

**ANNUAL GENERAL MEETING MINUTES
STRATA PLAN BCS 40 – "MAYFAIR PLACE"
7368/7388 SANDBORNE AVENUE, BURNABY, BC**

HELD: Tuesday, January 25th, 2011

PLACE: Billiards Room, 7368/7388 Sandborne Avenue, Burnaby, BC

MANAGING AGENT: Karen Steed-Wiercinski, Strata Agent, Ascent Real Estate Management Corp.

REGISTRATION

Owners registered their attendance by signing beside their name on the sign-in sheet.

CERTIFY PROXIES

All proxies were certified at the time of sign-in.

QUORUM REPORT

There were 49 units represented in person and 17 represented by proxy for a total representation of 66.

CALL TO ORDER

Due to lack of quorum the meeting stood adjourned for 30 minutes. As provided by the strata corporation's bylaws, those present following the 30 minute adjournment constituted a quorum and the meeting was duly convened to proceed with the business at hand at 7:30 p.m.

PROOF OF NOTICE

The Proof of Notice was mailed to all owners on January 4, 2011 which meets the notice requirements set out in the *Strata Property Act*.

APPROVAL OF AGENDA

It was **MOVED** and **SECONDED** to approve the agenda.

It was **MOVED**, **SECONDED**, and **CARRIED** to amend the agenda to reflect the approval of the June 26, 2010 Special General Meeting and to add a Security Report to New Business.

The question was called on the amended motion and **UNANIMOUSLY CARRIED**.

APPROVE PREVIOUS AGM MINUTES – JANUARY 20, 2010

It was **MOVED**, **SECONDED**, and **CARRIED** to approve the January 20, 2010 Annual General Meeting minutes as previously distributed.

APPROVE PREVIOUS SGM MINUTES – JUNE 26, 2010

It was **MOVED**, **SECONDED**, and **CARRIED** to approve the June 26, 2010 Special General Meeting minutes as previously distributed.

PRESIDENT'S REPORT

The Council President advised that the building envelope repair project is underway and work should commence March 2011. The matter of the collection of the special levy was addressed and the ownership was advised that only a very small number of people are in arrears and have not paid the instalments to date. The floor was opened for discussion and it was clarified that all windows will be addressed in the repair project.

Collection procedures were queried and the strata agent advised that any owners in arrears of the levy following the final instalment February 1, 2011 will be issued a Notice of Default and their mortgage holder will be advised of the arrears. Those owners will be given 21 days to remit payment in full and failure to comply will result in the registering of a lien against the owner's title. These collection costs will incur additional charges to those owners in excess of \$700 respectively.

INSURANCE COVERAGE REPORT

The strata agent reviewed the insurance coverage and deductible amounts. She cautioned owners to provide their contents insurer with a copy of the strata insurance policy to ensure sufficient coverage for the strata insurance deductibles in the event a deductible is charged back to the owner.

ELECTION OF COUNCIL

As required by the strata corporation's bylaws, all council members must resign at the AGM and are eligible for re-election. The floor was opened to nominations and volunteers and the following owners permitted their names to stand for election to the 2011/2012 fiscal year:

Darren Miller	202 T2
George McKillop	1901 T1
Murray MacKinnon	2002 T1
Esther Leung	1703 T1
Walter Christensen	1403 T2
Albert Chan	305 T2
Beth Molitor	1003 T2

The former council and the building committee were thanked for all their hard work during the year.

The floor was closed and the above owners were declared elected by acclamation.

APPROVAL OF BUDGET

It was **MOVED** and **SECONDED** to approve the budget as presented and the floor was opened to discussion. It was clarified that the budget does not call for an increase in strata fees. The CRF allocation will increase over the prior year increase to rebuild the fund in light of its depletion by way of legal fees.

An owner inquired why funds were not allocated for building envelope maintenance when painting of the exterior is not included in the targeted repairs to be conducted. It was responded that those items will be budgeted after completion of the building repair project.

Insurance rates are expected to increase in the new fiscal year. Fire & Safety expenses are budgeted to be \$15,000 based on the prior fiscal year actual expenditure of \$12,000 when the budget for that fiscal was only \$7,500.

It was **MOVED** and **SECONDED**, and **CARRIED** to amend the budget to reflect \$20,000 from Retained Earnings to the operating budget and to include an operating line item to reflect a \$20,000 building interior post construction clean-up.

It was **MOVED**, **SECONDED**, and unanimously **CARRIED** to approve the amended budget.

NEW BUSINESS

1. **Security Committee Report:** Walter Christensen reported on behalf of the Committee, noting the Committee was formed due to the high number of break-ins. In 2002, both buildings were given occupancy permits and break-ins started almost immediately upon owners taking possession of Tower I. The contractors still had an interest in the building at that time and they hired a security company to conduct patrols and the break-ins came under control. This continued for a short time after the strata corporation assumed responsibility for the buildings; however, this ceased due to costs. Break-ins resumed at that point and as many as 36 cars were broken into in one night. It was at this point that the Security Committee was struck. At present there are approximately 5 owners on the Committee and conducting patrols. The Committee is in great need of more participation from owners. Owners were encouraged to put their name forward to join the Committee.

Owners and residents are requested not to park in the above ground visitor parking area. Guests should be told not to leave anything visible in their vehicle when parking in the visitor parking.

A round of applause was extended in appreciation of all the work the Security Committee does.

SPECIAL RESOLUTION BY ¾ VOTE: NOISE COMPLAINT BYLAW AMENDMENT

The resolution was read aloud and it was **MOVED** and **SECONDED** to approve the resolution as presented.

BE IT RESOLVED, that the Owners' Strata Plan BCS 40 – "Mayfair Place", by a ¾ vote resolution, amend bylaws 4.11 and 4.12 as follows:

4. Use of Property
A Resident or Guest must NOT:
 - 4.11 make, cause or produce excessive noise, smell, vibration, or glare in or about any *Strata Lot* or *Common Property* or do anything which will interfere unreasonably with any other *Resident*. Residents shall first attempt to address their noise complaint issues with their neighbour prior to involving council;

- 4.12 use any musical instrument, amplifier, sound reproduction equipment or other device within or about any *Strata Lot*, the *Common Property* or any limited *Common Property* such that it causes a disturbance or interferes with the comfort of any other *Resident*. Residents shall first attempt to address their noise complaint issues with their neighbour prior to involving council;"

The underlined portions indicate additions to the bylaws.

The reasoning behind the resolution was reviewed as noted in the preamble. Often times, owners are not aware they are causing a disturbance. Further, it is an onerous task if council's primary function is resolving neighbour noise complaints. The floor was opened to discussion. Various opinions were voiced, including that conflict between neighbours can happen when the complainant is not anonymous to the owner responsible for the noise.

An owner cautioned owners they must be cognizant that a reasonable amount of noise must be expected in a community setting such as a high-rise.

The wording of the amendment was questioned with respect to it allowing council to refuse to intervene when an owner is not comfortable approaching their neighbour. It was clarified that the wording "shall first attempt" does not eliminate council involvement in such a case as noted by the owner.

It was **MOVED, SECONDED**, and **CARRIED** to amend the resolution as follows:

4. Use of Property
A Resident or Guest must NOT:
- 4.11 make, cause or produce excessive noise, smell, vibration, or glare in or about any *Strata Lot* or *Common Property* or do anything which will interfere unreasonably with any other *Resident*. Residents are encouraged to first attempt to address their noise complaint issues with their neighbour in suites to which they have access prior to involving council;
- 4.12 use any musical instrument, amplifier, sound reproduction equipment or other device within or about any *Strata Lot*, the *Common Property* or any limited *Common Property* such that it causes a disturbance or interferes with the comfort of any other *Resident*. Residents are encouraged to first attempt to address their noise complaint issues with their neighbour in suites to which they have access prior to involving council;

The underlined portions indicate additions to the bylaws.

It was **MOVED, SECONDED**, and unanimously **CARRIED** to approve the amended motion.

SPECIAL RESOLUTION BY ¾ VOTE: LIMITATION OF FOBS BYLAW AMENDMENT

It was **MOVED** and **SECONDED** to approve the resolution as presented and the resolution was read aloud.

BE IT RESOLVED, that the Owners' Strata Plan BCS 40 – "Mayfair Place", by a ¾ vote resolution, amend bylaw 4.29 as follows:

4. Use of Property
A Resident or Guest must NOT:
- 4.29 give any keys, combinations, security cards or other means of access to the building, the parking garage, or common areas to any person other than an employee, contractor, *Resident, Guest*, or emergency contact of the *Strata* Lot permitted by these bylaws. Building access devices assigned to each suite will be limited to only the number of residents and two additional devices for emergency contacts;"

The underlined portion indicates the addition to the bylaw.

The resolution was explained and those present were advised that some residents have as many as 8 fobs and there is concern that non-residents are provided fobs in order that they can make use of the building's facilities. The floor was opened to discussion. A short discussion ensued and the bulk of comments were in favour of the resolution; however, there were comments in opposition of the resolution.

It was **MOVED** and **SECONDED** to amend the resolution as follows:

4. Use of Property
A Resident or Guest must NOT:
- 4.29 give any keys, combinations, security cards or other means of access to the building, the parking garage, or common areas to any person other than an employee, contractor, *Resident, Guest*, or emergency contact of the *Strata* Lot permitted by these bylaws. Building access devices assigned to each suite will be limited to only the number of residents and three additional devices for named emergency contacts and a guest;"

The underlined portion indicates the addition to the bylaw.

The question was called and **CARRIED** with only two opposed. It was **MOVED, SECONDED, and CARRIED** to approve the amended motion with 47 in favour and 6 opposed.

SPECIAL RESOLUTION BY ¾ VOTE: REALTOR LOCK BOXES BYLAW AMENDMENT

The resolution was read aloud and it was **MOVED** and **SECONDED** to approve the resolution as presented.

BE IT RESOLVED, that the Owners' Strata Plan BCS 40 – "Mayfair Place", by a ¾ vote resolution, add bylaw 10.4 as follows:

10. Selling of Strata Lots
- 10.4 The use of realtor lock boxes to house building access devices is prohibited.

Those in attendance were advised that lock boxes are security risks as they are not difficult to access and they contain building and suite keys.

It was **MOVED, SECONDED**, and unanimously **CARRIED** to amend the resolution to reflect the removal of "realtor" from the resolution as follows:

10. Selling of Strata Lots
- 10.4 The use of lock boxes to house building access devices is prohibited.

It was **MOVED, SECONDED**, and unanimously **CARRIED** to approve the amended resolution.

SPECIAL RESOLUTION BY ¾ VOTE: CRF EXPENDITURE TO INSTALL ISOLATION VALVES

The resolution was read aloud and it was explained that without isolation valves, the water to both buildings must be shut down when it is necessary to shut the water off in only one building. This not only causes unnecessary wear and tear on the piping, but is also inconvenient for owners.

BE IT RESOLVED, that the Owners' Strata Plan BCS 40 – "Mayfair Place", by a ¾ vote resolution, authorize the expenditure of not more than \$10,500 (ten thousand five hundred dollars) of Contingency Reserve Funds for the purpose of installing isolation valves to the buildings domestic water supply systems.

It was **MOVED, SECONDED**, and unanimously **CARRIED** to approve the resolution as presented.

SPECIAL RESOLUTION BY ¾ VOTE: APPROVAL TO SETTLE LEGAL PROCEEDINGS

A copy of the resolution is attached to the back of these Minutes. A settlement offer of \$25,000 has been provided by one sub-contractor. In light of the fact that the ownership has rejected resolutions to fund the continuance of the law suit, continuing to leave the suit open incurs unnecessary legal expenses.

Recent case law from the Supreme Court refers to a leaky condo when the engineer has said Mayfair Place is not a leaky condo.

It was **MOVED** and **SECONDED** to approve the resolution as proposed. The question was called and **CARRIED** with 46 in favour and 3 opposed.

DISCUSSION TOPIC: REDUCING RENTAL LIMITATION

The matter of rentals was discussed and it has been suggested that a 10% rental threshold is high and only benefits those who rent their suites. Owners spoke to the matter and the consensus was in favour of reducing the number of rentals in the building. The 2011/12 council was charged with the task of bringing the matter forward to a general meeting in the future.

DISCUSSION TOPIC: INCREASING MINIMUM UNDERLAY REQUIREMENT

The ownership was encouraged to give consideration to increasing the acoustical level of noise dampening in the underlay to mitigate noise complaints generated because hard surface flooring noises carry very easily in a concrete steel stud building.

An owner suggested adopting a requirement for cork underlay. Further discussion continued and council was requested to research the matter further and bring it to the ownership at a future meeting.

ADJOURNMENT

The meeting adjourned at 9:10 p.m.

Ascent Real Estate Management Corporation
Managing Agents
On Behalf of Owners' Strata Plan BCS 40

Karen Steed-Wiercinski
Strata Agent

Email Address: karen@ascentpm.com
Direct Number: 604-293-2445
After Hours Emergency: 604-293-2459

A large resource of information is available on the Mayfair Place website including contact info, frequently asked questions, and rules & bylaws. The website may be accessed at: <http://www.mayfairplace.org>

ID: Your tower street address (i.e. 4 digits)
PW: Your tower postal code (i.e. 6 digits/letters no space or dash)

*Ascent Real Estate Management Corporation 2176 Willingdon Avenue, Burnaby, BC V5C 5Z9
Phone: 604-431-1800 Fax 604-431-1818 E-Mail: ascent@ascentpm.com Web-Site: www.ascentpm.com*

SPECIAL RESOLUTION OF THE OWNERS, STRATA PLAN BCS 40
Approval to Settle Legal Proceedings

WHEREAS The Owners, Strata Plan BCS 40 (the “Strata Corporation”), on its own behalf and on behalf of individual owners of strata lots in a condominium development located at 7368 and 7388 Sandborne Avenue, Burnaby, British Columbia, and known as “Mayfair Place” has commenced an action in the Supreme Court of British Columbia, Vancouver Registry Number S086014 (the “Action”) against Aabacat Sheet Metal Corporation, Accurate Aluminum Ltd., Adco Pools (1993) Ltd., Advance Sheet Metal Ltd., Alba Installations Inc., All-West Spray-On Insulation Ltd., 0113426 B.C. Ltd. (formerly known as Allied Windows, a division of A.A.P. Windows Ltd.), John Doe #1 (a dissolved company formerly known as Altima Drywall Company Ltd.), Benkin Sheet Metal (2000) Ltd., John Doe #2 (a dissolved company formerly known as Benkin Sheet Metal Ltd.), John Doe #3 (a dissolved company formerly known as Cana Brass Ltd.), City of Burnaby, John Doe #4 (a dissolved company formerly known as D.A. Doyle Architect Inc.), Delco Fireplaces Ltd., Dominion Masonry (1993) Ltd., Dominion Masonry Ltd., John Doe #5 (a dissolved company formerly known as Durante Kreuk (Holdings) Ltd.), Durante Kreuk Ltd., Fraser Glass Installations Ltd., Geoffrey Glotman, John Doe #6 (a dissolved company formerly known as Globe Mechanical (1991) Ltd.), John Doe #7 (a dissolved company formerly known as Globe Mechanical Ltd.), GS*Sayers Engineering Ltd. a.k.a. Glotman Simpson Consulting Engineers, GBL Architects Inc. (formerly Gomberoff Policzer Bell Lyon Architects Group Inc.), Gordon Spratt & Associates Ltd., Gordon Spratt, John Rockingham, Kenneth Ting K. Chow, Lawrence Doyle Young & Wright Architects Inc. (formerly known as Lawrence Doyle Architect Inc.), Lawrence Doyle, Layton Consulting Ltd., Marjan Malekyazdi, George Frederick Boxwell c.o.b.a. Marrox Industries, Maryam Malekyazdi, John Doe #8 (a dissolved company formerly known as Metro-Can Construction (LK) Ltd.), Metro-Can Construction Ltd., Myles Sterling, National Door & Hardware Ltd., National Home Warranty Programs Ltd., John Doe #9 (a dissolved company formerly known as National Tile (Bridgeport) Ltd.), John Doe #10 (a dissolved company formerly known as National Tile Ltd.), New York Painting & Coating Ltd., Tim Ferguson c.o.b.a. North By Northwest Ventures, North By Northwest Ventures Inc., Paula Marie Menard Harned, Peter Gary Kreuk, Peter Ross (2000) Ltd., Pioneer Consultants Ltd., PS Enterprises Management Ltd., Rockingham Engineering Limited, Royal & Sun Alliance Insurance Company of Canada, and in French, Royal & Sun Alliance Du Canada, Societe D’Assurances, Clearwater Door Manufacturing Ltd. c.o.b.a. Salish Doors, Scott Harned, Shahram Malekyazdi, Shahrohk Peter Malek, Spacan Manufacturing Ltd., Station Hill Park Development Corp., Myles Sterling Holdings Ltd. (formerly known as Sterling, Cooper & Associates Ltd.), Stuart Lyon, John Doe #11 (a dissolved company formerly known as Taylored Contracting Ltd.), Ted Newell Engineering Ltd., Urban Design Group Architects Ltd., and Urban Design Group Ltd. (collectively, the “Defendants”);

AND WHEREAS the Action claims damages and other relief in respect of loss suffered by such owners and arising out of (i) defects and deficiencies in the design, construction, manufacturing and inspection of the common property, common facilities, common assets and individual strata lots in Mayfair Place, (ii) misrepresentation and (iii) breach of the Strata Corporation’s warranty policies;

AND WHEREAS the Strata Corporation has agreed to settle all claims between it and the Defendant Layton Consulting Ltd. (“Layton”) related to or arising out of the Action and the Strata Corporation

has agreed not to continue or maintain the Action against Layton in exchange for the payment to the Strata Corporation of \$25,000.00 (the "Settlement");

AND WHEREAS the terms of the Settlement are reflected in the Settlement Agreement and Covenant Not to Sue Where Litigation Has Been Commenced attached as Schedule "A" to this Resolution (the "Settlement Agreement");

AND WHEREAS the Strata Corporation contemplates discontinuing the Action against the remaining Defendants (the "Remaining Defendants");

AND WHEREAS section 82(3) of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") requires that a strata corporation obtain prior approval by a resolution passed by a $\frac{3}{4}$ vote (as defined in section 1(1) of the Act) at an annual or special general meeting before it disposes of personal property with a market value of greater than \$1,000.00 or such amount as set out in the bylaws of the Strata Corporation;

BE IT RESOLVED by a $\frac{3}{4}$ vote, pursuant to section 82(3) of the Act, that the Strata Corporation is hereby duly authorized to accept and agree to the terms of the Settlement Agreement both on its own behalf and, to the extent permitted under the Act and this Resolution, representatively on behalf of all present owners of the strata units and common property comprising Mayfair Place, and that the acceptance of the Settlement Agreement by Darren Miller, authorized representative of the Strata Corporation, is hereby ratified, authorized and approved.

BE IT FURTHER RESOLVED by a $\frac{3}{4}$ vote pursuant to section 82(3) of the Act, that the Strata Corporation is duly authorized and directed to execute (by its authorized signatories) the Settlement Agreement, both on its own behalf and, to the extent permitted under the Act and this Resolution, representatively on behalf of all present owners of the strata units and common property comprising Mayfair Place, and that the execution of the Settlement Agreement by Darren Miller, authorized representative of the Strata Corporation, is hereby ratified, authorized and approved.

BE IT FURTHER RESOLVED by a $\frac{3}{4}$ vote pursuant to section 82(3) of the Act, that the Strata Corporation is duly authorized to discontinue the Action against the Remaining Defendants.

END OF RESOLUTION

SCHEDULE "A"

NO. S-086014
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN BCS 40

PLAINTIFF

AND:

AABACAT SHEET METAL CORPORATION, ACCURATE ALUMINUM LTD., ADCO POOLS (1993) LTD., ADVANCE SHEET METAL LTD., ALBA INSTALLATIONS INC., ALL-WEST SPRAY-ON INSULATION LTD., 0113426 B.C. LTD. (formerly known as Allied Windows, a division of A.A.P. Windows Ltd.), JOHN DOE #1 (a dissolved company formerly known as Altima Drywall Company Ltd.), BENKIN SHEET METAL (2000) LTD., JOHN DOE #2 (a dissolved company formerly known as Benkin Sheet Metal Ltd.), JOHN DOE #3 (a dissolved company formerly known as Cana Brass Ltd.), CITY OF BURNABY, JOHN DOE #4 (a dissolved company formerly known as D.A. Doyle Architect Inc.), DELCO FIREPLACES LTD., DOMINION MASONRY (1993) LTD., DOMINION MASONRY LTD., JOHN DOE #5 (a dissolved company formerly known as Durante Kreuk (Holdings) Ltd.), DURANTE KREUK LTD., FRASER GLASS INSTALLATIONS LTD., GEOFFREY GLOTMAN, JOHN DOE #6 (a dissolved company formerly known as Globe Mechanical (1991) Ltd.), JOHN DOE #7 (a dissolved company formerly known as Globe Mechanical Ltd.), GS*SAYERS ENGINEERING LTD. also known as GLOTMAN SIMPSON CONSULTING ENGINEERS, GBL ARCHITECTS INC. (formerly Gomberoff Policzer Bell Lyon Architects Group Inc.), GORDON SPRATT & ASSOCIATES LTD., GORDON SPRATT, JOHN ROCKINGHAM, KENNETH TING K. CHOW, LAWRENCE DOYLE YOUNG & WRIGHT ARCHITECTS INC. (formerly known as Lawrence Doyle Architect Inc.), LAWRENCE DOYLE, LAYTON CONSULTING LTD., MARJAN MALEKYAZDI, GEORGE FREDERICK BOXWELL carrying on business as MARROX INDUSTRIES, MARYAM MALEKYAZDI, JOHN DOE #8 (a dissolved company formerly known as Metro-Can Construction (LK) Ltd.), METRO-CAN CONSTRUCTION LTD., MYLES STERLING, NATIONAL DOOR & HARDWARE LTD., NATIONAL HOME WARRANTY PROGRAMS LTD., JOHN DOE #9 (a dissolved company formerly known as National Tile (Bridgeport) Ltd.), JOHN DOE #10 (a dissolved company formerly known as National Tile

Ltd.), NEW YORK PAINTING & COATING LTD., TIM FERGUSON carrying on business as NORTH BY NORTHWEST VENTURES, NORTH BY NORTHWEST VENTURES INC., PAULA MARIE MENARD HARNED, PETER GARY KREUK, PETER ROSS (2000) LTD., PIONEER CONSULTANTS LTD., PS ENTERPRISES MANAGEMENT LTD., ROCKINGHAM ENGINEERING LIMITED, ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA, AND IN FRENCH, ROYAL & SUN ALLIANCE DU CANADA, SOCIETE D'ASSURANCES, CLEARWATER DOOR MANUFACTURING LTD. carrying on business as SALISH DOORS, SCOTT HARNED, SHAHRAM MALEKYAZDI, SHAHROKH MALEKYAZDI also known as SHAHROKH PETER MALEK, SPACAN MANUFACTURING LTD., STATION HILL PARK DEVELOPMENT CORP., MYLES STERLING HOLDINGS LTD. (formerly known as Sterling, Cooper & Associates Ltd.), STUART LYON, JOHN DOE #11 (a dissolved company formerly known as Taylored Contracting Ltd.), TED NEWELL ENGINEERING LTD., URBAN DESIGN GROUP ARCHITECTS LTD., and URBAN DESIGN GROUP LTD.

DEFENDANTS

**SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE
WHERE LITIGATION HAS BEEN COMMENCED**

This Agreement dated for reference, November ____, 2010 (the "Agreement")

WHEREAS:

- A. The Plaintiff, THE OWNERS, STRATA PLAN BCS 40 (the "Plaintiff") has commenced Supreme Court of British Columbia Action No. S086014 in the Vancouver Registry (the "Action") claiming for loss and damage arising from alleged building deficiencies and construction defects in the Plaintiff's condominium complex located at 7368 and 7388 Sandborne Avenue in Burnaby, British Columbia (the "Loss").

- B. Layton Consulting Ltd. is a Defendant in the Action ("Layton").

- C. The Plaintiff and Layton (collectively the "Parties") have reached a settlement of the issues between them in the Action.
- D. The Plaintiff has not reached a settlement with the remaining Defendants in the Action, set out in the Writ of Summons (the "Remaining Parties").
- E. The Plaintiff maintains the right to continue the action with respect to the Loss against the Remaining Parties in the Action.

FOR AND IN CONSIDERATION of the execution of this Agreement, the payment noted herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this Agreement, the Plaintiff and Layton agree as follows:

1. Layton shall pay to the Plaintiff the total sum of \$25,000.00 (the "Consideration") within 30 days of this Agreement being signed by the Plaintiff.
2. Layton shall not be liable to make any payment whatsoever with respect to the Action or Loss other than the payment of the Consideration.
3. As a condition precedent to the payment of the Consideration, the Plaintiff will within 30 days of receiving the Consideration:
 - (a) seek an Order from the Court to amend the Writ of Summons and any Statement of Claim or Notice of Civil Claim filed in the Action by:
 - (i) deleting Layton's name from the style of cause and deleting any reference to Layton within the body of the Writ of Summons and any Statement of Claim or Notice of Civil

Claim, except as otherwise provided for under paragraph 3(a)(ii) of this Agreement;

- (ii) inserting the following paragraph in the Endorsement to the Writ of Summons, and into any Statement of Claim or Notice of Civil Claim filed in the Action:

"The Plaintiff expressly waives any and all right to recover from the Defendants or any other party any portion of the Plaintiff's loss that may be attributable to the fault, tort, negligence and/ or the breach of any equitable, common law or statutory duty of Layton Consulting Ltd. (the "Excluded Party") and for which the Defendants might reasonably be entitled to claim from the Excluded Party contribution, indemnity or an apportionment either at common law or in equity, pursuant to the Negligence Act, R.S.B.C. 1996, c. 333 and amendments thereto, or any successor legislation."

- (b) provide counsel for Layton a filed Notice of Discontinuance discontinuing the Action against Layton without costs.

4. The Plaintiff hereby covenants not to continue or maintain the Action against Layton, or at any time hereafter, commence, maintain, pursue, continue or assign any action, cause of action, claim, suit, complaint, or proceeding of any nature or kind whatsoever existing to the date of this Agreement and relating to or arising out of the claims alleged in the Action (the "Claims") against Layton, for itself and its respective past and present directors, officers, partners, employees, agents, predecessors, successors, assigns, liquidators, receivers, receiver managers, insurers and trustees.

5. The Plaintiff hereby covenants and agrees that in any other action or claim brought or made by the Plaintiff, or to be brought or made by the Plaintiff against any person or corporation relating to the Claims, the Plaintiff will not seek to recover any portion of the Plaintiff's Loss that may be attributable to the fault, tort, negligence and/or the breach of any equitable, common law or statutory duty of Layton which the Plaintiff claimed from or could have claimed from Layton in the Action relating to or arising out of the Claims, and for which such person or corporation might reasonably be entitled to claim from Layton contribution, indemnity or an apportionment either at common law or in equity, in respect of the Claims.
6. The Plaintiff specifically retains the right to continue and/or pursue its claims alleged in the Action against the Remaining Parties and such other parties, other than Layton, that the Plaintiff may add as defendants therein or in any other action relating to the Claims.
7. The Plaintiff, in continuing to pursue the Claims against the Remaining Parties and in any event within 7 days of receiving the Consideration, will limit his claim for recovery to the several extent of liability of the Remaining Parties, and will not seek to recover against the Remaining Parties or any other person or corporation, any portion of his losses which he claimed or could have claimed from Layton in the Action which a Court may attribute to the fault, tort, negligence, and/or the breach of any equitable, common law or statutory duty of Layton.
8. Nothing herein shall constitute or be construed as an admission of liability on the part of Layton.
9. The Parties to this Agreement will each, at the request of the other party, execute and deliver such further documents and do such further acts and things as may

reasonably be requested in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.

10. The terms of this Agreement are contractual, not a mere recital, and this Agreement is executed for the purposes of dealing with the Claims of the Plaintiff as described in this Agreement.
11. There are no representations, collateral agreements, or conditions with respect to this Agreement affecting the liability of any or all of the Parties to this Agreement except as contained herein.
12. The Parties acknowledge and agree that this Agreement is a Covenant Not to Sue and is not and shall not be construed as a Release.
13. Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the Parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.
14. If the facts in respect of which this Agreement is made prove to be other than or different from the facts in that connection now known or believed to be true, the undersigned expressly accept and assume the risk of the facts being different and agree that all terms of this Agreement shall be in all respects effective and not subject to termination or rescission by the discovery of any difference in the facts.
15. It is understood and agreed that the terms of this Agreement and the payments made hereunder or referred to herein are and shall remain strictly confidential

between the parties, except as otherwise disclosed to their respective legal counsel, accountants, federal, provincial or municipal taxing authorities as required, or as otherwise required by law.

16. The Plaintiff hereby acknowledges that by executing this Agreement, the Plaintiff's representative has read and understood the Agreement, has had the benefit of independent legal counsel, has exercised his own independent judgement and has not been influenced to any extent whatsoever by any representation, statements or conduct of any description whatever on the part of Layton or their counsel.


17. This Agreement shall be governed by and construed in accordance with the laws of British Columbia. All disputes arising out of or in connection with this Agreement shall be submitted to and subject to the exclusive jurisdiction of the courts of British Columbia.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date above written.

SIGNED, SEALED AND DELIVERED by)
the Plaintiff, The Owners, Strata Plan BCS)
40, in the presence of:)

Witness: Myermin)
602-7368 Sandborne Ave)
Address: Burnaby BC V5N 5C5)

Occupation: Retired

Signature: 
Name: Darren Miller
Authorized Representative
of The Owners, Strata Plan
BCS 40.

SIGNED, SEALED AND DELIVERED by)
the Defendant, Layton Consulting Ltd. in)
the presence of:)

Witness:)

_____)

Address:)

_____)

Occupation:)

_____)

Signature: _____

Name: _____

**Authorized Representative
of Layton Consulting Ltd.**