

**REAL ESTATE DEVELOPMENT MARKETING ACT
SECOND AMENDMENT TO DISCLOSURE STATEMENT OF
28165 YUKON INC. AND PARADISE INVESTMENT TRUST
STRATA PLAN BCS3916**

BARE LAND STRATA LOTS 4, 8 AND 12 AND LOT A DISTRICT LOT 2247 PLAN BCP39086

January 4, 2017

**Disclosure Statement under the *Real Estate Development Marketing Act*:
December 5, 2012, First Amendment March 13, 2013**

**THIS IS A PHASED DISCLOSURE STATEMENT FILED PURSUANT TO THE *REAL ESTATE
DEVELOPMENT MARKETING ACT***

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| 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, B.C. V6Z 2M1 c/o Miller Thomson LLP 1000 – 840 Howe Street Vancouver, B.C. V6Z 2M1 |
| Business Address for the Developers: 28165 Yukon Inc. Paradise Investment Trust | 5403 Buckingham Avenue Burnaby, B.C. V6E 1Z9 EFG Bank & Trust (Bahamas) Ltd. Centre of Commerce 2 nd Floor P.O. Box SS 6289, Nassau, The Bahamas |
| Developers' Real Estate Agents: | Re/Max Sea to Sky Real Estate #103, 4360 Lorimer Road Whistler, B.C. V0N 1B4 |
| DISCLAIMER This Amendment to 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 <i>Real Estate Development Marketing Act</i> . It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation. | |

1. Amendment of Disclosure Statement

The Disclosure Statement dated December 5, 2012 as amended on March 19, 2013 (collectively, the “**Original Disclosure Statement**”) with respect to an offering by the Developers for the sale of bare land strata lots in the Squamish Lillooet Regional District, British Columbia, is amended as follows:

- (a) Section 1.2 is amended by deleting the last sentence and replacing it with “The Trust has no other assets other than its interest in the Lands.”
- (b) Section 1.3.4 is deleted and replaced with
“EFG Bank & Trust (Bahamas) Ltd. Centre of Commerce, 2nd Floor, 1 Bay St
P.O. Box SS 6289, Nassau, The Bahamas”
- (c) Section 1.4 is amended by replacing the Directors of the Trustee with the following:

“Directors of Trustee

Fornacis Ltd. and Geminorum Ltd.

Directors of Corporate Directors The directors of Fornacis Ltd. and of Geminorum Ltd are Ian Comins, Theresa C.Haven-Adderley, Jorge Borlanelli, Lynn Kelly, Beecham Braynen, Ian Atkins, Tami Williams-Doresset, Anya Williamson.”

- (d) the last paragraph of Section 1.6 is deleted and replaced with the following:
“David Ehrhardt is a director of Wedgemount Power Inc. the general partner of the Wedgemount Power Limited Partnership (the “**Limited Partnership**”). The Limited Partnership holds the statutory right of way described in Section 4. The statutory right of way allows the use of the statutory right of way area for the installation of works and improvements required to utilize the water of Wedge Creek for the generation of electricity.”
- (e) Section 2.1 is deleted and replaced with the following:

“This Disclosure Statement relates to the remaining unsold strata lots in phase one, being Strata Lots 4, 8 and 12, Strata Plan BCS3916 (collectively, the “**Phase One Strata Lots**”), and Strata Lots 13 to 36 (collectively, the “**Phase Two Strata Lots**”). The Phase One Strata Lots and the Phase Two Strata Lots are collectively the “**Strata Lots**” and individually a “**Strata Lot**”.

The Strata Lots are comprised of strata lots located in phase one and phase two of a proposed six phase development, which if all six phases proceed, will comprise a total of 108 bare land strata lots. The Phase Two Strata Lots and 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 for the Phase One Strata Lots is attached as Exhibit "A" (the "**Phase One Strata Plan**") and the Proposed Strata Plan for the Phase Two Strata Lots as Exhibit "A1" (the "**Proposed Phase Two 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."

- (f) Section 2.2 is deleted and replaced with the following:

"The zoning applicable to the Development is the Green River Estates Residential Bylaw 1442-2015 (the "**Zoning Bylaw**") and Phased Development Bylaw 1079.

The Zoning Bylaw establishes a Residential zone which permits use of the lands defined in that bylaw, now known as "WedgeWoods Whistler", 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, noncommercial tennis courts and swimming pools and facilities for exercise equipment.

The minimum parcel size is 0.2 hectares and the total number of strata lots may not exceed 108. No more than one dwelling and one auxiliary dwelling unit located within a single family dwelling or within an auxiliary building may be located on a parcel. Any auxiliary dwelling unit must not exceed 75 square meters in area. The floor area for a principal dwelling is determined on the basis of the parcel area times 0.02 but;

- (i) if the parcel is less than 0.4 hectares the maximum floor area shall be 430 square meters;
- (ii) if the parcel is more than 0.4 hectares but less than 0.6 hectares the maximum floor areas shall be 550 square meters; and
- (iii) if the parcel is more than 0.6 hectares the maximum floor areas shall be 650 square meters.

For any parcel on which an auxiliary dwelling unit is constructed within an auxiliary building the maximum floor areas of the principal dwelling shall be reduced by 75 square meters.

Siting requirements for structures and restrictions on parcel coverage are set out in the Zoning Bylaw.

No exterior storage of any kind is permitted. 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 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 Bylaw and the Phased Development Bylaw 1079 are available for review at the municipal offices of the District located at 1350 Aster Street, Pemberton, B.C. with the Director of Legislative and Corporate Services Department of Planning and Development or on line on the web page for the District."

- (g) Section 2.4 is deleted and replaced with the following:

"The Development is a six phased development. This Disclosure Statement relates to the Phase One Strata Lots (12) and the Phase Two Strata Lots (24) which comprise Phase One and Phase Two of the Strata Corporation.

If the Developers elect to proceed with Phase 3 it will comprise 15 Strata Lots.

If the Developers elect to proceed with Phase 4 it will comprise 24 Strata Lots.

If the Developers elect to proceed with Phase 5 it will comprise 20 Strata Lots.

If the Developers elect to proceed with Phase 6 it will comprise 13 Strata Lots and the total number of all strata lots would be 108.

A copy of the Form P Phasing Declaration approved by the Approving Officer and filed with the Phase One Strata Plan in the Land Title Office under Number BB1180553 is attached as Exhibit "M" along with the Amended Phased Strata Plan Declaration filed under number CA2642905. The Form P Phasing Declaration has been further amended by the Amended Phased Strata Plan Declaration filed under number CA 5672793 and a copy is attached as Exhibit "M1" (collectively, the "**Phasing Declaration**").

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 31, 2012 |
| Phase 3 | June 30, 2018 |
| Phase 4 | June 1, 2020 |
| Phase 5 | June 1, 2022 |

| | |
|---------|--------------|
| Phase 6 | June 1, 2023 |
|---------|--------------|

The Developers may elect not to proceed with any subsequent phase of the Development 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 three, four, five and six:

- (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; and
- (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 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 three the common facilities in Phase three 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 four the common facilities will include an all-purpose outdoor sports court located approximately as shown on the sketch plan attached hereto as Schedule "H".

Prior to approval by the Approving Officer of the Strata Plan for Phase One 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 in all phases of the Development.

If the Developers elects not to proceed with Phase three, Phase four, Phase five or Phase six, 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.

In the event that the Developers elect not to proceed with any one or more of Phases three four, five and six, 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 so long as such use does not exceed the maximum usage established by the approved design criteria for those systems.”

(h) Section 3.1 is modified to add as Exhibit “D1” the proposed Form V Schedule of Unit Entitlement for Phase 2;

(i) Section 3.2 is modified to add as Exhibit “E2” the proposed Form W Schedule of Voting Rights for Phase 2;

(j) Section 3.3 is deleted and replaced with the following:

“The common facilities in Phase One are the mail kiosk and the garbage structure. There will not be any common facilities in Phase Two.”

(k) Section 3.6 is deleted and replaced with the following:

“No portions of the common property in Phase One or Phase Two have been designated by the Developers for parking. All parking in Phase One or Phase Two will be within the boundaries of the Strata Lots. If the Developers provide the Amenities in Phase Three 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.”

(l) Section 3.7 is deleted and replaced with the following:

“A copy of the current annual budget for the Strata Corporation and the monthly maintenance of each Phase One Strata Lot is attached as Exhibit “B” and the proposed budget for the Phase Two Strata Lots is attached as Exhibit “B1”. The budgets attached as Exhibits “B” and “B1” are collectively called the “**Budget**”.”

(m) Section 3.8 (a) is deleted and replaced with the following:

“(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 and has applied to the Comptroller of Water Works (the “Comptroller”) for an extension to the CPCN for the New Strata Lots.

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 “Q1”. The

Developer has applied for an increase in the tariff of rates and if approved by the Comptroller then the rates commencing April 1, 2017 will be \$80.00 per month.

A Revenue Deficit Reserve Fund in an amount acceptable to the Comptroller of Water Rights has been created. When the Water System is transferred to the Strata Corporation the monies in the Revenue Deficit Reserve Fund will be returned to the Developers.

The Developers 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 50% of all strata lots have been sold and with the consent of the Comptroller 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 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.

The Developer has had discussions with respect to the relocation of the Waldorf School on lands located immediately to the north of the Strata Corporation and subject all required approvals or consents from the Comptroller may negotiate an agreement enabling the relocated Waldorf School to utilize the existing the Water System. Any agreements would be subject to the issuance of all required regulatory consents and will require payment by Waldorf School for water and/or use 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."

- (n) Section 3.8 (c) is amended by adding the following as the last paragraph of that section;

"The Developer has had discussions with respect to the relocation of the Waldorf School on lands located immediately to the north of the Strata Corporation to utilize the existing the Sewage System. Any agreement would be subject to the issuance of all required regulatory consents and approvals and will require payment by Waldorf School for use of the Sewage System."

- (o) Section 3.9 is deleted and replaced with the following;

"The Strata Corporation has elected to self manage the affairs of the Strata Corporation and will not retain the services of a third party manager."

- (p) Section 4.1 is deleted and replaced with the following:

"4.1 Legal Description

The Development comprises the Phase One Strata Lots and the Phase Two Strata Lots 13-36. Full legal descriptions for each Phase One Strata Lot and the Lands are set out on Exhibit "S1".

The Phase Two Strata Lots 13 to 36 will be a portion of the Lands."

- (q) Section 4.2 is deleted and replaced with the following:

"4.2 Ownership

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

- (r) Section 4.3 Existing Encumbrances and Legal Notations is deleted and replaced with the following

"As of the date of this disclosure statement the following legal notations, charges and encumbrances are registered against title to the Lands and all or some of the Phase One Strata Lots as indicated:

- (a) As to the Lands and the Phase One Strata Lots: Phase One Strata Lots:

(i) Legal Notations

BB1180553

Phased Strata Plan Declaration (as amended in the case of the Lands – see below).

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, which expires November 30, 2011.

(ii) Charges

364958M

Right of Way in favour of BC Hydro and Power Authority with respect to various portions of a previous parcel. The areas in which Hydro can

construct and maintain towers and wires do not extend into the Lands or the Phase One Strata Lots; however, certain ancillary rights do encumber the Lands and the Phase One Strata Lots, including the right to clear trees, construct roads and pass over the Lands and the Phase One Strata Lots as necessary to maintain the right of way area.

BB1225303 Section 219 Covenant in favour of the District which has been superseded with the Section 219 Covenant registered under number CA5158365 described below. The Developer will request a discharge of this Covenant from the District.

BB1253371

Section 219 Covenant 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 23. 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 to Hydro, the rights of way allow 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 to Telus, the rights of way allow the 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. The right of way area is shown on Plan BCP42791, a copy of which is attached hereto as Exhibit "N". The right of way allows 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.

BB1186415 and 1186416

Mortgage and Assignment of Rents in favour of Mountain Adventure Ltd. which will be discharged from title of each Strata Lot upon its transfer to a

purchaser.

(b) As to the Lands only:

(i) Legal Notations

CA2642905 and CA5672793

Amended Phased Strata Plan Declaration, a copy of which is attached as Exhibit "M1".

BB1493087

Notice of Permit under Part 26 of the Local Government Act which expires June 25, 2015.

BB3019906 and LB418628

Notices of Permits under Part 26 of the Local Government Act.

CA4124535

Notice of Permit under Part 26 of the Local Government Act which expires June 23, 2017.

CA5688769

Notice of Interest, Builders Lien Act.

(ii) Charges

B77188

Right of Way in favour of BC Hydro and Power Authority permitting installation, maintenance, repair and replacement of works for the transmission and distribution of electricity.

BB1225298

Statutory Right of Way 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 and 5, Strata Plan BCS3916 and Strata Lot 4.

BB1180575

Statutory Right of Way in favour Wedge Water Works Ltd. which may be discharged concurrently with or prior to filing the Preliminary Strata Plan for Phase Two.

CA3110110

Rent Charge in favour of 28165 Yukon Inc., a copy of which is attached

as Exhibit "Q". The rent charge secures payment of the annual water availability fee and User's Fees as described in the Rent Charge.

CA4433571

Section 219 Covenant in favour of the District. Requires use of a specified covenant area, within a statutory right of way in compliance with the Geotechnical Report prepared by GeoPacific Consultants

CA5158365

Section 219 Covenant in favour of the District restricting development of the Lands to 96) parcels, (in addition to the 12 strata lots in phase 1 establishing the maximum floor area of each dwelling to be constructed on a strata Lot and providing and setting out restrictions on development including the requirement for a Qualified Environmental Profession during construction who must provide an environmental, monitoring report, collection and reuse of top soil, building permit application must be accompanied by approvals required under the Building Scheme, restriction on access gates, certificate of qualified professional that the lands may be used for its intended use. The Subdivision Plan and Geotechnical and Flood Hazard Report and update prepared by Trow Associates are schedules to the Covenant. A copy of the Restrictive Covenant is attached as Exhibit "P".

CA5567354

Claim of Builders Lien registered October 11, 2016 by Lethbridge Millwright & Welding Ltd which will be discharged from title of each Strata Lot upon its transfer to a purchaser

(c) As to the Phase One Strata Lots only:

(i) Legal Notations

BB1180573

Restrictive covenant annexed to the common property of the Phase One Strata Lots 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 such trees or vegetation 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 such removal 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.

(ii) Charges

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., a 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.

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 a 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

See description under Legal Notations above.

BB1180586

Section 219 Covenant in favour of the District and the Province of British Columbia as represented by the Ministry of Transportation and Infrastructure 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”.

BB1180588

Rent charge with respect to the Water System, in the form attached as Exhibit “Q”. The rent charge secures payment of the annual water availability fee and the fee for water use as further described in the rent charge.

CA3110112

Rent charge with respect to the Sewage System, in the form attached as Exhibit “R1”. The rent charge secures payment of annual fees and other charges in respect of the Sewage System as further described in the rent charge.

(d) As to the Lands and Strata Lot 12 only:

(i) Legal Notations

None.

(ii) Charges

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.

CA3110108

Statutory Right of Way in favour of Wedgemount Power (GP) Inc. which allows the construction, operation, maintenance and replacement of buildings, structures, equipment and works required for the transmission of energy from Wedgemount Creek.

CA4522640

Mortgage of Statutory Right of Way CA3110108 in favour of Travelers Capital Corporation.

(e) As to Strata Lot 12 only:

(i) Legal Notations

None.

(ii) Charges

BB1225301

Section 219 Covenant in favour of the District over those portions of Strata Lot 12 shown on Plan BCP42863 for a Highway Buffer Area and a Riparian Area, each as defined therein. The Highway Buffer Area is those portions of Strata Lot 12 lying no less than 20 metres on both sides of Highway 99. The Highway Buffer must be preserved in its natural state and 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 Riparian Area is those areas which are no less than 30 metres from the natural boundary on both sides of 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 Strata Lot 12. The Riparian Area must be preserved in its natural state and no vegetation may be removed unless it constitutes a fire hazard. The only permitted improvements are those allowed under the Zoning Amendment Bylaw 1036, 2007 and the improvements must be constructed so as to cause a minimum of disturbance to the natural drainage patterns of Strata Lot 12. No soil may be removed from or placed on the Riparian Area and no pesticides, herbicides or other

deleterious substances may be used on Strata Lot 12.”

(s) Section 4.4 Proposed Encumbrances is deleted and replaced with the following:

“(a) Encumbrances proposed in connection with Phase 2

- (i) As a condition of the Preliminary Layout Approval described in Section 6.1, an easement over portions of the Common Property providing access to the remainder of the Lands following the creation of the Phase Two Strata Lots, whether or not the Developer proceeds with subsequent phases of the Development.
- (ii) A Section 219 Covenant in favour of the Ministry of Transportation prohibiting construction within the covenant area. The Covenant Area will be the portions of the Lands designated for use as a common area roadway.
- (iii) A rent charge with respect to the Sewer System, substantially in the form attached as Exhibit “R2”, against title to each Phase Two Strata Lot. The rent charge secures payment of the availability fee and the unexpected costs as described in the Rent Charge.
- (iv) A rent charge with respect to the provision of water, substantially in the form attached as Exhibit “Q1”.
- (v) A Section 219 Covenant in favour of the District prohibiting building on a Strata Lot unless the Strata Lot is first serviced by an advanced wastewater treatment plan.
- (vi) Declaration of Building Scheme, substantially in the form attached as Exhibit “L1” with such amendments as may be required by the District.
- (vii) Section 219 Covenant in favour of the District and the Province as represented by the Minister of Transportation, substantially on the same terms and conditions as the covenant registered under number BB1180571 and described above.
- (viii) Statutory Rights of Way charging the Common Property of the Strata Corporation in favour of the 28165 Yukon Inc. and the Utility Company permitting installation, maintenance, repairs and replacements of all works, structures and improvements required for the provision of water and sewage treatment and disposal.
- (ix) If required as a condition of approval of the Strata Plan by the approving officer a Section 219 Covenant in favour of the District and the Province as represented by the Minister of Transportation, substantially on the same terms and conditions as the covenant registered under number BB1180586 and described above, prohibiting the construction of buildings on the Strata Lots outside the prescribed building envelopes, which are shown on Exhibit “K1”.

- (x) Access and utilities easements charging Strata Lots 20 and 21 in favour of Strata Lots 20, 21 and 22 and charging Strata Lot 26 in favour of Strata Lot 27. The easement will permit placement and maintenance of a driveway within the easement areas for access with and without motor vehicles and the placement, maintenance and works required for the provision of utilities. Portions of the easement areas may be used as snow dumps by the Strata Corporation. The Developer will install the driveway and works for utilities at its cost. The costs of maintaining the easement areas and any works will be shared equally by the Strata Lots entitled to use the same.
 - (xi) A Rent Charge in favour of 28165 Yukon Inc. with respect to the provision of water charging the remainder of the Lands after filing the Phase 2 Strata Plan.
- (b) Encumbrances proposed in connection with Phases 3 through 6 are
- Easements charging the Lands in favour of the Strata Corporation providing access to those portions of the Lands intended to be designated as common area roads in Phases 4 to 6 of the Strata Corporation and for works required for the provision of utilities.
- (t) Section 5.1 is deleted and replaced with the following:
- “Installation of the services and utilities for the Phase One Strata Lots was completed prior to June 30, 2010. Installation of the services and utilities for the Phase Two Strata Lots will be completed between May 1, 2017 and July 31 2017.”
- (u) Section 6.1 is deleted and replaced with the following:
- “The Phase One Strata Plan was deposited in the Land Title Office on August 17, 2010 concurrently with the deposit of the Form P Phasing Declaration. The Approving Officer for the Ministry of Transportation issued a Proposed Subdivision Preliminary Layout Approval on December 8, 2016.”
- (v) Section 7.2 is deleted and replaced with the following:
- “The Developer intends to use the form of Purchase Agreement attached as Exhibit “C1” for the sale of the Phase 1 Strata Lots or such other agreement which is acceptable to the Purchaser and the Developer intends to use the form attached as Exhibit “C2” for the Phase 2 Strata Lots (“Phase 2 Purchase Agreement”).

As required by the Superintendent of Real Estate, certain provisions in the Phase 2 Purchase Agreement are described below. However, purchasers should read the Phase 2 Purchase Agreement before signing it and should not rely solely on the description below. Where there is a difference between the information in this Disclosure Statement and the executed Phase 2 Purchase Agreement, the Purchase Agreement will prevail.

All goods and services tax payable with respect to the purchase and sale of a Strata Lot will be for the account of the Purchaser.”

(a) Termination Provisions.

Under section 2 of Schedule A of the Purchase Agreement, if the Completion Date (as defined therein) has not occurred by the specified outside completion date (the “**Outside Completion Date**”), the Purchase Agreement will be terminated unless the Phase 2 Purchase Agreement is extended by agreement or as provided in the Phase 2 Purchase Agreement.

(b) Extension Provisions.

Section 2 of Schedule A to the Purchase Agreement provides that if the Developer is delayed from time to time in completing construction of the Development as a result of events or circumstances beyond the Developer’s control, the time in which the Developer must do anything under the Purchase Agreement is extended for a period equivalent to the period of delay, and specifically the Outside Completion Date is extended for such period.

There are no provisions in the Purchase Agreement which allow the purchaser to require or refuse an extension of the Completion Date or which allows the Developer to seek a fee or increased purchase price in order to agree to any such extension.

(c) Assignment Provisions.

A purchaser may not assign the purchaser’s interest in the Phase 2 Purchase Agreement without the written consent of the Developer and payment of a fee to the Developer. If the assignment is to a spouse, a parent, corporation owned by the Purchaser, or to an adult child of the Purchaser or a corporation wholly owned by the Purchaser then the Purchaser is required to provide a statutory declaration identifying the relationship of the proposed assignee to the Purchaser and the Purchaser will be required to pay an administrative fee of \$500 to the Developer.

(d) Interest on Deposits.

Under section 1 of Schedule A to the Phase 2 Purchase Agreement, interest on deposit monies, if any, will be for the benefit of the Purchaser unless the Purchaser defaults in any of the Purchaser’s obligations under the Purchase Agreement, in which case interest, if any, will be paid to the Developer. In any event, there is no obligation on the Developer to invest deposit monies in an interest-bearing account.

Each prospective purchaser who wishes to purchase a Strata Lot must, after receiving and reviewing this Disclosure Statement, execute the Purchase Agreement, pay the initial deposit to the Developer’s Solicitors “in trust” concurrently with submitting the Purchase Agreement to the Developer’s agent for acceptance, and pay all other deposits and 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, bank draft or money order acceptable to the Developer and the party receiving the same in trust."

- (w) Section 7.3 is deleted and replaced with"

"No commitments."

- (x) Section 8 is deleted and replaced with the following:

"The exhibits attached to this Disclosure Statement are as follows:

| | |
|--------------|---|
| Exhibit "A" | Phase One Strata Plan |
| Exhibit "A1" | Proposed Phase Two Strata Plan (Preliminary) |
| Exhibit "B" | Current Budget |
| Exhibit "B1" | Proposed Budget for the Phase Two Strata Lots |
| Exhibit "C1" | Purchase Agreement for the Phase One Strata Lots |
| Exhibit "C2" | Purchase Agreement for the Phase Two Strata Lots |
| Exhibit "D" | Schedule of Unit Entitlement for the Phase One Strata Lots |
| Exhibit "D1" | Proposed Schedule of Unit Entitlement for the Phase Two Strata Lots |
| Exhibit "E1" | Schedule of Voting Rights |
| Exhibit "E2" | Schedule of Voting Rights for Phase 2 |
| Exhibit "G" | Sketch Plans of Common Facilities in Phase Three |
| Exhibit "H" | Sketch Plans of Common Facilities in Phase Four |
| Exhibit "I" | Rental Disclosure Statement |
| Exhibit "K1" | Sketch Plan of Building Envelopes, |
| Exhibit "L" | Building Scheme |
| Exhibit "L1" | Building Scheme |
| Exhibit "M" | Form P Phasing Declaration |
| Exhibit "M1" | Amended Phased Strata Plan Declaration |
| Exhibit "N" | Reference Plan of Statutory Right of Way in favour of BC Hydro |
| Exhibit "O" | Archaeological Covenant |
| Exhibit "P" | Conservation and Design Covenant |
| Exhibit "Q" | Rent Charge for Water (existing) |
| Exhibit "Q1" | Rent Charge for Water (proposed) |
| Exhibit "R1" | Rent Charge for Sewer (existing) |
| Exhibit "R2" | Rent Charge for Sewer (proposed) |
| Exhibit "S1" | Legal Description of Phase One Strata Lots and the Lands |
| Exhibit "T" | Revised Architectural Guidelines |

2. Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this First Amendment to Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this First Amendment to Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this First Amendment to 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 January 4, 2017.

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.

FORNACIS LTD.

Per: 

Authorized Signatory

Per: 


Authorized Signatory


GEMINORUM LTD.


Per: 
Authorized Signatory


Per: 
Authorized Signatory

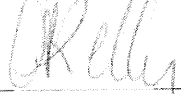
DIRECTORS OF FORNACIS LTD.
and / or Authorized Signatory



Tami Williams-Dorsett
Authorized Signatory



Ian Comins
Director

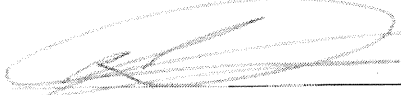

Theresa C. Haven-Adderley
Director


Jorge Borlandelli
Director


Lynn Kelly
Director


Anya Williamson
Authorized Signatory


Beecham Braynen
Director


Ian Atkins
Authorized Signatory

DIRECTORS OF GEMINORUM LTD.
and / or Authorized Signatory




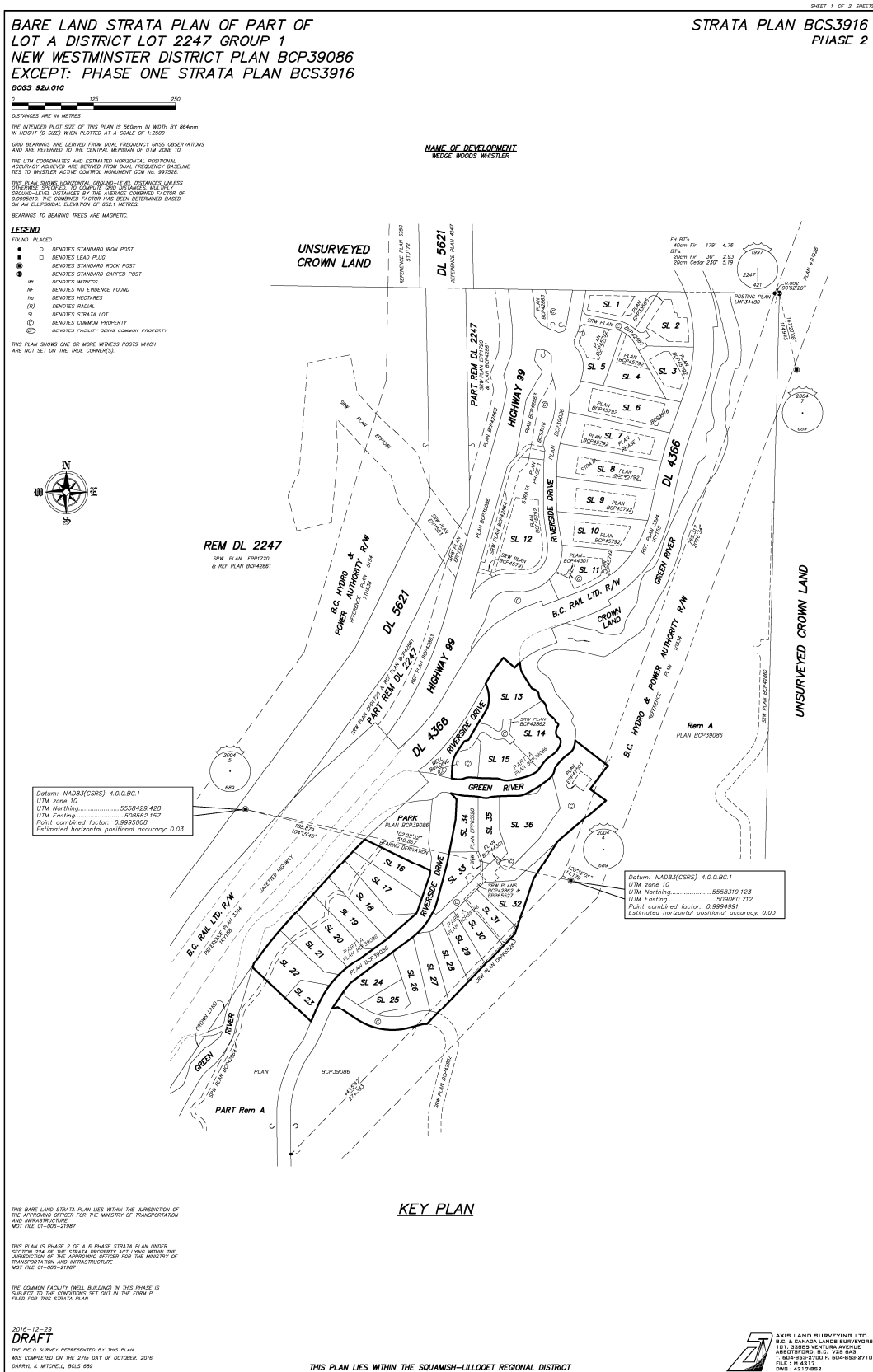

Tami Williams-Dorsett
Authorized Signatory
Ian Comins
Director
Theresa C. Haven-Adderley
Director
Jorge Borlandelli
Director
Lynn Kelly
Director
Anya Williamson
Authorized Signatory
Beecham Braynen
Director
Ian Atkins
Authorized Signatory

EXHIBIT “A1”



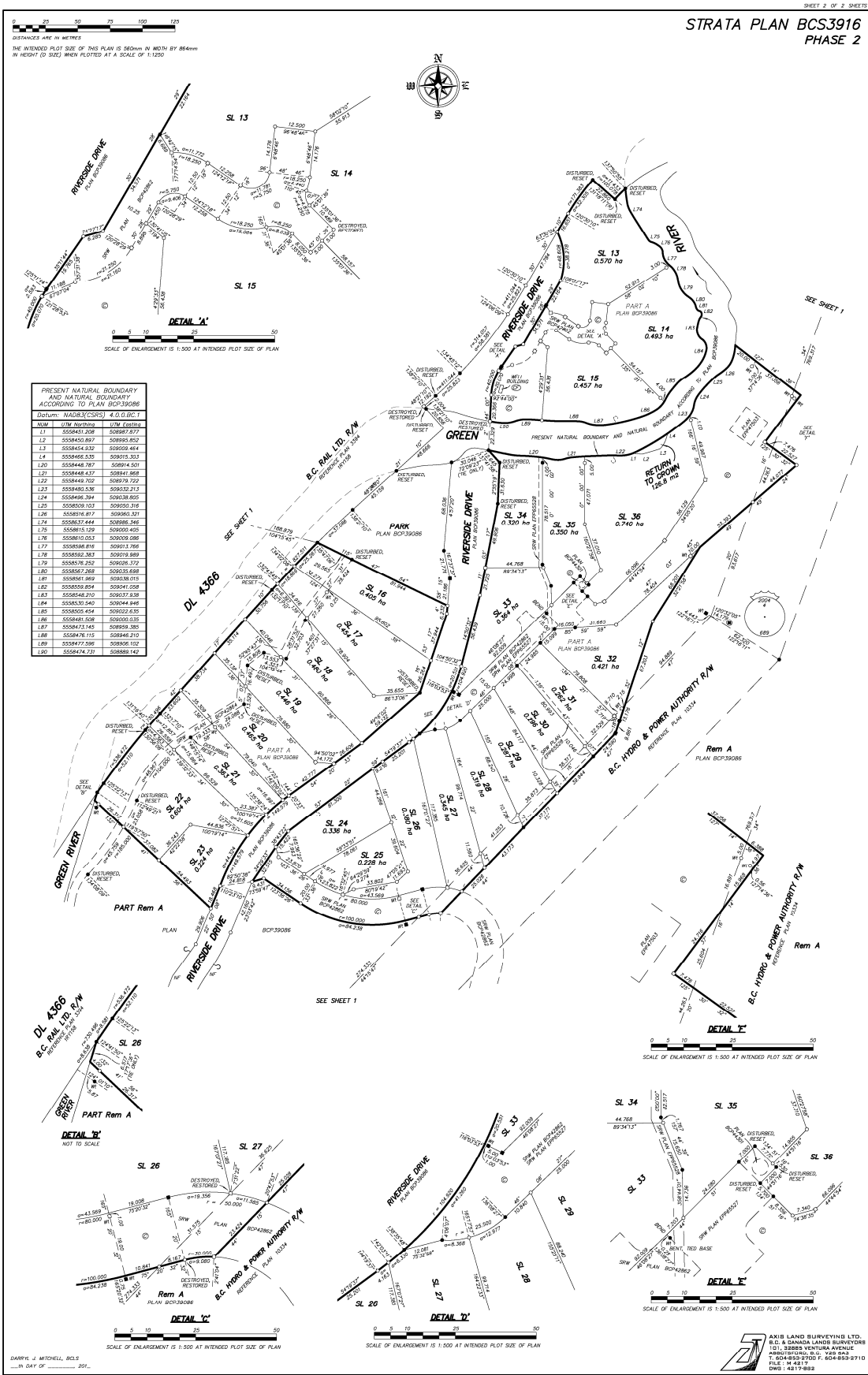


EXHIBIT "B1"**WedgeWoods Whister - Strata Corporation BCS3916
Phase One & Two**

| | October 1, 2016 | |
|-------------------------------|---------------------------|--------------|
| | September 30, 2017 | |
| | Proposed | Per |
| | Budget | Month |
| INCOME | | |
| Strata Fees | 37,584 | 3132 |
| EXPENSES | | |
| Bank Service Charges | \$320 | \$27 |
| Insurance | \$3,600 | \$300 |
| Management and Accounting | \$4,050 | \$338 |
| Meeting Expenses | \$180 | \$15 |
| Legal | \$750 | \$63 |
| Office | \$150 | \$13 |
| Repairs and Maintenance | \$1,540 | \$128 |
| Snow Removal | \$6,700 | \$558 |
| Utilities - Garbage/Mail/Sign | \$430 | \$36 |
| Landscaping | \$5,200 | \$433 |
| Miscellaneous | \$300 | \$25 |
| Amenity Costs | \$0 | \$0 |
| Garbage | \$8,064 | \$672 |
| Other | \$2,542 | \$212 |
| Subtotal | \$33,826 | \$2,819 |
| Subtotal | \$33,826 | \$2,819 |
| Contingency Reserve | \$3,758 | \$313 |
| Total | \$37,584 | \$3,132 |
| Number of Lots | 36 | 36 |
| Per Lot | \$1,044 | \$87 |

EXHIBIT "C1"**PURCHASE AGREEMENT WEDGE WOODS PHASE 1
BARE LAND STRATA LOTS**

| "Vendor" | 28165 Yukon Inc. Burnaby B.C.V6E 1Z9 Telephone: (604) 540-1540 | BARE LAND STRATA LOT: Civic Address: | | | | | | |
|--|--|--|-----------------|----------|--|-------|-------|-------|
| "Purchaser" | <div>_____</div> <div>_____</div> <div>Telephone (Home): _____</div> <div>Telephone (Work): _____</div> <div>E-Mail: _____</div> <div>Fax: _____</div> <div>SIN #: _____</div> <div>Purchaser is a resident of _____ (country)</div> | <div>_____</div> <div>_____</div> <div>Telephone (Home): _____</div> <div>Telephone (Work): _____</div> <div>E-Mail: _____</div> <div>Fax: _____</div> <div>SIN #: _____</div> <div>Purchaser is a resident of _____ (country)</div> | | | | | | |
| "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 an electronic copy of the Disclosure Statement dated December 5, 2102, amended March 13, 2013 and January 4, 2017 (collectively the "Disclosure Statement") in accordance with section 8 of Schedule A of this Contract. | | <table border="1"> <tr> <th>Date of receipt</th> <th colspan="2">Initials</th> </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 _____, 2017 and upon acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by telecopy. | | | | | | | | |
| DATED: | _____, 2017 | | | | | | | |
| WITNESS: | Name _____ Address _____ witness as to all signatures _____ | PURCHASER _____ PURCHASER _____ | | | | | | |
| 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: | _____, 2017 | 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 Purchaser's 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 consented to and has received an electronic 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 any third party without the written consent of the Vendor, which may be withheld by the Vendor in its sole and absolute discretion,. 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.
10. Section 116 of the Income Tax Act

21921363.3 January 9, 2017 - 3:31 PM Purchase Agreement Wedge

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 "C2"

PURCHASE AGREEMENT WEDGE WOODS PHASE 2 BARE LAND STRATA LOTS

| | | | |
|---|---|--|----------|
| "Vendor" | 28165 Yukon Inc. Burnaby B.CV6E 1Z9 Telephone: (604) 540-1540 | 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 Strata Lot being purchased is the proposed Strata Lot _____, shown on the preliminary strata plan attached as an exhibit to the Disclosure Statement (as hereinafter defined), to be part of the WedgeWoods Whistler Development (the "Development") to be created as part of the parcel of land currently legally described as PID 027-752-330 Lot A District Lot 2247 Group 1 NWD Plan BCP39086 except Phase 1 Strata Plan BCS3916. | | |
| 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" | \$ _____ | | |
| "Completion Date" | See section 2 of Schedule A hereto | | |
| "Outside Completion Date" | See section 2 of Schedule A hereto | | |
| The Purchaser acknowledges receipt of an electronic copy of the Disclosure Statement dated December 5, 2012 amended March 13, 2013 and January 4, 2017 (collectively the "Disclosure Statement") in accordance with section 8 of Schedule A of this Contract. | | 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 _____, 2017 and upon acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by telecopy. | | | |
| DATED: | _____, 2017 | | |
| WITNESS: | _____ | PURCHASER | |
| | Name _____ | _____ | |
| | 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: | _____, 2017 | 28165 YUKON INC. Per: _____ |
|--------|-------------|------------------------------------|

SCHEDULE A

ADDITIONAL TERMS

1. Deposit. The Purchaser will pay the Deposit 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 Purchaser's Subject Conditions set forth on Schedule "D". 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 on any of the Purchaser's obligations hereunder, in which case the Vendor may, at its election, retain the 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. Payment of Purchase Price and Completion Date. The Purchaser will pay the balance of the Purchase Price by certified cheque or bank draft on the date (the "Completion Date") established by the Vendor or the Vendor's solicitors, by written notice to the Purchaser or the Purchaser's solicitors, as a date on which a separate title for the Strata Lot will have been issued by the British Columbia Land Title and Survey Authority (the "Land Title Office"), provided that the Vendor or the Vendor's Solicitors will give not less than 14 days' notice thereof. The notice of the Completion Date delivered to the Purchaser or the Purchaser's solicitors may be based on the Vendor's estimate as to when a separate title for the Strata Lot will have been issued, and if on the Completion Date so established a separate title has not been issued for the Strata Lot, then the Vendor may delay the Completion Date from time to time as required by the Vendor until a separate title has been issued, by notice of such delay to the Purchaser or the Purchaser's solicitors, provided that the Vendor will give the Purchaser or the Purchaser's solicitors not less than 2 days' notice of such extended Completion Date. If the Completion Date has not occurred within one year of the date of the acceptance of this Offer by the Vendor (the "Outside Completion Date"), this Agreement will be terminated unless all parties agree in writing to extend, provided that, if the Vendor is delayed from depositing the strata plan creating title to the Strata Lot (the "Strata Plan") as a result of any event or circumstance whatsoever beyond the reasonable control of the Vendor, then the Outside Completion Date will be extended for a period equivalent to such period of delay. The Vendor currently estimates that the Closing Date will occur between May 1, 2017 and July 1, 2107 (the "Estimated Date Range"). The Purchaser acknowledges that there are many factors that impact the length of time required to construct a development and that the Estimated Date Range is provided as a matter of convenience only. The Purchaser further acknowledges that the Estimated Date Range is not legally binding on the Vendor and the Completion Date will be determined as set out above and the Completion Date may be sooner or later than the Estimated Date Range.

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. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of potential builders' lien claims (the "Lien Holdback") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia), with interest for the benefit of the Vendor, solely in respect of builders' lien claims registered in the Land Title Office in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (i) the 56th day after the Completion Date and (ii) the 56th day after the date of issuance of the certificate of completion under the *Builders Lien Act* for the general construction contract for Phase 2 of the Development, the Lien Holdback plus interest earned thereon less the amount representing builders' lien claims filed against the Property of which the Purchaser or the Purchaser's solicitor notify the Vendor's Solicitors in writing by 1:00 p.m. that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.

5. Completion/Risk/Time. The Purchaser's solicitors will prepare and deliver the required Form A Transfer (the "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 consent to and has received an electronic 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 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 any third party without the written consent of the Vendor, which may be withheld by the Vendor in its sole and absolute discretion. 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.
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.

Vendor's Subject Condition.

The Vendor's obligation to complete the transactions contemplated by this Contract is subject to the condition (the "Vendor's Subject Condition"), which is for the sole benefit of the Vendor, that on or before the Outside Completion Date it has obtained all consents and approvals required from any governmental authority or entity, including but not limited to the Provincial Ministry of Transportation, the approving officer and the Squamish Lillooet Regional District, to enable the Developer to register in the Land Title Office the Strata Plan and the Form P Phasing Declaration.

Binding Contract.

If the Purchaser advises the Vendor in writing on or before the Purchaser's Subject Condition Removal Date that the Purchaser's Subject Condition is satisfied or waived and the Vendor advises the Purchaser in writing on or before the Outside Completion Date that the Vendor's Subject Condition is satisfied or waived, then this Contract will become an unconditional contract for the purchase and sale of the Property. If either party does not deliver written notice that its subject condition has been satisfied or waived by the applicable date, 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 Contract.

EXHIBIT "D1"

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

Re: Strata Plan BCS3916

being a strata plan of: Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086
 Except Phase One Strata Plan BCS3916

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* * |
|---------------------------------|-----------|--------------------------------|------------------|---------------------------------|
| 13 | 2 | 0.570 | 1 | |
| 14 | 2 | 0.493 | 1 | |
| 15 | 2 | 0.457 | 1 | |
| 16 | 2 | 0.405 | 1 | |
| 17 | 2 | 0.454 | 1 | |
| 18 | 2 | 0.480 | 1 | |
| 19 | 2 | 0.446 | 1 | |
| 20 | 2 | 0.465 | 1 | |
| 21 | 2 | 0.363 | 1 | |
| 22 | 2 | 0.604 | 1 | |
| 23 | 2 | 0.224 | 1 | |
| 24 | 2 | 0.336 | 1 | |
| 25 | 2 | 0.228 | 1 | |
| 26 | 2 | 0.380 | 1 | |
| 27 | 2 | 0.345 | 1 | |
| 28 | 2 | 0.319 | 1 | |
| 29 | 2 | 0.287 | 1 | |
| 30 | 2 | 0.296 | 1 | |
| 31 | 2 | 0.262 | 1 | |
| 32 | 2 | 0.421 | 1 | |
| 33 | 2 | 0.364 | 1 | |
| 34 | 2 | 0.320 | 1 | |
| 35 | 2 | 0.350 | 1 | |
| 36 | 2 | 0.740 | 1 | |
| Total number of lots: 24 | | Total unit entitlement: | 24 | |

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

Date: [month day, year].

.....
Signature of Owner Developer

.....
Signature of Superintendent of Real Estate
(If submitted under Section 264 of the Act)

EXHIBIT "E2"*Strata Property Act***FORM W
SCHEDULE OF VOTING RIGHTS***(Sections 245(b), 247, 248, 264)*

Re: Strata Plan BCS3916, being a strata plan of:

027-752-330

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

The strata plan is composed of 0 non-residential strata lots, and 24 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*.
- ☐ (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*.
- ☐ (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 or Nonresidential) | Sheet No. | Number of Votes |
|----------------|---|-----------|-----------------|
| 13 | Residential | 1 | 1 |
| 14 | Residential | 1 | 1 |
| 15 | Residential | 1 | 1 |
| 16 | Residential | 1 | 1 |
| 17 | Residential | 1 | 1 |
| 18 | Residential | 1 | 1 |

- 2 -

| | | | |
|---------------------------------|-------------|---------------------------|---|
| 19 | Residential | 1 | 1 |
| 20 | Residential | 1 | 1 |
| 21 | Residential | 1 | 1 |
| 22 | Residential | 1 | 1 |
| 23 | Residential | 1 | 1 |
| 24 | Residential | 1 | 1 |
| 25 | Residential | 1 | 1 |
| 26 | Residential | 1 | 1 |
| 27 | Residential | 1 | 1 |
| 28 | Residential | 1 | 1 |
| 29 | Residential | 1 | 1 |
| 31 | Residential | 1 | 1 |
| 31 | Residential | 1 | 1 |
| 32 | Residential | 1 | 1 |
| 33 | Residential | 1 | 1 |
| 34 | Residential | 1 | 1 |
| 35 | Residential | 1 | 1 |
| 36 | Residential | 1 | 1 |
| Total number of strata lots: 24 | | Total number of votes: 24 | |

Date _____, 2017

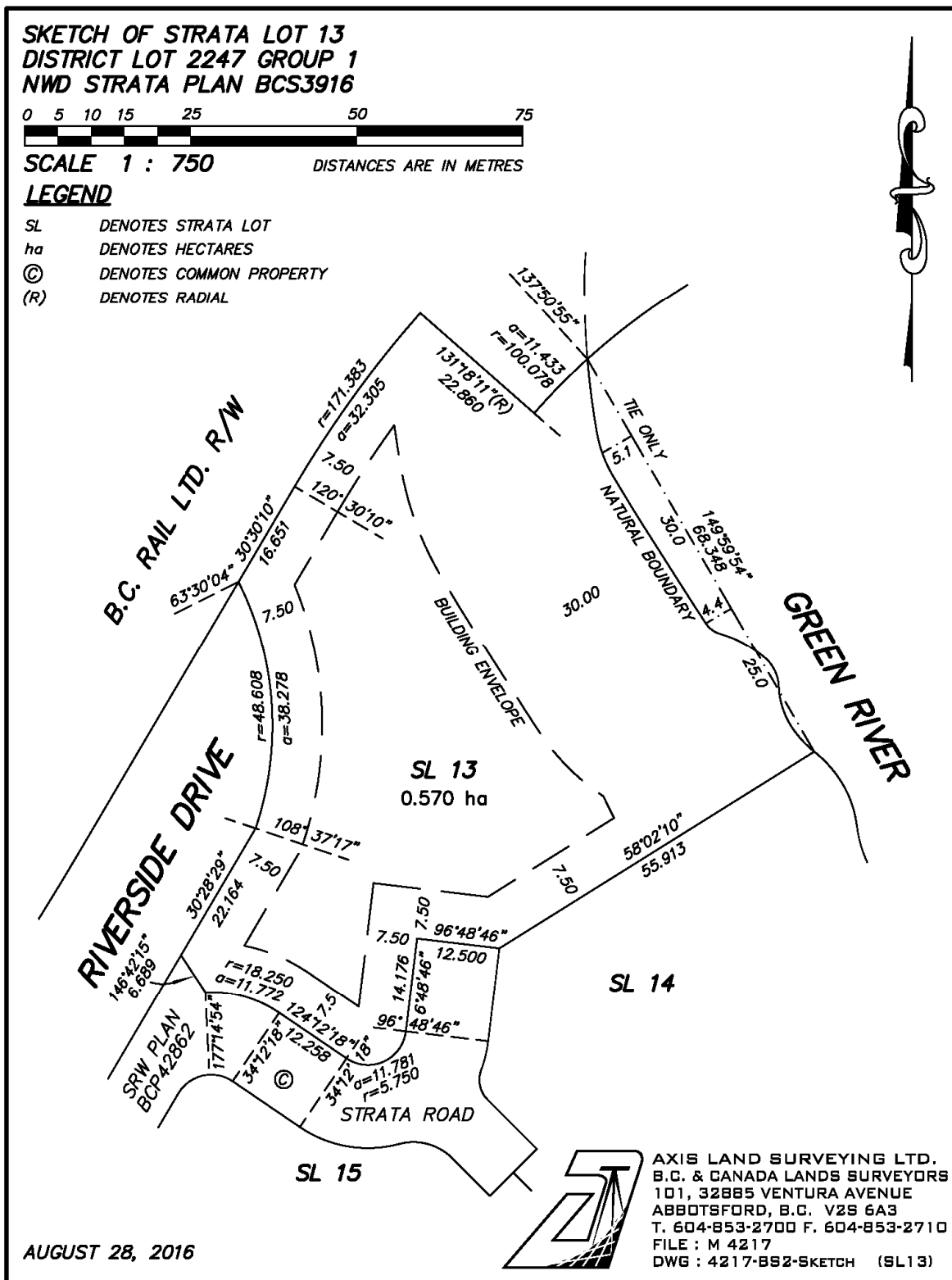
28165 YUKON INC., by its
Authorized Signatory

Signature of Owner Developer

4338775.2 January 3, 2017 - 12:40 PM

21970464.1 January 9, 2017 - 4:55 PM

EXHIBIT "K1"



**SKETCH OF STRATA LOT 14
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

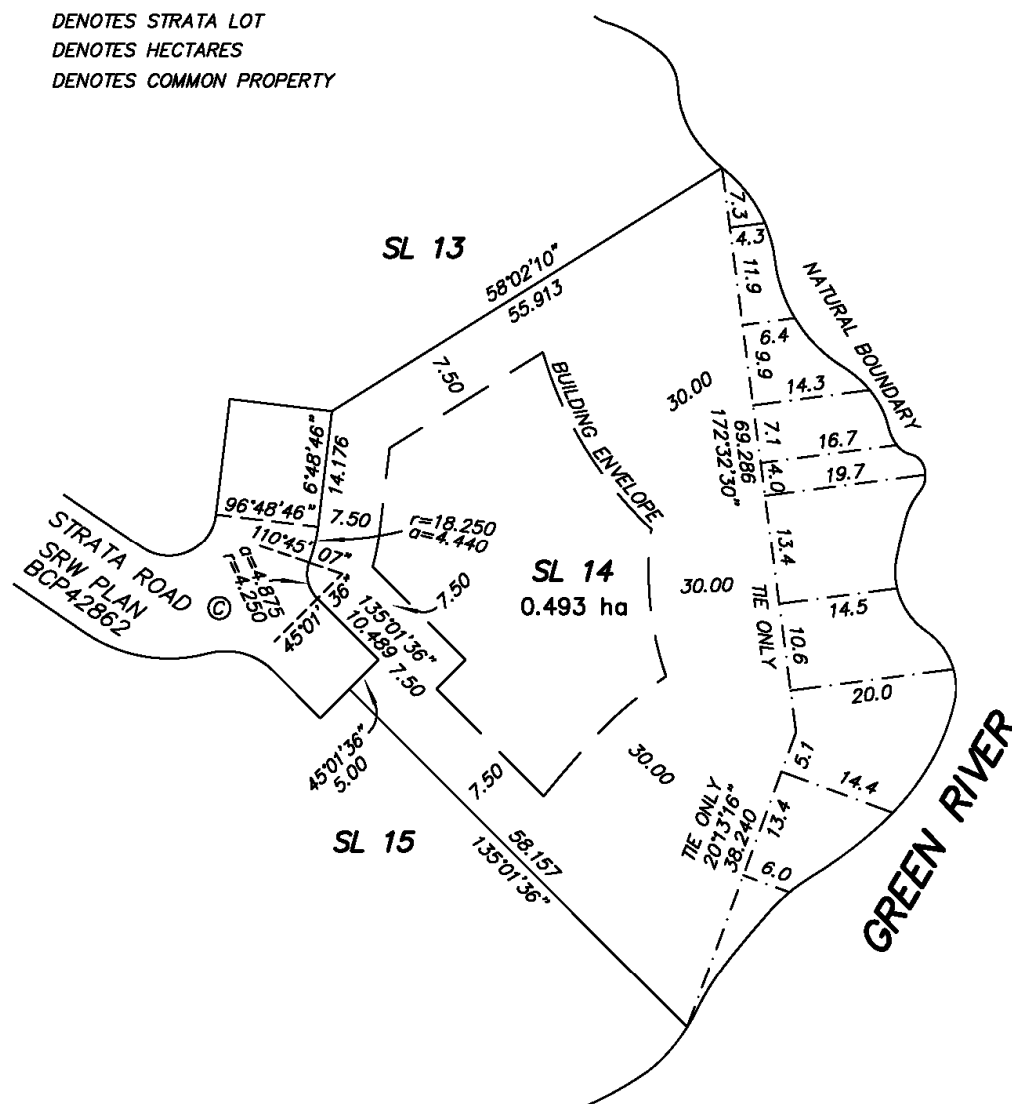


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

- SL DENOTES STRATA LOT
ha DENOTES HECTARES
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B.C. & CANADA LANDS SURVEYORS
101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-882-SKETCH (SL14)

**SKETCH OF STRATA LOT 15
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

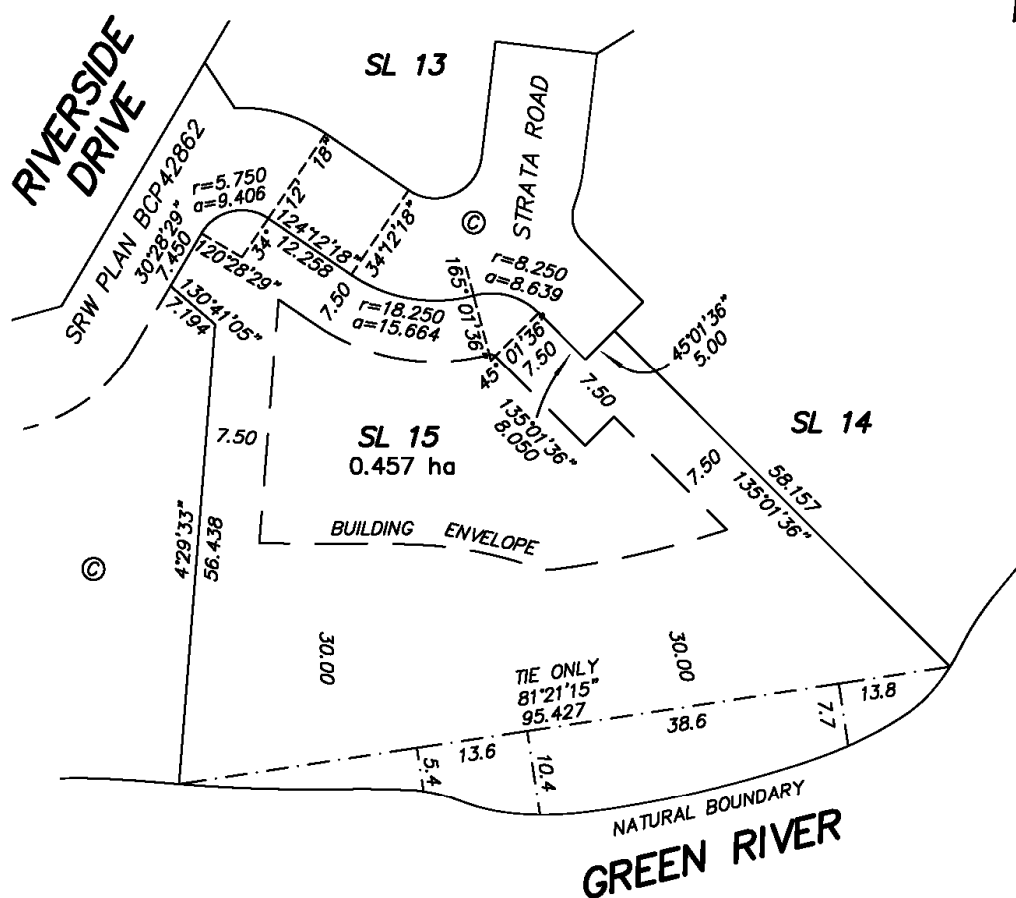


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

- SL DENOTES STRATA LOT
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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL15)

**SKETCH OF STRATA LOT 16
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

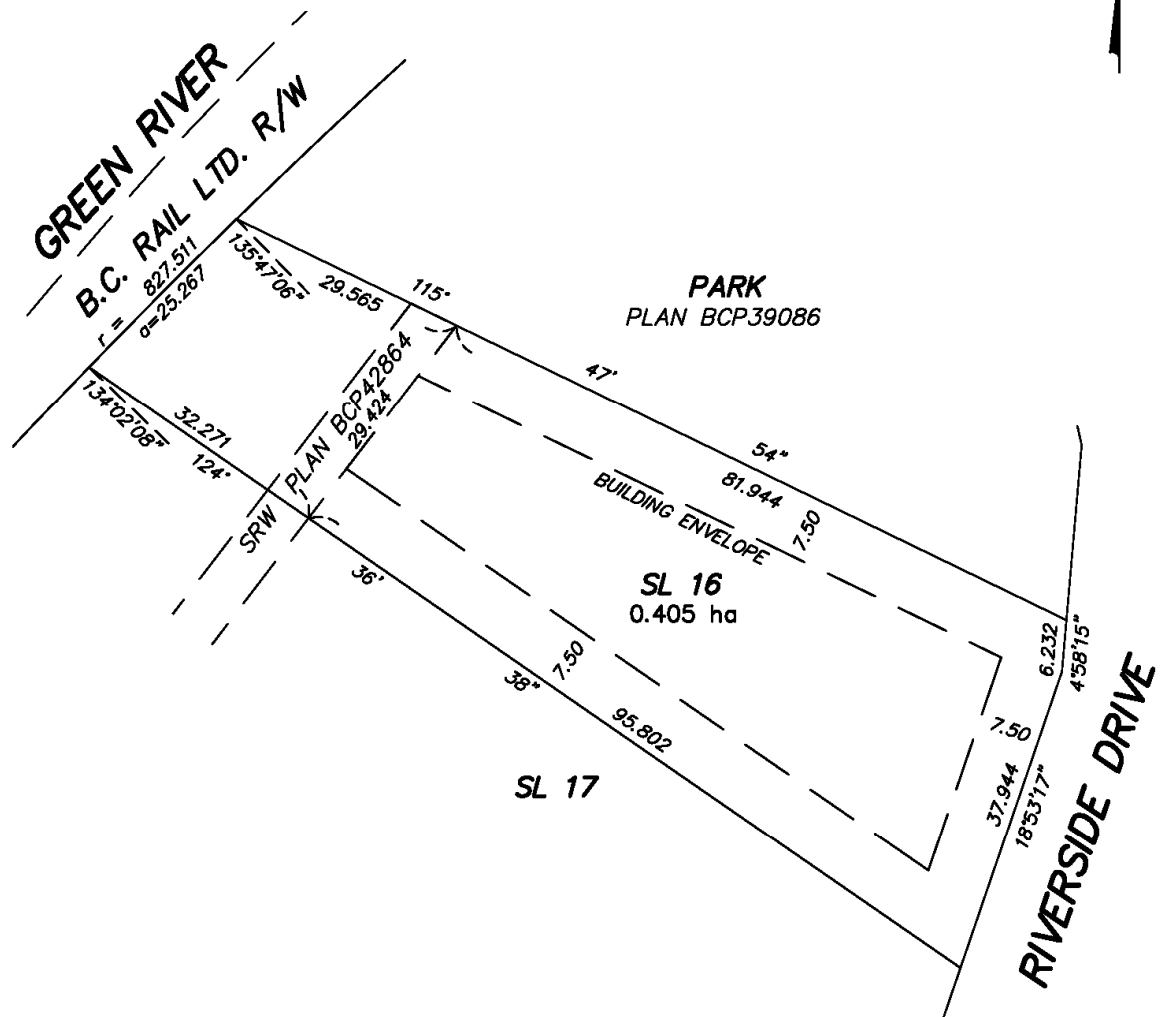


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL 16)

**SKETCH OF STRATA LOT 17
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

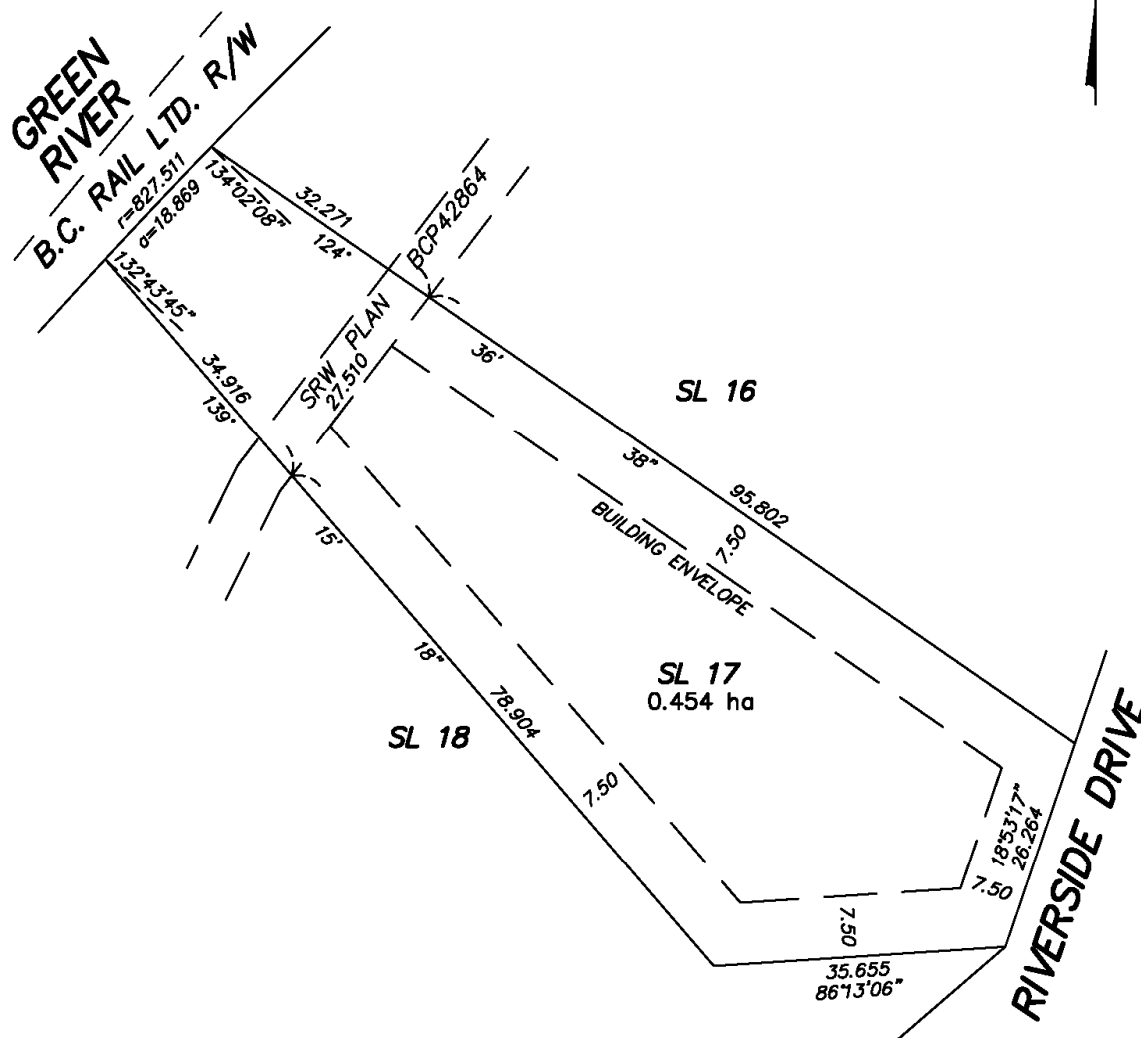


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

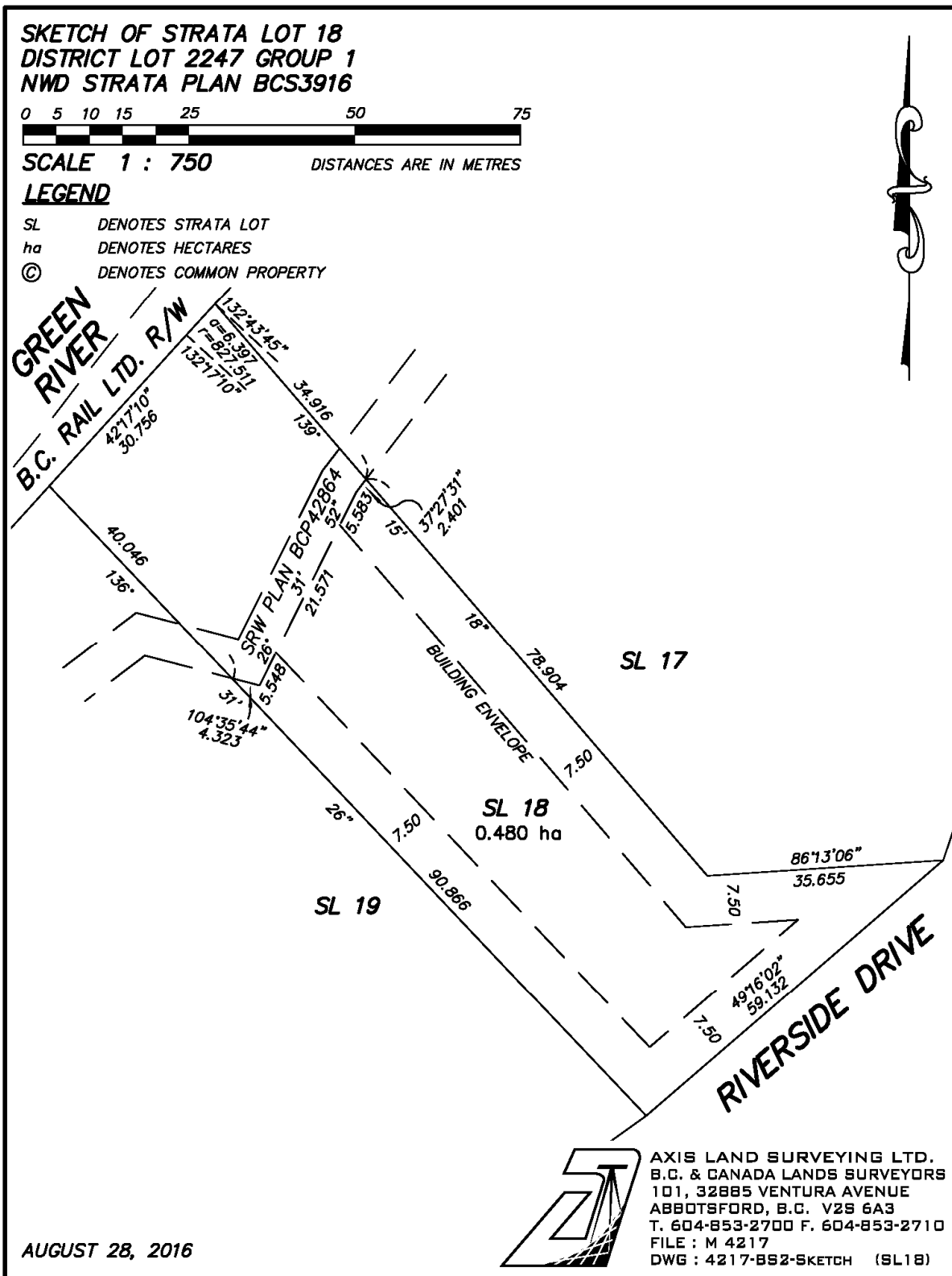
SL DENOTES STRATA LOT
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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B92-SKETCH (SL17)



**SKETCH OF STRATA LOT 19
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

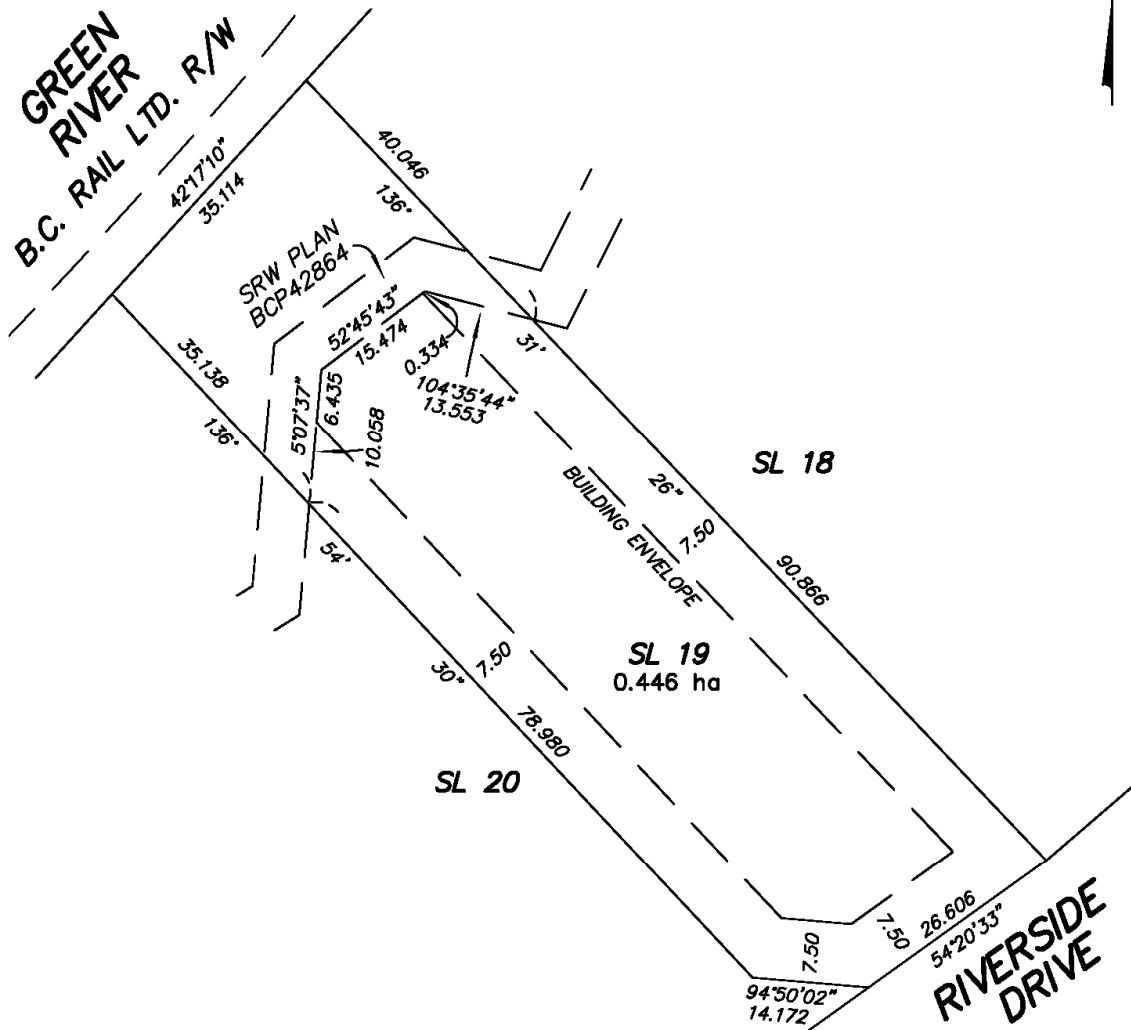
0 5 10 15 25 50 75

SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B82-SKETCH (SL19)

**SKETCH OF STRATA LOT 21
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

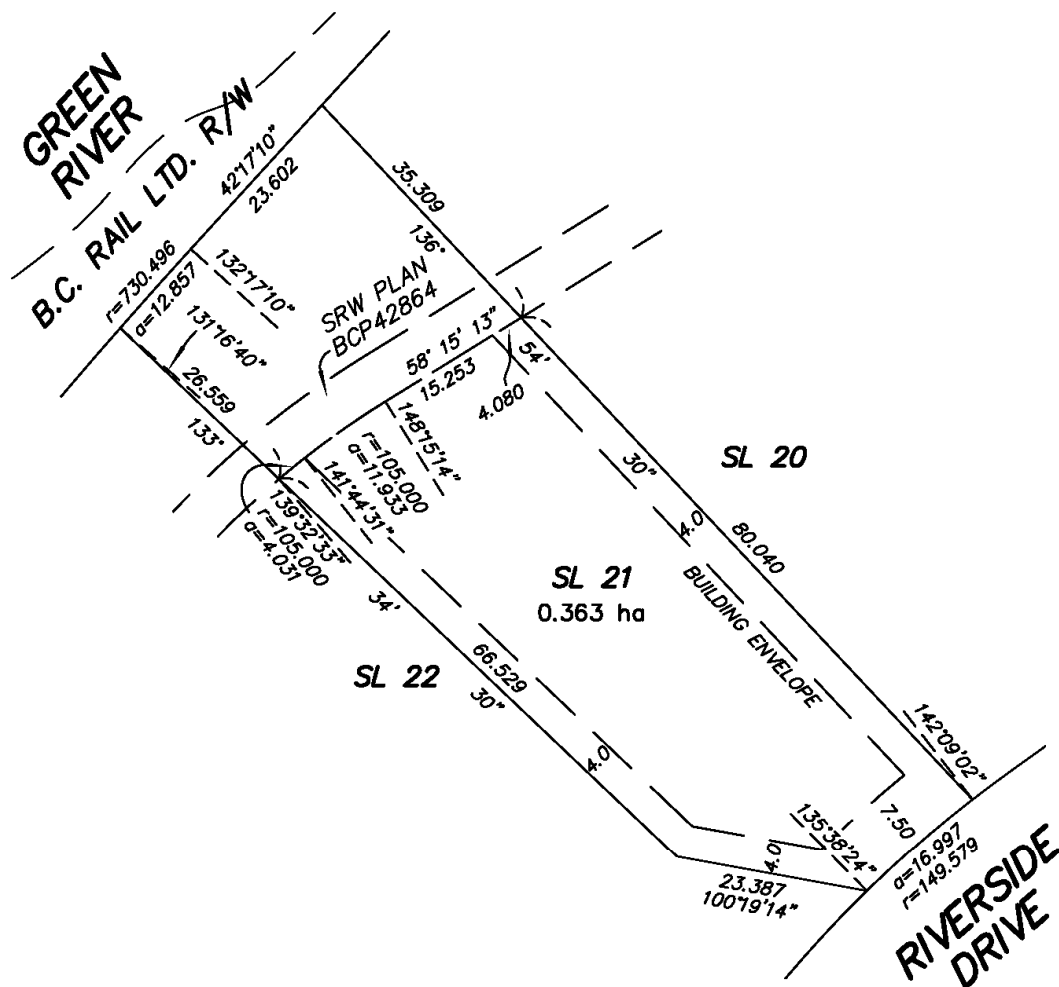
0 5 10 15 25 50 75

SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-882-SKETCH (SL21)

**SKETCH OF STRATA LOT 22
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

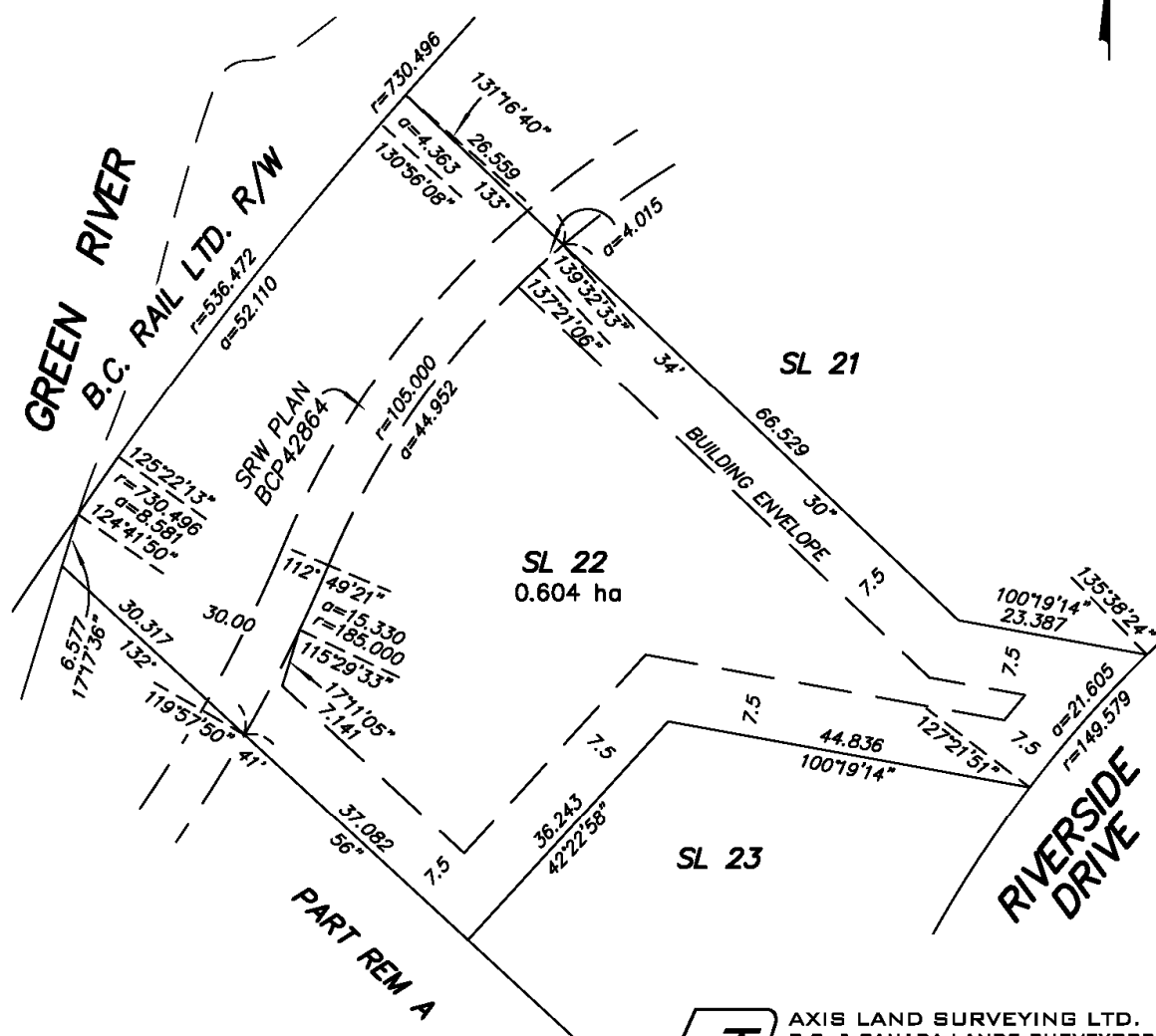


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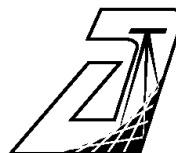
DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B882-SKETCH (SL22)

**SKETCH OF STRATA LOT 23
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

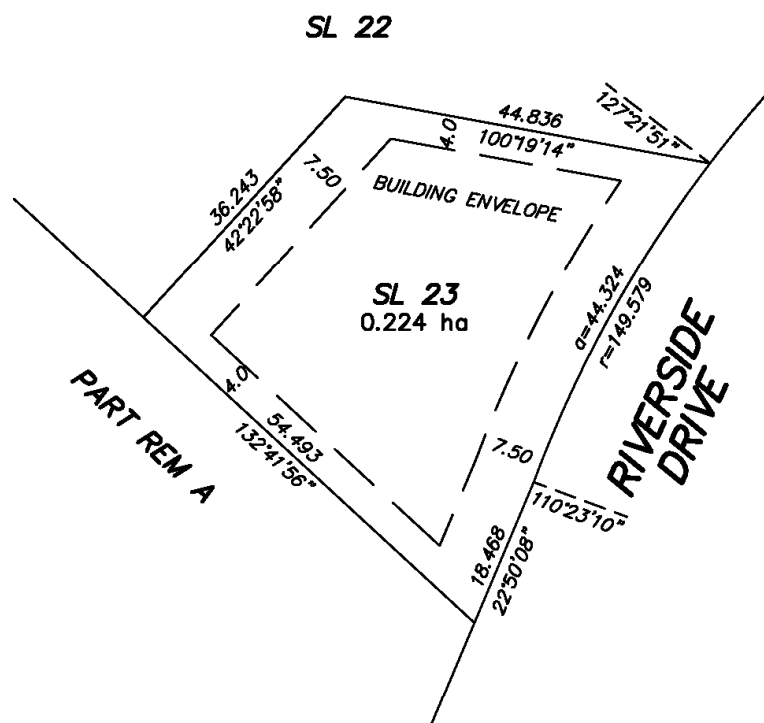


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-892-SKETCH (SL23)

**SKETCH OF STRATA LOT 24
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

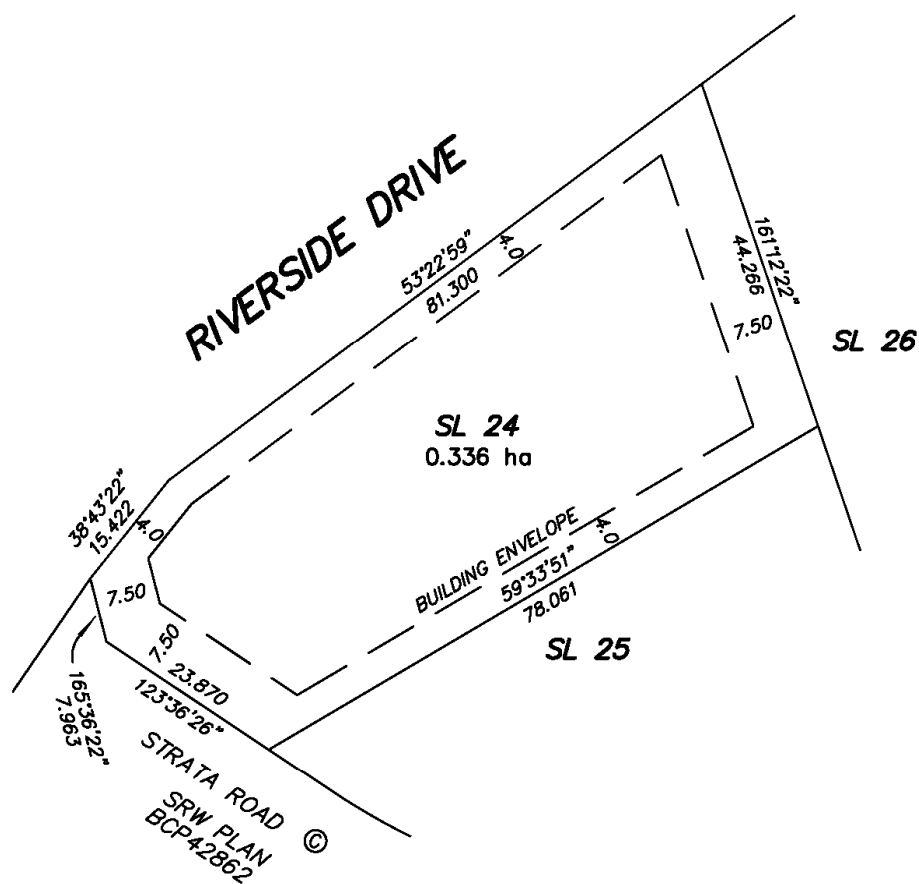


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BS2-SKETCH (SL24)

AUGUST 28, 2016

**SKETCH OF STRATA LOT 25
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

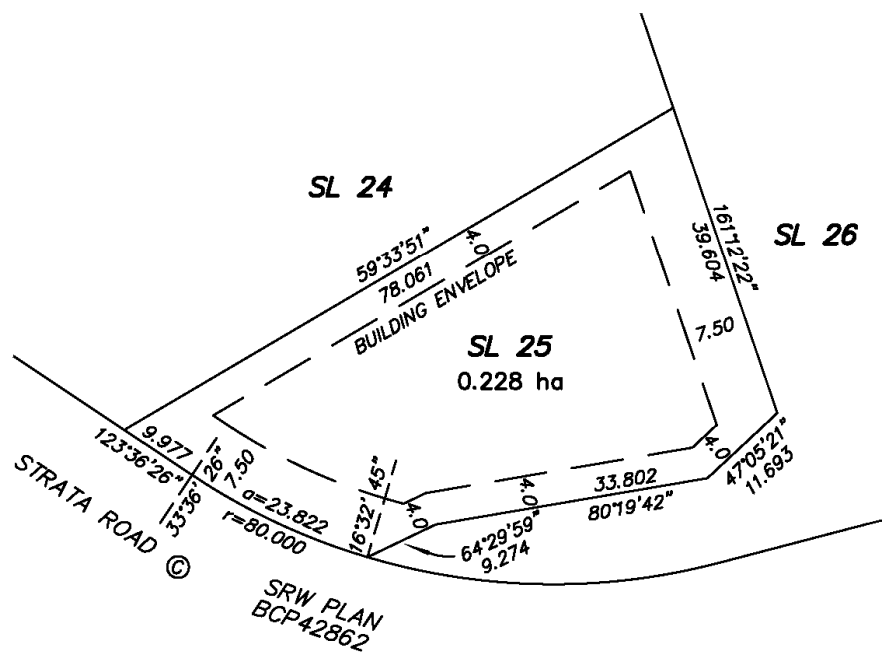


SCALE 1 : 750

DISTANCES ARE IN METRES

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL25)

**SKETCH OF STRATA LOT 26
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

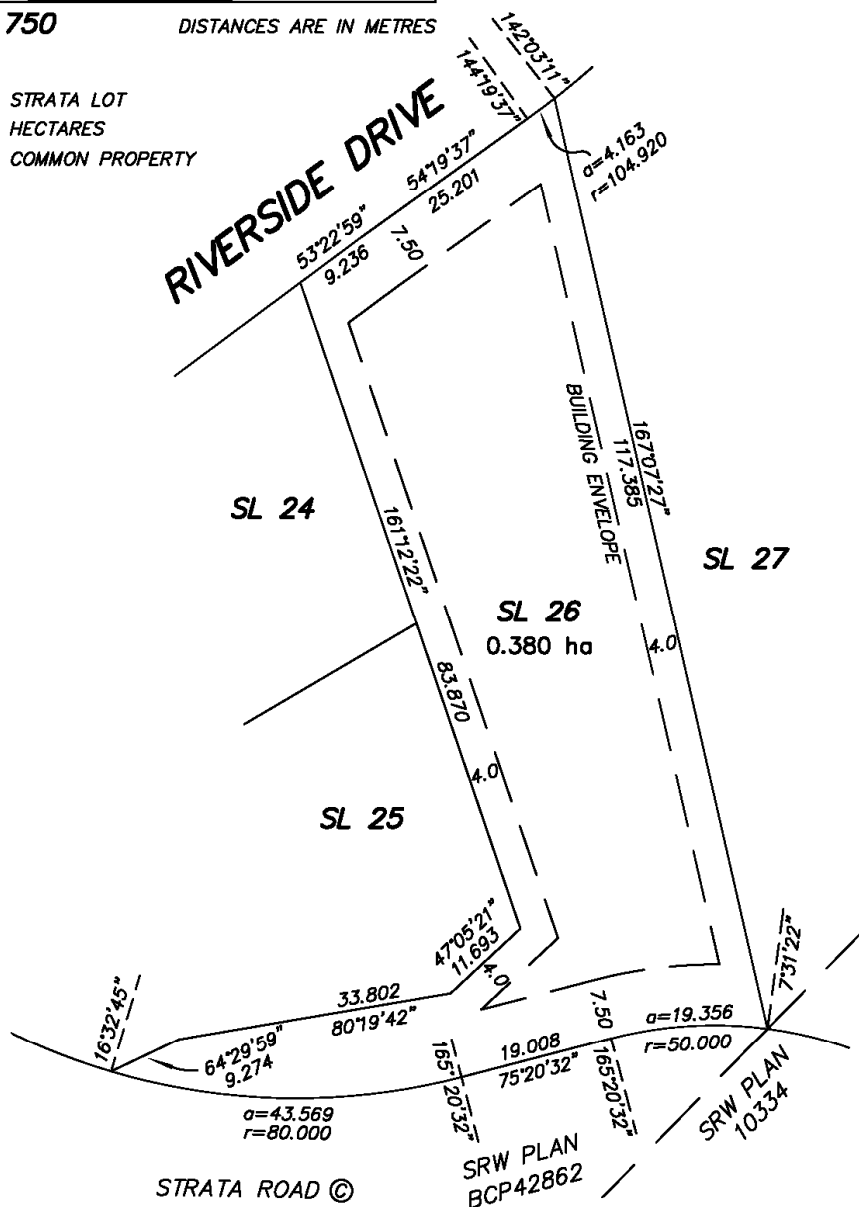
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SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

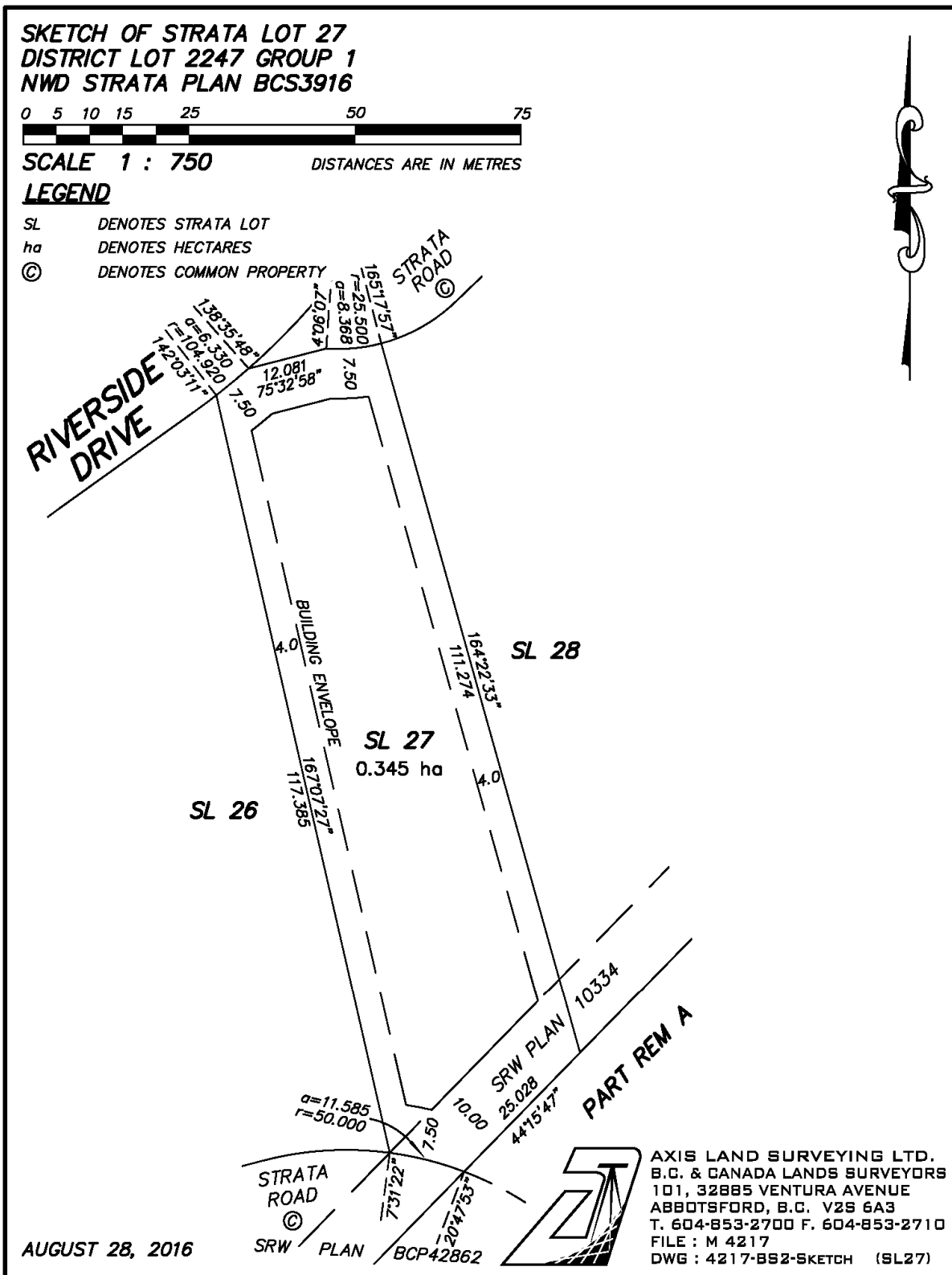
SL DENOTES STRATA LOT
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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BS2-SKETCH (SL26)



**SKETCH OF STRATA LOT 28
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

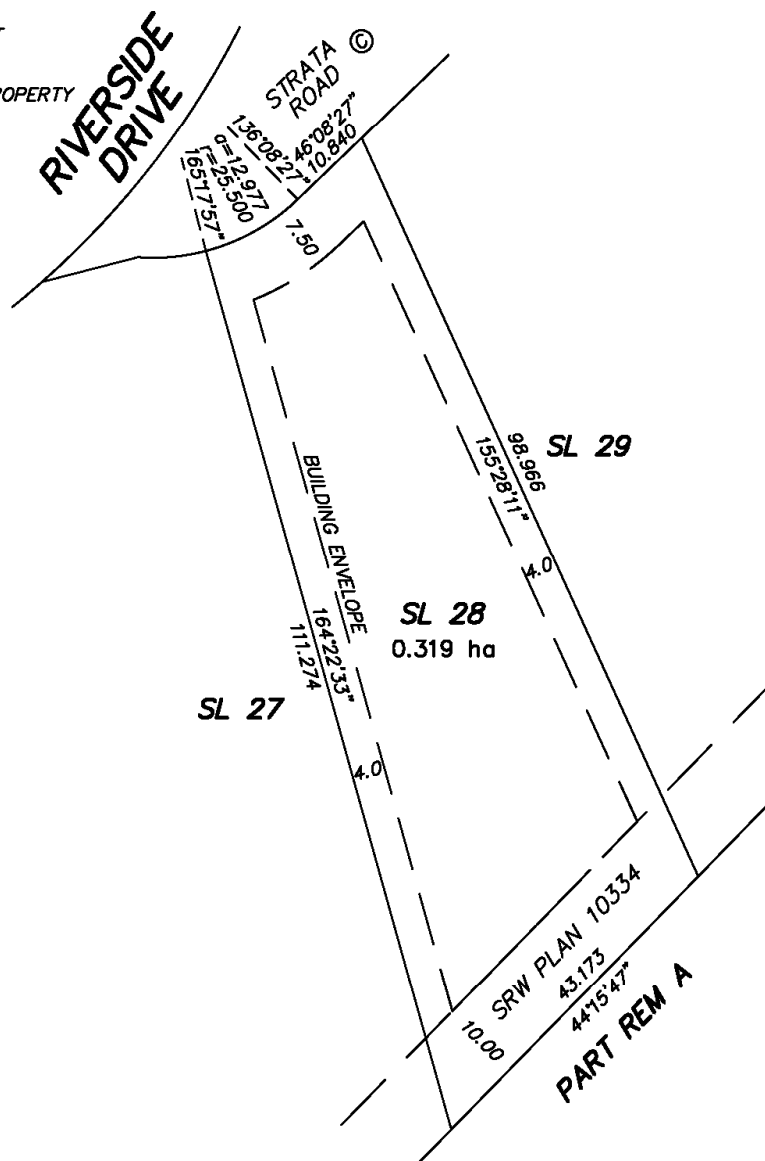
0 5 10 15 25 50 75

SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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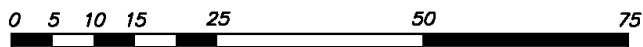
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101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B92-SKETCH (SL28)

21970464.1 January 9, 2017 - 4:55 PM

**SKETCH OF STRATA LOT 30
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

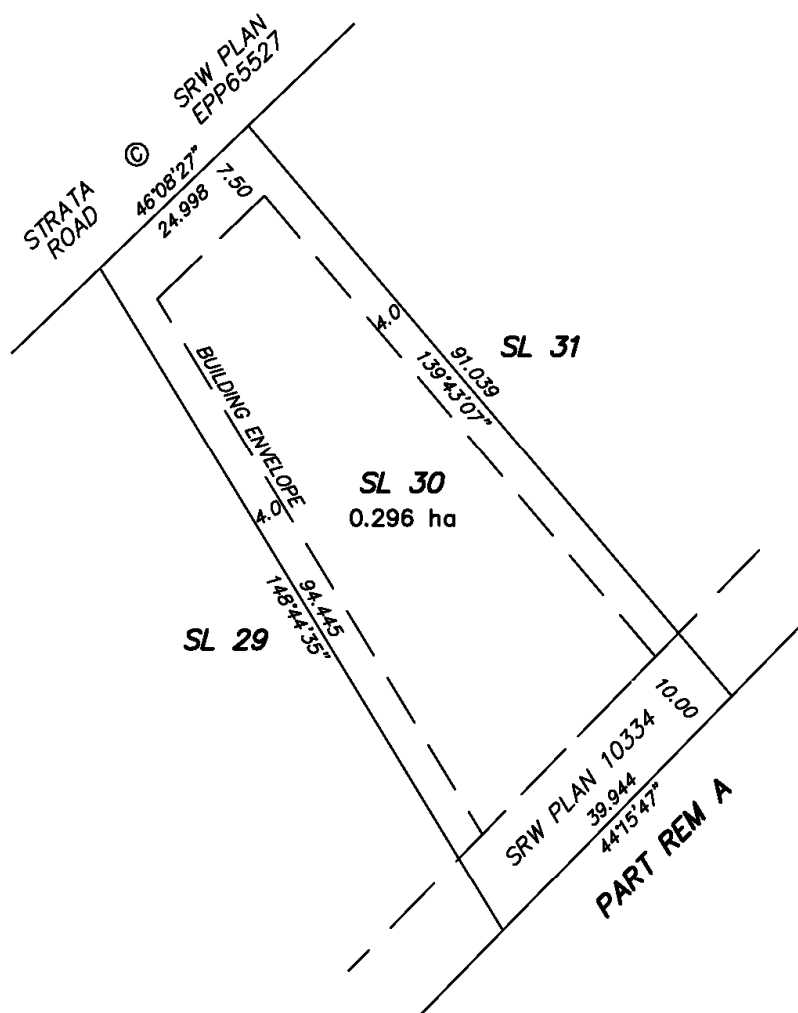


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL30)

**SKETCH OF STRATA LOT 31
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

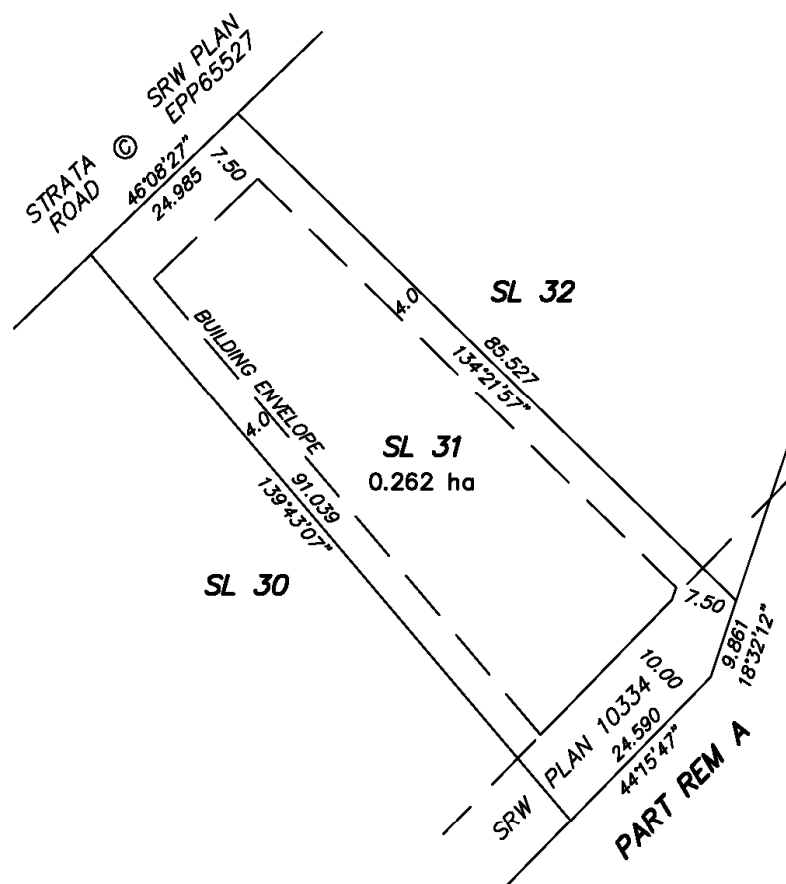


SCALE 1 : 750

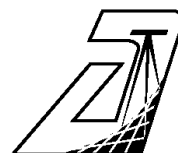
DISTANCES ARE IN METRES

LEGEND

- SL DENOTES STRATA LOT
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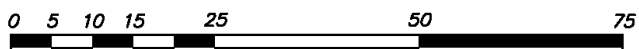


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101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B52-SKETCH (SL31)

**SKETCH OF STRATA LOT 32
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

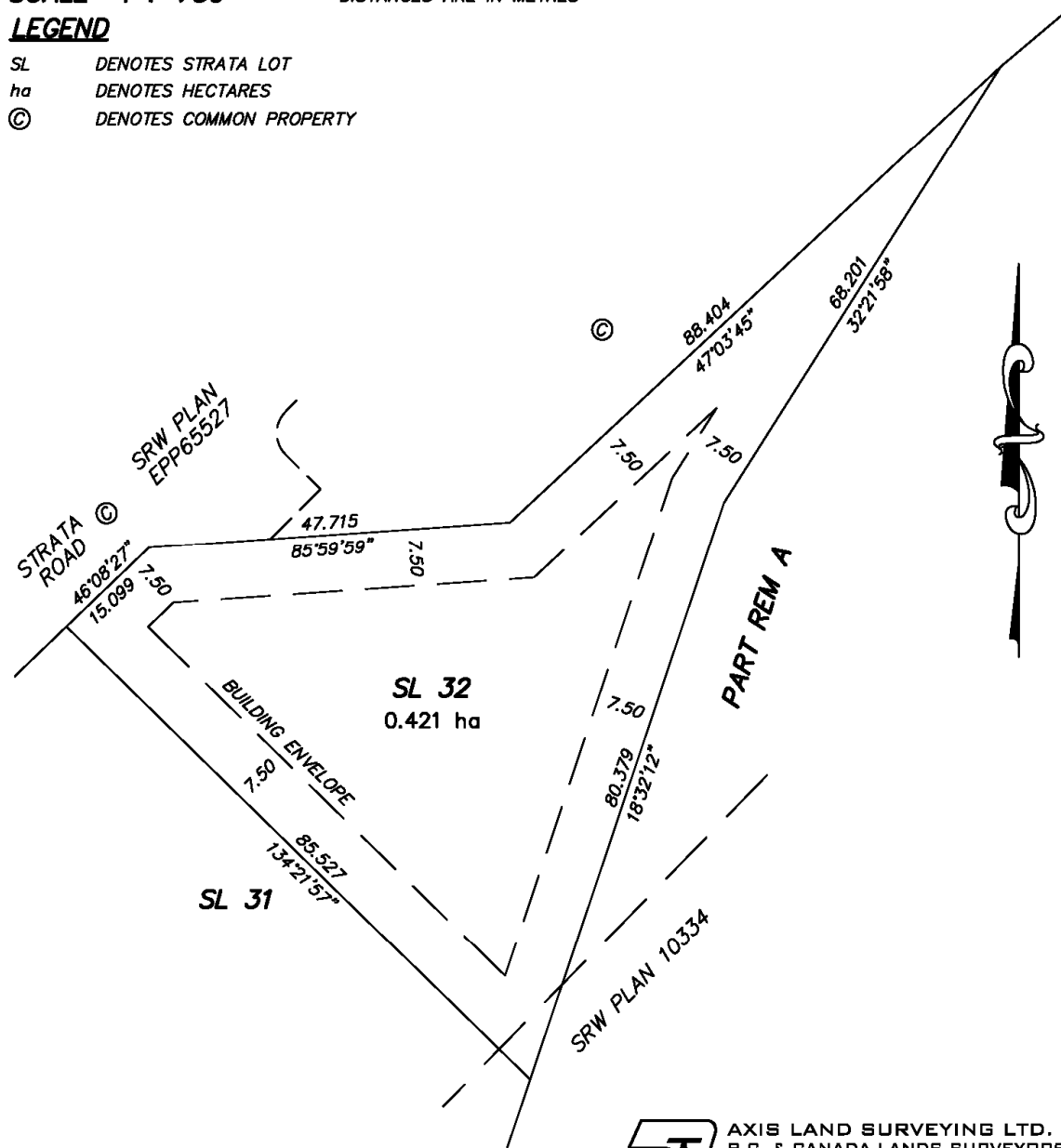


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B52-SKETCH (SL32)

**SKETCH OF STRATA LOT 33
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

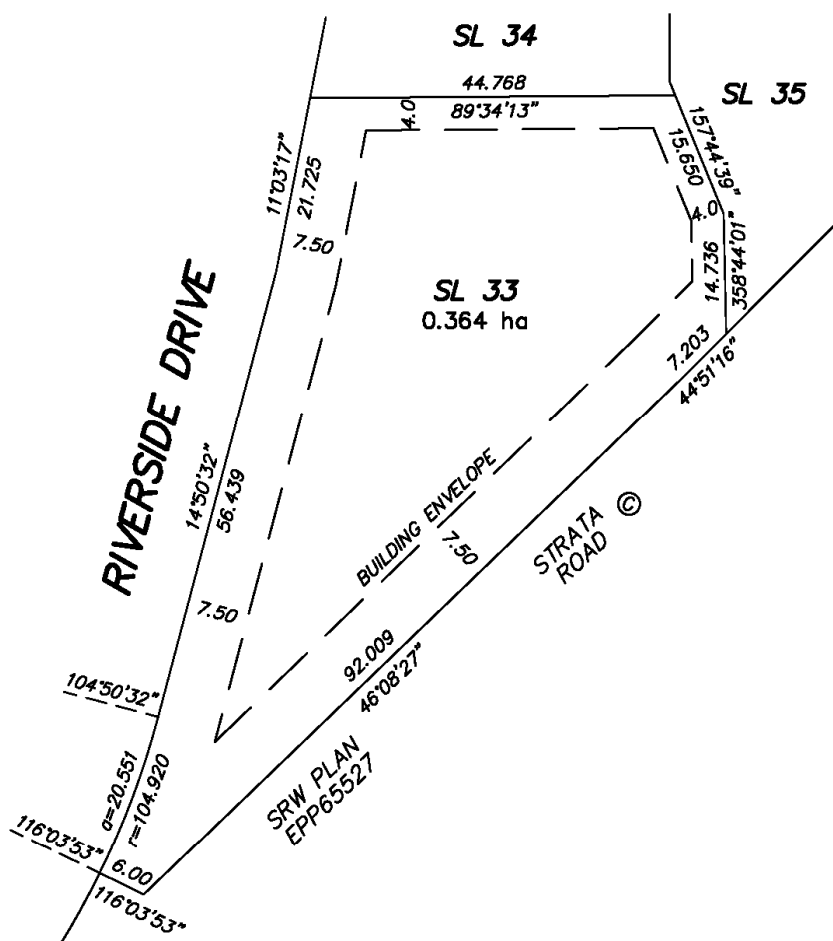


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL33)

**SKETCH OF STRATA LOT 34
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

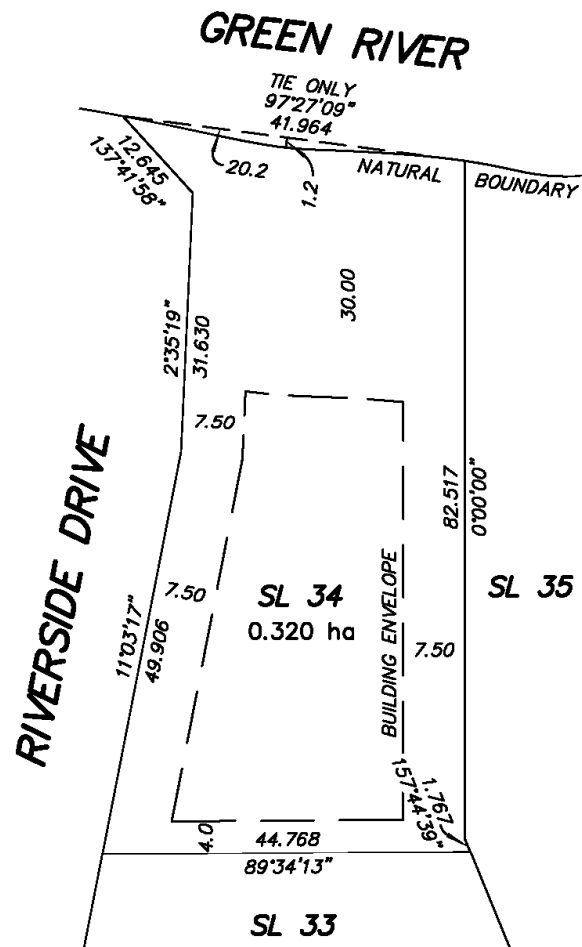


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

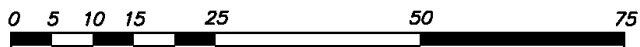
- SL DENOTES STRATA LOT
ha DENOTES HECTARES
© DENOTES COMMON PROPERTY



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-BB2-SKETCH (SL34)

AUGUST 28, 2016

**SKETCH OF STRATA LOT 35
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

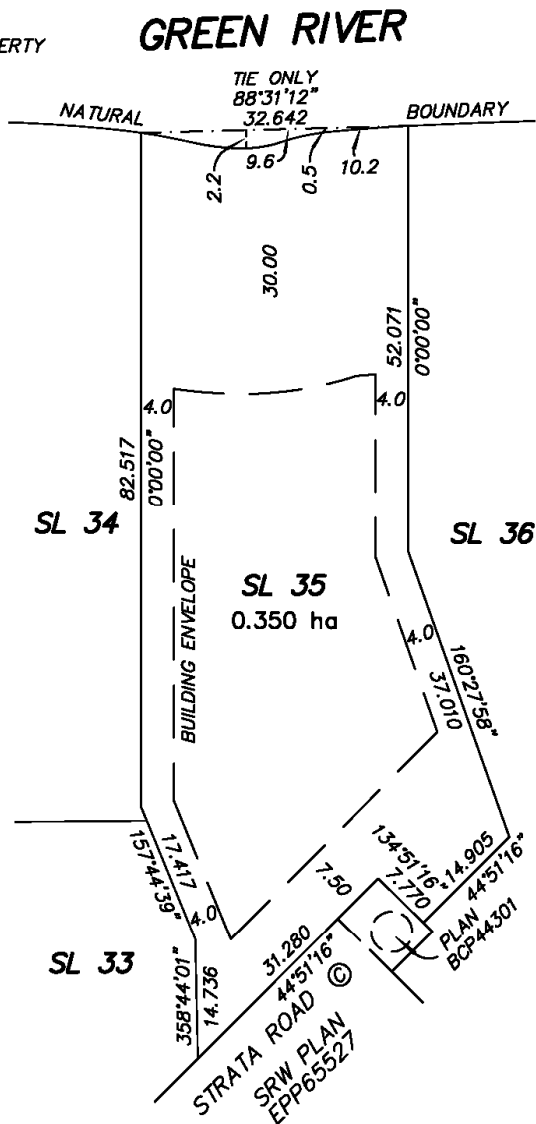


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

SL DENOTES STRATA LOT
ha DENOTES HECTARES
© DENOTES COMMON PROPERTY

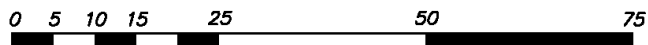


AUGUST 28, 2016



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-B82-SKETCH (SL35)

**SKETCH OF STRATA LOT 36
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

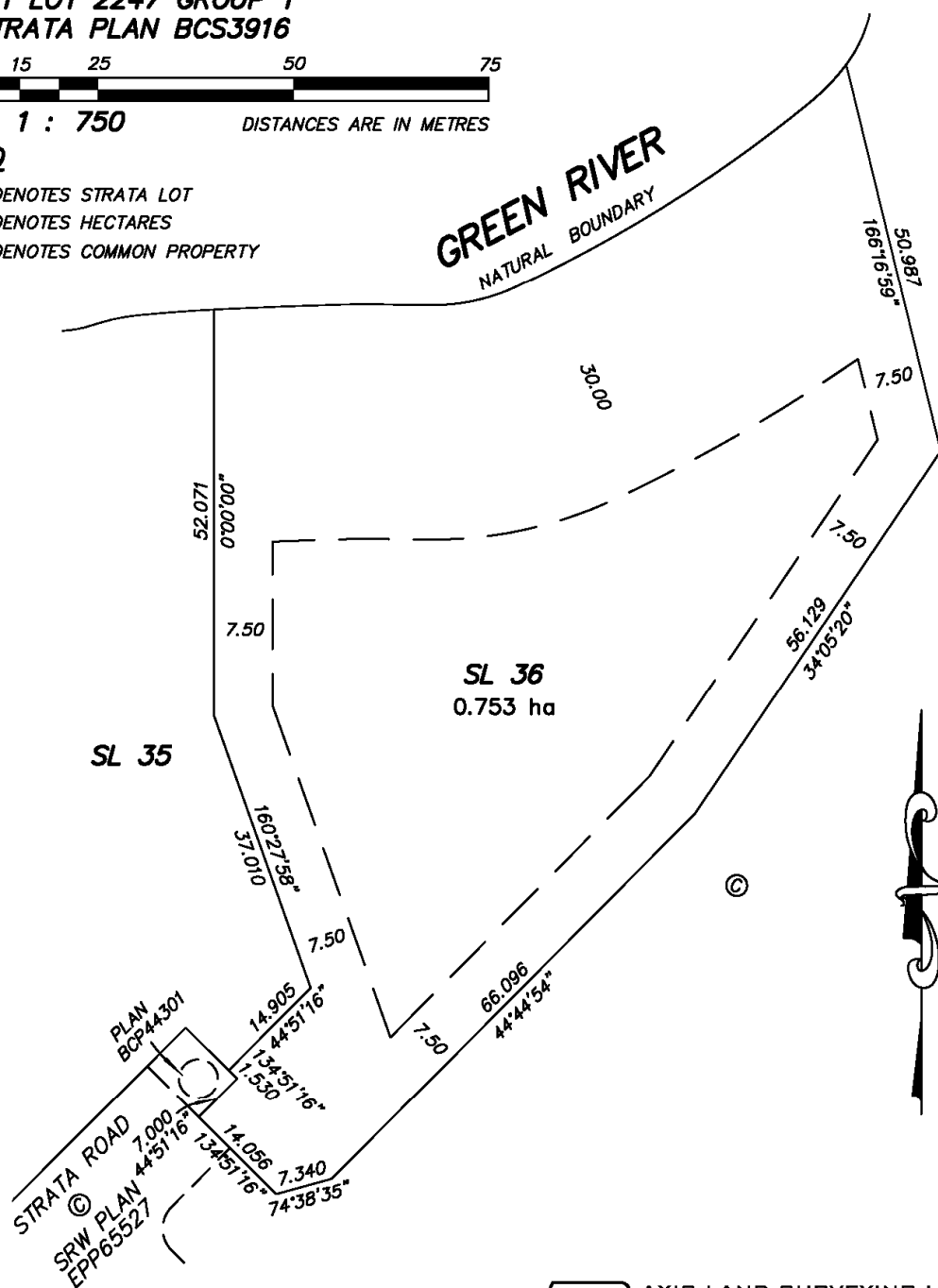


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

SL DENOTES STRATA LOT
ha DENOTES HECTARES
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AUGUST 28, 2016



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
101, 32885 VENTURA AVENUE
ABBOTSFORD, B.C. V2S 6A3
T. 604-853-2700 F. 604-853-2710
FILE : M 4217
DWG : 4217-892-SKETCH (SL36)

EXHIBIT "L1"

**LAND TITLE ACT
FORM 35
(SECTION 220)**

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE:

HEREWITH FEE OF \$5

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 54355.0010

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
5403 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"):

Strata Lots 13 to 36
District Lot 2247, Group 1,
New Westminster District,
Strata Plan BCS3916

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.

- 2 -

| Officer Signatures | Execution Date | Transferor(s) Signatures | | | | | | |
|--------------------|--|--------------------------|---|---|--|--|--|---|
| <hr/> | <table><thead><tr><th>Y</th><th>M</th><th>D</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr></tbody></table> | Y | M | D | | | | <p>28165 YUKON INC., by its authorized signatory:</p> <p>Name: <hr/></p> |
| Y | M | D | | | | | | |
| | | | | | | | | |

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, **MOUNTAIN ADVENTURE LTD.** (a corporation incorporated under the laws of Netherlands) having an office at P.O. Box N-7788, 4 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

| Y | M | D |
|---|---|---|
| | | |

MOUNTAIN ADVENTURE LTD., by
its authorized signatory:

As to Mortgage BB1186415 and
Assignment of Rents BB1186416

(as to execution by Mountain Adventure
Ltd.)

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.

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; "Co-ordinating Architect" means a registered architect appointed and retained by the Approving Agent;
 - (c) "Improvement" means any building or structure (including landscaping) constructed or installed on the Lands;
 - (d) "Landscaping Architect" means a registered landscape architect appointed and retained by the Approving Agent;
 - (e) "Owners" means the persons registered in the Land Title Office from time to time as the owners of the Lots;
 - (f) "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;
 - (g) "Regional District" means Squamish-Lillooet Regional District, presently located at 1350 Aster Street, Pemberton, B.C., V0N 2L0, or other local government or agency thereof having jurisdiction;
 - (h) "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;
 - (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 Architectural Design Guidelines and the application for such approval complies with all the requirements herein. To determine whether or not any Plans and

- 2 -

Specifications meet the requirements of the Architectural Design 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 Architectural Design 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.

21935843.3 December 30, 2016 - 11:51 AM

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- 3 -

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.

21935843.3 December 30, 2016 - 11:51 AM

21970464.1 January 9, 2017 - 4:55 PM

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 should 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 more than 12V:12H.

4.3 Roof types that are not permitted include mansard, false mansard, 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.

- 2 -

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 encouraged.

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

- 3 -

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.

- 4 -

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

- 5 -

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

- 6 -

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.

14. WATER METERS

14.1 As a condition of service each water service to a home shall have a water meter capable of remote reading installed in the general location of the main shutoff within the residence. The type and specifications of the meter will be specified by the provider of the water service under the CPCN for the WedgeWoods subdivision.

EXHIBIT "M1"

Status: Registered
FORM_STRATA_V9

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

NEW WESTMINSTER LAND TITLE OFFICE**DECLARATION(S) ATTACHED**

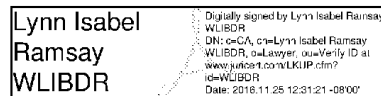
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CA5672793

**STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 4 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*.



1. CONTACT: (Name, address, phone number)

Lynn Ramsay, Q.C., Miller Thomson LLP
1000, 840 Howe Street

604.687.2242
Client No: 010437 File No: 54355.0027
28165 / 21356782

Vancouver

BC V6Z 2M1

Document Fees: \$28.63

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:

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**

Status: Registered

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

*Strata Property Act***FORM P
SECOND 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 six 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 of construction and completion of construction for each phase are:

| | Beginning | Completion |
|---------------|-------------------|-------------------|
| (i) Phase 1 | September 1, 2008 | December 31, 2010 |
| (ii) Phase 2 | December 15, 2012 | June 30, 2016 |
| (iii) Phase 3 | June 30, 2018 | December 31, 2019 |

21093971.2 November 9, 2016 - 4:12 PM

Status: Registered

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

- 2 -

| | | |
|--------------|--------------|-------------------|
| (iv) Phase 4 | June 1, 2020 | December 31, 2021 |
| (v) Phase 5 | June 1, 2022 | December 31, 2023 |
| (vi) Phase 6 | June 1 2023 | December 31, 2026 |

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

| | |
|--------------------------------|-----|
| (i) Phase 1 unit entitlement | 12 |
| (ii) Phase 2 unit entitlement | 24 |
| (iii) Phase 3 unit entitlement | 15 |
| (iv) Phase 4 unit entitlement | 24 |
| (v) Phase 5 unit entitlement | 30 |
| (vi) Phase 6 unit entitlement | 13 |
| Total unit entitlement | 108 |

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

| | Structures | | | |
|---------------|------------------|--------------------|--|--------|
| | Type | | | Number |
| (i) Phase 1 | Single dwellings | Family Residential | | 12 |
| (ii) Phase 2 | Single dwellings | Family Residential | | 24 |
| (iii) Phase 3 | 14 | | | 11 |
| | | | | 1 |
| | | | | 1 |
| (iv) Phase 4 | Single dwellings | Family Residential | | 24 |
| (v) Phase 5 | Single | Family Residential | | 20 |

21093971.2 November 9, 2016 - 4:12 PM

Status: Registered

Doc #: CA5672793

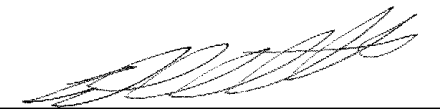
RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

- 3 -

| | | |
|--------------|--------------------------|------------|
| | dwellings | |
| (vi) Phase 6 | | 13 |
| | 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 | June 30, 2018 |
| (iv) Phase 4 | June 1, 2020 |
| (v) Phase 5 | June 1, 2022 |
| (vi) Phase 6 | June 1, 2023 |



28165 YUKON INC.
by its Authorized Signatory
David Ehrhardt
Signature of Applicant

Date of approval: November 24, 2016 *



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.

21093971.2 November 9, 2016 - 4:12 PM

Status: Registered

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

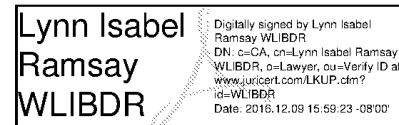
FORM_DECGEN_V19

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA5672793

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. 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.



I, Lynn Ramsay, Q.C., of 1000, 840 Howe Street, Vancouver, B.C. V6Z 2M1 declare that:

1. I am the applicant with respect to the filing of a Strata Property Act Filing Form-PA Amended Phased Strata Plan Declaration under pending registration No. CA5672793.
2. By inadvertence application number CA5672793 was filed without the Supreme Court of British Columbia Order Made After Application ("Order") issued by the Supreme Court of British Columbia.
3. I hereby apply to correct application CA5672793 by attaching the Order as filed with the Supreme Court of British Columbia.

I make this declaration and know it to be true based on personal information / reasonable belief.

Dated December 9, 2016

Lynn Ramsay, Q.C.

NOTE:

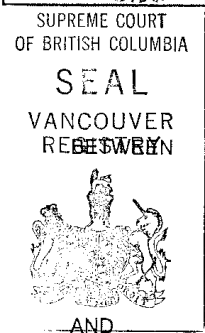
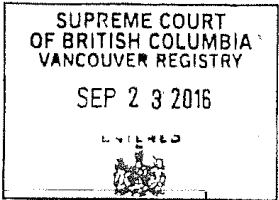
A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$12.88

Status: Registered

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23



No.S-167710
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

28165 YUKON INC.

PETITIONER

THE OWNERS, STRATA CORPORATION BCS3916 and THE MINISTRY OF
TRANSPORTATION AND INFRASTRUCTURE

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE) MASTER MACNAUGHTON) 23/September/2016
))
))

ON THE APPLICATION of the Petitioner coming on for hearing at Law Courts, 800 Smithe Street, Vancouver, BC on 23 September 2016, and on hearing, Robin A. Dean, counsel for the Petitioner and no one appearing for the Respondents, although duly served.

THIS COURT ORDERS that:

1. Permitting the Petitioner to amend the Form P Amended Phased Strata Plan Declaration filed in the Land Title Office under Document Reference CA2642905 to add a Phase 6 and extend the time for making an election to proceed as follows:
 - (a) Phase 3: from December 15, 2013 to June 30, 2018;
 - (b) Phase 4: from December 15, 2015 to June 1, 2020;
 - (c) Phase 5: from December 15, 2017 to June 1, 2022; and
 - (d) Phase 6: June 1, 2023.

20160443.1

Status: Registered

Doc #: CA5672793

RCVD: 2016-11-25 RQST: 2016-12-12 11:57:23

- 2 -

2. Permitting the Petitioner to amend the Declaration by changing the estimated dates for commencement of construction of Phases 3 to 6 as follows:
 - (a) Phase 3: from December 15, 2013 to June 30, 2018;
 - (b) Phase 4: from December 15, 2015 to June 1, 2020;
 - (c) Phase 5: from December 15, 2017 to June 1, 2022; and
 - (d) Phase 6: June 1, 2024.
3. Permitting the Petitioner to amend the Declaration by changing the estimated dates for completion of construction of Phases 3 to 6 as follows:
 - (a) Phase 2: from December 31, 2013 to June 30, 2016;
 - (b) Phase 3: from December 31, 2015 to December 31, 2019;
 - (c) Phase 4: from December 31, 2017 to December 31, 2021; and
 - (d) Phase 5: from December 31, 2019 to December 31, 2023.
 - (e) Phase 6: December 31, 2026.
4. Ordering that the approving officer of the Respondent Ministry of Transportation and Infrastructure to grant the extensions of time set out in paragraphs 1 to 3 and as set out in the Form P Second Amended Phased Strata Plan Declaration attached Schedule "A" to this Petition ("**Amended Declaration**"), or as required by the Land Title Office.
5. Permitting the Petitioner to file the Amended Declaration in the Land Title Office, incorporating such changes and accompanied by such other documents as the Land Title Office may require.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

Signature of Lawyer for the Petitioner

Robin A. Dean

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

This 7th day of December, 2016
Drina A. Read
Authorized Signing Officer

DRINA READ

20180443.1

By the Court

H. Macnaughton
Registrar
H. Dignel



EXHIBIT "Q1"

FORM_C_V21 (Charge)

LAND TITLE ACT

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

LOCK

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP

1000, 840 Howe Street

604.687.2242

Client No: 010437 File No: 54355.0010

28165 / 21935727 & 21935744

Vancouver

BC V6Z 2M1

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use 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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

Use Schedule

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

Use Schedule

28165 YUKON INC.

5403 BUCKINGHAM AVENUE

BURNABY

V5E 1Z9

BRITISH COLUMBIA

CANADA

Incorporation No

57097A

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

N/A

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

Officer Signature(s)

Execution Date

| Y | M | D |
|---|---|---|
| | | |

Transferor(s) Signature(s)

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

Name: _____

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.

More Signatures

EXECUTIONS CONTINUED

PAGE 2 of 5 PAGES

Execution Date

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

Name: _____

Name: _____

MOUNTAIN ADVENTURE LTD., by its
authorized signatory(ies):

Name: _____

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.

More Signatures

FORM_E_V21

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 5 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **BCS3916**

STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR STRATA LOT 13 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 14 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 15 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 16 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 17 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 18 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 19 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 20 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
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NO PID NMBR STRATA LOT 24 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 25 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 26 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 27 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 28 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 29 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 30 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 31 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 32 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 33 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 34 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 35 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 36 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

Additional 30 Parcel Schedule

Additional 3 Parcel Schedule

FORM_E_V21

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 OF 5 PAGES

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
| Rent Charge | | |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|--|
| Priority Agreement | | Granting the Rent Charge contained in this Instrument priority over Mortgage BB1186415 and Assignment of Rents BB1186416 |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
| | | |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
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| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
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| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
| | | |

More Pages

FORM_E_V21

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 5 PAGES

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

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 Commonwealth of the Bahamas) having an office at 4 West Bay Street, P.O. Box N-7788, Nassau, Bahamas (as to priority)

More Pages

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT made this 29th day of December, 2016

BETWEEN:

28165 YUKON INC., 5403 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9

(the "Grantor");

AND

28165 YUKON INC., 5403 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 service charge being the Annual Fee for the Lot until such time as the Grantor shall make application to connect the Lot 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 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) **"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;
- (m) **"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 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. RELEASE

The Grantee shall not release the Lot from this Rent Charge without the approval of the Comptroller of Water Rights.

16. 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.

17. 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, 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 Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

EXHIBIT "R2"

FORM_C_V21 (Charge)

LAND TITLE ACT

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

LOCK

PAGE 1 OF 13 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP

1000, 840 Howe Street

604.687.2242

Client No: 010437 File No: 54355.0010

28165 / 21935426 & 21935142

Vancouver

BC V6Z 2M1

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
-
- [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

SEE SCHEDULE

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

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Use Schedule

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

Use Schedule

28165 YUKON INC.

5403 BUCKINGHAM AVENUE

BURNABY

V5E 1Z9

BRITISH COLUMBIA

CANADA

Incorporation No

57097A

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

N/A

Use Schedule

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

| Y | M | D |
|----|---|---|
| 17 | | |

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

Name:

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.

More Signatures

FORM_D1_V21

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

PAGE 2 of 13 PAGES

Officer Signature(s)

| Execution Date | | |
|----------------|---|---|
| Y | M | D |
| 17 | | |
| 17 | | |

Transferor / Borrower / Party Signature(s)

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

Name:

Name:

MOUNTAIN ADVENTURE LTD., by its authorized signatory(ies):

Name:

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.

More Signatures

FORM_E_V21

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 13 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **BCS3916**

STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR STRATA LOT 13 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 14 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 15 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 16 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
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NO PID NMBR STRATA LOT 33 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 34 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 35 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 36 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

Additional 30 Parcel Schedule

Additional 3 Parcel Schedule

FORM_E_V21

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 OF 13 PAGES

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
| Rent Charge | | |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|--|
| Priority Agreement | | Granting the Rent Charge contained in this Instrument priority over Mortgage BB1186415 and Assignment of Rents BB1186416 |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
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| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
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| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
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More Pages

FORM_E_V21

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 13 PAGES

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

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 Commonwealth of the Bahamas) having an office at 4 West Bay Street, P.O. Box N-7788, Nassau, Bahamas (as to priority)

More Pages

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

RENT CHARGE–SEWER SERVICES

BETWEEN

28165 YUKON INC., 5403 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9

("Grantor");

AND

28165 YUKON INC., of 5403 Buckingham Avenue, Burnaby, British Columbia, V5E 1Z9

("Grantee").

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lot.
- 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 fund 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; and
 - (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 Lot in the future upon condition that the Grantor pays a sewer treatment fee or availability charge for the Lot in an amount established by the Grantee annually, contribute to the reserve fund and to contribute to any unexpected operating costs and to the 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. pay an annual fee which will include a contribution to a reserve fund;
2. contribute to any unexpected costs of repair or replacement of the Community Sewer System or portions thereof; and
3. contribute, from time to time as the Grantee acting reasonably determines is necessary, to the unexpected costs operating costs 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 Lot 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 for the Service Fee and the Reserve Fund both, established annually by the Grantee acting reasonably;

"Costs" means collectively the Unexpected Costs, the Annual Fee and the Unexpected Operating Costs and the contributions to be made by the Grantor to the Reserve Fund;

"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;

"Service Fee" means the annual charge for a Lot connected to the Community Sewer System being the Lot's Share of all costs attributable to the annual estimated costs of operation, maintenance and administration of the Community Sewer System;

"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's 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;

"Unexpected Operating Costs" means costs incurred by the Grantee with respect to any unexpected and extraordinary cost which are not included in the then applicable operating budget of the Grantee, provided that such costs will be determined by the Grantee acting reasonably.

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 \$1,020 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 lots which are serviceable 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 Annual Fee and/or the amount required by the Grantee for the Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund 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. 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.

6. 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; and
- (b) assign to governmental authorities this Rent Charge and the obligations of the Grantor hereunder to pay the Indebtedness or any portion thereof.

7. UNEXPECTED OPERATING COSTS.

The Grantee covenants and agrees that it shall use all reasonable commercial efforts to ensure that the budget which is used to determine the Annual Fee is as comprehensive and as accurate as possible so as to minimize the potential for Unexpected Operating Cost.

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 THE LOT

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, 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 Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

EXHIBIT "S1"
LEGAL DESCRIPTIONS

| <i>(PID)</i> | <i>(LEGAL DESCRIPTION)</i> |
|--------------|--|
| 027-752-330 | Lot A, District Lot 2247 Group 1 New Westminster District Plan BCP39086 Except Phase One Strata Plan BCS3916 |
| 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 |
| 028-307-445 | Strata Lot 10 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 |