

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within seven days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this disclosure statement.

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 on the purchaser's purchase agreement;
- (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 purchase agreement

The developer must promptly place the 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 the purchaser rescinds their purchase agreement in accordance with the *Act* and regulations, the developer or the developer's trustee must return the deposit to the purchaser.

Building Permit

The Superintendent of Real Estate (the “Superintendent”) will accept disclosure statements for filing where the developer has been granted development approval prior to the issuance of a building permit provided that:

- (a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;**
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:**
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser’s receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:**
 - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
 - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required**

amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and**
- (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;**

Financing

The Superintendent will accept disclosure statements for filing where the developer has not yet obtained a satisfactory financing commitment provided that:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;**
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:**
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or**
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:**
 - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;**
 - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and**
 - (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;**

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1.0 DEVELOPER

- 1.1 Polygon Luma Tower Ltd. (the "Developer") was incorporated on August 7, 2007 pursuant to the laws of British Columbia under incorporation number BC0799137.
- 1.2 The Developer was incorporated specifically for the purpose of developing the Strata Lots (as hereinafter defined) and has no assets other than the Development (as hereinafter defined).
- 1.3 The Developer's registered and records office is located at:
15th Floor, 1040 West Georgia Street
Vancouver, British Columbia
V6E 4H8
- 1.4 The directors of the Developer are Neil Chrystal and Robert Bruno.

1.5 Developer, Directors and Officers Disclosure of Experience

- 1.5.1 The following is a description of the nature and extent of the experience that the Developer and its officers and directors have in the development industry:

Developer: the Developer has not undertaken any other real estate developments.

Neil Chrystal, director and officer, President: Mr. Chrystal has over 20 years of experience in the real estate development industry. He has held a variety of roles within companies related to the Developer and currently holds the senior officer position of President. Mr. Chrystal also holds a Bachelor of Commerce degree from the University of British Columbia in Urban Land Economics.

Robert Bruno, director and officer, Vice President Finance: Mr. Bruno has 6 years of direct experience in the real estate development industry. The majority of Mr. Bruno's experience is in multi-family residential developments undertaken by companies affiliated with the Developer. Mr. Bruno is also a Chartered Accountant and a Chartered Business Valuator.

Rene Rose, officer, Senior Vice President Development: Ms. Rose has over 25 years experience in development management and has served on the board of the Greater Vancouver Home Builders Association. Ms. Rose also holds a Bachelor of Commerce degree from the University of British Columbia.

- 1.5.2 To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this disclosure statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- 1.5.3 To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to

this disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

1.5.4 To the best of the Developer's knowledge, none of any director, officer or principal holder of the Developer or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to this disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer

- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

The following is disclosure of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots (as hereinafter defined) in connection with the Development (as hereinafter defined) which could reasonably be expected to affect the purchaser's purchase decision:

Polygon Realty Limited:

Polygon Realty Limited provides real estate brokerage services to the Developer and is affiliated with the Developer. Some of the officers and directors are also officers and directors of the Developer.

Polygon Construction Management Ltd.:

Polygon Construction Management Ltd. provides construction management services to the Developer in connection with the Development and is affiliated with the Developer. Some of the officers and directors are also officers and directors of the Developer.

0744625 B.C. Ltd.

The Developer is affiliated with 0744625 B.C. Ltd., which is a partner in a partnership governed by the *Partnership Act*, RSBC 1996, c. 348, as amended, called the Azur Mortgage Canada Mortgage LLP. The partnership's business is to direct

applicants for mortgages to Origin Home Financial Partners Inc. ("Origin"), for which Origin earns a fee. Origin is owned by the partnership and pays commissions to the partnership in exchange for referrals.

Polygon Parking Limited:

Polygon Parking Limited obtains the leasehold interest in the parking areas located in the common property of the Development and is affiliated with the Developer. Some of the officers and directors are also officers and directors of the Developer.

- 1.7 The disclosure and the information in sections 1.5 and 1.6 of this Disclosure Statement are provided to comply with Policy Statement 15 of the Superintendent of Real Estate's Office, available on their website. Purchasers should not interpret references to those persons and companies in this Disclosure Statement as meaning that they are selling the Strata Lots. The directors, officers, principal holders of the Developer, and companies affiliated with the Developer do not sell the Strata Lots. The Developer is the sole owner of the entire beneficial interest in the Strata Lots. There is no partnership or trust. The Strata Lots are being sold solely by the Developer, and no other person or entity.

2.0 GENERAL DESCRIPTION

2.1 General Description of the Development

The strata lots (the "Strata Lots") offered for sale by Polygon Luma Tower Ltd. (the "Developer") pursuant to this disclosure statement are the 176 Strata Lots in the 26-storey apartment building and the 4 Strata Lots which are the city homes in the residential development called Luma (the "Development") at the following proposed civic addresses:

6688 Arcola Street (for the 26 storey apartment building)

6698 Arcola Street (city home)

7111 Sperling Avenue (city home)

7121 Sperling Avenue (city home)

7131 Sperling Avenue (city home)

Exhibit "A" shows the configuration of the proposed Strata Plan. The area and locations of each Strata Lot will be as generally shown by attached Exhibits "A-1" through "A-13" inclusive.

2.2 Permitted Use

The Strata Lots are intended for residential use and are zoned for this use under the Bylaws of the City of Burnaby (the "City").

2.3 Phasing

This is a single phased Development.

2.4 Neighbouring Land Uses

The Notification of Area plan is attached as Exhibit "B" to this disclosure statement.

The following land uses are adjacent to the development and are shown on Exhibit "C".

1. To the north of the Development, across Arcola Street, there are a number of single family residences and vacant properties;
2. To the east of the Development across Sperling Avenue, there are a number of service commercial properties and single family dwellings;
3. To the southeast of the Development across Kingsway Street, there is a seniors housing building and the National Nikkei Heritage Centre along with the Nikkei Garden;
4. To the south of the Development across Kingsway Street, there are high-rise apartment towers and associated townhomes;
5. Directly to the west of the Development there are a number of commercial properties, occupied by Tim Horton's and Mr. Lube.

The foregoing is provided for information only and is subject to change. Further information on the land use and zoning may be obtained from the City.

3.0 STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement indicates each Strata Lot's share in the common property, common facilities, and other assets of the Development. The unit entitlement is used to determine the proportionate contribution for each Strata Lot to the expenses of the Strata Corporation. The proposed Form V as required under the *Strata Property Act* which shows the proposed unit entitlement for each Strata Lot is attached as Exhibit "D" to this disclosure statement. The calculation of the Unit Entitlement figure, as determined by a British Columbia Land Surveyor, is based on the "habitable area" of the Strata Lot, expressed in square meters, rounded to the nearest whole number. The "habitable area" means the area of a residential strata lot, which can be lived in, but does not include patios, balconies, garages, parking stalls, mechanical rooms or storage areas other than closet space. The actual unit entitlement may vary slightly from the figures shown when the final Strata Plans are completed after construction.

3.2 Voting Rights

Voting Rights refers to the number of votes allotted to each Strata Lot. Each Strata Lot will have one vote in the Strata Corporation of the Development (the "Strata Corporation").

3.3 Common Property and Facilities

3.3.1 *Common Property and Facilities*

The common property is intended to be generally as shown on the preliminary Strata Plan, a copy of which is attached as Exhibit "A-1" through "A-13" of this disclosure statement. Common property and facilities will include the following:

- (i) Amenity area;
- (ii) Public art;
- (iii) Visitor parking spaces; and
- (iv) The resident manager's suite will be a common asset of the Strata Corporation as described in section 3.13 of this disclosure statement.

3.3.2 *Amenity Facilities*

The Amenity Facilities being constructed by the Developer as part of the Development may include the following:

- Lounge/Social Room
- Exercise Room
- Men's/Women's Change/Washrooms
- Mail Room
- Resident Manager's Suite (see Section 3.13 of this disclosure statement for further details).

3.3.3 It is intended that the Amenity Facilities will be completed on or before July 2, 2013.

3.3.4 The Developer intends to cause the Strata Corporation to enter into an Amenity Facilities Use and Operating Agreement giving the Developer the non-exclusive right to use the Amenity Facilities for the purposes of marketing the Strata Lots in the Development. Additionally, the Developer will be entitled to permit Polygon Realty Limited to use the Amenity Facilities for marketing developments of developers affiliated with the Developer. The Amenity Facilities Use and Operating Agreement will expire on December 31, 2013. Following submission of the Strata Plan for filing in the Land Title Office, the Strata Corporation will assume, subject to the Amenity Facilities Use and Operating Agreement, full responsibility for the control, management and administration of the Amenity Facilities in accordance with the provisions of the *Strata Property Act* and the cost of maintenance and repair of the Amenity Facilities is the responsibility of the Strata Corporation. The cost of such maintenance and repairs are included in the projected first annual operating budget of the Strata Corporation attached as Exhibit "H" to this Disclosure Statement.

3.3.5 The costs associated with the Amenity Facilities are obligations of the Strata Corporation and are included in the interim budget set out in Exhibit "F" and first annual budget set out in Exhibit "H". The common expenses are paid by the Owners

of the Strata Lots as part of their monthly assessments as detailed in Exhibit "G" and Exhibit "I" respectively, which are in proportion to their unit entitlement.

3.4 Limited Common Property

3.4.1 Limited Common Property includes areas within the common property, which are intended to be used by one or more Strata Lot owners.

3.4.2 Generally, the owner(s) of a Strata Lot is responsible for the cost of maintaining and repairing Limited Common Property designated for their exclusive use. The Strata Corporation's duty to repair and maintain Limited Common Property is restricted to:

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year;
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

3.4.3 The Developer will designate Limited Common Property upon deposit of the final Strata Plans. These proposed areas are shown on the preliminary Strata Plans in Exhibits "A-1" through "A-13" inclusive, but generally include all patios and balconies appurtenant to each Strata Lot. Such designations may only be removed by unanimous vote of the members of the Strata Corporation. Purchasers should refer to the Bylaws and particularly to Standard Bylaw 8, to review the provisions regarding repair and maintenance responsibilities and costs.

3.5 Bylaws

3.5.1 The Bylaws proposed for the Strata Corporation are those Standard Bylaws set out in the *Strata Property Act* as amended by the changes set out in the proposed Form Y of the *Strata Property Act* attached as Exhibit "E" to this disclosure statement. The *Strata Property Act* containing the Standard Bylaws can be viewed at the following website address <http://www.qp.gov.bc.ca/statreg/>.

3.5.2 The following bylaws contain restrictions as follows:

- (a) Bylaw 40: resale advertising restrictions; and
- (b) Bylaw 43: pet restrictions.

3.6 Parking Stalls and Storage Lockers

The parking areas and residential storage lockers will be Common Property of the Strata Corporation, but they will be subject to two (2) leases in favour of Polygon Parking Limited.

The first lease (the "Parking Stall and Residential Storage Locker Lease") attached as Exhibit "L" to this disclosure statement will cover:

- (i) residential parking stalls excluding the nine (9) residential parking stalls which are wheelchair accessible (the "WA Parking Stalls") located on parking level P2;
- (ii) residential storage lockers; and
- (iii) visitor parking stalls.

The second lease (the "WA Parking Stall Lease") attached as Exhibit "M" to this disclosure statement will cover:

- (i) The WA Parking Stalls pursuant to the WA Parking Stall Lease can only be assigned to Strata Lots 5, 11, 18, 25, 32, 39, 46, 53, and 60 which are wheelchair accessible Strata Lots (the "WA Strata Lots").

3.6.1 *The Parking Stall and Residential Storage Locker Lease*

The Parking Stall and Residential Storage Locker Lease will be in substantially the form attached as Exhibit "L" to this disclosure statement. The leased area will be approximately as shown in Schedule A to Exhibits "L". The Developer may change the configuration and size of the leased area prior to filing the Parking Stall and Residential Storage Locker Lease without compensation to purchasers of the Strata Lots or the Strata Corporation.

3.6.1.1 Polygon Parking Limited will assign its rights under the Parking Stall and Residential Storage Locker Lease with respect to the visitor parking stalls to the Strata Corporation.

3.6.1.2 Polygon Parking Limited may partially assign its rights under the Parking Stall and Residential Storage Locker Lease to purchasers of Strata Lots. No owner or occupant of a Strata Lot will have the right to use any storage locker or parking stall unless one is assigned to the Strata Lot Owner under the Parking Stall and Residential Storage Locker Lease. The forms of the partial assignments (the "Assignments") are attached as Schedules "B" and "C" to Exhibit "L" to this disclosure statement. Polygon Parking Limited may charge a "one-time" fee for the Assignments. The Assignments may include one or more parking stalls or residential storage locker. When purchasers subsequently sell their Strata Lot, they can further assign their interest in a parking stall or stalls and/or residential storage locker to their buyer in accordance with the terms of the Parking Stall and Residential Storage Locker Lease.

3.6.1.3 The parking stalls and residential storage lockers will be located generally within the areas shown on the sketch plan attached as Schedule "A" (the "Parking Stall and Residential Storage Locker Area Plan") to Exhibit "L" attached to this disclosure

statement. The parking stalls may be small car or regular sized stalls, and the size of stall assigned to a purchaser will be at Polygon Parking Limited's sole discretion.

3.6.1.4 The Parking Stall and Residential Storage Locker Lease will be for a term ending on the earlier of the date the Strata Corporation is dissolved or upon wind up of the Strata Corporation.

3.6.1.5 The Strata Corporation will assume full responsibility for the management and administration of the parking stalls and residential storage lockers, subject to the Parking Stall and Residential Storage Locker Lease. The cost of maintenance and repair of the parking stalls and residential storage lockers is the responsibility of the Strata Corporation, and is included in the budgets attached to this disclosure statement.

3.6.2 The WA Parking Stall Lease

3.6.2.1 The WA Parking Stall Lease will be in substantially the form attached as Exhibit "M" to this disclosure statement. The leased area will be approximately as shown in Schedule A to Exhibits "M". The Developer may change the configuration and size of the leased area prior to filing the WA Parking Stall Lease without compensation to purchasers of the Strata Lots or the Strata Corporation.

3.6.2.2 Polygon Parking Limited may partially assign its rights under the WA Parking Stall Lease to only to purchasers of the WA Strata Lots. No owner or occupant of a WA Strata Lot will have the right to use any WA Parking Stall unless one is assigned to the Strata Lot Owner under the WA Parking Stall Lease. The form of the partial assignment (the "Assignment") is attached as Schedule "B" to Exhibit "M" to this disclosure statement. Polygon Parking Limited may charge a "one-time" fee for the Assignments. The Assignments may include one or more parking stalls. When purchasers subsequently sell their WA Strata Lot, they can further assign their interest in a parking stall or stalls to their buyer of the WA Strata Lot in accordance with the terms of the WA Parking Stall Lease.

3.6.2.3 The WA Parking Stalls will be located generally within the areas shown on the sketch plan attached as Schedule "A" (the "Parking Stall Plan") to Exhibit "M" attached to this disclosure statement. The size of stall assigned to a purchaser will be at Polygon Parking Limited's sole discretion.

3.6.2.4 The WA Parking Stall Lease will be for a term ending on the earlier of the date the Strata Corporation is dissolved or upon wind up of the Strata Corporation.

3.6.2.5 The Strata Corporation will assume full responsibility for the management and administration of the WA Parking Stalls, subject to the WA Parking Stall Lease. The cost of maintenance and repair of the WA Parking Stalls is the responsibility of the Strata Corporation, and is included in the budgets attached to this disclosure statement.

3.7 Furnishings and Equipment

No furnishings, equipment or appliances are included in the purchase price of a strata lot unless specifically agreed in the contract of purchase and sale.

3.8 Budget

- 3.8.1 A copy of the Interim Operating Budget of the Strata Corporation is attached as Exhibit "F".
- 3.8.2 Each Strata Lot's monthly allocation of the estimated operating expenses and contribution to the Contingency Reserve Fund based in the Interim Operating Budget is shown by Exhibit "G".
- 3.8.3 A copy of the First Annual Operating Budget of the Strata Corporation is as shown by Exhibit "H".
- 3.8.4 Each Strata Lot's monthly allocation of the estimated operating expenses and contribution to the Contingency Reserve Fund based on the First Annual Operating Budget is shown by Exhibit "I".
- 3.8.5 The Developer will make a one time contribution to the Contingency Reserve Fund in an amount which is 5% of the estimated operating expenses as set out in the Interim Operating Budget as shown in Exhibit "F".
- 3.8.6 Pursuant to the *Strata Property Act*, the Developer will pay the Strata Corporation's expenses up to the end of the month in which there is the first conveyance of a Strata Lot to a purchaser. The owner(s) of each Strata Lot will pay their monthly allocation of the estimated interim expenses and contribution to the contingency reserve fund as set out in Exhibit "F" attached to this disclosure statement commencing on the 1st of the month after the first conveyance. The Developer must pay the interim budget estimate operating expenses and contribution in respect of each Strata Lot the Developer owns until they are subsequently sold.

3.9 Utilities and Services

Each purchaser will be responsible for individual Strata Lot hookup with communications and utilities suppliers

- a) Strata Lots are individually metered for consumption of electricity.
- b) The wires, cables and other equipment for the provision of telephone, cablevision and certain other future telecommunication services will be owned by the supplier of such services and such wires, cables and other equipment will not form part of the common property.
- c) Enterphone and Security - The access enterphone system and security camera system will be leased on a 66 month period. The Strata Corporation will be responsible for the monthly fees which have been included in the Interim and First Annual Operating Budgets attached as Exhibits "F" and "H" respectively to this disclosure statement. The lessor's standard terms and conditions for a lease to purchase the system will apply.
- d) Terasen Gas - The cost of natural gas to the Development will be a common expense to the Strata Corporation and has been included in the interim operating budget and the first annual operating budget set out in Exhibit "F" and Exhibit "H" respectively to this disclosure statement.

- e) Either one or more of gas or electricity may be used in the Development for domestic hot water and space/ventilation heating/kitchen appliances.
- f) Garbage Compactor - The garbage compactor system will be leased. The Strata Corporation will be responsible for the monthly fees which the cost has been included in the interim operating budget and the first annual operating budget set out in Exhibit "F" and Exhibit "H" to this Disclosure Statement. The contractor's standard terms and conditions for a lease to purchase the system will apply.
- g) The Developer has not entered into any contracts with respect to the provision of utility services to the Development other than as set out in this disclosure statement.

3.10 Strata Management Contracts

- 3.10.1 The Developer intends to cause the Strata Corporation to enter into an Agency Agreement generally in the form attached as Exhibit "J" to appoint Martello Property Management as the property management firm. The management firm is not affiliated with the Developer. The Agency Agreement may be cancelled after 2 months notice if the cancellation is first approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or "special" general meeting. The Agency Agreement will terminate on the date which is 4 weeks following the date of the second annual general meeting of the Strata Corporation.
- 3.10.2 The Developer has not entered into any contracts with respect to the Development other than the contracts described in this disclosure statement. The Developer intends to enter into, or cause the Strata Corporation to enter into, or to assume, the following agreements:
 - (a) First Year Landscaping – The Developer may cause the Strata Corporation to enter into a landscape maintenance contract providing for the maintenance of the landscaping for one year. The cost of this contract is included in the Interim Budget and First Annual Operating Budget of the Strata Corporation set out respectively in Exhibit "F" and Exhibit "H" attached to this disclosure statement;
 - (b) Building Envelope Inspections – The Developer may enter into a contract for the building envelope review on behalf of the Strata Corporation. If the Developer does so, the contract would be between the Strata Corporation and the reviewing envelope professional. A condition of the contract would be that the reviewing envelope professional be permitted access to the Development to perform envelope reviews.
 - (c) Common Facilities Use and Operating Agreement.
 - (d) An agreement for the services of a Resident Manager as more particularly set out in Section 3.13.5 of this disclosure statement;
 - (e) A purchase and sale agreement for the Resident Manager's Suite as more particularly set out in Section 3.13.2 of this disclosure statement;

- (f) Enterphone / Security System Maintenance, Monitoring, Purchase and Lease Agreement as more particularly set out in Section 3.9;
- (g) The Parking Stall and Residential Storage Locker Lease as more particularly set out in Section 3.6. of this disclosure statement;
- (h) The WA Parking Stall Lease as more particularly set out in Section 3.6 of this disclosure statement;
- (i) Elevator Servicing Agreement;
- (j) Elevator Emergency Phone Monitoring and Rental Agreement,
- (k) Maintenance and Rental Agreement or Agreements with respect to common property equipment;
- (l) Fire Alarm System Monitoring Agreement;
- (m) Private Garbage/Waste Removal Agreement;
- (n) Sales Centre Lease as more particularly described in Section 7.5 of this disclosure statement;
- (o) Exercise Equipment/Maintenance Lease Agreement providing exercise equipment to furnish the exercise room in the Development, the cost of which is included in the Interim Operating Budget and First Annual Operating Budget attached as Exhibit "F" and Exhibit "H" respectively to this disclosure statement. Although the cost of the Exercise Equipment/Maintenance Lease Agreement has been included in the First Annual Operating Budget the Developer will be contributing the first two (2) years of the Lease, therefore the fees will not commence until the final two years of the Lease;
- (p) Stormwater Management Agreement to guarantee the provision and continuing operation of the Development's Storm Management System;
- (q) Electrical Maintenance Agreement, there will be a maintenance agreement (operating permit) between the Developer and a certified electrical contractor in compliance with Directive D-E3 078017 issued by the BC Safety Authority and the City of Burnaby Bulletin prior to occupancy permit; and
- (r) Any unregistered agreements required by the City in order to approve all development, building and occupancy permits in respect of the development of the Lands and the reconfiguration or airspace subdivision of the Lands.

3.11 Insurance

- (a) The Developer will place in the name of the Strata Corporation full replacement insurance coverage for major perils including earthquake (if readily available), fire, lightning, smoke, windstorm, hail, explosions, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts on completion of the Development for:
 - (i) Common Property
 - (ii) common assets;

- (iii) buildings shown on the strata plan; and
- (iv) fixtures (which for example include floor and wall coverings and electrical and plumbing fixtures, but does not include appliances) built or installed on the Strata Lot as part of the original construction by the Developer.
- (b) The Developer will place in the name of the Strata Corporation general liability insurance coverage on completion of the Development to insure the Strata Corporation against liability for property damage and bodily injury in a Comprehensive General Liability Policy in the amount of \$2,000,000.
- (c) The Strata Corporation is responsible for insuring the Common Property and Limited Common Property.
- (d) The purchaser is responsible for insuring the contents of his/her Strata Lot.

3.12 Rental Disclosure Statement

The Developer will file a rental disclosure statement *Strata Property Act* Form J with the Superintendent of Real Estate. The proposed Form J is attached as Exhibit "K" to this disclosure statement.

3.13 Resident Manager's Suite

- 3.13.1 The Developer will construct a resident manager suite (the "Resident Manager's Suite") as part of the Development. The Resident Manager's Suite will be a separate Strata Lot within the Development. The Developer intends that a resident manager residing in the Resident Manager's Suite will be responsible for the coordination of the management of the Development's property as directed by the Strata Council and Property Manager.
- 3.13.2 The Developer will cause title to the Resident Manager's Suite to be transferred to the Strata Corporation. The Property Transfer Tax, closing costs, and a down payment of twenty-five percent (25%) of the purchase price inclusive of applicable taxes such as the Goods and Services Tax or, if applicable, the Harmonized Sales Tax, for the Resident Manager's Suite have been included in the purchase price of each Strata Lot. The Developer will arrange a mortgage for seventy-five percent (75%) of the purchase price, with an institutional lender at prevailing market rates. The Mortgage will be registered against title to the Resident Manager's Suite.
- 3.13.3 The Resident Manager's Suite will be a common asset of the Strata Corporation. The Strata Corporation will be responsible for the mortgage payments, the monthly strata fees and other costs associated with the maintenance and repair of the Resident Manager's Suite including property taxes and utility assessments.
- 3.13.4 The proposed sale agreement between the Developer and the Strata Corporation will be generally as shown in Exhibit "O" although the mortgage rate and term shown will vary to reflect actual market conditions at the time of sale.

- 3.13.5 The Developer will cause the Strata Corporation to enter into an agreement for the services of the resident manager. The resident manager will not be affiliated with the Developer. The contract with the resident manager will provide that it can be cancelled on 2 months notice if the notice is first approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting. The contract with the resident manager will terminate on the date which is 4 weeks following the date of the second annual general meeting of the Strata Corporation.
- 3.13.6 All costs associated with the Resident Manager's Suite and the resident manager are included in the interim budget and first annual operating budget of the Strata Corporation attached as Exhibits "F" and "H" respectively to this disclosure statement.

4.0 **TITLE AND LEGAL MATTERS**

4.1 Legal Description

The proposed legal description is to be Strata Lots 1 to 180 inclusive of the property currently legally described as PID: 027-975-894 Lot 1 District Lot 96 Group 1 New Westminster District Plan BCP41579 (the "Lands").

4.2 Ownership

Polygon Luma Tower Ltd. is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

4.3.1 Legal notations

There are no legal notations on title at the time of the filing of this Disclosure Statement.

4.3.2 Existing Encumbrances

- a) Mortgage BB193330 in favour of the Royal Bank of Canada inter alia;
- b) Assignment of Rents BB193331 in favour of the Royal Bank of Canada inter alia;
- c) Covenant BB791828 in favour of the City of Burnaby. This covenant provides that prior to occupancy of the Lands, the Developer will place and install on the Lands, public art work in the form of hard and soft landscaping and includes provisions regarding maintenance, cleaning and repairing of the art feature. This covenant will remain on title to the common property of the Strata Corporation upon subdivision of the Lands.
- d) Priority Agreement BB791829 granting BB791828 priority over BB193330 and BB193331.
- e) Covenant BB791830 in favour of the City of Burnaby. This covenant provides that no portion of the driveway access on or to the Lands be restricted by a gate, fence or other device or anything that obstructs or restricts pedestrian or vehicular access to the driveway.

- f) Priority Agreement BB791831 granting BB791830 priority over BB193330 and BB193331.
- g) Covenant BB791832 in favour of the City of Burnaby. This covenant provides that no building or structure will be erected or constructed upon the Lands until the Developer has constructed and installed upon the Lands a storm management system. The covenant contains provisions regarding the maintenance and testing of the system.
- h) Priority Agreement BB791833 granting BB791832 priority over BB193330 and BB193331.
- i) Covenant BB791834 in favour of the City of Burnaby. This covenant provides that vehicle access to or from Kingsway be only via Arcola Street or Sperling Avenue.
- j) Priority Agreement BB791835 granting BB791834 priority over BB193330 and BB193331.
- k) Covenant BB791836 in favour of the City of Burnaby. This covenant provides that balconies, porches and decks constructed as part of the Development will be used and maintained as outdoor amenity areas and that no part of the aforementioned will be enclosed or used as indoor living space.
- l) Priority Agreement BB791837 granting BB791836 priority over BB193330 and BB193331.
- m) Covenant BB791838 in favour of the City of Burnaby. This covenant provides that the Development will include and provide for 45 visitor vehicle parking spaces, 11 of which will be allocated for the sole use of disabled persons.
- n) Priority Agreement BB791839 granting BB791838 priority over BB193330 and BB193331.

4.3.1 Financial Charges

The Developer has arranged for partial releases of the mortgage(s) and assignment(s) of rents as each Strata Lot is sold.

4.4 Proposed Encumbrances

- a) Any Statutory Right of Way, Easements, Section 219 *Land Title Act* Covenants or other agreements required by governmental authorities, public utilities, telecommunications companies and television cable service companies or other entities whether private or public to facilitate the Development or the provision of services to facilitate the Development, or to facilitate the developments of companies affiliated with the Developer;
- b) A Section 219 *Land Title Act* Covenant in favour of the City regarding 9 residential parking spaces designed to be wheelchair accessible being assigned to specific strata lots;

- c) One or more easements over the Lands in favour of owners of adjacent properties permitting a construction crane to swing over the Lands above the highest elevation of any permanent structure;
- d) The Sales Centre Lease more particularly described in Section 7.5 of this disclosure statement;
- e) Statutory Right of Way in favour of BC Hydro;
- f) A licence or a lease in favour of the Developer permitting the Developer and its contractors to access the common property for the purpose of completing construction of the common property areas; and
- g) The leases of those portions of the Lands and the Development comprising the Parking Stalls and Residential Storage Lockers in favour of Polygon Parking Limited as more particularly set out in Section 3.6 of this disclosure statement.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding contingent litigation. Other than the above encumbrances, there are no outstanding liabilities. The Strata Lots will be transferred to the purchaser free and clear of all financial encumbrances as set out in the contract of purchase and sale. The terms of the Developer's construction financing and *Personal Property Security Act* Notice provide for partial releases in respect of each Strata Lot upon the sale of each Strata Lot.

4.6 Environmental Matters

The Developer knows of no environmental matters affecting the Lands other than as addressed in any charges on title.

There are no further requirements by the municipality or other governmental authorities related to flooding or condition of the soil and subsoil.

5.0 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Construction will commence on or before July 2, 2010 and is anticipated to be completed on or before July 2, 2013.

5.2 Warranties

- (a) For the Development including the individual Strata Lots, the sole warranty to be provided will be the standard form Travelers Guarantee Company of Canada.
 - (i) 2 Year Materials & Labour,
 - (ii) 5 Year Building Envelope, and
 - (iii) 10 Year Structural Defects Warranty.

- (b) This warranty is offered pursuant to the requirements of the *Homeowner Protection Act*.
- (c) For more information on Travelers Guarantee Company of Canada's standard form of warranty's terms, conditions, exclusions and coverage limits, please contact Travelers Guarantee Company of Canada, Vancouver Branch.
- (d) Purchasers should review the Travelers Guarantee Company of Canada's standard form of warranty, particularly with respect to the commencement of the common area warranty. Generally speaking, the common area warranty will have commenced prior to the purchaser taking possession of the Strata Lot. The Purchaser should familiarize himself or herself with the details of the facts that trigger the commencement and expiry dates for all of the warranties provided.
- (e) Manufacturers' warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation respectively providing such assignment is permitted by said warranty.

5.3 Previously Occupied Building

Neither the Strata Lots nor any building in the Development have been previously occupied.

6.0 APPROVALS AND FINANCES

6.1 Development Approval

The creation of the Strata Lots has been approved in the following manner:

Development Permit PPA 09-00159

Sediment Control Permit BLD09-00391

Excavation Permit BLD09-00392

Foundation Permit BLD09-00393

- 6.1.2 The estimated date for the issuance of a full building permit for the Development is July 2, 2010.

6.2 Construction Financing

The Developer has not secured adequate financing to complete the construction of the Development. The estimated date for the issuance of a financing commitment is on or before January 2, 2010.

7.0 MISCELLANEOUS

7.1 Deposits

All monies received from a purchaser will be held in a trust account of a licensee under the *Real Estate Services Act*, a solicitor or a notary public until completion of

the transaction or earlier termination, in the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement

- 7.2.1 The Developer intends to use its standard form purchase agreement for the Development, a copy of which is attached as Exhibit "N" to this disclosure statement.
- 7.2.2 The following is a description of provisions in the purchase agreement with respect to termination:

Under the heading "AMENDED DISCLOSURE STATEMENT"

Polygon is making application for a building permit. Upon issuance of the building permit, Polygon will file an amendment to the Disclosure Statement. The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:

(a) The Purchaser may cancel this Contract for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

(b) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her option cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel this Contract for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse or the general layout of the development is materially changed by the issuance of the building permit;

The above describes the circumstances in which a purchaser may terminate if the Developer does not provide an amendment to the disclosure statement describing the issuance of a building permit and if the building permit materially changes the layout or size of the Strata Lot being purchased, the construction of a major common facility or the general layout of the Development.

...Polygon is making arrangements for construction financing. Upon receipt of the financing commitment, Polygon will file an amendment to the Disclosure Statement.

The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:

(a) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her option cancel this Contract at any time after the end of that 12 months period until the required amendment is received by the Purchaser;

....

The above describes the circumstances in which a purchaser may terminate if the Developer does not provide an amendment to the disclosure statement confirming that a financing commitment has been obtained.

...In the event Polygon does not file an amended disclosure statement(s) with respect to receipt of a building permit and receipt of a financing commitment by October 1, 2010, Polygon may terminate this Contract without penalty and all deposits will be returned to the Purchaser forthwith upon notice of termination, without deduction.

This clause confirms that the Developer may terminate the contract after October 1, 2010 if the Developer does not deliver an amendment or amendments as set out therein by that date.

Under the heading "TIME OF THE ESSENCE"

Time will be of the essence and, unless this purchase and sale is completed on or before the Completion Date, or terminated in accordance with paragraph 16, Polygon may, at its option, by written notice to the Purchaser, terminate this Contract, in which event, the Deposit(s) will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies.

This clause confirms that if the purchaser does not complete on time in accordance with the Contract the Developer may terminate.

Under the heading "DEPOSIT DEFAULT"

If the Purchaser fails to pay a Deposit on or before the due date(s) set out in this Contract, the Purchaser will be deemed to be in default and Polygon may elect to cancel this Contract and on such cancellation all Deposits paid together with all accrued interest will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies including the right to recover additional damages and all outstanding Deposits payable hereunder.

This clause confirms that if the purchaser is late with a deposit the Developer may elect to cancel the Contract.

Under the heading "CONDITIONAL ACCEPTANCE":

This offer will be open for acceptance by Polygon up to 6:00 p.m. on _____, _____ and upon acceptance evidenced by Polygon signing a copy of this offer, there will be a binding Contract on the terms and conditions contained in this Contract. NOTE THAT Polygon's acceptance will be conditional upon Polygon achieving, in its sole judgment, sufficient satisfactory presales of homes in the development on or before January 31, 2010 (the "Condition Date"). In addition, Polygon at its sole discretion may elect to extend the Condition Date by 30 days (the "Extended Condition Date"). This condition is for the sole benefit of Polygon and may be waived by Polygon.

Polygon will be deemed to have waived this condition unless Polygon delivers notice in writing to the Purchaser's address as shown on this Contract by 6:00 p.m. on the Condition Date stating that Polygon at its sole discretion has elected to extend the Condition Date to the Extended Condition Date or that the condition has not been satisfied in which event this Contract will be terminated and of no further force or effect and without recourse by either party provided that the Deposit(s) paid hereunder will be repaid to the Purchaser without deduction together with interest on such Deposit(s) at the rate of 1.5% per annum concurrently with the delivery of such notice.

This clause confirms that the Developer's acceptance of the offer to purchase is conditional upon the events set out above, and unless the condition is waived or deemed to be waived as set out above, the Contract will be terminated.

- 7.2.3 The following is a description of provisions in the purchase agreement that allow for an extension of time for completing the purchase agreement, including whether the Developer or purchaser may require or refuse an extension, and whether the Developer may seek a fee or increased purchase price in order to agree to an extension, and any other extension provisions:

Under the heading "COMPLETION"

...This estimated date may be extended by Polygon in order to complete construction of the Home to a date not later than six (6) months after such estimated date....

This clause confirms that the Developer's estimated date for the Completion Date may be extended up to six months in order to complete construction of the Home.

Under the heading "CLOSING IN ESCROW":

...If the strata plan is not fully registered on or before the Completion Date, the Purchaser and Polygon agree to extend the Completion, Adjustment, and Possession Dates as set out in Schedule "B" attached.

This clause confirms that if the title for the Strata Plan has not been fully registered, the Escrow Closing provisions in Schedule "B" to the Contract will apply. For details, see Schedule "B" to the Contract of Purchase and Sale, a copy of which is attached to this disclosure statement.

Under the heading "DELAY":

Polygon at its sole option, may, by written notice delivered to the Purchaser not later than thirty (30) days prior to the Completion Date, extend the Completion, Adjustment and Possession Dates for a maximum of six (6) months.

Pursuant to this clause, the Developer may extend the Completion Date for a maximum of six months at the Developer's sole option.

Under the heading "FORCE MAJEURE":

Notwithstanding the above paragraph, if completion of the construction of the Home is delayed as a result of a strike, lockout, labour unrest, inability to obtain or delay in delivery of labour or materials, or other cause or event beyond Polygon's reasonable control, then the Completion, Adjustment and Possession Dates will be extended for a period equivalent to such period or periods of delay. Polygon will give the Purchaser notice of such delay within thirty (30) days after the delay or delays occur. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties.

This clause addresses extensions where the delays are beyond the Developer's control.

- 7.2.4 The following is a description of provisions in the purchase agreement for assigning to a new purchaser and whether the Developer may refuse to allow an assignment or seek a fee in order to agree to an assignment:

Under the heading "NO ASSIGNMENT":

...Polygon will be required to execute closing documents only in the name of the Purchaser as stated above.

The Developer may refuse to allow assignments.

- 7.2.5 The following is a description of provisions in the purchase agreement with respect to whether the purchaser or the Developer receives interest on the deposit monies:

Under the heading "DEPOSIT":

...The Deposit(s) will be held in an interest bearing trust account with interest payable to Polygon.

This clause provides that interest on the Deposit will be payable to Polygon.

Under the heading "CONDITIONAL ACCEPTANCE":

...Polygon will be deemed to have waived this condition unless Polygon delivers notice in writing to the Purchaser by 6:00 p.m. on the Condition Date stating that Polygon at its sole discretion has elected to extend the Condition Date to the Extended Condition Date or that the condition has not been satisfied in which event this Contract will be terminated and of no further force or effect and without recourse by either party provided that the Deposit(s) paid hereunder will be repaid to the Purchaser without deduction together with interest on such Deposit(s) at the rate of 1.5% per annum concurrently with the delivery of such notice.

This clause provides that if the Contract is terminated as described in the paragraph under the heading "Conditional Acceptance", Polygon will pay interest on the Deposit as set out in that paragraph.

7.3 Developer's Commitments

7.3.1 The Developer has made no commitments other than those specified in this disclosure statement to be met after the completion of the sale of the Strata Lots. The Developer has committed to:

- (a) complete landscaping;
- (b) complete the South side of Arcola Street to a boulevard standard and a finished curb on the North side of Arcola Street;
- (c) complete off-site works, part of which will be in the vicinity of the Development.

7.3.2 The Developer has posted irrevocable automatically renewing Letters of Credit in favour of the City in amounts estimated by the City and the Developer to be sufficient to complete the above commitments.

7.3.3 The Developer may not have completed construction of the common property areas at occupancy of the Strata Lots. The Developer will cause the Strata Corporation to grant a licence or a lease in favour of the Developer to complete construction of the common property of the Development. There will be security posted with the City with respect to that remaining work.

7.4 Other Material Facts

The above ground powerlines are not the responsibility of the Developer, it is unknown when or if the City of Burnaby will move the powerlines underground.

The Developer knows of no other material facts other than those disclosed in this disclosure statement that could reasonably be expected to affect the value, price or use of the Strata Lots or the Development.

7.4.1 Elevator Noise/Vibrations and Ambient Noise

There may be some noise and vibrations associated with the elevators and there may be some ambient street and adjacent property noise.

7.5 Marketing

Concurrently with submission of the Strata Plans for filing in the Land Title Office, the Developer will enter into a lease with Polygon Realty Limited (the "Sales Centre Lease") giving Polygon Realty Limited the right to use and maintain a portion of the Lands and Development (the "Sales Centre"). The Sales Centre Lease will permit Polygon Realty Limited to use the Sales Centre for the purpose of marketing the Development and any developments of affiliated companies. The Sales Centre Lease will also permit Polygon Realty Limited the right to use and maintain any Strata Lots within the Development for the purpose of marketing the Development and any developments of affiliated companies.

The Sales Centre Lease will expire on December 31st 2013. The Sales Centre Lease will allow for marketing signage within the Common Property to locate the units used for marketing. The Developer will also cause the Strata Corporation to enter into an agreement permitting the Developer to use the Common Property of the Development for the purposes of marketing the Development and any developments developed by affiliated companies even without a Sales Centre being located on the Development.

The Developer will also cause the Strata Corporation to enter the Amenity Facilities Use and Operating Agreement for the purposes of marketing the Strata Lot. Also see Bylaw 30 of Form Y, Owner Developer's Notice of Different Bylaws attached as Exhibit "E" to this disclosure statement.

7.6 Conditional Acceptance Clause

The purchase agreement contains a conditional acceptance clause in which the Developer has the right to terminate the purchase agreement on the terms set out therein if, in the Developer's sole judgment, sufficient presales of the Strata Lots have not been achieved prior to a specified date. See Exhibit "N" attached to this Disclosure Statement.

7.7 Approvals Required Prior to Some Kinds of Alterations to Strata Lots

Prior to making alterations to a Strata Lot, an Owner of a Strata Lot should confirm whether there are any requirements of the Strata Corporation and municipal and other governmental authorities applicable to the kind of alteration the Owner wishes to make, and then obtain relevant approvals and meet the requirements. The bylaws of the Strata Corporation contain restrictions and requirements, including approval requirements, with respect to some kinds of alterations to Strata Lots. In addition, there may be municipal or other governmental requirements, including approval requirements, with respect to some kinds of alterations to Strata Lots. These municipal or other governmental requirements may be specified in municipal bylaws or arise as a result of the content of charges on title to the Strata Lot relating to the buildings, density, development approval, or other matters.

Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this disclosure statement is deemed to have relied on any false or misleading statement of 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 Act.

The forgoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of October 2nd 2009.

DEVELOPER:

POLYGON LUMA TOWER LTD.

by its authorized signatories

Per: _____

Neil Chrystal

Per: _____

Robert Bruno

DIRECTORS:

Neil Chrystal, Director

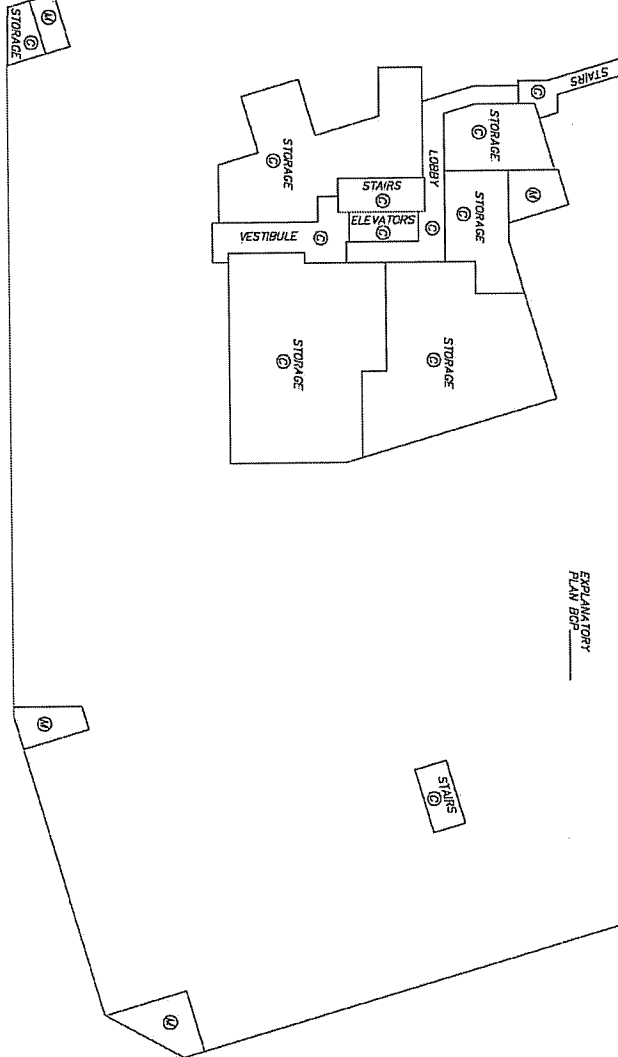
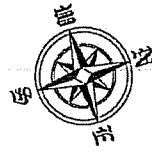
Robert Bruno, Director

PRELIMINARY STRATA PLAN



PARKING LEVEL P2

SCALE 1:300 DISTANCES ARE IN METRES

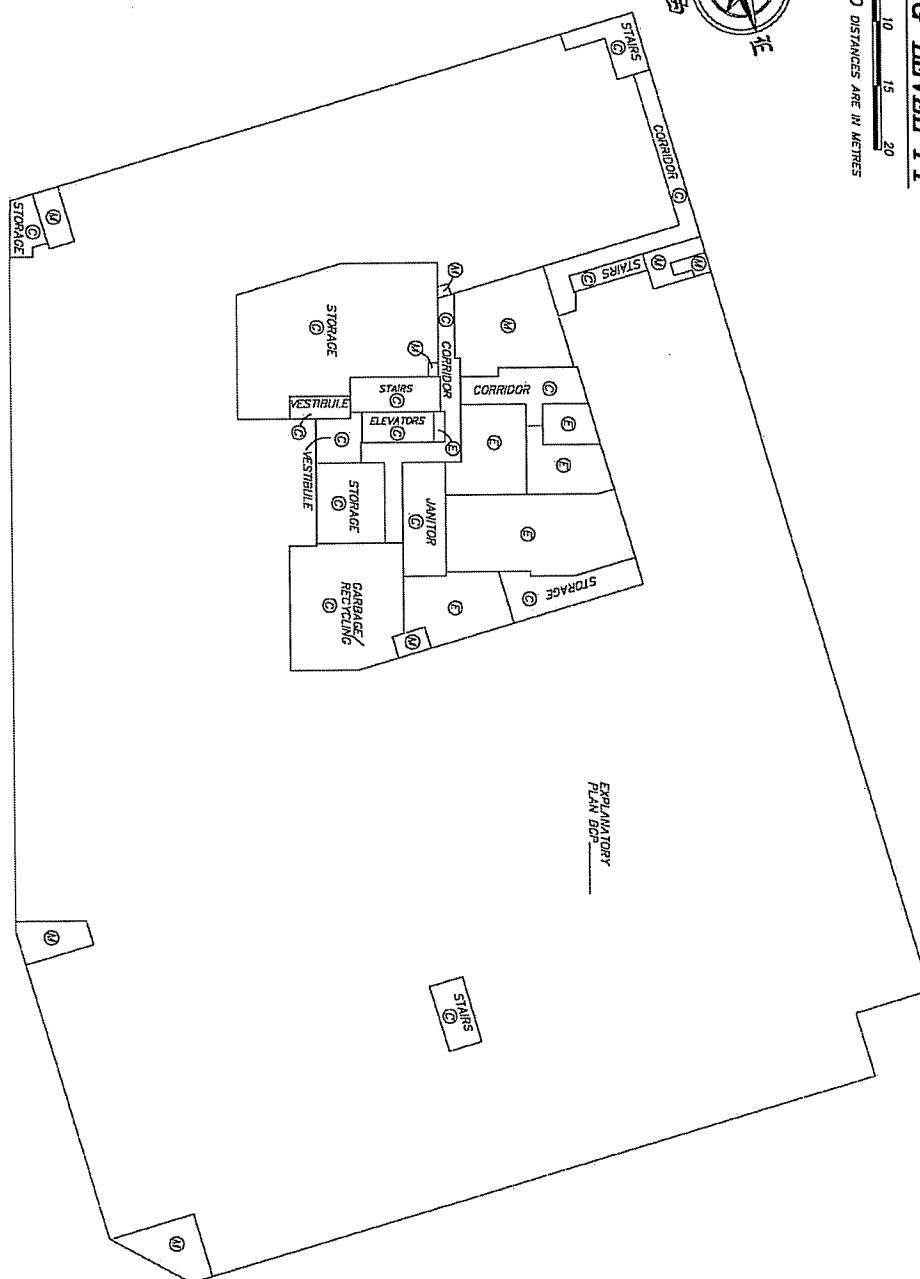


EXPLANATORY
PLAN BOP

SHEET 2 OF 13 SHEETS

SEPTEMBER 29, 2029
BUTLER SANDWICH
FILE 3659 STRATA-PRE
DWG 3659-SP Rev1

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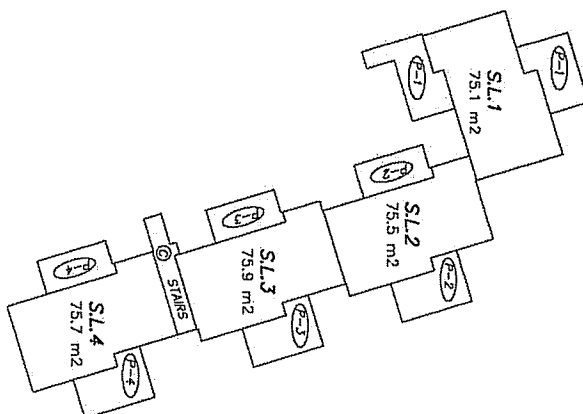
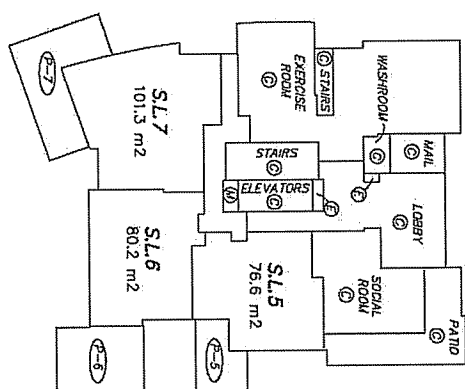
SHEET 3 OF 13 SHEETS

SEPTEMBER 29, 2009
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DWC:3659-SP Row:1

FLOOR PLAN

LEVEL 1

SCALE 1:300 DISTANCES ARE IN METRES



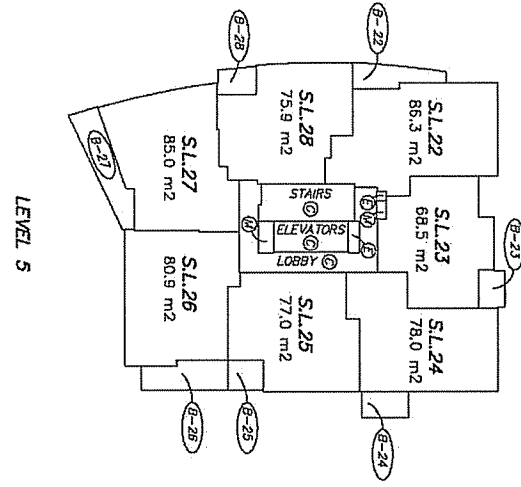
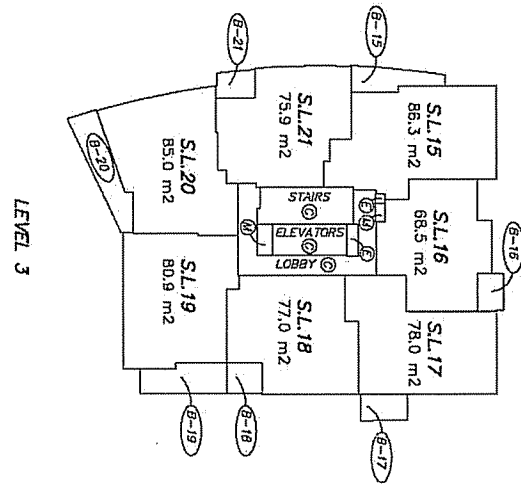
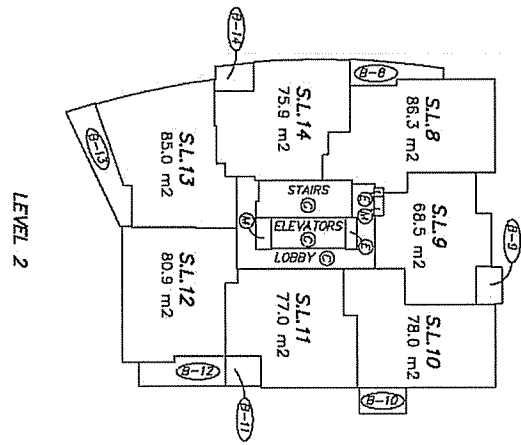
SEPTEMBER 10, 2009
 BUTLER, SUNDWICK
 FILE 3659 STRATA-PRE
 DWS-3659-Sp Rev.1

FLOOR PLANS

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SCALE 1:300 DISTANCES ARE IN METRES



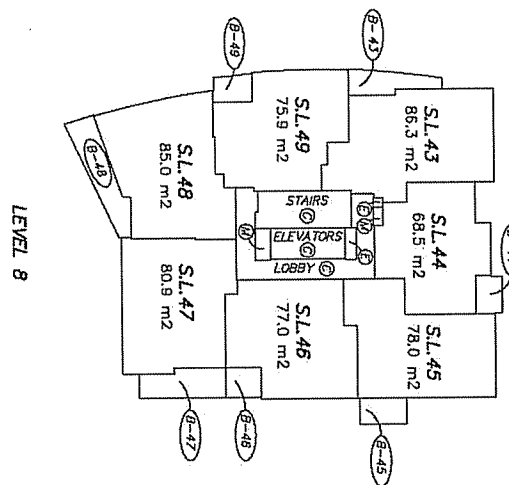
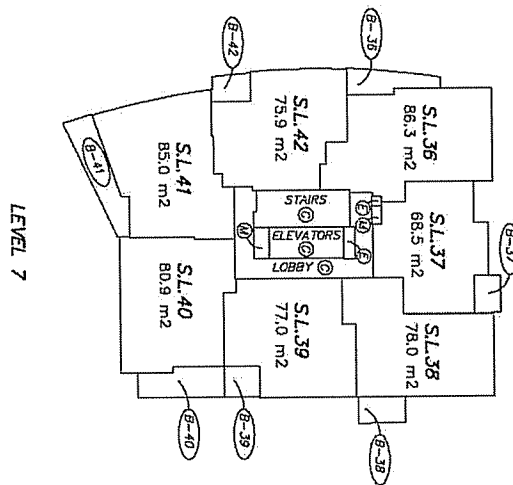
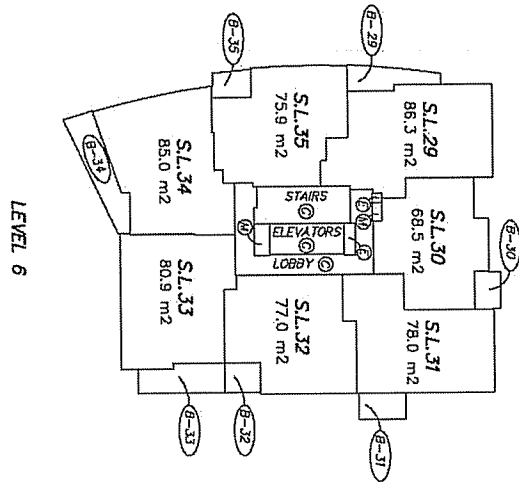
SHEET 5 OF 13 SHEETS



SEPTEMBER 18, 2009
BUTLER, SUNSHINE
FILE 35591 STRATA-PRE
DWG. 3559-SP Rev.1

FLOOR PLANS

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SCALE 1:300 DISTANCES ARE IN METRES



SEPTEMBER 16, 2009
BUTLER, SUNDWICK
FILE 3659 STRATA-PRE
DWG 3659-SP Rev.1

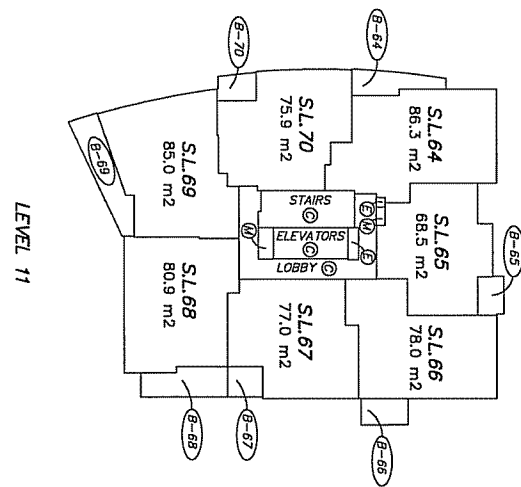
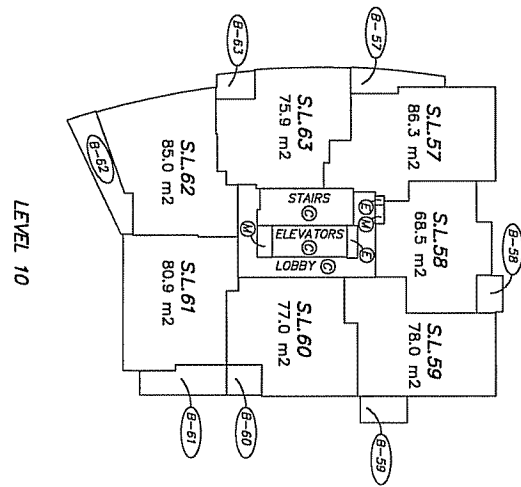
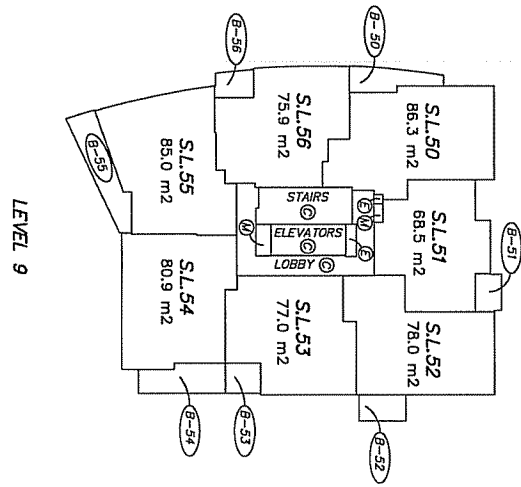
SHEET 6 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES



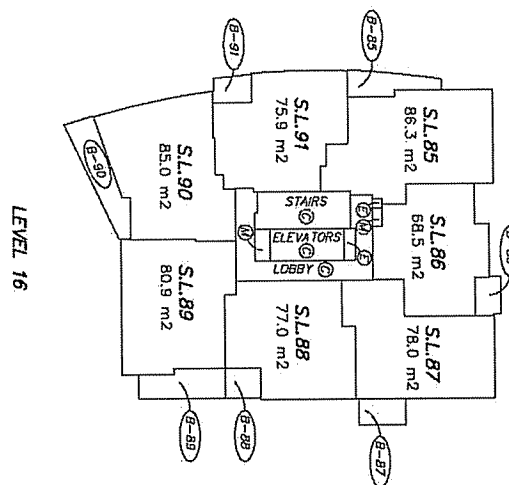
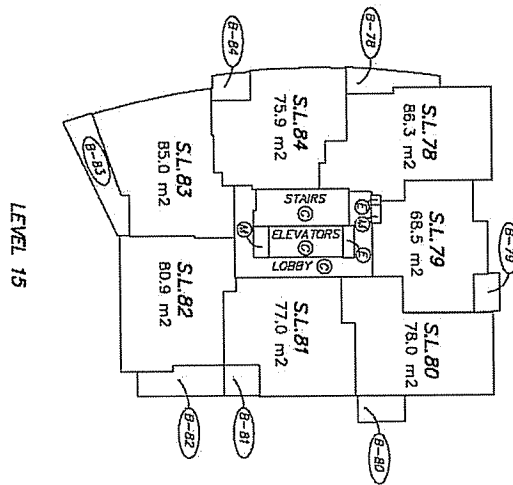
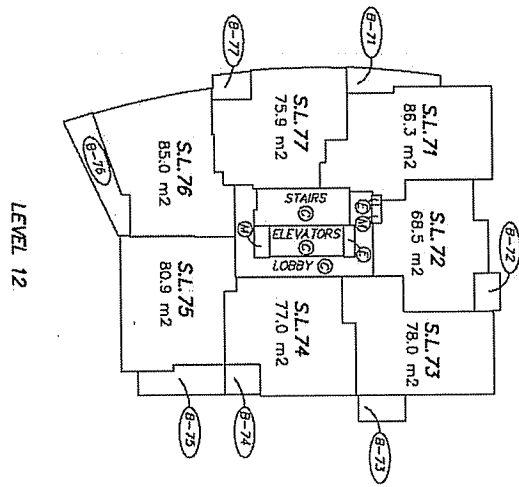
SHEET 7 OF 13 SHEETS



SEPTEMBER 16, 2009
BUILDING STANDARDS
FILE 35521 STRATA - PRE
DWG. 3552-SP Rev.1

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES

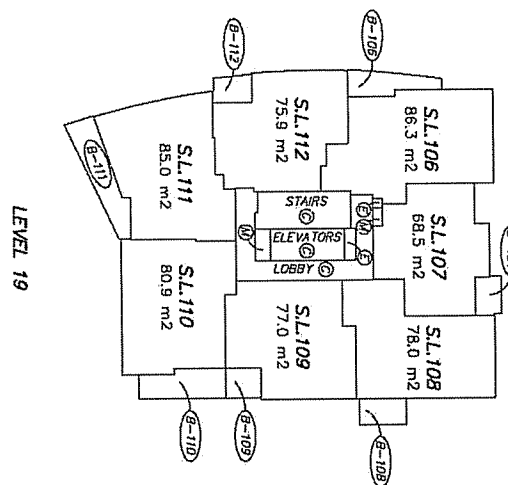
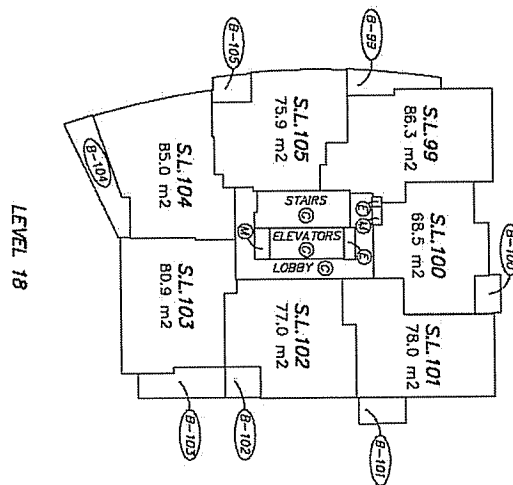
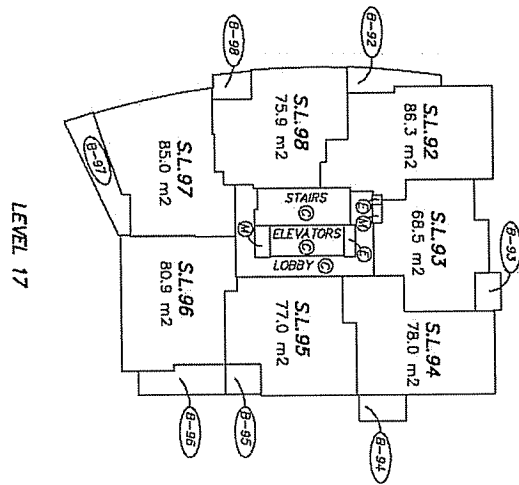


SEPTEMBER 16, 2009
BUTLER, SUNDWICK
FILE 3659 STRATA-PRE
DWG 3659-SP Rev.1

SHEET 8 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES

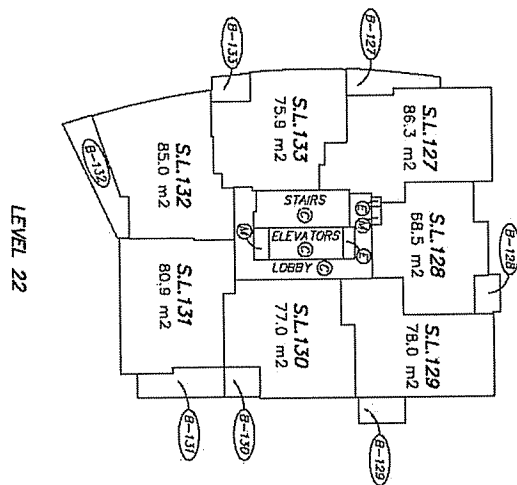
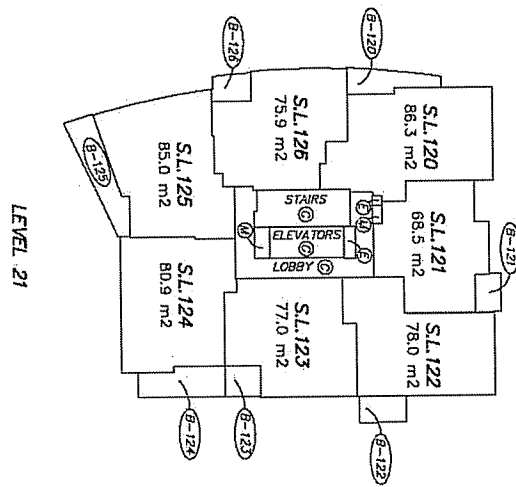
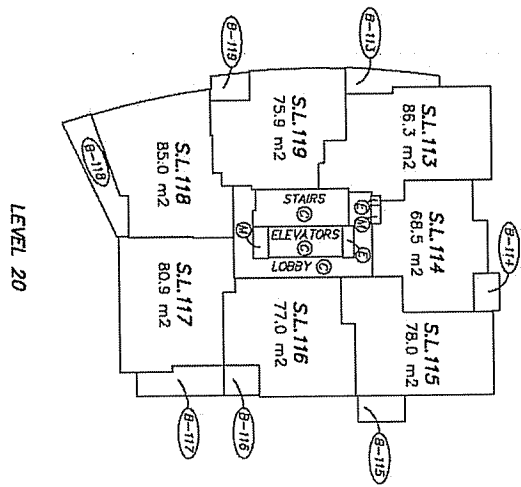


SEPTEMBER 10, 2009
BUTLER, SYDNEY
FILE 3659 STRAIN-PRE
DWG 3659-SP Rev1

SHEET 9 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES

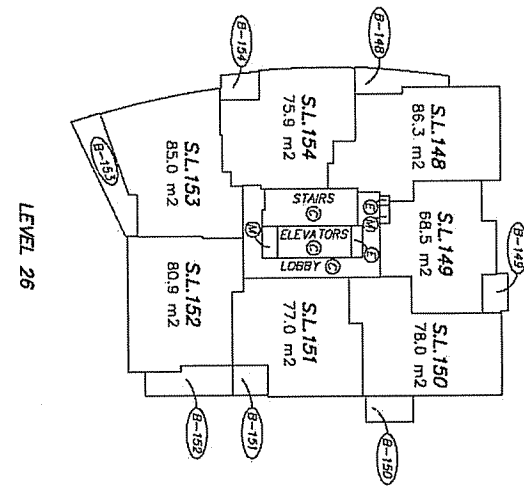
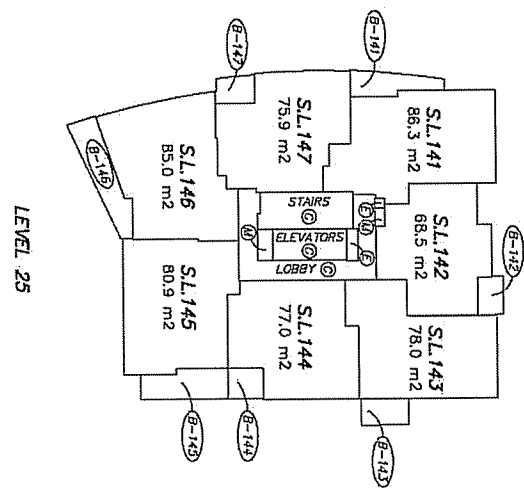
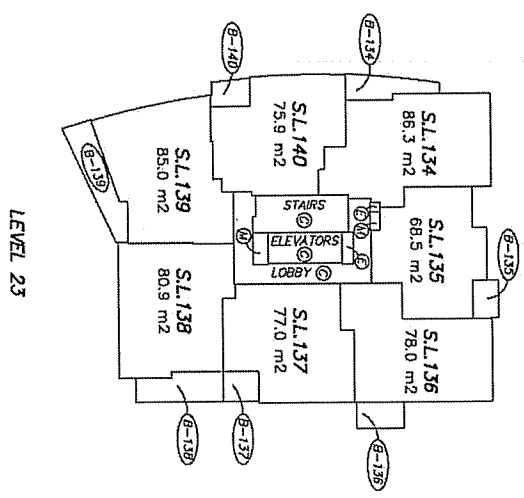


SEPTEMBER 16, 2009
BUTLER, SANDWICK
FILE 3659, SYDNEY - PRE
DNR 3659, SY 16541

SHEET 10 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES

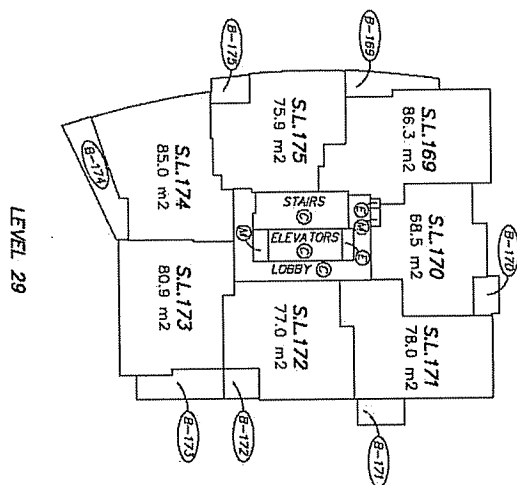
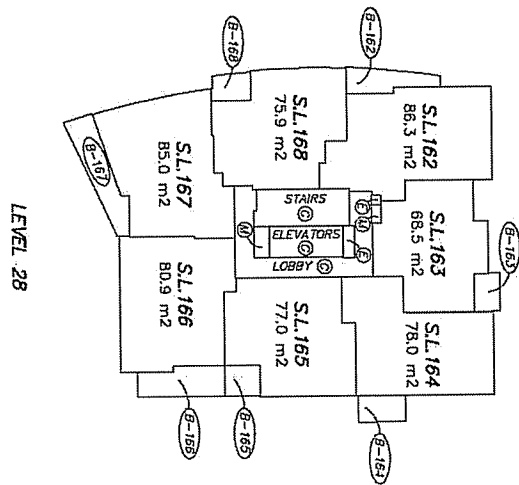
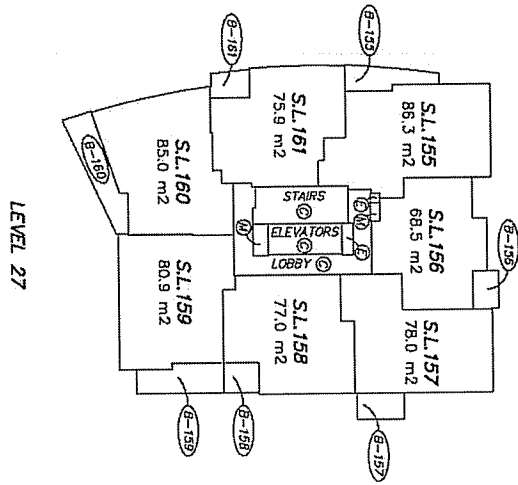


SEPTEMBER 16, 2009
BUTLER, SUDDOCK
FILE 3659 STRATA-PRE
DMS-3659-SP Rev.1

SHEET 11 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES

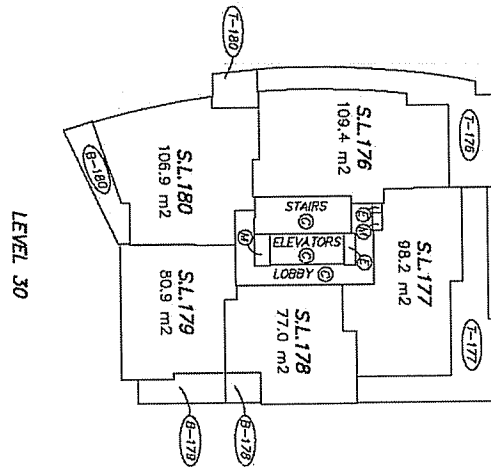


SEPTEMBER 16, 2009
BUTLER, SUWONICK
FILE 3659 \SUNRAH-PRE
DWG-3659-SP-New1

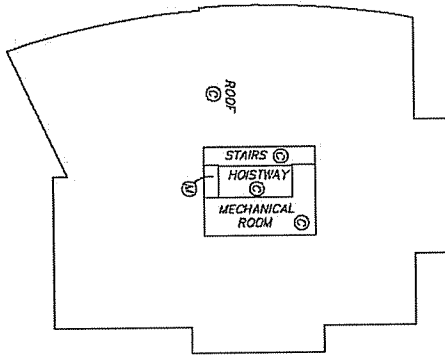
SHEET 12 OF 13 SHEETS

FLOOR PLANS

0 5 10 15 20
SCALE 1:300 DISTANCES ARE IN METRES



LEVEL 30



LEVEL 31



LEVEL 32

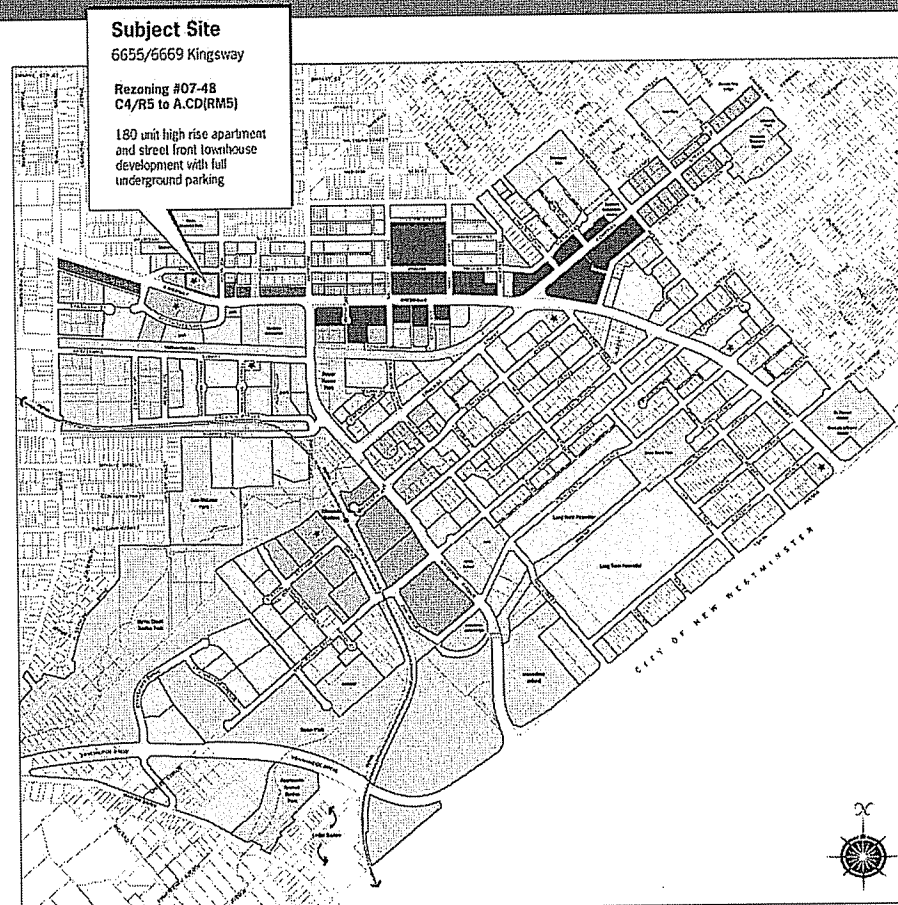
SEPTEMBER 16, 2009
BUTLER, SWANSON
ARCHITECTS
D:\16-2559-SP Rev.1

SHEET 13 OF 13 SHEETS

EXHIBIT "B"

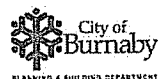
NOTIFICATION OF AREA PLAN

Notification of Area Plan



Edmonds Town Centre Plan

- | | |
|--|---|
| Core Development
(General Commercial/Residential High-Rise) | Neighbourhood Commercial |
| Village Street
(Community Commercial/Townhouses/Low-Rise Apartments) | Service Commercial |
| Residential (High Density)
(High-Rise Apartments) | Institutional
(including Seniors Housing, Churches, etc.) |
| Residential (Medium Density)
(Low-Rise Apartments) | Industrial |
| Residential (Ground-Oriented)
(Ground-oriented one and two storey townhouses/
multi-family housing) | B.C. Hydro Headquarters Complex |
| Residential (Single and Two-Family Infill)
(Potential area rezoning) | Park, School, Trail,
Ravine and Open Space Area |



PLANNING & BUILDING DEPARTMENT

THIS INFORMATION IS DIAGRAMMATIC AND IS SUBJECT TO CHANGE. FOR SPECIFIC INFORMATION, PLEASE CONTACT THE BURNABY PLANNING DEPARTMENT.

UPDATED TO MARCH, 2007

For more detailed information, contact the City of Burnaby Planning Department at 604-294-7400.

EXHIBIT "C"

NEIGHBOURING LAND USES

This sketch is provided for information only and is subject to change. Further information on the land use and zoning may be obtained from Burnaby.

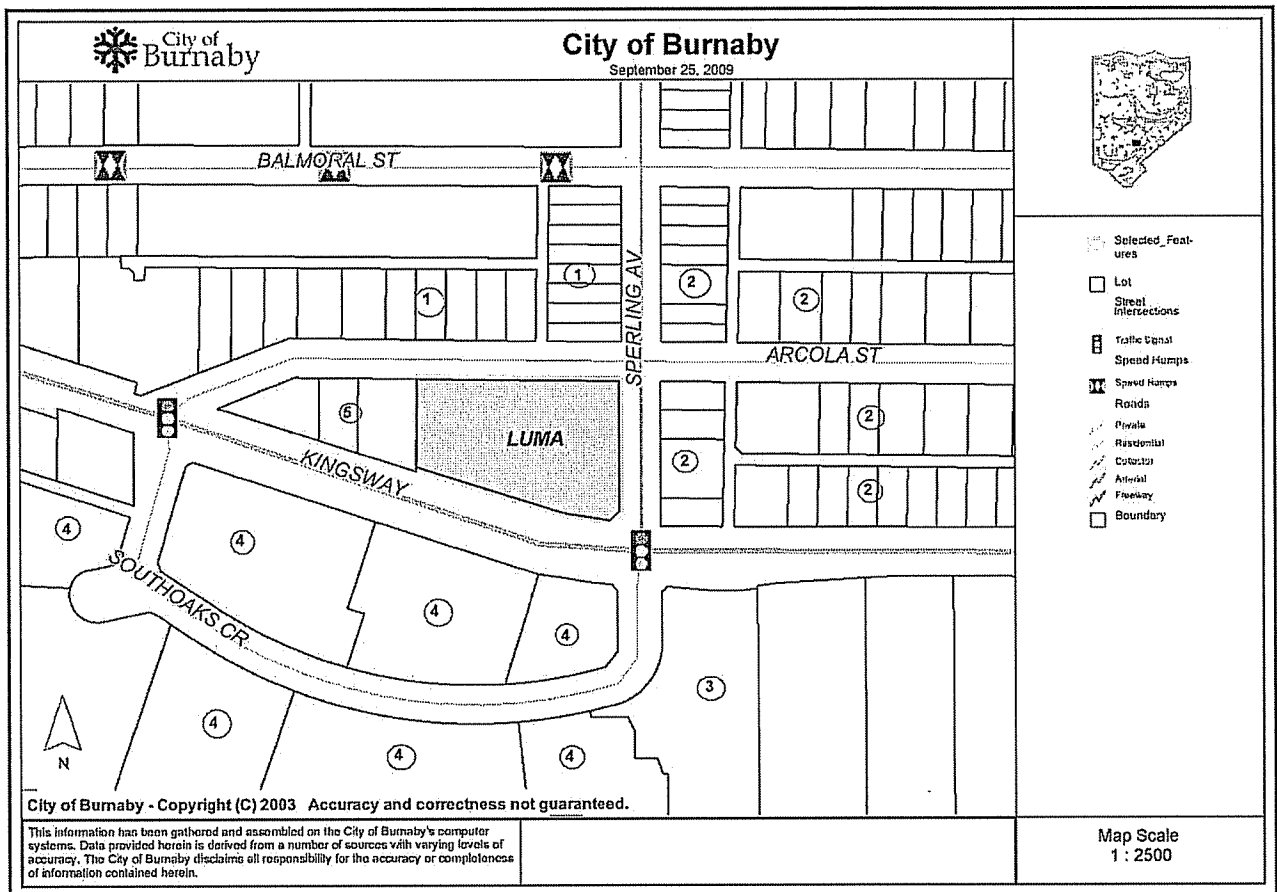


EXHIBIT "D"
PRELIMINARY

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

Strata Property Act
Form V
SCHEDULE OF UNIT ENTITLEMENT
(Section 245 (a), 246, 264)

Re: Preliminary Strata Plan

Being a Strata Plan of Lot 1,
District Lot 96 Block 8 Group 1
New Westminster District Plan BCP _____

P.I.D.:

Complete and file only the applicable form and 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, _____, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.
Date : September 10, 2009.

Signature

- ☐ (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 the Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
1	4	75.1	75	0.53
2	4	75.5	76	0.53
3	4	75.9	76	0.53
4	4	75.7	76	0.53
5	4	76.6	77	0.54
6	4	80.2	80	0.56
7	4	101.3	101	0.71
8	5	86.3	86	0.60
9	5	68.5	69	0.48
10	5	78.0	78	0.55
11	5	77.0	77	0.54
12	5	80.9	81	0.57
13	5	85.0	85	0.60
14	5	75.9	76	0.53
15	5	86.3	86	0.60
16	5	68.5	69	0.48
17	5	78.0	78	0.55
18	5	77.0	77	0.54
19	5	80.9	81	0.57
20	5	85.0	85	0.60
21	5	75.9	76	0.53
22	5	86.3	86	0.60
23	5	68.5	69	0.48
24	5	78.0	78	0.55
25	5	77.0	77	0.54
26	5	80.9	81	0.57
27	5	85.0	85	0.60
28	5	75.9	76	0.53
29	6	86.3	86	0.60
30	6	68.5	69	0.48
31	6	78.0	78	0.55
32	6	77.0	77	0.54
33	6	80.9	81	0.57
34	6	85.0	85	0.60
35	6	75.9	76	0.53

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
36	6	86.3	86	0.60
37	6	68.5	69	0.48
38	6	78.0	78	0.55
39	6	77.0	77	0.54
40	6	80.9	81	0.57
41	6	85.0	85	0.60
42	6	75.9	76	0.53
43	6	86.3	86	0.60
44	6	68.5	69	0.48
45	6	78.0	78	0.55
46	6	77.0	77	0.54
47	6	80.9	81	0.57
48	6	85.0	85	0.60
49	6	75.9	76	0.53
50	7	86.3	86	0.60
51	7	68.5	69	0.48
52	7	78.0	78	0.55
53	7	77.0	77	0.54
54	7	80.9	81	0.57
55	7	85.0	85	0.60
56	7	75.9	76	0.53
57	7	86.3	86	0.60
58	7	68.5	69	0.48
59	7	78.0	78	0.55
60	7	77.0	77	0.54
61	7	80.9	81	0.57
62	7	85.0	85	0.60
63	7	75.9	76	0.53
64	7	86.3	86	0.60
65	7	68.5	69	0.48
66	7	78.0	78	0.55
67	7	77.0	77	0.54
68	7	80.9	81	0.57
69	7	85.0	85	0.60
70	7	75.9	76	0.53
71	8	86.3	86	0.60

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
72	8	68.5	69	0.48
73	8	78.0	78	0.55
74	8	77.0	77	0.54
75	8	80.9	81	0.57
76	8	85.0	85	0.60
77	8	75.9	76	0.53
78	8	86.3	86	0.60
79	8	68.5	69	0.48
80	8	78.0	78	0.55
81	8	77.0	77	0.54
82	8	80.9	81	0.57
83	8	85.0	85	0.60
84	8	75.9	76	0.53
85	8	86.3	86	0.60
86	8	68.5	69	0.48
87	8	78.0	78	0.55
88	8	77.0	77	0.54
89	8	80.9	81	0.57
90	8	85.0	85	0.60
91	8	75.9	76	0.53
92	9	86.3	86	0.60
93	9	68.5	69	0.48
94	9	78.0	78	0.55
95	9	77.0	77	0.54
96	9	80.9	81	0.57
97	9	85.0	85	0.60
98	9	75.9	76	0.53
99	9	86.3	86	0.60
100	9	68.5	69	0.48
101	9	78.0	78	0.55
102	9	77.0	77	0.54
103	9	80.9	81	0.57
104	9	85.0	85	0.60
105	9	75.9	76	0.53
106	9	86.3	86	0.60
107	9	68.5	69	0.48
108	9	78.0	78	0.55

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
109	9	77.0	77	0.54
110	9	80.9	81	0.57
111	9	85.0	85	0.60
112	9	75.9	76	0.53
113	10	86.3	86	0.60
114	10	68.5	69	0.48
115	10	78.0	78	0.55
116	10	77.0	77	0.54
117	10	80.9	81	0.57
118	10	85.0	85	0.60
119	10	75.9	76	0.53
120	10	86.3	86	0.60
121	10	68.5	69	0.48
122	10	78.0	78	0.55
123	10	77.0	77	0.54
124	10	80.9	81	0.57
125	10	85.0	85	0.60
126	10	75.9	76	0.53
127	10	86.3	86	0.60
128	10	68.5	69	0.48
129	10	78.0	78	0.55
130	10	77.0	77	0.54
131	10	80.9	81	0.57
132	10	85.0	85	0.60
133	10	75.9	76	0.53
134	11	86.3	86	0.60
135	11	68.5	69	0.48
136	11	78.0	78	0.55
137	11	77.0	77	0.54
138	11	80.9	81	0.57
139	11	85.0	85	0.60
140	11	75.9	76	0.53
141	11	86.3	86	0.60
142	11	68.5	69	0.48
143	11	78.0	78	0.55
144	11	77.0	77	0.54
145	11	80.9	81	0.57

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement **
146	11	85.0	85	0.60
147	11	75.9	76	0.53
148	11	86.3	86	0.60
149	11	68.5	69	0.48
150	11	78.0	78	0.55
151	11	77.0	77	0.54
152	11	80.9	81	0.57
153	11	85.0	85	0.60
154	11	75.9	76	0.53
155	12	86.3	86	0.60
156	12	68.5	69	0.48
157	12	78.0	78	0.55
158	12	77.0	77	0.54
159	12	80.9	81	0.57
160	12	85.0	85	0.60
161	12	75.9	76	0.53
162	12	86.3	86	0.60
163	12	68.5	69	0.48
164	12	78.0	78	0.55
165	12	77.0	77	0.54
166	12	80.9	81	0.57
167	12	85.0	85	0.60
168	12	75.9	76	0.53
169	12	86.3	86	0.60
170	12	68.5	69	0.48
171	12	78.0	78	0.55
172	12	77.0	77	0.54
173	12	80.9	81	0.57
174	12	85.0	85	0.60
175	12	75.9	76	0.53
176	13	109.4	109	0.76
177	13	98.2	98	0.69
178	13	77.0	77	0.54
179	13	80.9	81	0.57
180	13	106.9	107	0.75
Total number of lots: 180			Total Unit Entitlement	14281

* expression of percentage is for informational purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date : _____ [month day, year]

Signature of Owner Developer
Polygon Silver Springs Development Ltd.

Signature of Superintendent of Real Estate
(if submitted under section 264 of the Act)

EXHIBIT "E"

Strata Property Act
FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
[Section 245 (d), Regulations section 14.6 (2)]

Re: Strata Plan _____ [the registration number of the strata plan],
being a strata plan of strata lots 1 to 180 inclusive of the property legally described as PID:
027-975-894 Lot 1 District Lot 96 Group 1 New Westminster District Plan BCP41579 (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 the word "or" after subsection 3(1)(d) and by adding the
following to subsection (1):

- 3(1)(f) is in contravention of any rule, order or bylaw of City of Burnaby applicable
to the strata lot, the common property or common assets, or that is in
contravention of any charge registered at the Land Title Office that
encumbers the title to the strata lot, the common property or common assets
of the strata corporation; or
- 3(1)(g) 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 deleting subsections 3(3) and (4) and replacing with the
following:

3(3) An owner, tenant or occupant shall not:

- (a) use a strata lot for any purpose which may be injurious to the
reputation of the building;
- (b) make or cause to be made any structural alteration to his strata lot, or
paint, decorate, or add to or remove any structure from the exterior of
the building or the exterior of the strata lot or add to or alter the wiring,
plumbing, piping, or other services on his strata lot, or within any
bearing or party wall or the common property without first obtaining
the written consent of the strata council; and
- (c) install any lock on any door leading to or in the strata lot without the
prior written consent of the strata council.

3. Amend bylaw 4 by adding subsection (3):

- 4(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.
4. Amend bylaw 5 by adding the following to subsection (1):
- 5(1)(h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.
5. Amend bylaw 7 by adding the following:
- 7(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.
6. Delete bylaw 30 and replace with the following:
- (1) During the time that the owner developer of the strata corporation is a first owner of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the strata lots or strata lots in a development developed by an affiliated company.
- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the Strata Plan or of strata lots in a development developed by an affiliated company up to 24 months after the date of first occupancy in the final phase of the Development.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

7. Add the following bylaws:

Bylaw 31: Strata Fees

- (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.
- (2) No barbecues other than those fueled by propane or natural gas or electricity may be used. No owner, tenant or occupant 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. Owners, tenants or occupants will be held responsible for heat damage to the building envelope.
- (3) Cycling on 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 Burnaby.

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. Owners, tenants and occupants 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, tenant or occupant 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.
- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

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, tenants, occupants and visitors
- (2) The common facilities are for the use of owners, tenants, occupants and their invited guests only. An owner, tenant or occupant must accompany guests when using these facilities.

Bylaw 37: Parking and Storage Lockers

- (1) An owner, tenant or occupant shall use only the parking stall(s) and/or storage lockers obtained by way of partial assignment of Polygon Parking Limited's rights under a lease registered in the Land Title Office against title to the common property of the strata corporation. Parking stalls and/or storage lockers cannot be utilized by any person who is not an owner, tenant or occupant within the strata corporation.
- (2) No major repairs or adjustments shall be made to motor vehicles on the common property.
- (3) Guest parking shall be permitted only in the spaces provided. Owners, tenants and occupants and/or their guests shall not use guest parking overnight without written consent of the Strata Council.
- (4) A maximum speed of 15 km/h shall apply within the common property.
- (5) Owners, tenants and occupants will be responsible for the clean up of oil spills on common property.
- (6) 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.
- (7) 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. No RV, boat, or trailer shall be permitted on the surface parking stalls at any time. The storage of any RV, boat, trailer or unlicensed vehicle shall be completely enclosed within a parking garage appurtenant to a strata lot.
- (8) All vehicles parked or stored in the parkade must be licensed, insured and operable.
- (9) 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, tenant or occupant 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) Owners, tenants or occupants are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (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, tenant or occupant conforms to the rules and regulations as established by the Strata Council from time to time.
- (2) Advertising for the resale or rental of a strata lot shall only be permitted within the boundaries of the strata corporation on Directory Trees which shall be located, supplied and maintained by the Strata Council.

Bylaw 41: Changes to Floor Finishing

- (1) An owner or owners may, with the prior written approval of the Strata Council, make changes to the floor finishing of their strata lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the Council shall give due consideration to the type and quality of the flooring and underlay in relation to the sound transmission between strata lots.
- (2) An owner, tenant or occupant of a strata lot with hard floor surfaces including wooden floors or tile floors must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:
 - (a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
 - (b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
 - (c) chair legs should be fitted with felt pads;
 - (d) avoiding activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet; and
 - (e) any noise inducing equipment should be separated from the floor with adequate cushioning.

Bylaw 42: Leasing Requirements

- (1) An owner must:
 - (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the Strata Corporation with a copy thereof.

Bylaw 43: Pets and Animals

- (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs or two cats; or one dog and one cat.
- (2) No vicious dogs are permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:
 - (a) any dog that has killed or injured
 - i. any person; or
 - ii. another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia
- (3) The owners of pets will be fully responsible for:

- (a) the behaviour of their pets,
 - (b) cleaning-up after their pets, and
 - (c) removing pet waste from the common property immediately and disposing of it in designated containers that may be specified for this purpose from time to time.
- (4) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset, except where Strata Council has designated an off-leash dog area, in which case, the dog must be under the supervision and control of a responsible individual.
 - (5) Without limiting the generality of this bylaw, if a pet is causing a nuisance or unreasonable noise, the Strata Council may, among other things, require that the pet be removed from the strata lot permanently.
 - (6) 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.
 - (7) Owners, tenants or occupants will be responsible for informing their guests or visitors about the rules concerning pets and will be responsible for cleaning-up and/or repairing damage caused by pets brought onto the common property by their guests or visitors.
 - (8) The Strata Corporation may fine an owner of a pet \$50.00 for each contravention of this bylaw.

Bylaw 44: Quorum

- (1) Pursuant to Section 48(3) of the *Strata Property Act*, if, within one ½ hour from the time appointed for an annual or special general meeting a quorum is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

Bylaw 45: Adherence to Bylaws

- (1) Owners must ensure that their tenants, occupants, guests and visitors do not contravene any bylaws applicable to the owner.

Bylaw 45: Change of Civic Addresses

- (1) Owners shall not change their civic addresses / unit numbers of their strata lots.

Dated at City of Burnaby, B.C. this day of , 20____.

Per: _____
Signature of Owner Developer
Polygon Luma Tower Ltd.

EXHIBIT "F"
Proposed Interim Operating Budget

Alarm Monitoring		\$2,280.00
Building Envelope Maintenance		
- Touchup Painting & Caulking	\$0.00	
- Building Inspection Report	\$0.00	
- Roof and Balcony Maintenance	\$0.00	
		\$0.00
Cleaning and Janitorial		\$7,569.00
Electricity		\$30,270.00
Elevator Maintenance		\$8,649.00
Fire Equipment Maintenance / Emergency Generator		\$2,703.00
Garbage/Recycling *		\$10,815.00
Gas		\$44,865.00
Insurance/Appraisal		\$45,945.00
Landscape Maintenance		\$25,680.00
Professional Fees (Legal)		\$240.00
Management Fees		\$31,352.00
Mechanical Equipment Maintenance		\$3,783.00
Postage & Photocopying		\$1,947.00
Sundry		\$756.00
Recreation Facilities/Amenities **		\$7,029.00
Repairs & Maintenance		\$6,486.00
Janitorial Supplies		\$2,160.00
Enterphone/Security System Lease ***		\$32,433.00
Window Cleaning		\$0.00
Bank Services		\$756.00
RESIDENT MANAGER SUITE****		
Strata Fees	\$2,379.00	
Mortgage (including GST, PTT & Legal)	\$22,704.00	
Property Taxes	\$1,713.00	
		\$26,796.00
RESIDENT MANAGER		
Telephone and Pager	\$1,350.00	
Wages and Benefit	\$48,648.00	
Employer Expenses (CPP, EI, WCB)	\$4,056.00	
Rent Recovery	(\$8,400.00)	

		\$45,654.00
Sub-Total Operating Expenses		\$338,168.00
Harmonized Sales Tax (H.S.T.)*****		\$37,172.00
Total Operating Expenses		\$375,340.00
Contingency Reserve Allocation (5%) *****		\$18,755.00
Total Operating Budget		\$394,095.00

Note:

This project budget was prepared in September 2009 and has not been adjusted for inflation or unforeseen increase in gas, electricity, water and sewer rates.

* Includes provision for garbage compactor lease for a period of 44 months @ \$365.13 per month.

** Includes provision for exercise equipment lease for a period of 48 months @ \$483.92 per month.

*** Includes provision for enterphone and security system lease for a period of 66 months @ \$2,628.00 per month.

**** Based on a purchase price of \$319,900 including GST, a posted rate of 5.49% for a 5-year fixed term with 20% down and a 35-year amortization period, the monthly payment is \$1,362.32.

***** British Columbia has announced that, subject to the approval of the Legislature of British Columbia and the Parliament of Canada, it plans to harmonize its provincial sales tax with the federal Goods and Services Tax effective July 1, 2010. The harmonized sales tax (HST) will apply at a rate of 12 per cent to those goods and services that are currently subject to GST. This projected budget includes a provision for the projected amount of HST which will be paid by the Strata Corporation.

***** It is anticipated that the Developer will contribute 5% of the common expenses set out in the interim operating budget to the Contingency Reserve Fund (CRF) (See Section 3.8.5 of the Disclosure Statement)

EXHIBIT "G"
Proposed Interim Monthly Contributions

Strata Lot	Unit Entitlement (Sq. m)	Unit Entitlement (Sq. ft)	Total Maintenance Fee
1	75	807	\$172.37
2	76	818	\$174.73
3	76	818	\$174.73
4	76	818	\$174.73
5	77	829	\$177.08
6	80	861	\$183.91
7	101	1,087	\$232.18
8	86	926	\$197.79
9	69	743	\$158.70
10	78	840	\$179.43
11	77	829	\$177.08
12	81	872	\$186.26
13	85	915	\$195.44
14	76	818	\$174.73
15	86	926	\$197.79
16	69	743	\$158.70
17	78	840	\$179.43
18	77	829	\$177.08
19	81	872	\$186.26
20	85	915	\$195.44
21	76	818	\$174.73
22	86	926	\$197.79
23	69	743	\$158.70
24	78	840	\$179.43
25	77	829	\$177.08
26	81	872	\$186.26
27	85	915	\$195.44
28	76	818	\$174.73
29	86	926	\$197.79
30	69	743	\$158.70
31	78	840	\$179.43

32	77	829	\$177.08
33	81	872	\$186.26
34	85	915	\$195.44
35	76	818	\$174.73
36	86	926	\$197.79
37	69	743	\$158.70
38	78	840	\$179.43
39	77	829	\$177.08
40	81	872	\$186.26
41	85	915	\$195.44
42	76	818	\$174.73
43	86	926	\$197.79
44	69	743	\$158.70
45	78	840	\$179.43
46	77	829	\$177.08
47	81	872	\$186.26
48	85	915	\$195.44
49	76	818	\$174.73
50	86	926	\$197.79
51	69	743	\$158.70
52	78	840	\$179.43
53	77	829	\$177.08
54	81	872	\$186.26
55	85	915	\$195.44
56	76	818	\$174.73
57	86	926	\$197.79
58	69	743	\$158.70
59	78	840	\$179.43
60	77	829	\$177.08
61	81	872	\$186.26
62	85	915	\$195.44
63	76	818	\$174.73
64	86	926	\$197.79
65	69	743	\$158.70
66	78	840	\$179.43
67	77	829	\$177.08
68	81	872	\$186.26
69	85	915	\$195.44
70	76	818	\$174.73

71	86	926	\$197.79
72	69	743	\$158.70
73	78	840	\$179.43
74	77	829	\$177.08
75	81	872	\$186.26
76	85	915	\$195.44
77	76	818	\$174.73
78	86	926	\$197.79
79	69	743	\$158.70
80	78	840	\$179.43
81	77	829	\$177.08
82	81	872	\$186.26
83	85	915	\$195.44
84	76	818	\$174.73
85	86	926	\$197.79
86	69	743	\$158.70
87	78	840	\$179.43
88	77	829	\$177.08
89	81	872	\$186.26
90	85	915	\$195.44
91	76	818	\$174.73
92	86	926	\$197.79
93	69	743	\$158.70
94	78	840	\$179.43
95	77	829	\$177.08
96	81	872	\$186.26
97	85	915	\$195.44
98	76	818	\$174.73
99	86	926	\$197.79
100	69	743	\$158.70
101	78	840	\$179.43
102	77	829	\$177.08
103	81	872	\$186.26
104	85	915	\$195.44
105	76	818	\$174.73
106	86	926	\$197.79
107	69	743	\$158.70
108	78	840	\$179.43
109	77	829	\$177.08

110	81	872	\$186.26
111	85	915	\$195.44
112	76	818	\$174.73
113	86	926	\$197.79
114	69	743	\$158.70
115	78	840	\$179.43
116	77	829	\$177.08
117	81	872	\$186.26
118	85	915	\$195.44
119	76	818	\$174.73
120	86	926	\$197.79
121	69	743	\$158.70
122	78	840	\$179.43
123	77	829	\$177.08
124	81	872	\$186.26
125	85	915	\$195.44
126	76	818	\$174.73
127	86	926	\$197.79
128	69	743	\$158.70
129	78	840	\$179.43
130	77	829	\$177.08
131	81	872	\$186.26
132	85	915	\$195.44
133	76	818	\$174.73
134	86	926	\$197.79
135	69	743	\$158.70
136	78	840	\$179.43
137	77	829	\$177.08
138	81	872	\$186.26
139	85	915	\$195.44
140	76	818	\$174.73
141	86	926	\$197.79
142	69	743	\$158.70
143	78	840	\$179.43
144	77	829	\$177.08
145	81	872	\$186.26
146	85	915	\$195.44
147	76	818	\$174.73
148	86	926	\$197.79

149	69	743	\$158.70
150	78	840	\$179.43
151	77	829	\$177.08
152	81	872	\$186.26
153	85	915	\$195.44
154	76	818	\$174.73
155	86	926	\$197.79
156	69	743	\$158.70
157	78	840	\$179.43
158	77	829	\$177.08
159	81	872	\$186.26
160	85	915	\$195.44
161	76	818	\$174.73
162	86	926	\$197.79
163	69	743	\$158.70
164	78	840	\$179.43
165	77	829	\$177.08
166	81	872	\$186.26
167	85	915	\$195.44
168	76	818	\$174.73
169	86	926	\$197.79
170	69	743	\$158.70
171	78	840	\$179.43
172	77	829	\$177.08
173	81	872	\$186.26
174	85	915	\$195.44
175	76	818	\$174.73
176	109	1,173	\$250.55
177	98	1,055	\$225.34
178	77	829	\$177.08
179	81	872	\$186.26
180	107	1,152	\$246.07
Total Monthly	14,281	153,751	\$32,841.35
Total Annual			\$394,095.00

EXHIBIT "H"
Proposed First Annual Operating Budget

Alarm Monitoring		\$2,280.00
Building Envelope Maintenance		
- Touchup Painting & Caulking	\$1,893.00	
- Building Inspection Report	\$4,323.00	
- Roof and Balcony Maintenance	\$1,893.00	
		\$8,109.00
Cleaning and Janitorial		\$10,812.00
Electricity		\$40,542.00
LED lights *		\$0.00
Elevator Maintenance		\$12,162.00
Fire Equipment Maintenance / Emergency Generator		\$8,109.00
Garbage/Recycling **		\$16,216.00
Gas		\$56,754.00
Insurance		\$45,945.00
Landscape Maintenance		\$40,542.00
Professional Fees (Appraisal & Legal)		\$1,080.00
Management Fees		\$42,702.00
Mechanical Equipment Maintenance		\$6,486.00
Postage & Photocopying		\$3,513.00
Sundry		\$756.00
Recreation Facilities/Amenities ***		\$8,757.00
Repairs & Maintenance		\$10,812.00
Janitorial Supplies		\$2,703.00
Enterphone/Cameras ****		\$32,430.00
Window Cleaning		\$3,783.00
Bank Services		\$1,080.00
RESIDENT MANAGER SUITE*****		
Strata Fees	\$2,703.00	
Mortgage (including GST, PTT & Legal)	\$22,704.00	
Property Taxes	\$1,713.00	
		\$27,120.00
RESIDENT MANAGER		
Telephone and Pager	\$1,350.00	
Wages and Benefit	\$48,648.00	
Employer Expenses (CPP, EI, WCB)	\$4,056.00	

Rent Recovery	(\\$8,400.00)	
		\$45,654.00
Sub-Total Operating Expense		\$428,347.00
Harmonized Sales Tax (H.S.T.)*****		\$47,118.00
Total Operating Expenses		\$475,465.00
Contingency Reserve Allocation (10%) *****		\$47,546.50

Total Operating Budget

\$523,011.50

Note: This project budget was prepared in September 2009 and has not been adjusted for inflation or unforeseen increase in gas, electricity, water and sewer rates.

* As the budget is only for the first annual operating period there are no line items for costs that are anticipated to arise only after the budget period. Property management companies are familiar with the typical anticipated costs that may arise after the first annual operating period. As the LED light that runs up the south side of the tower is not a typical design feature that property management companies encounter, the Developer discloses that the Developer was advised by a lighting consultant that the bulbs will need to be replaced approximately by the end of 14 years (after approx. 50,000 hours of illumination) at a cost in today's dollars of approx. \$70,000 for the bulbs, plus labour costs.

** Includes provision for garbage compactor lease for a period of 44 months @ \$365.13 per month.

*** Includes provision for exercise equipment lease for a period of 48 months @ \$483.92 per month.

**** Includes provision for enterphone and security system lease for a period of 66 months @ \$2,628.00 per month.

**** Mortgage based on a purchase price of \$319,900 including GST, a posted rate of 5.49% for a 5-year fixed term with 20% down and a 35-year amortization period.

***** Based on a purchase price of \$319,900 including GST, a posted rate of 5.49% for a 5-year fixed term with 20% down and a 35-year amortization period, the monthly payment is \$1,362.32

*****British Columbia has announced that, subject to the approval of the Legislature of British Columbia and the Parliament of Canada, it plans to harmonize its provincial sales tax with the federal Goods and Services Tax effective July 1, 2010. The harmonized sales tax (HST) will apply at a rate of 12 per cent to those goods and services that are currently subject to GST. This projected budget includes a provision for the projected amount of HST which will be paid by the Strata Corporation.

***** It is anticipated that the Strata Corporation will contribute 10% of the common expenses set out in the first annual operating budget to the Contingency Reserve fund.

EXHIBIT "I"
Proposed First Annual Monthly Contributions

Strata Lot	Unit Entitlement (Sq. m)	Unit Entitlement (Sq. ft)	Total Maintenance Fee
1	75	807	\$228.77
2	76	818	\$231.88
3	76	818	\$231.88
4	76	818	\$231.88
5	77	829	\$235.00
6	80	861	\$244.07
7	101	1,087	\$308.13
8	86	926	\$262.49
9	69	743	\$210.62
10	78	840	\$238.12
11	77	829	\$235.00
12	81	872	\$247.19
13	85	915	\$259.38
14	76	818	\$231.88
15	86	926	\$262.49
16	69	743	\$210.62
17	78	840	\$238.12
18	77	829	\$235.00
19	81	872	\$247.19
20	85	915	\$259.38
21	76	818	\$231.88
22	86	926	\$262.49
23	69	743	\$210.62
24	78	840	\$238.12
25	77	829	\$235.00
26	81	872	\$247.19
27	85	915	\$259.38
28	76	818	\$231.88
29	86	926	\$262.49
30	69	743	\$210.62
31	78	840	\$238.12
32	77	829	\$235.00
33	81	872	\$247.19

34	85	915	\$259.38
35	76	818	\$231.88
36	86	926	\$262.49
37	69	743	\$210.62
38	78	840	\$238.12
39	77	829	\$235.00
40	81	872	\$247.19
41	85	915	\$259.38
42	76	818	\$231.88
43	86	926	\$262.49
44	69	743	\$210.62
45	78	840	\$238.12
46	77	829	\$235.00
47	81	872	\$247.19
48	85	915	\$259.38
49	76	818	\$231.88
50	86	926	\$262.49
51	69	743	\$210.62
52	78	840	\$238.12
53	77	829	\$235.00
54	81	872	\$247.19
55	85	915	\$259.38
56	76	818	\$231.88
57	86	926	\$262.49
58	69	743	\$210.62
59	78	840	\$238.12
60	77	829	\$235.00
61	81	872	\$247.19
62	85	915	\$259.38
63	76	818	\$231.88
64	86	926	\$262.49
65	69	743	\$210.62
66	78	840	\$238.12
67	77	829	\$235.00
68	81	872	\$247.19
69	85	915	\$259.38
70	76	818	\$231.88
71	86	926	\$262.49
72	69	743	\$210.62

73	78	840	\$238.12
74	77	829	\$235.00
75	81	872	\$247.19
76	85	915	\$259.38
77	76	818	\$231.88
78	86	926	\$262.49
79	69	743	\$210.62
80	78	840	\$238.12
81	77	829	\$235.00
82	81	872	\$247.19
83	85	915	\$259.38
84	76	818	\$231.88
85	86	926	\$262.49
86	69	743	\$210.62
87	78	840	\$238.12
88	77	829	\$235.00
89	81	872	\$247.19
90	85	915	\$259.38
91	76	818	\$231.88
92	86	926	\$262.49
93	69	743	\$210.62
94	78	840	\$238.12
95	77	829	\$235.00
96	81	872	\$247.19
97	85	915	\$259.38
98	76	818	\$231.88
99	86	926	\$262.49
100	69	743	\$210.62
101	78	840	\$238.12
102	77	829	\$235.00
103	81	872	\$247.19
104	85	915	\$259.38
105	76	818	\$231.88
106	86	926	\$262.49
107	69	743	\$210.62
108	78	840	\$238.12
109	77	829	\$235.00
110	81	872	\$247.19
111	85	915	\$259.38

112	76	818	\$231.88
113	86	926	\$262.49
114	69	743	\$210.62
115	78	840	\$238.12
116	77	829	\$235.00
117	81	872	\$247.19
118	85	915	\$259.38
119	76	818	\$231.88
120	86	926	\$262.49
121	69	743	\$210.62
122	78	840	\$238.12
123	77	829	\$235.00
124	81	872	\$247.19
125	85	915	\$259.38
126	76	818	\$231.88
127	86	926	\$262.49
128	69	743	\$210.62
129	78	840	\$238.12
130	77	829	\$235.00
131	81	872	\$247.19
132	85	915	\$259.38
133	76	818	\$231.88
134	86	926	\$262.49
135	69	743	\$210.62
136	78	840	\$238.12
137	77	829	\$235.00
138	81	872	\$247.19
139	85	915	\$259.38
140	76	818	\$231.88
141	86	926	\$262.49
142	69	743	\$210.62
143	78	840	\$238.12
144	77	829	\$235.00
145	81	872	\$247.19
146	85	915	\$259.38
147	76	818	\$231.88
148	86	926	\$262.49
149	69	743	\$210.62
150	78	840	\$238.12

151	77	829	\$235.00
152	81	872	\$247.19
153	85	915	\$259.38
154	76	818	\$231.88
155	86	926	\$262.49
156	69	743	\$210.62
157	78	840	\$238.12
158	77	829	\$235.00
159	81	872	\$247.19
160	85	915	\$259.38
161	76	818	\$231.88
162	86	926	\$262.49
163	69	743	\$210.62
164	78	840	\$238.12
165	77	829	\$235.00
166	81	872	\$247.19
167	85	915	\$259.38
168	76	818	\$231.88
169	86	926	\$262.49
170	69	743	\$210.62
171	78	840	\$238.12
172	77	829	\$235.00
173	81	872	\$247.19
174	85	915	\$259.38
175	76	818	\$231.88
176	109	1,173	\$332.52
177	98	1,055	\$299.07
178	77	829	\$235.00
179	81	872	\$247.19
180	107	1,152	\$326.56
Total Monthly	14,281	153,751	\$43,584.27
Total Annual			\$523,011.50

EXHIBIT "J"

LUMA
AGENCY AGREEMENT

LUMA
STRATA MANAGEMENT CONTRACT

THIS AGREEMENT made the ____ day of _____, 2009.

BETWEEN:

THE OWNERS OF STRATA PLAN BCS_____ – LUMA,
a Strata Corporation formed under the laws of the Province of
British Columbia having its address for service at 6688 and
6698 Arcola Street Burnaby, B.C. and 7111, 7121 and 7131
Sperling Avenue, Burnaby, B. C.

(the "Strata Corporation")

AND

MARTELLO PROPERTY SERVICES INC., a company
incorporated under the laws of the Province of British
Columbia having an office and place of business at #200 - 808
West Hastings Street, Vancouver, B.C.

(the "Agent")

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the Common Property, common facilities and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan;
- B. The Agent has agreed to provide certain services to the Strata Corporation; and
- C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged by the parties) and in consideration of the mutual promises contained herein, the parties each agree with the other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

- (a) "Act" means the *Strata Property Act* (British Columbia) and amendments thereto and any regulations adopted pursuant to the Act;
- (b) "Agent" means the strata property agency firm described on page 1 hereof;
- (c) "Agent's Fees" means all fees payable to the Agent pursuant to this Agreement;
- (d) "Agreement" means this agreement and any amendments thereto;
- (e) "Annual General Meeting" means the annual general meeting contemplated in section 40 of the Act;
- (f) "Budget Meeting" means a Strata Council meeting held to consider the proposed annual budget;
- (g) "Bylaws" means the bylaws adopted by the Strata Corporation from time to time;
- (h) "Common Property" has the meaning set forth in the Act and herein refers to the common property of the Strata Corporation;
- (i) "Laws" means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
- (j) "Meetings" means all meetings of the Strata Corporation requiring the Agent's attendance including but not limited to Annual General Meetings, special general meetings, Strata Council meetings, section executive meetings, Budget Meetings and committee meetings;
- (k) "Owners" means all present and future owners of all of the strata lots included in the Strata Plan;
- (l) "RESA" means the *Real Estate Services Act* (British Columbia) and all amendments thereto and regulations adopted pursuant thereto, and includes the RESA Rules,
- (m) "RESA Rules" means the rules adopted by the Real Estate Council of British Columbia and prescribed pursuant to RESA;
- (n) "Rules" means the rules approved by the Strata Council from time to time;
- (o) "Strata Corporation" means the Strata Corporation described on page 1 hereof;

- (p) "Strata Council" means the elected strata council of the Strata Corporation; and
- (q) "Strata Plan" means the strata plan filed in the Land Title Office that created the Strata Corporation.

1.2 Schedules

The following schedules and addendums are attached to and form part of this Agreement:

Schedule A – Terms
Schedule B – General Services
Schedule C – Schedule of Fees
Schedule D – Special Project Agreement

2. EXCLUSIVE APPOINTMENT

- (a) The Strata Corporation hereby appoints the Agent as its sole and exclusive representative to provide services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.
- (b) The initial term of the Agreement shall commence on the date set out in item 1 of Schedule A attached hereto, and end on the date which is four (4) weeks after the date of the second Annual General Meeting. The owners' approval by a majority resolution at the second Annual General Meeting can renew the Strata Management Contract with the Agent.

3. AGENT'S AUTHORITY

The Agent hereby covenants and agrees with the Strata Corporation as follows:

3.1 General

- (a) Agent Services - To furnish the services of the Agent as agent for the Strata Corporation for the purposes of assisting the Strata Council in managing the affairs of the Strata Corporation as set out herein and as contained in the schedule of general services set forth on Schedule B attached hereto;
- (b) Administration - To assist in the administration of the Common Property, common facilities and common assets of the Strata Corporation under the direction of the Strata Council;
- (c) Strata Corporation's Performance - To coordinate with the Strata Council, the performance of all obligations required to be performed by the Strata Corporation

pursuant to any agreement entered into between the Strata Corporation and any other person, firm or corporation with respect to the Strata Corporation;

- (d) Staffing – To provide sufficient staff at the Agent's expense to perform the Agent's responsibilities hereunder. The Agent may designate a representative of the Agent to be the principle contact person between the Agent and the Strata Corporation;
- (e) Contracts – To enter into contracts on behalf of the Strata Corporation;

3.2 Financial

- (a) Strata Fees – To collect all monies due and owing to the Strata Corporation and deposit such monies into separate trust accounts, and to receive and record all strata fees, special levies and user fees and other revenues due to the Strata Corporation in a timely fashion;
- (b) Strata Accounts – To maintain on behalf of the Strata Corporation the following trust accounts in accordance with the Act and RESA:
 - (i) a contingency reserve fund account;
 - (ii) an operating fund account;
 - (iii) a special levy account (as needed);
- (c) Strata Corporation Monies – To deposit all receipts of the Strata Corporation in a trust account, pooled trust account or accounts, separate from the Agent's corporate accounts, in an institution qualified to engage in the banking or trust business, and otherwise hold the Strata Corporation funds, including the following:
 - (iv) invest funds held by the brokerage on behalf of the Strata Corporation;
 - (v) transfer funds between brokerage trust accounts;
 - (vi) withdraw funds from the trust accounts; and
 - (vii) sign cheques or make disbursements on behalf of the Strata Corporation;

as directed by the Strata Corporation and in accordance with this Agreement, the Act and RESA.

- (d) Unpaid Strata Fees – To demand and recover from the Owners, all strata fees, special levies or user fees and any all other monies from time to time payable by such Owners in any manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;
- (e) Non-Payment of Strata Fees – To follow-up on delinquent accounts, answer inquiries on assessments and where necessary, to take legal action at the expense of the Strata Corporation for and in name of the Strata Corporation to effect the

collection of unpaid monthly strata fees, special levies, user fees and any other monies due to the Strata Corporation and to sign and deliver prompt and effectual receipts or other discharges or acknowledgements thereof, all at the direction of the Strata Council;

- (f) Budget – To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act, and in this regard, to furnish an estimate of revenues and expenses when so required by the Strata Corporation and to provide an annual draft budget projection of the next financial year of the Strata Corporation for the Strata Council's consideration and approval;
- (g) Accounting – Maintain all books, records, ledgers (synoptic and general), and files of the Strata Corporation, as required by the Act, and provide the Strata Council with an accounting statement of receipts, banking statements, disbursements, expenses and charges and a statement as to the amount of the contingency reserve and any assets consistent with the Act, RESA Rules and Bylaws, such statements to be delivered as per Section 8 hereof and provided on a monthly basis within a reasonable time after each month during the term of this Agreement, and in any event prior to the 15th day of the next month following for any previous month's statement.
- (h) Expenditures – To pay from the Strata Corporation's funds, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation on a timely basis and to receive, screen and approve all invoices for payment and pay all accounts on behalf of the Strata Corporation;
- (i) Payroll Accounts – To provide payroll accounting, if necessary, including T4 and T4A summaries, Worker's Compensation Board, and such other statements of payroll accounts as are required by any Laws;

3.3 Meetings

- (a) Meetings – To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 2 of Schedule A hereto, provided that the Agent's attendance over and above the number of Meetings specified in item 2 of Schedule A hereto, or attending at any meeting of a duration longer than the number of hours specified in item 3 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees described in Section 5.2 hereof as applicable;
- (b) Notices – To prepare and distribute to the Strata Corporation all notices, agendas and meeting packages in a timely manner in advance of Meetings;

3.4 Strata Council

- (a) Strata Council – To consult with, confer fully and freely with the Strata Council on behalf of the Strata Corporation in the performance of any of the Strata Council's duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, Laws, the Bylaws and Rules, or a direction given by the Strata Corporation;
- (b) Assistance to Strata Council – To advise the Strata Council on the Act, and advise Strata Council of generally accepted practices throughout the strata property industry, with the understanding that such interpretation of the Act is to be used by the Strata Council as a guide and shall not be regarded as legal advice;

3.5 Records

- (a) Records – To keep detailed records of the Strata Corporation as required by Division 2 of the Act and by RESA, and to make available for inspection at the request of the Strata Corporation, all the Strata Corporation's documents, accounts and record which the Agent may have and any such material shall be made available to any Owner, after first giving reasonable notice, in accordance with the Act, of their intention to inspect the records at the office of the Agent;
- (b) Owner/Tenant's Registry – To maintain a registry of all Owners and tenanted strata lots, including the Owner/tenant's name, contact information, parking stall numbers and storage locker numbers (as such may be applicable) for all of the strata lots in the Strata Plan;
- (c) Minutes – At the request of the Strata Council, to prepare and provide the minutes of Strata Council meetings and general meetings of the Strata Corporation as prescribed by the Act;
- (d) Correspondence – To receive and respond to all correspondence as directed by the Strata Council in a timely fashion;

3.6 Bylaws and Rules

- (a) Bylaws and Rules – To familiarize itself the Strata Corporation's Bylaws and Rules;
- (b) Bylaw and Rules Enforcement – To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action to stop any breach or infraction of the Bylaws and Rules;

- (c) Fines – To levy fines upon the direction of the Strata Council as required by the Bylaws and Rules and provide follow up correspondence and initiate legal actions as is necessary, at the expense of the Strata Corporation;
- (d) Liens – To register and remove liens against delinquent Owners upon the direction of the Strata Council in accordance with the Act, and to provide follow up correspondence and initiate legal action as necessary, at the expense of the Strata Corporation;

3.7 Insurance

- (a) Property Insurance – To secure annual updates to the insurance appraisal for the Strata Plan and renew insurance policies pursuant to the Act, as they expire at the direction of the Strata Council. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- (b) E & O Insurance – To obtain and maintain at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance having a minimum coverage in the amount of \$2,000,000.00;
- (c) Liability Insurance – To obtain and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00. Such insurance shall be applicable to any indemnification of the Agent by the Strata Corporation required under this Agreement;
- (d) Insurance Coverage – To assist the Strata Corporation to place and maintain adequate fire, liability, steam boiler, pressure vessel, and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall not be liable for any negligence of any such insurance agent. In the event such insurance does not comply with the Act or is not based on an insurance appraisal by a qualified appraiser, the Agent shall forthwith inform the Strata Corporation and the Strata Council;

3.8 Maintenance and Services

- (a) Contractors and Employees – To coordinate the work of contractors or employees to the best of their ability and whenever directed by the Strata Council. If the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and shall be paid by the Strata Corporation and not the Agent, and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent

contractors if reasonable care has been exercised in their recommendation, appointment and retention;

- (b) St. George's Construction Management Inc. - The Agent may from time to time utilize the services of St. George's Construction Management Inc., a wholly owned subsidiary of the Agent which employs qualified staff to perform repairs and maintenance of Strata Corporation property, provided that the Agent will provide the Strata Council with appropriate disclosure relating to the engagement of St. George's Construction Management Inc. as required by the RESA Rules;
- (c) Contracts - To make contracts in the name of the Strata Corporation, in respect to the Common Property for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable;
- (d) Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the Strata Corporation;
- (e) Emergency Services - To maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage;
- (f) Service Contracts - To monitor all service contracts and negotiate renewal or replacement of such contracts at the direction of the Strata Council;
- (g) Limitation on Expenditures - The Agent agrees to secure the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act or the Bylaws, other than recurring operating charges or emergency repairs in excess of any maximum amount set out in the Bylaws or Rules, provided such expenditures are necessary in the opinion of the Agent to protect the premises of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots;

3.9 Proceedings

- (a) Legal Proceedings - Wherever any dispute may be resolved, at the discretion of the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation and internal appeals, the receipt by the Agent of a written authorization containing the signatures of two members of the Strata Council is sufficient authority for the Agent to so act, provided that where a legal proceeding is commenced on behalf of the Strata Corporation such proceeding will have been authorized by a resolution of the Strata Corporation in accordance with the Act and the Bylaws, and the Agent shall contract for and obtain

professional legal services in relation to such legal proceeding as directed by the Strata Corporation and at the sole cost and expense of the Strata Corporation;

- (b) Owner's Defaults – To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited Common Property in a timely fashion;
- (c) Compliance with Notices or Orders – To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the premises, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- (d) Compliance with Laws – To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

3.10 Other

- (a) Sale of Strata Lots – To provide documentation as required by the Act to facilitate the sale of any strata lot at the cost of the Owner or the proposed purchaser. The Agent shall be entitled to retain the fees it charges such Owners or proposed purchasers;
- (b) Administrative - To provide administrative support to the Strata Corporation for the processing of "Form B – Information Certificate" (Section 59) and "Form F – Certificate of Payment" (Section 115) documentation; and
- (c) Rebates or Discounts – Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

4. AGENT'S AUTHORIZATION

The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement, the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Section 3 hereof and to execute all documents and contracts, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

5. COVENANTS OF THE STRATA CORPORATION

5.1 Indemnity and Release

- (a) The Strata Corporation acknowledges that so long as the Agent and its officers and servants have acted in good faith and have exercised reasonable care and due diligence in the performance of their duties hereunder the Agent shall not be liable for any loss to the Strata Corporation by reason of any failure of a person to pay amounts owing to the Strata Corporation or for any damage to or destruction of any part of the property or for the injury to persons or property or for loss of life.
- (b) The Strata Corporation acknowledges that the Agent shall not be liable for any error in judgment of its officers, servants, agents or independent contractors provided that the Agent has acted in good faith and has exercised reasonable care in the selection of its officers, servants, agents or independent contractors and due diligence in their supervision, guidance and control.
- (c) The Strata Corporation acknowledges and agrees that the Agent is an agent solely of the Strata Corporation and that the Agent shall not be liable or responsible to any separate Owner of a strata lot or any tenant, occupier, licensee or invitee of any such Owner in the performance of its duties and obligations hereunder.
- (d) The Strata Corporation hereby agrees to indemnify the Agent and save the Agent harmless from any and all losses, claims, costs, damages, liabilities or expenses including legal fees which are incurred by the Agent in performance of its responsibilities hereunder or in connection with services provided to the Strata Corporation, and without limiting the generality of the foregoing, to save the Agent harmless from all claims, damages, costs and liability whatsoever arising out of any acts done by the Agent pursuant to this Agreement and in furtherance of the instructions given to the Agent by the Strata Corporation or its officers and delegates, except to the extent that any such loss is caused by the gross negligence of the Agent.

5.2 Agent's Fees

The Strata Corporation covenants and agrees to pay the Agent the following fees:

- (a) a fee in advance each and every month during the term of this Agreement, in the amount specified in item 4 of Schedule A;
- (b) an additional fee in the amount specified in item 5 of Schedule A, for each additional Meeting over the number specified in item 2 of Schedule A;

- (c) an additional hourly fee in the amount specified in item 6 of Schedule A, for each hour of attendance at any meeting longer than the hours specified in item 3 of Schedule A;
- (d) an additional fee for special projects and/or major renovations, as determined by the size and the nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule D, if attached and signed by both parties hereto;
- (e) an additional fee in the amount specified in item 7 of Schedule A, per strata lot for each month of depositing and processing of special levies; and
- (f) to pay all additional and incidental fees detailed on the fee schedule attached hereto as Schedule C.

5.3 Payment of Agent's Fees

The Strata Corporation hereby authorizes the Agent to deduct the Agent's Fees and disbursements from the strata fees, user fees or any other monies collected by the Agent pursuant to Section 3 hereof.

5.4 Strata Corporation Agreements

The Strata Corporation covenants and agrees as follows:

- (a) Shortfall – That if the bills, accounts or expenses paid by the Agent pursuant to Section 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent, the Strata Corporation shall pay the Agent the amount of such excess promptly upon request. The Agent, upon direction from the Strata Corporation, may transfer funds from the contingency reserve fund to the operating fund in order to make up the shortfall amount, as permitted by the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- (b) Costs – To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the fee schedule attached hereto;
- (c) Transfer Documentation – To compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for Owners;
- (d) Exclusivity – That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract with any present or past employee of the Agent to perform services the same as or similar to the services the employee performed for the Agent, unless otherwise agreed to in writing by the Agent;

- (e) Documentation – To provide the Agent with all documents and records available to the Strata Corporation which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- (f) Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to notify the Agent from time to time of any amendments or additions thereto; and
- (g) Access – To appoint one or more persons who, when necessary, will provide tradesmen access to the Common Property and otherwise deal with minor situations and problems that arise occasionally outside of the Agent's regular office hours.

6. NO SET OFF

The Strata Corporation agrees that the Strata Corporation shall not be entitled to set off any uncollected strata fee, special levies or user fees or other monies owed the Strata Corporation against the Agent's Fees or any other monies payable to the Agent under this Agreement.

7. AGENT TO RECEIVE INSTRUCTIONS FROM STRATA COUNCIL

The Strata Corporation hereby authorizes and directs its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council or its authorized delegates and without limiting the generality of the foregoing, the Agent may from time to time request the receipt by the Agent of instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions.

8. FINANCIAL STATEMENTS AND RECORDS

- (a) The Strata Corporation agrees to review each statement of receipts and disbursements referred to in Section 3.2(e), and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.
- (b) The Agent shall not be responsible for any errors, omissions, or inaccuracies in the financial statements, records and books of the Strata Corporation prior to the commencement date of this Agreement, nor shall the Agent be required to enquire

into the adequacy or completeness of same, but shall be entitled to rely on the information and statements obtained on the assumption of the affairs of the Strata Corporation being complete and accurate unless otherwise acknowledged and agreed to in writing by the Agent.

9. ASSIGNMENT BY AGENT

The Agent may assign all of its interest in this Agreement and its rights hereunder to any other firm or corporation, provided that the assignee is a strata property agent licensed under RESA to provide strata management services and that such firm or corporation covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

10. NO WAIVER

No waiver, expressed or implied, by a party to or of any breach or default by the other party in performance by such other party of any of the obligations, covenants, terms, conditions herein contained will be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such other party of its obligations hereunder.

11. SEVERANCE

If any covenant, obligation or provision contained in this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

12. SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

13. AMENDMENT IN WRITING

Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

14. TERMINATION

This Agreement shall terminate upon the occurrence of any of the following events:

- (a) two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote approved by the Owners, terminating this Agreement;
- (b) two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
- (c) immediately, through the bankruptcy of the Agent; or
- (d) immediately, through the insolvency or fraud of the Agent.

15. AFTER TERMINATION

Upon the termination of this Agreement, all obligations of the Agent shall cease and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. The Agent shall transfer all records maintained on behalf of the Strata Corporation as directed by the Strata Corporation within a reasonable time after termination.

16. HOLDBACK

Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") required to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

17. NO PARTNERSHIP

The relationship of the Agent of the Strata Corporation shall be that of agent and principal, and this Agreement shall not under any circumstances constitute or be deemed to constitute the Agent or any of its employees, officers or authorized representatives, as the legal representative, tenant, partner or employee of the Strata Corporation.

18. DISCLOSURE OF PERSONAL INFORMATION

- (a) The Agent agrees to abide by the Personal Information and Protection Act of British Columbia in relation to the collection, use and disclosure of personal information.
- (b) The Strata Corporation (on behalf of itself and the Owners) hereby consents to the Agent's collection, use and disclosure of personal information arising from the Agent's performance of this Agreement or otherwise collected by or on behalf of the Strata Corporation for the purpose of carrying out the obligations contemplated herein, including without limitation, as required by all Laws, and as

reasonably required by all agents, service providers, consultants, advisors, insurers, lawyers and suppliers of the Strata Corporation.

19. GENERAL PROVISIONS

- (a) Time – Time shall be of the essence of this Agreement;
- (b) Further Assurances – The parties hereto covenant and agree to do such things and execute such further documents, agreements and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent;
- (c) Construction – This Agreement shall be construed in accordance with the laws of the Province of British Columbia;
- (d) Arbitration – All disputes regarding the provisions hereof or the performance by the parties hereunder shall be subject to arbitration in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia) as amended. The arbitrator(s) shall be entitled to fix the costs of arbitration and settle the manner in which and by whom the same is to be paid;
- (e) Counterpart Execution – This Agreement may be executed in any number of counterparts and by facsimile or other electronic transmission, and such counterparts shall together constitute one and the same instrument;
- (f) Notices – All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall, unless otherwise specifically provided for herein, be given in writing and delivered to such other party as follows:

to the Strata Corporation: at the address referenced on page 1 hereof
Attention: Strata Council

to the Manager:

200 – 808 West Hastings Street
Vancouver, B.C. V6C 2X4
Attention: Mr. Wayne Smithies, President
Fax: 604-681-5114

or in such other manner as directed by any party hereto.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

EXECUTED ON BEHALF OF THE OWNERS,)
STRATA PLAN BCS – _____ - LUMA, by its)
authorized signatories:)

Per: _____)
Strata Council Member/Developer)
Representative)

Per: _____)
Strata Council Member/Developer)
Representative)

EXECUTED ON BEHALF OF MARTELLO)
PROPERTY SERVICES INC., by its)
authorized signatories:)

Per: _____)
Authorized Signatory)

STRATA MANAGEMENT CONTRACT

SCHEDULE A

TERMS

- | | |
|-------------------------|--|
| 1. Section 2 | Commencement Date: _____ |
| 2. Section 3.3 | Maximum Number of Meetings: <u>Twelve (12)+ One (1) AGM</u> |
| 3. Section 3.3 | Maximum Hours per Meeting: <u>2.0 hours</u> |
| 4. Section 5.2 (a,b) | Monthly Agents Fee:
<u>Interim Period: \$2,612.00 per month (Plus GST/HST)</u>
<u>First Annual: \$3,558.00 per month (Plus GST/HST)</u> |
| 5. Section 5.2 (a,c) | An additional fee for each Meeting over the maximum number: <u>\$300.00 (plus GST/HST)</u> |
| 6. Section 5.2 (c) | Hourly rate for attendance at meeting over specified number of hours: <u>\$150.00 per hour (plus GST/HST)</u> |
| 7. Section 5.2 (e) each | An additional fee of <u>\$3.00 (plus GST/HST)</u> per strata lot for month of depositing and processing of special levies:
<u>\$100.00 minimum (plus GST/HST)</u> |

STRATA MANAGEMENT CONTRACT

SCHEDULE B

GENERAL SERVICES

The Agent will provide the Strata Corporation with the following general services on the terms set out in this Agreement:

1. Manage, maintain and administer the property;
2. Investigate carefully all requirements for repairs to the property – site inspections carried out regularly;
3. Supervise and direct employees to the Strata Corporation, if applicable;
4. Attend meetings of the Strata Corporation as agreed;
5. Arrange for the necessary contractors and/or servicemen to maintain the property;
6. Take minutes, transcribe, photocopy and distribute Minutes of Meetings to all owners and residents as directed within five (5) working days;
7. Receive and respond to all correspondence on behalf of the Strata Corporation;
8. Insure the Common Property against loss or damage by fire or other risks;
9. Provide twenty-four (24) hour emergency answering services;
10. Provide new owners with a customized "Welcome Package";
11. Prepare a long-term maintenance / replacement plan.

STRATA MANAGEMENT CONTRACT

SCHEDULE C

SCHEDULE OF FEES

1. Postage: Standard postal rates apply to all mailings and are charged to the Strata Corporation.
2. Photocopies: Financial Statements, copies of paid invoices and miscellaneous correspondence are charged at 25 cents per photocopy and bulk photocopying of Minutes, Notices of Meetings at 6 cents per page.
3. NSF Charges: Returned Cheques are surcharged \$25.00 plus GST/HST. We charge the Strata Corporation, but an equivalent amount, plus bank charges is charged to and collected from the NSF Owner's account. The resulting net expense to the Strata Corporation is zero.
4. Council Meetings: Twelve (12) Council Meetings per year are included in the quoted fee. A \$150.00 (Plus GST/HST) per hour rate for attendance at Meetings over the specified numbers of hours.
5. General Meetings: One (1) Annual General Meeting is included in the quoted fee.
6. Martello Property Services Inc. charges for provisions of the Following Services:

Completion of:

Form F	\$15.00 + GST/HST
Form B	\$35.00 + GST/HST
Title Search	(as invoiced by Western Legal Title Search) plus 10% Service Charge)
1st Lien Threat Letter	\$50.00 + GST/HST
2nd Lien Threat Letter	\$50.00 + GST/HST
File Lien	\$75.00 + GST/HST
Discharge of Lien	\$75.00 + GST/HST
Special Levy Payments	\$3.00 + GST/HST per Strata Lot of each month of processing and depositing of Special Levy (minimum \$100.00).

Supply of:

By-laws	\$10.00 + GST/HST - if picked up \$10.00 + GST/HST & postage - if mailed out
Strata Plan	\$10.00 + GST/HST - if picked up \$10.00 + GST/HST & postage - if mailed out
Financial Statement	\$10.00 + GST/HST - if picked up \$20.00 + GST/HST & postage - if mailed out
Both	\$20.00 + GST/HST - if picked up \$30.00 + GST/HST & postage - if mailed out
Minutes of Meetings	\$2.00 + GST/HST (each) or \$10.00 + GST/HST per set (1 year)

7. An Additional Fee of \$300.00 (Plus GST/HST) per Meeting over the specified number of Council Meetings and any Special General Meeting.
8. Rush Fee: In addition to the foregoing fees, there is a Rush Fee of \$50.00 (Plus GST/HST) if documents are required within two business days, and \$100.00 (Plus GST/HST) for same day service.

Martello Property Services Inc. reserves the right to change the fees listed on this Schedule of Fees without notice.

D. & O. E.

MANAGEMENT CONTRACT

SCHEDULE D

PROJECT MANAGEMENT FEES

In the event the Strata Corporation employs the services of the strata manager or other agents of Martello Property Services Inc. for project management services, the Strata Corporation shall pay a fee of \$125.00 per hour (plus GST/HST) for projects under \$5,000.00.

For projects in excess of \$5,000.00 the Strata Corporation shall pay a fee of 10% (plus GST/HST) of the final cost of the project as project management fees.

ACCEPTED AND APPROVED
On behalf of THE OWNERS, STRATA
CORPORATION BCS - _____
- LUMA

Strata Council Member/Developer
Representative

Strata Council Member/Developer
Representative

EXHIBIT "K"

LUMA

Strata Property Act
FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan _____ [the registration number of the strata plan],
being a Strata Plan of Strata Lots 1 to 180 inclusive of the property currently legally
described as PID: 027-975-894 Lot 1 District Lot 96 Group 1 New Westminster District Plan
BCP41579 (the "Lands").

1. The development described above includes 180 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 a further 180 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 owner developer.]

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period expires [month, day, year]
Strata Lot 1	October 2 nd 2209
Strata Lot 2	October 2 nd 2209
Strata Lot 3	October 2 nd 2209
Strata Lot 4	October 2 nd 2209
Strata Lot 5	October 2 nd 2209
Strata Lot 6	October 2 nd 2209
Strata Lot 7	October 2 nd 2209
Strata Lot 8	October 2 nd 2209
Strata Lot 9	October 2 nd 2209
Strata Lot 10	October 2 nd 2209
Strata Lot 11	October 2 nd 2209
Strata Lot 12	October 2 nd 2209
Strata Lot 13	October 2 nd 2209
Strata Lot 14	October 2 nd 2209
Strata Lot 15	October 2 nd 2209
Strata Lot 16	October 2 nd 2209
Strata Lot 17	October 2 nd 2209
Strata Lot 18	October 2 nd 2209
Strata Lot 19	October 2 nd 2209
Strata Lot 20	October 2 nd 2209
Strata Lot 21	October 2 nd 2209
Strata Lot 22	October 2 nd 2209
Strata Lot 23	October 2 nd 2209
Strata Lot 24	October 2 nd 2209
Strata Lot 25	October 2 nd 2209
Strata Lot 26	October 2 nd 2209
Strata Lot 27	October 2 nd 2209
Strata Lot 28	October 2 nd 2209
Strata Lot 29	October 2 nd 2209
Strata Lot 30	October 2 nd 2209
Strata Lot 31	October 2 nd 2209
Strata Lot 32	October 2 nd 2209
Strata Lot 33	October 2 nd 2209
Strata Lot 34	October 2 nd 2209
Strata Lot 35	October 2 nd 2209
Strata Lot 36	October 2 nd 2209
Strata Lot 37	October 2 nd 2209
Strata Lot 38	October 2 nd 2209
Strata Lot 39	October 2 nd 2209
Strata Lot 40	October 2 nd 2209
Strata Lot 41	October 2 nd 2209
Strata Lot 42	October 2 nd 2209

Strata Lot 43	October 2 nd 2209
Strata Lot 44	October 2 nd 2209
Strata Lot 45	October 2 nd 2209
Strata Lot 46	October 2 nd 2209
Strata Lot 47	October 2 nd 2209
Strata Lot 48	October 2 nd 2209
Strata Lot 49	October 2 nd 2209
Strata Lot 50	October 2 nd 2209
Strata Lot 51	October 2 nd 2209
Strata Lot 52	October 2 nd 2209
Strata Lot 53	October 2 nd 2209
Strata Lot 54	October 2 nd 2209
Strata Lot 55	October 2 nd 2209
Strata Lot 56	October 2 nd 2209
Strata Lot 57	October 2 nd 2209
Strata Lot 58	October 2 nd 2209
Strata Lot 59	October 2 nd 2209
Strata Lot 60	October 2 nd 2209
Strata Lot 61	October 2 nd 2209
Strata Lot 62	October 2 nd 2209
Strata Lot 63	October 2 nd 2209
Strata Lot 64	October 2 nd 2209
Strata Lot 65	October 2 nd 2209
Strata Lot 66	October 2 nd 2209
Strata Lot 67	October 2 nd 2209
Strata Lot 68	October 2 nd 2209
Strata Lot 69	October 2 nd 2209
Strata Lot 70	October 2 nd 2209
Strata Lot 71	October 2 nd 2209
Strata Lot 72	October 2 nd 2209
Strata Lot 73	October 2 nd 2209
Strata Lot 74	October 2 nd 2209
Strata Lot 75	October 2 nd 2209
Strata Lot 76	October 2 nd 2209
Strata Lot 77	October 2 nd 2209
Strata Lot 78	October 2 nd 2209
Strata Lot 79	October 2 nd 2209
Strata Lot 80	October 2 nd 2209
Strata Lot 81	October 2 nd 2209
Strata Lot 82	October 2 nd 2209
Strata Lot 83	October 2 nd 2209
Strata Lot 84	October 2 nd 2209
Strata Lot 85	October 2 nd 2209
Strata Lot 86	October 2 nd 2209
Strata Lot 87	October 2 nd 2209

Strata Lot 88	October 2 nd 2209
Strata Lot 89	October 2 nd 2209
Strata Lot 90	October 2 nd 2209
Strata Lot 91	October 2 nd 2209
Strata Lot 92	October 2 nd 2209
Strata Lot 93	October 2 nd 2209
Strata Lot 94	October 2 nd 2209
Strata Lot 95	October 2 nd 2209
Strata Lot 96	October 2 nd 2209
Strata Lot 97	October 2 nd 2209
Strata Lot 98	October 2 nd 2209
Strata Lot 99	October 2 nd 2209
Strata Lot 100	October 2 nd 2209
Strata Lot 101	October 2 nd 2209
Strata Lot 102	October 2 nd 2209
Strata Lot 103	October 2 nd 2209
Strata Lot 104	October 2 nd 2209
Strata Lot 105	October 2 nd 2209
Strata Lot 106	October 2 nd 2209
Strata Lot 107	October 2 nd 2209
Strata Lot 108	October 2 nd 2209
Strata Lot 109	October 2 nd 2209
Strata Lot 110	October 2 nd 2209
Strata Lot 111	October 2 nd 2209
Strata Lot 112	October 2 nd 2209
Strata Lot 113	October 2 nd 2209
Strata Lot 114	October 2 nd 2209
Strata Lot 115	October 2 nd 2209
Strata Lot 116	October 2 nd 2209
Strata Lot 117	October 2 nd 2209
Strata Lot 118	October 2 nd 2209
Strata Lot 119	October 2 nd 2209
Strata Lot 120	October 2 nd 2209
Strata Lot 121	October 2 nd 2209
Strata Lot 122	October 2 nd 2209
Strata Lot 123	October 2 nd 2209
Strata Lot 124	October 2 nd 2209
Strata Lot 125	October 2 nd 2209
Strata Lot 126	October 2 nd 2209
Strata Lot 127	October 2 nd 2209
Strata Lot 128	October 2 nd 2209
Strata Lot 129	October 2 nd 2209
Strata Lot 130	October 2 nd 2209
Strata Lot 131	October 2 nd 2209
Strata Lot 132	October 2 nd 2209

Strata Lot 133	October 2 nd 2209
Strata Lot 134	October 2 nd 2209
Strata Lot 135	October 2 nd 2209
Strata Lot 136	October 2 nd 2209
Strata Lot 137	October 2 nd 2209
Strata Lot 138	October 2 nd 2209
Strata Lot 139	October 2 nd 2209
Strata Lot 140	October 2 nd 2209
Strata Lot 141	October 2 nd 2209
Strata Lot 142	October 2 nd 2209
Strata Lot 143	October 2 nd 2209
Strata Lot 144	October 2 nd 2209
Strata Lot 145	October 2 nd 2209
Strata Lot 146	October 2 nd 2209
Strata Lot 147	October 2 nd 2209
Strata Lot 148	October 2 nd 2209
Strata Lot 149	October 2 nd 2209
Strata Lot 150	October 2 nd 2209
Strata Lot 151	October 2 nd 2209
Strata Lot 152	October 2 nd 2209
Strata Lot 153	October 2 nd 2209
Strata Lot 154	October 2 nd 2209
Strata Lot 155	October 2 nd 2209
Strata Lot 156	October 2 nd 2209
Strata Lot 157	October 2 nd 2209
Strata Lot 158	October 2 nd 2209
Strata Lot 159	October 2 nd 2209
Strata Lot 160	October 2 nd 2209
Strata Lot 161	October 2 nd 2209
Strata Lot 162	October 2 nd 2209
Strata Lot 163	October 2 nd 2209
Strata Lot 164	October 2 nd 2209
Strata Lot 165	October 2 nd 2209
Strata Lot 166	October 2 nd 2209
Strata Lot 167	October 2 nd 2209
Strata Lot 168	October 2 nd 2209
Strata Lot 169	October 2 nd 2209
Strata Lot 170	October 2 nd 2209
Strata Lot 171	October 2 nd 2209
Strata Lot 172	October 2 nd 2209
Strata Lot 173	October 2 nd 2209
Strata Lot 174	October 2 nd 2209
Strata Lot 175	October 2 nd 2209
Strata Lot 176	October 2 nd 2209
Strata Lot 177	October 2 nd 2209

Strata Lot 178	October 2 nd 2209
Strata Lot 179	October 2 nd 2209
Strata Lot 180	October 2 nd 2209

4. There is no bylaw of the Strata Corporation that restricts the rental of strata lots.

Dated this _____ day of _____, _____.

Per: _____

Signature of Owner / Developer
POLYGON LUMA TOWER LTD.

EXHIBIT "L"

Strata Property Act
PARKING STALL / RESIDENTIAL LOCKER LEASE

THIS AGREEMENT made the _____ day of _____, 20__.

Page 3

TERMS OF INSTRUMENT – PART 2

PARKING STALL & RESIDENTIAL STORAGE LOCKER LEASE
LUMA

THIS AGREEMENT made the ____ day of ___, 20__.

BETWEEN:

POLYGON LUMA TOWER LTD.

a British Columbia company with an office at Suite 900 –1333
West Broadway, Vancouver, British Columbia, V6H 4C2

(the "Owner")

AND:

POLYGON PARKING LIMITED

a British Columbia company with an office at Suite 900 –1333
West Broadway, Vancouver, British Columbia, V6H 4C2

(the "Tenant")

WHEREAS:

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

PID: 027-975-894

Lot 1, District Lot 96, Group 1, NWD, Plan BCP41579

(the "Lands")

- B. The Owner has agreed to lease to the Tenant those portions of the Lands containing all of the resident and visitor parking stalls except nine (9) wheelchair accessible stalls which are the subject of a separate lease between the Owner and the Tenant (the "Parking Stalls", the "Visitor Stalls" and collectively, the "Stalls") and all of the residential storage lockers (the "Residential Storage Lockers") in the development located on the Lands with the stalls shown outlined in bold and the Residential Storage Lockers shown outlined in heavy black line on the parking/locker plan (the "Parking / Residential Storage Locker Plan"), a reduced copy of which is attached hereto as Schedule "A", which was prepared by _____ and certified correct the ____ day of _____, 200__, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant

Parking Stall/Residential Storage Locker Lease

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partial assignments of this Lease pertaining to particular Parking Stalls and Residential Storage Lockers and to grant a partial assignment of this Lease pertaining to the Visitor Stalls to the Strata Corporation (hereinafter defined) with the particular Resident Stalls, Visitor Stalls with Residential Storage Lockers identified on the drawings attached hereto as Schedule "D" (the "**Parking Stall and Residential Storage Locker Location Plan**");

- C. After entering into this Lease, the Owner proposes to subdivide the Property 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 Residential 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 Residential Storage Lockers as shown outlined on the Parking / Residential 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:

Parking Stall/Residential Storage Locker Lease

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- (a) the date Strata Corporation is dissolved;
- (b) the date the registrar of the appropriate Land Title Office files an order winding up the Strata Corporation; and
- (c) December 31, 9999.

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 or any other basis for the use and enjoyment of a Stall and/or a Residential 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 Residential Storage Locker; and
- (b) with respect to the Stalls and the Residential 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.

2.3 Parking Stall/ Locker Location Plan

Following finalization of the construction of the development on the Lands by the Owner, but prior to any conveyance of a strata lot by the Owner, the Owner shall confirm that the particular Stalls and/or Bicycle Lockers are generally as located on the Parking Stall/Bicycle Locker Location Plan and if any of the Stalls and/or Bicycle Lockers are not located as shown on the Parking Stall/Bicycle Locker Location Plan, the Owner shall prepare a new Parking Stall/Bicycle Locker Location Plan which shall, without further act, automatically replace the Parking Stall/Bicycle Locker Location Plan attached as Schedule "D" to this Lease, and any reference in this Lease, or any partial assignment of this Lease to the Parking Stall/Bicycle Locker Location Plan shall be deemed to be a reference to the new Parking Stall/Bicycle Locker Location Plan and which new Parking Stall/Bicycle Locker Location Plan shall be delivered to and maintained by the Strata Corporation.

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 Residential Storage Lockers but thereafter, pursuant to Section 2.0 the Strata Corporation will assume full responsibility for the control, management and administration of the Stalls and the Residential 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 Residential 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 to alter, or to perform any repairs of any sort whatsoever to, the Stalls or the Residential Storage Lockers. Any such alterations 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 Storage in Residential Storage Lockers

The Tenant shall not store any combustible, hazardous or dangerous materials or items in the Residential Storage Lockers nor use the Residential Storage Lockers for any purpose other than the storage of personal or household items.

3.4 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 Parking Stalls and/or Residential 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 Residential 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 Residential 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 Parking Stall and/or Residential Storage Locker sells all of his or her interest in a strata lot within the Strata Development to which such Parking Stall and/or Residential Storage Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Parking Stall and/or Residential Storage Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Parking Stall and/or Residential 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 Parking Stall and/or Residential Storage Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

- 4.3.1 A holder of an interest (the "**First Owner**") in a Parking Stall and/or Residential Storage Locker (the "**First Parking Stall/Residential Storage Locker**") may exchange his or her interest in the First Parking Stall/Residential Storage Locker with the holder of an interest (the "**Second Owner**") in a different Parking Stall and/or Residential Storage Locker (the "**Second Parking Stall/Residential 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 Parking Stall/Residential Storage Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Parking Stall/Residential 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 Schedules "B" and "C" respectively. 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

Parking Stall/Residential Storage Locker Lease

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Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3.1.

- 4.3.2 A holder of an interest (the "**First Owner**") in a Parking Stall and/or Residential Storage Locker may transfer his or her interest in such Parking Stall and/or Residential 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 Parking Stall. A First Owner is not required to be left with an interest in a Residential 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 Schedules "B" and "C" respectively. 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 4.3.2.

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 Schedules "B" and "C" respectively. 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 Parking Stall and/or Residential Storage Locker, the Tenant and any subsequent assignor of an interest in such Parking Stall and/or Residential Storage Locker will be automatically and

absolutely released from any obligations or liabilities under this Lease pertaining to such Parking Stall and/or Residential 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 Parking Stalls and Residential Storage Lockers and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Parking Stall and/or Residential 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 Parking Stall and/or Residential Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Parking Stall and/or Residential 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 Parking Stall and/or Residential Storage Locker is assigned and the number of the strata lot within the Strata Development to which such Parking Stall and/or Residential 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 Parking Stall and/or Residential Storage Locker under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

4.8 Replacement Parking Stall/Bicycle Locker Location Plan

Parking Stall/Residential Storage Locker Lease

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The Strata Corporation will maintain any replacement Parking Stall/Bicycle Locker Location Plan prepared and delivered to it by the Owner pursuant to Section 2.3 of this Lease.

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 by signing the Form C general document forming Part 1 of this document.

This sketch indicates general parking and storage locker lease areas based on the architectural plans and are for disclosure purposes only. Following construction of these areas, an as-built explanatory plan of the lease areas will be registered.



[illegible]

SCHEDULE "B"

**LUMA
PARKING STALL ASSIGNMENT**

BETWEEN:

POLYGON PARKING LIMITED
900 – 1333 West Broadway
Vancouver, B.C.
V6H 4C2

(the "Assignor")

AND:

RE: Parking Stall No. _____ (the "Stall") shown on the Parking /
Residential Storage Locker Location Plan for LUMA.

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

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 the ____ day of ___, 20 __; made between Polygon Luma Tower Ltd.
as landlord, and Polygon Parking Limited, as tenant registered in the Land Title Office
under No. ____; pertaining to the exclusive right to Lease the Stall 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. _____ (the "Strata Corporation") with a copy to Polygon
Parking Limited.

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 Stall for as long as the
Assignee owns the Strata Lot.

Parking Stall/Residential Storage Locker Lease

531808-100-1844712v2

3. Compliance

The Assignee agrees to use the Stall 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 _____, 20__.

Assignor – Polygon Parking Limited

Assignee –

Assignee –

SCHEDULE "C"

**LUMA
RESIDENTIAL STORAGE LOCKER ASSIGNMENT**

BETWEEN:

POLYGON PARKING LIMITED
900 – 1333 West Broadway
Vancouver, B.C.
V6H 4C2

(the "Assignor")

AND:

(the "Assignee")

RE: Residential Storage Locker No. _____ (the "Locker") shown on the
Parking / Residential Storage Locker Location Plan for LUMA.

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

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 the ____ day of ___, 20__, made between Polygon Luma Tower Ltd.,
as landlord, and Polygon Parking Ltd., as tenant registered in the Land Title Office under
No. ____; pertaining to the exclusive right to Lease the 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. _____ (the "Strata Corporation") with a copy to Polygon Parking
Limited.

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 Locker for as long as the Assignee owns the Strata Lot.

3. Compliance

The Assignee agrees to use the 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. No Combustible Materials

No storage of combustible, hazardous or dangerous materials shall be allowed in the Residential Storage Locker.

5. Sale or Disposition

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

6. Acknowledgment

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

7. 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 _____, 20__.

Assignor – Polygon Parking Limited

Assignee –

Assignee –

SCHEDULE "D"
Parking Stall and Residential Storage Locker Location Plan

END OF DOCUMENT

Parking Stall/Residential Storage Locker Lease
531808-100-1844712v2

EXHIBIT "M"

Strata Property Act
PARKING STALL (WHEELCHAIR ACCESSIBLE) LEASE

THIS AGREEMENT made the _____ day of _____, 20__.

TERMS OF INSTRUMENT – PART 2

PARKING STALL (WHEELCHAIR ACCESSIBLE) LEASE
LUMA

THIS AGREEMENT made the ____ day of ____, 20__.

BETWEEN:

POLYGON LUMA TOWER LTD.

a British Columbia company with an office at Suite 900 –1333
West Broadway, Vancouver, British Columbia, V6H 4C2

(the "Owner")

AND:

POLYGON PARKING LIMITED

a British Columbia company with an office at Suite 900 –1333
West Broadway, Vancouver, British Columbia, V6H 4C2

(the "Tenant")

WHEREAS:

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

PID: 027-975-894

Lot 1, District Lot 96, Group 1, NWD, Plan BCP41579

(the "Lands")

- B. The Owner has agreed to lease to the Tenant those portions of the Lands containing nine (9) wheelchair accessible parking stalls (the "WA Stalls") in the development located on the Lands on parking level P2 with the WA Stalls shown outlined in bold on the wheelchair accessible parking plan (the "WA Parking Plan"), a reduced copy of which is attached hereto as Schedule "A", which was prepared by _____ and certified correct the ____ day of _____, 200__, 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 WA Stalls and with the particular WA Stalls identified on the drawings attached hereto as Schedule "C" (the "WA Parking Stall Location Plan");

- C. The Owner as part of the development of the Property has constructed nine (9) wheelchair accessible residential units (the "**WA Residential Units**") each of which is intended to have use of one of the WA Stalls;
- D. After entering into this Lease, the Owner proposes to subdivide the Property 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**") and following the deposit for registration of the Strata Plan in the appropriate Land Title Office each of the WA Residential Units will become a strata lot currently designated as strata lots 5, 11, 18, 25, 32, 39, 46, 53 and 60 (the "**WA Strata Lots**");
- E. The Strata Plan will designate the WA Stalls 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
- F. 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 WA Stalls as shown outlined on the WA Parking 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 Strata Corporation is dissolved;
- (b) the date the registrar of the appropriate Land Title Office files an order winding up the Strata Corporation; and
- (c) December 31, 9999.

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 for the use and enjoyment of a WA Stall.

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 WA Stall; and
- (b) with respect to the WA Stalls, 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.

2.3 WA Parking Stall Location Plan

Following finalization of the construction of the development on the Lands by the Owner, but prior to any conveyance of a strata lot by the Owner, the Owner shall confirm that the particular WA Stalls are generally as located on the WA Parking Stall Location Plan and if any of the WA Stalls are not located as shown on the WA Parking Stall Location Plan, the Owner shall prepare a new WA Parking Stall Location Plan which shall, without further act, automatically replace the WA Parking Stall Location Plan attached as Schedule "C" to this Lease, and any reference in this Lease, or any partial assignment of this Lease to the WA Parking Stall Location Plan shall be deemed to be a reference to the new WA Parking Stall Location Plan and which new WA Parking Stall Location Plan shall be delivered to and maintained by the Strata Corporation.

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 WA Stalls but thereafter, pursuant to Section 2.0 the Strata Corporation will assume full responsibility for the control, management and administration of the WA Stalls as common property in accordance with the provisions of the Strata Property Act (British Columbia) and, subject to Section 3.3 of this Lease, may pass bylaws or make rules and regulations with respect to the WA Stalls 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 to alter, or to perform any repairs of any sort whatsoever to, the WA Stalls. Any such alterations 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 No Bylaws or Other Restrictions

Neither the Owner nor the Strata Corporation shall pass any bylaws, make rules or regulations or otherwise impose any restrictions on any owner from time to time of the WA Strata Lots from using the WA Stalls as contemplated by this Lease or any assignment of this Lease.

3.4 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 WA Stalls to purchasers of WA Strata Lots within the Strata Development only. Any such assignment 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 WA Stall:

- (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 WA Stall 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 WA Strata Lot within the Strata Development;
- (c) may only be assigned to an owner or purchaser of a WA Strata Lot within the Strata Development; 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 WA Stall sells all of his or her interest in a WA Strata Lot within the Strata Development to which such WA Stall is at such time appurtenant as shown on the register maintained under Section 4.9 without concurrently executing an assignment of such WA Stall to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such WA Stall will be deemed to have been automatically assigned to and assumed by the purchaser of such WA Strata Lot without execution of a partial assignment of this Lease with respect to such WA Stall or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Assignment to WA Strata Lot Owners Only

Neither the Tenant nor any holder of an interest in a WA Stall shall assign this Lease or its interest in a WA Stall to the owner of any strata lot within the Strata Development except to an owner of a WA Strata Lot.

4.4 No Exchanges Permitted

A holder of an interest in a WA Stall may not exchange his or her interest in the WA Stall with the holder of an interest in a different WA Stall.

4.5 No Transfer Except on Sale of WA Strata Lot

Following the initial assignment of the rights under this Lease by the Tenant to the initial owners of the WA Strata Lots within the Strata Corporation a holder of an interest in a WA Parking Stall may not transfer his or her interest in such WA Parking Stall except concurrently with the sale of the WA Strata Lot to an owner of a different WA Strata Lot within the Strata Development, to ensure that each of the owners of a WA Strata Lot is left with an interest in one WA Stall.

4.6 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.

4.7 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.

4.8 Release of Assignors

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

4.9 Register of Partial Assignments

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

- (a) the number of the WA Stall assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the WA Strata Lot within the Strata Development owned by the assignee to which such WA Stall is at the time appurtenant.

Upon request by any owner or prospective purchaser of a WA 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 WA Stall is assigned and the number of the strata lot within the Strata Development to which such WA Stall 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 WA Stall under Sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

4.10 Replacement WA Parking Stall Location Plan

The Strata Corporation will maintain any replacement WA Parking Stall Location Plan prepared and delivered to it by the Owner pursuant to Section 2.3 of this Lease.

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 by signing the Form C general document forming Part 1 of this document.

WA PARKING STALL PLAN

[illegible]

SCHEDULE "B"

WHEELCHAIR ACCESSIBLE PARKING STALL ASSIGNMENT

BETWEEN:

POLYGON PARKING LIMITED

900 – 1333 West Broadway
Vancouver, B.C.
V6H 4C2

(the "Assignor")

AND:

RE: Wheelchair Accessible Parking Stall No. _____ (the "WA Stall") shown on the WA Parking Stall Location Plan for LUMA.

WHEREAS the Assignor is the lessee of the WA Stall and the Assignee is the registered owner or purchaser of strata lot [**5, 11, 18, 25, 32, 39, 46, 53 and 60 only**] (the "WA Strata Lot") (Suite No. _____) in LUMA.

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 the ____ day of ___, 20___, made between Polygon Luma Tower Ltd. as landlord, and Polygon Parking Limited, as tenant registered in the Land Title Office under No. _____; pertaining to the exclusive right to Lease the WA Stall 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. ____ (the "Strata Corporation") with a copy to Polygon Parking Limited.

2. Assignment Contingent Upon WA Strata Lot Ownership

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the WA Stall for as long as the Assignee owns the WA Strata Lot.

3. Compliance

The Assignee agrees to use the WA Stall 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. Further Assignment Restricted – Sale or Disposition Only

The Assignee may only assign its rights under this Assignment in accordance with the Lease, and without limiting the generality of the foregoing, concurrently with the sale of the WA Strata Lot.

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 ____, 20__.

Assignor – Polygon Parking Limited

Assignee –

Assignee –

SCHEDULE "C"

WA PARKING STALL LOCATION PLAN

END OF DOCUMENT

PURCHASE AGREEMENT

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT made as of the _____ day of _____, 19____

BETWEEN:

POLYGON LUMA TOWER LTD.
Suite 900 - 1333 West Broadway,
Vancouver, British Columbia V6H 4C2
("Polygon")

AND:

Tel (Ros): _____

Tel (Bus): _____

Email: _____

(the "Purchaser")

The Purchaser offers to purchase from Polygon

PROPOSED CIVIC ADDRESS: Unit Number _____, Burnaby, British Columbia (the "Home").

LEGAL DESCRIPTION: (Proposed) Strata Lot _____, of the property currently described as PID: 027-975-894 Lot 1 DL 96 Gp 1 NWD Plan BCP41579.

for the purchase price of

DOLLARS (C\$) _____ (the "Purchase Price") on the terms and conditions of this Contract.

1. **DEPOSIT:** The Purchaser will pay an initial deposit of \$_____ to Polygon Realty Limited in trust on signing this offer.
The Purchaser will increase the deposit by \$_____ to a total of \$_____ (which is 10% of the Purchase Price) on or before _____.
The Purchaser will increase the deposit by \$_____ to a total of \$_____ (which is 20% of the Purchase Price) on or before _____.
In the event Polygon does not deliver an amended disclosure statement(s) with respect to receipt of a building permit and receipt of a financing commitment before the date set out above for payment of the additional deposit to increase the total deposit to 20% of the Purchase Price, said increase to 20% will be payable five business days after delivery of the amended disclosure statement(s).
The Purchaser will increase the deposit by an additional \$300 on the Completion Date. Polygon Realty Limited will hold the initial and subsequent deposits (the Deposit(s)) as a stakeholder pursuant to provisions of the *Real Estate Services Act* pending completion of the transaction. The Deposit(s) will be held in an interest-bearing trust account with interest payable to Polygon.
2. **COMPLETION:** The completion date for the purchase and sale of the Home will be determined by Polygon and will be within 30 business days after:
(a) the City authorizing occupancy of the Home; and
(b) title to the Home being created in the Land Title Office (the "Completion Date").
The Completion Date is estimated to be _____ (the "Estimated Date"). This Estimated Date may be extended by Polygon in order to complete construction of the Home to a date not later than six (6) months after such estimated date. The Completion Date will be on this Estimated Date unless notice is given by Polygon in accordance with this Contract.
3. **BUSINESS DAY COMPLETION:** In this Contract, "business day" does not include Saturday, Sunday, and statutory holidays in the Province of British Columbia. If the Completion Date falls on a day that is not a business day, the Completion Date will be the business day immediately following.
4. **POSSESSION:** The Purchaser will have vacant possession of the Home at 12 noon on the day following the Completion Date ("Possession Date").
5. **ADJUSTMENTS:** All adjustments both incoming and outgoing of whatever nature will be made as of the day following the Completion Date ("Adjustment Date").
6. **TITLE:** Polygon will deliver title in fee-simple free and clear of all encumbrances except: existing conditions, provision, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, and registered, pending or proposed restrictive covenants, right-of-way and easements in favour of utilities, public authorities, or others.
7. **COSTS:** The Purchaser will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and Polygon will bear all costs of clearing title.
8. **NO ASSIGNMENT:** Polygon will be required to execute closing documents only in the name of the Purchaser as stated above.
9. **WARRANTY:** On the Completion Date, the Home will be registered under the Travelers Guarantee Company of Canada's 3-5-10 Year Warranty. The standard term Travelers Guarantee Company of Canada 3-5-10 Year Warranty is the sole warranty provided in respect of the Home.
10. **RISK:** The Home and all other items included in the Purchase and Sale will be and remain at the risk of Polygon until 12:01 a.m. on the Completion Date after which time they will be at the risk of the Purchaser.
11. **INCLUDED ITEMS:** The Purchase Price includes refrigerator, gas range, microwave/hood fan combo, dishwasher and stacking washer/dryer.
12. **PARKING:** Polygon covenants with the Purchaser to cause Polygon Parking Limited to enter into an assignment agreement partially assigning Polygon Parking Limited's right under a lease between Polygon and Polygon Parking Limited assigning to the Purchaser the right to use a parking stall. The parking stall to be assigned with the Home will be determined by Polygon at its sole discretion.
13. **FINISHES:** Polygon will complete construction of the Home in accordance with the following particulars:
(a) The Home is plan type _____ as shown on the attached Schedule "A";
(b) The Home will be finished in colour scheme _____ as shown on Polygon's display colour boards;
(c) Finishes are as described in the sales brochure (except as otherwise noted herein). Polygon reserves the right to substitute materials of equal or higher quality in finishing the Home.
14. **AGENCY DISCLOSURE:** Polygon Realty Limited has an agency relationship solely with Polygon and no other party to this Contract.
15. **DISCLOSURE STATEMENT:** The Purchaser acknowledges that the Purchaser has received and has been given the opportunity to read Polygon's Disclosure Statement dated October 2, 2009, together with any amendments, prior to entering into this Contract.
16. **AMENDED DISCLOSURE STATEMENT:** Polygon is making application for a building permit. Upon issuance of the building permit, Polygon will file an amendment to the Disclosure Statement. The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:
(a) The Purchaser may cancel this Contract for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
(b) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her sole discretion cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Purchaser at which time the Purchaser may cancel this Contract for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse or the general layout of the development is materially changed by the issuance of the building permit;
(c) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the Purchase Price; and



POLYGON
POLYGON ITALIA TONER LTD.

Vilte – Pärkær

Yellow - Polymer

14k-5a

Gold - Context

- (d) All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

Polygon is making arrangements for construction financing. Upon receipt of the financing commitment, Polygon will file an amendment to the Disclosure Statement. The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:

- If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her option cancel this Contract at any time after the end of that 12 months period until the required amendment is received by the Purchaser;
- The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and
- All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

In the event Polygon does not file an amended disclosure statement(s) with respect to receipt of a building permit and receipt of a financing commitment by October 1, 2010, Polygon may terminate this Contract without penalty and all deposits will be returned to the Purchaser forthwith upon notice of termination, without deduction.

17. CLOSING PROCEDURES:

- Tender or payment of funds by the Purchaser to Polygon will be by certified cheque or bank draft and tender of funds or documents may be made to the solicitor or notary acting for the other party.
- All documents required under this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office on or before the Completion Date.
- If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to Polygon until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office but only if before such lodging, the Purchaser has (a) made available for tender to Polygon that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgage's conditions for funding except lodging the mortgage for registration, and (c) made available to Polygon the Purchaser's solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.
- If Polygon has existing financial charges to be cleared from the title, Polygon, while still required to clear such charges, may wait to pay and discharge them until immediately after receipt of the Purchase Price from the Purchaser but, in this event, the Purchaser may pay the Purchase Price to Polygon's solicitor in trust, on undertakings to pay and discharge the financial charges from the Purchase Price, and remit the balance, if any, to Polygon.

18. CLOSING IN ES CROW: If the strata plan is not fully registered on or before the Completion Date, the Purchaser and Polygon agree to extend the Completion, Adjustment, and Possession Dates as set out in Schedule "B" attached.

19. TIME OF THE ESSENCE: Time will be of the essence and, unless this purchase and sale is completed on or before the Completion Date or terminated in accordance with paragraph 16, Polygon may, at its option, terminate this Contract, in which event, the Deposit(s) will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies.

20. DEPOSIT DEFAULT: If the Purchaser fails to pay a Deposit on or before the due date(s) set out in this Contract, the Purchaser will be deemed to be in default and Polygon may elect to cancel this Contract and on such cancellation all Deposits paid together with all accrued interest will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies including the right to recover additional damages and all outstanding Deposits payable hereunder.

No acceptance of late or partial Deposit(s) will be deemed to be a waiver by Polygon of any subsequent breach and no failure or delay in exercising any rights by Polygon will constitute a waiver of Polygon's rights under this paragraph.

21. DELAY: Polygon at its sole option, may, by written notice delivered to the Purchaser not later than thirty (30) days prior to the Completion Date, extend the Completion, Adjustment and Possession Dates for a maximum of six (6) months.

22. FORCE MAJEURE: Notwithstanding the above paragraph, if completion of the construction of the Home is delayed as a result of a strike, lockout, labour unrest, inability to obtain or delay in delivery of labour or materials, or other cause or event beyond Polygon's reasonable control, then the Completion, Adjustment and Possession Dates will be extended for a period equivalent to such period or periods of delay. Polygon will give the Purchaser notice of such delay within thirty (30) days after the delay or delays occur. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties.

23. RESIDENCY: Polygon is a resident of Canada.

24. NOTICE: Any notice under this Contract will be given in writing and delivered to Polygon or the Purchaser at the address above or their respective solicitor or notary. The Purchaser agrees to notify Polygon in writing of any change of address.

25. REPRESENTATIONS: There are no representations, warranties, guarantees, promises or agreements, express or implied, statutory or otherwise, other than those set out in this Contract.

26. PERSONAL INFORMATION: The Purchaser hereby consents to the collection, use and disclosure by Polygon, of personal information about the Purchaser, for all purposes consistent with the transaction contemplated herein including BC Hydro, Terasen Gas, Polygon Customer Service, Travelers Guarantee Company of Canada and the property management company or as may be required by law.

27. CONDITIONAL ACCEPTANCE: This offer will be open for acceptance by Polygon up to 6:00 p.m. on _____, and upon acceptance evidenced by Polygon signing a copy of this offer, there will be a binding Contract on the terms and conditions contained in this Contract. NOTE THAT Polygon's acceptance will be conditional upon Polygon achieving, in its sole judgment, sufficient satisfactory sales of homes in the development on or before January 21, 2010 (the "Condition Date"). In addition, Polygon at its sole discretion may elect to extend the Condition Date by 30 days (the "Extended Condition Date"). This condition is for the sole benefit of Polygon and may be waived by Polygon.

Polygon will be deemed to have waived this condition unless Polygon delivers notice in writing to the Purchaser's address as shown on this Contract by 6:00 p.m. on the Condition Date stating that Polygon at its sole discretion has elected to extend the Condition Date to the Extended Condition Date or that the condition has not been satisfied in which event this Contract will be terminated and of no further force or effect and without recourse by either party provided that the Deposit(s) paid hereunder will be repaid to the Purchaser without deduction together with interest on such Deposit(s) at the rate of 1.5% per annum concurrently with the delivery of such notice.

Dated at Burnaby, British Columbia this _____ day of _____, _____.

Witness:

(Purchaser)

Witness:

(Purchaser)

This offer is accepted this _____ day of _____, _____.

POLYGON LUMA TOWER LTD.

Per: _____



POLYGON

POLYGON LUMA TOWER LTD.

Witness - Purchaser

Witness - Polygon

Print - Sign

Gold - Conveyance

Luma

SCHEDULE "B"
Escrow Closing

Date _____

PROPOSED CIVIC ADDRESS: Unit Number _____, Burnaby, British Columbia (the "Home").

LEGAL DESCRIPTION: (Proposed) Strata Lot _____, of the property currently described as PID: 027-975-894 Lot 1 DL 96 Cp 1 NWD Plan BCP41579.

Whereas registration of the Strata Plan and the creation of legal title to the Home has not been completed, the parties agree to extend the Completion Date; and the Purchaser is desirous of taking possession of the Home on the Possession Date and Polygon is agreeable to allowing the Purchaser to take possession thereof upon the terms and conditions contained herein, the parties agree as follows:

1. The Completion Date of the purchase and sale shall be extended to the earlier of:
 - (a) the second business day following delivery by Polygon to the Purchaser or the Purchaser's solicitor or notary of written confirmation that the Land Title Office has completed registration of the Strata Plan, or
 - (b) 120 days after the actual Possession Date as defined herein.The Completion Date as extended in this clause shall be referred to as the "Extended Closing Date."
2. The Purchaser may take possession of the Home on the Possession Date or such other date prior to the Extended Closing Date (the "Actual Possession Date") as the parties may agree upon subject to satisfaction of the following terms and conditions:
 - (a) Polygon and the Purchaser shall have executed and delivered to the Purchaser's solicitor or notary, Polygon's and the Purchaser's Statement of Adjustments settling all necessary adjustments in respect of the purchase of the Home made as of the Actual Possession Date, which date shall be the Adjustment Date for purposes of this Contract;
 - (b) the Purchaser and a representative of Polygon shall have conducted an inspection of the Home and settled upon a list of deficiencies in the Home to be remedied by Polygon, if any;
 - (c) the Purchaser shall have executed and delivered to its solicitor or notary all documents and agreements necessary for completion of the purchase, together with written confirmation that all mortgage financing required by the Purchaser for completion of the purchase, if any, has been approved by the mortgage lender. To the extent that mortgage documents have been prepared, the Purchaser shall have executed and delivered such documents to the mortgagee's solicitor;
 - (d) the Purchaser shall have deposited with its solicitor or notary the funds required to complete the purchase, less only the net amount of mortgage proceeds, and the solicitor or notary shall have invested such funds in an interest bearing trust account with interest accruing to Polygon from the Actual Possession Date;
 - (e) Polygon shall have obtained either an occupancy permit for the Home or other evidence that the Home has been approved for occupancy by the municipality or city in which the Home is situated;
 - (f) Polygon shall have delivered to the Purchaser's solicitor or notary a Form A, Freehold Transfer, of the Home in favour of the Purchaser duly executed in registrable form requiring only insertion of the Strata Plan number and Parcel Identifier number for the Home;
 - (g) the Purchaser shall have given its solicitor or notary irrevocable instructions to complete the purchase of the Home on the Extended Closing Date; and
 - (h) the solicitors for Polygon and the Purchaser shall have settled their respective undertakings in respect of the closing and the Purchaser's solicitor or notary has confirmed to Polygon's solicitor that he knows of no conditions precedent to the advance of the mortgage funds save and except registration of title and of the mortgage security.
3. The Purchaser shall pay to Polygon interest calculated on that portion of the purchase price which is equal to the expected net proceeds of the Purchaser's mortgage financing, such interest to be calculated at the interest rate equal to that payable under the terms of the said mortgage(s) from the Actual Possession Date and payable to Polygon on the Extended Closing Date.
Interest earned on that portion of the purchase price held in trust pursuant to clause 2(d) shall accrue to the benefit of and be paid to Polygon on the Extended Closing Date.
4. Polygon shall use its best efforts to cause registration of the Strata Plan to be completed as quickly as possible and in any event within 120 days after the Actual Possession Date.
5. The parties hereto agree to do such acts and to execute and deliver such deeds, documents and other assurances as may be reasonably required to complete the sale and purchase in accordance with the terms hereof.
6. Except as amended hereby, all terms and conditions of the Contract are ratified and confirmed and remain in full force and effect.

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POLYGON

POLYGON LUMA TOWER LTD.

Witness - Purchaser

Witness - Polygon

Witness - Strata

Witness - Conveyance

ADDENDUM/AMENDMENT

Date _____

LEGAL DESCRIPTION: (Proposed) Strata Lot _____, of the property currently described as PID: 027-975-294 Lot 1 DL 96 Gp 1 NWD Plan BCP41579.

between POLYGON LUMA TOWER LTD. ("Polygon") and

as Purchaser, the parties agree as follows:

All other terms and conditions contained in the said Contract remain the same and in full force and effect.

DATED at Burnaby, British Columbia this _____ day of _____, _____

Witness:

(Purchaser)

Witness:

(Purchaser)

POLY GON LUMATOWER LTD.

Per: _____



POLYGLUTAMATE OVER LTD.

White - Purchaser

Yellow - Polygon

Prk-Sha

Gold - Conveyance

EXHIBIT "O"

PURCHASE AGREEMENT FOR MANAGER'S SUITE



CONTRACT OF PURCHASE AND SALE

THIS CONTRACT made as of the 2nd day of October, 2009,

BETWEEN:

POLYGON LUMA TOWER LTD.
Suite 900 - 1333 West Broadway,
Vancouver, British Columbia V6H 4C2
("Polygon")

AND: The Owners, Strata Plan BCS

Tel (Res): _____

Tel (Bus): _____

Email: _____

(the "Purchaser")

The Purchaser offers to purchase from Polygon

PROPOSED CIVIC ADDRESS: Unit Number 105 - 6688 Arcola Street, Burnaby, British Columbia (the "Home").

LEGAL DESCRIPTION: (Proposed) Strata Lot 5, of the property currently described as PID: 027-973-894 Lot 1 DL 96 Op 1 NWD Plan BCF41579.

for the purchase price of Three Hundred and Nineteen Thousand Nine Hundred DOLLARS (C\$) 319,900 (the "Purchase Price") on the terms and conditions of this Contract.

1. **DEPOSIT:** The Purchaser will pay an initial deposit of \$10,000 to Polygon Realty Limited on signing this offer. Polygon Realty Limited will hold the initial and subsequent deposits (the "Deposit(s)") as a stakeholder pursuant to provisions of the *Real Estate Services Act* pending the completion of the transaction. The Deposit(s) will be held in an interest bearing trust account with interest payable to Polygon.
2. **COMPLETION:** The sixth day following the issuance of the occupancy permit for the Home or such other time as may be agreed between Polygon and the Purchaser.
3. **BUSINESS DAY COMPLETION:** In this Contract, "business day" does not include Saturday, Sunday, and statutory holidays in the Province of British Columbia. If the Completion Date falls on a day that is not a business day, the Completion Date will be the business day immediately following.
4. **POSSESSION:** The Purchaser will have vacant possession of the Home at 12 noon on the day following the Completion Date ("Possession Date").
5. **ADJUSTMENTS:** All adjustments both incoming and outgoing of whatsoever nature will be made as of the day following the Completion Date ("Adjustment Date").
6. **TITLE:** Polygon will deliver title in fee simple free and clear of all encumbrances except: subsiding conditions, provisions, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, and registered, pending or proposed restrictive covenants, rights-of-way and easements in favour of utilities, public authorities, or others.
7. **COSTS:** The Purchaser will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and Polygon will bear all costs of clearing title.
8. **NO ASSIGNMENT:** Polygon will be required to execute closing documents only in the name of the Purchaser as stated above.
9. **WARRANTY:** On the Completion Date, the Home will be registered under the Travelers Guarantee Company of Canada's 2-5-10 Year Warranty. The standard from Travelers Guarantee Company of Canada's 2-5-10 Year Warranty is the sole warranty provided in respect of the Home.
10. **RISK:** The Home and all other items included in the Purchase and Sale will be and remain at the risk of Polygon until 12:01 a.m. on the Completion Date after which time they will be at the risk of the Purchaser.
11. **INCLUDED ITEMS:** The Purchase Price includes refrigerator, gas range, microwave/hood/fan combo, dishwasher and stacking washer/dryer.
12. **PARKING:** Polygon covenants with the Purchaser to cause Polygon Parking Limited to enter into an assignment agreement partially assigning Polygon Parking Limited's right under a lease between Polygon and Polygon Parking Limited assigning to the Purchaser the right to use a parking stall. The parking stall to be assigned with the Home will be determined by Polygon at its sole discretion.
13. **AGENCY DISCLOSURE:** Polygon Realty Limited has an agency relationship solely with Polygon and no other party to this Contract.
14. **DISCLOSURE STATEMENT:** The Purchaser acknowledges that the Purchaser has received and has been given the opportunity to read Polygon's Disclosure Statement dated October 2, 2009, together with any amendments, prior to entering into this Contract.
15. **AMENDED DISCLOSURE STATEMENT:** Polygon is making application for a building permit. Upon issuance of the building permit, Polygon will file an amendment to the Disclosure Statement. The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:
 - (a) The Purchaser may cancel this Contract for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (b) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her option cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel this Contract for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse or the general layout of the development is materially changed by the issuance of the building permit;
 - (c) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the Purchase Price; and
 - (d) All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

Polygon is making arrangements for construction financing. Upon receipt of the financing commitment, Polygon will file an amendment to the Disclosure Statement. The Superintendent of Real Estate requires that the following provisions be made a term of this Contract:

 - (a) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement in which the Home was first offered for sale was filed, the Purchaser may at his or her option cancel this Contract at any time after the end of that 12 months period until the required amendment is received by the Purchaser;
 - (b) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and
 - (c) All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

In the event Polygon does not file an amended disclosure statement(s) with respect to receipt of a building permit and receipt of a financing commitment by October 1, 2010, Polygon may terminate this Contract without penalty and all deposits will be returned to the Purchaser forthwith upon notice of termination, without deduction.

Witness - Purchaser

Witness - Polygon

Witness - Strata

Witness - Conveyance

16. CLOSING PROCEDURES:

- (a) Tender or payment of funds by the Purchaser to Polygon will be by certified cheque or bank draft and tender of funds or documents may be made to the solicitor or notary acting for the other party.
- (b) All documents required under this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office on or before the Completion Date.
- (c) If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to Polygon until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office but only if, before such lodging, the Purchaser has (a) made available for tender to Polygon that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to Polygon the Purchaser's solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.
- (d) If Polygon has existing financial charges to be cleared from the title, Polygon, while still required to clear such charges, may wait to pay and discharge them until immediately after receipt of the Purchase Price from the Purchaser but, in this event, the Purchaser may pay the Purchase Price to Polygon's solicitor in trust, on undertakings to pay and discharge the financial charges from the Purchase Price, and remit the balance, if any, to Polygon.
17. CLOSING IN ESCROW: If the strata plan is not fully registered on or before the Completion Date, the Purchaser and Polygon agree to extend the Completion, Adjustment, and Possession Dates as set out in Schedule "B" attached.
18. TIME OF THE ESSENCE: Time will be of the essence and, unless this purchase and sale is completed on or before the Completion Date or terminated in accordance with paragraph 15, Polygon may, at its option, terminate this Contract, in which event, the Deposit(s) will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies.
19. DEPOSIT DEFAULT: If the Purchaser fails to pay a Deposit on or before the due date(s) set out in this Contract, the Purchaser will be deemed to be in default and Polygon may elect to cancel this Contract and on such cancellation all Deposits paid together with all accrued interest will be absolutely forfeited to Polygon on account of damages, without prejudice to Polygon's other remedies including the right to recover additional damages and all outstanding Deposits payable hereunder.
- No acceptance of late or partial Deposit(s) will be deemed to be a waiver by Polygon of any subsequent breach and no failure or delay in exercising any rights by Polygon will constitute a waiver of Polygon's rights under this paragraph.
20. DELAY: Polygon at its sole option, may, by written notice delivered to the Purchaser not later than thirty (30) days prior to the Completion Date, extend the Completion, Adjustment and Possession Dates for a maximum of six (6) months.
21. FORCE MAJEURE: Notwithstanding the above paragraph, if completion of the construction of the Home is delayed as a result of a strike, lockout, labour unrest, inability to obtain or delay in delivery of labour or materials, or other cause or event beyond Polygon's reasonable control, then the Completion, Adjustment and Possession Dates will be extended for a period equivalent to such period or periods of delay. Polygon will give the Purchaser notice of such delay within thirty (30) days after the delay or delays occur. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties.
22. RESIDENCY: Polygon is a resident of Canada.
23. NOTICE: Any notice under this Contract will be given in writing and delivered to Polygon or the Purchaser at the address above or their respective solicitor or notary. The Purchaser agrees to notify Polygon in writing of any change of address.
24. REPRESENTATIONS: There are no representations, warranties, guarantees, promises or agreements, express or implied, statutory or otherwise, other than those set out in this Contract.
25. PERSONAL INFORMATION: The Purchaser hereby consents to the collection, use and disclosure by Polygon, of personal information about the Purchaser, for all purposes consistent with the transaction contemplated herein including BC Hydro, Terasen Gas, Polygon Customer Service, Travelers Guarantee Company of Canada and the property management company or as may be required by law.
26. GOODS AND SERVICES TAX AND HARMONIZED SALES TAX: The Purchase Price includes Goods and Services Tax, if applicable at the Completion Date, and Harmonized Sales Tax, if applicable at the Completion Date.
27. CONDITIONAL ACCEPTANCE: This offer will be open for acceptance by Polygon up to 6:00 p.m. on _____ and upon acceptance evidenced by Polygon signing a copy of this offer, there will be a binding Contract on the terms and conditions contained in this Contract. NOTE THAT Polygon's acceptance will be conditional upon Polygon achieving, in its sole judgment, sufficient satisfactory sales of homes in the development on or before January 21, 2010 (the "Condition Date"). In addition, Polygon at its sole discretion may elect to extend the Condition Date by 30 days (the "Extended Condition Date"). This condition is for the sole benefit of Polygon and may be waived by Polygon.
- Polygon will be deemed to have waived this condition unless Polygon delivers notice in writing to the Purchaser's address as shown on this Contract by 6:00 p.m. on the Condition Date stating that Polygon at its sole discretion has elected to extend the Condition Date to the Extended Condition Date or that the condition has not been satisfied in which event this Contract will be terminated and of no further force or effect and without recourse by either party provided that the Deposit(s) paid hereunder will be repaid to the Purchaser without deduction together with interest on such Deposit(s) at the rate of 1.5% per annum concurrently with the delivery of such notice.

Dated at Vancouver, British Columbia this 2nd day of October, 2009.

Witness:

Senior Vice-President Customer Service

Witness:

(Purchaser)

This offer is accepted this _____ day of _____, _____.

POLYGON LUMA TOWER LTD.

Per: _____



POLYGON

POLYGON LUMA TOWER LTD.

Wife - Purchaser

Wife - Polygon

Per - SA

Gold - Conveyance

Luma

SCHEDULE "B"
Escrow Closing

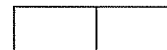
Date October 2, 2009

PROPOSED CIVIC ADDRESS: Unit Number 105 - 6688 Arcola Street, Burnaby, British Columbia (the "Home").

LEGAL DESCRIPTION: (Proposed) Strata Lot 5, of the property currently described as PID: 027-975-894 Lot 1 DL 96 Gp 1 NWD Plan BCP41579.

Whereas registration of the Strata Plan and the creation of legal title to the Home has not been completed, the parties agree to extend the Completion Date; and the Purchaser is desirous of taking possession of the Home on the Possession Date and Polygon is agreeable to allowing the Purchaser to take possession thereof upon the terms and conditions contained herein, the parties agree as follows:

1. The Completion Date of the purchase and sale shall be extended to the earlier of:
 - (a) the second business day following delivery by Polygon to the Purchaser or the Purchaser's solicitor or notary of written confirmation that the Land Title Office has completed registration of the Strata Plan; or
 - (b) 120 days after the actual Possession Date as defined herein.The Completion Date as extended in this clause shall be referred to as the "Extended Closing Date."
2. The Purchaser may take possession of the Home on the Possession Date or such other date prior to the Extended Closing Date (the "Actual Possession Date") as the parties may agree upon subject to satisfaction of the following terms and conditions:
 - (a) Polygon and the Purchaser shall have executed and delivered to the Purchaser's solicitor or notary, Polygon's and the Purchaser's Statement of Adjustments settling all necessary adjustments in respect of the purchase of the Home made as of the Actual Possession Date, which date shall be the Adjustment Date for purposes of this Contract;
 - (b) the Purchaser and a representative of Polygon shall have conducted an inspection of the Home and settled upon a list of deficiencies in the Home to be remedied by Polygon, if any;
 - (c) the Purchaser shall have executed and delivered to its solicitor or notary all documents and agreements necessary for completion of the purchase, together with written confirmation that all mortgage financing required by the Purchaser for completion of the purchase, if any, has been approved by the mortgage lender. To the extent that mortgage documents have been prepared, the Purchaser shall have executed and delivered such documents to the mortgagee's solicitor;
 - (d) the Purchaser shall have deposited with its solicitor or notary the funds required to complete the purchase, less only the net amount of mortgage proceeds, and the solicitor or notary shall have invested such funds in an interest bearing trust account with interest accruing to Polygon from the Actual Possession Date;
 - (e) Polygon shall have obtained either an occupancy permit for the Home or other evidence that the Home has been approved for occupancy by the municipality or city in which the Home is situated;
 - (f) Polygon shall have delivered to the Purchaser's solicitor or notary a Form A, Freehold Transfer, of the Home in favour of the Purchaser duly executed in registrable form requiring only insertion of the Strata Plan number and Parcel Identifier number for the Home;
 - (g) the Purchaser shall have given its solicitor or notary irrevocable instructions to complete the purchase of the Home on the Extended Closing Date; and
 - (h) the solicitors for Polygon and the Purchaser shall have settled their respective undertakings in respect of the closing and the Purchaser's solicitor or notary has confirmed to Polygon's solicitor that he knows of no conditions precedent to the advance of the mortgage funds save and except registration of title and of the mortgage security.
3. The Purchaser shall pay to Polygon interest calculated on that portion of the purchase price which is equal to the expected net proceeds of the Purchaser's mortgage financing, such interest to be calculated at the interest rate equal to that payable under the terms of the said mortgage(s) from the Actual Possession Date and payable to Polygon on the Extended Closing Date.
Interest earned on that portion of the purchase price held in trust pursuant to clause 2(d) shall accrue to the benefit of and be paid to Polygon on the Extended Closing Date.
4. Polygon shall use its best efforts to cause registration of the Strata Plan to be completed as quickly as possible and in any event within 120 days after the Actual Possession Date.
5. The parties hereto agree to do such acts and to execute and deliver such deeds, documents and other assurances as may be reasonably required to complete the sale and purchase in accordance with the terms hereof.
6. Except as amended hereby, all terms and conditions of the Contract are ratified and confirmed and remain in full force and effect.



POLYGON

POLYGON LUMA TOWER LTD.

White - Purchaser

Yellow - Polygon

Pink - Sh

Gold - Conveyance



ADDENDUM/AMENDMENT

Date October 2, 2009

PROPOSED CIVIC ADDRESS: Unit Number 105 - 6688 Arcola Street, Burnaby, British Columbia (the "Home").

LEGAL DESCRIPTION: (Proposed) Strata Lot 5, of the property currently described as PID: 027-975-894 Lot 1 DL 96 Gp 1 NWD Plan BCP41579.

Further to the Contract of Purchase and Sale dated October 2, 2009 made between POLYGON LUMATOWER LTD. ("Polygon") and The Owners, Strata Plan BCS as Purchaser, the parties agree as follows:

Property Transfer Tax: The Purchase Price shall include the Property Transfer Tax payable with respect to the purchase of the Home.

Polygon will arrange for a first mortgage against title to the Strata Lot, in the amount of \$255,920 at an interest rate of not more than 5.49 percent per annum calculated semi-annually, not in advance, with a 5 year term, 35 year amortization period and repayable in blended payments of approximately \$1,362.32 per month including principal and interest.

All other terms and conditions contained in the said Contract remain the same and in full force and effect.

Dated at Vancouver, British Columbia this 2nd day of October, 2009.

Witness:

Senior Vice-President Customer Service

Witness:

(Purchaser)

POLYGON LUMATOWER LTD.

Per:



POLYGON
POLYGON LUMATOWER LTD.
Yellow - Polygon

White - Purchaser

Pink - Strata

Gold - Conveyance