

Our File No.: V08-079
July 13, 2010

Strata Plan LMS 4050 – "501"
c/o Vancouver Condominium Services Ltd.
#400 – 1281 W. Georgia St.
Vancouver, B.C. V6E 3J7
bporteous@vancondo.com

Attention: Bunny Porteous

Dear Ms:

Re: Strata Plan LMS 4050 – "The 501"
501 Pacific Street, Vancouver, B.C.
Concrete Re-Coating, Sealant Renewal and Associated Maintenance Work
-- Dow Corning AllGuard Silicone Elastomeric Coating 10-yr Limited
Performance Warranty

The enclosed ten year warranty is offered commencing July 9th, 2010 on work completed by ProStar Painting and Restoration Ltd. at the above-mentioned development. Dow Corning AllGuard Silicone Elastomeric Coating has been applied at the following locations:

- 1) To all concrete surfaces of the entire tower complex except the ground floor level.
- 2) To the Richards St. façades of all ten (10) townhouse units.

Dow Corning Corporation shall, for a period of ten years from the warranty effective date, be responsible for the cost of replacement coating and for the cost of labour, up to a maximum of five (5) times the cost of the replacement coating, to make any warranty-related repairs.

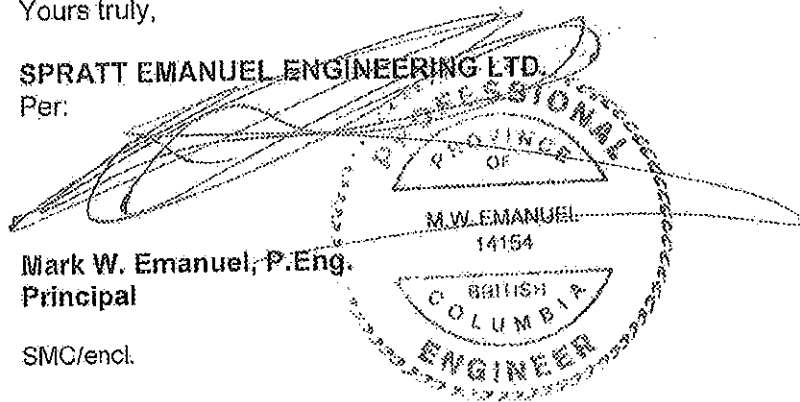
Should you have any questions, please do not hesitate to contact the undersigned.

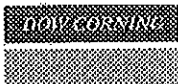
Yours truly,

SPRATT EMANUEL ENGINEERING LTD.
Per:

Mark W. Emanuel, P.Eng.
Principal

SMC/encl.





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DOW CORNING® ALLGUARD SILICONE ELASTOMERIC COATING LIMITED PERFORMANCE WARRANTY

PROJECT	BUILDING OWNER
The 501 501 Pacific Street Vancouver BC V6Z 2X6	LMS 4050 501 Pacific Street Vancouver BC V6Z 2X6 Bunny Ponteous
DOW CORNING® PRODUCTS	CONTRACTOR
Dow Corning® AllGuard Elastomeric Coating	Prostar Painting & Restoration 313 Victoria Drive Vancouver BC V5L 4C7 Les Balogh

WARRANTY NUMBER: 0000023458
WARRANTY EFFECTIVE: 09 Jul 2010
Job Number: 0000059616
Project Number: 0000043876
Document ID: 0000065261

Thank you for selecting DOW CORNING® brand silicone products for your project. The DOW CORNING® AllGuard Silicone Elastomeric Coating is designed to provide above grade, through-water penetration protection when properly applied to sound surfaces. As with all high performance products, depending on building location and design features, periodic maintenance and cleaning may be required to maintain appearance.

Dow Corning Corporation warrants that the DOW CORNING® AllGuard Silicone Elastomeric Coating will not suffer through water penetration for a period of (10) years from the warranty effective date, if:

- The coating is applied in strict accordance with Dow Corning's published or electronic application procedures, and any project specific recommendations from Dow Corning, and
- The coating is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in our Surface Preparation Guide which is available in published or electronic form), and
- The coating is applied within its stated shelf life, and
- Field adhesion tests are made, documented, retained and submitted to Dow Corning upon written request as outlined in our Field Adhesion Test Procedure in order to confirm adhesion under site conditions.

LIMITATIONS

This warranty does not cover:

- Faults attributable to workmanship including but not limited to (improper surface preparation, use of non-approved materials, insufficient coating thickness, or deviation from Dow Corning recommended application procedures).
- Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- Movement of the structure resulting in stresses on the coating which exceed Dow Corning's published specifications for elongation and/or compression for the coating, including but not limited to structural settlement, design error, or construction error.
- Failure of the coating due to:
 - Disintegration, deterioration, or failure of the underlying substrate (including but not limited to cracking, blistering, peeling, structural defects, faulty construction materials, or building joints requiring caulking, sealing, or repointing).
 - Mechanical damage including but not limited to surface abrasion, individuals, tools, vandalism, or other outside agents.
 - Changes in the appearance of the coating including but not limited to, natural weathering (whitening, chalking, fading, staining), the accumulation of dirt or other contaminants deposited on the coating from the atmosphere, or from incompatible substrates.
- Use on single-family residential structures.

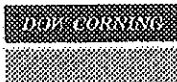
This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

Dow Corning Corporation
Midland, Michigan 48686-0994

Phone: (989) 496-4000

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Revision: February 2004



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The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, coatings, substrates, or the environment/location in which the sealant is installed or applied, including but not limited to:

- a. Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- b. Removal or disposal of the existing sealants and/or coatings.
- c. Removal or disposal of Dow Corning silicone sealants and/or coatings after installation.

Dow Corning sealants are not intended for encapsulating any hazardous materials.

Dow Corning's warranty does not cover faults attributable to workmanship.

This warranty will be null and void if Dow Corning or the Dow Corning distributor has not received payments for the products used.

REMEDIES

In the event of a claim under this warranty, you must notify Dow Corning Corporation within thirty (30) days of the claimed defect and provide Dow Corning with the opportunity to inspect. Dow Corning shall, for a period of (10) years from the warranty effective date, be responsible for the cost of replacement coating and for the cost of labor, up to a maximum of five (5) times the cost of the replacement coating, to make any warranty-related repairs.

DOW CORNING SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW CORNING SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by Dow Corning to the new Owner. Dow Corning must be notified in writing at time of sale to the new Owner. Dow Corning must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the Dow Corning product(s). If these conditions are not met, then this warranty will be rendered null and void.

This Warranty Agreement is the entire agreement between Dow Corning and Buyer and/or Owner with respect to the sale of the Products and supersedes all prior written and oral agreements. This Agreement may be modified only in writing signed by both parties. NOTE: Warranty not in effect unless signed by Dow Corning Corporation.

By: **DOW CORNING CORPORATION**

Paulette Matt

(Signature)
Paulette Matt
Warranty Technician
(Print or type Name)
12 Jul 2010
(Date)

For questions on this or any other warranty you have with Dow Corning Corporation, please contact the Warranty Administration Department at 989-496-3295 or Fax: 989-496-5324.

cc: Albert Nomura, Cascade Aqua-Tech Ltd, #100 - 3215 Norland Avenue, Burnaby, BC, V5B 3A9, CAN
Chris Combs, Dow Corning Corporation, 19215 SE 34th Street, Suite 106, #315, Camas, WA, 98607, USA

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c/o Vancouver Condominium Services Ltd.
#400 – 1281 W. Georgia St.
Vancouver, B.C. V6E 3J7
bporteous@vancondo.com

Attention: Bunny Porteous

Dear Ms:

Re: Strata Plan LMS 4050 – "The 501"
501 Pacific Street, Vancouver, B.C.
Concrete Re-Coating, Sealant Renewal and Associated Maintenance Work
– Dow Corning 790/795 Silicone Building Sealants 20-yr Limited Weatherseal
Warranty

The enclosed **twenty** year warranty is offered commencing July 9th, 2010 on work completed by ProStar Painting and Restoration Ltd. at the above-mentioned development. Dow Corning 790/795 Silicone Building Sealants has been applied at the following locations:

- 1) All vertical concrete control joints.
- 2) All horizontal concrete cold joints.
- 3) All joints at window jambs, and other locations between dissimilar materials of the wall assembly.
- 4) At metal-to-metal joints on the wall assembly.

Dow Corning Corporation shall, for a period of **twenty** years from the warranty effective date, be responsible for the cost of replacement sealant to make any warranty-related repairs.

Should you have any questions, please do not hesitate to contact the undersigned.

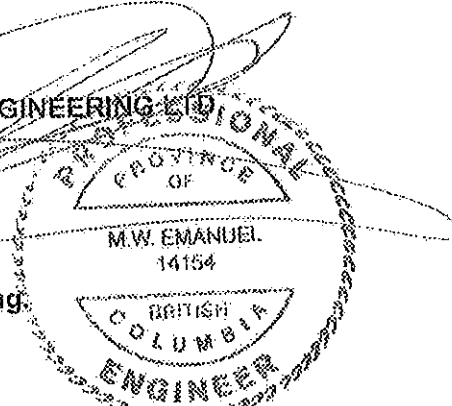
Yours truly,

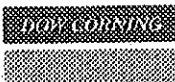
SPRATT EMANUEL ENGINEERING LTD.

Per:

Mark W. Emanuel, P.Eng.
Principal

SMC/encl.





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DOW CORNING® SILICONE BUILDING SEALANTS LIMITED WEATHERSEAL WARRANTY

PROJECT	BUILDING OWNER
The 501 501 Pacific Street Vancouver BC V6Z 2X6	LMS 4050 501 Pacific Street Vancouver BC V6Z 2X6 Bunny Ponteous
DOW CORNING® PRODUCTS	CONTRACTOR
Dow Corning® 790 Silicone Building Sealant Dow Corning® 795 Silicone Building Sealant	Prostar Painting & Restoration 310 Victoria Drive Vancouver BC V5L 4C7 Les Balogh

WARRANTY NUMBER: 0000023459
WARRANTY EFFECTIVE: 09 Jul 2010
Job Number: 0000059616
Project Number: 0000043876
Document ID: 0000065262

Thank you for selecting DOW CORNING® brand silicone products for your project. Dow Corning warrants that the DOW CORNING silicone building sealants indicated above will perform as a watertight weatherseal for a period of (20) years from the warranty effective date, if:

- The sealant is applied in strict compliance with Dow Corning's published or electronic application procedures, and
- The sealant is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in our Surface Preparation Guide which is available in published or electronic form), and
- The sealant is applied within its stated shelf life, and
- Field adhesion tests are made, documented, retained and submitted to Dow Corning upon written request as outlined in our Field Adhesion Test Procedure in order to confirm adhesion under site conditions.

LIMITATIONS

This warranty specifically excludes adhesive and/or cohesive failure of the sealant due to:

- Use of this sealant as a structural or load-bearing adhesive.
- Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- Movement of the structure resulting in stresses on the sealant which exceed Dow Corning's published specifications for elongation and/or compression for the sealant, including but not limited to structural settlement, design error, or construction error.
- Improper installation.

And does not cover damage to, or failure of, the sealant due to:

- Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, or peeling).
- Mechanical damage, including but not limited to surface abrasion, individuals, tools, vandalism or other outside agents.
- Changes in the appearance of the sealant, including but not limited to, natural weathering, the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere or from incompatible substrates.

This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, substrates, or the environment/location in which the sealant is installed or applied, including but not limited to:

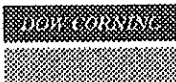
- Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- Removal or disposal of the existing sealants and/or coatings.
- Removal or disposal of Dow Corning silicone sealants and/or coatings after installation.

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Midland, Michigan 48686-0994

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Dow Corning sealants are not intended for encapsulating any hazardous materials.

Dow Corning's warranty does not cover faults attributable to workmanship.

This warranty will be null and void if Dow Corning or the Dow Corning distributor has not received payments for the products used.

REMEDIES

In the event of a claim under this warranty, you must notify Dow Corning Corporation within thirty (30) days of the claimed defect and provide Dow Corning with the opportunity to inspect. Dow Corning shall, for a period of (20) years from the warranty effective date, be responsible for the cost of replacement sealant to make any warranty-related repairs.

DOW CORNING SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW CORNING SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by Dow Corning to the new Owner. Dow Corning must be notified in writing at time of sale to the new Owner. Dow Corning must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the Dow Corning product(s). If these conditions are not met, then this warranty will be rendered null and void.

This Warranty Agreement is the entire agreement between Dow Corning and Buyer and/or Owner with respect to the sale of the Products and supersedes all prior written and oral agreements. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Corning Corporation.

DOW CORNING CORPORATION

By:

Paulette Matt

(Signature)

Paulette Matt

Warranty Technician

(Print or type Name)

12 Jul 2010

(Date)

For questions on this or any other warranty you have with Dow Corning Corporation, please contact the Warranty Administration Department at 989-496-3293 or Fax: 989-496-5324.

cc: Albert Nomura, Cascade Aqua-Tech Ltd, #100 - 3215 Norland Avenue, Burnaby, BC, V5B 3A9, CAN
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