable area in square meters, rounded to the nearest whole number;
- (b) a whole number that is equal for all Strata Lots; or
- (c) a number approved by the Superintendent of Real Estate (the "Superintendent"), which represents an equitable allocation of common expenses to each Strata Lot.

Habitable area is defined as the area of the residential Strata Lot which can be lived in, but does not include outdoor patios, terraces and balconies, Parking Stalls or Storage Lockers (each as defined in section 3.6 below). For the purposes of Exhibit "B", the Unit Entitlement for the Strata Lots has been calculated based on the habitable areas of the Strata Lots.

3.2 Voting Rights

Each Strata Lot will have one vote in the Strata Corporation pursuant to the *Strata Property Act*. The Developer does not intend to file a Form W – Schedule of Voting Rights in the Land Title Office under the *Strata Property Act*.

3.3 Common Property and Facilities

Recreation facilities to be shared by owners of the Strata Lots will be included in the Development and will include a lounge/amenity room, gymnasium with exterior terrace, spa with separate male/female toilets, steam rooms, change rooms and showers, and a common sauna room (collectively, the "Recreation Facilities").

The Development will include those areas designated as Common Property in the Proposed Strata Plan and will also include the following common facilities (the "Common Facilities") for use by all Strata Lot owners:

- the Recreation Facilities;
- two lobbies facing east and west;

- two elevators;
- the Parking Facility containing the Parking Stalls and the Storage Lockers (each as defined in section 3.6 below); and
- the Bicycle Storage Areas (as defined in subsection 3.4(b) below).

The approximate size and location of the Common Facilities is indicated on the Proposed Strata Plan. The Developer reserves the right to increase or decrease the size of the Common Facilities by no more than 35% and/or alter the configuration of the Common Facilities, all without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

The Development will also include equipment use for the operation of the Development such as boilers, transformers, fire protection systems and equipment, vents, ducts, fans and other such facilities and equipment which are not depicted in the Proposed Strata Plan but which will be required in connection with the Development. Such facilities and equipment will be located as required by the City or as recommended by the Developer's consultants.

3.4 Limited Common Property

(a) *Limited Common Property*

Limited common property (the "Limited Common Property") is an area within the Common Property that may be used exclusively by one or more of the Strata Lot owners. In accordance with the Proposed Strata Plan, the Developer will designate the areas shown as outdoor terraces, patios, roof decks and balconies adjacent to individual Strata Lots as Limited Common Property for the exclusive use of the Strata Lot in question as set out in Proposed Strata Plan.

Furthermore, the two sky gardens (the "Sky Gardens") to be built on floors 16 and 19 will – for reasons of security and privacy – be designated as Limited Common Property for the exclusive use of owners of Strata Lots on floors 16 and 19 respectively. The Bylaws (as defined in section 3.5 below) provide that the landscaping of the Sky Gardens will be maintained by the Strata Corporation, at the expense of those owners of the Strata Lots who will have exclusive use of them.

The Strata Corporation is responsible for maintaining all Common Property, including Limited Common Property. However, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of Limited Common Property which they use. Bylaws 2 and 8 of the Bylaws make an owner responsible for maintaining and repairing Limited Common Property which they use, except the following, which the Strata Corporation, will repair and maintain:

- (i) repair and maintenance that in the ordinary course or events occurs less often than once a year;
- (ii) the structure of the building;
- (iii) the exterior of the building;
- (iv) chimneys, stairs, outdoor balconies, and other things attached to the exterior of the building;
- (v) doors, windows or skylights on the exterior of the building or that front on the Common Property; and
- (vi) fences, railings, and similar structures that enclose balconies, patios and yards.

(b) *Bicycle Storage Areas*

The Development will include bicycle storage areas (the "Bicycle Storage Areas") for approximately 173 bicycles, some in the form of the Storage Lockers (which will be available for the exclusive use of individual Strata Lot owners and subject to the Parking Facility and Storage Locker Lease as described in section 3.6 above) and the remainder of which will be in areas designated as Common Property on the Strata Plan.

3.5 Bylaws

The bylaws (the "Bylaws") of the Strata Corporation will be the standard bylaws under the *Strata Property Act*, amended as set out in Exhibit "C". At the time the Strata Plan is registered in the Land Title Office the Developer will concurrently register a Form Y – Owner Developer's Notice of Different Bylaws under the *Strata Property Act* generally in the form attached as Exhibit "C".

3.6 Parking

The Development will include approximately 206 parking spaces (the "Parking Stalls") which will be contained within an underground parking facility (the "Parking Facility"). Designated parking spaces may also be included for visitor parking. The Development will also include storage lockers (the "Storage Lockers") which will be located within the Parking Facility and on the main floor of the Development. There will be at least one storage locker for each Strata Lot. The Storage Locker(s) available for any Strata Lot will be as designated by the Developer. The location of the Parking Stalls and Storage Lockers will be approximately as set out in the Proposed Strata Plan.

The Parking Stalls and the Storage Lockers will be subject to a parking stall and storage lease (the "Parking Facility and Storage Locker Lease") in favour of a company related to the Developer and known as Qualex-Landmark Parking Ltd. (the "Parking Tenant"). The Parking Facility and Storage Locker Lease will give

the Parking Tenant the right to partially assign or sublease to individual purchasers of Strata Lots the exclusive right to use particular Parking Stalls and/or Storage Lockers (the "Parking Facility and Storage Locker Assignment").

The Developer intends on registering the Parking Facility and Storage Locker Lease against title to the Lands immediately prior to registration of the Strata Plan. As such, the designation of the Parking Stalls and the Storage Lockers as Common Property will be subject to the rights of the Parking Tenant under the Parking Facility and Storage Locker Lease.

The Developer will be entitled to include (or not include) Parking Stall(s) with the sale of the Strata Lots to purchasers as the Developer sees fit and as agreed with each purchaser. Where a purchaser purchases a Strata Lot with one or more Parking Stalls, such Parking Stalls will be designated by the Developer and the purchaser will have exclusive use of such Parking Stalls pursuant to the Parking Facility and Storage Locker Lease.

The form of Parking Facility and Storage Locker Lease and the Parking Facility and Storage Locker Assignment are attached as Exhibits "D" and "E", respectively.

3.7 Furnishings and Equipment

The following equipment will be included in the purchase price for each Strata Lot:

- Refrigerator
- Range or cook top and oven
- In-sink Disposal
- Dishwasher
- Washer and Dryer
- Microwave Oven
- Range Hood

If any Provincial Sales Tax or Goods and Services Tax is payable in respect of such equipment, such tax will be for the account of the purchaser of the Strata Lot.

3.8 Budget

(a) *Interim Budget*

The estimated budget of operating expenses for the first full year of operation of the Strata Corporation, based on current costs, is attached as Exhibit "F" to this Disclosure Statement.

The monthly estimated proportional share of the Operating Budget attributable to each Strata Lot is set out in Exhibit "F" under the column entitled "Estimated Monthly Expenses" and is calculated by dividing the

Strata Lot's Unit Entitlement by the total Unit Entitlement of all Strata Lots in the Development.

(b) *Interim Budget Shortfalls*

Pursuant to Section 7 of the *Strata Property Act*, the Developer is responsible and must pay the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser completes. Under Section 14 of the *Strata Property Act* if the Strata Corporation's actual expenses exceed the estimated expenses set out in Exhibit "F" for the period between the end of the month in which the first conveyance occurs and the date the first annual budget passed by the Strata Corporation takes effect, the Developer will pay such excess to the Strata Corporation and in addition to paying the amount of such excess, where the excess is more than 10% of the amounts estimated in Exhibit "F", then the Developer is required by the *Strata Property Act* to pay to the Strata Corporation a further amount equal to two times the amount of the excess. If the amount of such excess is more than 20% of the amounts estimated in Exhibit "F", Section 3.1(1) of the regulations to the *Strata Property Act* requires that the Developer pay to the Strata Corporation a further amount equal to three times the amount of such excess.

(c) *Contingency Reserve Fund*

Pursuant to the requirements of the *Strata Property Act*, the Developer will, prior to the first conveyance of a Strata Lot to a purchaser, establish a contingency reserve fund for the Strata Corporation by making a one-time contribution to that fund equal to 5% of the estimated operating expenses set out in the interim budget attached as Exhibit "F" to this Disclosure Statement. A contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or that do not usually occur. The interim budget also include a contingency reserve fund component to which the Strata Lot owners will contribute by means of strata fees, equal to 5% of the estimated operating expenses as set out in the interim budget (which is in addition to the 5% initial one-time contribution by the Developer to establish the fund). The contingency reserve fund will increase to at least 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation and is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses, at which time the Strata Corporation may approve a different amount.

3.9 Utilities and Services

All services and utilities including sanitary and storm sewer, domestic water, off-site curb, gutter and sidewalks are either now available to the Lands or will be

installed by the Developer at the Developer's cost or by others at their cost and connected to each Strata Lot where applicable.

Electrical power, telephone, cablevision will be provided to each Strata Lot and the purchaser will be responsible for the cost of same. Natural gas will also be provided to each Strata Lot but will not be separately metered and will form a common charge allocated based on the Unit Entitlement of each Strata Lot as established by section 3.1 above.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a strata management contract (the "Management Agreement") with a licensed property management company (the "Property Manager") to be selected by the Developer prior to the completion date of the sale of the first Strata Lot. The Developer will not be affiliated with the Property Manager. The Management Agreement will provide that it may be terminated by the Strata Corporation or the Property Manager upon 2 months' notice. Otherwise, the Management Agreement will terminate in accordance with the *Strata Property Act* on the date which is four weeks following the date of the second annual general meeting of the Strata Corporation.

3.11 Insurance

The Developer will place all risk insurance for the full insurable value of the Development together with third party liability insurance as is deemed necessary by the Developer.

The Developer will cause the Strata Corporation to replace the insurance coverage set out above on the completion of the Development with all risk insurance coverage for the full replacement value of the Development together with third party liability insurance in the amount of not less than \$5,000,000 as deemed necessary including insurance against major perils such as earthquake, fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts. Such insurance coverage will cover:

- (a) the Common Property;
- (b) common assets;
- (c) the buildings shown in the Strata Plan; and
- (d) fixtures built or installed on the Strata Lot by the Developer as part of the original construction. "Fixtures" are defined as items attached to a building, including floor and wall coverings and electrical and plumbing fixtures but does not include, if they can be removed without damage to the building, refrigerators, ranges, dishwashers, range hoods, and other items.

The purchaser of each Strata Lot will be responsible for insuring the contents of his or her Strata Lot.

3.12 Rental Disclosure Statement

In the event the Developer is unable to sell all of the Strata Lots, it may offer some or all of such Strata Lots for lease on such terms as it sees fit. A rental disclosure statement (the "Rental Disclosure Statement") will be filed by the Developer with the Superintendent and a copy of the Rental Disclosure Statement is attached hereto as Exhibit "G". Under the *Strata Property Act*, the Developer and the first purchasers of the Strata Lots are entitled to lease the Strata Lots for the period of time specified by the Developer in the Rental Disclosure Statement.

3.13 Distribution of Strata Corporation Assets on Winding Up

Upon the dissolution of the Strata Corporation, each owner of a Strata Lot will be entitled to a share of the assets of the Strata Corporation upon destruction or other termination or winding up of the Strata Corporation. The interest to which each owner of a Strata Lot will be entitled will be based on a formula calculated as follows:

$$\frac{\text{most recent assessed value of an owner's Strata Lot}}{\text{most recent assessed value of all Strata Lots, excluding any Strata Lots held by or on behalf of the Strata Corporation}} = \text{owner's share}$$

If there is no assessed value for the owner's Strata Lot an independent appraised value which is approved by a resolution passed by a $\frac{3}{4}$ vote may be used in place of an assessed value set out in the formula above.

3.14 Fines for Not Holding First AGM within Required Time

According to Section 16 of the *Strata Property Act*, the Developer must hold the first annual general meeting of the Strata Corporation during the six week period that begins on the earlier of:

- (a) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers; and
- (b) the date that is nine months after the date of the first conveyance of a Strata Lot to a purchaser.

If the Developer fails to hold the first annual general meeting of the Strata Corporation by that time, the Developer must pay to the Strata Corporation:

- (c) \$1,000 if the first annual general meeting is delayed for a period of up to 30 days after the date required; and
- (d) \$1,000 for each additional delay of seven days:

3.15 Documents to be Delivered to the Strata Corporation

The Developer is obliged, under Section 20(2) of the *Strata Property Act*, to deliver to the Strata Corporation at the first annual general meeting, copies of all of the following documents:

- (a) all plans that were required to obtain a building permit and any amendments to the building permit plans that were filed with the issuer of the building permit;
- (b) any document in the Developer's possession that indicates the actual location of a pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the Developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on a plan or plan amendment filed with the issuer of the building permit;
- (c) all contracts entered into by or on behalf of the Strata Corporation;
- (d) this Disclosure Statement;
- (e) the Strata Plan;
- (f) names and addresses of all contractors, subcontractors and persons who supplied labour or materials to the Development, as required by the regulations of the *Strata Property Act*;
- (g) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar information respecting the construction, installation, operation, maintenance, repair and servicing of any Common Property or any common assets, including any warranty information provided to the Developer by a person referred to in subsection 3.15(f) above;
- (h) all records required to be prepared or retained by the Strata Corporation under Section 35 of the *Strata Property Act*; and
- (i) any other records required by the regulations of the *Strata Property Act*.

Under Section 35 of the *Strata Property Act*, the Strata Corporation is obliged to maintain certain records as set out therein. According to Section 20(2) of the *Strata Property Act*, the Developer is obliged to provide the Strata Corporation, at the first annual general meeting, with those records which the Developer has maintained on its behalf.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The Lands are currently legally described as follows:

Parcel Identifier: 025-977-440
Lot E
Block 121
District Lot 541
New Westminster District
Plan BCP11964

4.2 Ownership

The Developer is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

(a) Legal Notations

The following legal notations are presently registered against title to the Lands and, unless otherwise indicated, will remain registered against title to the Strata Lots and/or Common Property of the Development:

- (i) Notice of Interest, Builders Lien Act (British Columbia) (section 3(2)), see BW367552. Filed 2004-08-09.

This notation indicates that the Developer's interest in the Lands is not bound by a lien claimed under the Builders Lien Act in respect of an improvement on the Lands unless that improvement is undertaken at the express request of the Developer. This notation will be discharged from title to the Strata Lots prior to or following the completion of the sales thereof to purchasers.

(b) Registered Encumbrances

- (i) Option to Purchase BW297912 over that portion of the Lands shown on Plan BCP11965 (measuring 4.6 m²), Covenant BW297914, Statutory Right of Way BW297916, Equitable Charge BW297918 and Priority Agreements BW297913, BW297915, BW297917 and BW297919.
- (ii) Option to Purchase BW297924 over that portion of the Lands shown on Plan BCP11966 (measuring 218.1 m²), Covenant BW297926, Statutory Right of Way BW297928, Equitable Charge BW297930 and Priority Agreements BW297925, BW297927, BW297929 and BW297931.

The Developer granted the Options to Purchase to the City for \$1.00 each for the purpose of road widening over those portions of the Lands as shown in the Proposed Strata Plan. The Covenants provide that the Lands will not be occupied until the Options to Purchase have been exercised by the City. The Statutory Rights of Way permit the City to enter the areas identified in the Options to Purchase to remove any works erected thereon by the Developer and the Equitable Charges secure the City's costs in the event that the City removes such works and pursuant to the indemnity provisions in this agreement. This encumbrance, with the exception of the Equitable Charges, will be discharged from title to the Lands when the City exercises the Options to Purchase.

- (iii) Covenant BW384958, as modified by BW522241, and Priority Agreements BW384959 and BW522242A.

Pursuant to this encumbrance, the Developer must install public art in the Development as approved by the City. The Covenant will be discharged prior to the issuance of an occupancy permit for the Development.

- (iv) Covenant BW418947, Statutory Right of Way BW418949, Equitable Charge BW418951 and Priority Agreements BW418948, BW418950 and BW418952 (collectively, the "Soils Remediation Agreement").

Pursuant to the Covenant, the Developer must remediate any contaminants found in the Lands during construction of the Development to acceptable levels. The Covenant will be discharged from title to the Lands prior to the issuance of an occupancy permit for the Development. The Statutory Right of Way permits the City to enter the Lands to monitor or decommission any remediation works. The Equitable Charge secures payment of all sums payable by the Developer to the City under the agreement, including the indemnity provisions therein. The Statutory Right of Way and Equitable Charge will remain on title to the Strata Lots prior to or following the completion of the sale thereof to purchasers.

- (v) Covenant BW522237, Statutory Right of Way BW522238 and Priority Agreements BW522239 and BW522240.

Pursuant to the Covenant, the Developer must construct paved open areas and walkways and install landscaping, lighting and other amenities (collectively, the "Public Open Space Works") as required by the City. The Covenant prescribes certain ongoing maintenance, repair and replacement obligations with respect to the Public Open Space Works. Accordingly, the Covenant will remain registered against title to the Strata Lots and the Common

Property following the completion of the sale thereof to purchasers. Pursuant to the Statutory Right of Way, the City and members of the public are granted rights of access to and the use of the right of way area which will be shown on a statutory right of way plan to be prepared upon completion of the Public Open Space Works. Once the statutory right of way plan has been completed, the Statutory Right of Way will be discharged from title to the Strata Lots, but will remain registered against title to the Common Property.

- (vi) Mortgage BX422648 and Assignment of Rents BX422649 in favour of the Bank of Montreal and Laurentian Bank of Canada (together, the "Construction Lender").

These encumbrances relate to security granted by the Developer in connection with the construction financing, as more particularly described in section 6.2 below. This security will be discharged from title to each Strata Lot within a reasonable period of time after the completion of the sale thereof to each individual purchaser.

4.4 Proposed Encumbrances

In addition to the encumbrances listed in section 4.3 above, the Developer may register against the title to the Strata Lots and/or the Common Property:

- (a) any and all such rights-of-way, easements, restrictive covenants, dedications and other rights or restrictions required by the City, British Columbia Hydro and Power Authority, Telus Communications (B.C.) Ltd., cablevision, satellite service providers and telecommunication suppliers or any other applicable government authority or public or private utility as deemed necessary or advisable by the Developer in connection with the Development;
- (b) the Parking Facility and Storage Locker Lease;
- (c) one or more mortgages of the Guest Suite (as defined and described in subsection 7.4(c) below), which will be sold to the Strata Corporation by the Developer; and
- (d) a statutory right of way (as described in subsection 7.4(d) below) in favour of the Utility Service Provider.

4.5 Outstanding or Contingent Litigation or Liabilities

There are no outstanding or contingent liabilities in respect of the Development or against the Developer which may affect the Strata Lots.

4.6 Environmental Matters

(a) *Flooding*

The Developer is not aware of any dangers connected with the Development in respect of flooding or drainage hazards.

(b) *Condition of Soil and Subsoil*

The Developer is not aware of any dangers or any requirements imposed by the City or other governmental authority connected with the Development in respect of the condition of the soil or subsoil other than as set out in the Soils Remediation Agreement (as described in paragraph 4.3(b)(iv) above).

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The construction of the Development has already commenced. The estimated date for substantial completion of the Development is March 30, 2007. These estimated commencement and completion dates are estimates only and are not to be relied upon by purchasers of the Strata Lots for determining the completion date of their purchases. The completion dates for the sale and purchase of the Strata Lots will be determined in accordance with the Agreement of Purchase and Sale.

5.2 Warranties

Construction Warranties

The Development is subject to the *Homeowner Protection Act* (British Columbia) and will be covered under a third party warranty program pursuant to the standard approval terms of insurers. The Developer intends to use St. Paul Guarantee Insurance Company (the "Warranty Provider") as the warranty provider for the Development to make available a two-year warranty for labour and materials, a five-year warranty in respect of the building envelope for the buildings constructed on the Lands and a ten-year warranty in respect of structural defects. The particulars of this warranty will be as set out in the actual warranty certificate issued by the Warranty Provider.

Any and all manufacturers' warranties on any appliances or equipment included with a Strata Lot will be assigned to the purchaser of that Strata Lot if the terms of such warranty permit such assignment.

5.3 Previously Occupied Building

Not applicable for this Development.

6. APPROVALS AND FINANCES

6.1 Development Approval

The construction of the Strata Lots has been approved by the City as follows:

- (a) the Lands are zoned CD-1 which authorizes high-rise residential buildings containing full underground parking;
- (b) the City issued Development Permit No. DE408522 on March 9, 2005 for the Development.
- (c) the City issued Development and Building Permit No DB420092 dated March 2, 2005 for the construction of the Development and the Developer has commenced construction of the Development pursuant thereto.

6.2 Construction Financing

The Developer has arranged financing for the construction of the Development through the Construction Lender. The construction financing provided by the Construction Lender will be sufficient financing to complete construction of the Development. In connection with such financing, a mortgage and assignment of rents in favour of the Construction Lender have been registered on the title to the Lands (as described in paragraph 4.3(b)(vi) above). The Construction Lender will provide a partial discharge of its security, insofar as it pertains to any particular Strata Lot, within a reasonable time after the completion of the sale of the Strata Lot, upon receipt by the Construction Lender of the net sale proceeds for the Strata Lot. In accordance with the Agreement of Purchase and Sale for the Strata Lots, it will be the Developer's obligation to discharge any security in favour of the Construction Lender from the title to the Strata Lots.

7. MISCELLANEOUS

7.1 Deposits

Except as otherwise provided in this section 7.1, where required under the Real Estate Development Marketing Act (British Columbia), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, McCarthy Tétrault LLP, in trust in the manner required by the Real Estate Development Marketing Act (British Columbia) until such time as:

- (a) the Strata Plan is deposited in the Land Title Office;
- (b) the Strata Lot is capable of being occupied; and
- (c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

The interest, if any, accrued on the deposit will be for the account of and payable to the purchaser unless the purchaser defaults in his or her obligations under the Contract of Purchase and Sale entered into between such purchaser and the Developer, in which case such interest will be for the account of and paid to the Developer.

Notwithstanding the foregoing, the Developer may, in its discretion, enter into a deposit protection contract as contemplated by the *Real Estate Development Marketing Act* (British Columbia) and, if the Developer does so, the deposit may be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof, and the deposit protection contract will remain in effect until sections 7.1(a), (b) and (c) have been satisfied.

7.2 Purchase Agreement

The Developer intends to use its usual form of Agreement of Purchase and Sale (which is available from the Developer's sales office).

7.3 Developer's Commitments

There are no commitments made by the Developer to be met after completion of the sale of the Strata Lots.

7.4 Other Material Facts

(a) Other Contracts Affecting the Development

The Developer also presently intends to enter into the following agreements with respect to the Development:

- (i) elevator servicing agreement;
- (ii) lease and associated agreements related to enterphone equipment and security equipment for all or part of the Development which may include security cameras;
- (iii) other maintenance and/or rental agreements with respect to the Common Property or any of the equipment located thereon as the Developer deems necessary or appropriate;
- (iv) a public art work agreement with a local artist (as contemplated in the Covenant described in paragraph 4.3(b)(iii) above); and
- (v) a statutory right of way (as provided in subsection 7.4(d) below) in favour of the Utility Service Provider.

The above agreements will either be entered into by the Developer on behalf of the Strata Corporation or entered into in the name of the

Developer and assumed by the Strata Corporation upon the deposit of the Strata Plan. Estimated amounts payable by the Strata Corporation under these agreements during the first 12-month period commencing on the date of the first conveyance of the Strata Lot to a purchaser are included in the interim budget attached as Exhibit "F".

(b) *Continuing Sales and Marketing Program*

The Developer intends on retaining up to six of the Strata Lots in the Development as display suites and a sales office, together with the right to maintain associated signage on the Common Property of the Strata Corporation for the marketing of the Development. The Developer intends to cause the Strata Corporation to enter into a marketing and access agreement so it and prospective purchasers will be entitled to have access to the Common Property and Common Facilities for the purposes of carrying on such marketing activities, including, without limitation, the right to use certain Parking Stalls.

(c) *Guest Suite*

The Developer will convey Strata Lot 30 (the "Guest Suite") to the Strata Corporation for a guest suite after completion of construction of the Development and before that date which is 60 days after the first annual general meeting of the Strata Corporation, in consideration of the Strata Corporation paying the purchase price equal to the lesser of \$129,900 and fair market value for the Guest Suite. The fair market value for the Guest Suite will be determined as of the date which is not more than 60 days from the date the Guest Suite is conveyed.

The aggregate transaction costs for the Guest Suite including the purchase price, property transfer tax, goods and service tax, legal and registration costs (collectively, the "Closing Costs") will be financed by a first mortgage registered against title to the Guest Suite in favour of a chartered bank, trust company, credit union or life insurance company to a maximum amount available for a term of three years or more. The Strata Corporation will grant a separate second mortgage in favour of the Developer which will be registered against the Guest Suite for the balance of the Closing Costs on the same interest rate, amortization and term as the first mortgage with the intention that the aggregate amount of the principals of the first and second mortgages for the Guest Suite would be equal to the Closing Costs for the Guest Suite. The Developer may, at its option, finance the Closing Costs for the Guest Suite upon the same terms. The Closing Costs for the Guest Suite will be paid by the Strata Corporation by assuming all obligations for payment of the mortgage financing. The Strata Corporation will be responsible for property taxes, maintenance and upkeep of the Guest Suite.

(d) *Geothermal Source Heating, Cooling and Domestic Hot Water*

The Developer has entered into an agreement with Terasen Utility Services Inc., a wholly-owned subsidiary of Terasen Inc. (formerly BC Gas Inc.) to form a utility service provider (the "Utility Service Provider") to install, own and operate the underground portion of a ground source heat pump ("GSHP") to supply the building with some of its energy needs for space heating and cooling and for domestic hot water. The GSHP will consist of approximately 56 wells drilled to a depth of approximately 350 feet below the Parking Facility, together with ancillary piping, valves, pumps, heat exchangers and other mechanical and electrical equipment to allow the building to draw energy for space heating and cooling and the heating of domestic hot water from the renewable source of grounds beneath and around the Development. It is anticipated that the GSHP will significantly reduce the consumption of fossil fuels as well as the emission of carbon dioxide gas into the atmosphere when compared with similar developments not employing a GSHP. The GSHP will reduce the consumption of natural gas for domestic hot water and electricity for space heating and cooling, even though the consumption of electricity for the GSHP pumps will be increased.

The Developer will enter into an agreement on behalf of the Strata Corporation with the Utility Service Provider that will undertake the capital costs of construction and operation of the GSHP. The agreement will contain the following essential terms:

- (i) the Utility Service Provider will have the right to access to the Lands by means of a statutory right of way for purposes of maintaining, monitoring, repairing and servicing the GSHP from time to time;
- (ii) the Utility Service Provider will receive a monthly fee from the Strata Corporation to reimburse the Utility Service Provider for the amortized capital costs and for the costs of servicing and maintaining the GSHP. The estimated annual amount of those costs is shown in the budget attached hereto as Exhibit "F";
- (iii) the fee payable to the Utility Service Provider (as described in paragraph 7.4(d)(ii) above) will be subject to periodic increases of not more than 1.5% per year. The Utility Service Provider will not be responsible for service interruptions or equipment breakdowns unless caused by wilful act of the Utility Service Provider;
- (iv) any future credits or benefits that may be derived from federal, provincial or international organizations as a result of a reduction of emissions of carbon dioxide into the atmosphere will accrue to the Utility Service Provider; and

- (v) the term of the agreement with the Utility Service Provider will be 25 years and, before the 24th year of the term, the Strata Corporation may decide to either renew the term for a subsequent period, or purchase the GSHP for the sum of \$50,000.

The GSHP will be designed in such a manner as to provide the majority of the space heating, cooling and domestic hot water requirements of the Development but will also be supplemented by a conventional gas boiler and other conventional equipment needed to provide sufficient capacity during peak heating and cooling load.

The Developer and its directors have an option to purchase up to a 30% ownership interest in the Utility Service Provider during the first two years of the ownership of the GSHP by the Utility Service Provider.

(e) *Concierge/Security*

Upon completion of construction of the Development, the Developer will – in consultation with the Property Manager - arrange for 24-hour security and concierge service to the Development. Under this arrangement, the security/concierge staff will provide concierge services to the Development and its residents, as well as performing regular security patrols of the Parking Facility, grounds, gardens and other common areas of the Development. The estimated annual costs of the concierge/security service is shown in the budget attached as Exhibit "F".

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* (British Columbia) provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the *Real Estate Development Marketing Act* (British Columbia).

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of May 12, 2005.

DEVELOPER

QUALEX-LANDMARK PROJECTS INC. by its
authorized signatories:

Per:


REZA NAVABI

Per:


MOHAMMED ESFAHANI

DIRECTOR OF THE DEVELOPER


REZA NAVABI


MOHAMMED ESFAHANI


HOSSEIN MALEK

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the Real Estate)
Development Marketing Act (British)
Columbia) and the Amended and)
Reformatted Disclosure Statement for)
property concurrently legally described as:)

Parcel Identifier: 025-977-440)

Lot E)

Block 121)

District Lot 541)

New Westminster District)

Plan BCP11964)

I, Neil R. Davie, Solicitor, a member of the Law Society of British Columbia,
HEREBY CERTIFY that I have read over the above-described Amended and
Reformatted Disclosure Statement dated May 12, 2005 and have reviewed same with
the Developer therein named, and that the facts contained in sections 4.1, 4.2 and 4.3
are correct.

DATED at Vancouver, British Columbia, this 12th day of May, 2005.



NEIL R. DAVIE

NEIL DAVIE
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
DIRECT 604-643-5892

Joyce Hodge

From: Nicole Trigg [nicole@englandgroup.com]
Sent: Tuesday, May 24, 2005 4:07 PM
To: joyce@bondrepro.com
Subject: Request

Hi Joyce:

That's great that you can accomodate us. Here are the two jobs:

- (1) The first attachment is a single sheet, one-sided. We need 373.
- (2) The second attachment is double-sided and stapled. We need 240.

Thanks! As soon as you can have them back at our office. Please call if you run into any difficulties.

Best,

Nicole Trigg
The England Group

690 - 1040 West Georgia Street
Vancouver, BC V6E 4H1
(t) 604-685-9500
(f) 604-685-3324
(w) www.englandgroup.com
(e) nicole@englandgroup.com

5/24/2005

EXHIBITS TO THIS AMENDED AND REFORMATTED DISCLOSURE STATEMENT

- A Proposed Strata Plan
- B Form V – Proposed Schedule of Estimated Unit Entitlement
- C Form Y –Notice of Different Bylaws
- D Form of Parking Facility and Storage Locker Lease
- E Form of Parking Facility and Storage Locker Assignment
- F Interim Budget of Estimated Operating Expenses and Estimated Monthly Assessments
- G Form J – Rental Disclosure Statement

EXHIBIT "A"
PROPOSED STRATA PLAN

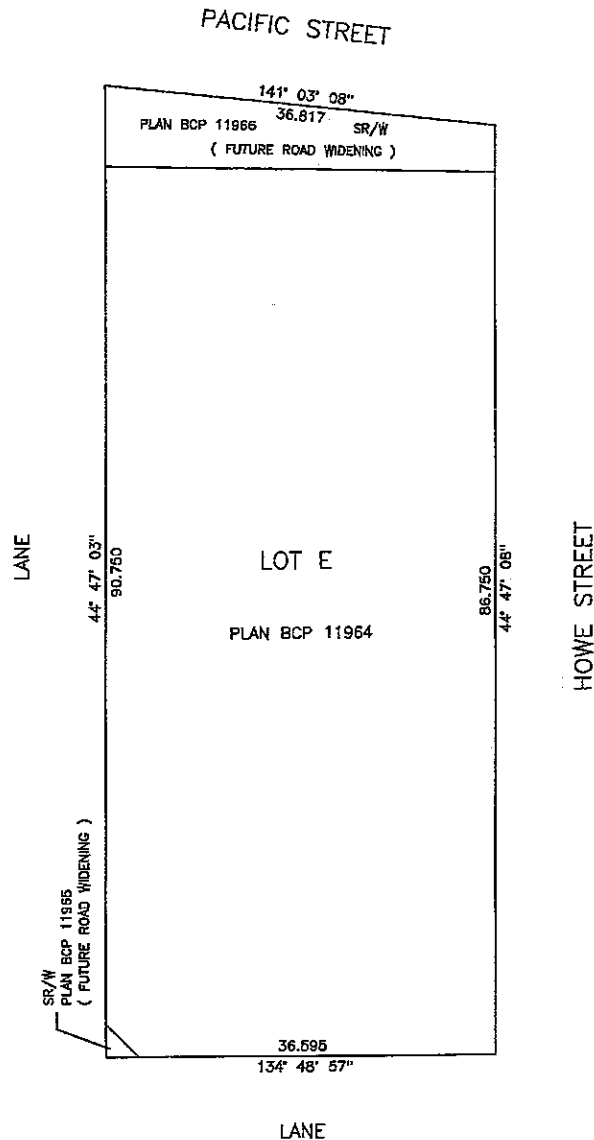
PRELIMINARY STRATA PLAN OF LOT E,
BLOCK 121, DISTRICT LOT 541,
NEW WESTMINSTER DISTRICT, PLAN BCP 11964

SHEET 1 OF 36 SHEETS.

B.C.G.S. 92G.025

SCALE : 1 : 400

ALL DISTANCES SHOWN ARE IN METRES



LEGEND

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN BCP 11103.

SL DENOTES STRATA LOT
C DENOTES COMMON PROPERTY
A DENOTES AREA
LCP DENOTES LIMITED COMMON PROPERTY
PT DENOTES PART
BALC DENOTES BALCONY
m2 DENOTES SQUARE METRES
OPEN DENOTES OPEN TO BELOW
O DENOTES IRON PIN FOUND
□ DENOTES LEAD PLUG FOUND
□ DENOTES LEAD PLUG SET
ELEV DENOTES ELEVATOR
ELEC DENOTES ELECTRICAL ROOM
MECH DENOTES MECHANICAL ROOM
TEL DENOTES TELEPHONE ROOM
O/A DENOTES OVERALL

THIS PLAN LIES WITHIN
THE GREATER VANCOUVER
REGIONAL DISTRICT.

SEPTEMBER 22nd, 2004

V2004/2004-165.S1

S-10366

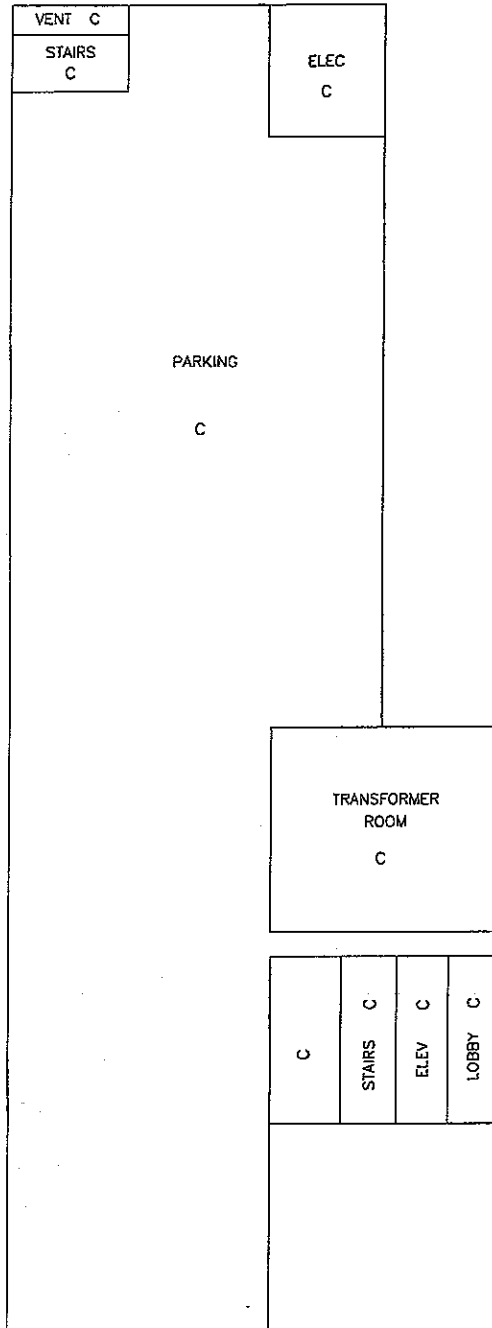
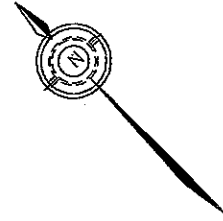
PARKING LEVEL P3

SHEET 2 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

3 2 1 0 5 10 15



SEPTEMBER 22nd, 2004

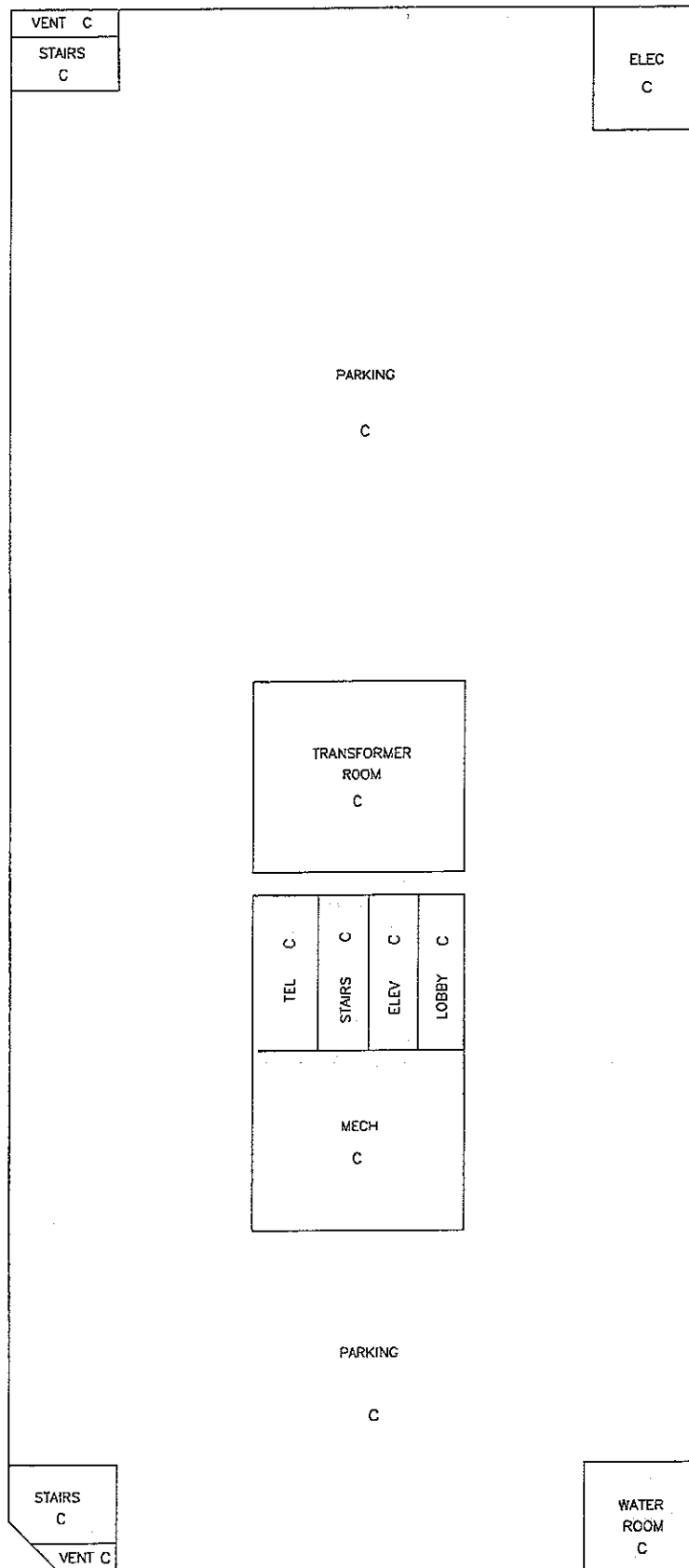
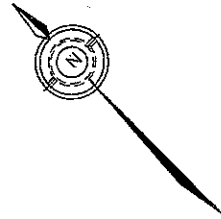
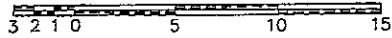
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S-10366

PARKING LEVEL P2

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

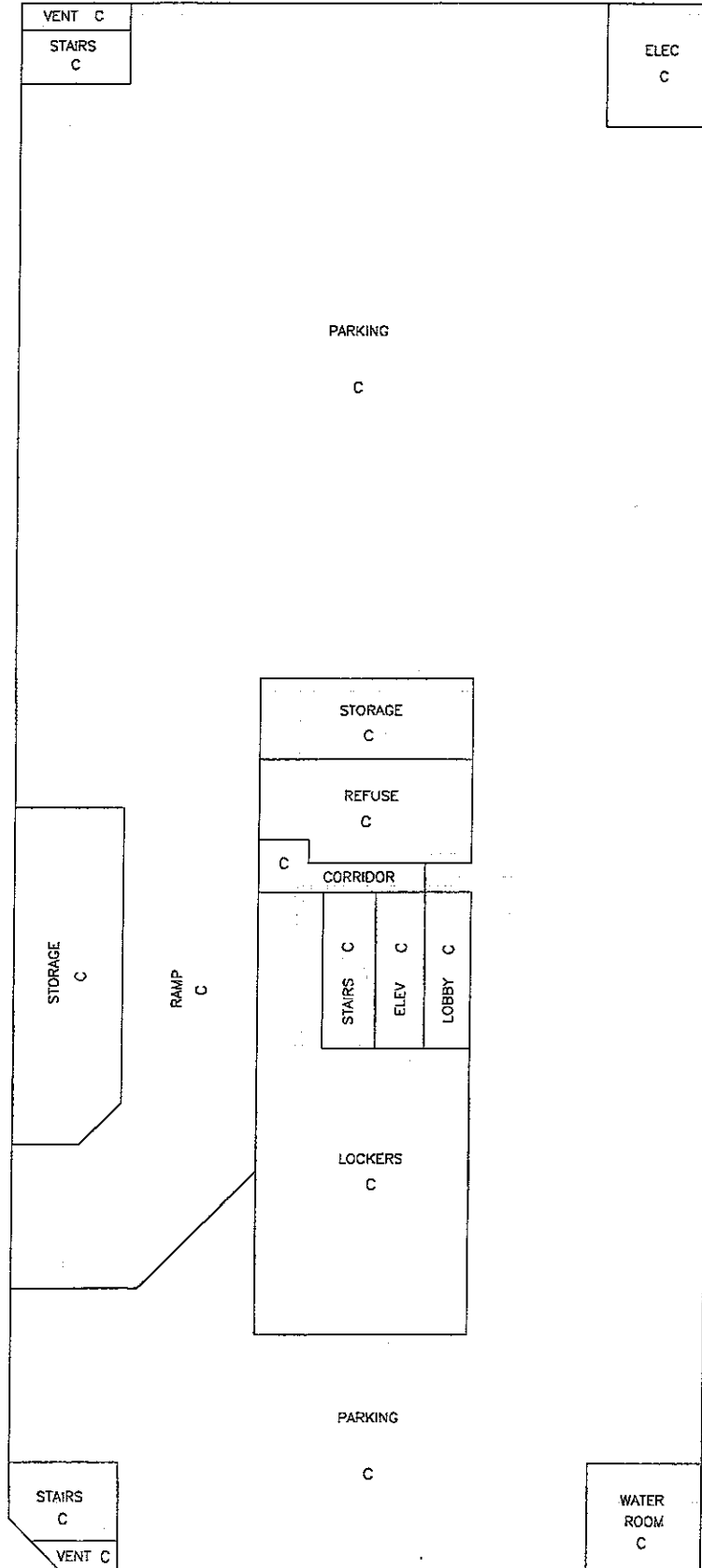
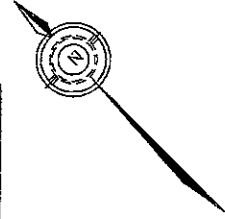
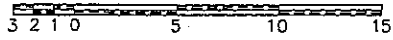


PARKING LEVEL P1

SHEET 4 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

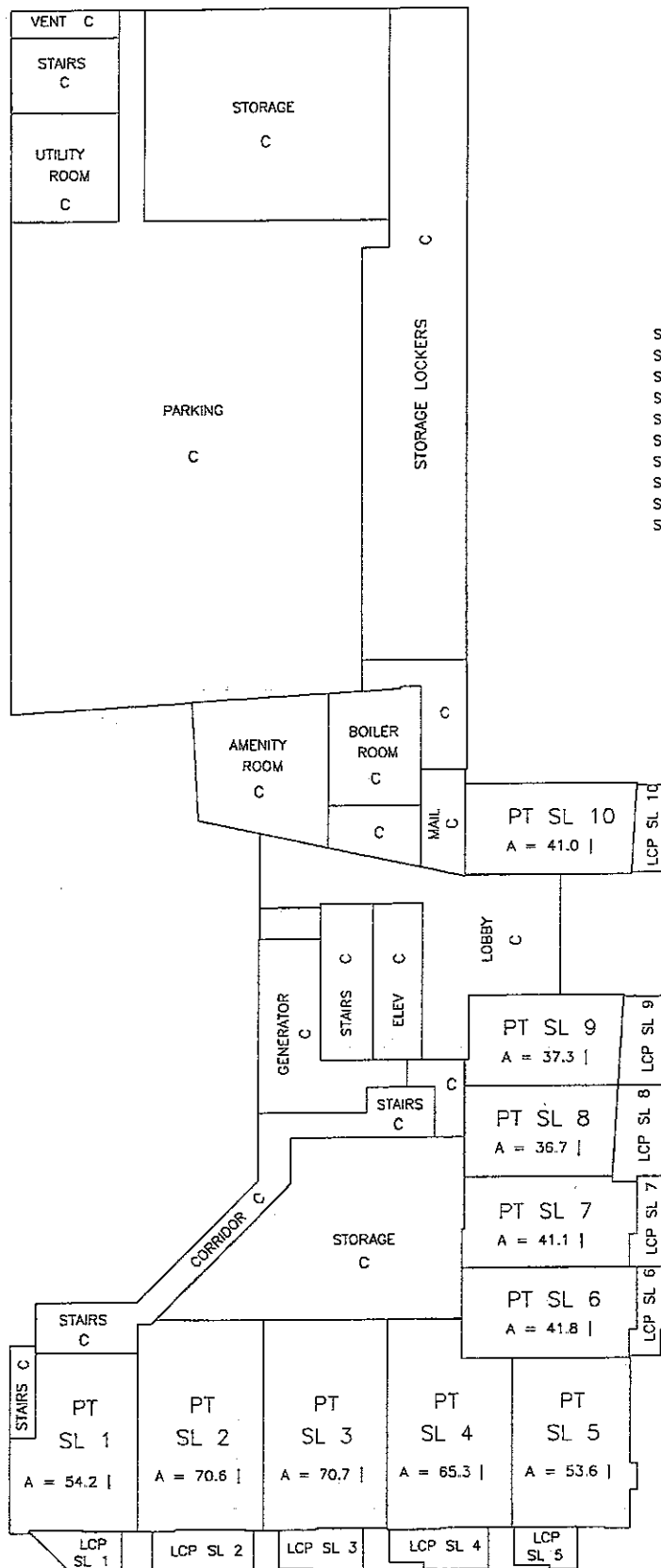
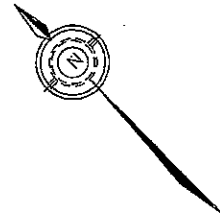
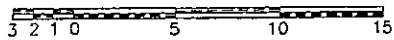


MAIN FLOOR

SHEET 5 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES



TOTAL AREAS

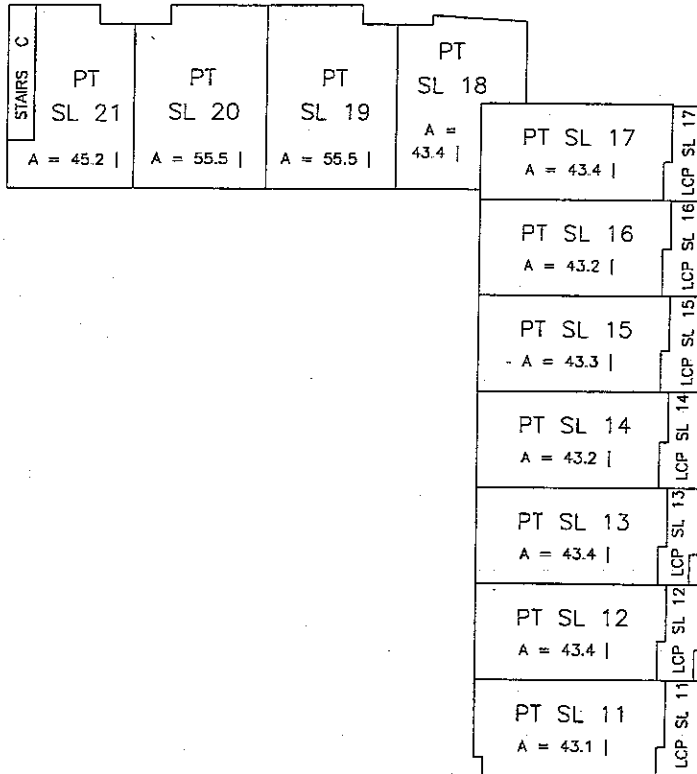
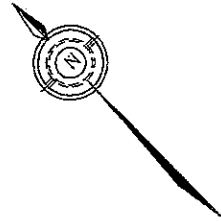
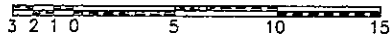
SL 1	112.7
SL 2	135.8
SL 3	137.0
SL 4	125.0
SL 5	103.7
SL 6	108.1
SL 7	107.9
SL 8	102.3
SL 9	102.7
SL 10	106.5

MEZZANINE

SHEET 6 OF 36 SHEETS.

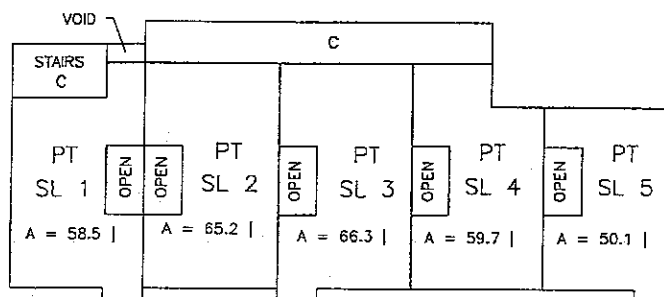
SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES



TOTAL AREAS

SL 11	101.5
SL 12	109.8
SL 13	109.8
SL 14	109.6
SL 15	109.7
SL 16	109.7
SL 17	107.9
SL 18	124.7
SL 19	150.6
SL 20	150.6
SL 21	131.2

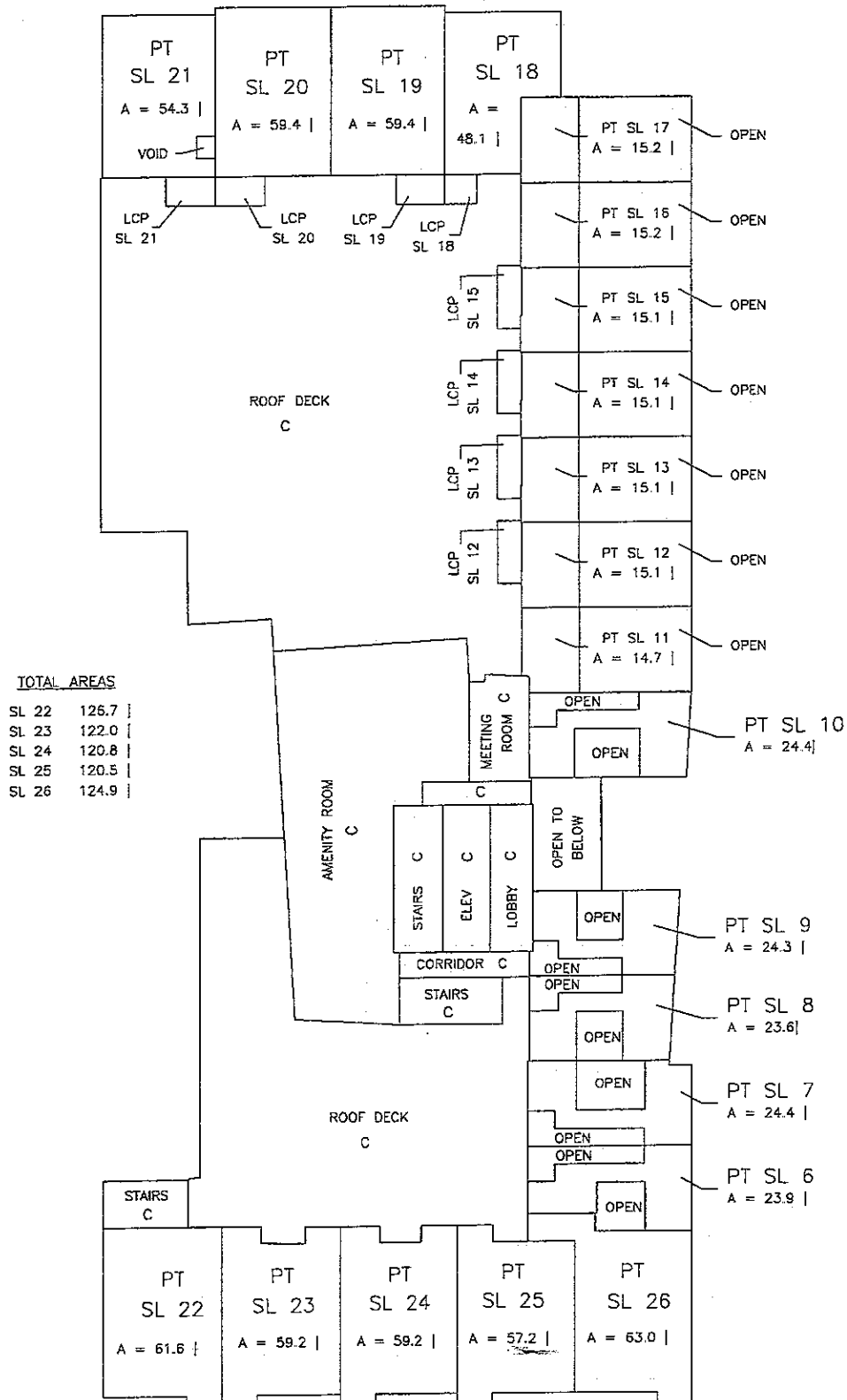
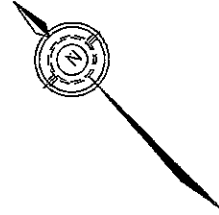
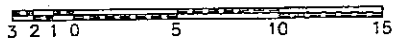


SECOND FLOOR

SHEET 7 OF 36 SHEETS.

SCALE : 1 : 250

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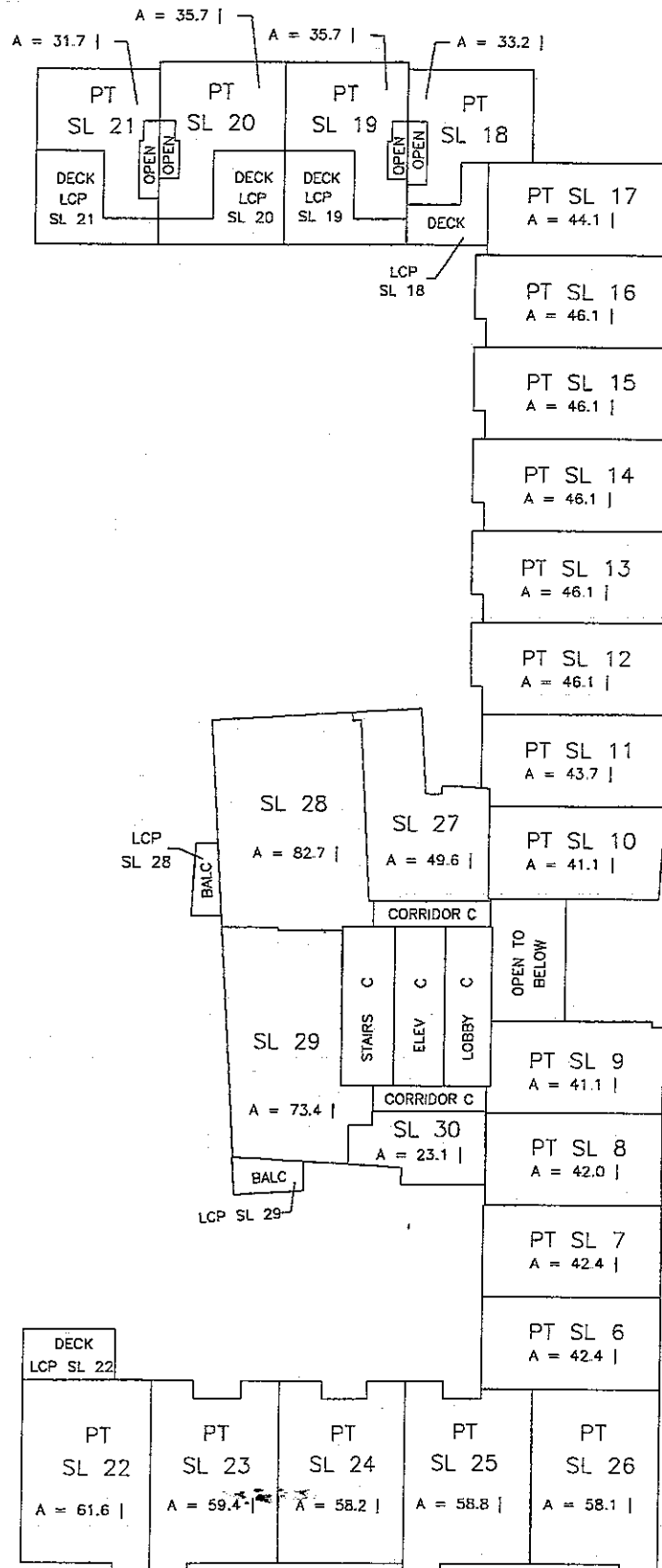
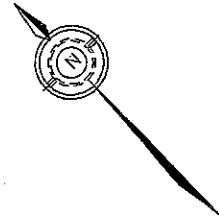
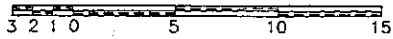


THIRD FLOOR

SHEET B OF 36 SHEETS.

SCALE : 1 : 250

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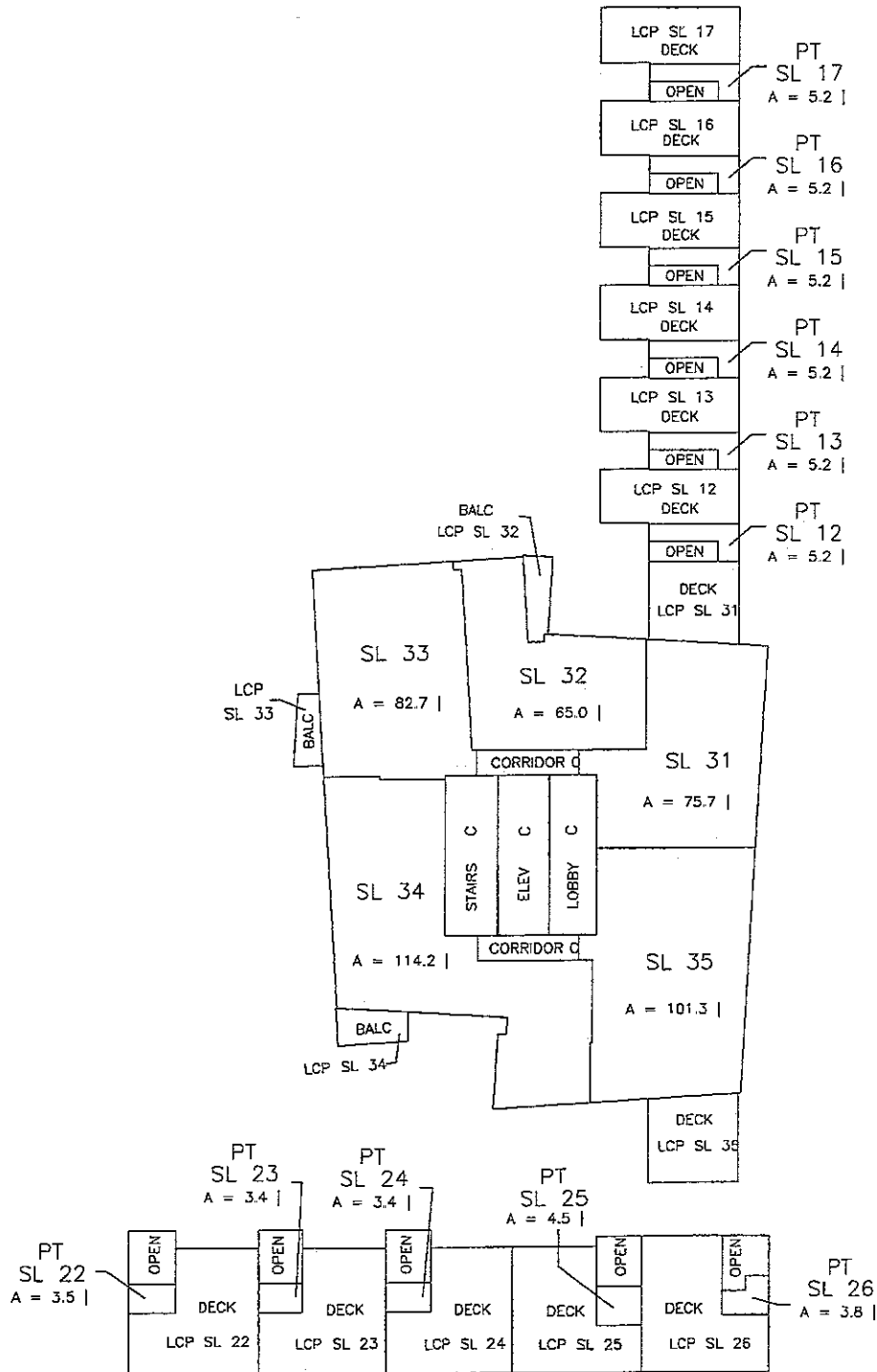
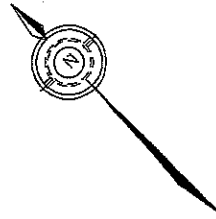
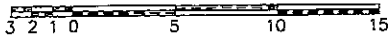


FOURTH FLOOR

SHEET 9 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

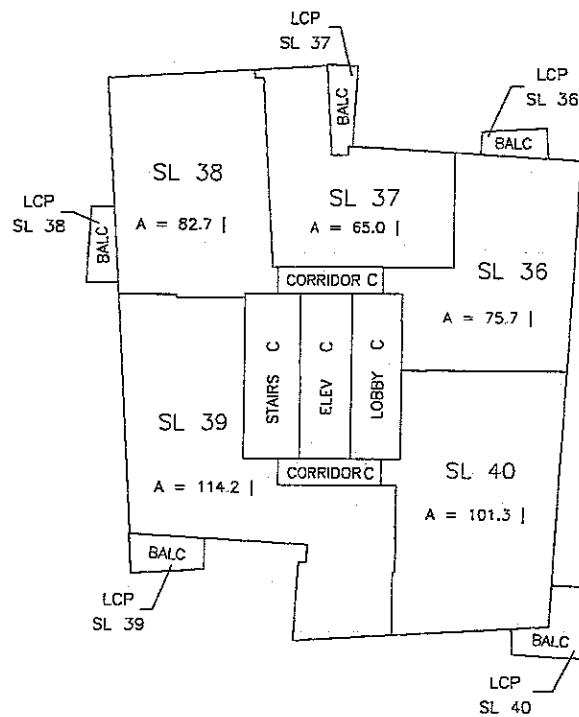
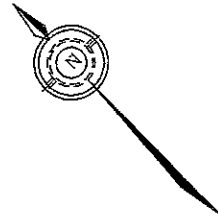


FIFTH FLOOR

SHEET 10 OF 36 SHEETS.

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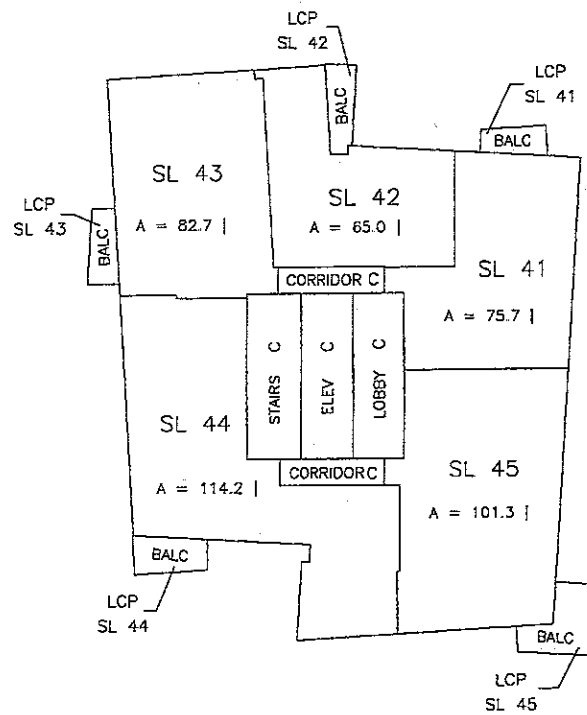
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SIXTH FLOOR

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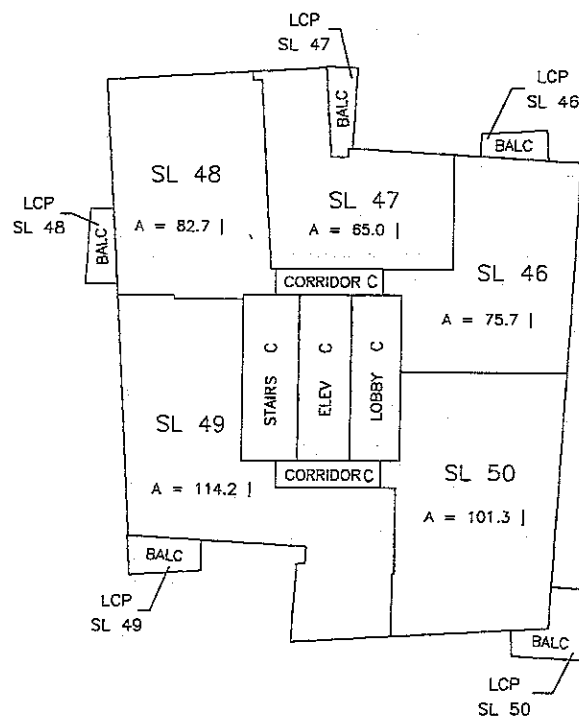
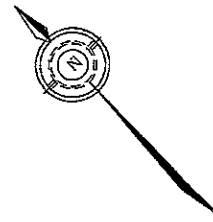
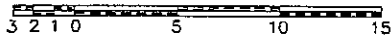


SEVENTH FLOOR

SHEET 12 OF 36 SHEETS.

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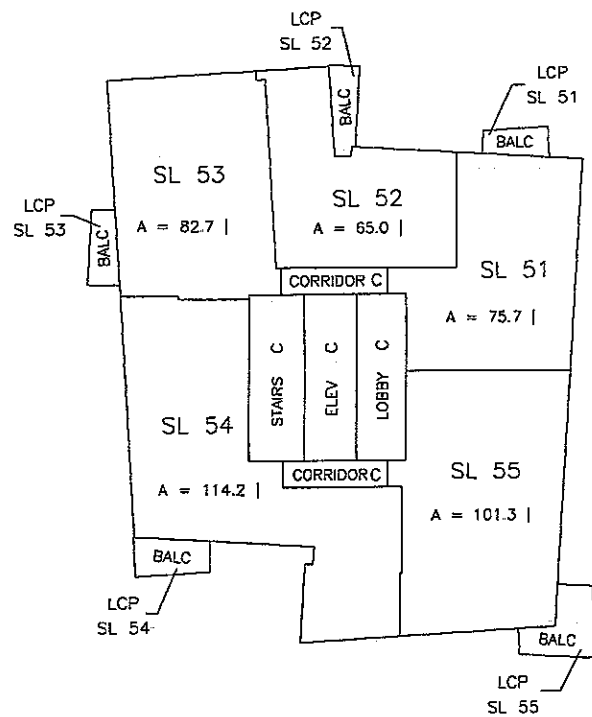
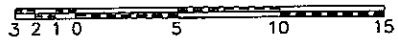
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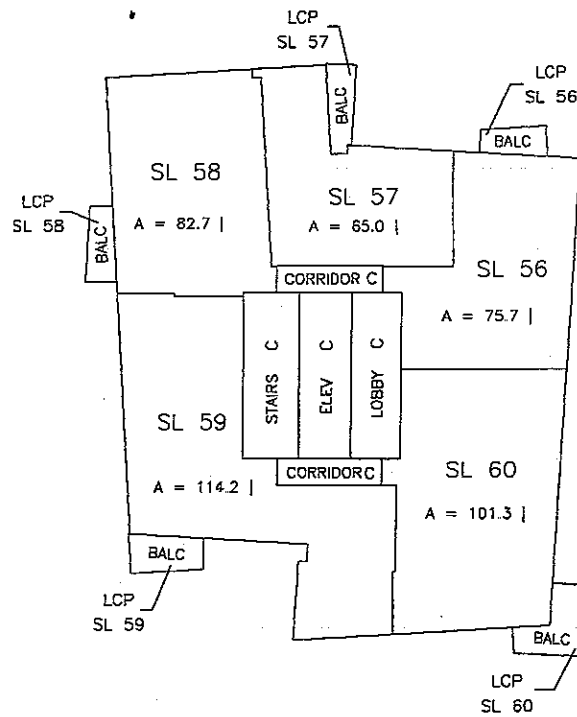
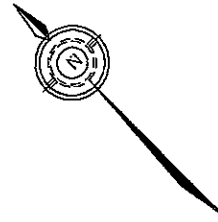
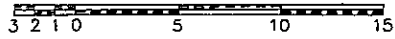


NINTH FLOOR

SHEET 14 OF 36 SHEETS.

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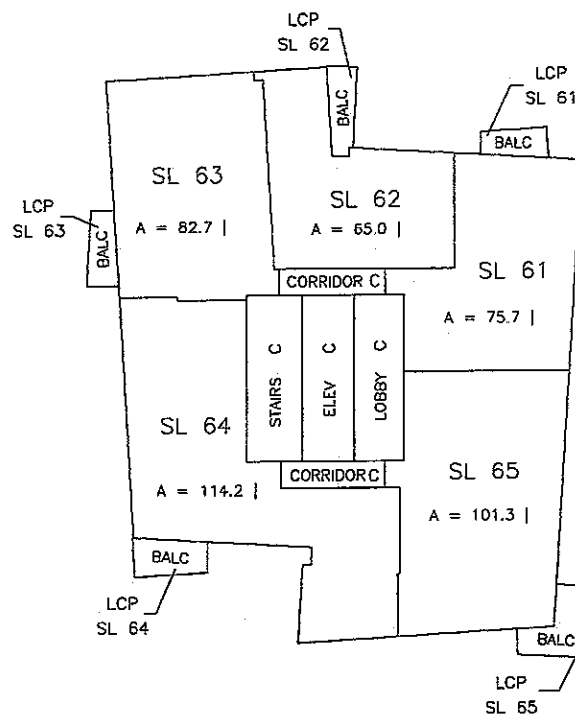
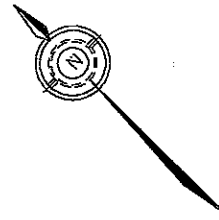
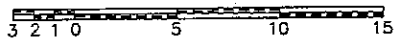
ALL DISTANCES SHOWN ARE IN METRES



TENTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

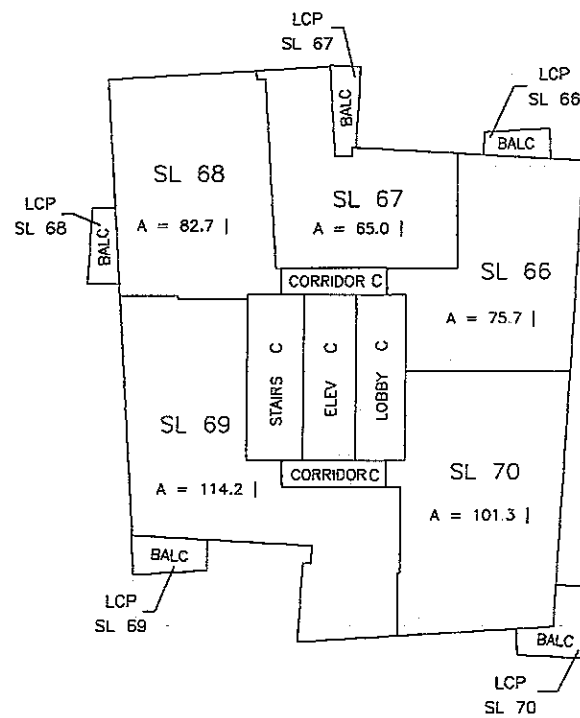
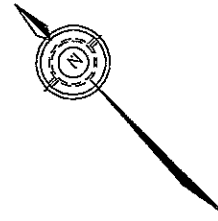
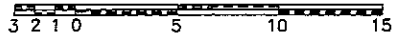


ELEVENTH FLOOR

SHEET 16 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

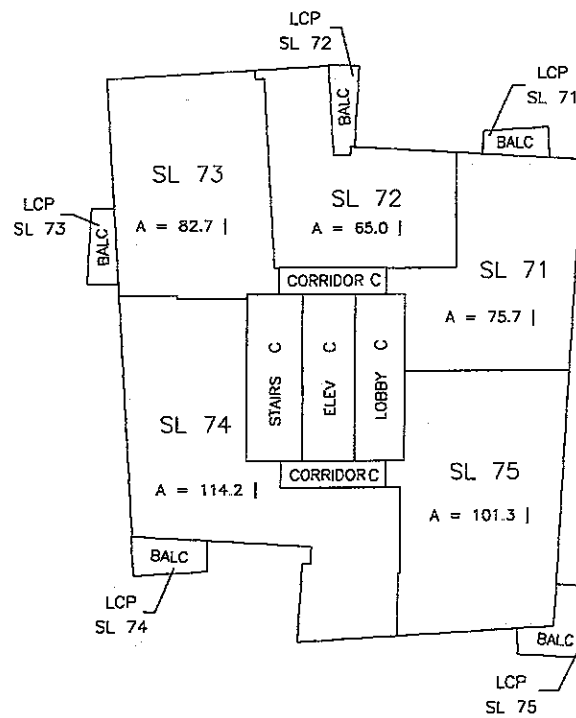
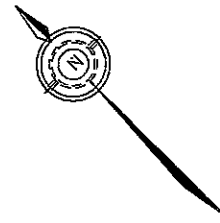
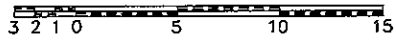


TWELFTH FLOOR

SHEET 17 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

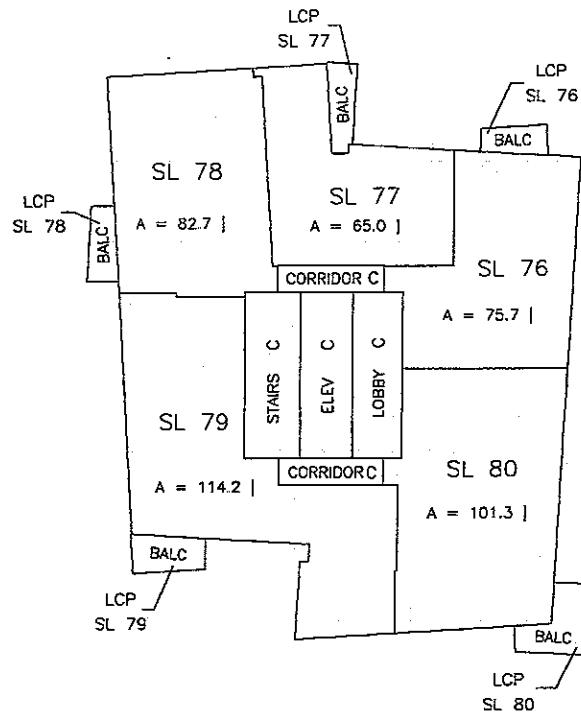
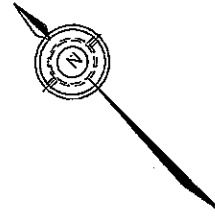
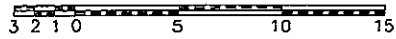


THIRTEENTH FLOOR

SHEET 18 OF 36 SHEETS.

SCALE : 1 : 250

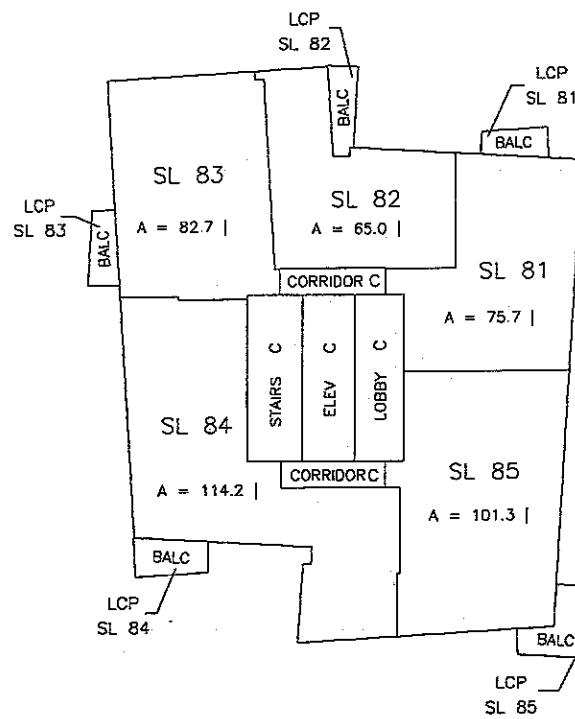
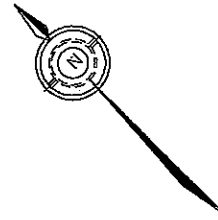
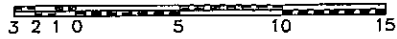
ALL DISTANCES SHOWN ARE IN METRES



FOURTEENTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

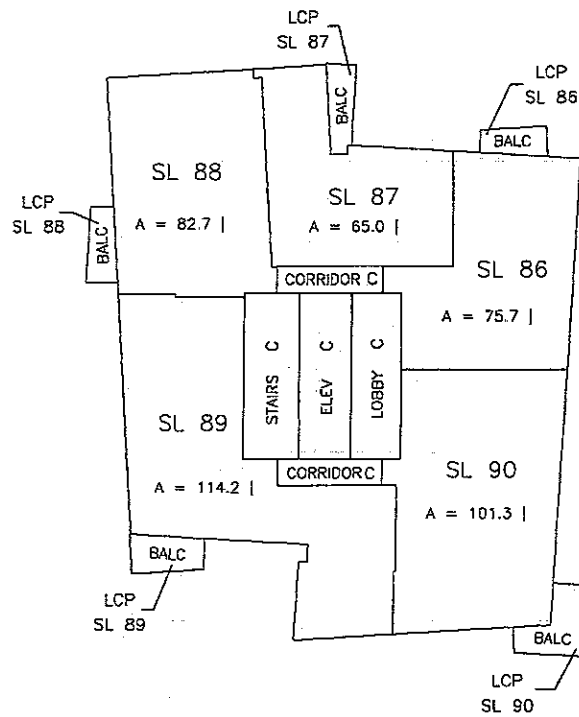
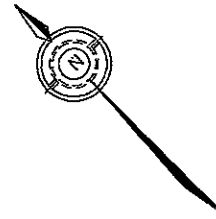
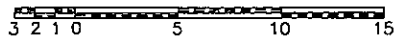


FIFTEENTH FLOOR

SHEET 20 OF 36 SHEETS.

SCALE : 1 : 250

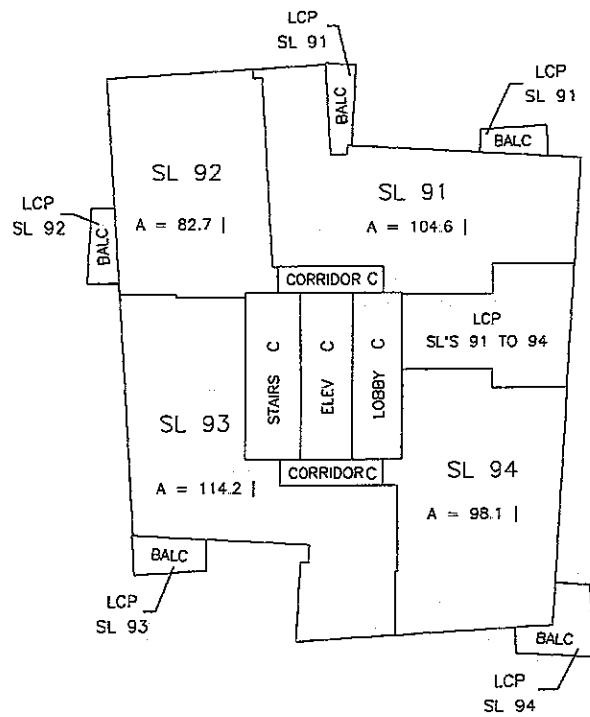
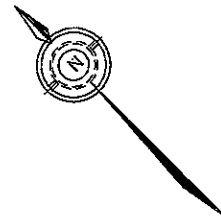
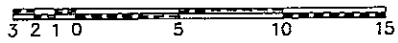
ALL DISTANCES SHOWN ARE IN METRES



SIXTEENTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

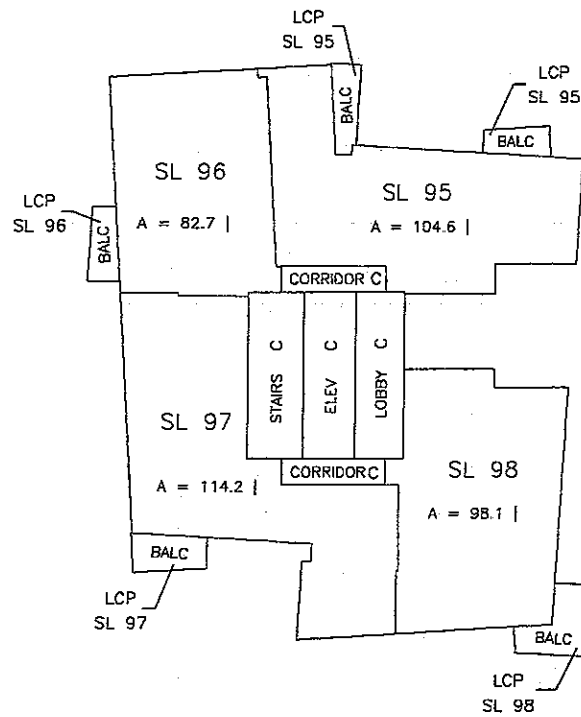
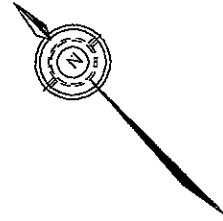
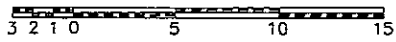


SEVENTEENTH FLOOR

SHEET 22 OF 36 SHEETS.

SCALE : 1 : 250

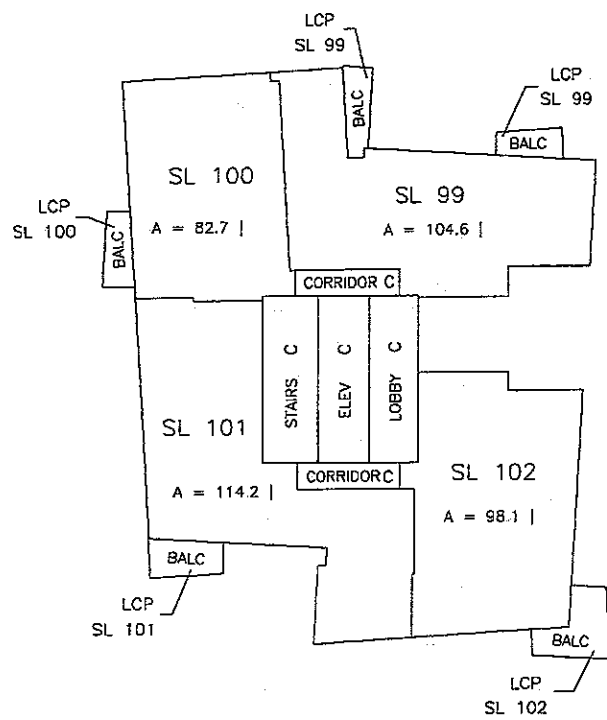
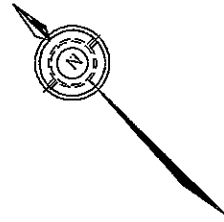
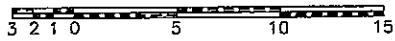
ALL DISTANCES SHOWN ARE IN METRES



EIGHTEENTH FLOOR

SCALE : 1 : 250

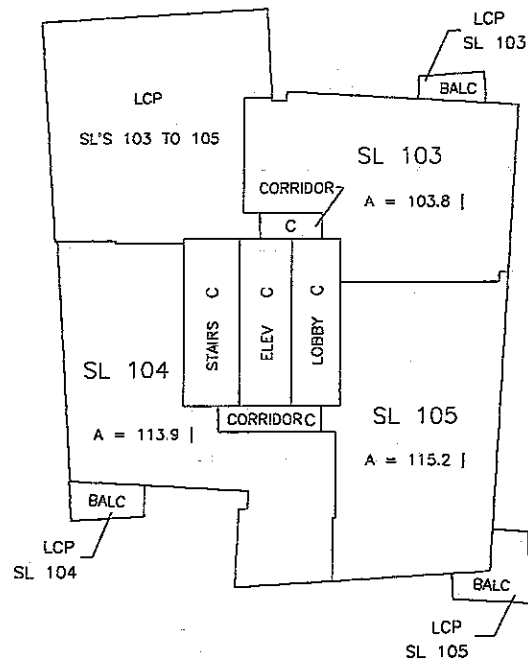
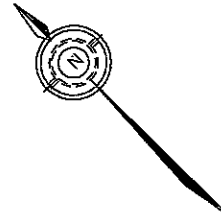
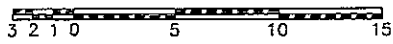
ALL DISTANCES SHOWN ARE IN METRES



NINETEENTH FLOOR

SCALE : 1 : 250

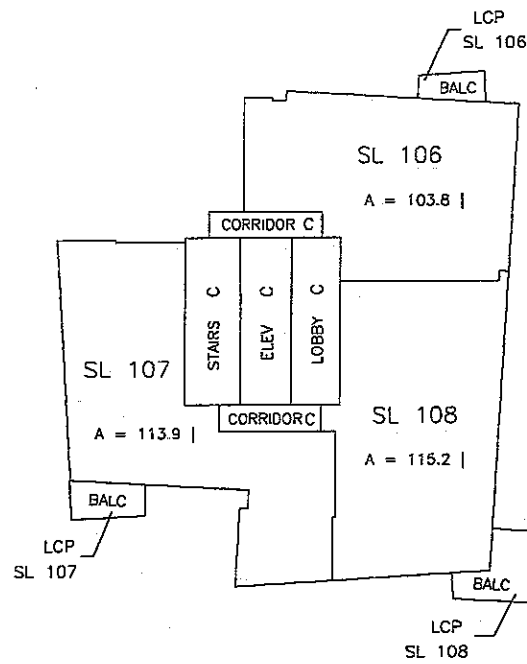
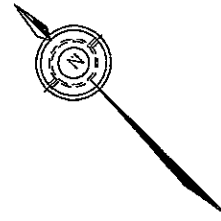
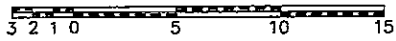
ALL DISTANCES SHOWN ARE IN METRES



TWENTIETH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

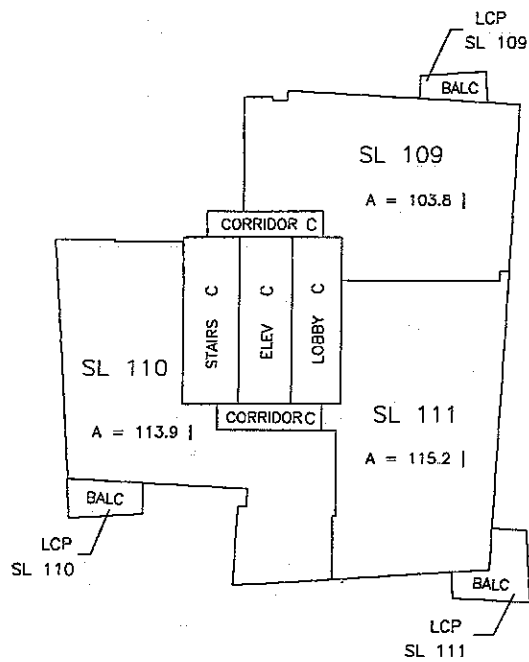
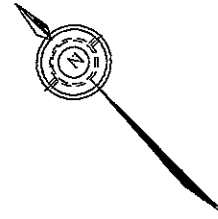
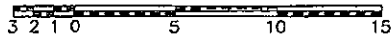


TWENTY-FIRST FLOOR

SHEET 26 OF 36 SHEETS.

SCALE : 1 : 250

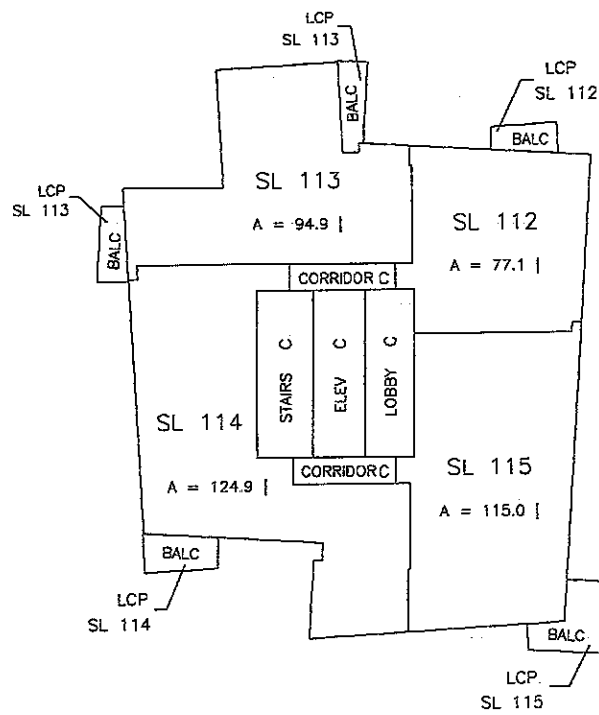
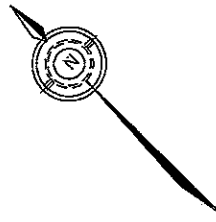
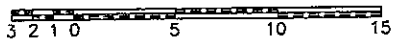
ALL DISTANCES SHOWN ARE IN METRES



TWENTY-SECOND FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

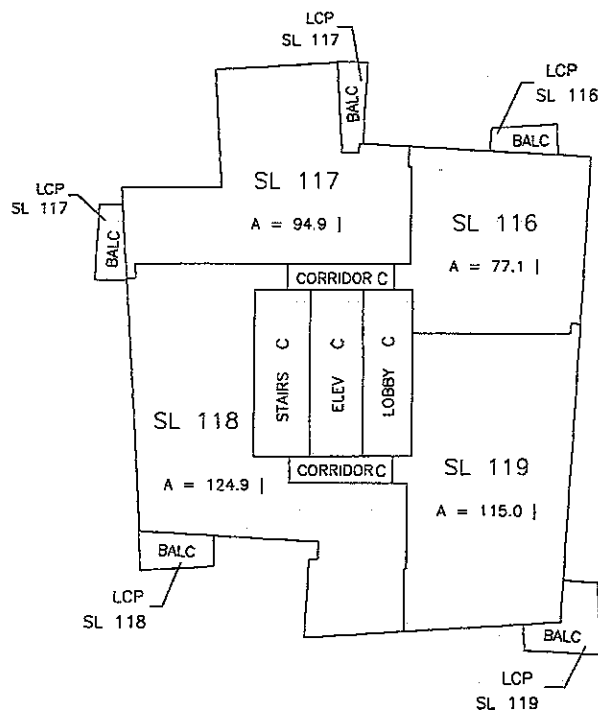
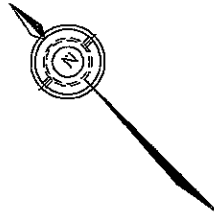
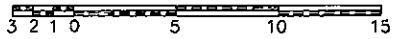


TWENTY-THIRD FLOOR

SHEET 28 OF 36 SHEETS.

SCALE : 1 : 250

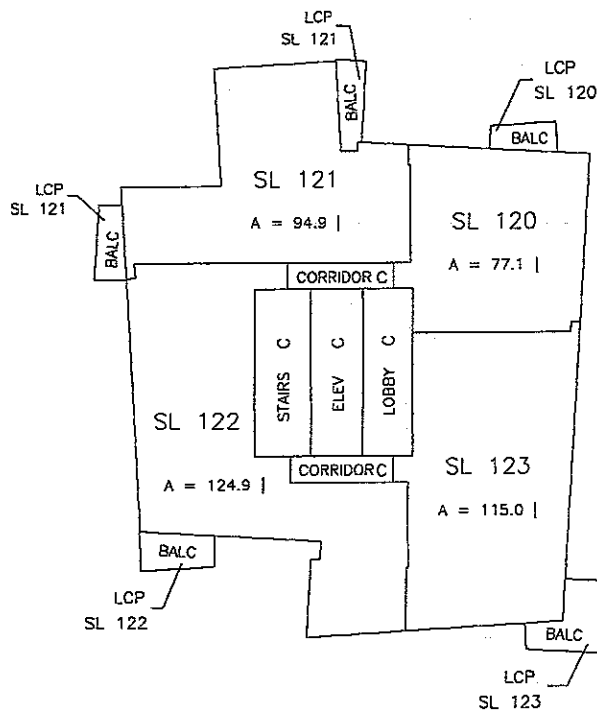
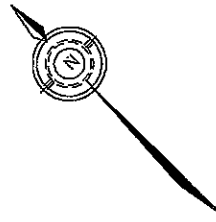
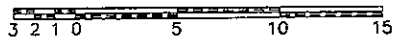
ALL DISTANCES SHOWN ARE IN METRES



TWENTY-FOURTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

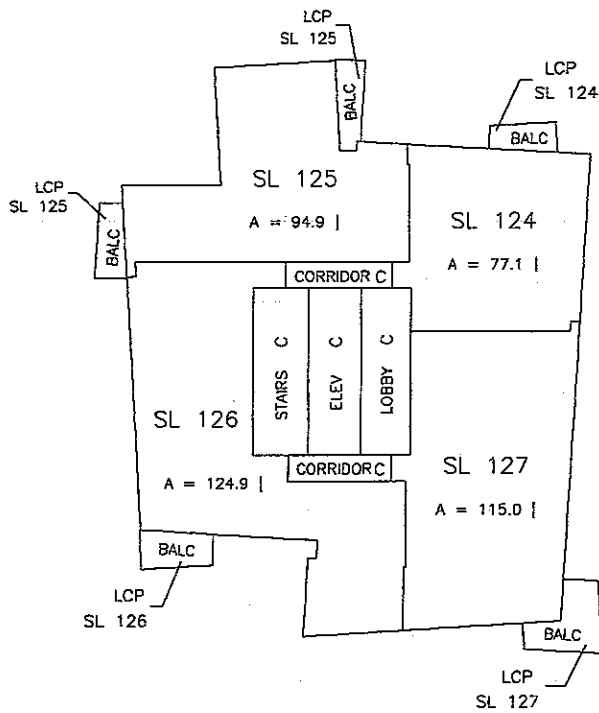
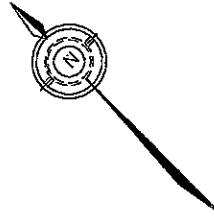
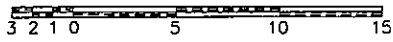


TWENTY-FIFTH FLOOR

SHEET 30 OF 36 SHEETS.

SCALE : 1 : 250

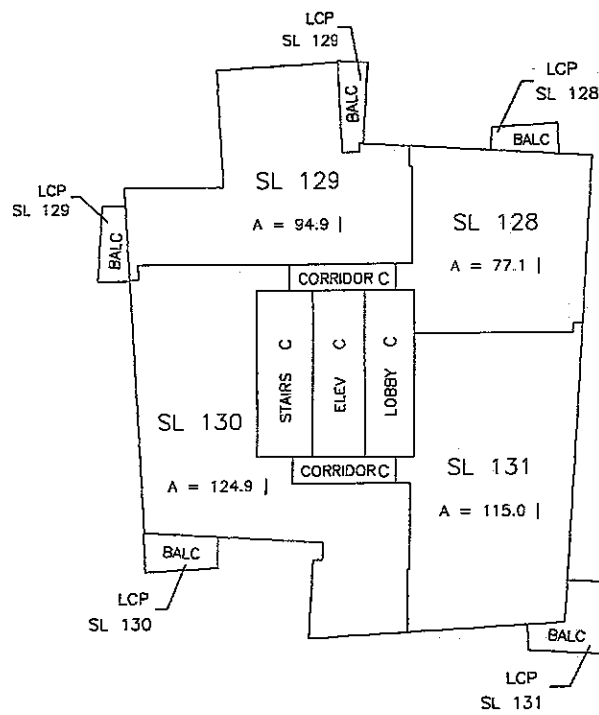
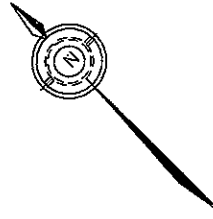
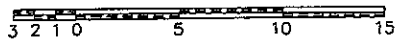
ALL DISTANCES SHOWN ARE IN METRES



TWENTY-SIXTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

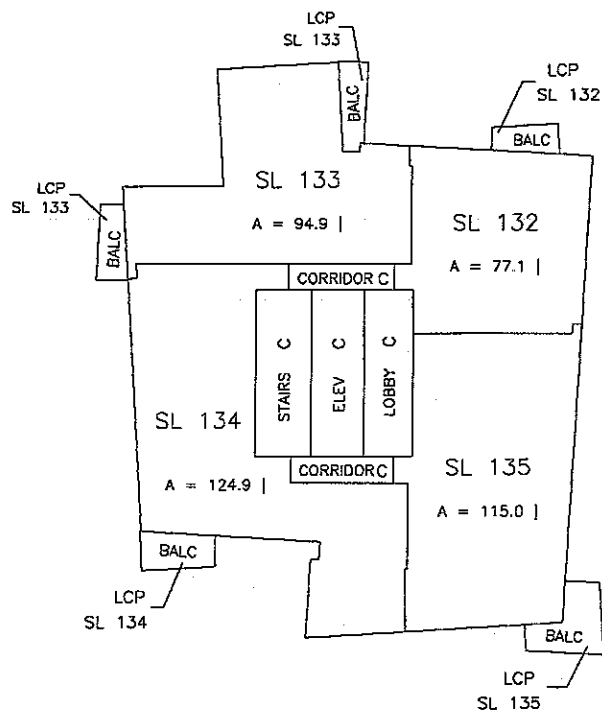
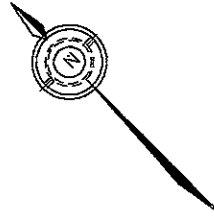
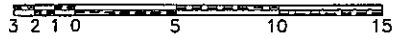


TWENTY-SEVENTH FLOOR

SHEET 32 OF 36 SHEETS.

SCALE : 1 : 250

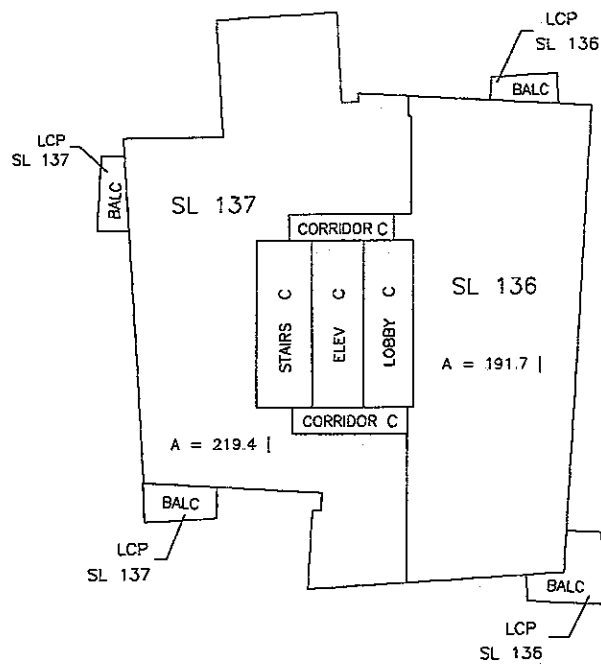
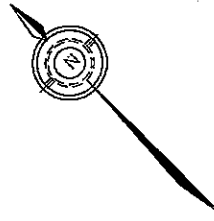
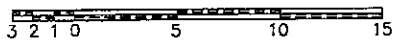
ALL DISTANCES SHOWN ARE IN METRES



TWENTY-EIGHTH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

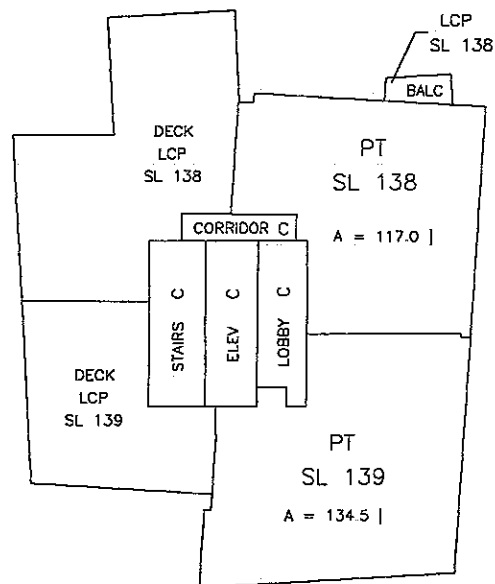
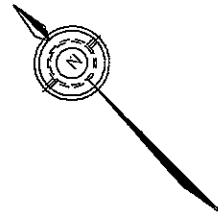
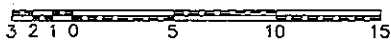


TWENTY-NINTH FLOOR

SHEET 34 OF 36 SHEETS.

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES



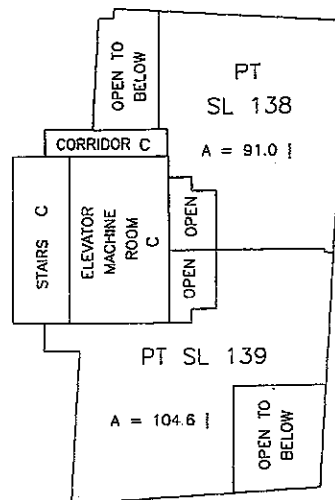
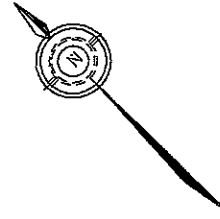
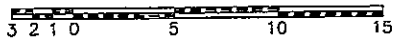
TOTAL AREAS

SL 138 208.0 |
SL 139 239.1 |

THIRTIETH FLOOR

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES



ROOF

SCALE : 1 : 250

ALL DISTANCES SHOWN ARE IN METRES

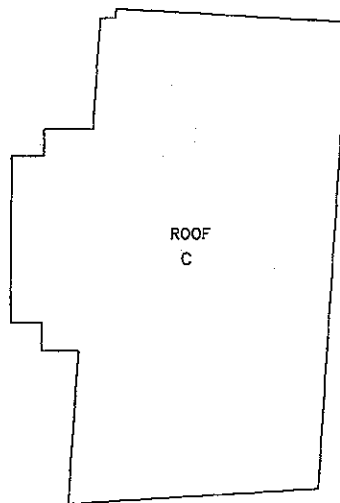
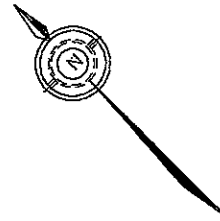
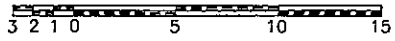


EXHIBIT "B"

**Strata Property Act
FORM V
SCHEDULE OF UNIT ENTITLEMENT**
(Sections 245 (a), 246, 264)

Re: Strata Plan (the registration number of the strata plan),
Being a strata plan of Lot E, Block 121, District Lot 541, Group 1, New Westminster
District, Plan BCP 11964
(parcel identifier) 025-977-440

COMPLETE AND FILE ONLY THE APPLICABLE FORM OF SCHEDULE

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS
The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act*

Certificate of British Columbia Land Surveyor

I, Brian J Oke, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: September 22nd, 2004 [month day, year]

Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*

Signature of Superintendent of Real Estate.

EXHIBIT "B"

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1		112.7	113	0.80
2		135.8	136	0.96
3		137.0	137	0.97
4		125.0	125	0.89
5		103.7	104	0.74
6		108.1	108	0.77
7		107.9	108	0.77
8		102.3	102	0.72
9		102.7	103	0.73
10		106.5	107	0.76
11		101.5	102	0.72
12		109.8	110	0.78
13		109.8	110	0.78
14		109.6	110	0.78
15		109.7	110	0.78
16		109.7	110	0.78
17		107.9	108	0.77
18		124.7	125	0.89
19		150.6	151	1.07
20		150.6	151	1.07
21		131.2	131	0.93
22		126.7	127	0.90
23		122.0	122	0.87
24		120.8	121	0.86
25		120.5	121	0.86
26		124.9	125	0.89
27		49.6	50	0.35
28		82.7	83	0.59
29		73.4	73	0.52
30		23.1	23	0.16
31		75.7	76	0.54
32		65.0	65	0.46
33		82.7	83	0.59
34		114.2	114	0.81
35		101.3	101	0.72
36		75.7	76	0.54
37		65.0	65	0.46
38		82.7	83	0.59

EXHIBIT "B"

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
39		114.2	114	0.81
40		101.3	101	0.72
41		75.7	76	0.54
42		65.0	65	0.46
43		82.7	83	0.59
44		114.2	114	0.81
45		101.3	101	0.72
46		75.7	76	0.54
47		65.0	65	0.46
48		82.7	83	0.59
49		114.2	114	0.81
50		101.3	101	0.72
51		75.7	76	0.54
52		65.0	65	0.46
53		82.7	83	0.59
54		114.2	114	0.81
55		101.3	101	0.72
56		75.7	76	0.54
57		65.0	65	0.46
58		82.7	83	0.59
59		114.2	114	0.81
60		101.3	101	0.72
61		75.7	76	0.54
62		65.0	65	0.46
63		82.7	83	0.59
64		114.2	114	0.81
65		101.3	101	0.72
66		75.7	76	0.54
67		65.0	65	0.46
68		82.7	83	0.59
69		114.2	114	0.81
70		101.3	101	0.72
71		75.7	76	0.54
72		65.0	65	0.46
73		82.7	83	0.59
74		114.2	114	0.81
75		101.3	101	0.72
76		75.7	76	0.54

EXHIBIT "B"

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
77		65.0	65	0.46
78		82.7	83	0.59
79		114.2	114	0.81
80		101.3	101	0.72
81		75.7	76	0.54
82		65.0	65	0.46
83		82.7	83	0.59
84		114.2	114	0.81
85		101.3	101	0.72
86		75.7	76	0.54
87		65.0	65	0.46
88		82.7	83	0.59
89		114.2	114	0.81
90		101.3	101	0.72
91		104.6	105	0.74
92		82.7	83	0.59
93		114.2	114	0.81
94		98.1	98	0.69
95		104.6	105	0.74
96		82.7	83	0.59
97		114.2	114	0.81
98		98.1	98	0.69
99		104.6	105	0.74
100		82.7	83	0.59
101		114.2	114	0.81
102		98.1	98	0.69
103		103.8	104	0.74
104		113.9	114	0.81
105		115.2	115	0.82
106		103.8	104	0.74
107		113.9	114	0.81
108		115.2	115	0.82
109		103.8	104	0.74
110		113.9	114	0.81
111		115.2	115	0.82
112		77.1	77	0.55
113		94.9	95	0.67
114		124.9	125	0.89

EXHIBIT "B"

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
115		115.0	115	0.82
116		77.1	77	0.55
117		94.9	95	0.67
118		124.9	125	0.89
119		115.0	115	0.82
120		77.1	77	0.55
121		94.9	95	0.67
122		124.9	125	0.89
123		115.0	115	0.82
124		77.1	77	0.55
125		94.9	95	0.67
126		124.9	125	0.89
127		115.0	115	0.82
128		77.1	77	0.55
129		94.9	95	0.67
130		124.9	125	0.89
131		115.0	115	0.82
132		77.1	77	0.55
133		94.9	95	0.67
134		124.9	125	0.89
135		115.0	115	0.82
136		191.7	192	1.36
137		219.4	219	1.55
138		208.0	208	1.47
139		239.1	239	1.69
Total number of lots: 139			Total unit entitlement: 14,103	

*expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata

Date: _____ [month day, year]

Signature of Owner Developer

EXHIBIT "C"

POMARIA

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

[Section 245(d), Regulations section 14.6(2)]

Re: Strata Plan _____, being a Strata Plan of Strata Lots 1 to 139 inclusive of the property legal described as Lot E, Block 121, District Lot 541, Group 1, New Westminster District, Plan BCP11964 (the "Lands")

The following bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act:

1. Amend Bylaw 3 by deleting subsection (1) and replacing it with the following:
 - 3(l) An owner, tenant, occupant or visitor must not use the Strata Lot, the Common Property, the common assets, or the limited common property including the balcony, deck, roof deck, and garden areas located on the 16th and 19th floors (the "Sky Gardens"), in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal;
 - (e) is contrary to a purpose for which the Strata Lot, limited common property or common property is intended as shown expressly or by necessary implication on or by the strata plan; or
 - (f) that is in contravention of any rule, order or bylaw of The City of Vancouver applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.
2. Amend Bylaw 3 by adding the following to subsection (4)
 - 3(4)(e) The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair should their guests bring pets into the common property.

EXHIBIT "C"

3. Amend Bylaw 3 by adding subsection (5)
 - (5) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.
4. Amend Bylaw 4 by adding subsection (3):
 - (3) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.
5. Amend Bylaw 5 by adding the following to subsection (1):
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses; or
 - (i) limited common property, including balconies, decks, roof decks and the Sky Gardens.
6. Amend Bylaw 7 by adding the following:
 - (3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.
7. Add the following Bylaws
 - Bylaw 31: Strata Fees (s. 107 Strata Property Act)
 - (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
 - (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.
 - Bylaw 32: Disturbance of Others
 - (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the common property.

EXHIBIT "C"

- (2) No barbecues other than those fueled by propane or natural gas or electricity may be used. No owner shall operate his barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on the common property other than the driveway is prohibited.
- (4) Carpentry or similar alterations shall be limited to the hours as allotted by the City of Vancouver.

Bylaw 33: Hazards

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the common property.

Bylaw 34: Cleanliness

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the Strata Lot.

Bylaw 35: Exterior Appearance

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

EXHIBIT "C"

- (5) No unsightly material, effects or items shall be displayed or stored on the balcony, deck, roof deck, Sky Garden or other limited common property of the Strata Lot.

Bylaw 36: Common Areas

- (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

Bylaw 37: Parking

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of Qualex Landmark Parking Ltd.'s rights under a parking stall and Storage Lease registered in the Land Titles Office against title to the common property of the Strata Corporation. Parking Stalls cannot be utilized by any person who is not a resident within the Strata Corporation.
- (2) No major repairs or adjustments shall be made to motor vehicles on the common property.
- (3) A maximum speed of 15 km/h shall apply within the common property.
- (4) Owners will be responsible for the clean up of oil spills on common property.
- (5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (6) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.
- (7) Any vehicle, which does not comply with this Bylaw, may be removed at the owner's expense.

Bylaw 38: Damage to Property

- (1) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Bylaw 39: Security

- (1) Strata Lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

EXHIBIT "C"

- (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident based voluntary crime prevention programs such as Block Watch.

Bylaw 40: Moving and Resale

- (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the regulations as established by the Strata Council from time to time.
- (2) Except in the case of advertising and marketing of Strata Lots by the Developer, any advertising for the resale or rental of a Strata Lot shall only be permitted within the boundaries of the Strata Corporation on the Directory Board which shall be located, supplied and maintained by the Strata Council.

Bylaw 41: Sky Gardens

- (1) No owners are permitted to use the Sky Gardens on the 16th and 19th floors, except for the owners of the Strata Lots on those floors for which the Sky Gardens constitute limited common property, which owners are entitled to the exclusive use of the Sky Gardens.
- (2) Without restricting the applicability of these bylaws, owners of Strata Lots entitled to use of the Sky Gardens:
 - (a) shall not make any permanent modifications to the Sky Gardens including any change to the landscaping whether or not such modifications are visible from the exterior of the building unless authorized in writing to do so by the Strata Council;
 - (b) must allow a person authorized by the Strata Council and/or the Strata Corporation access to the Sky Gardens to maintain, repair and inspect the Sky Gardens;
 - (c) shall not place personal effects and furniture on the Sky Gardens, unless:
 - (i) the owners obtain the unanimous consent of the other owners who have the exclusive use of such Sky Garden;
 - (ii) the personal effects and furniture are not visible from the exterior of the Pomaria Project; and
 - (iii) they confirm in writing to the Strata Corporation that they will indemnify the Strata Corporation and maintain adequate insurance for any loss or damage to the Strata Corporation as a result of the presence of personal effects and furniture on the Sky Gardens.
- (3) Since the landscaping in and on the Sky Gardens is part of the overall landscaping scheme for the Pomaria project, all landscaping done on or in the Sky Gardens shall be done by the landscaping firm retained

EXHIBIT "C"

by the Strata Corporation for the Pomaria project generally unless otherwise permitted by written authorization of the Strata Council and the cost of such landscaping for the Sky Gardens shall be shared by those owners entitled to the exclusive use of that particular Sky Gardens in accordance with their respective unit entitlements and such owners shall pay such costs within 30 days of being invoiced therefore by the Strata Corporation or the strata manager. Under no circumstances will an owner be entitled to alter the existing landscaping located on or in the Sky Gardens without specific written authorization of the Strata Council.

Bylaw 42: Live/Work Units

- (1) Without restricting the general applicability of these bylaws, the owners of Strata Lots 18 to 21 inclusive (the "Live/Work Units"), in addition to using the Strata Lot as a residential unit may also use the Live/Work Units for General Office Live Work as defined in the City of Vancouver Zoning Bylaw as amended from time to time. Such owners shall take all necessary steps to ensure that they comply with such bylaw and further such owner shall not permit the Live/Work Units to be used as:
 - (a) a financial institution, health care office or health enhancement centre;
 - (b) a booking agency or a facility providing liquor delivery or psychic/fortune telling services;
 - (c) a consulate, embassy, high commission or other office of a foreign government body;
 - (d) a government office; or
 - (e) for any use that is not restricted to a pure office use.
- (2) When a Live/Work Unit is being using for General Office Live-Work purposes the owner thereof shall not permit the number of people working within the Live/Work Unit at any time (including the owner and any relatives of the owner) to exceed 1 person for every 295 square feet of habitable area of the Live/Work Unit.

Dated at Vancouver, B.C. this ____ day of _____, 200 .
Qualex-Landmark Projects Inc.

Per: _____
Signature of Owner Developer

EXHIBIT "D"

LAND TITLE ACT

FORM C

[Section 233]

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 11 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

FRASER MILNER CASGRAIN LLP
Barristers & Solicitors
1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8
Telephone (604) 687-4460
Client No. 011709

signature of applicant's solicitor
Robert G. Nikelski

2. (a) PARCEL IDENTIFIER (S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
025-977-440

(LEGAL DESCRIPTION)
Lot E Block 121 District Lot 541 New Westminster District Plan BCP11964

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Lease over portion
outlined in bold on
Explanatory Plan

Entire Instrument

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

— D.F. No.

(b) Express Charge Terms

XX

Annexed as Part 2

(c) Release

—

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to the instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):*

QUALEX-LANDMARK PROJECTS INC. (Incorporation No. 657213)

6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

QUALEX-LANDMARK PARKING LTD., (Incorporation No. 639169), of 740-1111 Melville Street,
Vancouver, British Columbia, V6E 3V6

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution
Date

Transferor(s) Signature(s)

Print Name

Y	M	D

QUALEX-LANDMARK PROJECTS
INC. by its authorized
signatory(ies):

Officer Signature(s)

Execution
Date

Transferee(s) Signature(s)

Print Name

Y	M	D

QUALEX-LANDMARK PARKING
LTD. by its authorized
signatory(ies):

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

GENERAL INSTRUMENT – PART 2

**PARKING STALL / STORAGE LOCKER LEASE
(POMARIA)**

THIS AGREEMENT made as of the ____ day of _____, 200__.

BETWEEN:

QUALEX-LANDMARK PROJECTS INC., Incorporation No. 657213, a British Columbia company with an office at 740-1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(the "Owner")

AND:

QUALEX-LANDMARK PARKING LTD., Incorporation No. 639169, a British Columbia company with an office at 740-1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(the "Tenant")

WHEREAS:

A. The Owner is the registered owner of certain lands and premises located in Vancouver, British Columbia, and legally described as:

City of Vancouver

PID: 025-977-440

Lot E Block 121 District Lot 541 New Westminster District Plan BCP11964

(the "Lands")

B. The Owner has agreed to lease to the Tenant all of the resident parking stalls and visitor parking stalls (the "Resident Stalls", the "Visitor Stalls" and collectively, the "Stalls") and all of the storage lockers (the "Storage Lockers") in the common storage areas located on the Lands and shown outlined in heavy black line on the parking/locker plan (the "Parking/Storage Locker Plan") registered in the Lower Mainland Land Title Office having a combined area of [___] m² and registered under number _____, a reduced copy of which is attached hereto as Schedule "A", all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Resident Stalls and Storage Lockers and to grant a partial assignment of this Lease pertaining to the Visitor Parking Stalls to the Strata Corporation (hereinafter defined);

C. After entering into this Lease, the Owner proposes to subdivide the Lands by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "Strata Development");

D. The Strata Plan will designate the Stalls and the Storage Lockers as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

1.0 **GRANT AND TERM**

1.1 **Grant**

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and the Storage Lockers as shown outlined Parking/Storage Locker Plan.

1.2 **Term**

The term (the "Term") of this Lease will commence on the ___ day of _____, 200___, and terminate on the earlier of:

- (a) the date the Strata Corporation is dissolved; and
- (b) the registrar of the appropriate Land Title Office makes an order under section 275 of the *Strata Property Act* for cancellation of the Strata Plan.

1.3 **Rent**

The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant, any assignee of a partial assignment under this Lease or any user of a particular Visitor Stall on an hourly basis for the use and enjoyment of a Stall and/or a Storage Locker.

2.0 **SUBDIVISION BY STRATA PLAN**

2.1 **Strata Plan**

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and upon the subdivision of the Lands by means of the Strata Plan such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel which contains a Stall and/or a Storage Locker; and
- (b) with respect to the Stalls and the Storage Lockers, be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development.

2.2 Common Property

This Lease is intended to apply only to a portion of the common property which will be created upon the deposit for registration of the Strata Plan and not at any time to burden the title to any individual strata lot.

3.0 MAINTENANCE AND ENCUMBRANCES

3.1 Maintenance

The Owner confirms that until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Stalls and the Storage Lockers but thereafter, pursuant to Section 2.1 above the Strata Corporation will assume full responsibility for the control, management and administration of the Stalls and the Storage Lockers as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Stalls and the Storage Lockers as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

3.2 Alterations

The Tenant, its successors and permitted assigns, are not entitled or required to maintain, or to perform any repairs of any sort whatsoever to, the Stalls or the Storage Lockers. Any such maintenance or repairs are the sole responsibility of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation.

3.3 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

4.0 ASSIGNMENT

4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Resident Stalls and/or Storage Lockers to purchasers of strata lots within the Strata Development or to the Strata Corporation and with respect to the Visitor Stalls, to the Strata Corporation only. Any such assignment except the assignment of the Visitor Stalls which shall be for the consideration of the premises and the sum of \$10.00, will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Storage Locker:

(a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Storage Locker so assigned for the balance of the Term;

(b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;

(c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and

(d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Resident Stall and/or Storage Locker sells all of his or her interest in a strata lot within the Strata Development to which such Resident Stall and/or Storage Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Resident Stall and/or Storage Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Resident Stall and/or Storage Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Resident Stall and/or Storage Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

(a) A holder of an interest (the "First Owner") in a Resident Stall and/or Storage Locker (the "First Resident Stall/Storage Locker") may exchange his or her interest in the First Resident Stall/Storage Locker with the holder of an interest (the "Second Owner") in a different Resident Stall and/or Storage Locker (the "Second Resident Stall/Storage Locker") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Resident Stall/Storage Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Resident Stall/Storage Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule "B". The exchange will be on the terms set out in Sections 4.1 (a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).

(b) A holder of an interest (the "First Owner") in a Resident Stall and/or Storage Locker may transfer his or her interest in such Resident Stall and/or Storage Locker to an owner of a strata lot within the Strata Development or the Strata Corporation (the "Second Owner") for such consideration as the First Owner may in his or her discretion determine provided that following the transfer, the First Owner is left with an interest in at least one Resident Stall. A First Owner is not required to be left with an interest in a Storage Locker. Such a transfer will be accomplished by the First Owner partially

assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule "B". The transfer will be on the terms set out in Sections 4.1 (a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).

4.4 Consents

The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.5 Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule "B". No such partial assignment will be registrable by an assignee in any Land Title Office.

4.6 Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Resident Stall and/or Storage Locker, the Tenant and any subsequent assignor of an interest in such Resident Stall and/or Storage Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Resident Stall and/or Storage Locker.

4.7 Register of Partial Assignments

The Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Resident Stalls and Storage Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Resident Stall and/or Storage Locker assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the strata lot within the Strata Development owned by the assignee to which such Resident Stall and/or Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Resident Stall and/or Storage Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the owner to whom a particular Resident Stall and/or Storage Locker is assigned and the number of the strata lot within the Strata Development to which such Resident Stall and/or Storage Locker is at the time appurtenant.

The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Resident Stall and/or Storage Locker under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

5.0 **MISCELLANEOUS**

5.1 **Form of Agreement**

Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

5.2 **Definitions**

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.

5.3 **Enurement**

This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.

QUALEX-LANDMARK PROJECTS INC.

Per: _____
Authorized Signatory

QUALEX-LANDMARK PARKING LTD.

Per: _____
Authorized Signatory

SCHEDULE "A"

Parking/Storage Locker Plan

[to be attached]

SCHEDULE "B"

POMARIA

PARKING STALL/STORAGE LOCKER ASSIGNMENT

BETWEEN:

QUALEX-LANDMARK PARKING LTD., Incorporation No. 639169, a British Columbia company with an office at 740-1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(the "Assignor")

AND:

(the "Assignee")

RE: Parking Stall / Garage No. _____ (the "Parking") and Storage Locker No. _____ (the "Storage Locker") shown on the Parking/Storage Locker Plan for Pomaria.

WHEREAS the Assignor is the lessee of the Parking and Storage Locker and the Assignee is the registered owner or purchaser of strata lot _____ (the "Strata Lot") (Suite No. _____) in Pomaria.

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated _____, 200__ made between Qualex-Landmark Projects Inc., as landlord, and the Assignor as tenant registered in the Land Title Office under No. _____; pertaining to the exclusive right to the Lease the Parking and/or Storage Locker for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan No. BCS _____ (the "Strata Corporation") with a copy to ____.

2. Assignment Contingent Upon Strata Lot Ownership

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Parking and/or Storage Locker for as long as the Assignee owns the Strata Lot.

3. Compliance

The Assignee agrees to use the Stall and/or Storage Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Acknowledgment

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Enurement

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the _____ day of _____, 200_____.

Per: _____

Assignor – Qualex-Landmark Parking Ltd.

Assignee –

END OF DOCUMENT

EXHIBIT "E"

POMARIA

PARKING STALL/STORAGE LOCKER ASSIGNMENT

BETWEEN:

QUALEX-LANDMARK PARKING LTD., Incorporation No. 639169, a British Columbia company with an office at 740-1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(the "Assignor")

AND:

(the "Assignee")

RE: Parking Stall / Garage No. _____ (the "Parking") and Storage Locker No. _____ (the "Storage Locker") shown on the Parking/Storage Locker Plans for Pomaria.

WHEREAS the Assignor is the lessee of the Parking and Storage Locker and the Assignee is the registered owner or purchaser of strata lot _____ (the "Strata Lot") (Suite No. _____) in Pomaria.

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment

The Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated _____, 200__ made between Qualex-Landmark Projects Inc., as landlord, and the Assignor as tenant registered in the Land Title Office under No. _____; pertaining to the exclusive right to the Lease the Parking and/or Storage Locker for the balance of the Term (as defined in the Lease). Subject to Section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan No. BCS _____ (the "Strata Corporation") with a copy to ____.

2. Assignment Contingent Upon Strata Lot Ownership

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Parking and/or Storage Locker for as long as the Assignee owns the Strata Lot.

EXHIBIT "E"

3. Compliance

The Assignee agrees to use the Stall and/or Storage Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.

4. Sale or Disposition

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. Acknowledgment

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Enurement

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the _____ day of _____, 200____.

Per: _____
Assignor – Qualex-Landmark Parking Ltd.

Assignee –

EXHIBIT "F" **INTERIM OPERATING BUDGET**

INCOME

Guest Suite Rental	6,000
Interest Income	250
Owners'	
Contributions	539,748
TOTAL INCOME	\$ 545,998

EXPENSES

Administration

Insurance Premium	35,000
Legal/Audit	3,000
Postage & Photocopying	3,000
Supplies/Telephone/Pager	2,500
Miscellaneous	5,000
Total Administration	\$ 48,500

Utilities

Electricity	50,000
Gas	30,000
Geothermal Energy Source	59,400
Water & Sewer	8,775
Total Utilities	\$ 148,175

Repair & Maintenance

Elevator	18,000
Fire Protection	3,500
Fire Monitoring	2,000
Enterphone Lease	13,000
Waste Removal & Recycling	12,000
Window Cleaning	7,000
HVAC R&M/Emergency	
Generator	15,000
Landscaping	15,000
General Bldg R&M	15,000
Total Repair & Maintenance	\$ 100,500

Staffing Expenses

Management Fees	30,123
Concierge/Security	150,000
Janitorial	30,000
Total Employee Expenses	\$ 210,123

Guest Suite

Mortgages	9,700
Strata Fees	1,500
Property Taxes	1,500
Total Guest Suite	\$ 12,700

Contingency Reserve Fund (5%)	\$ 26,000
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TOTAL EXPENSES	\$ 545,998
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EXHIBIT "F"

Strata Lot	Unit Entitlement	Estimated Monthly Expense
1	113	\$ 360.39
2	136	\$ 433.75
3	137	\$ 436.94
4	125	\$ 398.67
5	104	\$ 331.69
6	108	\$ 344.45
7	108	\$ 344.45
8	102	\$ 325.31
9	103	\$ 328.50
10	107	\$ 341.26
11	102	\$ 325.31
12	110	\$ 350.83
13	110	\$ 350.83
14	110	\$ 350.83
15	110	\$ 350.83
16	110	\$ 350.83
17	108	\$ 344.45
18	125	\$ 398.67
19	151	\$ 481.59
20	151	\$ 481.59
21	131	\$ 417.80
22	127	\$ 405.04
23	122	\$ 389.10
24	121	\$ 385.91
25	121	\$ 385.91
26	125	\$ 398.67
27	50	\$ 159.47
28	83	\$ 264.71
29	73	\$ 232.82
30	23	\$ 73.35
31	76	\$ 242.39
32	65	\$ 207.31
33	83	\$ 264.71
34	114	\$ 363.58
35	101	\$ 322.12
36	76	\$ 242.39
37	65	\$ 207.31
38	83	\$ 264.71
39	114	\$ 363.58
40	101	\$ 322.12
41	76	\$ 242.39
42	65	\$ 207.31
43	83	\$ 264.71
44	114	\$ 363.58
45	101	\$ 322.12
46	76	\$ 242.39
47	65	\$ 207.31
48	83	\$ 264.71
49	114	\$ 363.58

EXHIBIT "F"

Sfrata Lot	Unit Entitlement	Estimated Monthly Expense
50	101	\$ 322.12
51	76	\$ 242.39
52	65	\$ 207.31
53	83	\$ 264.71
54	114	\$ 363.58
55	101	\$ 322.12
56	76	\$ 242.39
57	65	\$ 207.31
58	83	\$ 264.71
59	114	\$ 363.58
60	101	\$ 322.12
61	76	\$ 242.39
62	65	\$ 207.31
63	83	\$ 264.71
64	114	\$ 363.58
65	101	\$ 322.12
66	76	\$ 242.39
67	65	\$ 207.31
68	83	\$ 264.71
69	114	\$ 363.58
70	101	\$ 322.12
71	76	\$ 242.39
72	65	\$ 207.31
73	83	\$ 264.71
74	114	\$ 363.58
75	101	\$ 322.12
76	76	\$ 242.39
77	65	\$ 207.31
78	83	\$ 264.71
79	114	\$ 363.58
80	101	\$ 322.12
81	76	\$ 242.39
82	65	\$ 207.31
83	83	\$ 264.71
84	114	\$ 363.58
85	101	\$ 322.12
86	76	\$ 242.39
87	65	\$ 207.31
88	83	\$ 264.71
89	114	\$ 363.58
90	101	\$ 322.12
91	105	\$ 334.88
92	83	\$ 264.71
93	114	\$ 363.58
94	98	\$ 312.55
95	105	\$ 334.88
96	83	\$ 264.71
97	114	\$ 363.58
98	98	\$ 312.55

EXHIBIT "F"

Strata Lot	Unit Entitlement	Estimated Monthly Expense
99	105	\$ 334.88
100	83	\$ 264.71
101	114	\$ 363.58
102	98	\$ 312.55
103	104	\$ 331.69
104	114	\$ 363.58
105	115	\$ 366.77
106	104	\$ 331.69
107	114	\$ 363.58
108	115	\$ 366.77
109	104	\$ 331.69
110	114	\$ 363.58
111	115	\$ 366.77
112	77	\$ 245.58
113	95	\$ 302.99
114	125	\$ 398.67
115	115	\$ 366.77
116	77	\$ 245.58
117	95	\$ 302.99
118	125	\$ 398.67
119	115	\$ 366.77
120	77	\$ 245.58
121	95	\$ 302.99
122	125	\$ 398.67
123	115	\$ 366.77
124	77	\$ 245.58
125	95	\$ 302.99
126	125	\$ 398.67
127	115	\$ 366.77
128	77	\$ 245.58
129	95	\$ 302.99
130	125	\$ 398.67
131	115	\$ 366.77
132	77	\$ 245.58
133	95	\$ 302.99
134	125	\$ 398.67
135	115	\$ 366.77
136	192	\$ 612.35
137	219	\$ 698.46
138	208	\$ 663.38
139	239	\$ 762.25
TOTAL	14103	\$ 44,978.99

EXHIBIT "G"

Strata Property Act

FORM J RENTAL DISCLOSURE STATEMENT (Section 139)

Re: Strata Plan _____ [the registration number of the strata plan], being a proposed Strata Plan composed of Strata Lots 1 to 139 inclusive of property legally described as
Lot E Block 121 District Lot 541 New Westminster District Plan BCP11964

(the "Lands").

- 1 The development described above includes 139 residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
NIL	NIL

- 3 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out all residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer.]

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lot 1	Unlimited - No expiry
Strata Lot 2	Unlimited - No expiry
Strata Lot 3	Unlimited - No expiry
Strata Lot 4	Unlimited - No expiry
Strata Lot 5	Unlimited - No expiry
Strata Lot 6	Unlimited - No expiry
Strata Lot 7	Unlimited - No expiry
Strata Lot 8	Unlimited - No expiry
Strata Lot 9	Unlimited - No expiry
Strata Lot 10	Unlimited - No expiry
Strata Lot 11	Unlimited - No expiry
Strata Lot 12	Unlimited - No expiry
Strata Lot 13	Unlimited - No expiry

EXHIBIT "G"

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lot 14	Unlimited - No expiry
Strata Lot 15	Unlimited - No expiry
Strata Lot 16	Unlimited - No expiry
Strata Lot 17	Unlimited - No expiry
Strata Lot 18	Unlimited - No expiry
Strata Lot 19	Unlimited - No expiry
Strata Lot 20	Unlimited - No expiry
Strata Lot 21	Unlimited - No expiry
Strata Lot 22	Unlimited - No expiry
Strata Lot 23	Unlimited - No expiry
Strata Lot 24	Unlimited - No expiry
Strata Lot 25	Unlimited - No expiry
Strata Lot 26	Unlimited - No expiry
Strata Lot 27	Unlimited - No expiry
Strata Lot 28	Unlimited - No expiry
Strata Lot 29	Unlimited - No expiry
Strata Lot 30	Unlimited - No expiry
Strata Lot 31	Unlimited - No expiry
Strata Lot 32	Unlimited - No expiry
Strata Lot 33	Unlimited - No expiry
Strata Lot 34	Unlimited - No expiry
Strata Lot 35	Unlimited - No expiry
Strata Lot 36	Unlimited - No expiry
Strata Lot 37	Unlimited - No expiry
Strata Lot 38	Unlimited - No expiry
Strata Lot 39	Unlimited - No expiry
Strata Lot 40	Unlimited - No expiry
Strata Lot 41	Unlimited - No expiry
Strata Lot 42	Unlimited - No expiry
Strata Lot 43	Unlimited - No expiry
Strata Lot 44	Unlimited - No expiry
Strata Lot 45	Unlimited - No expiry
Strata Lot 46	Unlimited - No expiry
Strata Lot 47	Unlimited - No expiry
Strata Lot 48	Unlimited - No expiry
Strata Lot 49	Unlimited - No expiry
Strata Lot 50	Unlimited - No expiry
Strata Lot 51	Unlimited - No expiry
Strata Lot 52	Unlimited - No expiry
Strata Lot 53	Unlimited - No expiry
Strata Lot 54	Unlimited - No expiry
Strata Lot 55	Unlimited - No expiry
Strata Lot 56	Unlimited - No expiry
Strata Lot 57	Unlimited - No expiry
Strata Lot 58	Unlimited - No expiry
Strata Lot 59	Unlimited - No expiry
Strata Lot 60	Unlimited - No expiry

EXHIBIT "G"

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lot 61	Unlimited – No expiry
Strata Lot 62	Unlimited – No expiry
Strata Lot 63	Unlimited – No expiry
Strata Lot 64	Unlimited – No expiry
Strata Lot 65	Unlimited – No expiry
Strata Lot 66	Unlimited – No expiry
Strata Lot 67	Unlimited – No expiry
Strata Lot 68	Unlimited – No expiry
Strata Lot 69	Unlimited – No expiry
Strata Lot 70	Unlimited – No expiry
Strata Lot 71	Unlimited – No expiry
Strata Lot 72	Unlimited – No expiry
Strata Lot 73	Unlimited – No expiry
Strata Lot 74	Unlimited – No expiry
Strata Lot 75	Unlimited – No expiry
Strata Lot 76	Unlimited – No expiry
Strata Lot 77	Unlimited – No expiry
Strata Lot 78	Unlimited – No expiry
Strata Lot 79	Unlimited – No expiry
Strata Lot 80	Unlimited – No expiry
Strata Lot 81	Unlimited – No expiry
Strata Lot 82	Unlimited – No expiry
Strata Lot 83	Unlimited – No expiry
Strata Lot 84	Unlimited – No expiry
Strata Lot 85	Unlimited – No expiry
Strata Lot 86	Unlimited – No expiry
Strata Lot 87	Unlimited – No expiry
Strata Lot 88	Unlimited – No expiry
Strata Lot 89	Unlimited – No expiry
Strata Lot 90	Unlimited – No expiry
Strata Lot 91	Unlimited – No expiry
Strata Lot 92	Unlimited – No expiry
Strata Lot 93	Unlimited – No expiry
Strata Lot 94	Unlimited – No expiry
Strata Lot 95	Unlimited – No expiry
Strata Lot 96	Unlimited – No expiry
Strata Lot 97	Unlimited – No expiry
Strata Lot 98	Unlimited – No expiry
Strata Lot 99	Unlimited – No expiry
Strata Lot 100	Unlimited – No expiry
Strata Lot 101	Unlimited – No expiry
Strata Lot 102	Unlimited – No expiry
Strata Lot 103	Unlimited – No expiry
Strata Lot 104	Unlimited – No expiry
Strata Lot 105	Unlimited – No expiry
Strata Lot 106	Unlimited – No expiry
Strata Lot 107	Unlimited – No expiry

EXHIBIT "G"

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lot 108	Unlimited - No expiry
Strata Lot 109	Unlimited - No expiry
Strata Lot 110	Unlimited - No expiry
Strata Lot 111	Unlimited - No expiry
Strata Lot 112	Unlimited - No expiry
Strata Lot 113	Unlimited - No expiry
Strata Lot 114	Unlimited - No expiry
Strata Lot 115	Unlimited - No expiry
Strata Lot 116	Unlimited - No expiry
Strata Lot 117	Unlimited - No expiry
Strata Lot 118	Unlimited - No expiry
Strata Lot 119	Unlimited - No expiry
Strata Lot 120	Unlimited - No expiry
Strata Lot 121	Unlimited - No expiry
Strata Lot 122	Unlimited - No expiry
Strata Lot 123	Unlimited - No expiry
Strata Lot 124	Unlimited - No expiry
Strata Lot 125	Unlimited - No expiry
Strata Lot 126	Unlimited - No expiry
Strata Lot 127	Unlimited - No expiry
Strata Lot 128	Unlimited - No expiry
Strata Lot 129	Unlimited - No expiry
Strata Lot 130	Unlimited - No expiry
Strata Lot 131	Unlimited - No expiry
Strata Lot 132	Unlimited - No expiry
Strata Lot 133	Unlimited - No expiry
Strata Lot 134	Unlimited - No expiry
Strata Lot 135	Unlimited - No expiry
Strata Lot 136	Unlimited - No expiry
Strata Lot 137	Unlimited - No expiry
Strata Lot 138	Unlimited - No expiry
Strata Lot 139	Unlimited - No expiry

- 4 There is no bylaw of the strata corporation that restricts the rental of strata lots.

Dated this 16 day of Nov, 2004
 Qualex-Landmark Projects Inc.

Per: 
 Authorized Signatory
 Signature of Owner/Developer