

REAL ESTATE DEVELOPMENT MARKETING ACT

DISCLOSURE STATEMENT OF 28165 YUKON INC. AND PARADISE INVESTMENT TRUST

**STRATA LOTS 1 TO 9, 11 AND 12 STRATA PLAN BCS3916
WEDGE WOODS AT WHISTLER BARE LAND PHASE 1**

Disclosure Statement under the *Real Estate Development Marketing Act*:

December 5, 2012

Developers:	28165 Yukon Inc. and Paradise Investment Trust
Address for Service in British Columbia 28165 Yukon Inc. Paradise Investment Trust	1000-840 Howe Street Vancouver BC V6Z 2M1 c/o Miller Thomson LLP 1000-840 Howe Street Vancouver BC V6Z 2M1
Business Address for the Developers: 28165 Yukon Inc. Paradise Investment Trust	5439 Buckingham Avenue Burnaby BC V6E 1Z9 c/o Societe Generale Private Banking (Bahamas) Ltd. PO Box N7788 Nassau Bahamas
Developers' Real Estate Agents:	The Whistler Real Estate Company Ltd. #137-4370 Lorimer Road Whistler, BC, Canada V0N 1B4 And: Re/Max Sea to Sky Real Estate #139, 4370 Lorimer Road Whistler, B.C. V0N 1B4

DISCLAIMER

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developers to disclose plainly all material facts, without misrepresentation.

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 Developers or the Developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of 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 Developers at the address shown in the disclosure statement received by the purchaser,**
- (b) the Developers at the address shown in 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 Developers must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Developers or the Developer's trustee must promptly return the deposit to the purchaser.

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1. THE DEVELOPERS

1.1 Incorporation

28165 Yukon Inc. ("Yukon") was incorporated under the Yukon Business Corporations Act on May 15, 2000, under incorporation number 28095 and registered extra provincially in the Province of British Columbia on June 11, 2000 under incorporation number A0057097.

Paradise Investment Trust (the "Trust") was created under the laws of the British Virgin Islands on June 11, 2002. The Trustee for the Trust is Sunny Paradise Holdings Inc. (the "Trustee").

Sunny Paradise Holdings Inc which was incorporated under the laws of the British Virgin Islands on May 15, 2002, 2002 under incorporation number 496052 which incorporation was amended on October 9, 2003.

1.2 Assets

Yukon was incorporated as a nominee and bare trustee to acquire and to hold title to the Lands.

The Trust was created to acquire beneficial ownership of the Lands, as hereinafter defined.

Yukon has no assets other than its interest in the Lands and assets related thereto. The Trust has assets other than its interest in the Lands and assets related thereto.

1.3 Registered and Records Offices

1.3.1 Yukon:

1000 840 Howe Street, Vancouver BC V6Z 2M1.

1.3.2 Trust:

Geneva Place 2nd Floor, 333 Waterfront Dr. P.O. Box 3339 Road Town, Tortola British Virgin Islands.

1.3.3 Trustee

Abacus Trust and Management Services Limited British Virgin Islands Geneva Place 2nd Floor, 333 Waterfront Dr. P.O. Box 3339 Road Town, Tortola British Virgin Islands.

1.3.4 Corporate Directors of the Trustee

Societe Generale Private Banking (Bahamas) Ltd. PO Box N7788 Nassau Bahamas.

1.4 Directors and Officers

Yukon

Director: David Ehrhardt.

Officers President, Vice President and Secretary: David Ehrhardt

Directors of Trustee

Morfountaine Ltd. and Carnoustie Ltd.

Directors of Corporate Directors.

The directors of Morfountaine Ltd. and Carnoustie Ltd. are Ms Felicia Mott, Ms Jan Whyms, Mr Kendal Simmons, Ms Candida Bonamy and Mr Perez Donald.

1.5 Background

1.5.1 To the best of the Developers' knowledge, the following is some background information on the development experience of the directors and officers of Yukon and the Trustee,:

(a) Yukon

Yukon has not developed any lands or projects. The development experience of the director and the officer of Yukon is as described below.

Mr. Ehrhardt

Mr. Ehrhardt) has over 30 years experience in Canadian real estate development including single and multifamily as well as commercial projects.

(b) Trustee.

Neither the Trustee nor either of its corporate directors has any experience in Canadian real estate development.

The individual directors of the corporate directors have no experience in Canadian real estate development.

1.5.2 To the best of the Developers' knowledge, neither Yukon, the Trust nor the Trustee or any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust or the Trustee, or any director or officer of Yukon, the Trust or the Trustee within the 10 years prior to the date of the Directors' declarations 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 Developers' knowledge, neither Yukon, the Trustee nor the Trustee nor any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust or the Trustee or any director or officer of Yukon, the Trust or the Trustee within the five years prior to the date of the Developers' declarations 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; and

1.5.4 To the best of the Developers' knowledge, no director or officer nor any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust or the Trustee (collectively the "Principle Holder"), or any director or officer of any such

Principle Holder, within the five years prior to the date of the Developers' declarations attached to this Disclosure Statement, has been a director, officer or held, directly or indirectly more than 10% of any class of voting securities of any other Developers that, while that person was acting in that capacity, that other Developers:

- (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 the assets of that person

1.6 Conflicts of Interest

Other than as described below the Developers are not aware of any existing or potential conflicts of interest among the Developers, manager, or any director or officer or any person holding, directly or indirectly, more than 10% of any class of voting securities of any such person, any director or officer of any person holding, directly or indirectly, more than 10% of any class of voting securities of the Developers or manager, or any person providing goods or services to the Developers, manager or holders of the Strata Lots in connection with the Development that could reasonably be expected to affect the purchaser's purchase decision.

Yukon is the shareholder of Wedgemount Power Inc. (the "Power Company"). The Power Company will have the benefit of the statutory right of ways and/or easements as described in Section 4.4 which will charge lands in subsequent phases of the Development. Yukon may retain control of the Power Company or may assign its assets to a third party. The statutory right of way and/or easements charging Strata Lot 12 and the Lands will allow the use the statutory right of way and/or easement areas for the installation of works and improvements required to utilize the water of Wedge Creek for the generation of electricity.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

This Disclosure Statement relates to Strata Lots 1 to 9, 11 and 12 Strata Plan BCS3916 (collectively the "Strata Lots" and individually a "Strata Lot") being phase 1 of a proposed five phase development, which if all five phases proceed, will comprise a total of 108 bare land strata lots. The subsequent phases will be located on the lands legally described as PID: 027-752-330 Lot A, District Lot 2247 Group 1 New Westminster District Plan BCP39086 Except Phase One Strata Plan BCS3916 (the "Lands").

A copy of the Strata Plan is attached as Exhibit "A" (the "Phase I Strata Plan"). The Owners Strata Plan BCS3916 is hereinafter called the "Strata Corporation".

The Strata Lots are located off Highway 99 in the Squamish-Lillooet Regional District (the "District"), in the Province of British Columbia. The southerly boundary of the District is within 1000 metres of the boundary between the District and the Resort Municipality of Whistler ("RMOW").

In 2007 the RMOW applied to the Province of British Columbia to annex the lands on which the Development is located into the boundaries of the RMOW. As of the date of this Disclosure Statement the application has not been approved. If the Province approves the request for annexation the Development will be located within the boundaries of the RMOW.

2.2 Permitted Use

The zoning applicable to the Development is set out in the District's Green River Estates Zoning Amendment Bylaw No 1036 and Phased Development Bylaw 1079.

Zoning Amendment Bylaw 1036 establishes a Residential zone which permits use of the lands comprising the Green River Estates (now know as "The Wedge"), as defined in that bylaw, to be used for the following purposes: single family dwellings, secondary suites, ancillary uses, buildings and structures, bed and breakfast home, bed and breakfast inn, home based businesses, nature conservation areas, parks, playgrounds, fire halls, neighbourhood convenience store in conjunction with a single family dwelling or bed and breakfast inn, telecommunications equipment, waterworks pump stations, sewer system lift stations and similar unattended utility equipment and machinery, non commercial tennis courts and swimming pools and facilities for exercise equipment.

No exterior storage of any kind is permitted and no more than one dwelling may be built on any one Strata Lot. The convenience store may not exceed 100 square metres and there can be no more than one dwelling used for a bed and breakfast inn. The convenience store and the bed and breakfast must be located within Phase 2 as shown on the plan attached to the Zoning Amendment Bylaw.

The Phased Development Bylaw 1079 authorized the District to enter into a Phased Development Agreement with Yukon. The Phased Development Agreement establishes the covenants and statutory rights of way to be granted by the Developers and establishes the time frames by which they must be granted.

Copies of the Zoning Amendment Bylaw 1036 and the Phased Development Bylaw 1079 are available for review at the municipal offices of the District.

The Power Company may, if it deems necessary or appropriate, apply for, or may request that the Developers apply for, such consents, approvals, permits and zoning as are required from time to time to install, maintain, operate and replace the equipment located or to be located within the portion of the common property of the Strata Corporation or on individual Strata Lots.

2.3 Building Construction

Unless the Developers and the Purchaser enter into a construction contract the Purchaser will be responsible for construction of any improvements on the Strata Lots. Individual building permits will be required for construction on the Strata Lots. It will be the responsibility of Purchaser to obtain all required permits. The Developers have registered a Declaration of Statutory Building Scheme in the Land Title Office under number BB1180570 which they intend to amend. The provisions of the Declaration of Building Scheme and the proposed amendment are described in Section 4.3.

2.4 Phasing

The Development is a 5 phased development. This Disclosure Statement relates to 11 of the 12 Strata Lots which comprise Phase 1.

If the Developers elect to proceed with Phase 2 it will comprise 17 Strata Lots.

If the Developers elect to proceed with Phase 3 it will comprise 13 Strata Lots.

If the Developers elect to proceed with Phase 4 it will comprise 38 Strata Lots.

If the Developers elect to proceed with Phase 5 it will comprise 28 Strata Lots.

A copy of the Form P Phasing Declaration approved by the Approving Officer and filed with the Phase 1 Strata Plan in the Land Title Office under Number BB1180553 and amended by The Amended Phased Strata Plan Declaration filed under number CA2642905 (copy of both attached as Exhibit "M").

The Developers intend to apply for an amendment to the Phasing Declaration which will reduce the size and boundaries of Phase 2 and to include that area within the boundaries of Phase 5.

The Developers must elect to proceed with each of phases on or before the dates specified below;

Phase 1	September 1, 2008
Phase 2	December 15, 2012
Phase 3	December 15, 2013
Phase 4	December 15, 2015
Phase 5	December 15, 2017

The Developers may elect not to proceed with any subsequent Phase on or before the dates specified above or may elect to proceed with any of the phases on or before the dates specified.

The Developers may, from time to time, request the approval of the approving officer to amendments to the Phasing Declaration including but not limited to the dates to proceed with subsequent phases, the number of strata lots in any future phase and the boundaries of any future phase.

If the Developers elect not to proceed with any one or more of Phases 2, 3 4 and 5;

- (a) the portion of the Lands included within any the proposed boundaries of any phase where the Developers elect not to proceed may be developed by the Developers independently of the portion of the Lands included within the boundaries of any phase included within the Strata Corporation;
- (b) the cost of maintenance and operation attributable to any common facilities for which the Strata Corporation will be liable will be allocated amongst only the strata lots in those phases where the Developers have elected to proceed.

The common facilities in Phase 1 are the internal common road located adjacent to Strata Lots 1, 2, 3, 4 and 5, the mail kiosk and the garbage collection facilities.

The costs of operating and maintaining the common facilities are described in the Budget defined in Section 3.7.

If the Developers elects to proceed with Phase 3 the common facilities in Phase 3 will be an activity centre change room, and exercise area, outdoor covered picnic/barbeque area, an all purpose outdoor sports court and parking adjacent to the these facilities all located approximately as shown on the sketch plan attached as Schedule "G";

If the Developers elect to proceed with Phase 4 the common facilities will include an all purpose outdoor sports court located approximately as shown on the sketch plan attached hereto as Schedule "H".

After the strata plan for Phase 3 is deposited the Developers must contribute to the expenses incurred by the Strata Corporation with respect to the common facilities on behalf of the strata lots which will comprise Phase 4 and 5.

Prior to approval by the Approving Officer of the Strata Plan for Phase 1 the Developers provided the District, security in an amount which in the opinion of the Approving Officer covered the full cost of the common facilities.

If the Developers elects not to proceed with Phase 2, Phase 3, Phase 4 or Phase 5, the Strata Corporation or an owner may pursuant to Section 226(2) apply to the Supreme Court of British Columbia for an order directing the District to release the security provided by the Developers for the common facilities which were to have been located in each of those phases.

If the Developers elects not to proceed with Phase 4 or Phase 5 it must pay to the Strata Corporation a contribution towards the costs attributable to the common facilities for the strata lots which would have been created in each of those phases.

In the event that the Developers elect not to proceed with any one or more of Phases, 2, 3 4 and 5, Yukon will retain the Water System and the Sewage System as hereinafter defined and at its discretion make such systems available for use by the occupants of the Lands or adjacent properties so long as such use does not exceed the maximum usage established by the approved design criteria for those systems.

3. STRATA INFORMATION

3.1 Unit Entitlement

The Form V Schedule of Unit Entitlement for the Strata Lots filed in the Land Title Office with the Strata Plan is attached as Exhibit "D". The unit entitlement is the share of an owner in the common property, common facilities and other assets of the Strata Corporation. It is also the figure used to determine the owner's contribution toward the operating costs of the Strata Corporation. The unit entitlement for each Strata Lot is 1 no matter what the size of the Strata Lot.

Section 6.4(3) of the Regulations to the Strata Property Act (the "Regulations") provides that all contributions to a special levy will be allocated to all the Strata Lots in proportion to their unit entitlement.

3.2 Voting Rights

As the Strata Lots in Phase 1 are all residential, each will have one vote. A copy of Form W Schedule of Voting Rights filed in the Land Title Office with the Strata Plan is attached as Exhibit "E".

3.3 Common Property and Facilities

The common property in Phase 1 is the common area road way adjacent to Strata Lots 1, 2, 3, 4, and 5.

3.4 Limited Common Property

The Developers did not designate on the Strata Plan or otherwise any common property as limited common property.

3.5 Bylaws

The Bylaws of the Strata Corporation are those filed in the Land Title Office under number BB1180569, a copy of which is attached as Exhibit "F". The amendments to the Standard Bylaws in the Strata Property Act include provisions:

- (a) levying an interest charge on outstanding strata fees at the rate of 10% per annum, compounded annually;
- (b) establishing fines of \$200 for breach of a bylaw and \$50 for contravention of a rule;
- (c) prohibiting parking on any portion of the common property which has not been designated for such use by the strata council; and
- (d) a provision requiring each owner to comply with any or restrictive covenant, including any section 219 covenant, registered against title to the Strata Lot as well as any local government bylaws regarding environmental protection or sustainability, and permitting an owner to be fined by the Strata Corporation for not doing so;
- (e) providing that an owner must maintain that owner's Strata Lot in a clean, safe and sanitary condition before and during commencement of any construction project. An owner must ensure the safety of any person who enters the Strata Lot prior to or during construction;
- (f) providing that if an owner, in the reasonable opinion of the strata council, fails to meet its obligations with respect to construction and safety issues the strata council may take such actions as it considers necessary, in its sole discretion, to meet the requirements of the bylaws. All costs incurred by the Strata Corporation will be for the account of that owner, and will be due and payable immediately on demand, in addition to any fines that may be levied with respect to that owner's breach of the bylaws.
- (g) prohibiting construction debris, materials or packaging from being deposited on other strata lots or the common property.

- (h) providing that an owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- (i) prohibiting an owner from:
 - (i) excavating or placing fill upon a strata lot or common property, including limited common property;
 - (ii) altering the natural or existing drainage of surface water; or
 - (iii) placing or permitting to be placed a trailer on a Strata Lot or common property, including limited common property;
- (j) requiring that if an owner undertakes work on that owner's Strata Lot involving construction, reconstruction, refurbishment or alteration of a building or other improvement, the foundation and exterior surfaces of such work, and all landscaping, must be completed within 24 months after commencement of construction, subject to extension by the council on application of the owner if the owner is prevented by forces beyond the owner's control from completing the work within this time.
- (k) providing that if an owner fails to meet its obligations under the bylaws described above, and does not do so within 90 days after receiving a notice to that effect from the strata council, the strata council may take such actions as it considers necessary, in its sole discretion, to mitigate the impact on other owners, including landscaping, excavation, placement of fill and construction of fences and hoardings. All costs incurred by the strata corporation will be to the account of that owner, and will be due and payable immediately on demand, in addition to any fines that may be levied with respect to that owner's breach of the bylaws.

The Developer intends to request that the Strata Corporation amend its bylaws to prohibit the use of an outdoor fire pit or other similar outdoor fire devices equipment or structures.

3.6 Parking

No portions of the common property in Phase 1 have been designated by the Developers for parking. All parking in Phase 1 will be within the boundaries of the Strata Lots. If the Developers provide the Amenities in Phase 3 an area adjacent to the Amenities will be designated for parking for those persons using the Amenities on terms and conditions established by the strata council.

3.7 Annual Budget

A copy of the current annual budget for the Strata Corporation and the monthly maintenance of each Strata Lot is attached as Exhibit "B" (the "Budget").

3.8 Utilities and Services

The Development is located within the District. The following services have been provided to the Strata Lots:

- (a) Water:

The pumping, filtration, water treatment station, wells, reservoirs, underground water mains, lines and pipes, together with ancillary appliances and fittings for the purpose of containing, pumping, conveying or metering water and the (collectively the "Water System") has been completed. The Water System provides water to a boundary of each Strata Lot.

Yukon holds a Certificate of Public Convenience and Necessity ("CPCN") from the Province of British Columbia for the construction and operation of the Water System.

Each Strata Lot will be subject to a rent charge charging title to each Strata Lot which will secure payment of monies owing by the owner of a Strata Lot under the applicable water tariff, substantially in the form attached as Exhibit "Q"

Yukon must create a Revenue Deficit Reserve Fund in an amount acceptable to the Comptroller of Water Rights by providing a letter of credit to the Comptroller securing the requisite amount. When the Water System is transferred to the Strata Corporation the monies in the Revenue Deficit Reserve Fund will be returned to Yukon.

Yukon must establish a Replacement Reserve Fund by contributing an annual amount equal to 2% of the capital cost of the Water System in that account. This fund will be transferred to the Strata Corporation at the time the Water System is transferred to it.

On the date which is 60 days after the anticipated or actual date that the strata plan for the final phase of the Development is to be or has been registered in the Land Title Office and providing the Comptroller of Water Rights consents to such transfer the Water System and the CPCN will be transferred to the Strata Corporation pursuant to a transfer agreement acceptable to the Comptroller.

The agreement for transfer of the Water System to the Strata Corporation (the "Transfer Agreement") may provide that:

- (i) the Strata Corporation accepts the Water System on an as is where is basis; and
- (ii) the Water System may be expanded at the cost of the Developers to service parts of the Lands not included within the boundaries of the Strata Corporation as such boundaries exist from time to time and/or adjacent lands;

The Strata Lots and/ or the Common Property of the Strata Corporation and/ or the lands may be subject to a statutory right of way in favour of Yukon permitting maintenance and operation of the Water System.

Yukon holds two licenses from the Ministry of Agriculture and Lands with respect to that portion of the Water System which is located within the boundaries of the lands shown on Reference Plan 4247 and that portion located on Provincial Crown Lands abutting the north easterly boundary of the Lands. When the Water System is transferred to the Strata Corporation pursuant to the Transfer Agreement an application will be made to transfer the licenses to the Strata Corporation:

- (b) Electricity: The Development is serviced by electricity. Electricity will be supplied to any Strata Lot by British Columbia Hydro and Power Authority on application for and payment of usual applications and user charges by the Purchaser.

- (c) Sewage: The pumping, filtration, reservoirs, underground water mains, lines and pipes, together with ancillary appliances and fittings for the purpose of containing, pumping, conveying or metering sewage from the Strata Lots (collectively the "Sewage System") has been completed and is awaiting the receipt of confirmation that the Assurance Plan submitted by Yukon is acceptable to the independent professional engineer retained to review same and to confirm to the Ministry of Health that the Sewer System complies with the requirements of the Ministry. The confirmation is expected from the Ministry on or before July 31, 2013.

Hook up to the Sewage System is provided to a property line for each Strata Lot.

The purchaser of a Strata Lot will be required to connect to the Sewer System as a condition of building permit issuance for construction of a dwelling on the Strata Lot.

Each Strata Lot will be subject to a rent charge charging title to each Strata Lot which will secure payment of monies owing by the owner of a Strata Lot with respect to the Sewage System. The rent charge will be substantially in the form attached hereto as Exhibit "R".

The Sewage System will be transferred to the Strata Corporation concurrently with the transfer of the Water System.

Yukon will establish as Capital Replacement Fund for major repairs and replacements. The owner of each Strata Lot will contribute annually to the Fund. The amount of the annual contribution to the fund will be determined by an independent engineer. When the Sewage System is transferred to the Strata Corporation the Capital Replacement Fund will be transferred as well.

Until such time as the volume of sewage to be treated and disposed of is sufficient to operate the Sewage System the sewage will be pumped and removed by truck for disposal and treatment, the costs of which are described in the Budget.

- (d) Natural Gas: No natural gas will be provided to the Development or to any Strata Lot.
- (e) Fire protection: There is no organized fire protection system.
- (f) Telephone: The Development is be serviced with telephone service to a boundary of each Strata Lot at the cost of the Developers. All costs of hook-up to the service, and all user fees must be paid by the Purchaser to the provider.
- (g) Access: Physical access to the Development is from a publically dedicated road.
- (h) Cable: A conduit for provision of cablevision services has been provided to a property line of each Strata Lot.

3.9 Strata Management Contracts

The Strata Corporation has not entered into a management contract with a licensed strata manager. Yukon provides management services to the Strata Corporation on a month to month

basis. The Strata Council may at such time as it deems appropriate enter into a management contract with a licensed strata manager. It may do so at same time as the Strata Council deems appropriate. A management fee is included in the Budget but not payable unless a third party manager is retained by the Strata Corporation.

3.10 Insurance

The Strata Corporation has the following insurance coverage in the name of the Strata Corporation:

- (a) replacement cost property insurance on the Common Property and common assets, if any. The insurance coverage will be against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts;
- (b) commercial general liability insurance covering legal liability as imposed by law for bodily injury and property damage, except as specifically excluded, that arises out of the business operations of the named insured in the amount of not less than \$2,000,000; and
- (c) not less than \$1,000,000 for directors and officers liability insurance;
- (d) replacement cost all perils insurance on any improvements located on the common property.

The Strata Corporation may seek to recover from any owner the deductible portion of any insurance claim if the owner was responsible for the damage for which a claim has been made.

The cost of insurance is the responsibility of the Strata Corporation as set out in the Budget.

Each owner should obtain insurance for any construction and improvements it places on the Strata Lot.

3.11 Rental Disclosure Statement

The Developers does not intend to rent any of the Strata Lots, but reserves its right to do so. A copy of the Rental Disclosure Statement filed with the Superintendent of Real Estate is attached hereto as Exhibit "I".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The Development comprises Strata Lots 1 to 9 and Strata Lots 10 and 12 all of District Lot 2247 Group 1 NWD Plan BCS3916. Full legal descriptions for each Strata Lot are set out on Exhibit "S".

4.2 Ownership

Yukon is the registered owner of the Strata Lots and holds the same as a nominee and bare trustee. The Trust is the beneficial owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

As of the date of this disclosure statement the following charges or encumbrances are registered against title to the Strata Lots or the Common Property of the Strata Corporation:

(a) Legal Notations

BB1180553 and CA2642905

Phased Strata Plan Declaration and amendment thereto, a copy of which are attached as Exhibit "M".

BB1180573

Restrictive Covenant over Strata Lots 1 to 12 which prohibits removal of trees or vegetation from the non disturbance areas on each Strata Lot as shown on the plan attached hereto as Exhibit "K" unless they have been deemed hazardous, and any trees which are removed do not in any five year period exceed 50% of the existing vegetation in the specified non disturbance area and does not comprise a clear cutting of any portion of the Non Disturbance Area. The Restrictive Covenant is in favour of the Strata Corporation whose approval is required prior to removal of any trees or vegetation in the Non Disturbance Area.

BB1186419

Personal Property Security Act Notice filed by Mountain Adventure Ltd which will be discharged concurrently with the discharge of Mortgage and Assignment of Rents BB186415 and BB186416.

BB1253640

Notice of Permit under Part 26 of the Local Government Act.

(b) Charges

364958M

Right of Way in favour of BC Hydro and Power Authority with respect to various portions of a previous unsubdivided parcel. The areas in which Hydro can construct and maintain towers and wires do not extend into the Lands; however, certain ancillary rights do encumber the Lands, including the right to clear trees, construct roads and pass over the Lands as necessary to maintain the right of way area.

BB1225298 and BB1225299

Statutory Right of Way and Priority Agreement in favour of the District allowing unrestricted emergency use by the District and public vehicular and pedestrian use of the Statutory Right of Way Area as shown on Plan BCP42862. The Right of Way Area is the common area road adjacent to Strata Lots 1, 2, 3 4, and 5,

BB1225301

Section 219 Covenant in favour of the District over those portions of the Lands shown on Plan BCP42863 for Highway Buffer Area and Riparian Area, as defined therein. The Highway Buffer Area is those portions of the Lands and/ or the Strata Lots laying no less than 20 metres on both sides of Highway 99. The Highway Buffer must be preserved in its natural state, no vegetation, including trees may be trimmed, pruned, or removed and no structures of any kind located within that area without the consent of the District or as required by the Ministry of Transportation. The restrictions do not apply to the roads and access routes located within the Highway Buffer Area. The Riparian Areas are the areas which are no less than 30 metres from the natural boundary on both sides of the Green River and Wedgemount Creek and no less than 15 metres from the natural boundaries of the ephemeral tributaries at the north and south ends of the Lands and/or the Strata Lots. The Riparian Area must be preserved in its natural state, no vegetation may be removed, unless it constitutes a fire hazard, the only permitted improvements are for those permitted under the Zoning Amendment Bylaw 1036, 2007 and the improvements must be done so as to cause a minimum of disturbance to the natural drainage patterns of the Lands and/or the Strata Lots. No soil may be removed from or placed on the Riparian Area, no pesticides, herbicides or other deleterious substances may be used on the Lands and/or the Strata Lots ; creating a Highway Buffer Area and Riparian Areas as shown on the Reference Plan BCP42863. The Highway Buffer Area must be preserved in its natural state, no vegetation removed or soil removed, no buildings or structures places within the Highway Buffer Area without consent of District or if required by the Ministry of Transportation. The Riparian Area must be maintained in its natural state.

BB1225303

Section 219 Covenant Agreement in favour of the District which prohibits a building on a Strata Lot unless the Strata Lot is serviced by an advanced wastewater treatment plant in accordance with the "Environmental Impact Study-Green River Estates Wastewater Treatment and Disposal dated February 2006, a well-based source of potable water and access to Highway 99. A copy of the Covenant is attached as Exhibit "P". The covenant establishes the maximum floor area of each dwelling to be constructed on a Strata Lot and provides;

- (A) all buildings must comply with the Smart and Sustainable Design Guidelines attached to the Covenant and must have fire suppression sprinklers;
- (B) a Qualified Environmental Professional ("QEP") must be on site during initial site preparation and construction and during such other times as he or she deems it necessary. The QEP must submit an environmental monitoring report to the District when construction has been completed which verifies that prior to clearing the Strata Lot a plant and wildlife survey was completed to identify the location of active bird nests, important wildlife trees and the presence of rare and endangered plant and animal species. Active bird nests must be protected by a suitable buffer as recommended by the QEP. If land clearing occurs between April 1st and July 31st the QEP must conduct a bird nest survey within 7 days of the proposed clearing;

- (C) there must be a buffer of 50 meters of undisturbed vegetation for any nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl, whether or not the nest is occupied;
- (D) Existing top soil must be collected and reused on the Strata Lot.
- (E) Stormwater management requirements include;
- (F) a prohibition against drainage water collected from a road from flowing into a natural occurring waterbody;
- (G) runoff from roadways must be constructed using permeable paving or diversion to ditches, grassed swales, dry wells, constructed wetlands or dry ponds;
- (H) a prohibition against curbs and gutters unless the curb is required to control erosion.
- (I) the Developers must provide the first purchaser of a Strata Lot with a comprehensive owner's manual which includes the guidelines for minimizing human-wildlife conflicts, decreasing fire hazard and conserving energy and water.
- (J) the Developers are prohibited from amending the Building Scheme described below without the consent of the District. The Developer has advised the District that it intends to amend the Architectural Design Guidelines;
- (K) any application for a building permit must be accompanied by the requisite approvals under the Building Scheme.
- (L) the roads and common property access routes as identified in the Statutory Right of Way for Public Access as described below may not be blocked with gates, bollards or other types of obstruction natural or man made and must be all times passable by members of the public.
- (M) portions of the Lands may be subject to geotechnical and flood hazards as identified in the "Subdivision Plan and Geotechnical and Flood Hazard Report dated September 2007 and as identified in the Trow Associates reports dated December 2004 and updated September 12, 2007 accordingly no buildings may be constructed on any Strata Lot unless the District is provided with a report from a qualified professional that the lands maybe safely used for the intended use and if requested by the District the owner has entered into a covenant under Section 56(5) of the Community Charter.
- (N) A breach of the provisions of the Covenant by the owner of one of the Strata Lots will not impact the owner of another Strata Lot. Provided however that if the provisions which are breached relate to the common property of the Strata Corporation the District may withhold building permits for the common property until the breach is remedied. The withholding of a permit for the common property does not authorize the withholding of any permit or occupancy permit for a Strata Lot.

BB1225308

Statutory Right of Way in favour of the District charges the common property of the Strata Corporation and Strata Lot 12. Right of Way Area is shown on Plan BCP42864. Permits the District and members of the public the full free and uninterrupted right to use the Right of Way Area on foot or with bicycles, scooters and similar motorized vehicles of any kind and to use the benches, picnic areas and the recreation trail within the Right of Way Area. The Strata Corporation will be responsible for the repair and maintenance of the Right of Way Area. The obligations of the owner of Strata Lot 12 are to permit access through the portion of the Right of Way Area located Strata Lot 12. The Right of Way provides that the owner of Strata Lot "will not otherwise have any personal liability hereunder except to the extent of their proportionate liability as a member of the strata corporation.

BB1253371

Section 219 Covenant and Priority Agreement in favour of the Ministry of Tourism, Sport and the Arts of the Province of British Columbia which locates Archaeological Sites located on Strata Lot 11 in Phase 1 and Strata Lot 23 in Phase 2. No construction or disturbance of the ground is permitted in the designated sites. A copy of this Covenant is attached as Exhibit "O".

BB1180546 and BB1180547

Statutory Right of Ways in favour of BC Hydro and Telus. The right of way area is shown on Plan BCP42862. As it relates to Hydro allowing the installation, replacement, maintenance and operation of works for transmitting and distributing electricity and telecommunications, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works. As it relates to Telus allowing installation, replacement, maintenance and operation of all things and components using any type of technology or means necessary or convenient for the purpose of telecommunications and data transmission, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works.

BB1180551

Statutory Right of Way in favour of BC Hydro charging Strata Lot 12. The right of way area is shown on Plan BCP42791 a copy of which is attached hereto as Exhibit "N". Allowing installation, replacement, maintenance and operation of works for transmitting and distributing electricity and telecommunications, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works. The owner of Strata Lot 12 shall own and be responsible for maintaining all Underground Civil Works.

BB1180570

Declaration of Building Scheme. A copy of which is attached as Exhibit "L". The Building Scheme prohibits construction of any structure or improvement on a Strata Lot which

does not comply with the Schedule of Restrictions contained in the Building Scheme and requires that the designated Approving Agent approve all plans and specifications for such structure or improvement. The Approving Agent is 0877103 B.C. Ltd. company incorporated and controlled by the Developers at the time of incorporation. All plans and specifications submitted for approval must comply with the requirements set out in the Architectural Design Guidelines which form part of the Building Scheme. The Architectural Design Guidelines prohibit repetition of building designs, driveways and garages from forming the main element facing the street, express a preference for unified roof composition, prescribe the pitch of the roofs, require durable materials for building walls, require approval of colour schemes, establish requirements for landscaping, and snow management, and require approval of the location of antennas, satellite dishes and dog runs and/or kennels. The Building Scheme also requires that all plans and specifications comply with the Fire Smart Guidelines which are a schedule to the Building Scheme. The Fire Smart Guidelines were established by the District and establish Sustainable Design Guidelines and Fire Smart Guidelines. The requirements of the Fire Smart Guidelines are included in the Section 219 Covenant BB1225303 described in above.

The Developers have advised the District that it intends to replace the Architectural Design Guidelines as set out on Schedule A to the Building Scheme with the Guidelines attached hereto as Exhibit "T".

BB1180571

Section 219 Covenant in favour of the District and the Province of British Columbia as represented by the Minister of Transportation. The covenant was requirement of the CPCN and the Provincial Design Guidelines for Rural Residential Community Water System. The covenant limits lawn and garden watering on each Strata Lot. The area of any Strata Lot which can be watered cannot exceed .04 hectares or 0.1 acres.

BB1180573

Restrictive Covenant in favour of the Strata Corporation prohibiting removal of trees or vegetation from that portion of the Strata Lot shown on the Sketch Plan attached as Exhibit "K" as a "No Disturbance Area" unless:

- (i) such trees or vegetation have been deemed hazardous by an arborist;
- (ii) the trees or vegetation which are removed do not in any five year period commencing on the date of the Restrictive Covenant, exceed 50% of the trees and vegetation existing within the Non Disturbance Area prior to such and which removal does not comprise a clear cutting of any portion of the Non Disturbance Area. Prior to undertaking any removal of trees of vegetation from the Non Disturbance Area the owner shall obtain photographic evidence as the existing trees and vegetation and identify the trees and vegetation to be removed and provide the same to the person entitled to enforce the Covenant. No trees or vegetation shall be removed until the person entitled to enforce the covenant has received the notice and confirmed in writing that proposed removal of trees and vegetation complies with the requirements of the restrictive covenant and any other restrictive covenants charging the Non Disturbance Area.

BB1180577

Statutory Right of Way charging the common property of the Strata Corporation in favour of the Utility Company allowing the installation, replacement, maintenance and operation of the works necessary for or related to the sewage treatment plant located within, on, over or under the common property of the Strata Corporation. This will be released replaced with the Right of Way described in Section 4.4(c).

BB1180579

Statutory Right of Way charging the common property of the Strata Corporation in favour of the Utility Company allowing the installation, replacement, maintenance and operation of the works necessary for or related to the water works located within, on, over or under the common property of the Strata Corporation.

BB1180586

Section 219 Geotechnical Covenant in favour of the District and the Province of British Columbia as represented by the Ministry of Transportation and Infrastructure charging each Strata Lot, prohibiting construction of any buildings or improvements outside the boundaries of the building envelopes established for each Strata Lot. A plan showing the building envelopes and the location of the vehicular access for each Strata Lot is attached as Exhibit "K". Additionally, Strata Lots 5, 6 and 7 will be required to retain a geotechnical engineer, prior to commencing any construction, to ensure that suitable mitigation measures, if required, will be taken such that a 1:2475 seismic event will not create slope displacement greater than 150 mm within the building foundation.

BB1186415 and 1186416

Mortgage and Assignment of Rents in favour of Mountain Adventure Ltd. which will be partially discharged upon the sale of any Strata Lot using the proceeds of such sale.

BB1180588

Rent Charge with respect to the Water System, in the form attached as Exhibit "Q", against title to each Strata Lots. The rent charge secures payment of the annual water availability fee, and User's Fees as described in the Rent Charge

4.4 Proposed Encumbrances

- (a) Yukon intends to file a rent charge with respect to the Sewer System, substantially in the form attached as Exhibit "S", against title to each Strata Lot. The rent charge secures payment of the availability fee, the unexpected costs as described in the Rent Charge;
- (b) Yukon intends to grant statutory rights of way and/or easements to the Power Company charging title to the Lands which will allow the placement, operation, maintenance and replacement of all structures, equipment, and works, whether on, above or below ground, desirable for the transmission of energy from Wedgemount Creek (collectively the "Power Company Works"). The statutory right of way and/or easements will be substantially on the terms and conditions of the form attached hereto as Exhibit "U". The proposed location of the rights of way and/or easements is shown on the sketch plan attached as Exhibit "J" and as Schedule A to Exhibit U. The location of the rights of way and easements

on the Lands may be changed by Yukon prior to the deposit of the strata plan for any subsequent phase of the Development;

- (d) Yukon intends to grant a statutory right of way to the Power Company which will be registered against title to Strata Lot 12. The right of way will be substantially on the terms and conditions as the right of way described in subsection (c) above. The area of the right of way will be the same as the area shown on the plan attached hereto as Exhibit "N".;
- (e) Yukon will grant an easement for access over a portion of the Lands in favour of the Strata Corporation when the strata plan for Phase 5 is filed providing access to the Strata Corporation to the area of the Lands on which the Works are located.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or liability in respect of the Lands or against the Developers which may affect the Strata Corporation or Strata Lot owners.

4.6 Environmental Matters

There are no facts relating to flooding, the condition of soil or subsoil or other environmental matters affecting the Development other than as detailed in the reports with respect to Geotechnical Conditions and Flooding as described in Section 4,

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Installation of the services and utilities for the Strata Lots was completed prior to June 30, 2010.

5.2 Warranties

The Developers will not provide any home warranty insurance coverage for the Strata Lots. Contractors who undertake construction of dwellings on the Strata Lots may be registered under the Home Warranty Protection Act and therefore may provide a Home Owner Protection Warranty as required by that legislation.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Phase 1 Strata Plan was deposited in the Land Title Office on August 17, 2010 concurrently with the deposit of the Form P Phasing Declaration.

6.2 Construction Financing

The Developers have arranged development financing which is sufficient to finance the construction and servicing of the Strata Lots.

7. MISCELLANEOUS

7.1 Deposits

A deposit received from a purchaser with respect to a Strata Lot will be held by the Developers' lawyer Miller Thomson LLP in a trust account in the manner required by the *Real Estate Development Marketing Act*, until the Strata Plan is deposited in the Land Title Office and an instrument evidencing the interest of the purchaser has been submitted for registration in the Land Title Office.

7.2 Purchase Agreement

The Developers intend to use a form of purchase agreement attached hereto as Exhibit "C" or such other form as is acceptable to the Developers and the Purchaser.

7.2.1 Each prospective purchaser who wishes to purchase a Strata Lot must after receiving and reviewing this Disclosure Statement:

- (a) execute the Purchase Agreement;
- (b) concurrently with submitting the Purchase Agreement to the Developers for acceptance pay the Deposit to the Vendors' Solicitors, Miller Thomson LLP as the Vendors may direct, in trust;
- (c) pay the balance of the purchase price for the Strata Lot in accordance with the Purchase Agreement.

All deposits must be paid by certified personal cheque, cash bank draft or money order acceptable to the Developers and/or their solicitors Miller Thomson LLP in trust.

7.3 Developers' Commitments

Yukon may not have obtained the approvals for the Sewage System prior to completion the sale of any Strata Lot. Unless and until such approvals are obtained the sewage system may not be available for use by the owner who will have to rely on a pickup system as contemplated by the Budget. **The Developers have not posted any security with respect to the requisite approvals for the Sewage System. If the assurance plan which the Developer's provide to the Ministry is not acceptable and the Ministry requires other security such as a letter of credit or deposit of monies the Strata Corporation must replace such security so that security provided by the Developers will be returned to the them at the time the Sewage System is transferred to the Strata Corporation**

7.4 Other Material Facts

The Ministry of Transportation and Infrastructure has issued or will issue a permit or permits to Yukon permitting within portions of publicly dedicated roads components of the:

- (a) water distribution system generally consisting of 100 mm, 150 mm, 200 mm and 300 mm C-900 watermain and associated bends, appurtenances, service connections, valves, blow offs, air release valves, hydrants, chambers, communication wiring and a Pressure Reducing station;

- (b) sanitary collection system generally consisting of 100 mm, 150 mm and 200 mm PVC SDR 35 sanitary mains, concrete manholes, service connections, cleanouts and appurtenances for the sanitary distribution system; and
- (c) the entry monument, entry column features, paved trail and soft landscaping.

At such time as the Water System and the Sewage System are transferred to the Strata Corporation, Yukon may assign the permit or permits to the Strata Corporation, in which case the Strata Corporation will then be responsible for all costs of insuring (to the extent that insurance is available), maintaining, replacing and operating the components of the systems described in subsections 7.4(a) and (b) and for the costs of insuring (to the extent that insurance is available), maintaining, and replacing the improvements described in subsection 7.4(c).

8. EXHIBITS

The exhibits attached to this Disclosure Statement are as follows:

Exhibit "A"	Phase 1 Strata Plan
Exhibit "B"	Strata Corporation Budget
Exhibit "C"	Purchase Agreement
Exhibit "D"	Schedule of Unit Entitlement
Exhibit "E"	Schedule of Voting Rights
Exhibit "F"	Bylaws
Exhibit "G"	Sketch Plans of Common Facilities in Phase 3
Exhibit "H"	Sketch Plans of Common Facilities in Phase 4
Exhibit "I"	Rental Disclosure Statement
Exhibit "J"	Sketch Plan of Proposed Right of Way Area for Power Company
Exhibit "K"	Plan of Building Envelopes, Vehicular Accesses, and No Disturbance Areas
Exhibit "L"	Building Scheme
Exhibit "M"	Form P Phasing Declaration
Exhibit "N"	Reference Plan of Statutory Right of Way over Strata Lot 12
Exhibit "O"	Archaeological Covenant
Exhibit "P"	Conservation and Design Covenant
Exhibit "Q"	Rent Charge for Water
Exhibit "R"	Rent Charge for Sewer
Exhibit "S"	Legal Descriptions
Exhibit "T"	Revised Architectural Guidelines
Exhibit "U"	Statutory Right of Way and/or Easement

Deemed Reliance

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 a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developers, their 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.

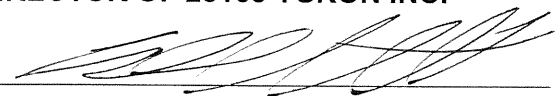
Declaration

The foregoing declarations 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 November 1, 2012.

28165 YUKON INC.

Per: 
Authorized Signatory

DIRECTOR OF 28165 YUKON INC.


David Ehrhardt

SUNNY PARADISE HOLDINGS INC.

Per: _____
Authorized Signatory

DIRECTOR(S) OF SUNNY PARADISE HOLDINGS INC.

Morfontaine Ltd.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Deemed Reliance

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28165 YUKON INC.

Per:

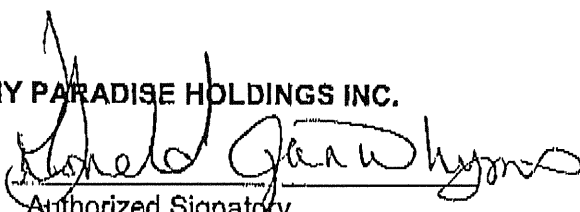
Authorized Signatory

DIRECTOR OF 28165 YUKON INC.

David Ehrhardt

SUNNY PARADISE HOLDINGS INC.

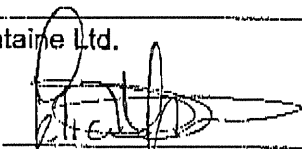
Per:


Authorized Signatory

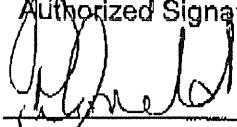
DIRECTOR(S) OF SUNNY PARADISE HOLDINGS INC.

Morfontaine Ltd.

Per:


Authorized Signatory

Per:


Authorized Signatory

Carnoustie Ltd.

Per:

Authorized Signatory

Per:

Authorized Signatory

DIRECTORS OF MORFORTAINE LTD.

Jan Whyma

Kendal Simmons

Felicia Mott

Perez Donald

DIRECTORS OF CARNOUSTIE LTD.

Jan Whyma

Kendal Simmons

Felicia Mott

Perez Donald

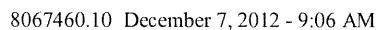


EXHIBIT "B"

STRATA CORPORATION BUDGET

BCS3916

Strata Budget - Phase 1 Only

	Phase 1 Budget October 1, 2012 <u>September 30, 2013</u>
Fees	
Operating Fund Contribution	\$6,800
Contingency Fund Contribution	\$680
Total Fees	<u>\$7,480</u>
Operating Expenses	
Bank Service Charges	\$250
Insurance	\$2,000
Management and Accounting	\$250
Meeting Expenses	\$100
Office	\$100
Repairs and Maintenance	\$500
Snow Removal	\$2,500
Utilities - Garbage/Mail/Sign	\$300
Landscaping	\$2,000
Miscellaneous	\$500
Amenity Costs*	
Water**	
Sewage***	
Garbage	<u>\$300</u>
Total Operating Expenses	<u>\$8,800</u>
Reserve-Contingency Fund	<u>\$680</u>
Total Expenses	<u>\$9,480</u>
Current Year Surplus/(Deficit)	<u>(\$2,000)</u>
Operating Surplus Balance Forward	\$3,094
Ending Operating Surplus	<u><u>\$1,094</u></u>

*If the developer elects to proceed with future phases amenities will be provided in Phases 3 and 4. The amenities in Phase 3 will be an activity centre with an exercise pool, change room, and exercise area, outdoor covered picnic/barbecue area, all purpose outdoor sports court and parking adjacent to the these facilities 3; The amenity in Phase 4 will be an outdoor all purpose sports court. Estimated costs are \$30 per month (\$360 per year) per Lot.

** Water will be supplied by the developer to each Lot for a fee estimated for the year 2012 to be \$60 per month (\$720 annually). The fee will be payable to the developer until such time as the works comprising the water system are transferred to the Strata Corporation. If a Lot is not connected to the water system the fee will be \$42 per month (\$504 annually). The fee will be adjusted based on actual cost as permitted by the Comptroller of Water Rights. Applicable taxes will be added to the fees.

*** The sewage treatment and disposal will be provided by the developer to each Lot for a fee, estimated to be \$85 per month (\$1,020 annually) until such time as the works comprising the sewer system are transferred to the Strata Corporation. The fee will be increased from time to time to reflect increased costs of operation. This fee includes a contribution to the capital replacement fund. Applicable taxes will be added to the fees.

If the water system and the sewer system are transferred to the Strata Corporation then the fees of operating the system will be included in the annual budget for the Strata Corporation.

EXHIBIT "C"

PURCHASE AGREEMENT

**PURCHASE AGREEMENT WEDGE WOODS PHASE 1
BARE LAND STRATA LOTS**

"Vendor" collectively	28165 Yukon Inc. as to legal title 5439 Buckingham Ave Burnaby B.C.V6E 1Z9 Telephone: (604) 540-1540- Fax: (604) 540-2540	BARE LAND STRATA LOT: Civic Address:						
"Purchaser"	 Telephone (Home): Telephone (Work): E-Mail: Fax: SIN #: Purchaser is a resident of (country)	 Telephone (Home): Telephone (Work): E-Mail: Fax: SIN #: Purchaser is a resident of (country)						
"Property"	The Property is the lands in the Squamish Lillooet Regional District in the Province of British Columbia legally described as Strata Lot _____ District Lot 2247 Group 1 NWD Strata Plan BCS 3916.							
Purchase Price and Deposit(s):								
"Purchase Price"	\$ _____ (GST or the Federal and the Provincial components of HST will apply to this sale. GST, HST or other similar taxes are not included in the Purchase Price)							
"Deposit"	\$ _____							
The Purchaser acknowledges receipt of the Disclosure Statement dated October 23, 2012 (the "Disclosure Statement") in accordance with section 8 of Schedule A of this Contract.		<table border="1"><tr><td>Date of receipt</td><td colspan="2">Initials</td></tr><tr><td></td><td></td><td></td></tr></table>	Date of receipt	Initials				
Date of receipt	Initials							
THE PURCHASER HEREBY OFFERS to purchase the Property for the Purchase Price on the terms contained in this Contract, including the terms set out in Schedule A which form part of and are hereby incorporated into this Contract.								
The Purchaser's offer contained herein is open for acceptance until 6:00 p.m. on _____, 20____ and upon acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by telecopy.								
DATED:	_____, 20____							
WITNESS:	Name _____	PURCHASER						
	Address _____	PURCHASER						
	witness as to all signatures _____							
28165 Yukon Inc. and Paradise Investment Trust hereby accept the Purchaser's offer herein and agrees to sell the Property to the Purchaser in accordance with this Contract.								
DATED:	_____, 20____	28165 YUKON INC. Per: _____						

SCHEDULE A

ADDITIONAL TERMS

1. Deposits. The Purchaser will pay the Deposit(s) to the Vendor's Solicitors, Miller Thomson LLP ("Vendor's Solicitor"), in trust, concurrently with the Purchaser's offer herein and/or upon the removal of the Purchasers Subject Conditions set forth on Schedule "B". Interest on the Deposit(s) (less a reasonable administrative fee charged by the Vendor's Solicitors not to exceed \$100) will be for the benefit of the Purchaser unless the Purchaser defaults in any of the Purchaser's obligations hereunder, in which case the Vendor may, at its election, retain Deposit and interest thereon as liquidated damages, the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages. The Vendor's Solicitors will not accept any deposit or other payment by credit card.
2. Completion Date. The Purchaser will pay the balance of the Purchase Price by certified cheque or bank draft on _____ the date (the "Completion Date")
3. Possession and Adjustments. The Purchaser will have vacant possession of the Property on the day following the Completion Date after payment of the Purchase Price, free from all encumbrances except those contemplated in the Disclosure Statement reservations and/or encumbrances pursuant to the original Crown Grant or any applicable statutory provision and financial encumbrances (including claims of builders lien) to be discharged as set out in section 5 below. The Purchaser will assume all taxes, rates, assessments and other charges (including an adjustment of pre-paid insurance premiums) from and including the Completion Date and all adjustments will be made as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Property, the portion thereof which shall be allocated to the Property will be determined by prorating the total amount among all strata lots in that part of the Development for which the same have been levied on the basis of the applicable unit entitlement in each case.
4. Lien Holdback. There will be no lien holdback as the period for filing a lien under the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia) have expired.
5. Completion/Risk/Time. The Purchaser's solicitors will prepare and deliver the required Transfer and Statement of Adjustments to the Vendor's solicitors at least five days prior to the Completion Date. The Vendor will not be required to execute or deliver any other agreements, transfer documents, certificates, statutory declarations or assurances whatsoever. Following the delivery of such documents to the Vendor, the Vendor will execute, or cause to be executed, and deliver to the Purchaser's solicitors the Transfer and the Statement of Adjustments on the condition that the Purchaser's solicitors pay to the Vendor's Solicitors or as they may direct the balance of the adjusted Purchase Price on the Completion Date by way of a certified cheque or bank draft, and a goods and services tax certificate in the form required by the Vendor, if applicable, forthwith upon receipt of a satisfactory post-registration index search in accordance with this Contract or return such documents unregistered. The Purchaser acknowledges and agrees that the transfer of title to the Property may be subject to various financial encumbrances (collectively the "Vendor's Financial Encumbrances") relating to the Vendor's financing for the Development and any claims of builders' lien provided that the Vendor's Solicitors undertake to cause to be registered in the Land Title Office a partial discharge of the Vendor's Financial Encumbrances insofar as they

charge the Property within a reasonable time after receiving the balance of the adjusted Purchase Price payable to the Vendor on closing and to advise the Purchaser's Solicitors of registration particulars of such partial discharge(s) when available. The parties acknowledge and agree that the foregoing undertakings relating to the partial discharge of the Vendor's Financial Encumbrances shall be the only undertakings with respect thereto. The Property will be at the Vendor's risk until 12:01 a.m. on the Completion Date and thereafter at the Purchaser's risk. Time will be of the essence of this Contract and will remain of the essence notwithstanding the extension of any of the dates herein.

6. Costs/HST. The Purchaser will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property, including any harmonized sales taxes or other similar taxes (collectively "HST") payable, other than the costs of the Vendor incurred in clearing title to the Property of financial encumbrances. If the Purchaser is registered for HST purposes on the Completion Date and provides the Vendor on or before the Completion Date with a certificate as to the Purchaser's HST registered status in the form required by the Vendor, and it is permitted under applicable legislation or regulations the Purchaser shall be entitled to self-assess the HST payable and, in such event, the Purchaser will account directly to the applicable taxing authority in respect thereof and the Vendor shall have no responsibility therefor.
7. Miscellaneous Agreements. This Contract is the entire agreement between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations or renderings provided to the Purchaser or made available for his viewing, other than those contained herein or in the Disclosure Statement. The Vendor hereby warrants that the Property does not contain urea formaldehyde foam insulation. The representations and warranties contained herein will survive completion and the conveyance of the Property to the Purchaser for a period of one year thereafter. This Contract will be governed by and construed in accordance with the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.
8. Receipt for Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement on the date indicated on the face page of this Contract and has been given an opportunity to read the Disclosure Statement and any amendments to date and that this Contract constitutes a receipt in respect thereof. The Purchaser has also had the opportunity to ask questions of, and receive answers from the Vendor concerning the Development, and to obtain such additional information as is necessary to verify the accuracy of the information contained in the Disclosure Statement in order for the Purchaser to evaluate the merits and risks of the purchase of the Property and, except for this Contract and the Disclosure Statement, the only documents, if any, delivered or otherwise furnished to the Purchaser in connection with the offering and sale of the Property were documents which, individually or collectively, constitute an offering memorandum, prospectus, disclosure statement or similar document.
9. Prohibition Against Assignment. The Purchaser may not directly or indirectly assign the Purchaser's interest in this Contract or direct the Vendor to transfer title to the Property to

8073531.4 October 29, 2012 - 8:54 AM Purchase Agreement Wedge

any third party without the written consent of the Vendor, which may be withheld by the Vendor in its sole and absolute discretion, and unless the Purchaser gives the Vendor and the Vendor's Solicitors not less than 10 days' prior written notice of such assignment. Any such assignment will not release or discharge the Purchaser from any of the Purchaser's duties or obligations under this Contract even if this Contract is subsequently amended. t.

10. Section 116 of the Income Tax Act

The Vendor has filed with Revenue Canada all information required for a certificate of compliance as required by Section 116 of the Income Tax Act and have obtained a Qualified Business Exemption from the Canada Revenue Agency therefore the Vendor is not obliged to provide a Section 116 Clearance Certificate for the sale of the Property.

11. Notices. Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be well and sufficiently given if deposited in any postal receptacle in Canada or the Purchaser's country of residence addressed to the Purchaser and sent by airmail, postage prepaid, or delivered by hand or transmitted by telecopy to the Purchaser at the address set out above or to the Purchaser's solicitors at their office and shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.

12. Use of Agreements by the Vendor. The Purchaser acknowledges and agrees that the Vendor may, without the consent of the Purchaser and without advising the Purchaser, provide a copy of this Agreement of Purchase and Sale to the Vendor's lenders and financial institutions that require it as a condition of the provision of financing.

13. No Vendor's Liability for Construction. The Purchaser acknowledges and agrees that the Vendor is not under any circumstances liable for any construction undertaken by the Purchaser on the Property. In the event that the Purchaser elects to enter into a construction contract with any contractor introduced to the Purchase by the Vendor or any of its agents or consultants, and/or the Purchaser elects to utilize any design plans or information provided by the Vendor to the Purchaser and/or its contractor the Purchaser does so entirely at its sole risk and agrees that the Vendor shall not be liable to the Purchaser for any acts or omissions of such contractor or for any errors or omissions in the design plans or information.

**SCHEDULE B
SUBJECT CONDITIONS**

Purchaser's Subject Conditions.

The Purchaser's obligation to complete the transactions contemplated by the Purchase Agreement is subject to the conditions, which are for the sole benefit of the Purchaser, that on or before 5:00 p.m. (Vancouver time) on _____ the Purchaser is satisfied, in its sole and absolute discretion with the terms and conditions of any financing it requires to purchase the Property.

Consideration for Purchaser's Conditions.

In consideration of \$10 non-refundable paid by the Purchaser to the Vendor, it agrees not to revoke its acceptance of the Purchaser's offer contained herein while this Agreement remains subject to any of the Purchaser's Conditions set out above.

Binding Agreement

If the Purchaser advises the Vendor in writing on or before _____ that the Purchaser's Conditions are satisfied or waived then this Agreement is an unconditional contract for the purchase and sale of the Property. If the either party does not deliver written notice that its conditions have been satisfied or waived then the Deposit and accrued interest earned thereon shall be returned to the Purchaser and this Agreement shall be null and void, and each of the parties hereto shall have no further obligations to nor rights against the other in respect of this Agreement.

EXHIBIT "D"
SCHEDULE OF UNIT ENTITLEMENT

17 AUG 2010 09 29

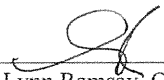
BB1180566

July 12, 2010

Registrar
Land Title Office
New Westminster/Vancouver Land Title Registry
88 – 66th Street
New Westminster, BC V3L 5B3

Please receive herewith the following document for filing:

Form V Schedule of Unit Entitlement
for The Owners, Strata Plan BCS 3916



Lynn Ramsay, Q.C.
Miller Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC V6Z 2M1
Telephone: (604) 687-2242

Our File: 54355.0007
LTO Client No.: 010437

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

Re: Strata Plan BCS 3916

being a strata plan of: Part of Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086

Parcel Identifier: 027-752-330

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following as set out in the following table:

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.

OR

- ☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in ha	Unit Entitlement	%*of Total Unit Entitlement**
1	1	0.447	1	
2	1	0.577	1	
3	1	0.470	1	
4	1	0.470	1	
5	1	0.450	1	
6	1	0.800	1	
7	1	0.760	1	
8	1	0.761	1	
9	1	0.730	1	
10	1	0.640	1	
11	1	0.590	1	
12	1	1.422	1	
Total number of lots: 12		Total unit entitlement:	12	

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

** not required for a phase of a phased strata plan

Date: May 5, 2010 [month day, year].

.....
Signature of Owner/Developer

28165 YUKON INC. by its authorized signatory
David Ehrhardt

.....
Signature of Superintendent of Real Estate

(If submitted under Section 264 of the Act)

EXHIBIT "E"

SCHEDULE OF VOTING RIGHTS

17 AUG 2010 09 29

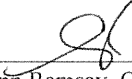
BB1180567

July 12, 2010

Registrar
Land Title Office
New Westminster/Vancouver Land Title Registry
88 – 66th Street
New Westminster, BC V3L 5B3

Please receive herewith the following document for filing:

Form W Schedule of Voting Rights
for The Owners, Strata Plan BCS 3916



Lynn Ramsay, Q.C.
Miller Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC V6Z 2M1
Telephone: (604) 687-2242

Our File: 55174.0007
LTO Client No.: 010437

Strata Property Act

**FORM W
SCHEDULE OF VOTING RIGHTS**

(Sections 245(b), 247, 248, 264)

Re: Strata Plan BCS 3916, being a strata plan of:

[parcel identifier]

[legal description of strata lot]

027-752-330

Lot A District Lot 2447 Group 1 New
Westminster District Plan BCP39086

The strata plan is composed of 0 non-residential strata lots, and 12 residential strata lots.

The number of votes per strata lot is one of the following, as set out in the following table.

☒

(a) the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247(2)(a)(ii) of the *Strata Property Act*.

OR

☐

(b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247(2)(b) of the *Strata Property Act*.

OR

☐

(c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the *Strata Property Act*.


Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential Nonresidential) or	Sheet No.	Number of Votes
1	Residential	1	1
2	Residential	1	1
3	Residential	1	1
4	Residential	1	1
5	Residential	1	1
6	Residential	1	1

7	Residential	1	1
8	Residential	1	1
9	Residential	1	1
10	Residential	1	1
11	Residential	1	1
12	Residential	1	1
Total number of strata lots: 12		Total number of votes: 12	

Dated May 5, 2010

28165 YUKON INC. by its
authorized Signatory



Signature of Owner Developer
David Ehrhardt

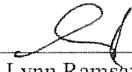
EXHIBIT "F"
BYLAWS

July 12th, 2010 17 AUG 2010 09 30 BB1180569

Registrar
Land Title Office
New Westminster/Vancouver Land Title Registry
88 - 66th Street
New Westminster, BC V3L 5B3

Please receive herewith the following document for filing:

Form Y Owner Developers' Notice of Different Bylaws
for The Owners, Strata Plan BCS 3916



Lynn Ramsay, Q.C.
Miller Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC V6Z 2M1
Telephone: (604) 687-2242

Our File: 54355.0007
LTO Client No.: 010437

Strata Property Act

**FORM Y
OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

(Sections 245(d), Regulation section 14.6(2))

Re: Strata Plan BCS 3916, being a strata plan of:

[parcel identifier]

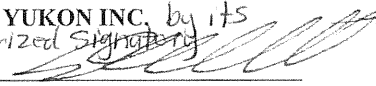
[legal description of strata lot]

027-752-330

Lot A District Lot 2447 Group 1 New
Westminster District Plan BCP39086

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

Date: July 8, 2010

28165 YUKON INC. by its
authorized signatory
Per: 
Signature of Owner Developer
David Ehrhardt

**BYLAWS
OF
THE OWNERS, STRATA PLAN BCS 3916**

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the Act). For the purposes of these bylaws, "residents" means owners, tenants and occupants and "resident" means an owner, a tenant and an occupant. The Schedule of Standard Bylaws contained in the Act is superseded by these bylaws and does not apply to the strata corporation.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. COMPLIANCE WITH BYLAWS AND RULES

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

1.2 All residents must comply with any restrictive covenants, including Section 219 Covenants, easements, rights of way against title to the Strata Lot as well as any local government bylaws regarding environmental protection or sustainability, and permitting an owner to be fined by the strata corporation for not doing so

2. PAYMENT OF STRATA FEES AND SPECIAL LEVIES

2.1 An owner must pay the full annual amount of strata fees set out in the annual budget within 30 days after receiving notification from the strata corporation.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, an owner who fails to pay strata fees on the due date is subject to a fine under these bylaws for each month during which any portion of the strata fees are unpaid.

2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

3.1 An owner must repair and maintain the owner's strata lot and all buildings, improvements and fixtures located on it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. USE OF PROPERTY

4.1 A resident or visitor must not use a strata lot, the common property or common assets, at any time, including during construction or alteration of buildings and improvements, in a way that:

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, another strata lot or a trail over which an easement or statutory right of way is registered,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act,

4.3 An owner is responsible for any damage to the owner's strata lot caused by occupants, tenants or visitors.

4.4 An owner must comply at all times with:

- (a) the provisions of any statutory building scheme or restrictive covenant, including a covenant under section 219 of the Land Title Act, registered in the Land Title Office against the title to that owner's strata lot, whether registered before or after the adoption of this bylaw; and
- (b) any bylaw, policy, guideline or other requirement of the local government with respect to environmental protection or sustainability, whether promulgated before or after the adoption of this bylaw.

4.5 Any breach of a statutory building scheme, covenant, bylaw, policy, guideline or other requirement referred to in bylaw 4.4 must be considered to be a breach of these bylaws.

4.6 If the council, on reasonable grounds, considers a pet to be a nuisance, the council may, by written notice to that resident, require the pet to be removed from the strata lot and common property within 30 days of the resident's receipt of the notice; and may cause the pet to be removed from the strata lot and common property if the resident fails to do so within that 30 day period.

5. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

5.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

5.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

6. PERMIT ENTRY TO STRATA LOT

6.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, on 48 hours written notice to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act.

6.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the strata corporation shall be responsible for the resulting costs.

6.3 The notice referred to in bylaw 6.1(b) must include the date and approximate time of entry, and the reason for entry.

7. INSURANCE

7.1 An owner is responsible for obtaining and maintaining liability insurance and other insurance on buildings, improvements, and fixtures located within the boundaries of the owner's strata lot and must provide evidence of such insurance satisfactory to the strata corporation promptly upon request of the strata corporation.

POWERS AND DUTIES OF STRATA CORPORATION

8. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

8.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation; and
- (b) common property that has not been designated as limited common property.

COUNCIL

9. COUNCIL SIZE

9.1 The council must have at least 3 and not more than 7 members, as determined by an ordinary resolution adopted at an annual general meeting from time to time.

10. COUNCIL ELIGIBILITY

10.1 An owner or the spouse of an owner may stand for council, but not both.

10.2 No person may stand for council or, in the discretion of remaining members of council, continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

10.3 No person may stand for council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 13.1 of the Act.

10.4 A person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council, if the person falls within one of the following classes:

- (a) a spouse of an owner, including an individual who has lived and cohabited with the owner, for a period of at least two years at the relevant time in a marriage-like relationship;
- (b) a representative of an owner appointed by the owner in writing.

11. COUNCIL MEMBERS TERMS

11.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

11.2 A person whose term as council member is ending is eligible for re-election.

12. REMOVING COUNCIL MEMBER

12.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

12.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term, failing which the remaining members of the council may appoint a replacement council member for the remainder of the term.

12.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term, up to the number of council members required by a resolution then in effect under bylaw 9.1.

12.4 The council may appoint a council member under bylaw 12.2 even if the absence of the member being replaced leaves the council without a quorum.

12.5 A replacement council member appointed pursuant to bylaws 12.2 or 12.4 may be appointed from any person eligible to sit on the council.

13. REPLACING COUNCIL MEMBER

13.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

13.2 A replacement council member may be appointed from any person eligible to sit on the council.

13.3 The council may appoint a council member under bylaw 13.1 even if the absence of the member being replaced leaves the council without a quorum.

13.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

14. OFFICERS

14.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

14.2 A person may hold more than one office at a time, other than the offices of president and vice president.

14.3 The vice president has the powers and duties of the president

- (a) while the president is absent or is unwilling or unable to act,
- (b) if the president is removed, or
- (c) for the remainder of the president's term if the president ceases to hold office.

14.4 The strata council may remove and replace officers from time to time.

14.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

15. CALLING COUNCIL MEETINGS

15.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

15.2 The notice in bylaw 15.1 does not have to be in writing.

15.3 A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

15.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

16. REQUISITION OF COUNCIL HEARING

16.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

16.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 16.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

16.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

17. QUORUM OF COUNCIL

17.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

17.2 Council members must be present in person at the council meeting, subject to bylaw 18.3, to be counted in establishing quorum.

18. COUNCIL MEETINGS

18.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

18.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

18.3 If a council meeting is held by electronic means, council members must be considered to be present in person.

18.4 Owners and spouses of owners may attend council meetings as observers.

18.5 Despite bylaw 18.4, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

19. VOTING AT COUNCIL MEETINGS

19.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting, subject to bylaw 18.3.

19.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

19.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

20. COUNCIL TO INFORM OWNERS OF MINUTES

20.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

21. DELEGATION OF COUNCIL'S POWERS AND DUTIES

21.1 Subject to bylaws 21.2, 21.3 and 21.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

21.2 The council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with bylaw 21.3

21.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

21.4 The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

22. SPENDING RESTRICTIONS

22.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so by resolution of the council or by an instrument executed pursuant to a resolution of the council.

22.2 Despite bylaw 22.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22.3 Subject to section 22.5, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make that expenditure out of the operating fund if the expenditure together with all other unapproved expenditures, whether of the same type or not, in the same fiscal year, is less than \$2,000 or 5% of the total contribution to the operating fund for that fiscal year, whichever is less.

22.4 If the strata corporation makes an expenditure under section 22.3, the strata corporation must inform owners as soon as feasible about that expenditure.

22.5 Despite section 22.3, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund, if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

23. LIMITATION ON LIABILITY OF COUNCIL MEMBER

23.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

23.2 Bylaw 23.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

23.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

24. FINES

24.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:

- (a) \$200.00 for each contravention of a bylaw; and
- (b) \$50.00 for each contravention of a rule.

24.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaw or rule of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

25. CONTINUING CONTRAVENTION

25.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

ANNUAL AND SPECIAL GENERAL MEETINGS

26. QUORUM OF MEETING

26.1 Despite any provision in the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting will be terminated if the meeting was convened on the requisition of owners; but in any other case, the meeting will be adjourned for a further 15 minutes from the time appointed and, if within 30 minutes from the time appointed a quorum is not present, the eligible voters present in person or by proxy will constitute a quorum.

27. PERSON TO CHAIR MEETING

27.1 Annual and special general meetings must be chaired by the president of the council.

27.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

27.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

28. PARTICIPATION IN GENERAL MEETINGS

28.1 At the option of the council or by ordinary resolution at a general meeting, a general meeting may be held partly or wholly by electronic means, so long as all owners and other participants can communicate with each other.

28.2 A participant who participates in a general meeting by electronic means must be considered to be present in person.

28.3 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

28.4 Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.

28.5 Tenants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

29. VOTING

29.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:

- (a) the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act in relation to unpaid strata fees, special levies, reimbursement of the cost of work referred to in section 85 of the Act, or the strata lot's share of a judgment against the strata corporation; or
- (b) there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

29.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

29.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

29.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

29.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

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29.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

29.7 Despite any other provision of these bylaws, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

30. ORDER OF BUSINESS

30.1 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

VOLUNTARY DISPUTE RESOLUTION

31. VOLUNTARY DISPUTE RESOLUTION

31.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations promulgated under the Act, these bylaws or the rules of the strata corporation.

31.2 A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

31.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SIGNS

32. SIGNS

32.1 One sign may be erected on a strata lot during construction of improvements on that strata lot, provided that:

- (a) the sign's display area is no larger than 16 square feet;
 - (b) it advertises only the general contractor and/or architect engaged with respect to the improvements on that strata lot; and
 - (c) its design has been approved by the strata corporation or its designate,
- and it must be removed promptly upon completion of construction.

32.2 The Owner Developer may so long as it is the owner of one or more strata lots carry on sales functions that relate to the sale of the strata lot or construction functions that relate to the construction of improvements on its strata lot, including the posting of signs, including but not limited to advertising or directional signs on the common property.

32.3 The Owner Developer may use a strata lot that the owner developer owns or rents as a display for marketing purposes.

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32.4 One sign may be placed on a strata lot which is used for a bed and breakfast and/or the bed and breakfast inn provided that:

- (a) the owner obtains all permits and consents required by the applicable municipal governing authority;
- (b) the sign's display area is no larger than 10 square feet;
- (c) it advertises only the bed and breakfast operation;
- (d) the design has been approved by the strata council.

INSURANCE

33. INSURING AGAINST MAJOR PERILS

33.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

33.2 The strata corporation is responsible for obtaining and maintaining insurance only for the common property and common assets, and is not responsible or obligated to obtain or maintain insurance of any kind for anything located within the boundaries of a strata lot.

PARKING

34. PARKING

34.1 A resident must not permit any vehicles, motorbikes or other equipment and or machinery to be parked or stored on common property, unless portions of the common property have been designated by the strata council as areas to be used for parking and may only be used in compliance with the rules and regulations established by the strata council from time to time.

34.2 A resident must not store any unlicensed or uninsured vehicle on the common property, limited common property or a strata lot.

34.3 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with roads or access lanes.

34.4 Any resident's vehicle parked in violation of bylaw 34.3 may be removed by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

APPEARANCE OF STRATA LOTS

35. CLEANLINESS

35.1 A resident must not allow a strata lot to become unsanitary or untidy.

35.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

36. MISCELLANEOUS

36.1 The provisions of these bylaws must be considered to be independent and severable, and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which will continue in full force and effect as if that invalid portion or portions had never been included in the bylaws.

36.2 The strata corporation may, without further authorization of the owners, proceed under the *Small Claims Act* to recover from an owner or other person:

- (a) money owing to the strata corporation, including money owing on account of administration fees, bank charges, fines, penalties, interest and the costs, including legal costs, of remedying a contravention of the bylaws or rules; and
- (b) money expended by the strata corporation as a result of the act or omission of an owner or an owner's visitor, occupant, guest, employee, agent, tenant or family member.

EXHIBIT "G"

SKETCH PLAN OF COMMON FACILITIES IN PHASE 3

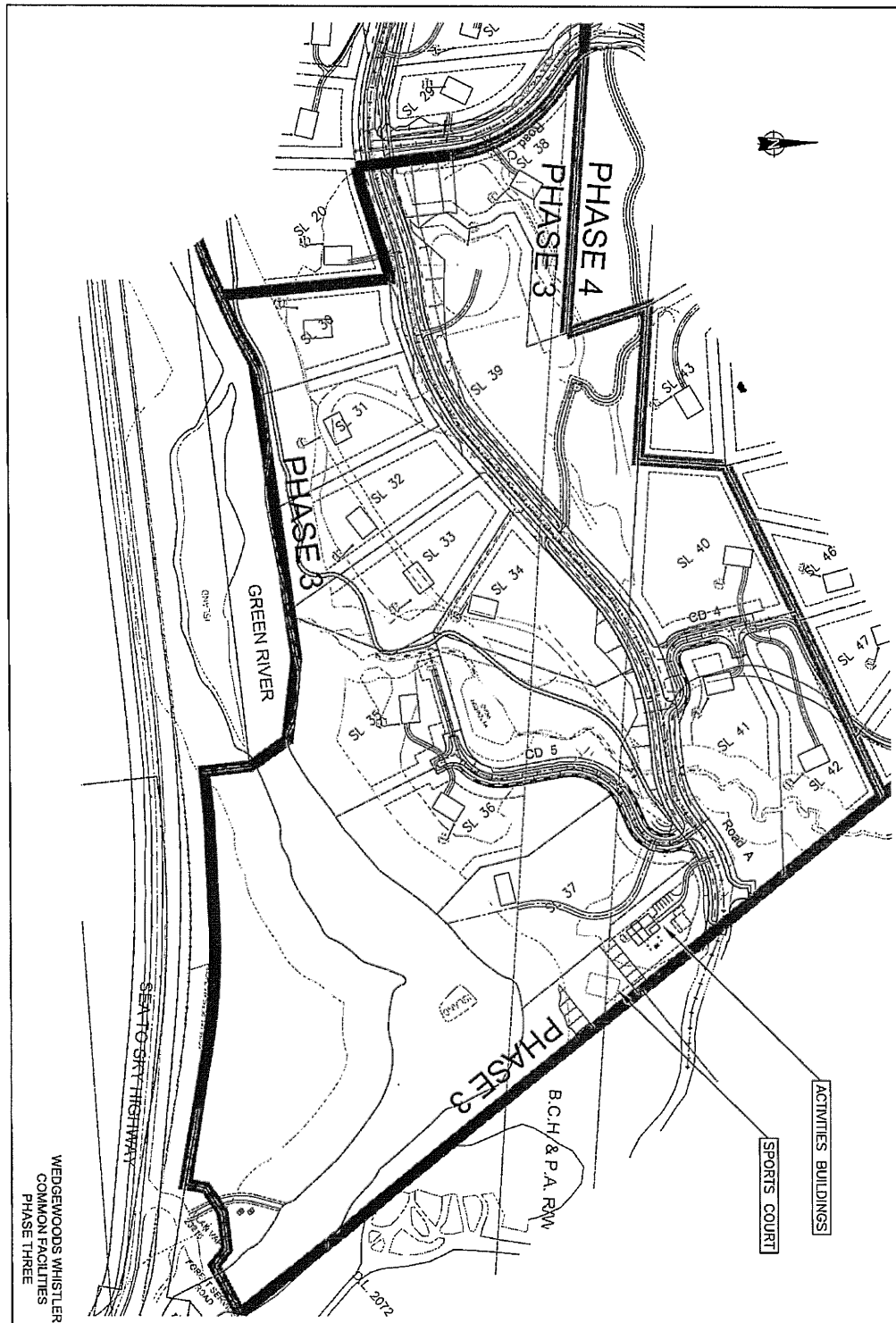


EXHIBIT "I"

RENTAL DISCLOSURE STATEMENT

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

(Section 139)

**Re: Bare Land Strata Plan to be created from a portion of:
PID: 027-752-330
Lot A District Lot 2247 Group 1 NWD Plan BCP39086
Pursuant to a Disclosure Statement dated February 9, 2010**

This Rental Disclosure Statement is:

☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan

☐ a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on _____.

1. The development described above includes 108 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.

Description of Strata Lot	Date Rental Period Expires*
nil	nil

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

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 108 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires*
Strata Lots 1 - 108	December 31, 2099

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

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

Date: February _____, 2010

28165 YUKON INC.

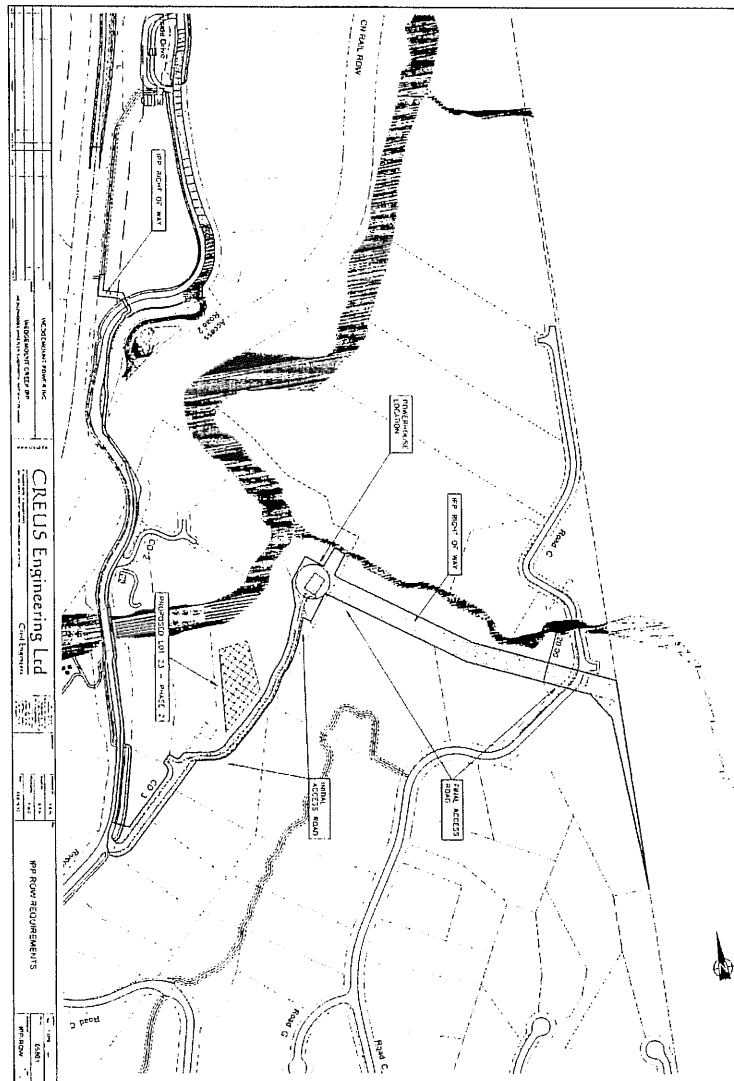
Signature of Owner Developer

4003088.2 January 12, 2010 - 1:45 PM

EXHIBIT "J"
SKETCH PLAN OF PROPOSED RIGHT OF WAY AREA ON LANDS FOR POWER
COMPANY
Proposed Right of Way Area shown hatched

Page 13

SCHEDULE "A"



8188404.12

EXHIBIT "K"
PLAN OF BUILDING ENVELOPES, VEHICULAR ACCESSES AND NO DISTURBANCE
AREAS

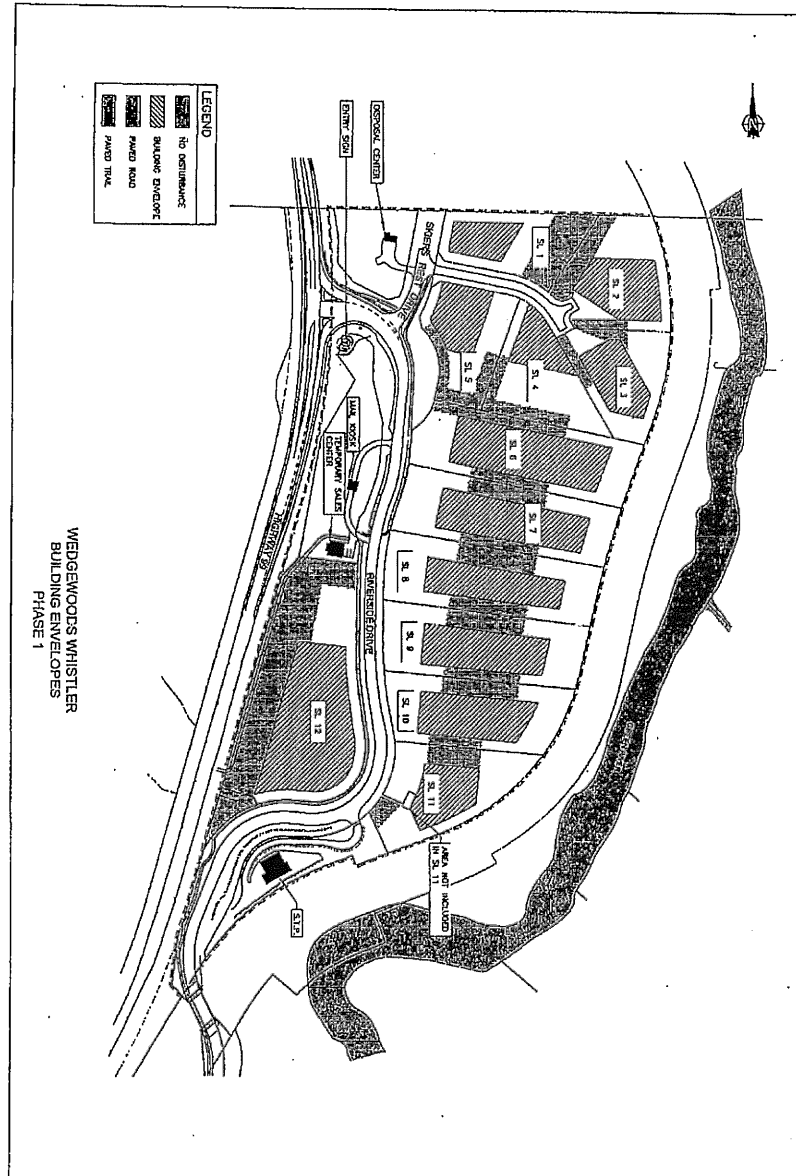


EXHIBIT "L"

BUILDING SCHEME

17 AUG 2010 09 30

BB1180570

LAND TITLE ACT

FORM 35

(SECTION 220)

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE:

HEREWITH FEE OF \$5 \$73.40

Building Scheme

FULL NAME, ADDRESS,
TELEPHONE NUMBER OF PERSON
PRESENTING APPLICATION:

Lynn Ramsay Q.C.
Barrister & Solicitor
Miller Thomson LLP
1000-840 Howe Street
Vancouver, B.C. V6Z 2M1 (687-2242)

File No 54355.0007

LTO Client No 010437



Lynn Ramsay Q.C.

ADDRESS OF PERSON ENTITLED TO APPLY
TO REGISTER THIS BUILDING SCHEME:

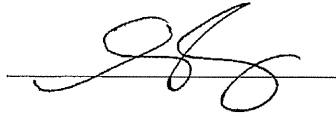
28165 Yukon Inc. (Incorporation No. 57097A), of
5439 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
("Yukon")

28165 Yukon Inc. (Incorporation No. 57097A) hereby declares that:

1. We are the registered owner in fee simple of the following lands (collectively, the "Lots" and individually, a "Lot"):
MOPIUS
Strata Lots 1 to 12
District Lot 2247, Group 1,
New Westminster District,
Strata Plan BCS 3916
2. We hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of the Lots, provided however, that we reserve the right to exempt any Lot remaining undisposed of by us from all or any of the restrictions and benefits.

2228805.11 May 4, 2010 - 4:04 PM

Officer Signatures



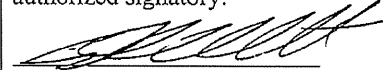
LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000-840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
10	5	5

Transferor(s) Signatures

28165 YUKON INC., by its
authorized signatory:



Name: David Ehrhardt

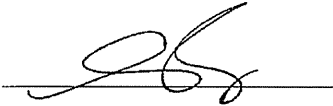
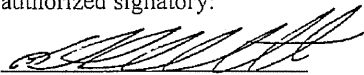
OFFICER CERTIFICATION:

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

We, **STORM LACE B.V.** (a corporation incorporated under the laws of Netherlands) having an office at SG Hambros P.O. Box N7788, West Bay Street, Nassau, Bahamas, the holder of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

Officer Signatures	Execution Date	Transferor(s) Signatures						
 LYNN RAMSAY, Q.C. <i>BARRISTER & SOLICITOR</i> 1000-840 HOWE STREET VANCOUVER, B.C. V6Z 2M1 604-687-2242	<table><thead><tr><th>Y</th><th>M</th><th>D</th></tr></thead><tbody><tr><td>10</td><td>5</td><td>5</td></tr></tbody></table>	Y	M	D	10	5	5	STORM LACE B.V. , by its authorized signatory:  David Ehrhardt As to Mortgage BB811939 and Assignment of Rents BB811940
Y	M	D						
10	5	5						

(as to execution by Storm Lace B.V.)

OFFICER CERTIFICATION

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

2228805.11 March 16, 2010 - 10:58 AM

SCHEDULE OF RESTRICTIONS

1. For the purpose hereof and for the schedules attached hereto, the following words and phrases will have the following meanings:
 - (a) "Approving Agent" means 877103 B.C. Ltd.
 - (b) "Architectural Design Guidelines" means architectural design guidelines for the Lots as described on Schedule A;
 - (c) "Co-ordinating Architect" means a registered architect appointed and retained by the Approving Agent;
 - (d) "Fire Smart and Sustainable Design Guidelines" means the Fire Smart and Sustainable Design Guidelines attached hereto as Schedule Bas amended from time to time by the Approving Agent with the approval of the Regional District;
 - (e) "Guidelines" means Architectural Design Guidelines and the Fire Smart and Sustainable Design Guidelines collectively;
 - (f) "Improvement" means any building or structure (including landscaping) constructed or installed on the Lands;
 - (g) "Landscaping Architect" means a registered landscape architect appointed and retained by the Approving Agent;
 - (h) "Owners" means the persons registered in the Land Title Office from time to time as the owners of the Lots;
 - (i) "Plans and Specifications" means the plans and specifications described in Subsection 2(a) and approved by the Approving Agent in accordance with the provisions of this building scheme;
 - (j) "Regional District" means Squamish-Lillooet Regional District, presently located at 1350 Aster Street, Pemberton, BC, V0N 2L0, or other local government or agency thereof having jurisdiction;
 - (k) "SLRD" means the Squamish-Lillooet Regional District.
2. No person will apply for development approval or building permit with respect to a Lot, or commence construction or installation of any Improvements on a Lot (including site clearing or other site preparation, excavation, construction or landscaping) without first:
 - (a) providing the Approving Agent with reasonably detailed plans and specifications of the Improvements (including a landscape plan) and such further and other plans, specifications, samples or other materials as the Approving Agent may reasonably require;
 - (b) receiving written approval of the Plans and Specifications from the Co-ordinating Architect;

2228805.11 March 16, 2010 - 10:58 AM

- (c) receiving written approval of the landscape plans related to the Improvements and comprising part of the Plans and Specifications from the Landscape Architect; and
 - (d) receiving the written approval of the Plans and Specifications by the Approving Agent.
3. The approval of the Approving Agent of any Plans and Specifications will not be unreasonably withheld or delayed if the Plans and Specifications meet the requirements of the Guidelines and the application for such approval complies with all the requirements herein. To determine whether or not any Plans and Specifications meet the requirements of the Guideline and whether the application complies with all the requirements herein the Approving Agent may consult with a registered professional architect, landscape architect or biologist as appropriate for professional advice on the best way to satisfy the requirements of this building scheme.
4. After a person commences construction of any Improvements on a Lot upon complying with the requirements set out herein, such person shall not discontinue the construction of such Improvements until the same are completed in all respects in accordance with the requirements set out herein, provided however that such person will not be in breach of his or her obligations in this Section or the Agreement with the Approving Agent referred to in Subsection 1(e) if construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, fire or other casualty provided that such person takes steps as are available to it to minimize the effect of such occurrence and diligently recommences construction after each such occurrence.
5. Following the approval of the Plans and Specification, no construction of Improvements will be commenced or carried out on the Lots except:
- (a) in accordance with the Plans and Specifications; and
 - (b) in compliance with the Guidelines.
6. The Approving Agent or a designated representative of the Approving Agent may at any time, without notice during regular business hours, enter onto the Lots for the purpose of determining compliance with and enforcing the provisions of this statutory building scheme.
7. No Lot shall be used except in compliance with the following restrictions:
- (a) no house trailer, travel trailer, mobile home camper, recreational vehicle or similar vehicle or structure designed for or capable of providing overnight accommodations, by whatever name called, no unlicensed vehicles and no commercial trucks, boats or machinery are permitted to be located, kept or stored on any Lot except within enclosed roofed buildings or garages or an area with adequate screening approved by the Approving Agent;

- (b) no temporary structures, trailers or residences shall be permitted on any Lot except for use during a period of construction, which period shall not exceed one (1) year, without the approval of the Approving Agent.
- 8. The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations and orders of the governmental authorities applicable to the Lots.
- 9. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions will be considered severed from this statutory building scheme and the rest of the statutory building scheme will be unaffected by such provision or provisions.
- 10. No person who is the Owner of any Lot will be liable for a breach of any of the provisions hereof if such breach arises after such person ceased to be the Owner of such Lot.
- 11. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sub-lessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
- 12. This building scheme will expire 25 years after the date of its registration in the Land Title Office or on notice from the Approving Agent that the Lands have completed initial build-out, whichever is later, and thereafter the provisions hereof will be of no force and effect.

SCHEDULE A
ARCHITECTURAL DESIGN GUIDE LINES
WEDGE WOODS SINGLE FAMILY LOTS

1. MASSING AND FORM

1.1 Building massing should have the appearance of being contained. Design techniques should include a variety of roof lines, stepping the building both vertically and horizontally, letting the site influence the building form, scale and character. Variation in roof lines will encourage vaulted ceilings to provide higher interior ceilings within the context of the building theme

1.2 Building form must respond to the natural constraints of the Lot. The development must also consider the safe storage of snow without impeding the accessibility to the dwelling on the Lot.

2. NO REPETITION OF BUILDING DESIGN

2.1 No building design can be repeated within a three lot radius.

3. DRIVEWAYS AND GARAGES

3.1 Driveways and garages must not form the main element facing the street and must minimize environmental impact. All driveways must comply with Regional District grade requirements.

4. ROOFS

4.1 Architectural form of the roof is very important in establishing the building character and snow management. A unified composition of sloped roofs is preferred. Snow shedding should be calculated to ensure protection of pedestrian and vehicular ways, flat areas and impact onto other roof components and decks.

4.2 Roof pitch should generally not be less than 6V:12H nor more than 12V:12H.

4.3 Roof types that are not permitted include flat (except in special, limited circumstances), mansard, false mansard, curvilinear and domed roofs.

4.4 Roof overhangs are encouraged because they protect walls, doors and windows from snow and rain.

4.5 Roofing materials should complement the treed nature of the site and therefore high quality wood shingles or shakes or similar appearing products are preferred. Composite slate and architectural shingle materials will be considered if they maintain the stability and aesthetic integrity and three dimensional character. Standard asphalt shingles will not be acceptable.

Metal roofs may be considered but only in earth tone or natural colours and the profile and seam pattern must be acceptable to the Approving Agent.

4.6 Architectural roof appurtenances such as dormers, clerestories, skylights, chimneys, gables and eave details can create an enhanced roofscape and interesting interior spaces. Their placement is encouraged but should be used in a manner so that confusion and excessive decoration is avoided.

4.7 Ornamental roof appurtenances such as finials, scroll work on the ridge or purely decorative turrets are not permitted.

4.8 Mechanical roof appurtenances including snow diverters, vents and flashing should be prefinished in a colour to match the roofing material and must be strong enough to sustain snow build-up and shedding.

4.9 Large roof overhangs with deep fascia boards are encouraged.

4.10 Solar collectors must lie flat on the roof and not be located in areas visible from the street or other public places.

5. CHIMNEYS

5.1 Chimneys must blend with the house and roof materials. Metal, or wood or facsimile wood finished chimneys are not permitted.

5.2 A direct wall vent for a gas fireplace should be screened from public view or blend into the building face and be treated in such a way to avoid discolouration of the wall in which it is placed.

5.3 All chimneys must have spark arrestors made of metal, painted to match the roof colour and of sufficient size to screen individual flues. Chimneys should be located near the ridge of the roof wherever possible to protect them from snow damage.

6. BUILDING WALLS

6.1 The lower portion of walls up to 4.0 ft should be protected from extreme weather, snow build-up and staining and should therefore be constructed of a durable material, including but not limited to, river rock, stone, concrete block with a stucco finish, or concrete treated in a finish such as sand blasted or bush hammered. Aluminium or vinyl are not permitted.

6.2 Upper wall materials should relate to the building mass and convey a sense of well-crafted construction for a residential home in an alpine setting. An urban or industrial vocabulary is not encouraged.

6.3 Acceptable upper wall materials are:

stone or river rock

wood shingles

wood siding
board and batten
peeled or shaped logs
architectural concrete
traditional stucco
composite concrete wood claddings

6.4 Upper wall materials which are not acceptable are:

brick or ceramic tile
vinyl or aluminium siding
stained or painted plywood
simulated stone or brick
asphalt or hardboard siding

6.5 Walls should be strongly articulated with recesses, balconies and bay windows to avoid large areas of unbroken wall.

6.6 Window glazing may be clear or solar tinted, stained, etched or frosted. Solid coloured glass or reflective glazing is not permitted.

6.7 Exterior doors should be solid core wood or insulated metal painted to complement the house. Exterior doors should be shielded from shedding snow, wind and rain either through structural elements or in combination with landscape materials.

6.8 If a garage is proposed, garage doors should be wood sectional, stained or painted or insulated metal doors painted to complement the building. Manufacturer's white garage doors are not supported, unless they compliment the overall building design. Garage entries should be well articulated (recessed, columns, etc.) To reduce their visual impact but also to create a visual connection to the house. Garage doors that are angled to face the side yard rather than the street are preferred to prevent the garage from dominating the streetscape.

6.9 Open carports are not permitted.

7. COLOUR SCHEMES

7.1 All colour schemes must be approved by the Approving Agent. A colour board and samples must be submitted for review before a colour scheme can be approved.

7.2 No more than three colour shades should be used on a building (not including the colour of the roofing material).

7.3 Proposed colour schemes should harmonize with the natural setting of the SLRD and Whistler and complement surrounding buildings. Acceptable wood siding colour applications

include paint and solid or semi-transparent stains. Peeled or shaped logs may be finished with varnish, clear or semi-transparent stains.

7.4 Rich colours may be used to highlight building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. Neighbouring properties should be considered when using strong, deep colours as accents.

8. GRADING AND DRAINAGE

8.1 All regrading, tree removal, revegetation and other site disturbance shall be shown on the site grading plan which must be approved by the Approving Agent before any site work is initiated.

8.2 All regrading shall be contained within the lot and feathered wherever possible into the natural topography to maximize retention of trees and existing vegetation.

8.3 Cuts and fills shall be minimized to avoid undue disturbance of natural vegetation.

8.4 Retaining structures for homes and parking areas shall not exceed a height of 5.0 ft (1.5 m) and constructed of rock or concrete with a rock veneer. Retained driveway areas should include planting between the structure and the parking area so that these areas remain partially hidden.

8.5 The slope of cuts or fills must be determined by the soil materials to ensure stability and encourage revegetation. Rock cuts may be vertical if approved by a geotechnical engineer.

8.6 All drainage should be returned to the natural drainage areas or the storm ditch system as required by the SLRD. No drainage may be permitted to flow to an adjacent lot unless specifically required to ensure the health of existing vegetation.

8.7 To reduce the amount of site disturbance parking platforms for downward sloping lots are encouraged rather than using fill to achieve grades, where existing vegetation is mature.

9. DRIVEWAYS PARKING AND WALKWAYS

9.1 To minimize impact on the Lot the Location for Driveways has been predetermined. Any change to the location of the driveway must receive prior approval from the Approving Agent.

9.2 Driveway width at the curb should not be more than 13 ft (4.0 m) wherever possible in order to reduce the impact of hard surfaces at the street, reduce rock cut and promote tree retention.

9.3 Not less than one parking stall shall be contained within an attached or detached garage. Additional open parking stalls may be considered depending on site constraints.

9.4 Driveway materials should be stamped asphalt or concrete, concrete with exposed aggregate finish or interlocking pavers. Asphalt drives are also acceptable, however when asphalt is utilized the use of architectural borders is encouraged.

9.5 Walkway materials should be stamped concrete, stone or interlocking pavers.

10. LANDSCAPING

10.1 The streetscape is intended to take on a mature, attractive appearance which will mature gracefully, therefore the area between the curb and the front plane of the house shall be considered predominantly as a natural revegetation zone using mostly indigenous plant species and limiting formal planting only as an accent. The planting plan shall however also be cognizant of limitations imposed by servicing corridors and not unduly encourage bear intrusion by providing fruit bearing plants or excessive protective cover.

10.2 All utilities and otherwise obtrusive structures, including retaining walls, should be suitably screened wherever possible from public view. Such screening should project a natural character.

10.3 Walls and/or fences are not permitted as pure delineators or property lines, however they may be permitted to provide privacy to certain activity areas. Where walls and/or fences follow a property line they should not disturb any vegetation screening with adjacent lots. Walls and/or fences should follow the contours of the land wherever possible.

10.4 Walls and/or fences should be built of natural stone or wood and may not exceed a height of 6 ft (1.8 m) above the natural grade of the Lot.

10.5 No walls and/or fences other than small scale landscape elements are permitted between the front property line and the front plane of the principal dwelling.

10.6 Exterior and landscape lighting should be kept to a minimum, be diffused, shielded, directional and concealed from neighbouring lots and the street. Fixtures must reflect the theme of the community and be made of iron, copper or weed. Shiny brass or chrome finishes are not encouraged.

10.7 The landscape plan shall be implemented and approved by the Approving Agent within one growing season of the substantial completion of the house.

10.8 Entrance gates must be located at least 5 meters within the property line of the Lot. Entrance gates, structures and archways should be architecturally sensitive to the common property and should be comprised of materials such as iron, stone and/or wood.

10.9 The landscape plan must detail any existing trees, shrubs, or vegetation which will be removed or relocated and confirm that such removal is in compliance with the requirements of any registered restrictive covenants. If the removal of the trees, shrubs or vegetation will enhance or preserve views or view corridors it will be permitted so long as it does not materially negatively reduce the privacy between adjacent dwellings.

11. SNOW MANAGEMENT

11.1 Snow must be retained or shed in locations and in a manner which will not endanger the structure or its occupants. Entrances, vehicular and pedestrian routes must be fully protected.

11.2 Balconies should preferably be covered or recessed into the building and snow shedding from one roof to another should be avoided. Eave troughs are vulnerable to damage from snow and ice and are therefore not recommended. Aluminium, vinyl or resin eave troughs are not permitted. Snow storage areas must be provided for driveways and pathways.

11.3 Adequate roof ventilation is required and the "cold roof" construction concept is recommended.

12. ANTENNAS AND SATELLITE DISHES

12.1 Satellite dishes or antennas should be hidden or placed in the least visible, functional site. Dishes should be painted the colour of the background material in front of which they are mounted. Satellite dishes exceeding three feet in diameter (or the size of the smallest fully functional HD antenna available) will be permitted only if they are shielded from view.

13. DOG KENNELS

13.1 The location of and materials used for enclosed dog runs and/or kennels must be approved by the Approving Agent

SCHEDULE B

FIRE SMART AND SUSTAINABLE DESIGN GUIDELINES

Sustainable Design Guidelines

1. Site preparation works shall be monitored by a Qualified Environmental Professional (QEP);

A Qualified Environmental Professional (QEP) is herein defined as an applied scientist or technologist, acting alone or together with another qualified environmental professional, if the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, is acting under that association's code of ethics and subject to disciplinary action by that association, and the individual is acting within that individual's area of expertise.

2. A QEP shall be on site during initial site preparation and construction work carried out by the lot owner, and during all other phases of construction as deemed appropriate by the QEP.

3. The QEP shall submit an environmental monitoring report to the Planning Department of the Squamish-Lillooet Regional District at the conclusion of the works verifying that the following guidelines have been met:

- (a) prior to land clearing a plant and wildlife survey shall be conducted by a QEP of the areas to be cleared or impacted by clearing, to identify the location of active bird nests, important wildlife trees, and the presence of rare and endangered plant and animal species;
- (b) where land clearing activity is proposed between April 1st and July 31st a QEP shall conduct a bird nest survey within seven days of the proposed clearing;
- (c) in accordance section 34 of the *Wildlife Act* - which states that a bird or its egg, or the occupied nest of a bird or its egg, may not be destroyed - active nests shall be protected by a suitable buffer, as recommended by the QEP;
- (d) notwithstanding section 3(c) above, the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl shall be provided with a 50 meter buffer of undisturbed vegetation whether occupied or not;
- (e) where, in the opinion of a QEP, the placement of the principal dwelling, driveway, auxiliary buildings, or storm water management facilities has the potential to impact vulnerable or blue listed species, a management plan, specific to the potentially impacted species, shall be prepared by a QEP and implemented to minimize or avoid such impacts.

4. Natural vegetation shall not be removed except where required by section 7 (the Fire Smart Guidelines) or for construction that is authorized by the Squamish-Lillooet

Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007.

5. Despite section 4, all vegetation shall be retained within riparian areas, which are defined as those lands within thirty meters from the high water mark of the Green River and Wedgemount Creek and fifteen meters from the high water mark of the unnamed tributaries A & B, except where required for trails and roads described in Squamish Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007.
6. The construction of a fence is required, to delineate the outer boundary of the riparian areas that extends 30 meters from the natural boundary of each of the Green River and Wedgemount Creek, and 15 meters from the natural boundary of each of the two ephemeral tributaries marked on the Green River Estates Site Layout, except where:
 - there is a railway track or trail either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water;
 - there is an embankment of 45° or more that is ten meters or more in height either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water; or
 - the land immediately adjacent to the riparian area remains in its natural state.

For greater certainty, the land immediately adjacent to the riparian area is not in its natural state if it has been modified under the section 7 of the Fire Smart Guidelines.

Fire Smart Guidelines

7. Outside of riparian areas, the development of lands may only occur in a manner that creates two separate zones surrounding any buildings or improvements as follows:
 - (a) Zone One - the first ten metres surrounding any building shall be a fuel reduced buffer by:
 - (i) utilizing deciduous shrubs, lawn, or hard surface such as concrete or stone; or other less combustible landscape materials;
 - (ii) removing any accumulation (15 cm or more) of woody debris, needles, or leaves, and other combustible materials such as wood piles;
 - (iii) removing mature conifer trees, or, where retained conifer trees shall be thinned to at least three metres between crowns (tips of branches of adjacent trees); with no limbs within three metres of buildings, including balconies, decks, eaves or projections;
 - (b) Zone Two - the area from ten metres out to thirty metres from any building wall will allow for retention of natural vegetation provided that ground fuels are removed, and clusters of trees shall be permitted if a hard surface, lawn, area of

low vegetation (one meter high or less), or other suitable fire break surrounds those clusters.

8. Roofing shall conform to Class A, B, or C fire resistance rating as defined in the BC Building Code.
9. Siding materials shall make extensive use (70% of total exterior surface area) of fire resistant materials such as stucco and other cement-based products, metal siding, brick, or heavy timber and minimize the use of wood siding products.
10. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
11. Eaves, attics, vents and underfloor openings shall be screened to prevent the accumulation of combustible materials and the entry of burning embers.
12. Windows and glazing shall be double paned or tempered.

Stormwater Management

13. Rain gardens, swales, or ponds shall be constructed to retain stormwater runoff on the parcel to the same extent as the preconstruction runoff retention conditions of the parcel.

Site and Landscaping

14. Existing topsoil shall be collected, stored and reused on site.
15. Circular driveways are prohibited.
16. Those portions of the parcel where trees and vegetation are to be retained shall be protected with temporary fencing or flagging during site preparation, excavation and construction.
17. Only drought tolerant, pest resistant, or native vegetation, as certified by the consulting landscape architect may be used in landscaping.
18. All outdoor lighting fixtures and standards shall be designed and installed to minimize extraneous light propagation ("light pollution").
19. All landscaped areas shall include a mulch layer.

Energy Efficiency

20. All developments will achieve an EnerGuide rating of 80 or meet the R-2000 certification standard.
21. All gas fireplaces shall be equipped with electronic ignition only and solid fuel devices shall be CSA or EPA compliant.
22. Only Energy Star certified products shall be employed for furnaces, boiler equipment, and domestic hot water heating.

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23. Hot tubs shall include two or more energy saving features, such as: an insulated cover; a layered shell for increased insulation; automatic shut off of jets, pumps and lights; an ozone water cleaning system; a warm air induction system; and low-wattage pumps.
24. Where a central air conditioning system is installed, the system shall include two or more energy saving features, such as: large coils for more efficient heat transfer; variable speed blower and fan motors; multiple compressors; programmable thermostats; a filter maintenance indicator light; and dynamic occupancy detectors.
25. Lighting fixtures shall be installed with Energy Star qualified compact florescent light bulbs or other energy efficient lamps for at least 70% of all lighting fixtures installed.

Water Conservation

26. Only Energy Star certified products will be used for water-consuming appliances and shower-heads.
27. Where an irrigation system is installed the system shall include two or more energy saving features, such as: automatic valves to control the flow of water to different areas of landscaping; a controller with multiple independent programs; rain shut-off device; diagnostic circuitry to notify the homeowner when the station is shorted or a power failure has occurred; battery back-up; drip or bubbler irrigation; and low flow- sprinkler heads.
28. Only dual flush toilets with a maximum volume of six litres per flush may be installed.

Indoor Environment

29. Seventy-five percent of all paints and adhesives shall meet low or zero VOC standards.
30. Seventy-five percent of all floor coverings and interior panel products shall be made of linoleum, ceramic, cork, rubber, hardwood flooring, stone, woven wool or woven plant fibre carpets, wood products manufactured with low formaldehyde emission adhesives, drywall, or other low emission materials.
31. All air filters for ventilation supply air and furnaces shall achieve a minimum MERV 4 filtration standard.

Waste Management

32. In every new dwelling provision will be made for a 2 m² space for collecting and separating recyclable household waste.
33. In-sink garbage disposal units are not permitted in a dwelling.

Optional Features

34. Protection of plants and wildlife:
 - (a) restoring native flora to an area equivalent to the building footprint, on or off-site;

- (b) installing vegetated ("green") roof areas.

35. Energy efficiency:

- (a) designing buildings to optimize passive solar heating through means such as building orientation and form, window design and use of thermal mass;
- (b) designing buildings to induce airflow for ventilation and cooling by making use of building orientation, layout, and opening design;
- (c) installing solar energy devices, or designating a roof and wall area for solar energy devices and installing conduit and pipe connections;
- (d) using high performance heat pump technology for space and water heating;
- (e) installing controls for a continuous ventilation system that is capable of responding to occupancy;
- (f) installing a grey water heat recovery unit in drains;
- (g) installing motion detectors on outdoor lights;
- (h) not installing a stand-alone air conditioning system;
- (i) reducing a buildings energy demand by decreasing the total floor area;
- (j) constructing an enclosed foyer that separates the main interior space of the building from exterior doors.

36. Water conservation:

- (a) installing a system for collection, storage, and reuse of precipitation for a purpose such as irrigation;
- (b) installing a grey water reuse system, or a system to separate the toilet and kitchen drains from all other drains to the point of exit for incorporation in a future grey water reuse system;
- (c) installing water meters in a location that facilitates water consumption awareness by occupants;
- (d) not installing an irrigation system;
- (e) installing a composting toilet.

37. Indoor environment:

- (a) installing energy and heat recovery ventilators with supply ducted to all occupied rooms and exhaust from all wet rooms;

- (b) installing air filters for ventilation supply air and furnaces with a minimum MERV 6 filtration standard;
- (c) installing hard surface or resilient floor coverings;
- (d) isolating attached garages from dwellings with a fan depressurization system;
- (e) installing a carbon monoxide alarm.

38. Materials:

- (a) using salvaged materials for structural or finishing element;
- (b) using materials that meet recycled content standards;
- (c) using material made from plant fibre with less than a ten year rotation, such as straw or bamboo;
- (d) using materials or systems produced in BC;
- (e) applying CMHC's Flex Housing or Convertible Housing concepts to housing design to produce homes that are adaptable, expandable and accessible;
- (f) using wood certified by the Forest Stewardship Council;
- (g) reducing materials used by decreasing the total floor area.

39. Waste management:

- (a) where a cooling system or heat pump is employed, using only refrigerants that are chlorine free with zero ozone depletion potential;
- (b) providing a bear-proof household composting system sized for each dwelling.

EXHIBIT "M"

PHASING DECLARATIONS

FORM_STRATA_V6

NEW WESTMINSTER LAND TITLE OFFICE

Jul-06-2012 08:59:50.001

CA2642905

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 5 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber, and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Digitally signed by Sharon Anne MacMillan SPTF6F
DN: cn=CA, o=Sharon Anne MacMillan SPTF6F, ou=Verily ID at www.vericert.com/LKUP.cfm?id=SPTF6F
Date: 2012.07.05 13:10:41 -0700
Sharon Anne MacMillan SPTF6F

1. CONTACT: (Name, address, phone number)
Sharon MacMillan, Miller Thomson LLP
1000, 840 Howe Street
Vancouver BC V6Z 2M1
Document Fees: \$23.90
604.687.2242
Client No: 010437 File No: 54355.0007
28165 Yukon / 8171639
Deduct LTSA Fees? Yes ☒
2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
Form-PA Amended Phased Strata Plan Declaration LTO Document Reference: BB1180553
3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
027-752-330 LOT A DISTRICT LOT 2447 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
BCP39086 EXCEPT PHASE ONE STRATA PLAN BCS3916

Strata Property Act

**FORM P
AMENDED PHASED STRATA PLAN DECLARATION**

(Sections 221, 222)

I, **28165 YUKON INC.** declare:

1. That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

PID: 027-752-330

Lot A District Lot 2447 Group 1 New
Westminster District Plan BCP39086 Except
Phase One Strata Plan BCS3916

2. That the plan of development is as follows:

- (a) The development will consist of five phases deposited in consecutive order beginning with Phase 1. The common facilities will be:

- (i) a garbage and recycling structure and a mail kiosk in Phase 1;
- (ii) an activity centre with a change room, and exercise area, outdoor covered picnic/barbeque area, all purpose outdoor sports court and parking adjacent to the these facilities will be provided as part of Phase 3;
- (iii) an all purpose outdoor sports court will be provided as part of Phase 4;

- (b) The sketch plan attached as Schedule A sets out:

- (i) all the land to be included in the phased strata plan;
- (ii) the present parcel boundaries;
- (iii) the approximate boundaries of each phase; and
- (iv) the approximate location of the common facilities.

- (c) The estimated dates for beginning and completion of construction of each phase are:

	Beginning	Completion
(i) Phase 1	September 1, 2008	December 31, 2010
(ii) Phase 2	December 15, 2012	December 31, 2013

(iii) Phase 3	December 15, 2013	December 31, 2015
(iv) Phase 4	December 15, 2015	December 31, 2017
(v) Phase 5	December 15, 2017	December 31, 2019

- (d) The unit entitlement of each phase and the total unit entitlement of the development will be:

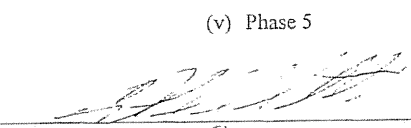
(i) Phase 1 unit entitlement	12
(ii) Phase 2 unit entitlement	17
(iii) Phase 3 unit entitlement	13
(iv) Phase 4 unit entitlement	38
(v) Phase 5 unit entitlement	28
Total unit entitlement	108

- (e) The maximum number of units and general type of residence or other structure to be built in each phase is:

	Structures			Number
	Type			
(i) Phase 1	Single dwellings	Family	Residential	12
(ii) Phase 2	Single dwellings	Family	Residential	17
(iii) Phase 3	Single dwellings	Family	Residential	11
	Bed and Breakfast Inn and small convenience store			1
	Amenity structure			1
(iv) Phase 4	Single dwellings	Family	Residential	38
(v) Phase 5	Single dwellings	Family	Residential	28
	Total all phases:			109

3. I will elect to proceed with each phase on or by the following dates:

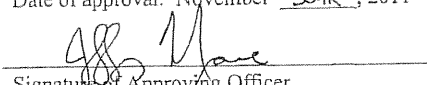
Phase number	Date
(i) Phase 1	September 1, 2008
(ii) Phase 2	December 15, 2012
(iii) Phase 3	December 15, 2013
(iv) Phase 4	December 15, 2015
(v) Phase 5	December 15, 2017


28165 Yukon Inc., by its
authorized signatory


David Ehrhardt

Signature of Applicant

Date of approval: November 30th, 2011


Signature of Approving Officer

Ministry of Transportation and Infrastructure

* Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

$$\begin{array}{l}
 \text{1. } \int_{-\infty}^{\infty} f(x) \delta(x-a) dx = f(a) \\
 \text{2. } \int_{-\infty}^{\infty} f(x) \delta(x-a) \delta(x-b) dx = f(a) \delta(a-b) \\
 \text{3. } \int_{-\infty}^{\infty} f(x) \delta(x-a) dx = f(a) \\
 \text{4. } \int_{-\infty}^{\infty} f(x) \delta(x-a) dx = f(a) \\
 \text{5. } \int_{-\infty}^{\infty} f(x) \delta(x-a) dx = f(a)
 \end{array}$$


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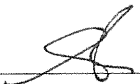
BB1180553

July 12, 2010

Registrar
Land Title Office
New Westminster/Vancouver Land Title Registry
88 – 66th Street
New Westminster, BC V3L 5B3

Please receive herewith the following document for filing:

Form P Phased Strata Plan Declaration
for 28165 Yukon Inc.



Lynn Ramsay, Q.C.
Miller Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC V6Z 2M1
Telephone: (604) 687-2242

Our File: 54355.0007
LTO Client No.: 010437

Strata Property Act

**FORM P
PHASED STRATA PLAN DECLARATION**

(Sections 221, 222)

We, **28165 YUKON INC.** declare:
(*Inc. # 5709777*)

1. That we intend to create a strata plan by way of phased development of the following land which I own or on which we hold a right to purchase:

PID: 027-752-330

Lot A of District Lot 2447 Group 1 New
Westminster District Plan BCP39086

2. That the plan of development is as follows:

- (a) The development will consist of five phases deposited in consecutive order beginning with Phase 1. The common facilities will be:

- (i) a garbage and recycling structure and a mail kiosk in Phase 1;
- (ii) an activity centre with an exercise pool, change room, and exercise area, outdoor covered picnic/barbeque area, all purpose outdoor sports court and parking adjacent to the these facilities and will be provided as part of Phase 3;
- (iii) an all purpose outdoor sports court will be provided as part of Phase 4;

- (b) The sketch plan attached as Schedule A sets out:

- (i) all the land to be included in the phased strata plan;
- (ii) the present parcel boundaries;
- (iii) the approximate boundaries of each phase; and
- (iv) the approximate location of the common facilities.

- (c) The estimated dates for beginning and completion of construction of each phase are:

	Beginning	Completion
(i) Phase 1	September 1, 2008	December 31, 2010
(ii) Phase 2	December 15, 2011	December 31, 2012

(iii) Phase 3	December 15, 2012	December 31, 2014
(iv) Phase 4	December 15, 2014	December 31, 2016
(v) Phase 5	December 15, 2016	December 31, 2018

(d) The unit entitlement of each phase and the total unit entitlement of the development will be:

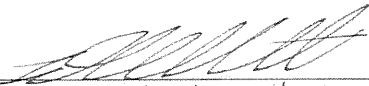
(i) Phase 1 unit entitlement	12
(ii) Phase 2 unit entitlement	17
(iii) Phase 3 unit entitlement	13
(iv) Phase 4 unit entitlement	38
(v) Phase 5 unit entitlement	28
Total unit entitlement	108

(e) The maximum number of units and general type of residence or other structure to be built in each phase is:

	Structures		
	Type		Number
(i) Phase 1	Single Family Residential dwellings		12
(ii) Phase 2	Single Family Residential dwellings		17
(iii) Phase 3	Single Family Residential dwellings		11
	Bed and Breakfast Inn and small convenience store		1
	Amenity structure		1
(iv) Phase 4	Single Family Residential dwellings		38
(v) Phase 5	Single Family Residential dwellings		28
	Total all phases:		109


3. I will elect to proceed with each phase on or by the following dates:

Phase number	Date
(i) Phase 1	September 1, 2008
(ii) Phase 2	December 15, 2011
(iii) Phase 3	December 15, 2012
(iv) Phase 4	December 15, 2014
(v) Phase 5	December 15, 2016


28165 Yukon Inc. by its authorized signatory
David Ehrhardt

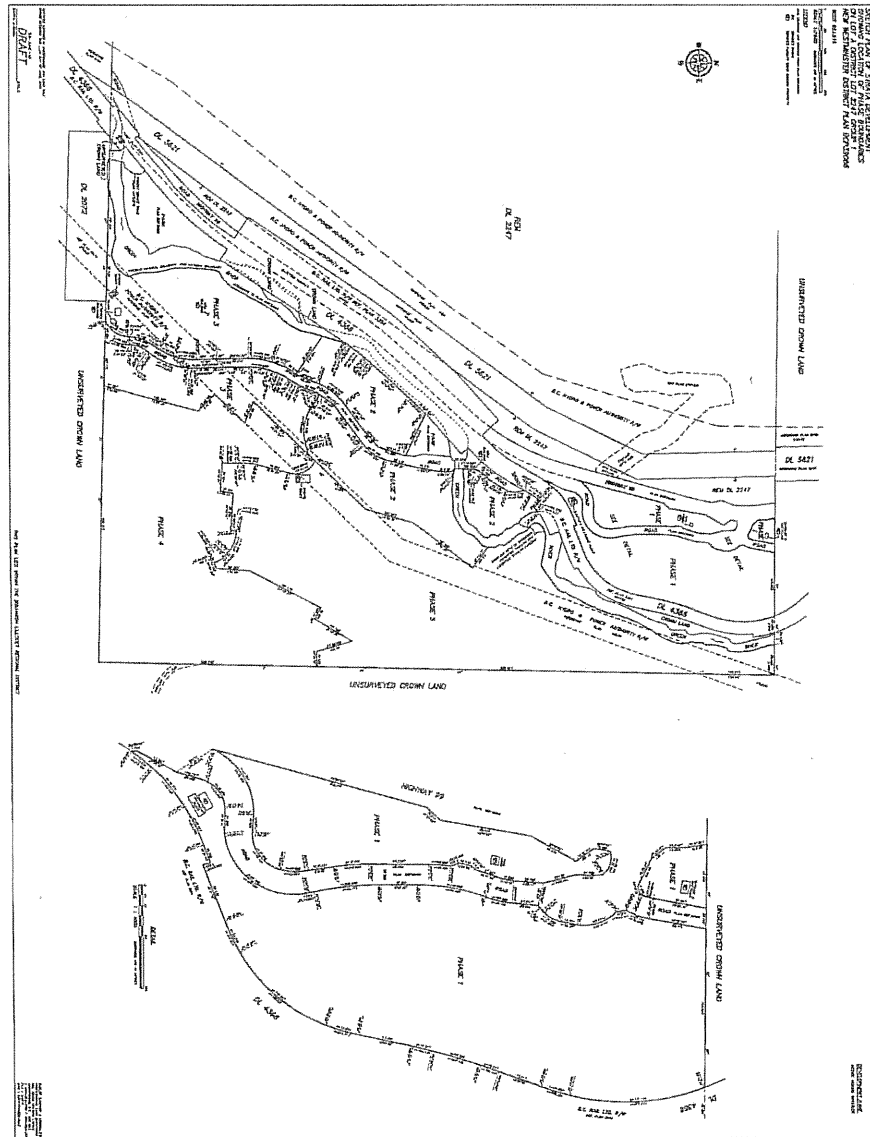
Signature of Applicant

Date of approval: July 6th, 2010


Signature of Approving Officer **DORE JAFFE**
Ministry of Transportation and Infrastructure

- * Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

SCHEDULE A



2377231.11 June 29, 2010 - 5:59 PM

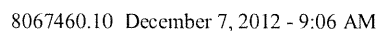


EXHIBIT "O"
ARCHAEOLOGICAL COVENANT

REGISTERED VAB81253371 RCV:2010-04-06 RQST:2010-06-02-15.13.24.471

LAND TITLE ACT

FORM C
(Section 283)

BB1253371

-6 APR 2010 15 01

BB1253372

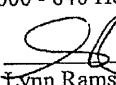
Province of British Columbia

GENERAL INSTRUMENT - PART 1 2#

(This area for Land Title Office use)

Page 1 of 8

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Lynn Ramsay, Q.C., Miller Thomson LLP, Barristers and Solicitors, 1000 - 840 Howe Street, Vancouver,
B.C., V6Z 2M1, Telephone: (604) 687-2242
Client Number: 010437
File No.: 54355.0003


Lynn Ramsay, Q.C. **West Coast Client # 10350**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION) sh 4/6/2010 3:01:05 PM 2 2
Charge 2 \$146.80
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(Page and paragraph)
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE

- 2 1/2 4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.


5. TRANSFEROR(S): *
SEE SCHEDULE

6. TRANSFEREE(S): *
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as
represented by the Ministry of Tourism, Sport and the Arts of 1250 Quadra Street, Victoria, B.C. V8W 2K6

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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

Officer Signature(s)



LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000 - 840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
10	04	01

Transferor Signature(s)

28165 YUKON INC., by its authorized signatory(ies):



Name: David Ehrhardt

OFFICER CERTIFICATION:

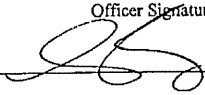
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)



LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000-840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
10	04	01

Transferor/Borrower/Party Signature(s)

STORM LACE B.V., by its authorized
signatories:



Name: David Ehrhardt

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(LEGAL DESCRIPTION)

027-752-330

Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086

3. NATURE OF INTEREST: *

DESCRIPTION

DOCUMENT REFERENCE
(Page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Document

Transferee

Priority Agreement
granting Section 219
Covenant BB1253371
priority over Mortgage
BB811939 and Assignment
of Rents BB811940

Page 8

Transferee

5. TRANSFEROR(S): *

28165 YUKON INC. (Inc. No. 57097A) of 5439 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
STORM LACE B.V. (a corporation incorporated under the laws of Netherlands) having an office at SG
Hambros P.O. Box N7788, West Bay Street, Nassau, Bahamas (as to priority)

TERMS OF INSTRUMENT – PART 2

ARCHAEOLOGICAL SITES SECTION 219 COVENANT

THIS AGREEMENT dated for reference March 16, 2010, 2009

BETWEEN

28165 YUKON INC., 5439 Buckingham Avenue, Burnaby,
British Columbia, V5E 1Z9

(the "Transferor");

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, as represented by the
Minister of Tourism, Sport and the Arts 1250 Quadra Street,
Victoria, B.C. V8W 2K6

(the "Transferee").

WITNESSES THAT WHEREAS:

A. The Transferor is the registered owner of the land in the Squamish-Lillooet Regional District legally described as:

PID: 027-752-330
Parcel A District Lot 2247, Group 1 Plan BCP39086

(the "Lands"); and

B. The Land contains archaeological sites protected under the provisions of the *Heritage Conservation Act*.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to section 219 of the *Land Title Act*, and in consideration of the premises and the sum of one dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged), the Transferor covenants and agrees with the Transferee as follows:

1. ARCHAEOLOGICAL COVENANTS

1.1 "Archaeological Sites" mean the areas identified as "Archaeological Site Covenant" shown outlined in bold lines on the Reference Plan dated March 22, 2010 as prepared by Darryl J. Mitchell, B.C.L.S., having registration in the Land Title Office under number BCP 44301, a reduced copy of which is attached to this Agreement as Schedule "A".

1.2 The Transferor covenants with the Transferee that it will not:

- 5 -

- (a) deposit on the Archaeological Sites, or any part of the Archaeological Sites, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (b) remove, destroy, damage or disturb any *Heritage Conservation Act* protected archaeological object;
- (c) remove or displace any soil (or beach material) from the Archaeological Sites;
- (d) construct, erect or place any building, modular home, mobile home, or unit, improvement, or structure on the Archaeological Sites; or
- (e) construct, erect or place any building, structure or improvement within 15 meters of the Archaeological Sites

or permit any of the foregoing to be done without the prior written consent of the Transferee, which consent may be withheld at the absolute discretion of the Transferee.

- 1.3 The Transferor acknowledges and agrees with the Transferee that in order for the Transferee to provide its consent to the Transferor to undertake any of the activities set out in section 1.2 of this Agreement, it may, among other things, require the Transferor to carry out appraisals, inspections, inventories, surveys, studies, analyses and other investigations of the Archaeological Sites and the potential archaeological impact of any such activity on the Archaeological Sites and the Transferor will carry out all such appraisals, inspections, inventories, surveys, studies, analyses and other investigations at its expense.
- 1.4 The Transferor further covenants and agrees that the Transferor will protect the Archaeological Sites, at the sole expense of the Transferor, with the construction and ongoing maintenance of (i) two stone markers, (ii) a sign or kiosk near the entrance to the Lands from Highway 99, and (iii) fencing, landscaping or other means that discourage access to the Archaeological Sites and the area immediately adjacent to and surrounding the Archaeological Sites. Prior to constructing such works the Transferor will discuss their content and design with local First Nations.

2. INDEMNITY

The Transferor will indemnify and save the Transferee harmless from all actions, causes of actions, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of the covenants set out in sections 1.2, 1.3 and 1.4 of this Agreement.

3. WAIVER

No term, condition, covenant or other provision or breach of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the

- 6 -

Transferee and any such waiver is not a waiver of any other term, condition, covenant, or other provision or any other breach of this Agreement.

4. BINDING OF SUCCESSORS

This Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

5. INTERPRETATION

- 5.1 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 5.2 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 5.3 Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

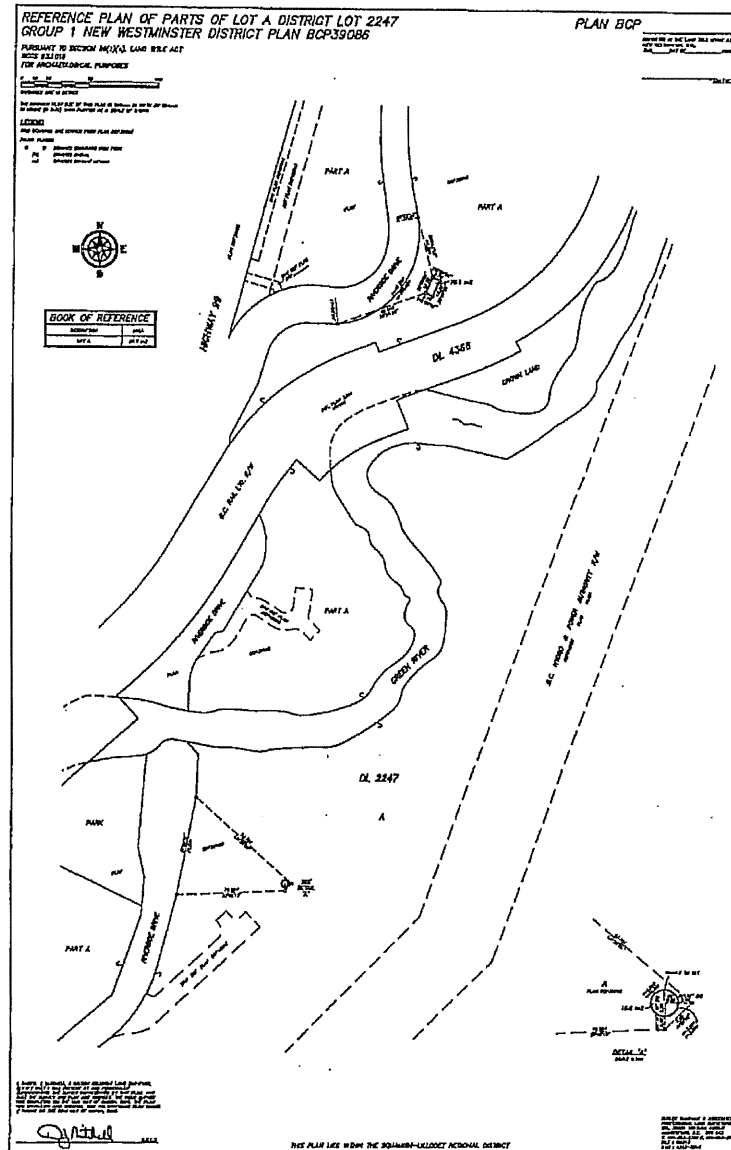
6. SEVERANCE

If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

7. REGISTRATION

- 7.1 This Agreement will be registered as a charge against the Land pursuant to section 219 of the *Land Title Act*.
- 7.2 The Transferee will, concurrent with any subdivision that creates a separate title for parcels that do not contain the Archaeological Sites, and that are not within 15 metres of the Archaeological Sites, execute and provide to the Owner in registrable form a release and discharge of this Covenant and Indemnity as regards such parcels.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the Form C and Form Ds above, which are a part hereof.



Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, STORM LACE B.V., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB811939
Assignment of Rents BB811940

("Security")

against title to the lands charged by the within charges, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charges and grants priority to the within charges over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charges had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT



LOYENS & LOEFF

1

Z/dp/40006274
6996292

STATEMENT

The undersigned:

Jurjen Mos, hereafter to be called "civil law notary", as deputy of Dominique François Margaretha Maria Zaman, civil law notary at Rotterdam, the Netherlands,

hereby declares that:

- attached to this statement is an authenticated extract in the Dutch language from the Trade Register of the Dutch Chamber of Commerce for Rotterdam, the Netherlands (the "Trade Register"), of **Storm Lace B.V.**, a private company with limited liability having, according to the extract, its official seat in Amsterdam, the Netherlands, and principal place of business at (1097JB) Amsterdam, the Netherlands, Prins Bernhardplein 200 (the "Company"), as well as an English translation of such extract issued by the Trade Register;
- according to information provided by the Trade Register, the signature on the attached extract is the true and genuine signature of Mrs J. Noordzij, clerk of the Trade Register, and as such entitled to issue the attached extract from the Trade Register with respect to the Company.

The significance of this statement is strictly limited to the ascertainment of the identity and the signature of the person mentioned herein, as well as her authority to represent the Trade Register. No judgements are made by the undersigned, civil law notary, with respect to - inter alia - the content and possible legal consequences of the attached document or any other aspects thereof.

This certificate may only be relied upon on the express condition that any issues of interpretation or liability there under will be governed by Dutch law and be brought exclusively before a Dutch Court and is subject to the General Terms and Conditions of Loyens & Loeff N.V. (lawyers, tax advisors and civil-law notaries)¹ which include a limitation of liability clause.

Signed at Rotterdam, on 19 May 2010.

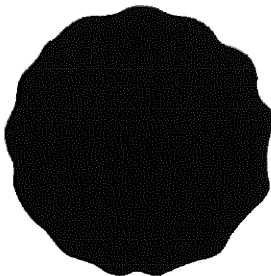

J. Mos



¹ These conditions were deposited with the Registry of the Rotterdam District Court on 1 July 2009 under number 43/2009 and can be found at <http://www.loyensloeff.com>.

APOSTILLE

1. (Convention de la Haye du 5 Octobre 1961)
Country: NETHERLANDS
This public document
2. has been signed by mr. J. Mos
3. acting in the capacity of junior notary
4. bears the seal/stamp of
prof. mr. D.F.M.M. Zaman at Rotterdam
certified
5. at Rotterdam 6. the 19 mei 2010
7. by the Clerk of the District Court
- (Griffier van de Rechtbank)
8. No. HA RP 10.2480-1
9. Seal/stamp



10. Signature
E. Groeneveld

REGISTERED VABU1253371 RCV0:2010-04-06 RQST:2010-06-02-15.13.24.471

Dossiernummer: 34199294

Blad 00001

Uittreksel uit het handelsregister van de Kamers van Koophandel
Deze inschrijving valt onder het beheer van de Kamer van Koophandel voor
Amsterdam

Rechtspersoon:

Rechtsvorm	: Besloten vennootschap
Naam	: Storm Lace B.V.
Statutaire zetel	: Amsterdam
Eerste inschrijving in het handelsregister	: 17-12-2003
Akte van oprichting	: 05-12-2003
Maatschappelijk kapitaal	: EUR 600.000,00
Geplaatst kapitaal	: EUR 120.000,00
Gestort kapitaal	: EUR 120.000,00

Onderneming:

Handelsna(a)m(en)	: Storm Lace B.V.
Adres	: Prins Bernhardplein 200, 1097JB Amsterdam
Correspondentieadres	: Postbus 990, 1000AZ Amsterdam
Telefoonnummer	: 020-5214777
Datum vestiging	: 05-12-2003
Bedrijfsomschrijving	: Houdster- en financieringsmaatschappij
Werkzame personen	: 0

Enig aandeelhouder:

Naam	: Mount Blanc Investments Limited
Adres	: West Bay street, Nassau Bahamas,
	Bahama-eilanden
Ingeschreven in	: Registrar of Companies of the British Virgin ..
	Islands onder nummer: 4864
Enig aandeelhouder sedert	: 05-12-2003

Bestuurder(s):

Naam	: Nicolai, George Frederik
Geboortedatum en -plaats	: 03-03-1953, Blaricum
Infunctietreding	: 05-12-2003
Titel	: Directeur B
Bevoegdheid	: Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam	: Morfontaine Ltd
------	-------------------------

19-05-2010

Blad 00002 volgt.

Kamer van Koophandel Rotterdam
Blaak 40 3011 TA Rotterdam
T 010 402 7777 F 010 414 5754
Inzage handelsregister
T 0900-1234567 (€ 0,70 per minuut)
Internet: www.kvk.nl



Dossiernummer: 34199294

Blad 00002

Adres	:West Bay Street, New Providence,
	Bahama-eilanden
Ingeschreven in	:Commonwealth of the Bahamas Registrar of
	International Business te Nassau Bahamas
	onder nummer 145301 B
Infunctietreding	:03-06-2008
Titel	:Directeur A
Bevoegdheid	:Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Alleen geldig indien door de kamer voorzien van een ondertekening.

Rotterdam, 19-05-2010
Uittreksel is vervaardigd om 10.54 uur

Voor uittreksel

Mw. J. Noordzij

Kamer van Koophandel Rotterdam
Blaak 40 3011 TA Rotterdam
T 010 402 7777 F 010 414 5754
Inzage handelsregister
T 0900-1234567 (€ 0,70 per minuut)
Internet: www.kvk.nl

File number: 34199294

Page 00001

English translation of an extract from the trade register of the Chambers of Commerce. This registration is administrated by the Chamber of Commerce for Amsterdam

Legal person:

Legal form	:Besloten Vennootschap (Private Limited Liability Company)
Name	:Storm Lace B.V.
Statutory seat	:Amsterdam
First registration in the trade register	:17-12-2003
Incorporation deed	:05-12-2003
Authorized capital	:EUR 600.000,00
Issued capital	:EUR 120.000,00
Paid up capital	:EUR 120.000,00

Undertaking:

Tradenam(e)s	:Storm Lace B.V.
Address	:Prins Bernhardplein 200, 1097JB Amsterdam
Mailing address	:Postbus 990, 1000AZ Amsterdam
Telephone number	:020-5214777
Date of establishment	:05-12-2003
Description of business conducted	:See Dutch extract
Employees	:0

Single shareholder:

Name	:Mount Blanc Investments Limited
Address	:West Bay street, Nassau Bahamas, Bahamas
Registered in	:Registrar of Companies of the British Virgin Islands onder nummer: 4864
Single shareholder since	:05-12-2003

Director(s):

Name	:Nicolai, George Frederik
Date and place of birth	:03-03-1953, Blaricum
Date of entry into office	:05-12-2003
Title	:Directeur B
Powers	:Authorised jointly (with other director(s), see articles)

19-05-2010

Page 00002 follows.

Kamer van Koophandel Rotterdam
Blaak 40 3011 TA Rotterdam
T 010 402 7777 F 010 414 5754
Inzage handelsregister
T 0900-1234567 (€ 0,70 per minuut)
Internet: www.kvk.nl

REGISTERED VAB81253371 RCV:2010-04-06 RQST:2010-06-02-15.13.24.471

File number: 34199294

Page 00002

Name	:Morfontaine Ltd
Address	:West Bay Street, New Providence, Bahamas
Registered in	:Commonwealth of the Bahamas Registrar of
	International Business te Nassau Bahamas
	onder nummer 145301 B
Date of entry into office	:03-06-2008
Title	:Directeur A
Powers	:Authorised jointly (with other director(s), ...
	see articles)

Issued by the chamber of commerce

Rotterdam, 19-05-2010
Extract has been produced at 10.54

For extract


Mw. J. Noordzij

Kamer van Koophandel Rotterdam
Blaak 40 3011 TA Rotterdam
T 010 402 7777 F 010 414 5754
Inzage handelsregister
T 0900-1234567 (€ 0,70 per minuut)
Internet: www.kvk.nl

EXHIBIT "P"
CONSERVATION AND DESIGN COVENANT

LAND TITLE ACT
FORM 29

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 21

BB1225303

16 NOV 2009 15 29

BB1225304

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Lynn Ramsay, Q.C., Miller Thomson LLP, Barristers and Solicitors, 1000 - 840 Howe Street, Vancouver,
B.C., V6Z 2M1; Telephone: (604) 687-2242
Client Number: 010437
File No.: 54355.0003
Lynn Ramsay, Q.C.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(Page and paragraph)
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

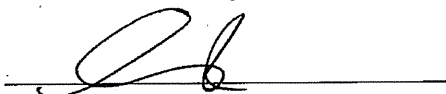
5. TRANSFEROR(S): *
SEE SCHEDULE

6. TRANSFEREE(S): *
SQUAMISH-LILLOOET REGIONAL DISTRICT, having its address at P.O. Box 219, 1350 Aster Street,
Pemberton, B.C. V0N 2L0

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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

Officer Signature(s)



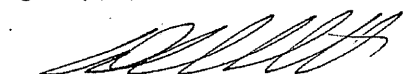
LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000 - 840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
09	11	13

Transferor Signature(s)

28165 YUKON INC., by its authorized signatory(ies):



Name: David Ehrhardt

OFFICER CERTIFICATION:

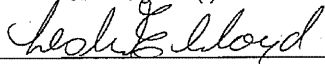
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)



Leslie Lloyd
Secretary
A Commissioner for taking
Affidavits for British Columbia
Squamish-Lillooet Regional District
1350 Aster Street, Pemberton, B.C.
(604) 894-6371

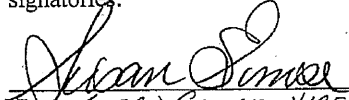
(as to both signatures)

Execution Date

Y	M	D
09	10	30

Transferor/Borrower/Party Signature(s)

**SQUAMISH-LILLOOET REGIONAL
DISTRICT**, by its authorized
signatories:



Name: SUSAN GIMSE, VICE-CHAIR



Name: PAUL EDINGTON, CAO

OFFICER CERTIFICATION:

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

LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

PAGE 3

Officer Signature(s)



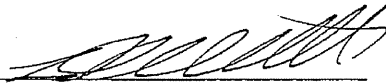
LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000-840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
09	11	13

Transferor/Borrower/Party Signature(s)

STORM LACE B.V., by its authorized signatories:



Name: David Ehrhardt

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM,
MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID) (LEGAL DESCRIPTION)

027-752-330 Lot A, District Lot 2247, Group 1, New Westminster Plan BCP39086

015-912-337 District Lot 2247 Group 1 New Westminster District, Except: Firstly; Part in Plan VAP23216 and Secondly; Part in Plan BCP39086

3. NATURE OF INTEREST: *

DESCRIPTION

DOCUMENT REFERENCE
(Page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Instrument

Transferee

Priority Agreement
granting Section 219
Covenant BB1225303
priority over Mortgage
BB811939 and Assignment
of Rents BB811940

Page 21

Transferee

5. TRANSFEROR(S): *

28165 YUKON INC. (Inc. No. 57097A) of 5439 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
STORM LACE B.V. (a corporation incorporated under the laws of Netherlands) having an office at SG
Hambros P.O. Box N7788, West Bay Street, Nassau, Bahamas (as to priority)

TERMS OF INSTRUMENT – PART 2
DEVELOPMENT LANDS SECTION 219 COVENANT

THIS AGREEMENT dated for reference September 10, 2009
BETWEEN

28165 YUKON INC., 5439 Buckingham Avenue, Burnaby,
British Columbia, V5E 1Z9

(the "Grantor");

AND

SQUAMISH-LILLOOET REGIONAL DISTRICT, P.O.
Box 219, 1350 Aster Street, Pemberton, British Columbia,
VON 2LO

(the "Grantee").

WITNESSES THAT WHEREAS:

A. The Grantor is the registered owner of the land in the Squamish-Lillooet Regional District legally described as:

PID: 027-752-330
Lot A District Lot 2247, Group 1,
New Westminster District Plan BCP39086

("Lot A")

PID: 015-912-337
District Lot 2247 Group 1 New Westminster District, Except:
Firstly; Part in Plan VAP23216 and Secondly; Part in Plan
BCP39086

("Remainder")

(together, Lot A and the Remainder, the "Lands"); and

B. The Grantor has applied for a rezoning of the Lands further to "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007" ("Zoning Amendment Bylaw") in order to permit a higher density development on a portion of the Lands on condition of the provision and conservation of amenities, and acknowledging that it is in the public interest that the development and use of the Lands be restricted in accordance with section 219 of the *Land Title Act*, as amended, the Grantor wishes to grant this Covenant and indemnity.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to section 219 of the *Land Title Act*, and in consideration of the premises and the sum of one dollar (\$1.00), now paid

by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor covenants and agrees with the Grantee as follows:

Definitions

1. In this Agreement:

- (a) "Parcel", for the purposes of this section 1, has the same meaning as in the *Land Title Act* but if the Lands are subdivided under the *Strata Property Act*, "parcel" does not include "common property" as defined in that Act;
- (b) "Qualified Environmental Professional" or "QEP" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, is acting under that association's code of ethics and subject to disciplinary action by that association, and the individual is acting within that individual's area of expertise;
- (c) Unless otherwise stated, the definitions of the Grantee's Electoral Area C Zoning Bylaw No. 765, 2002, as amended, shall apply to the interpretation of this Agreement.

Development Only in Accordance with Covenant

2. Notwithstanding greater or broader uses, density or other regulations in the Grantee's Zoning Bylaw, the Grantor covenants and agrees that the Lands shall not be subdivided, developed, built upon, or used except in accordance with the following:

- (a) Lot A may not be subdivided to create more than 108 parcels and the Remainder may not be subdivided to create more than one parcel;
- (b) a building on a parcel may only be used for the uses permitted in subsections 16.1(l)(a), (b), (c), (d) and (e) of the CD GRE Zone as identified in the Zoning Amendment Bylaw, if the parcel is serviced:
 - (i) by an advanced wastewater treatment plant (including membrane extended aeration activated sludge system, generally as described in the Novatec Consultants Inc. report entitled "Environmental Impact Study — Green River Estates Wastewater Treatment and Disposal" dated February 2006, that is built to a sufficient capacity to serve the parcels, at the Grantor's sole cost), or by the Resort Municipality of Whistler's waste water treatment plant, and all sewage-generating buildings on that parcel must be connected to either treatment plant (for certainty, septic systems are not permitted);
 - (ii) by a well-based source of potable water; and
 - (iii) with access, by way of highway or common property access route, or a combination thereof to Highway 99;

- (c) principal buildings on each parcel that the Lands will be subdivided into shall not exceed the maximum floor area for principal buildings, as set out in the Maximum Floor Areas Table attached as Appendix A to this Covenant, with the floor area of the principal buildings being calculated on the basis generally applicable within the Regional District as set out in the Grantee's Electoral Area C Zoning Bylaw No. 765, 2002, as amended;
- (d) all building and construction shall comply with parts 1 through 33 of the Fire Smart and Sustainable Design Guidelines attached as Appendix B to this Covenant;
- (e) the installation of fire suppression sprinklers is mandatory in all principal residential buildings;
- (f) with respect to environmental monitoring and reporting:
 - (i) a QEP shall be on site during initial site preparation and construction work carried out by the developer, and during all other phases of construction as deemed appropriate by the QEP;
 - (ii) site preparation and construction works shall be monitored by a QEP;
 - (iii) the QEP shall submit an environmental monitoring report to the Planning Department of the Squamish-Lillooet Regional District at the conclusion of the works verifying that the following guidelines have been met:
 - (A) prior to land clearing a plant and wildlife survey shall be conducted by a QEP of the areas to be cleared or impacted by clearing, to identify the location of active bird nests, important wildlife trees, and the presence of rare and endangered plant and animal species;
 - (B) where land clearing activity is proposed between April 1st and July 31st a QEP shall conduct a bird nest survey within seven days of the proposed clearing;
 - (C) in accordance section 34 of the *Wildlife Act* - which states that a bird or its egg, or the occupied nest of a bird or its egg, may not be destroyed - active nests shall be protected by a suitable buffer, as recommended by the QEP;
- (g) notwithstanding section 1.1(f)(iii)(C) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl shall be provided with a 50 meter buffer of undisturbed vegetation whether occupied or not;
- (h) existing topsoil shall be collected, stored and reused on the Lands;
- (i) with respect to stormwater management:

- (i) no stormwater management facility may be constructed in a manner that allows drainage water collected on a roadway to flow directly into a naturally occurring waterbody, except with respect to bridges and approaches within 20 metres thereof;
- (ii) runoff from roadways shall be controlled by using permeable paving or diverting runoff to ditches, grassed swales, dry wells, constructed wetlands, or dry ponds;
- (iii) the construction of curbs and gutters is prohibited, except where a curb is required to control erosion;
- (j) all utility kiosks, garbage and recycling containers or dumpsters shall be located and stored in an enclosed area to the rear or side of a principal building and fully screened from view by a fence, wall or landscaping; and
- (k) upon the first sale of each parcel created on the Lands, the purchaser shall be provided with a comprehensive owner's manual, including guidelines for minimizing human-wildlife conflicts, decreasing fire hazard, and conserving energy and water.

Fire Smart and Sustainable Guidelines Supplement

- 3. The parties acknowledge that the Grantor is intended to be primarily responsible for enforcement of clause 1.1(d) through the provisions of a statutory building scheme, and this covenant is intended to secure those obligations in the public interest: therefore, the Grantor covenants and agrees:
 - (a) not to amend any Statutory Building Scheme registered against title to the Lands, as that scheme relates to this covenant, without the prior written consent of the Grantee; and
 - (b) when it submits an application for a building permit, to include with that application, for information purposes, the written information, plans and drawings provided to and the analysis and response given by the Approving Agent under the Statutory Building Scheme to the proposed construction that is the subject of the building permit application.
- 4. For certainty, the Grantor and Grantee agree that:
 - (a) the provisions of the Guidelines of clause 1.1(d) that refer to clearance of vegetation for "Fire smart" reasons do not apply to Riparian Areas, as defined in Covenant registered on the title to the Lands under DB1225301
 - (b) the expiry of the statutory building scheme does not preclude continued application of the Guidelines and enforcement under this Agreement.

No Blocking of Certain Roads and Access Routes

5. The Grantee covenants and agrees that the roads and common property access routes on the Lands identified in Statutory Right of Way registered on the title to the Lands under ~~DB 225218~~ shall not be blocked with gates, bollards or any other type of obstruction, natural or man-made, and shall at all times remain accessible to and passable by members of the public.

Geotechnical Matters

6. The Grantor acknowledges that the portions of the Lands described on the plan attached as Appendix C to this Covenant entitled "Subdivision Plan with Geotechnical and Flood Hazard" dated September 2007 may be subject to hazards, as identified in the Trow Associates Inc. reports dated December 2004 updated September 12, 2007, and the Grantor therefore covenants and agrees that a property owner may not build upon any portion of the Lands so identified until the property owner:
- (a) has provided the Grantee's building official with a report certified by a qualified professional that the land may be safely used for the intended use; and
 - (b) enters into a covenant under section 56(5) of the *Community Charter* or successor legislation, if so required under that section.

No Effect On Laws or Powers

7. This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the Grantee under any enactment or at common law, including in relation to the use or subdivision of the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
 - (b) impose on the Grantee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement;
 - (c) affect or limit any enactment relating to the use or subdivision of the Lands;
 - (d) relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands; and
 - (e) impose any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Grantee with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

Limitation on Grantor's Obligations & Withholding of Approvals

8. The Grantor is only liable for breaches of this Agreement that occur while the Grantor is registered owner of the Lands. If, following subdivision of the Lands, an owner or

occupier of one parcel breaches this Agreement, that violation will not impact the owner or occupier of another parcel's ability to build on another parcel. However, the owner or occupier of each parcel acknowledges and agrees that if this Agreement has been breached with respect to its own parcel or by that owner or occupier, the Grantee may withhold building permits or occupancy certificates for that owner or occupier's parcel until such breach is remedied to the reasonable satisfaction of the Grantee. Further, if this Agreement has been breached with respect to the common area shown on a strata plan registered in respect of the Lands, the Grantee may withhold building permits or occupancy certificates for that common property until such breach is remedied to the reasonable satisfaction of the Grantee, provided however that such withholding does not authorize the withholding of any building permit or occupancy certificate for a strata lot.

No Liability in Tort

9. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a deed. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and the law pertaining to deeds under seal.

Covenant Runs With the Lands

10. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Grantor in this Agreement constitutes a personal covenant and also a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Lands. This Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated by any means.

Further Acts

11. The Grantor must do everything reasonably necessary to give affect to the intent of this Agreement, including execution of further instruments. Without limiting the generality of the foregoing, the Grantor agrees to do everything necessary at the Grantor's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement. The Grantee will, following the registration of the Nature Conservation and Utility Area Section 219 Covenant against title to the Lands and a subdivision that creates a separate title for the Covenant Area referred to in the Nature Conservation and Utility Area Section 219 Covenant, execute a registrable discharge of this Development Lands Section 219 Covenant from the portion of the Lands west of Highway 99.

Indemnity and Release

12. The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal

fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.

13. The Grantor hereby releases, saves harmless and forever discharges the Grantee of and from any claim, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Grantor can or may have against the Grantee, whether based in law or equity, whether known or unknown, for any loss, damage, or injury, including economic loss or deprivation, that the Grantor may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.

Waiver

14. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

16. This Agreement is the entire agreement between the parties regarding its subject. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.

Binding of Successors

17. Any reference in this Agreement to the Grantee is a reference also to its elected and appointed officials, officers and employees with respect to rights granted herein.
18. This Agreement binds the parties to it and their respective assigns, successors, heirs, executors and administrators.
19. If the jurisdictional boundary of the Resort Municipality of Whistler expands to include the Lands, any reference in this Agreement to the Grantee shall be deemed to mean the Resort Municipality of Whistler.

Amendment

20. This Agreement may be discharged, amended, terminated or otherwise affected only by an instrument duly executed by all parties to this Agreement.

Deed and Contract

21. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

Execution Using Forms C and D

22. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Forms C and D to which this Agreement is attached and which form part of this Agreement.

APPENDIX A – MAXIMUM FLOOR AREAS TABLE

Principle Buildings							
Strata Lot #	Maximum Floor Area (m ²)	Strata Lot #	Maximum Floor Area (m ²)	Strata Lot #	Maximum Floor Area (m ²)	Strata Lot #	Maximum Floor Area (m ²)
1	430	28	475	55	555	82	600
2	430	29	535	56	555	83	600
3	430	30	535	57	555	84	600
4	430	31	535	58	560	85	600
5	430	32	430	59	560	86	525
6	430	33	430	60	535	87	525
7	430	34	430	61	535	88	535
8	430	35	430	62	535	89	535
9	430	36	430	63	600	90	500
10	430	37	430	64	475	91	500
11	430	38	555	65	475	92	500
12	450	39	700	66	475	93	500
13	530	40	430	67	475	94	500
14	530	41	430	68	475	95	500
15	530	42	430	69	475	96	555
16	460	43	450	70	475	97	555
17	460	44	450	71	475	98	555
18	460	45	450	72	475	99	600
19	460	46	450	73	475	100	600
20	430	47	450	74	475	101	650
21	430	48	450	75	475	102	650
22	430	49	425	76	475	103	555
23	430	50	500	77	475	104	555
24	465	51	500	78	555	105	555
25	465	52	500	79	555	106	555
26	475	53	500	80	600	107	555
27	475	54	500	81	600	108	555

Recreation Amenity Buildings on Common Property	Maximum Combined Floor Area (m ²)
Covered tennis court	700
Covered swimming pool	350
Facilities for exercise equipment and changing rooms	200

APPENDIX B - FIRE SMART AND SUSTAINABLE DESIGN GUIDELINES

Sustainable Design Guidelines

23. Site preparation works shall be monitored by a Qualified Environmental Professional (QEP);

A Qualified Environmental Professional (QEP) is herein defined as an applied scientist or technologist, acting alone or together with another qualified environmental professional, if the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, is acting under that association's code of ethics and subject to disciplinary action by that association, and the individual is acting within that individual's area of expertise.
24. A QEP shall be on site during initial site preparation and construction work carried out by the lot owner, and during all other phases of construction as deemed appropriate by the QEP.
25. The QEP shall submit an environmental monitoring report to the Planning Department of the Squamish-Lillooet Regional District at the conclusion of the works verifying that the following guidelines have been met:
 - (f) prior to land clearing a plant and wildlife survey shall be conducted by a QEP of the areas to be cleared or impacted by clearing, to identify the location of active bird nests, important wildlife trees, and the presence of rare and endangered plant and animal species;
 - (g) where land clearing activity is proposed between April 1st and July 31st a QEP shall conduct a bird nest survey within seven days of the proposed clearing;
 - (h) in accordance section 34 of the *Wildlife Act* - which states that a bird or its egg, or the occupied nest of a bird or its egg, may not be destroyed - active nests shall be protected by a suitable buffer, as recommended by the QEP;
 - (i) notwithstanding section 3(c) above, the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl shall be provided with a 50 meter buffer of undisturbed vegetation whether occupied or not;
 - (j) where, in the opinion of a QEP, the placement of the principal dwelling, driveway, auxiliary buildings, or storm water management facilities has the potential to impact vulnerable or blue listed species, a management plan, specific to the potentially impacted species, shall be prepared by a QEP and implemented to minimize or avoid such impacts.
26. Natural vegetation shall not be removed except where required by section 7 (the Fire Smart Guidelines) or for construction that is authorized by the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007.

27. Despite section 4, all vegetation shall be retained within riparian areas, which are defined as those lands within thirty meters from the high water mark of the Green River and Wedgemount Creek and fifteen meters from the high water mark of the unnamed tributaries A & B, except where required for trails and roads described in Squamish Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007.
28. The construction of a fence is required, to delineate the outer boundary of the riparian areas that extends 30 meters from the natural boundary of each of the Green River and Wedgemount Creek, and 15 meters from the natural boundary of each of the two ephemeral tributaries marked on the Green River Estates Site Layout, except where:
 - (a) there is a railway track or trail either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water;
 - (b) there is an embankment of 45° or more that is ten meters or more in height either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water; or
 - (c) the land immediately adjacent to the riparian area remains in its natural state.

For greater certainty, the land immediately adjacent to the riparian area is not in its natural state if it has been modified under the section 7 of the Fire Smart Guidelines.

Fire Smart Guidelines

29. Outside of riparian areas, the development of lands may only occur in a manner that creates two separate zones surrounding any buildings or improvements as follows:
 - (a) Zone One - the first ten metres surrounding any building shall be a fuel reduced buffer by:
 - (i) utilizing deciduous shrubs, lawn, or hard surface such as concrete or stone; or other less combustible landscape materials;
 - (ii) removing any accumulation (15 cm or more) of woody debris, needles, or leaves, and other combustible materials such as wood piles;
 - (iii) removing mature conifer trees, or, where retained conifer trees shall be thinned to at least three metres between crowns (tips of branches of adjacent trees); with no limbs within three metres of buildings, including balconies, decks, eaves or projections;
 - (b) Zone Two - the area from ten metres out to thirty metres from any building wall will allow for retention of natural vegetation provided that ground fuels are removed, and clusters of trees shall be permitted if a hard surface, lawn, area of low vegetation (one meter high or less), or other suitable fire break surrounds those clusters.

30. Roofing shall conform to Class A, B, or C fire resistance rating as defined in the BC Building Code.
31. Siding materials shall make extensive use (70% of total exterior surface area) of fire resistant materials such as stucco and other cement-based products, metal siding, brick, or heavy timber and minimize the use of wood siding products.
32. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
33. Eaves, attics, vents and underfloor openings shall be screened to prevent the accumulation of combustible materials and the entry of burning embers.
34. Windows and glazing shall be double paned or tempered.

Stormwater Management

35. Rain gardens, swales, or ponds shall be constructed to retain stormwater runoff on the parcel to the same extent as the preconstruction runoff retention conditions of the parcel.

Site and Landscaping

36. Existing topsoil shall be collected, stored and reused on site.
37. Circular driveways are prohibited.
38. Those portions of the parcel where trees and vegetation are to be retained shall be protected with temporary fencing or flagging during site preparation, excavation and construction.
39. Only drought tolerant, pest resistant, or native vegetation, as certified by the consulting landscape architect may be used in landscaping.
40. All outdoor lighting fixtures and standards shall be designed and installed to minimize extraneous light propagation ("light pollution").
41. All landscaped areas shall include a mulch layer.

Energy Efficiency

42. All developments will achieve an EnerGuide rating of 80 or meet the R-2000 certification standard.
43. All gas fireplaces shall be equipped with electronic ignition only and solid fuel devices shall be CSA or EPA compliant.
44. Only Energy Star certified products shall be employed for furnaces, boiler equipment, and domestic hot water heating.

45. Hot tubs shall include two or more energy saving features, such as: an insulated cover; a layered shell for increased insulation; automatic shut off of jets, pumps and lights; an ozone water cleaning system; a warm air induction system; and low-wattage pumps.
46. Where a central air conditioning system is installed, the system shall include two or more energy saving features, such as: large coils for more efficient heat transfer; variable speed blower and fan motors; multiple compressors; programmable thermostats; a filter maintenance indicator light; and dynamic occupancy detectors.
47. Lighting fixtures shall be installed with Energy Star qualified compact florescent light bulbs or other energy efficient lamps for at least 70% of all lighting fixtures installed.

Water Conservation

48. Only Energy Star certified products will be used for water-consuming appliances and shower-heads.
49. Where an irrigation system is installed the system shall include two or more energy saving features, such as: automatic valves to control the flow of water to different areas of landscaping; a controller with multiple independent programs; rain shut-off device; diagnostic circuitry to notify the homeowner when the station is shorted or a power failure has occurred; battery back-up; drip or bubbler irrigation; and low flow- sprinkler heads.
50. Only dual flush toilets with a maximum volume of six litres per flush may be installed.

Indoor Environment

51. Seventy-five percent of all paints and adhesives shall meet low or zero VOC standards.
52. Seventy-five percent of all floor coverings and interior panel products shall be made of linoleum, ceramic, cork, rubber, hardwood flooring, stone, woven wool or woven plant fibre carpets, wood products manufactured with low formaldehyde emission adhesives, drywall, or other low emission materials.
53. All air filters for ventilation supply air and furnaces shall achieve a minimum MERV 4 filtration standard.

Waste Management

54. In every new dwelling provision will be made for a 2 m² space for collecting and separating recyclable household waste.
55. In-sink garbage disposal units are not permitted in a dwelling.

Optional Features

56. Protection of plants and wildlife:
 - (a) restoring native flora to an area equivalent to the building footprint, on or off-site;

- (b) installing vegetated ("green") roof areas.

57. Energy efficiency:

- (a) designing buildings to optimize passive solar heating through means such as building orientation and form, window design and use of thermal mass;
- (b) designing buildings to induce airflow for ventilation and cooling by making use of building orientation, layout, and opening design;
- (c) installing solar energy devices, or designating a roof and wall area for solar energy devices and installing conduit and pipe connections;
- (d) using high performance heat pump technology for space and water heating;
- (e) installing controls for a continuous ventilation system that is capable of responding to occupancy;
- (f) installing a grey water heat recovery unit in drains;
- (g) installing motion detectors on outdoor lights;
- (h) not installing a stand-alone air conditioning system;
- (i) reducing a buildings energy demand by decreasing the total floor area;
- (j) constructing an enclosed foyer that separates the main interior space of the building from exterior doors.

58. Water conservation:

- (a) installing a system for collection, storage, and reuse of precipitation for a purpose such as irrigation;
- (b) installing a grey water reuse system, or a system to separate the toilet and kitchen drains from all other drains to the point of exit for incorporation in a future grey water reuse system;
- (c) installing water meters in a location that facilitates water consumption awareness by occupants;
- (d) not installing an irrigation system;
- (e) installing a composting toilet.

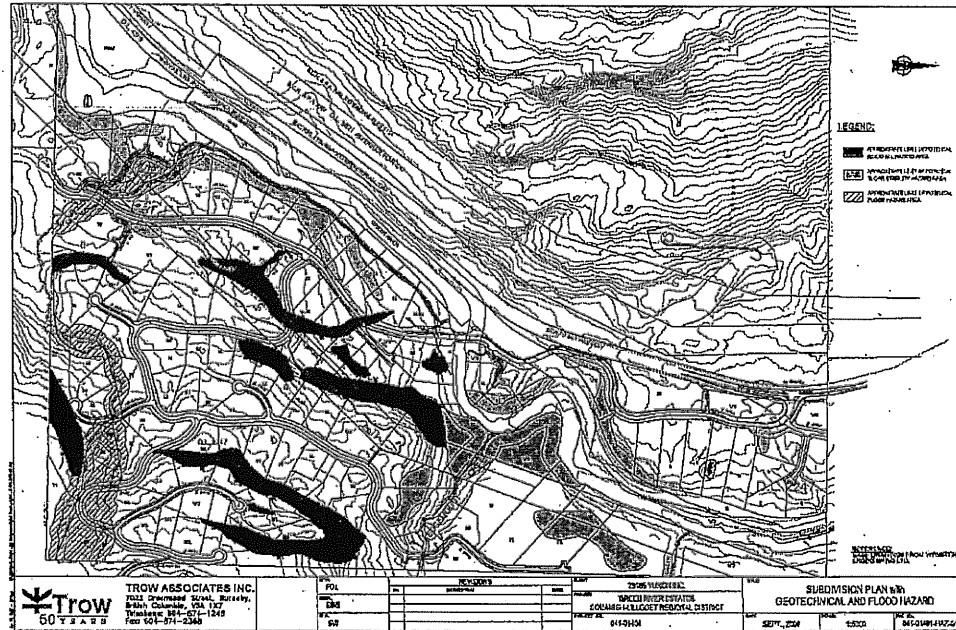
59. Indoor environment:

- (a) installing energy and heat recovery ventilators with supply ducted to all occupied rooms and exhaust from all wet rooms;

- (b) installing air filters for ventilation supply air and furnaces with a minimum MERV 6 filtration standard;
 - (c) installing hard surface or resilient floor coverings;
 - (d) isolating attached garages from dwellings with a fan depressurization system;
 - (e) installing a carbon monoxide alarm.
60. Materials:
- (a) using salvaged materials for structural or finishing element;
 - (b) using materials that meet recycled content standards;
 - (c) using material made from plant fibre with less than a ten year rotation, such as straw or bamboo;
 - (d) using materials or systems produced in BC;
 - (e) applying CMHC's Flex Housing or Convertible Housing concepts to housing design to produce homes that are adaptable, expandable and accessible;
 - (f) using wood certified by the Forest Stewardship Council;
 - (g) reducing materials used by decreasing the total floor area.
61. Waste management:
- (a) where a cooling system or heat pump is employed, using only refrigerants that are chlorine free with zero ozone depletion potential;
 - (b) providing a bear-proof household composting system sized for each dwelling.

APPENDIX "C"

Reference Plan: Subdivision Plan with Geotechnical and Flood Hazard



Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, STORM LACE B.V., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB811939
Assignment of Rents BB811940

("Security")

against title to the lands charged by the within charges, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charges and grants priority to the within charges over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charges had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

EXHIBIT "Q"
RENT CHARGE FOR WATER

LAND TITLE ACT

010 FORM C
(Section 235)

BB1180588

Province of British Columbia

GENERAL INSTRUMENT - PART 1


(This area for Land Title Office use)

17 AUG 2016 09 35

BB1180589

PAGE 1 of 12 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Lynn Ramsay, Q.C., of Miller Thomson LLP, Barristers and Solicitors, 1000-840 Howe Street
Vancouver, B.C. V6Z 2M1 (604) 687-2242
File No.: 54355.0007
Client No.: 010437


Lynn Ramsay, Q.C. (name of solicitor)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(Page and paragraph)
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

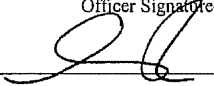
5. TRANSFEROR(S): *
SEE SCHEDULE

6. TRANSFEREE(S): *
WEDGE WATER WORKS INC., (Inc. No. BC0702466) of 5439 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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

Officer Signature(s)


LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000-840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
10	05	11

Party(ies) Signature(s)

WEDGE WATER WORKS INC., by its
authorized signatory(ies):


Name: Scott Remillard

Name:

OFFICER CERTIFICATION


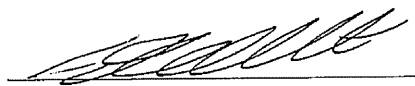
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2

<p>Officer Signature(s)</p>  <p>LYNN RAMSAY, Q.C. BARRISTER & SOLICITOR 1000-840 HOWE STREET VANCOUVER, B.C. V6Z 2M1 604-687-2242</p>	<p>Execution Date</p> <table border="1"><thead><tr><th>Y</th><th>M</th><th>D</th></tr></thead><tbody><tr><td>10</td><td>5</td><td>5</td></tr></tbody></table>	Y	M	D	10	5	5	<p>Transferor/Borrower/Party Signature(s)</p> <p>STORM LACE B.V. by its authorized signatory(ies):</p>  <p>David Ehrhardt</p>
Y	M	D						
10	5	5						

OFFICER CERTIFICATION:

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

LAND TITLE ACT

FORM D

EXECUTIONS CONTINUED

PAGE 3

Officer Signature(s)



LYNN RAMSAY, Q.C.
BARRISTER & SOLICITOR
1000-840 HOWE STREET
VANCOUVER, B.C. V6Z 2M1
604-687-2242

Execution Date

Y	M	D
10	5	5

Transferor/Borrower/Party Signature(s)

28165 YUKON INC., by its authorized
signatory:



David Ehrhardt

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE

PAGE 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM,
MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)	(LEGAL DESCRIPTION)
NPA	Strata Lot 1 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 2 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 3 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 4 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 5 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 6 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 7 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
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NPA	Strata Lot 10 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 11 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 12 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST
Rent Charge	Entire Instrument	Transferee
Priority Agreement granting Rent Charge <u>BB 118058</u> priority over Mortgage BB811939 and Assignment of Rents BB811940	Page 12	Transferee

5. TRANSFEROR(S): *

28165 YUKON INC. (Inc. No. 57097A) of 5439 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
STORM LACE B.V. (a corporation incorporated under the laws of Netherlands) having an office at SG
Hambros, P.O. Box N7788, West Bay Street, Nassau, Bahamas (as to priority)

4420524.2 May 4, 2010 - 12:26 PM Wedge Sewer Services Rent Charge

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT made this 12th day of March, 2010

BETWEEN:

28165 YUKON INC., 5439 Buckingham Avenue, Burnaby, British
Columbia, V5E 1Z9

(the “Grantor”);

AND

WEDGE WATER WORKS INC., of 5439 Buckingham Avenue,
Burnaby, British Columbia, V5E 1Z9

(the “Grantee”).

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lot;
- B. The Grantee operates a works and system for the provision of water service to the Lot and from other lands located in the Squamish Lillooet Regional District of British Columbia (the “Waterworks System”).
- C. The Grantee is a water utility within the meaning of the *Water Utility Act* and is therefore subject to regulation by the Comptroller of Water Rights in all matters including tariff rules, rates and charges;
- D. The Grantee has been granted a Certificate of Public Convenience and Necessity by the Comptroller of Water Rights of the Province of British Columbia to operate the Waterworks System;
- E. The Grantee has installed a Waterworks System to service the Lot;
- F. The Grantor must pay an annual water availability of service charge being the Annual Fee for the Lands until such time as the Grantor shall make application to connect the Lands to the Waterworks System operated by the Grantee and thereafter, the Grantor shall pay to the Grantee the greater of the Annual Fee and the User’s Fee.
- G. As security for the Grantor’s covenant and agreement to pay the greater of the Annual Fee and User’s Charge, the Grantor has agreed to grant to and in favour of the Grantee a Rent Charge to be registered against the Lot as a financial charge on the terms and conditions set out in this Agreement.

THEREFORE in consideration of the premises, the terms and conditions herein contained \$1.00 now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledge by the Grantor, the parties agree as follows:

1. DEFINITIONS:

In this Agreement:

- (a) **"Agreement"** means this agreement as it may be amended or supplemented from time to time;
- (b) **"Annual Fee"** means the annual water availability of service charge to the Grantee for the Lot determined and set in accordance with the Tariff filed by the Grantee;
- (c) **"Due Date"** means that date which is specified in a Payment Notice;
- (d) **"Comptroller of Water Rights"** means the comptroller of water rights appointed pursuant to the *Water Utility Act* and the *Utilities Commission Act*;
- (e) **"Grantor's Obligations"** means all of the covenants, agreements, obligations, duties, covenants, conditions, provisos of the Grantor under this Agreement;
- (f) **"Indebtedness"** means all amounts payable by the Grantor under this Agreement, whether for principal, interest, compound interest or otherwise including the Annual Fee and User's Charge;
- (g) **"Interest Rate"** means 18% per annum;
- (h) **"Lot"** means each strata lot and premises described in item 2 of the attached Form C General Instrument – Part 1;
- (i) **"Payment Notice"** means any notice in writing given by the Grantee to the Grantor from time to time specifying the total amount to be paid by the Grantor for the Lot and the Due Date for payment and the Interest Rate;
- (j) **"person"** means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative;
- (k) **"Rent Charge"** means the rent charge granted under Section 4 of this Agreement;
- (l) **"Strata Corporation"** means The Owners, Strata Plan BCS 3916
- (m) **"Tariff"** means the latest water tariff applicable to the Lot and filed by the Grantee with the Comptroller of Water Rights and available for inspection at the Grantee's office;
- (n) **"User's Charge"** means the fee for use of water determined and set in accordance with the Tariff filed by the Grantee;

2. PAYMENT OF FEES

- (a) Until such time as the Lot is connected to the Waterworks System, the Lot will be subject to the Annual Fee. The Annual Fee will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

- (b) From such time as the Lot as the Lot is connected to the Waterworks System, the Lot will be subject to the greater of the Annual Fee and the User's Charge. Such sum will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the amount to be paid for the ensuing 12 month period and the dates on which such fees are payable

3. GRANTOR'S COVENANTS

The Grantor covenants and agrees with the Grantee to pay to or to the order of the Grantee at such address as the Grantee may from time to time direct:

- (a) the amount specified in any Payment Notice given by the Grantee to the Grantor from time to time and the Grantor will pay such amounts all on or before the Due Date;
- (b) interest on the amount to be paid under section 3 (a) above at the Interest Rate, both before and after maturity, default and judgment, from the Due Date until the Payment Notice is paid in full which interest will be paid on demand; and
- (c) any interest not paid when due hereunder will be added to the principal amount owing hereunder and will bear interest at the Interest Rate;

and the Grantor further covenants and agrees with the Grantee:

- (d) to indemnify and save harmless the Grantee and its officers, directors, employees, agents, licensees, permittees and others for whom the Grantee is responsible at law, whether or not any of them have been negligent, from and against all damages (including, but not limited to, special, exemplary or consequential damages), costs (including, but not limited to, legal costs on a solicitor and own client basis), losses (including, but not limited to, economic losses and losses from property damage, personal injury or death), expenses, claims, demands, suits, causes of action and judgment suffered or incurred by the Grantee or any of its officers, directors, employees, agents, licensees, permittees or others for whom the Grantee is responsible at law by reason of, arising out of, relating to or in any way attributable to any breach, default, non-observance or non-performance of any of the Grantor's Obligations; and
- (e) that the Indebtedness will be secured by the Rent Charge as a first financial charge against the Lot.

4. GRANT OF RENT CHARGE

As owner of the Lot, the Grantor hereby charges the Lot with payment to the Grantee of the Indebtedness. This Rent Charge will be registered as a financial charge against title to the Lot in priority to all other financial charges and encumbrances subsequently registered and the Indebtedness will have priority to all amounts payable pursuant to any other financial charges and encumbrances subsequently registered.

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and distrain for the instalment or instalments in arrears and the distress or distresses then and there found to take, lead, drive, carry away and impound and the same to impound, take, hold and keep until the Indebtedness, together with all costs and charges incurred by such distress or in obtaining payment of Indebtedness shall be fully paid and satisfied;
- (b) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of six months or more, then the Grantee may, at any time thereafter, upon not less than 30 days' written notice to the Grantor, may foreclose upon the Lot and may cause the Lot to be sold, as if the Grantee were a mortgagee exercising a power of sale, provided that:
 - (i) the Grantor does not, before the completion of any sale of the Lot, pay the full Indebtedness owing, including interest, and all costs payable in connection with the exercise by the Grantee of its rights and remedies; and
 - (ii) the money realized by reason of any sale described above must be applied by the Grantee firstly to pay the actual costs incurred in respect of any notice, proceedings and sale, secondly to satisfy the Indebtedness and thirdly to pay the surplus, if any, to the Grantor;
- (c) despite the above provisions for enforcement of the payments due under this Agreement, the Grantee, at its option, may bring or take legal action against the Grantor for payment in any court of competent jurisdiction;
- (d) the Grantee may exercise any other right or remedy available at law or in equity in respect of the enforcement of a rent charge; and
- (e) the Grantor will pay for all of the Grantee's costs in connection with the enforcement of this Agreement, including, without limitation, all costs of sale and legal fees and disbursements on a solicitor and own client basis

provided that no legal proceedings shall be commenced in any court seeking any remedy against the Lot without written consent of the Comptroller of Water Rights

6. CHANGES IN RATES

The Grantor covenants and agrees with the Grantee that a copy of this Rent Charge shall be filed as a rate schedule to the approved Tariff of the Grantee and that the amount of the Rent Charge and any arrears stated herein may be amended by order of the Comptroller of Water Rights in the manner provided for the fixing of rates under the *Water Utility Act*.

7. REMEDIES CUMULATIVE

The Grantor acknowledges and agrees that, without limiting any other right or remedy of the Grantee:

- (a) all rights and remedies of the Grantee under this Agreement are cumulative and are in addition to and do not exclude any other right or remedy provided in this Agreement or otherwise allowed by law;
- (b) all rights and remedies of the Grantee may be exercised concurrently, without the Grantee making any election, but will not give rise to duplicative liability of the Grantor; and
- (c) the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach or anticipated breach by the Grantor of any of the Grantor's Obligations.

8. SUBDIVISION / EFFECT OF AGREEMENT

This Agreement, the Rent Charge and the rights herein granted will run with the Lot and each part into which the Lot may be subdivided, and the term "Grantor" includes the owner of each subdivided part of the Lot and the successors in title thereof. Without limiting the foregoing, any amount payable hereunder will run with the Lot and each part into which it may be subdivided. Notwithstanding anything contained in this Agreement, if the Lot is subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided part of the Lot, including a default with respect to any amount payable in connection with any subdivided part of the Lot, will not be a default with respect to any other part of the Lot for which there has not been a default and the Grantee will not be entitled to exercise any of its rights or remedies under this Agreement except with respect to the subdivided part(s) of the Lot for which there has been a default.

9. TRANSFER OF SYSTEM

In the event that the Waterworks System operated by the Grantee is at any future time:

- (a) taken over and operated by any public authority having taxing powers, or
- (b) transferred to the Strata Corporation and the Strata Corporation obtains the approval of the Comptroller of Water Rights for the Strata Corporation to be exempt from the regulations under the *Utilities Commission Act*

and the Grantee has received payment in full of the Indebtedness then the Grantee will release the Lot from the Rent Charge.

10. AMENDMENT

This Agreement may only be amended by an agreement in writing duly executed and delivered by the Grantee and the Grantor of all parts of the Lot to which the amendment relates.

11. NO WAIVER

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Agreement will operate as a waiver of or otherwise affect in any way

any rights or remedies under this Agreement or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

12. TIME OF THE ESSENCE

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Agreement.

13. GOVERNING LAW

Time is of the essence of this Agreement and will remain of the essence notwithstanding any extension of time given under or in connection with this Agreement.

14. NOTICES

All notices under this Agreement must be given in writing and delivered in accordance with this provision. The parties agree that:

- (a) any notice to the Grantor may be sent to the Grantor's address according to Land Title Office records in respect of the Lot or delivered to the Grantor; and
- (b) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Grantor in accordance with the terms hereof at any time and from time to time.

Notices will be sent by delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth day (excluding weekends and statutory holidays in British Columbia) after the mailing thereof, if sent by registered mail from a post office in British Columbia. If there is any disruption of mail services, all notices will be delivered or sent by electronic transmission rather than mailed. In any court proceedings, any notice may be given in accordance with any requirements for service provided for pursuant to the Supreme Court Rules of the Province of British Columbia.

15. TRANSFER OF LANDS

All amounts payable hereunder will survive any transfer or other disposition whatsoever of the Lot or any part thereof and the Rent Charge granted hereunder will continue to charge the Lot notwithstanding any transfer or other disposition whatsoever. No Grantor will be liable for any duty or obligation under this Agreement in respect of the Lot or any part of the Lot where such duty or obligation arises after the Grantor has ceased to be the owner of the Lot or that part of the Lot, as applicable.

16. RELEASE

Except in accordance with the provisions of Section 7, the Grantee shall not release the Lot from this Rent Charge without the approval of the Comptroller of Water Rights

17. FURTHER ASSURANCES

The Grantor will execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be required by the Grantee at any time and from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.

18. TRANSFER BY GRANTEE

The Grantee may mortgage, charge, transfer or assign any of its rights under this Agreement to a mortgagee, trustee for bond holders, purchaser, Grantee or assignee all at such times and on such terms and conditions as the Grantee deems appropriate in its sole discretion. If the Grantee assigns its interest under this Agreement, and to the extent that the assignee has assumed the covenants and obligations of the Grantee under this Agreement, then the Grantee will, without further written agreement, be freed and relieved of all liability on such covenants and obligations.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by signing on the *Land Title Act* Forms C and D attached hereto.

Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, STORM LACE B.V., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB811939

Assignment of Rents BB811940

("Security")

against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grants priority to the within charge over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

EXHIBIT "R"
RENT CHARGE FOR SEWER

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

PAGE 1 of 13 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Lynn Ramsay, Q.C., of Miller Thomson LLP, Barristers and Solicitors, 1000-840 Howe Street
Vancouver, B.C. V6Z 2M1 (604) 687-2242
File No. 54355.0007
Client No. 010437
Lynn Ramsay, Q.C.
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE SEE SCHEDULE
3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(Page and paragraph)
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE
4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.
5. TRANSFEROR(S): *
SEE SCHEDULE
6. TRANSFEREE(S): *
WEDGE WATER WORKS INC., (Inc. No. BC0702466) of 5439 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9
7. ADDITIONAL OR MODIFIED TERMS: *
NIL
8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:

Officer Signature(s)

Execution Date

Y	M	D
10		

Party(ies) Signature(s)

WEDGE WATER WORKS INC., by its
authorized signatory(ies):

Name:

OFFICER CERTIFICATION:

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

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

4420523.10 December 17, 2010 - 2:49 PM

8067460.10 December 7, 2012 - 9:06 AM

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
<hr/>	10			MOUNTAIN ADVENTURE LTD. by its authorized signatory(ies): <hr/> David Ehrhardt

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 3

Officer Signature(s)	Execution Date	Transferor/Borrower/Party Signature(s)		
	Y	M	D	
<hr/>	10			28165 YUKON INC. , by its authorized signatory: <hr/> David Ehrhardt

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

NPA	Strata Lot 1 District Lot 2247 Group 1 New Westminster District Strata Plan BCS
NPA	Strata Lot 2 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 3 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 4 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916_
NPA	Strata Lot 5 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 6 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 7 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 8 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
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NPA	Strata Lot 11 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916
NPA	Strata Lot 12 District Lot 2247 Group 1 New Westminster District Strata Plan BCS 3916

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST
Rent Charge	Entire Instrument	Transferee
Priority Agreement granting Rent Charge _____ priority over Mortgage BB1186415 and Assignment of Rents BB1186416	Page 13	Transferee

5. TRANSFEROR(S): *

28165 YUKON INC. (Inc. No. 57097A) of 5439 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
MOUNTAIN ADVENTURE LTD (a corporation incorporated under the laws of the
Commonwealth of the Bahamas) having an office at 4 West Bay Street, P.O. Box N-7788, Nassau,
Bahamas (as to priority)

4420523.10 December 17, 2010 - 2:49 PM Wedge Sewer Services Rent Charge

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

RENT CHARGE–SEWER SERVICES

BETWEEN

28165 YUKON INC., 5439 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9

(**“Grantor”**);

AND

WEDGE WATER WORKS INC., of 5439 Buckingham Avenue,
Burnaby, British Columbia, V5E 1Z9

(**“Grantee”**).

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lots.
- B. The Grantee will operate the systems and facilities, including the treatment plant, machines, pipes, equipment and anything used or required to provide treatment of the sewage generated from the Lot and from other lands located in the Squamish Lillooet Regional District of British Columbia (collectively called the “Community Sewer System”).
- C. To obtain all necessary permits and approvals for operation of the Community Sewer System the Grantee requires that the Grantor covenant and agree to:
1. establish, over time, a reasonable reserve funds for the periodic replacement of the components of the Community Sewer System or portions thereof;
 2. contribute an amount, not to exceed \$10,000 per Lot, to the unexpected costs of repair or replacement of the Community Sewer System or portions thereof;
 3. acknowledge that the Grantee may from time to time:
 - (a) authorize governmental authorities access to the monies in the reserve fund for the purposes of repair or replacement of the Community Sewer System or portions thereof;
 - (b) assign to governmental authorities this Rent Charge and the obligations of the Grantor hereunder.
- D. The Grantee has agreed to maintain the Community Sewer System in order to provide service to the Lots in the future upon condition that the Grantor pays a sewer treatment fee or availability charge for each of the Lots in an amount established by the Grantee annually, contribute to the reserve fund and

to contribute to any unexpected costs of repair or replacement of the Community Sewer System or portions thereof.

E. As security for the Grantor's covenant and agreement to:

1. contribute to the Reserve Fund;
2. pay the sewer treatment fee or availability fee;
3. contribute to any unexpected costs of repair or replacement of the Community Sewer System or portions thereof;

the Grantee has requested and the Grantor has agreed to grant to and in favour of the Grantee a Rent Charge to be registered against the Lots as a first financial charge on the terms and conditions set out in this Agreement.

THEREFORE in consideration of the premises, the terms and conditions herein contained \$1.00 now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledge by the Grantor, the parties agree as follows:

1. DEFINITIONS

In this Agreement:

"Agreement" means this agreement as it may be amended or supplemented from time to time;

"Annual Fee" means the annual charge once the Lot is connected to the Community Sewer System, established by the Grantee acting reasonably, as the Lot's Share of all costs attributable to the operation, maintenance and administration of the Community Sewer System and to the Reserve Fund or any one or more of them;

"Costs" means collectively the Unexpected Costs and the Annual;

"Due Date" means that date which is specified in a Payment Notice;

"Grantor's Obligations" means all of the covenants, agreements, obligations, duties, covenants, conditions, provisos of the Grantor under this Agreement;

"Indebtedness" means all amounts payable by the Grantor under this Agreement, whether for principal, interest, compound interest or otherwise including the Costs;

"Interest Rate" means the rate of interest determined by the Grantee in its sole discretion and specified in a Payment Notice which rate of interest will not exceed the prime rate of interest determined by HSBC Bank Canada from time to time plus 5% per annum calculated monthly not in advance;

"Lot" means each strata lot and premises described in item 2 of the attached Form C General Instrument – Part 1;

"Lot's Share" means for each Lot the Costs from time to time divided by 108 or such higher number as represents the estimated number of single family residential lots, to be served by the permitted flow rates of the Community Sewer System;

"Payment Notice" means any notice in writing given by the Grantee to the Grantor from time to time specifying the total amount to be paid by the Grantor for the Lot and the Due Date for payment and the Interest Rate;

"person" means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative; and 5 of this Agreement;

"Reserve Fund" means the fund to be established by the Grantee so that there are funds available to the Grantee for the periodic replacement of the treatment plant and all installations and equipment which comprise the Community Sewer System and for extraordinary repairs and contingencies related to any of them;

"Unexpected Costs" means costs incurred or to be incurred by the Grantee with respect to any unexpected and extraordinary repairs to and/or replacement of any component of the Community Sewer System. An unexpected cost will be a cost which is not included within the regular operating budget of the Grantee for the period when the unexpected cost will be incurred and which is in excess of the Reserve Fund, provided that the total Lot Share for any Lot for Unexpected Costs shall not exceed the sum of \$10,000 for each Lot plus any applicable interest at the Interest Rate

2. FEES

Each Lot which is connected to the Community Sewer System will be subject to an Annual Fee. The Annual Fee will start and be prorated in the quarter of the year in which the Sewage Treatment Plant starts its operation. The Annual Fee for the first year shall be \$720. for each Lot and shall be payable three times per year on the first day of January, May and September. For each successive year, the Grantee shall issue a Payment Notice to the owner of each Lot no later than December 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR'S SHARE OF UNEXPECTED COSTS

The Grantor's share of the Unexpected Costs shall, at any given time be calculated by dividing the amount of the Unexpected Costs by 108 or such greater number of residential lots which are serviced by the Community Sewer System.

4. PAYMENT OF COSTS

The Grantor covenants and agrees with the Grantee to pay to or to the order of the Grantee at such address as the Grantee may from time to time direct:

- (a) the amount specified in any Payment Notice given by the Grantee to the Grantor from time to time as being the amount required by the Grantee for the Costs, and/or the Annual

Fee and/or the Unexpected Costs and the Grantor will pay such amounts all on or before the Due Date;

- (b) interest on the amount to be paid under section 3 (a) above at the Interest Rate, both before and after maturity, default and judgment, from the Due Date until the Lot Share is paid in full which interest will be paid on demand; and
- (c) any interest not paid when due hereunder will be added to the principal amount owing hereunder and will bear interest at the Interest Rate;

and the Grantor further covenants and agrees with the Grantee:

- (d) to indemnify and save harmless the Grantee and its officers, directors, employees, agents, licensees, permittees and others for whom the Grantee is responsible at law, whether or not any of them have been negligent, from and against all damages (including, but not limited to, special, exemplary or consequential damages), costs (including, but not limited to, legal costs on a solicitor and own client basis), losses (including, but not limited to, economic losses and losses from property damage, personal injury or death), expenses, claims, demands, suits, causes of action and judgment suffered or incurred by the Grantee or any of its officers, directors, employees, agents, licensees, permittees or others for whom the Grantee is responsible at law by reason of, arising out of, relating to or in any way attributable to any breach, default, non-observance or non-performance of any of the Grantor's Obligations; and
- (e) that the Indebtedness shall be secured by the Rent Charge as a first financial charge against the Lots.

5. GRANTOR'S COVENANTS

The Grantor covenants and agrees with the Grantee to pay to or to the order of the Grantee at such address as the Grantee may from time to time direct:

- (a) the amount specified in any Payment Notice given by the Grantee to the Grantor from time to time and the Grantor will pay such amounts all on or before the Due Date;
- (b) interest on the amount to be paid under section 3 (a) above at the Interest Rate, both before and after maturity, default and judgment, from the Due Date until the Payment Notice is paid in full which interest will be paid on demand; and
- (c) any interest not paid when due hereunder will be added to the principal amount owing hereunder and will bear interest at the Interest Rate;

and the Grantor further covenants and agrees with the Grantee:

- (d) to indemnify and save harmless the Grantee and its officers, directors, employees, agents, licensees, permittees and others for whom the Grantee is responsible at law, whether or not any of them have been negligent, from and against all damages (including, but not limited to, special, exemplary or consequential damages), costs (including, but not limited to, legal costs on a solicitor and own client basis), losses (including, but not

limited to, economic losses and losses from property damage, personal injury or death), expenses, claims, demands, suits, causes of action and judgment suffered or incurred by the Grantee or any of its officers, directors, employees, agents, licensees, permittees or others for whom the Grantee is responsible at law by reason of, arising out of, relating to or in any way attributable to any breach, default, non-observance or non-performance of any of the Grantor's Obligations; and

- (e) that the Indebtedness will be secured by the Rent Charge as a first financial charge against the Lot.

6. GRANT OF RENT CHARGE

As owner of the Lot, the Grantor hereby charges the Lot with payment to the Grantee of the Indebtedness. This Rent Charge will be registered as a financial charge against title to the Lot in priority to all other financial charges and encumbrances subsequently registered and the Indebtedness will have priority to all amounts payable pursuant to any other financial charges and encumbrances subsequently registered.

7. RESERVE FUND

The Grantee covenants and agrees that upon receipt of payment of the Annual Fee it will contribute from such Annual Fee the sum established, from time to time, by any government authority as the amount, if any, to be contributed to in the Reserve Fund, which Reserve Fund will be maintained in a Canadian chartered bank or credit union.

The Grantor acknowledges that the Grantee may from time to time;

- (a) authorize governmental authorities access to the monies in the reserve fund for the purposes of repair or replacement of the Community Sewer System or portions thereof;
- (b) assign to governmental authorities this Rent Charge and the obligations of the Grantor hereunder to pay the Indebtedness or any portion thereof.

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and distrain for the instalment or instalments in arrears and the distress or distresses then and there found to take, lead, drive, carry away and impound and the same to impound, take, hold and keep until the Indebtedness, together with all costs and charges incurred by such distress or in obtaining payment of Indebtedness shall be fully paid and satisfied;
- (b) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of six months or more, then the Grantee may, at any time thereafter, upon not

less than 30 days' written notice to the Grantor, may foreclose upon the Lot and may cause the Lot to be sold, as if the Grantee were a mortgagee exercising a power of sale, provided that:

- (i) the Grantor does not, before the completion of any sale of the Lot, pay the full Indebtedness owing, including interest, and all costs payable in connection with the exercise by the Grantee of its rights and remedies; and
 - (ii) the money realized by reason of any sale described above must be applied by the Grantee firstly to pay the actual costs incurred in respect of any notice, proceedings and sale, secondly to satisfy the Indebtedness and thirdly to pay the surplus, if any, to the Grantor;
- (c) despite the above provisions for enforcement of the payments due under this Agreement, the Grantee, at its option, may bring or take legal action against the Grantor for payment in any court of competent jurisdiction;
 - (d) the Grantee may exercise any other right or remedy available at law or in equity in respect of the enforcement of a rent charge; and
 - (e) the Grantor will pay for all of the Grantee's costs in connection with the enforcement of this Agreement, including, without limitation, all costs of sale and legal fees and disbursements on a solicitor and own client basis.

9. REMEDIES CUMULATIVE

The Grantor acknowledges and agrees that, without limiting any other right or remedy of the Grantee:

- (a) all rights and remedies of the Grantee under this Agreement are cumulative and are in addition to and do not exclude any other right or remedy provided in this Agreement or otherwise allowed by law;
- (b) all rights and remedies of the Grantee may be exercised concurrently, without the Grantee making any election, but will not give rise to duplicative liability of the Grantor; and
- (c) the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach or anticipated breach by the Grantor of any of the Grantor's Obligations.

10. SUBDIVISION / EFFECT OF AGREEMENT

This Agreement, the Rent Charge and the rights herein granted will run with the Lot and each part into which the Lot may be subdivided, and the term "Grantor" includes the owner of each subdivided part of the Lot and the successors in title thereof. Without limiting the foregoing, any amount payable hereunder will run with the Lot and each part into which it may be subdivided. Notwithstanding anything contained in this Agreement, if the Lot is subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided part of the Lot, including a default with respect to any amount payable in connection with any subdivided part of the Lot, will not be a default with respect to any other part of the Lot for which there has not been a default and the Grantee will not

be entitled to exercise any of its rights or remedies under this Agreement except with respect to the subdivided part(s) of the Lot for which there has been a default.

11. FULL OR PARTIAL RELEASE

Within a reasonable time of the Grantee's receipt from the Grantor funds which total \$10,000, being the Grantor's share of the Unexpected Costs attributable to any Lot, the Grantee will execute and provide to the Grantor a registrable modification of this agreement releasing the Grantor for liability for payment of Unexpected Costs with respect to that Lot.

In the event that the Community Sewer System operated by the Grantee shall at any future time be taken over and operated by any public authority having taxing powers and the Grantee has received payment in full of the Indebtedness then the Grantee shall release each Lot from the Rent Charge.

12. AMENDMENT

This Agreement may only be amended by an agreement in writing duly executed and delivered by the Grantee and the Grantor of all parts of the Lot to which the amendment relates.

13. NO WAIVER

No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Agreement will operate as a waiver of or otherwise affect in any way any rights or remedies under this Agreement or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.

14. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Agreement.

15. TIME OF THE ESSENCE

Time is of the essence of this Agreement and will remain of the essence notwithstanding any extension of time given under or in connection with this Agreement.

16. NOTICES

All notices under this Agreement must be given in writing and delivered in accordance with this provision. The parties agree that:

- (a) any notice to the Grantor may be sent to the Grantor's address according to Land Title Office records in respect of the Lot or delivered to the Grantor; and

- (b) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Grantor in accordance with the terms hereof at any time and from time to time.

Notices will be sent by delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth day (excluding weekends and statutory holidays in British Columbia) after the mailing thereof, if sent by registered mail from a post office in British Columbia. If there is any disruption of mail services, all notices will be delivered or sent by electronic transmission rather than mailed. In any court proceedings, any notice may be given in accordance with any requirements for service provided for pursuant to the Supreme Court Rules of the Province of British Columbia.

17. TRANSFER OF LANDS

All amounts payable hereunder will survive any transfer or other disposition whatsoever of the Lot or any part thereof and the Rent Charge granted hereunder will continue to charge the Lot notwithstanding any transfer or other disposition whatsoever. No Grantor will be liable for any duty or obligation under this Agreement in respect of the Lot or any part of the Lot where such duty or obligation arises after the Grantor has ceased to be the owner of the Lot or that part of the Lot, as applicable.

18. FURTHER ASSURANCES

The Grantor will execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be required by the Grantee at any time and from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.

19. TRANSFER BY GRANTEE

The Grantee may mortgage, charge, transfer or assign any of its rights under this Agreement to a mortgagee, trustee for bond holders, purchaser, transferee or assignee all at such times and on such terms and conditions as the Grantee deems appropriate in its sole discretion. If the Grantee assigns its interest under this Agreement, and to the extent that the assignee has assumed the covenants and obligations of the Grantee under this Agreement, then the Grantee will, without further written agreement, be freed and relieved of all liability on such covenants and obligations.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by signing on the *Land Title Act* Forms C and D attached hereto.

Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, STORM LACE B.V., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB1186415
Assignment of Rents BB1186415

("Security")

against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grants priority to the within charge over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

EXHIBIT "S"

LEGAL DESCRIPTIONS

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
028-307-356	Strata Lot 1 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-364	Strata Lot 2 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-372	Strata Lot 3 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-381	Strata Lot 4 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-399	Strata Lot 5 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-402	Strata Lot 6 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-411	Strata Lot 7 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-429	Strata Lot 8 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-437	Strata Lot 9 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-453	Strata Lot 11 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916
028-307-461	Strata Lot 12 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916

EXHIBIT "T" ARCHITECTURAL GUIDELINES

EXHIBIT T

REVISED ARCHITECTURAL DESIGN GUIDE LINES

WEDGE WOODS SINGLE FAMILY LOTS

These revised Architectural Design Guide Lines form part of the Building Scheme registered under number BB1180570 and are in addition to the requirements of the Building Scheme.

1 MASSING AND FORM

1.1 Building massing should have the appearance of being cohesive. Design techniques should include a variety of roof lines, stepping the building both vertically and horizontally, letting the site influence the building form, scale and character. Variation in roof lines will encourage vaulted ceilings to provide higher interior ceilings within the context of the building theme

1.2 Building form must respond to the natural constraints of the Lot. The development must also consider the safe storage of snow without impeding the accessibility to the dwelling on the Lot.

2. NO REPETITION OF BUILDING DESIGN

2.1 No building design can be repeated within a three lot radius.

3. DRIVEWAYS AND GARAGES

3.1 Driveways and garages must not form the main element facing the street and must minimize environmental impact. All driveways must comply with Regional District grade requirements.

4. ROOFS

4.1 Architectural form of the roof is very important in establishing the building character and snow management. A unified composition of roofs is preferred. Snow shedding should be calculated to ensure protection of pedestrian and vehicular ways, flat areas and impact onto other roof components and decks.

4.2 Roof types that are not permitted include mansard, false mansard, curvilinear and domed roofs.

4.3 Roof overhangs are encouraged because they protect walls, doors and windows from snow and rain.

4.4 Roofing materials should complement the treed nature of the site and therefore high quality wood shingles or shakes or similar appearing products, if fire treated, are acceptable. Alternatively composite slate and architectural shingle materials will be considered if they maintain the stability and aesthetic integrity and three dimensional character. Standard asphalt shingles will not be acceptable however architectural profile asphalt shingles may be used if found acceptable by the Approving Agent.

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Metal roofs may be considered but only in earth tone or natural colours and the profile and seam pattern must be acceptable to the Approving Agent.

4.5 Architectural roof appurtenances such as dormers, clerestories, skylights, chimneys, gables and cave details can create an enhanced roofscape and interesting interior spaces. Their placement is encouraged but should be used in a manner so that confusion and excessive decoration is avoided.

4.6 Ornamental roof appurtenances such as finials, scroll work on the ridge or purely decorative turrets are not encouraged.

4.7 Mechanical roof appurtenances including snow diverters, vents and flashing should be prefinished in a colour to match the roofing material and must be strong enough to sustain snow build-up and shedding.

4.8 Large roof overhangs are encouraged.

4.9 Solar collectors are preferably screened and if at all possible not be located in areas visible from the street or other public places. If located in an area visible from the street screening shall be provided. Roof top water tanks are not allowed unless concealed.

5. CHIMNEYS

5.1 Chimneys must blend with the house and roof materials.

5.2 A direct wall vent for a gas fireplace should be screened from public view or blend into the building face and be treated in such a way to avoid discolouration of the wall in which it is placed.

5.3 All chimneys must have spark arrestors made of metal, painted to match the roof colour and of sufficient size to screen individual flues. Wherever possible chimneys should be positioned so as to minimize the potential for snow damage.

6 BUILDING WALLS

6.1 The lower portion of walls up to 4.0 f.t should be protected from extreme weather, snow build-up and staining and should therefore be constructed of a durable material, including but not limited to, river rock, stone, concrete block with a stucco finish, or concrete treated in a finish such as sand blasted or bush hammered. Aluminium or vinyl are not permitted.

6.2 Upper wall materials should relate to the building mass and convey a sense of well-crafted construction for a residential home in an alpine setting.

6.3 Acceptable upper wall materials are

stone or river rock

wood shingles

wood siding

board and batten

peeled or shaped logs architectural concrete traditional stucco

composite concrete wood claddings

6.4 Upper wall materials which are not acceptable are:

brick or ceramic tile

vinyl

stained or painted plywood simulated stone or brick

asphalt or hardboard siding

6.5 Window glazing may be clear or solar tinted, stained, etched or frosted. Solid coloured glass or reflective glazing is not permitted.

6.6 Exterior doors should be solid core wood or insulated metal painted to complement the house. Exterior doors should be shielded from shedding snow, wind and rain either through structural elements or in combination with landscape materials.

6.7 If a garage is proposed, garage doors should be wood sectional, stained or painted or insulated metal doors painted to complement the building. Manufacturer's white garage doors are not supported, unless they compliment the overall building design. Garage entries should be well articulated (recessed, columns, etc.) To reduce their visual impact but also to create a visual connection to the house. Garage doors that are angled to face the side yard rather than the street are preferred to prevent the garage from dominating the streetscape.

6.8 Open carports are not permitted

7. COLOUR SCHEMES

7.1 All colour schemes must be approved by the Approving Agent. A colour board and samples must be submitted for review before a colour scheme can be approved.

7.2 No more than three colours should be used on a building (not including the colour of the roofing material).

7.3 Proposed colour schemes should harmonize with the natural setting of the SLRD and Whistler and complement surrounding buildings. Acceptable wood siding colour applications include paint and solid or semi-transparent stains. Peeled or shaped logs may be finished with varnish, clear or semi-transparent stains.

7.4 Rich colours may be used to highlight building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. Neighbouring properties should be considered when using strong, deep colours as accents.

8. GRADING AND DRAINAGE

8.1 All regrading, tree removal, revegetation and other site disturbance shall be shown on the site grading plan which must be approved by the Approving Agent before any site work is initiated.

8.2 All regrading shall be contained within the lot and feathered wherever possible into the natural topography to maximize retention of trees and existing vegetation.

8.3 Cuts and fills shall be minimized to avoid undue disturbance of natural vegetation.

8.4 Retaining structures for homes and parking areas shall not exceed a height of 5.0 ft (1.5 m) and constructed of rock or concrete with a rock veneer. Retained driveway areas should include planting between the structure and the parking area so that these areas remain partially hidden.

8.5 The slope of cuts or fills must be determined by the soil materials to ensure stability and encourage revegetation. Rock cuts may be vertical if approved by a geotechnical engineer.

8.6 All drainage should be returned to the natural drainage areas or the storm ditch system as required by the SLRD. No drainage may be permitted to flow to an adjacent lot unless specifically required to ensure the health of existing vegetation.

8.7 To reduce the amount of site disturbance parking platforms for downward sloping lots are encouraged rather than using fill to achieve grades, where existing vegetation is mature.

9. DRIVEWAYS PARKING AND WALKWAYS

9.1 To minimize impact on the Lot the Location for Driveways has been predetermined. Any change to the location of the driveway must receive prior approval from the Approving Agent.

9.2 Driveway width at the curb should not be more than 13 ft (4.0 m) wherever possible in order to reduce the impact of hard surfaces at the street, reduce rock cut and promote tree retention.

9.3 Not less than one parking stall shall be contained within an attached or detached garage. Additional uncovered parking stalls may be considered depending on site constraints.

9.4 Driveway materials should be stamped asphalt or concrete, concrete with exposed aggregate finish or interlocking pavers. Asphalt drives are also acceptable, however when asphalt is utilized the use of architectural borders is encouraged.

9.5 Walkway materials should be stamped concrete stone or interlocking pavers.

10. LANDSCAPING

10.1 The streetscape is intended to take on a mature, attractive appearance which will mature gracefully, therefore the area between the curb and the front plane of the

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house shall be considered predominantly as a natural revegetation zone using mostly indigenous plant species and limiting formal planting only as an accent. The planting plan shall however also be cognizant of limitations imposed by servicing corridors and not unduly encourage bear intrusion by providing fruit bearing plants or excessive protective cover.

10.2 All utilities and otherwise obtrusive structures, including retaining walls, should be suitably screened wherever possible from public view. Such screening should project a natural character.

10.3 Walls and/or fences are not permitted as pure delineators or property lines, however they may be permitted to provide privacy to certain activity areas. Where walls and/or fences follow a property line they should not disturb any vegetation screening with adjacent lots. Walls and/or fences should follow the contours of the land wherever possible.

10.4 Walls and/or fences should be built of natural stone or wood and may not exceed a height of 6 ft (1.8 m) above the natural grade of the Lot.

10.5 No walls and/or fences other than small scale landscape elements are permitted between the front property line and the front plane of the principal dwelling.

10.6 Exterior and landscape lighting should be kept to a minimum, be diffused, shielded, directional and concealed from neighbouring lots and the street. Fixtures must reflect the theme of the community and be made of iron, copper or wood. Shiny brass or chrome finishes are not encouraged.

10.7 The landscape plan shall be implemented and approved by the Approving Agent within one growing season of the substantial completion of the house.

10.8 Entrance gates must be located at least 5 meters within the property line of the Lot. Entrance gates, structures and archways should be architecturally sensitive to the common property and should be comprised of materials such as iron, stone and/or wood.

10.9 The landscape plan must detail any existing trees, shrubs, or vegetation which will be removed or relocated and confirm that such removal is in compliance with the requirements of any registered restrictive covenants. If the removal of the trees, shrubs or vegetation will enhance or preserve views or view corridors it will be permitted so long as it does not materially negatively reduce the privacy between adjacent dwellings.

11 SNOW MANAGEMENT

11.1 Snow must be retained or shed in locations and in a manner which will not endanger the structure or its occupants. Entrances, vehicular and pedestrian routes must be fully protected.

11.2 Balconies should preferably be covered or recessed into the building and snow shedding from one roof to another should be avoided. Eave troughs are vulnerable to damage from snow and ice and are therefore not recommended. Aluminium, vinyl or

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resin cave troughs are not permitted. Snow storage areas must be provided for driveways and pathways.

11.3 Adequate roof ventilation is required and the "cold root" construction concept is recommended.

12 ANTENNAS AND SATELLITE DISHES

12.1 Satellite dishes or antennas should be hidden or placed in the least visible, functional site. Dishes should be painted the colour of the background material in front of which they are mounted. Satellite dishes exceeding three feet in diameter (or the size of the smallest fully functional HD antenna available) will be permitted only if they are shielded from view.

13 DOG KENNELS

13.1 The location of and materials used for enclosed dog runs and/or kennels must be approved by the Approving Agent

EXHIBIT "U"
STATUTORY RIGHT OF WAY TO POWER COMPANY

Page 4

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner of the lands more particularly described in Form E hereto (the "Lands");
- B. The Transferor has agreed to grant to the Transferee a statutory right-of-way through, under and across that portion of the Lands shown hatched on the Sketch Plan attached hereto as Schedule "A") (the "Right-of-Way Area") and statutory right of way for a building to be used for generating, storing, distributing and/or transmitting electricity;
- C. It is necessary for the operation and maintenance of the Transferee's undertaking to obtain a statutory right-of-way.

NOW THEREFORE THIS INSTRUMENT WITNESSES:

1. That in consideration of the premises and the covenants, promises and agreements set out below and other good and valuable consideration, the Transferor hereby grants and conveys to the Transferee, its successors and assigns in perpetuity the full, free and uninterrupted easement and right-of-way (the "Right-of-Way") for the Transferee, its servants, employees, agents and licensees at all times, subject to the provisions of this Agreement:
 - (a) to enter and work upon, use, and to pass and repass (with or without machinery, equipment and motor vehicles) over the Right-of-Way Area;
 - (b) to dig and remove and to cover up the soil of the Right-of-Way Area and to lay down, construct and install, all things and components, using any type of technology from time to time necessary or convenient, for the purposes of generating, storing, distributing and/or transmitting electricity by any method or process whatsoever, including hydro-elective generating power plants, substations, poles, towers, antennae, anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing (the "Works") and as may be necessary or convenient to operate, maintain, alter, enlarge, repair, extend, renew, remove, inspect, clean and replace the Works and for such purpose to make such excavations and do such work and constructions as may be necessary;
 - (c) to clear and keep clear (including removal or pruning) of any vegetation, including, without limitation trees, the area within 6 metres from the centre line of the Works;
 - (d) to construct, operate, maintain and replace a building and related structures (the "Building") for such things as are required for the generating, storing, distributing and/or transmitting electricity;

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- (e) to do all things necessary or incidental to the business and undertaking of the Transferee in connection with all of the foregoing.
- 2. The Transferee shall:
 - (a) do the work that it is entitled to do under this instrument in a workmanlike manner so as to do as little injury as practicable to the surface of the Lands, the Right-of-Way Area and any improvements and upon completion of any work that it is entitled to do under this instrument and with respect to the Works:
 - (b) restore the surface of the Lands, the Right-of-Way Area and any improvements, including any asphalt pavement on the Right of Way Area, as nearly as possible to the condition they were in prior to the commencement of such work or to such other condition as is acceptable to the Transferor in its sole discretion;
 - (c) use all reasonable efforts to install the Works in such a way and in such locations so that Transferor may pursuant to Section 7 to install, operate and maintain the Transferor's Services and/or the Transferor's Access in such a way that it is not necessary to disturb or relocate any of the Works.
- 3. The Transferee shall restrict its exercise of its rights under Section 1 (b) and (c) of this Right-of-Way to, with respect to the installation, maintenance, operation and replacement of the Works, that portion of the Lands being 6 metres from the centre line of the Works (the "Works Area"). The anticipated location of the Works is shown on the Sketch Plan attached hereto as Schedule "A". (the "Sketch Plan").
- 4. The Transferee shall restrict its exercise of its rights under Section 1 (d) and of this Right of Way to, with respect to construction operation and replacement of the Building, to that portion of the Lands shown outlined in black on the Sketch Plan (the "Building Location").
- 5. The Transferee shall at all times have access to the Works Area and the Building Location as provided in Section 1 (a) provided that:
 - (a) it shall not be entitled to exercise its right of access over any portion of the Right of Way Area occupied now or in the future by any buildings;
 - (b) access to the Works Area and the Building for construction and/or operational purposes shall, except in the case of an emergency, be limited to daylight hours;
 - (c) pedestrian and vehicular access to the Works Area and/or the Building Location shall initially be over those portions of the Right of Way Area shown cross hatched on the Sketch Plan (the "Initial Access Area");
 - (d) the Transferor upon written notice to the Transferee will designate those portions of the Right of Way Area shown hatched on the Sketch Plan (the "Subsequent Access Area") as the areas to be used by the Transferee for

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pedestrian and vehicular access to the Works Area and/or the Building Location in which case the Transferee shall not be entitled to use the Initial Access Area.

6. The Transferee shall:

- (a) keep the Works Area in a safe, clean and sanitary condition to the extent that the condition relates to the use or occupation of Works Area by the Transferee;
- (b) if it no longer requires all or a portion of the Works Area, quit peaceably such portion and remove all above ground Works from such portion within a reasonable amount of time;
- (c) take all steps necessary to insure that the noise generated by the Works or the Building is minimized so that the sounds generated from operational activities within the Building shall not be audible over and above the ambient noise levels generated from the Green River minimal annual water flow measured anywhere within the building envelopes of Strata Lots 1 to 12, Strata Plan BCS 3916 as shown on the plan attached hereto as Schedule "B" and area of the Lands shown hatched on the plan attached hereto as Schedule "A";
- (d) ensure that:
 - (i) the walls of the Building will be constructed in masonry block or concrete or such other material that provides the same level of noise reduction and fire resistance as masonry block and the exterior finishes of the Building are of fire resistant materials which are consistent and compatible with the exterior finishes and materials of the residential dwellings located with Strata Plan BCS 3916 as verified by a certificate from the approving agent (the "Approving Agent") appointed under the building scheme registered in the Land Title Office under number BB1180570 (the "Building Scheme");
 - (ii) the Building Roof utilizes structural steel corrugated steel decking, a 3 inch concrete topping and is insulated for sound deadening purposes;
 - (iii) acoustical treatment is implemented at any door, access point or vent so as to reduce noise transfer from within the Building;
 - (iv) the elements of building design and acoustical treatment minimize the sounds generated by the Works or the Building and are approved by an Acoustical Engineer prior to the commencement of construction of the Building;
 - (v) the trailrace taking water from the turbine out of the Building to Wedgemount Cree will be an enclosed pipe leading directly to Wedgemount Creek;

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- (vi) transformers, and any equipment, or machinery comprising the Works which generates audible sounds and which are not located within the Building and/or placed underground will be placed or installed in such a way that the sounds they generate are not be audible over and above the ambient noise levels generated from the Green River minimal annual water flow measured anywhere anywhere within the building envelopes of Strata Lots 1 to 12, Strata Plan BCS 3916 as shown on the plan attached hereto as Schedule "B" and area of the Lands shown hatched on the plan attached hereto as Schedule "A";
 - (vii) transformers, and any equipment, or machinery comprising the Works and any stored materials, whether stored for a short or long term, within the Right of Way Area be screened from the view from any residential dwelling which screening must be acceptable to the Approving Agent;
 - (viii) the Building, the Works, and any transformers, and any equipment, or machinery comprising the Works and any stored materials, whether stored for a short or long term, within the Right of Way Area comply with the Fire Smart and Sustainable Design Guidelines set out in Schedule B to the Building Scheme as they may be amended from time to time by the Squamish Lillooet Regional District which compliance shall be to the satisfaction of the Qualified Environmental Professional as provided in Schedule B to the Building Scheme; and
 - (ix) the Building contains a monitored fire alarm system;
- (e) permit the Transferor full access to the Building and the works after completion of construction and prior to completion of the Building commissioning procedures to determine that the Transferee has complied with subsection (d) and to measure the sound levels emitted during full operations. If the measurements taken by the Transferor do not minimize the sound levels and/or the inspection verifies that the conditions of subsection 9 have not been met then the Transferor may at its election and at its sole cost and expense undertake additional sound proofing of the Building, provided that such additional sound proofing shall not disrupt or interfere with the day to day use of the Building and/or the Works by the Transferee.
- (f) take all steps necessary to insure that the noise generated during the construction, maintenance or replacement of the Works or components thereto shall comply with all municipal noise bylaws or regulations.
- (g) ensure that the Works shall be either buried beneath the ground or if located above the ground the exterior appearance shall be approved by the Transferor, whose approval shall not be unreasonably delayed or withheld;

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- (h) ensure that those components of the Works comprising the penstock are buried beneath the ground and the surface of the Lands above the penstock shall be restored as much as possible to its previous condition or to the condition of a pedestrian gravel trail.
7. The Transferor shall not, except as provided in Section 8, after the placement of the Works or any portion thereof :
- (a) excavate or dig any well, hole, trench, ditch or excavation of any kind or nature;
 - (b) erect, build, construct or place any building, structure, erection, pipe, pole, tower, road, concrete, pavement, foundation, improvement or thing of any kind or nature;
 - (c) place or remove any soil or other material of any kind or nature;
- which will in any way interfere with the operation, security or efficient functioning of, or unobstructed access to the Works or the Building or the Building Location.
8. Notwithstanding the provisions of Section 7 the Transferor may;
- (a) place, maintain operate and repair within the Right of Way Area such works or services as it requires to provide utilities and services to all or any portion of the Lands (collectively the "Transferor's Services");
 - (b) place, maintain operate and repair within the Right of Way Area such roads or driveways as are required to provide access to all or any portion of the Lands (collectively the "Transferors Access").

Provided that if it is necessary for the Transferor, acting reasonably, to interrupt the use of the Right of Way Area for the construction, replacement or maintenance of the Transferor's Services and/or the Transferor's Access;

- (c) except in the case of an emergency or as is required to ensure uninterrupted utility services or access to dwellings, the Transferor shall give the Transferee no less than 3 days written notice of its intention to install, repair or maintain the Transferor's Services or the Transferors' Access within the Right of Way Area. The notice shall specify the proposed location of the Transferor's Services and/or the Transferor' Access and the time period during which they will be undertaken and whether or not there will any interruption with the operation of the Works and/or the Building. In the case of an emergency or where access is required to ensure uninterrupted utility services or access to dwellings the Transfero shall as soon as possible advise the Transferee of the installations repairs or maintence which the Transferor has undertaken;
- (d) if the Transferee has complied with the provisions of Section 2 (c) the Transferor shall forthwith reimburse the Transferee for any lost revenues attributable to the use by the Transferor of the Right of Way Area for the Transferor's Services or the Transferor's Access for the installation,

maintenance and repair of the Transferor's Services and the Transferors Access.

Once the Transferor's Services and the Transferor's Access have been installed within the Right of Way Area the use by the Transferor, or the use by those authorized by the Transferor to use the Transferor's Services or the Transferor's Access shall not be a breach by the Transferor of the provisions of this Agreement or entitled the Transferee of any compensation for such use..

9. The Transferee will not during the installation, construction, operation maintenance or repair of the Works do anything which would interfere with security or efficient functioning of or unobstructed access to any equipment, fixtures or other improvements placed within the Works Area, including but not limited to the Transferor's Services and the Transferors Access, by any other party prior to construction and/or installation of the Works. The Transferee may remove improvements to the surface of Works Area such as paving or landscaping as is necessary for the construction, installation, operation, maintenance or repair of the Works so long as it replaces such improvements promptly after completion those activities.
10. The Transferor will not place any improvements or structures within the Building Location.
11. The Transferor shall:
 - (a) use all commercially reasonable efforts to provide or to cause The Owners Strata Plan No BCS 3986 (the "Strata Corporation") to provide at the Transferor's cost within the area shown on the Sketch Plan as CD3(to the end of the planned strata road) the works and equipment necessary to provide water, sewer and/or electricity (collectively the "Utilities") for use in the Building. Any costs related to the installation of such works to be inclusive of any access or water service required by any governmental authority for fire protection outside the area shown on the Sketch Plan as CD3 shall be undertaken by the Transferee at its cost. . All charges levied by the provider(s) of the Utilities for the provision of the Utilities shall be the responsibility of the Transferee;
 - (b) install duct work between the Building and the existing ducts located at the rail bridge located on Riverside Drive within 8 months of the Transferee providing written notice that it has entered into an energy agreement with BC Hydro. The Transferee shall reimburse the Transferor for the costs incurred in installing such duct work within 30 days of receipt of an invoice for such costs. If the Transferee doesn't install the duct work within the 8 month period then the Transferor may do so at the cost of the Tranferee.
12. If the Transferor does any of the acts referred to in breach of Section 3the Transferee, in addition to any other right or remedy it has may
 - (a) if the Transferor fails to remedy the breach within 30 days after written notice thereof to the Transferor to remedy; or

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- (b) immediately, in the event of an emergency (as determined in the sole discretion of the Transferee), do all things necessary to remedy the breach without any liability for damages and for such purpose may enter with men and equipment upon the Lands and/or the Works Area. If the Transferee requests, the Transferor shall forthwith pay to the Transferee all reasonable costs, charges and expenses to which the Transferee may be put by reason of a breach of Section 3.
- 13. If the Transferee does not comply with its obligations under Section 6, in addition to any other right or remedy it has may if the Transferee fails to remedy the breach within 30 days of a breach of Section 6 (a) or (b) or Section 3 or Section 5 9(d) (iv) or within 3 days of a breach of Section 6 (c) or immediately in the event of an emergency (determined in the sole discretion of the Transferor) do all things necessary to remedy the breach without any liability for damages and for such purpose may enter upon the Works Area and/or the Building Location. If the Transferor requests, the Transferee shall forthwith pay to the Transferor all reasonable costs, charges and expenses to which the Transferor may be put by reason of a breach of Section 6 by the Transferee. If the Transferor , acting reasonably, determines that any fire hazardous materials within the Works Area and/or the Building Location, it may, but is not obliged to provide, a written notice to the Transferee to remove such fire hazardous materials within 3 days. If within 3 days receipt of the notice requiring removal of the fire hazardous materials the Transferee has not removed the same then the Transferor may do so at the cost and expense of the Transferee.
- 14. During any period of time during which the Transferee is in breach of its obligations under Section 6 (c) the Transferee shall pay the Transferor liquidated damages in the sum equal to \$1000 for each day of such breach (the "Liquidated Damages"). The Liquidated Damages shall be increased every five years by the sum of \$100.
- 15. The Transferee shall own and be responsible for maintaining the Works and the Building. If the Transferee fails to maintain or repair the Works and/or the Building, the Transferor shall have the right, but will not be obligated to, maintain or repair the Works and/or the Building upon 30 days prior written notice to the Transferee, except in the case of an emergency, when no notice shall be required. The Transferee shall reimburse the Transferor for all reasonable costs, charges and expenses to which the Transferor may be put pursuant to this Section.
- 16. Except as provided in this instrument nothing shall be interpreted so as to restrict or prevent the Transferor from using the Right of Way Area in a manner which does not interfere with the security or efficient functioning of or unobstructed access to the Works and the Right of Way Area.
- 17. The Transferor shall not do or permit to be done anything which will interfere with or impair the operating efficiency of the Works and/or the Building or obstruct access to and on the Works Area and/or the Building Location by the Transferee and all persons entitled under this instrument to have access on, in, under, through or over the Lands in accordance with the terms of this Agreement.

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18. Without limiting the generality of Section 3 and Section 8, and save and except for easements or rights of way granted to a public utility or a governmental authority or corporation, the Transferor shall not grant to any person, firm or corporation:
- (a) an easement or statutory right-of-way over the Works Area; or
 - (b) any other interest in the Works Area or the Building Location which would materially adversely affect the Works Area or the Transferee's rights under this instrument;

without first obtaining the express written consent of the Transferee, which consent shall not be unreasonably withheld by the Transferee. Notwithstanding the provisions of this section the Transferor shall not require the consent or approval of the Transferee to grant an easement or easements over the Initial Access Area or the Subsequent Access Areas to the Transferor or The Owners Strata Plan BCS 3916 or strata lots located within Strata Plan BCS3916 from time to time, for the purposes of internal roads, provision of utilities, driveways, or pedestrian trails which do not adversely impact the use of the Works and/or the Building or for the Transferor's Works or the Transferor's Access.

19. After completion of the initial construction of the Works and the Building the Transferee will forthwith upon the request of the Transferor release (the "Release") this Right of Way from all portions of the Lands save and except the Right of Way Area and the Building Location and except for the Initial Access Area and/or the Subsequent Access Area as the case may be. The costs of preparation of all plans and documents required with respect to the Release and the costs of registration of the same in the Land Title Office shall be the responsibility of the Transferor.
20. The Transferee may peaceably enjoy the Right-of-Way granted by this instrument without hindrance or interruption by the Transferor or any person, firm or corporation claiming by, through, under or in trust for the Transferor.
21. The Works installed by the Transferee on, in, under or through the Right of Way Area and the Building shall be and remain chattels notwithstanding any rules of law to the contrary and shall belong solely to the Transferee.
22. The covenants in this instrument shall be covenants running with the Lands and shall not be personal or binding on the parties hereto except during such time as the parties hereto shall have any interest in the Lands or the Right of Way Area and/or the Building Location and only in respect of such portion of the Lands or the Right of Way Area or Building Location in which the parties have an interest but the Lands shall nevertheless be and remain at all times charged therewith.
23. If after deposit of a strata plan, including a phase strata plan for Strata Plan BCS3916, any portion of the Right of Way Area is located on common property of a strata corporation;
- (a) subject to subsection (c) the reservations set out this Agreement in favour of the Transferor with respect to any portion of the Right of Way Area

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which is located on common property of a strata corporation will confer rights only strata corporation and not on each owner of a strata lot in the strata corporation;

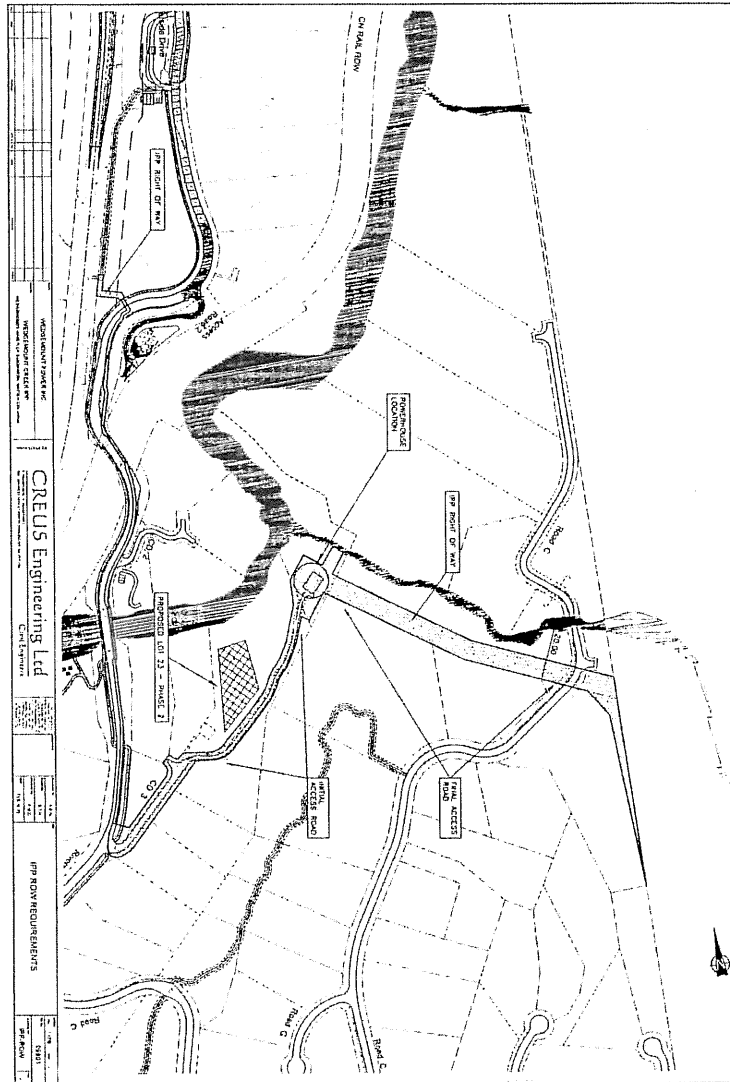
- (b) the rights and obligations of the Transferor under this Agreement with respect to any portion of the Right of Way Area which is located on common property of a strata corporation will be exercised by that strata corporation on behalf of the owners of individual strata lots in that strata corporation;

So long as any portion of the Right of Way Area is on the Lands the reservations, set out in this Agreement with respect to such portion of the Right of Way Area shall be rights of the Transferor and the rights and obligations of the Transferor with respect to such portion of the of Right of Way Area shall be for the benefit of and be exercised by the Transferor.

- 24. This instrument shall endure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of the parties wherever the context so admits.
- 25. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

IN WITNESS WHEREOF the parties have executed this instrument by executing *Land Title Act* Form C forming the first pages of this instrument.

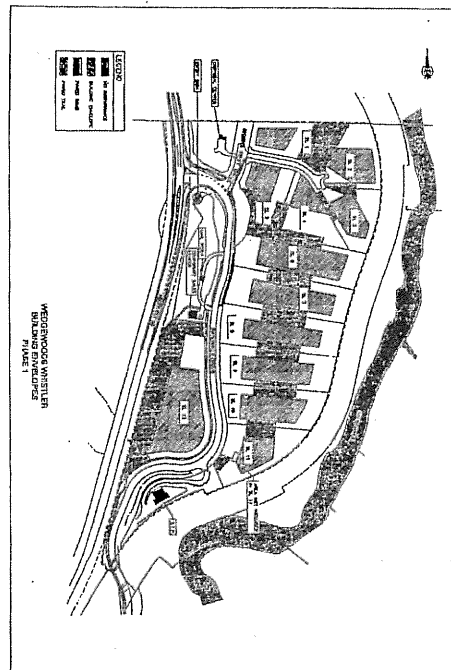
SCHEDULE "A"



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SCHEDULE "B"



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Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, MOUNTAIN ADVENTURE LTD., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB1186415
Assignment of Rents BB1186416

("Security")

against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grants priority to the within charge over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

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