

**REAL ESTATE DEVELOPMENT MARKETING ACT**

**CONSOLIDATED DISCLOSURE STATEMENT OF 28165 YUKON INC. AND PARADISE  
INVESTMENT TRUST  
STRATA PLAN BCS3916  
BARE LAND STRATA LOTS 8, 12, 13, 14, 35, 36, 43, 47, 50 AND LOT A DISTRICT LOT  
2247 PLAN BCP39086**

**October 5, 2018**

**Disclosure Statement under the *Real Estate Development Marketing Act*:  
December 5, 2012, First Amendment March 13, 2013,  
Second Amendment January 4, 2017, Third Amendment May 15, 2017, Fourth  
Amendment June 21, 2018, Fifth Amendment September 4, 2018 and Sixth Amendment of  
October 5, 2018**

Developers:	28165 Yukon Inc. and Paradise Investment Trust
Address for Service in British Columbia 28165 Yukon Inc. Paradise Investment Trust	c/o Miller Thomson LLP 400, 725 Granville Street Vancouver B.C. V7Y 1G5
Business Address for the Developers: 28165 Yukon Inc. Paradise Investment Trust	5439 Buckingham Avenue Burnaby B.C. V6E 1Z9  Goodman's Bay Corporate Centre 3 <sup>rd</sup> Floor, West Bay Street and Sea View Drive P.O. Box CB 10956 Nassau, The Bahamas
Developers' Real Estate Agents:	Re/Max Sea to Sky Real Estate 106, 7015 Nesters Road Whistler, B.C. V0N 1B7

**DISCLAIMER**

**This is a Consolidated Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*.**

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

**This Consolidated Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of this Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of**

\_\_\_\_\_ ,  
**who has confirmed that fact by initialling in the space provided here:**

Initial

## **RIGHT OF RESCISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the Developers or the Developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.**

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:**

- (a) the Developers at the address shown in the disclosure statement received by the purchaser,**
- (b) the Developers at the address shown in the purchaser's purchase agreement,**
- (c) the Developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the Developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

**The Developers must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Developers or the Developer's trustee must promptly return the deposit to the purchaser.**

## TABLE OF CONTENTS

1.	THE DEVELOPERS.....	5
1.1	Incorporation.....	5
1.2	Assets.....	5
1.3	Registered and Records Offices .....	5
1.4	Directors and Officers .....	5
1.5	Background.....	6
1.6	Conflicts of Interest .....	7
2.	GENERAL DESCRIPTION.....	7
2.1	General Description of the Development.....	7
2.2	Permitted Use .....	8
2.3	Building Construction .....	9
2.4	Phasing.....	9
3.	STRATA INFORMATION .....	11
3.1	Unit Entitlement .....	11
3.2	Voting Rights .....	11
3.3	Common Property and Facilities .....	11
3.4	Limited Common Property .....	11
3.5	Bylaws .....	11
3.6	Parking .....	12
3.7	Annual Budget .....	12
3.8	Utilities and Services.....	12
3.9	Strata Management Contracts .....	15
3.10	Insurance.....	15
3.11	Rental Disclosure Statement.....	16
4.	TITLE AND LEGAL MATTERS .....	16
4.1	Legal Description .....	16
4.2	Ownership.....	16
4.3	Existing Encumbrances and Legal Notations .....	16
4.4	Proposed Encumbrances.....	16
4.5	Outstanding or Contingent Litigation or Liabilities.....	17
4.6	Environmental Matters .....	17
5.	CONSTRUCTION AND WARRANTIES .....	17
5.1	Construction Dates .....	17
5.2	Warranties .....	17
6.	APPROVALS AND FINANCES .....	18
6.1	Development Approval.....	18
6.2	Construction Financing .....	18
7.	MISCELLANEOUS.....	18
7.1	Deposits.....	18
7.2	Purchase Agreement .....	18
7.3	Developers' Commitments .....	19
7.4	Other Material Facts .....	20
8.	EXHIBITS.....	20



## 1. THE DEVELOPERS

### 1.1 Incorporation

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

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

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

### 1.2 Assets

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

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

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

### 1.3 Registered and Records Offices

#### 1.3.1 Yukon:

1000 840 Howe Street, Vancouver BC V6Z 2M1.

#### 1.3.2 Trust:

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

#### 1.3.3 Trustee

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

#### 1.3.4 Corporate Directors of the Trustee

Goodman's Bay Corporate Centre, 3<sup>rd</sup> Floor, West Bay Street and Sea View Drive, Nassau, The Bahamas

### 1.4 Directors and Officers

Yukon

Director: David Ehrhardt.

Officers President, Vice President and Secretary: David Ehrhardt

Directors of Trustee

Fornacis Ltd. and Geminorum Ltd.

Directors of Corporate Directors.

The directors of Fornacis Ltd. and Geminorum Ltd. are Fabrizio Tuletta, Ian Atkins, Anya Williamson and Lynn Kelly.

## 1.5 Background

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

### (a) Yukon

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

Mr. Ehrhardt

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

### (b) Trustee

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

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

1.5.2 To the best of the Developers' knowledge, neither Yukon, the Trust nor the Trustee or any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust or the Trustee, or any director or officer of Yukon, the Trust or the Trustee within the 10 years prior to the date of the Directors' declarations attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court, or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud;

1.5.3 To the best of the Developers' knowledge, neither Yukon, the Trustee nor the Trustee nor any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust or the Trustee or any director or officer of Yukon, the Trust or the Trustee within the five years prior to the date of the Developers' declarations attached to this Disclosure Statement was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold the assets of that person; and

1.5.4 To the best of the Developers' knowledge, no director or officer nor any person holding, directly or indirectly, more than 10% of any class of voting securities of Yukon, the Trust

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

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

## 1.6 Conflicts of Interest

The Developer may prior to filing the Preliminary Strata Plan as hereinafter defined grant an easement or a statutory right of way to itself or to a third party and all consideration for granting the easement or statutory right or consideration paid to the Developer for such easement or statutory right of way shall be payable to the Developer and not to the Strata Corporation.

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

This Disclosure Statement relates to:

- (a) the unsold strata lots in Phase 1, being Strata Lots 8, and 12 (collectively, the "Phase 1 Strata Lots");
- (b) the unsold Strata Lots in Phase 2 being Strata Lots 13, 14, 35 and 36 (collectively, the "Phase 2 Strata Lots");
- (c) the unsold Strata Lots in Phase 3 being Strata Lots 43, 47, 50 and 51 (collectively the "Phase 3 Strata Lots");
- (d) the proposed strata lots 52 to 75 in Phase 4 (collectively the "Phase 4 Strata Lots"); and
- (e) the proposed strata lots 76 to 88 (collectively the "Phase 5 Strata Lots").

The Phase One Strata Lots, the Phase Two Strata Lots the Phase 3 Strata Lots, the Phase 4 Strata Lots and the Phase 5 Strata Lots are collectively the "Strata Lots" and individually a "Strata Lot".

The Strata Lots are comprised of strata lots located in Phase 1 to Phase 5 of a proposed six phase development, which if all six phases proceed, will comprise a total of 108 bare land strata lots.

The Phase 4 Strata Lots and the Phase 5 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 Strata Plan BCS3916 (Phase 1, 2 & 3) (the "Lands").

A copy of the Strata Plan for the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots is attached as Exhibit "A" (the "Filed Strata Plan").

Copies of the Preliminary Strata Plans for the Phase 4 Strata Lots (the "Preliminary 4 Strata Plan") and the Preliminary Strata Phase 5 Strata Lots (the "Preliminary Phase 5 Strata Plan") are attached as Exhibit "B".

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 meters of the boundary between the District and the Resort Municipality of Whistler.

The Owners, Strata Plan BCS3916 is hereinafter called the "Strata Corporation".

## 2.2 Permitted Use

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, non-commercial 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 90 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 90 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.

The Developer may at its sole option elect to apply to the Regional District to amend the provisions in Residential Zoning Bylaw 1442-2015 with respect to the neighbourhood convenience store.

### 2.3 Building Construction

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

### 2.4 Phasing

The Development is a six phased development. This Disclosure Statement relates to the Strata Lots as defined in Section 2.1.

If the Developers elect to proceed with Phase 6 it will comprise 20 Strata Lots and the total number of strata lots would be 108.

A copy of the Form P Phasing Declaration and all amendments thereto approved by the Approving Officer and filed in the Land Title Office are attached as Exhibit "C" (collectively, the "Phasing Declaration").

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

Phase 1	Completed
Phase 2	Completed
Phase 3	Completed
Phase 4	Elected
Phase 5	Elected

Phase 6	June 1, 2020
---------	--------------

The Developers have elected to proceed with all phases but Phase 6.

The Developer has applied to the Approving Officer for an amendment to the Phasing Declaration which will adjust the boundaries between Phases 4 and 5 and/or between Phases 5 and 6 as shown on the Sketch Plan attached as Exhibit "D". Until such time as the Approving Officer has approved the Amendment and the Subdivision Plan any Purchase Agreement described in Section 7.2 will be subject to the Approving Officer approving this amendment to the Phasing Declaration.

The Developer may apply to the Approving Officer for approval to amend the Phasing Declaration to reduce the area of and dimensions of Phase 6 so as to create a new Phase 7 ("Phase 7"). The number of strata lots in Phase 6 will remain at 20 and the number of strata lots in Phase 7 will not be more than 20.

The Developer has had discussions with the District as to the use and/or zoning of the proposed Phase 7 and the provision of other lands owned by the Developer in the vicinity of the Strata Corporation for housing (the "Other Lands").

Phase 7 and/or the Other Lands will be serviced by the existing water and sewer treatment systems which provide those services to the Strata Corporation. The Developer will negotiate with the Strata Corporation the terms and conditions of the provision of those services to Phase 7 and/or the Other Lands.

The Developer has advised the Strata Council of its discussions with the District and the possibility of amending the Phasing Declaration. The terms and conditions of any agreement with the Strata Corporation and/or the provision of water and sewer treatment facilities to Phase 7 and the Other Lands will be subject to the approval of the applicable provincial jurisdictions.

The amendment to the boundaries of Phase 6 and creation of Phase 7 will require the Developer to obtain all consents and approvals for the amendment to the Phasing Declaration including the Approving Officer for the Ministry of Infrastructure and Highways and the Strata Corporation.

If the Developers elect not to proceed with Phase 6:

- (a) the portion of the Lands included within any the proposed boundaries of Phase 6 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) unless an agreement is reached with the Strata Corporation 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 Phases 1 to 5.

In the event that the Developers elect not to proceed with Phase 6 the Developers will enter into an agreement with the Strata Corporation and/or Wedgewoods Utilities Inc. to make such systems available for use by the occupants of the Lands.

### 3. STRATA INFORMATION

#### 3.1 Unit Entitlement

The Form V Schedule of Unit Entitlement for Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots filed in the Land Title Office with the Filed Strata Plan are attached as Exhibit "E". The proposed Form V Schedule of Unit Entitlement for the Phase 4 Strata Lots and the Phase 5 Strata Lots filed in are attached as Schedule "F".

The unit entitlement is the share of an owner in the common property, common facilities and other assets of the Strata Corporation. It is also the figure used to determine the owner's contribution toward the operating costs of the Strata Corporation. The unit entitlement for each Strata Lot is 1 no matter what the size of the Strata Lot.

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

#### 3.2 Voting Rights

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

#### 3.3 Common Property and Facilities

The common facilities in Phase 1 are the mail kiosk and the garbage structure. There aren't any common facilities in Phase 2. The common facilities in Phase 3 are activity centre with a change room and exercise area, outdoor covered picnic/barbeque area, all-purpose outdoor sports court and parking adjacent to these facilities.

There will not be any common facilities in Phase 4 or Phase 5 other than a tennis court which will be located on common property in Phase 4 and completed concurrently with the completion of services to Phase 5.

#### 3.4 Limited Common Property

The Developers did not designate on the Filed Strata Plan or otherwise any common property as limited common property and no limited common property will be designated as limited common property on the Preliminary Strata Plan for Phase 4 or the Preliminary Strata Plan for Phase 5.

#### 3.5 Bylaws

The Bylaws of the Strata Corporation are those filed in the Land Title Office a copy of which is attached as Exhibit "H". The strata council is considering further amendments to the Bylaws regarding construction on strata lots and prohibiting trailers and other any similar structure capable of providing overnight accommodation, other than construction trailers or where such trailers or similar structures are stored in an appropriately enclosed or screened area

The filed amendments to the Standard Bylaws include provisions:

- (l) levying an interest charge on outstanding strata fees at the rate of 10% per annum, compounded annually;

- (II) establishing fines of \$200 for breach of a bylaw and \$50 for contravention of a rule;
- (III) prohibiting parking on any portion of the common property which has not been designated for such use by the strata council; and
- (IV) requiring each owner to comply with any statutory building scheme or restrictive covenant, including Section 219 Covenants, easements, rights of way registered against title to the Strata Lot as well as any local government bylaws regarding environmental protection or sustainability, and permitting an owner to be fined by the Strata Corporation for not doing so;
- (V) if the council, on reasonable grounds, considers a pet to be a nuisance, the council may require the pet to be removed.

### 3.6 Parking

No portions of the common property in Phase 1, Phase 2 or Phase 3 have been designated by the Developers for parking and no portions will be designated in Phase 4 or Phase 5. All parking in Phases 1 to 5 will be within the boundaries of the Strata Lots save and except that an area adjacent to the Common Facilities in Phase 3 will be designated for parking for those persons using the Common Facilities on terms and conditions established by the strata council.

### 3.7 Annual Budget

A copy of the current annual budget for the Strata Corporation and the monthly maintenance of the Strata Lots is attached as Exhibit "I". The proposed budget for Phases 4 and 5 as Exhibit "J". The budgets attached as Exhibits "I" and "J" are collectively called the "Budget".

### 3.8 Utilities and Services

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

#### (B) 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 (collectively, the "Water System") has been completed. The Water System provides water to a boundary of each Strata Lot.

Wedgewood Utilities Inc. holds the 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 Phase 4 Strata Lots and the Phase 5 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 "K" for the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots and as Exhibit "L" for the Phase 4 Strata Lots and the Phase 5 Strata Lots.



The Developer may from time to time apply for an increase in the tariff of rates and if approved by the Comptroller then the rates will be increase. As of the date of this Disclosure Statement the rate is \$ 83.23 per month per strata lot.

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 have established a Replacement Reserve Fund by contributing an annual amount prescribed by the Comptroller of Water Rights as a contribution to 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, Phase 6 or if approved Phase 7 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 transfer agreement may provide for a sale of the assets comprising the Water System or a transfer of the shares of Wedgewoods Utilities Inc.

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.

As noted in Section 2.4 the Developers may elect to create Phase 7 and the Developers have had discussions with respect to the relocation of the Waldorf School on lands located immediately to the north of the Strata Corporation and subject to required approvals or consents from the Comptroller may negotiate an agreement enabling the relocated Waldorf School, the strata lots to be created in Phase 7 and the Additional Lands 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, the Phase 7 Strata Lots or the Additional Lands for water and/or use of the Water System. The payments by the Waldorf School will be based on the average volume of water used and the average volume of water used by an individual Strata Lot.

Wedgewoods Utilities Inc. 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:

(C) Electricity:

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

(D) Sewage:

The pumping, filtration, reservoirs, underground water mains, lines and pipes, together with ancillary appliances and fittings for the purpose of containing, pumping, conveying or metering sewage from the Strata Lots (collectively the Sewage Facility”) servicing the Lots have been completed.

The Sewage Facility was registered with the Ministry of Water Land and Air Protection on June 12, 2008 under Number RE18092 pursuant to the Municipal Sewage Regulation under the Environmental Management Act.

The Developers prepared an assurance plan dated November 2012 for a Registered Discharge under the Municipal Sewage Regulation (the “Assurance Plan”). In accordance with the requirements of the Ministry of the Environment the Assurance Plan the Developers retained Nova.Tec Consultants Inc (“Nova Tec”) independent professional engineers, acceptable to the Ministry, to review the Assurance Plan. Nova Tec provided the Assurance Plan to the Ministry and on December 10, 2012 provided written confirmation to the Ministry that the Assurance Plan adequately addresses the requirements of the Municipal Sewage Regulation (1999) as per the BC Guidelines for Assurance Plans-A Companion Document to the Municipal Sewage Regulation.

The Sources of Funds described in the Assurance Plan include the monies secured by the rent Charge and described on page 18 and 19 of the Assurance Plan. A copy of the Rent Charge, sewer, for the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots is attached as Exhibit “M” and for the Phase 4 Strata Lots and the Phase 5 Strata Lots as Exhibit “N”. A separate rent charge will charge the Lands.

In addition to the Rent Charges Yukon will establish a trust account designated as a capital replacement fund. A portion of the annual fees paid by the owner of each Strata Lot for use of the Sewage System will be deposited into that trust account. The amount of the annual contribution to the trust account will be determined by an independent engineer.

When the Sewage System is transferred to the Strata Corporation the trust account and the Rent Charges will be transferred as well.

Prior to transfer of the Sewage System to the Strata Corporation the signatories to the trust account comprising the capital replacement fund will be as set out on page 18 and 19 of the Assurance Plan.

The Sewage System will be transferred to the Strata Corporation concurrently with the transfer of the Water System either by a transfer of the shares of Wedgewoods Utilities Inc. or by way of a transfer of the assets comprising the Sewer System

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

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

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

As noted in Section 2.4 the Developers may elect to create Phase 7 and the Developers have had discussions with respect to the relocation of the Waldorf School on lands located immediately to the north of the Strata Corporation and subject to required approvals or consents from the Comptroller may negotiate an agreement enabling the relocated Waldorf School, the strata lots to be created in Phase 7 and the Additional Lands to utilize the existing the Sewer System.

(E) Natural Gas:

No natural gas will be provided to the Development or to any Strata Lot.

(F) Fire protection:

There is no organized fire protection system.

(G) Telephone:

The Development is to be serviced with telephone service to a boundary of each Strata Lot at the cost of the Developers. All costs of hook-up to the service, and all user fees must be paid by the Purchaser to the provider.

(H) Access:

Physical access to the Development is from a publically dedicated road.

(I) Cable:

A conduit for provision of cablevision service and other telephone services has been provided to a property line of each Strata Lot.

### 3.9 Strata Management Contracts

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.

### 3.10 Insurance

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

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

- (d) replacement cost all perils insurance on any improvements located on the common property.

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

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

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

### 3.11 Rental Disclosure Statement

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

## 4. TITLE AND LEGAL MATTERS

### 4.1 Legal Description

Exhibit "O" sets out the full legal descriptions for the Phase 1 Strata Lots, the Phase 2 Strata Lots, the Phase 3 Strata Lots and the Lands and the anticipated legal descriptions for the Phase 4 Strata Lots and the Phase 5 Strata Lots.

### 4.2 Ownership

Yukon is the registered owner of the Phase 1 Strata Lots, the Phase 2 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 Lands and the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots.

### 4.3 Existing Encumbrances and Legal Notations

As of the date of this disclosure statement the legal notations, charges and encumbrances that are registered against title to the Lands and the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots are set out on Exhibit "P".

Encumbrances proposed in connection with Phases 4 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.

### 4.4 Proposed Encumbrances

The Proposed Encumbrances to be registered against title the Phase 4 Strata Lots and/or the Phase 5 Strata Lots are:

- (a) A rent charge with respect to the Sewer System, substantially in the form attached as Exhibit "N". The rent charge secures payment of the availability fee and the unexpected costs as described in the Rent Charge.

- (b) A rent charge with respect to the provision of water, substantially in the form attached as Exhibit "L"
- (d) Declaration of Building Scheme, substantially in the form attached as Exhibit "R"
- (e) 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.
- (f) 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. The building envelopes for the Phase 4 Strata Lots and for the Phase 5 Strata Lots are shown on the plans attached as Exhibit "S".
- (g) A rent Charge in favour of Wedgewoods Utilities Inc. with respect to the provision of water charging the remainder of the Lands after filing the Phase 4 or the Phase 5 Strata Plan.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

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

#### 4.6 Environmental Matters

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

### 5. CONSTRUCTION AND WARRANTIES

#### 5.1 Construction Dates

Installation of the services and utilities for the Strata Lots have been completed.

Installation of the services and utilities for the Phase 4 Strata Lots will be completed between November 1, 2018 and January 31, 2019 and installation of the services for the Phase 5 Strata Lots will be completed between May15, 2019 and August 15, 2019.

#### 5.2 Warranties

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

## **6. APPROVALS AND FINANCES**

### **6.1 Development Approval**

The filed Strata Plan for the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots have been deposited in the Land Title Office. The Approving Officer for the Ministry of Transportation issued a Proposed Subdivision Preliminary Layout Approval for Phase 4 and Phase 5 on December 8, 2016.

### **6.2 Construction Financing**

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

## **7. MISCELLANEOUS**

### **7.1 Deposits**

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

### **7.2 Purchase Agreement**

The Developers intends to use the form of Purchase Agreement attached as Exhibit "T" for the sale of the Phase 1 Strata Lots, the Phase 2 Strata Lots and the Phase 3 Strata Lots (the "Purchase Agreement No. 1") and to use the form attached as Exhibit "U" for Phase 4 Strata Lots and the Phase 5 Strata Lots ("Purchase Agreement No. 2").

As required by the Superintendent of Real Estate, certain provisions in Purchase Agreement No. 2 are described below. However, purchasers should read the 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 Purchase Agreement No. 1 or Purchase Agreement No. 2 the executed 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 Purchase Agreement No. 2 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 Purchase Agreement No. 2 is extended by agreement or as provided in Purchase Agreement No. 2.

#### **(b) Extension Provisions.**

Section 2 of Schedule "A" to Purchase Agreement No. 2 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 Purchase Agreement No. 2 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 Purchase Agreement No. 2 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 Purchase Agreement No. 2 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 Purchase Agreement No. 2, 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.

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

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

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

### 7.3 Developers' Commitments

No commitments.

## 7.4 Other Material Facts

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

- (a) water distribution system generally consisting of 100 mm, 150 mm, 200 mm and 300 mm C-900 watermain and associated bends, appurtenances, service connections, valves, blow offs, air release valves, hydrants, chambers, communication wiring and a Pressure Reducing station;
- (b) sanitary collection system generally consisting of 100 mm, 150 mm and 200 mm PVC SDR 35 sanitary mains, concrete manholes, service connections, cleanouts and appurtenances for the sanitary distribution system; and
- (c) the entry monument, entry column features, paved trail and soft landscaping.

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

## 8. EXHIBITS

The exhibits attached to this Disclosure Statement are as follows:

Exhibit "A"	Filed Strata Plans Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots
Exhibit "B"	Preliminary Strata Plan Phase 4 and Preliminary Strata Plan Phase 5
Exhibit "C"	Filed Form P Phasing Declaration and Amendments
Exhibit "D"	Plan for Amendment to the Phasing Declaration
Exhibit "E"	Filed Form V Unit Entitlement Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots
Exhibit "F"	Proposed Form V Unit Entitlement for Phase 4 and Phase 5 Strata Lots
Exhibit "G"	Filed Form W Voting Rights Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots
Exhibit "H"	Filed Strata Corporation Bylaws
Exhibit "I"	Strata Corporation Budget
Exhibit "J"	Phase 4 Strata Lot and Phase 5 Strata Lot Budget
Exhibit "K"	Filed Rent Charge, Water for Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots
Exhibit "L"	Rent Charge Water for Phase 4 Strata Lots and Phase 5 Strata Lots
Exhibit "M"	Filed Rent Charge Sewer for Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata
Exhibit "N"	Rent Charge Sewer Phase 4 and Phase 5 Strata Lots
Exhibit "O"	Legal Description



Exhibit "P"	Registered legal notations, charges and encumbrances
Exhibit "Q"	Filed Building Schemes Phase 1 Strata Lots, Phase 2 Strata Lots and Phase 3 Strata Lots
Exhibit "R"	Building Scheme for Phase 4 Strata Lots and Phase 5 Strata Lots
Exhibit "S"	Sketch Plan for Building Envelopes for Phase 4 Strata Lots and Phase 5 Strata Lots
Exhibit "T"	Purchase Agreement No 1
Exhibit "U"	Purchase Agreement No 2
Exhibit "V"	Rental Disclosure Statement

**Deemed Reliance**

Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Consolidated Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Consolidated Disclosure Statement, if any, and any omission to state a material fact. The Developers, their directors and any person who has signed or authorized the filing of this Consolidated Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

**Declaration**

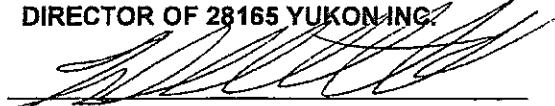
The foregoing declarations disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia as of \_\_\_\_\_, 2018.

**28165 YUKON INC.**

Per: 

Authorized Signatory

**DIRECTOR OF 28165 YUKON INC.**

  
David Ehrhardt

SUNNY PARADISE HOLDINGS INC

Per: Ferguson Kelly  
Authorized Signatory  
FORNACIS LTD. DIRECTOR GEMINORUM LTD. Director  
DIRECTOR(S) OF SUNNY PARADISE HOLDINGS INC.

FORNACIS LTD.

Per: Ferguson  
Authorized Signatory

Per: Kelly  
Authorized Signatory

GEMINORUM LTD.

Per: Ferguson  
Authorized Signatory

Per: Kelly  
Authorized Signatory

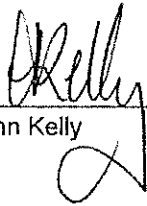
DIRECTORS OF FORNACIS LTD.

Fabrizio Tuletta  
Fabrizio Tuletta


Ian Atkins  
Ian Atkins

Anya Williamson  
Anya Williamson

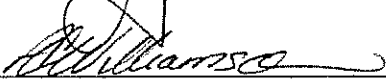
2018-10-03 15:21:33 33877694.5

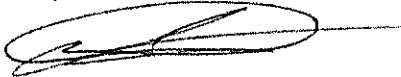
  
\_\_\_\_\_  
Lynn Kelly

**DIRECTORS OF GEMINORUM LTD.**

  
\_\_\_\_\_  
Fabrizio Tuletta

  
\_\_\_\_\_  
Lynn Kelly

  
\_\_\_\_\_  
Anya Williamson

  
\_\_\_\_\_  
Ian Atkins



© 2018 Geminorum Ltd. All rights reserved. This document is confidential and intended solely for the use of the individual named. If you have received this document by mistake, please notify us immediately by email at [info@geminorum.com](mailto:info@geminorum.com) or by phone at +44 (0)20 7000 1234.

**EXHIBITS AS ATTACHED**



**BARE LAND STRATA PLAN OF PART OF  
LOT A DISTRICT LOT 2247 GROUP 1  
NEW WESTMINSTER DISTRICT PLAN BCP39086  
EXCEPT: PHASE ONE STRATA PLAN BCS3916  
BOSS 92.016**

**STRATA PLAN BCS3916  
PHASE 2**

UNITS: METERS IN METERS  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500  
 GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10  
 THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528  
 THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS  
 BEARINGS TO BEARINGS ARE MAGNETIC

- LEGEND**
- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528

THIS PLAN SHOWS HORIZONTAL, VERTICAL, AND DISTANCE UNLESS OTHERWISE SPECIFIED TO COMPLY WITH DISTANCE AND ANGLE TOLERANCES SPECIFIED BY THE APPLICABLE CURRICULAR FACTOR OF SUPPORTIVE THE CURRENTLY IN FORCE HAS BEEN DETERMINED BASED ON AN ELEVATIONAL ELEVATION OF 65.51 METERS

BEARINGS TO BEARINGS ARE MAGNETIC

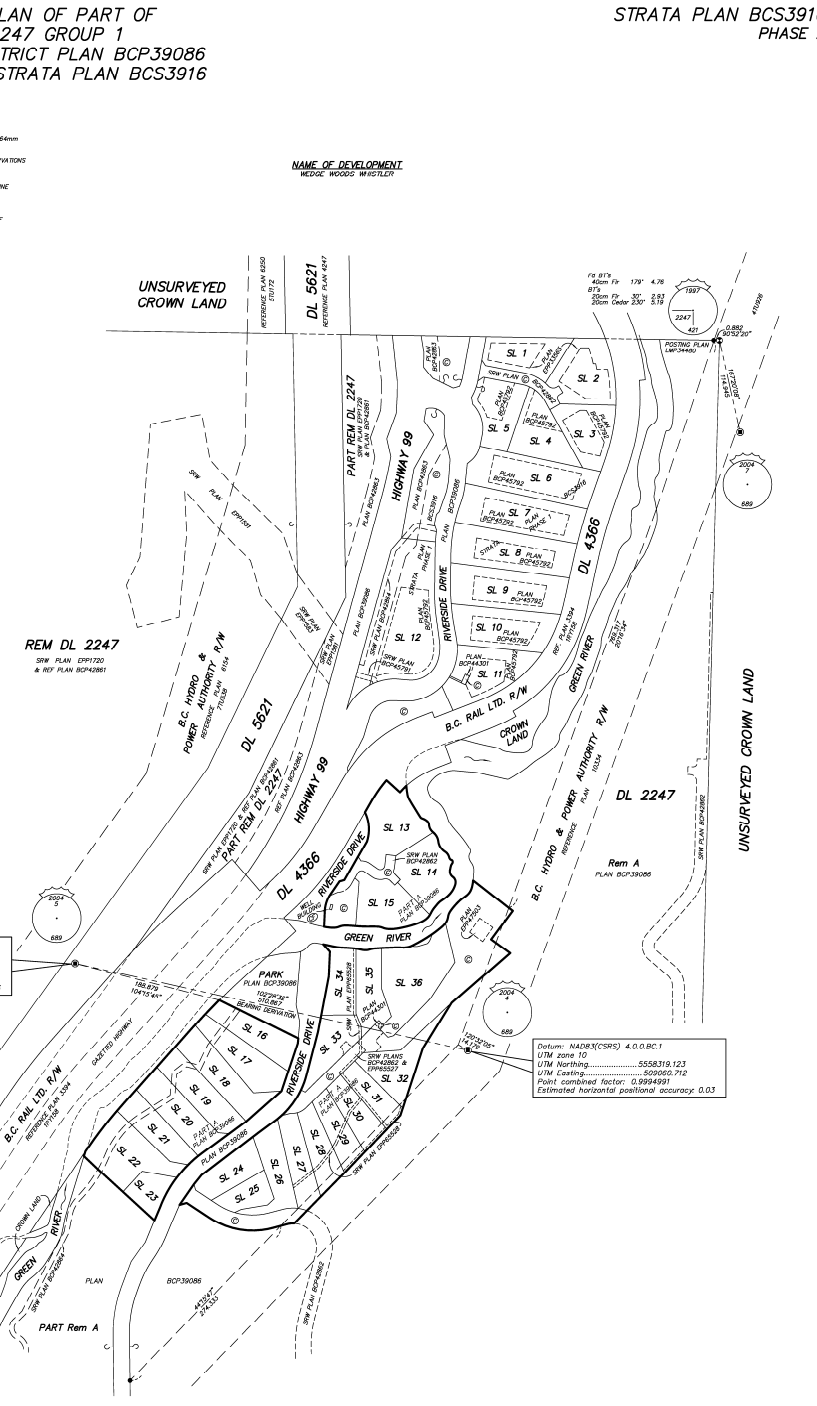
LEGEND

- FOUND PEGS:**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - DENOTES STANDARD ROCK POST
  - ⊙ DENOTES STANDARD CAPPED POST
  - ⊕ DENOTES WITNESS
  - ⊖ DENOTES NO EVIDENCE FOUND
  - ⊗ DENOTES METEAS
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY
  - ⊗ DENOTES FACILITY BEING COMMON PROPERTY
- THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER

THE INTENDED PLOT SIZE OF THIS PLAN IS 56mm IN WIDTH BY 86mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY SHOWN ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WESTLEY ACTIVE CONTROL MONUMENT SCOM NO. 997528



**KEY PLAN**

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE APPLICABLE ACT FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE WITH FILE 2018-0322

THIS PLAN IS PHASE 2 OF A 9 PHASE STRATA PLAN UNDER SECTION 21 OF THE STRATA PROPERTY ACT (1991) WITHIN THE JURISDICTION OF THE APPLICABLE ACT FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE WITH FILE 2018-0322

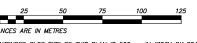
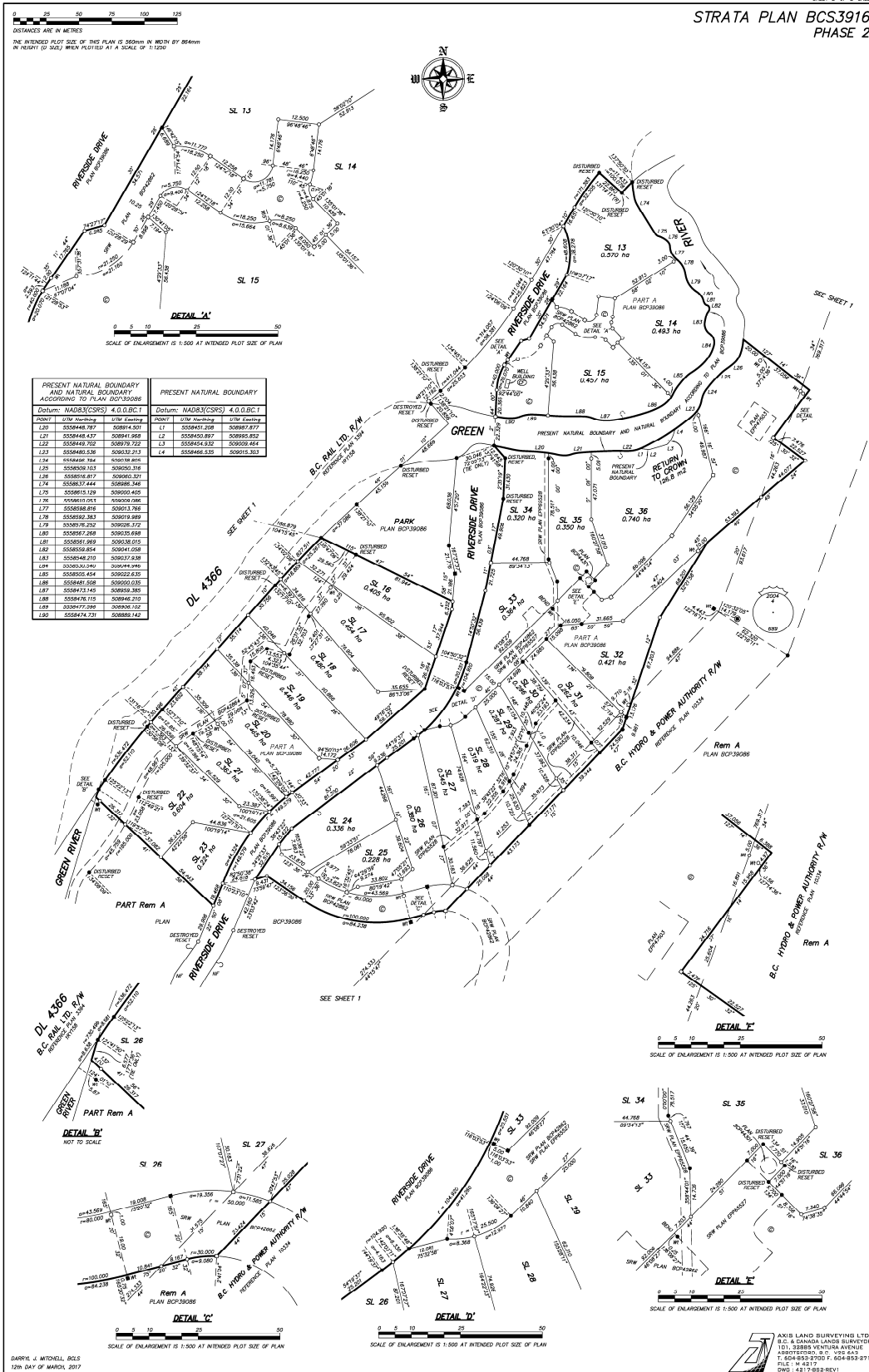
THE COMMON FACILITY (MEL BUILDING) IN THIS PHASE IS REFERRED TO IN SECTION 21(1) OF THE STRATA PROPERTY ACT FOR THIS STRATA PLAN

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 30th DAY OF JANUARY, 2018. DARRYL J. MITCHELL, BOLS 889

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

ANHE LAND SURVEYORS LTD. B.C. & DAN GAUDIN LAND SURVEYORS 101, 2288 WENTWORTH AVENUE ABSENTHORPE, B.C. V3C 4A3 T: 604-883-2701 F: 604-883-8710 FILE #: 4511 DWS: 14317882-REV1

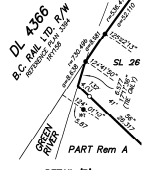
STRATA PLAN BCS3916  
PHASE 2



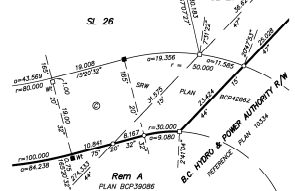
THE INTENDED PLOT SIZE OF THIS PLAN IS 350mm IN WIDTH BY 864mm IN HEIGHT (TO SIZE) WHEN PLOTTED AT A SCALE OF 1:1250



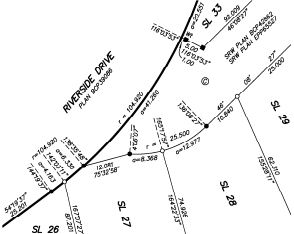
PRESENT NATURAL BOUNDARY AND NATURAL BOUNDARY ACCORDING TO PLAN BCP39086			PRESENT NATURAL BOUNDARY		
POINT	UTM Northing	UTM Easting	POINT	UTM Northing	UTM Easting
L20	550844.791	508974.501	L1	550843.028	508971.877
L21	550844.437	508941.959	L2	550840.897	50895.832
L22	550849.702	508976.752	L3	550849.932	50909.864
L23	550844.536	509032.213	L4	550846.535	509076.353
L24	550844.784	509038.804			
L25	550840.123	509030.318			
L26	550838.877	509030.321			
L27	550837.444	509036.248			
L28	550835.128	509040.400			
L29	550835.024	509040.400			
L30	550835.024	509040.400			
L31	550835.024	509040.400			
L32	550835.024	509040.400			
L33	550835.024	509040.400			
L34	550835.024	509040.400			
L35	550835.024	509040.400			
L36	550835.024	509040.400			
L37	550835.024	509040.400			
L38	550835.024	509040.400			
L39	550835.024	509040.400			
L40	550835.024	509040.400			
L41	550835.024	509040.400			
L42	550835.024	509040.400			
L43	550835.024	509040.400			
L44	550835.024	509040.400			
L45	550835.024	509040.400			
L46	550835.024	509040.400			
L47	550835.024	509040.400			
L48	550835.024	509040.400			
L49	550835.024	509040.400			
L50	550835.024	509040.400			



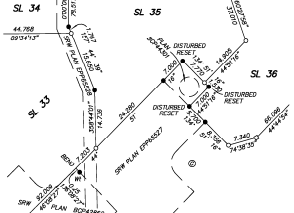
DETAIL 'A'  
NOT TO SCALE



DETAIL 'B'



DETAIL 'C'



DETAIL 'D'

GARRIE J. MITCHELL, BOLS  
13th DAY OF MARCH 2017


AXIS LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
101, 2285 WENTWORTH AVENUE  
ABERDEEN, B.C. V2C 4A3  
TEL: 604-883-2701 F: 604-883-8710  
FAX: 604-883-2671  
DWS: 14817-883-REVI1



**BARE LAND STRATA PLAN OF PART OF  
LOT A DISTRICT LOT 2247 GROUP 1  
NEW WESTMINSTER DISTRICT PLAN BCP39086  
EXCEPT: PHASES ONE AND TWO STRATA PLAN BCS3916**

**STRATA PLAN BCS3916  
PHASE 3**

**BCS 92.016**



DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (0.52X) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE GENERAL MERIDIAN OF UTM ZONE 10. THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY WERE DERIVED FROM DUAL FREQUENCY BEASLINE RES TO INSTANTLY ACTIVE CONTROL MONUMENT SCW AL 99752R.

THIS PLAN SHOWS HORIZONTAL, BENCH-LEVEL, DISTANCES, LINE BEARS, BEARINGS, TO COMPUTE GRID DISTANCES, MULTIPLE GRID-BEARS, DISTANCES OF THE PARALLEL CORNER FACTOR OF 0.999921. THE CORNER FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 655.1 METRES.

BEARINGS TO BEARING TRUCKS ARE MAGNETIC.

**LEGEND**

- FOUND PLACED**
- DENOTES STANDARD IRON POST
  - DENOTES LEAD PLUG
  - ⊙ DENOTES STANDARD CONCRETE POST
  - ⊕ DENOTES STANDARD IRON POST
  - ⊖ DENOTES STANDARD CAPPED POST
  - ⊗ DENOTES WITNESS
  - ⊘ DENOTES MEASURE
  - (C) DENOTES CALCULATED
  - (R) DENOTES RADIAL
  - SL DENOTES STRATA LOT
  - ⊕ DENOTES COMMON PROPERTY



**NAME OF DEVELOPMENT**

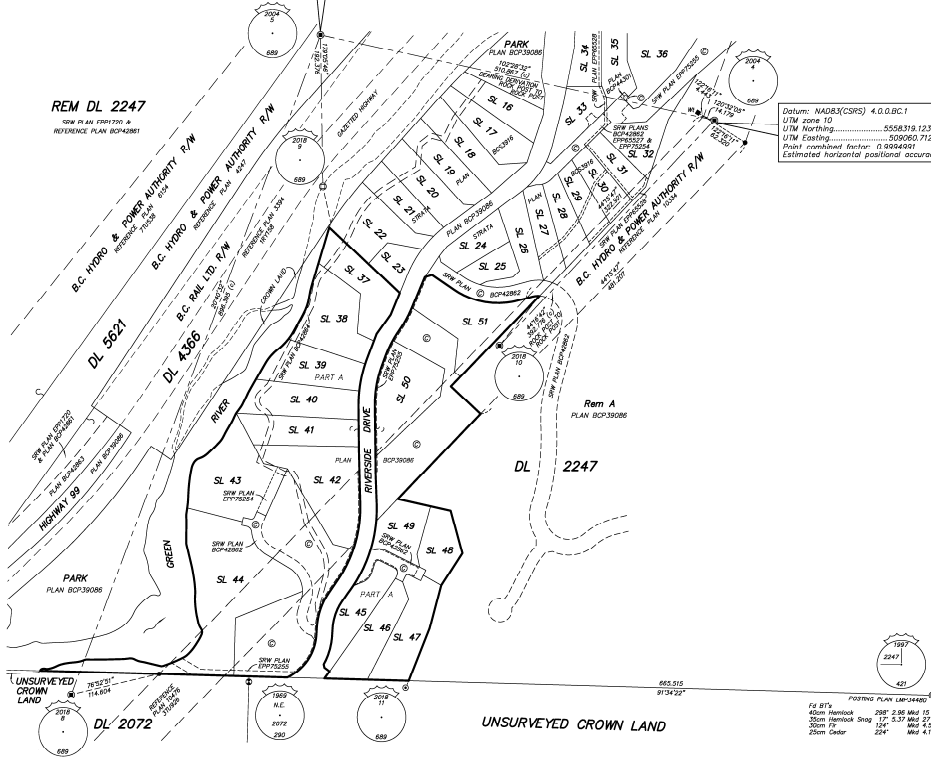
MEADOW WOODS WINDLETT

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS.

MODIFIED MONUMENTATION HAS BEEN APPROVED FOR THIS SURVEY.

Datum: NAD83(CRS) 4.0.0.BC.1  
 UTM zone 10  
 UTM Northing: 5558429.428  
 UTM Easting: 508582.157  
 Point combined factor: 0.9999208  
 Estimated horizontal positional accuracy: 0.03

Datum: NAD83(CRS) 4.0.0.BC.1  
 UTM zone 10  
 UTM Northing: 5558378.123  
 UTM Easting: 508682.712  
 Point combined factor: 0.9994951  
 Estimated horizontal positional accuracy: 0.03



**KEY PLAN**

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE SPRINGFIELD ACT FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE. MOST FILE 2018-0372

THIS PLAN IS PHASE 3 OF A 6 PHASE STRATA PLAN UNDER SECTION 10 OF THE STRATA PROPERTY ACT (SPA) WITHIN THE JURISDICTION OF THE SPRINGFIELD ACT FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE. MOST FILE 2018-0372

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED ON THE 17th DAY OF JANUARY, 2018.  
 DARRIE J. MITCHELL, BCLS 689

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT



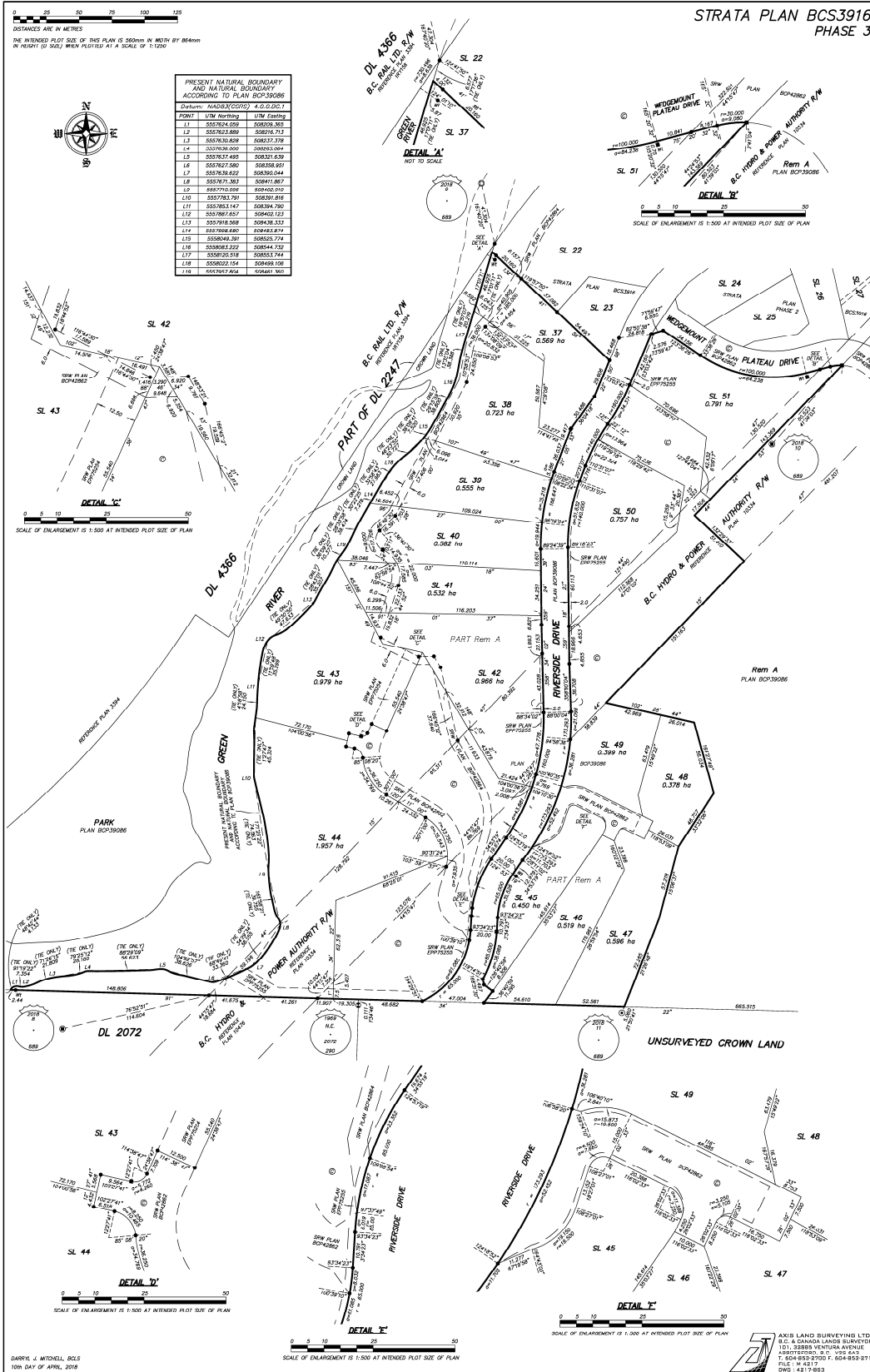
Status: Filed

Plan #: BCS3916 App #: CA6292468 Ctr #: (Altered)

RCVD: 2010-08-17 RQST: 2018-08-20 12.25.35

SHEET 2 OF 2 SHEETS

STRATA PLAN BCS3916  
PHASE 3



PRESENT NATURAL BOUNDARY AND NATURAL BOUNDARY ACCORDING TO PLAN BCP3906

POINT	UTM Northing	UTM Easting
L1	5557624.059	50809.365
L2	5557623.689	50809.711
L3	5557630.438	50827.378
L4	5557636.509	50845.044
L5	5557637.495	50851.639
L6	5557627.580	50838.697
L7	5557636.632	50846.044
L8	5557671.383	50841.867
L9	5557702.059	50846.970
L10	5557783.791	50839.816
L11	5557853.147	50824.780
L12	5557867.657	50843.723
L13	5557918.508	50848.553
L14	5557908.690	50842.874
L15	5558046.391	50855.774
L16	5558043.232	50844.732
L17	5558036.518	50855.774
L18	5558022.154	50845.100
L19	5557987.904	50841.360

GARRIE J MITCHELL, BOLS  
10th DAY OF APRIL, 2018

AKIE LAND SURVEYING LTD.  
B.C. & ONTARIO LAND SURVEYORS  
101, 2288 VENTURA AVENUE  
ABERFORTH, B.C. V2C 4A3  
T: 604-883-2707 F: 604-883-2710  
FILE #: H 4511  
DWS: 14817883

**EXHIBIT "B"**

**PRELIMINARY BARE LAND STRATA PLAN OF PART OF  
LOT A DISTRICT LOT 2247 GROUP 1  
NEW WESTMINSTER DISTRICT PLAN BCP39086  
EXCEPT: PHASES ONE, TWO AND THREE STRATA PLAN BCS3916**

**STRATA PLAN BCS3916  
PHASE 4**

BCGS 92.4.016



DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 846mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 15.

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY INDICED ARE DERIVED FROM DUAL FREQUENCY GNSS TIES TO WHISTLER ACTIVE CONTROL MONUMENT GCM No. 997528.

THIS PLAN SHOWS HORIZONTAL, VERTICAL, LEVEL, DISTANCE VALUES OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES, MULTIPLE GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.999910. THE CORRECTION FACTOR HAS BEEN DETERMINED BASED ON AN ELEVATION ELEVATION OF 652.1 METRES.

BEARINGS TO BEARING TREES ARE MAGNETIC.

**LEGEND**

FOUND PLACED

- DENOTES STANDARD IRON POST
- DENOTES LEAD PLUG
- DENOTES STANDARD CONCRETE POST
- ⊙ DENOTES STANDARD WOOD POST
- ⊕ DENOTES STANDARD COPPER POST
- ⊗ DENOTES WITNESS
- ⊘ DENOTES WITNESS
- (C) DENOTES CALCULATED
- (P) DENOTES PADAL
- SL DENOTES STRATA LOT
- ⊙ DENOTES COMMON PROPERTY

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER.

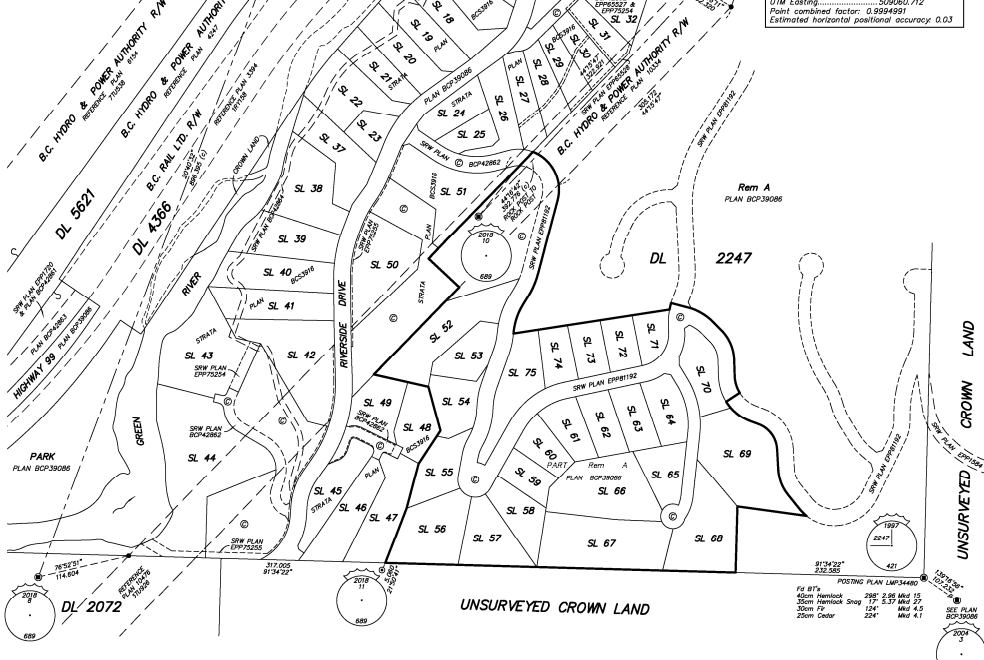


NAME OF DEVELOPMENT  
WEDGE WOODS WHISTLER

Datum: NAD83(CRS) 4.0.G.B.C1  
UTM zone 10 .....5550428.488  
UTM Northing .....508562.157  
UTM Easting .....508562.157  
Point combined factor: 0.9999008  
Estimated horizontal positional accuracy 0.03

Datum: NAD83(CRS) 4.0.G.B.C1  
UTM zone 10 .....5556310.123  
UTM Northing .....508560.712  
UTM Easting .....508560.712  
Point combined factor: 0.9994991  
Estimated horizontal positional accuracy 0.03

**REM DL 2247**  
SW PLAN EPP720 &  
REFERENCE PLAN BCP40861



**KEY PLAN**

2018-AUG-1

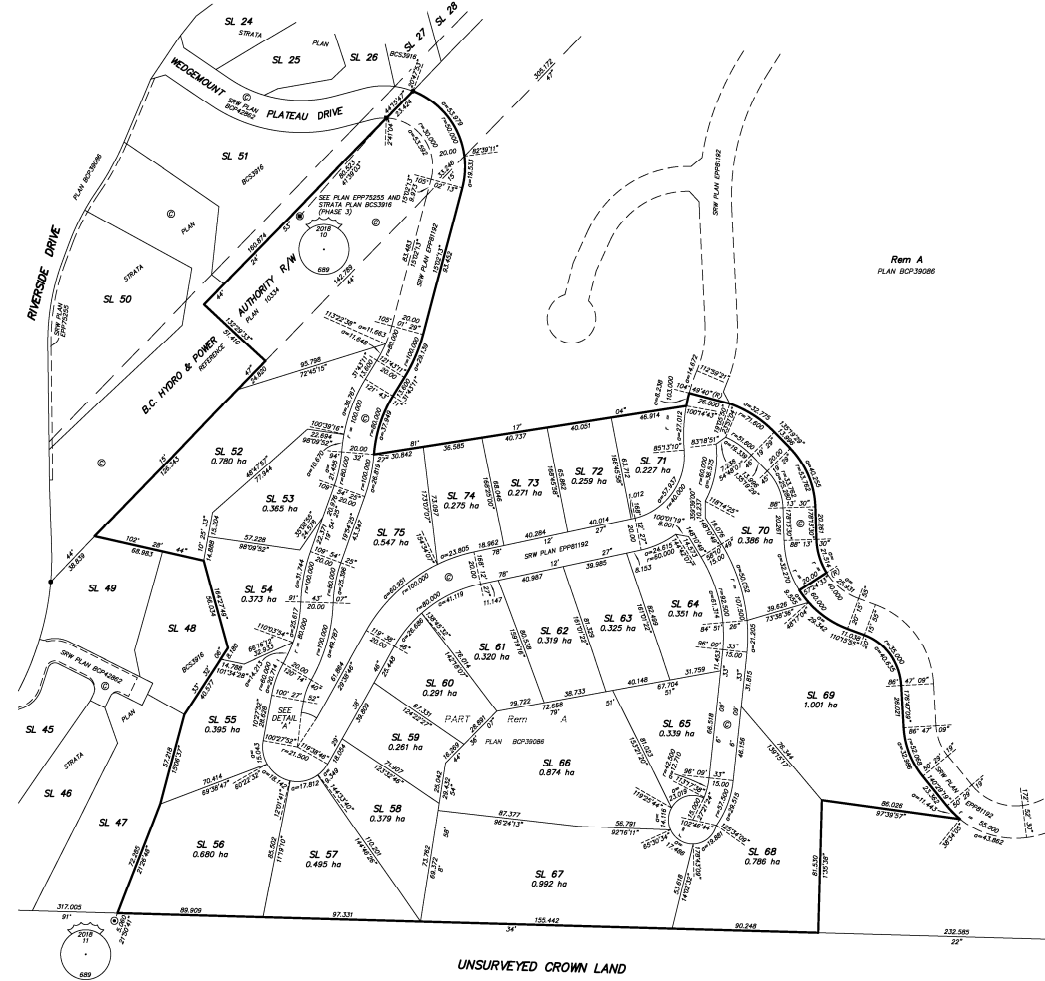
THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT



SHEET 2 OF 2 SHEETS

STRATA PLAN BCS3916  
PHASE 4

0 25 50 75 100 125  
DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D 303) WHEN PLOTTED AT A SCALE OF 1:1250



Rem A  
PLAN BCP3088

UNSURVEYED CROWN LAND



DETAIL A  
NOT TO SCALE

DARRIN J. MITCHELL, BCLS  
19th DAY OF \_\_\_\_\_, 2008



PRELIMINARY BARE LAND STRATA PLAN OF PART OF LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39086 EXCEPT: PHASES ONE, TWO, THREE AND FOUR STRATA PLAN BCS3916

STRATA PLAN BCS3916 PHASE 5

BCOS 924.016



DISTANCES ARE IN METRES THE PRINTED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:2500

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY INDICATED ARE DERIVED FROM DUAL FREQUENCY BASELINE TESTS TO WHISTLER ACTIVE CONTROL MONUMENT SCM No. 997528

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES. MEASUREMENTS OF GROUND-LEVEL DISTANCES BY THE TRIANGULAR COMBINED FACTOR OF 0.9999925 THE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 85.1 METRES. BEARINGS TO BEARING TREES ARE INDICATED.

LEGEND

FOUND PLACED

- DENOTES STANDARD IRON POST
- DENOTES LEAD PLUG
- ⊙ DENOTES STANDARD CONCRETE POST
- ⊙ DENOTES STANDARD ROCK POST
- ⊙ DENOTES STANDARD CAPPED POST
- WT DENOTES WITNESS
- PA DENOTES PECTAWES
- (G) DENOTES CALCULATED
- (V) DENOTES VERTICAL
- SL DENOTES STRATA LOT
- ⊙ DENOTES COMMON PROPERTY

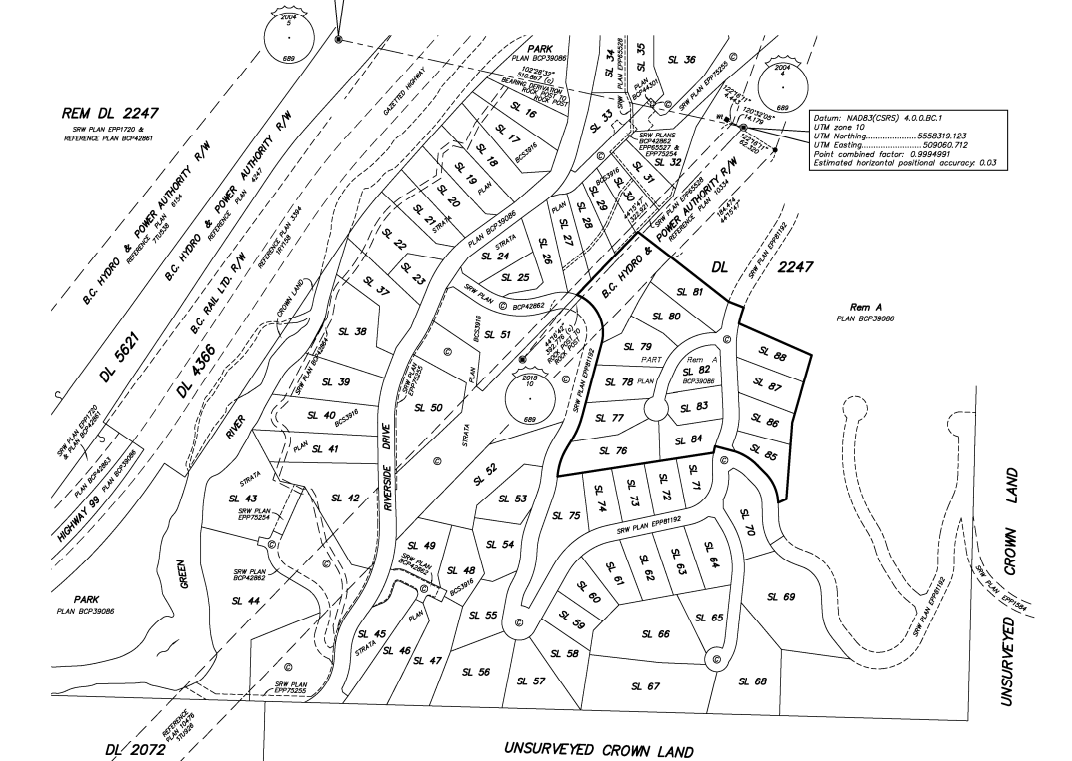
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS.



NAME OF DEVELOPMENT WEDGE WOODS WHISTLER

Datum: NAD83(CRS) 4.0.GBC1  
 UTM zone 10  
 UTM Northing: 5550428.488  
 UTM Easting: 508562.157  
 Point combined factor: 0.9999925  
 Estimated horizontal positional accuracy 0.03

Datum: NAD83(CRS) 4.0.GBC1  
 UTM zone 10  
 UTM Northing: 5556310.123  
 UTM Easting: 509060.712  
 Point combined factor: 0.9994991  
 Estimated horizontal positional accuracy 0.03



KEY PLAN

2018-AUG-1

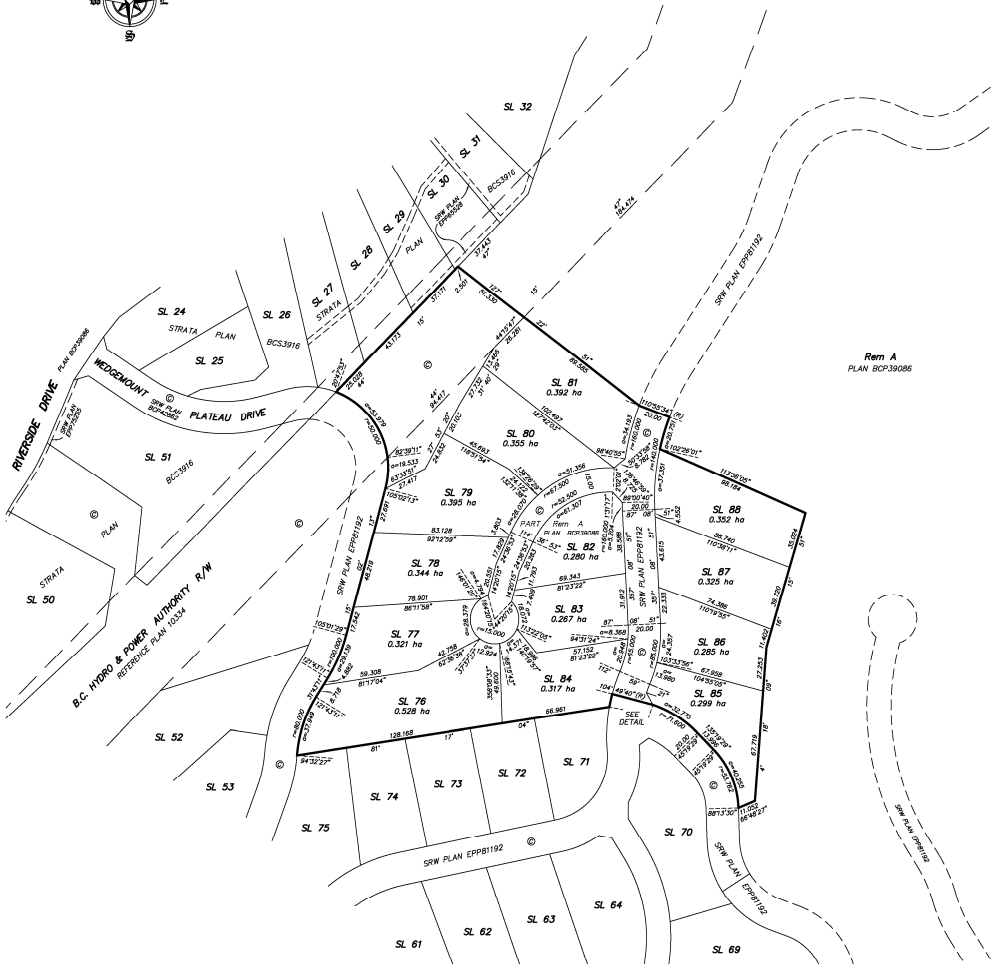
THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT



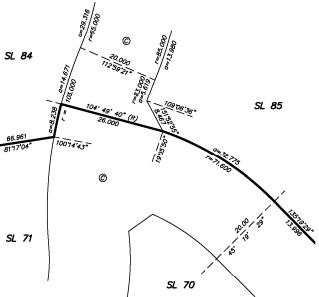
SHEET 2 OF 2 SHEETS

STRATA PLAN BCS3916  
PHASE 5

0 25 50 75 100 125  
DISTANCES ARE IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm  
IN HEIGHT (D 502) WHEN PLOTTED AT A SCALE OF 1:1250



Rem A  
PLAN BCP-19086



DETAIL  
NOT TO SCALE

DARRIN J MITCHELL, BCLS  
15th DAY OF \_\_\_\_\_ 2018



EXHIBIT "C"

Status: Filed

Doc #: BB1180553

RCVD: 2010-08-17 RQST: 2018-04-16 10.19.36

17 AUG 2010 09 28

BB1180553 ✓

July 12, 2010

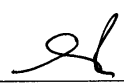
Registrar  
Land Title Office  
New Westminster/Vancouver Land Title Registry  
88 – 66<sup>th</sup> Street  
New Westminster, BC V3L 5B3

bw 8/17/2010 9:27:49 AM 3 2  
Doc File 1 \$23.75

Please receive herewith the following document for filing:

Form P Phased Strata Plan Declaration  
for 28165 Yukon Inc.

4 |



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

Our File: 54355.0007  
LTO Client No.: 010437

**West Coast  
Client # 10350**



*Strata Property Act***FORM P  
PHASED STRATA PLAN DECLARATION***(Sections 221, 222)*

We, **28165 YUKON INC.** declare:  
(Inc. # 57097A)

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

PID: 027-752-330

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

2. That the plan of development is as follows:

- (a) The development will consist of five phases deposited in consecutive order beginning with Phase 1. The common facilities will be:
- (i) a garbage and recycling structure and a mail kiosk in Phase 1;
  - (ii) an activity centre with an exercise pool, change room, and exercise area, outdoor covered picnic/barbeque area, all purpose outdoor sports court and parking adjacent to the these facilities and will be provided as part of Phase 3;
  - (iii) an all purpose outdoor sports court will be provided as part of Phase 4;
- (b) The sketch plan attached as Schedule A sets out:
- (i) all the land to be included in the phased strata plan;
  - (ii) the present parcel boundaries;
  - (iii) the approximate boundaries of each phase; and
  - (iv) the approximate location of the common facilities.
- (c) The estimated dates for beginning and completion of construction of each phase are:

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

- 2 -

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

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

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


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

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


- 3 -

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

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

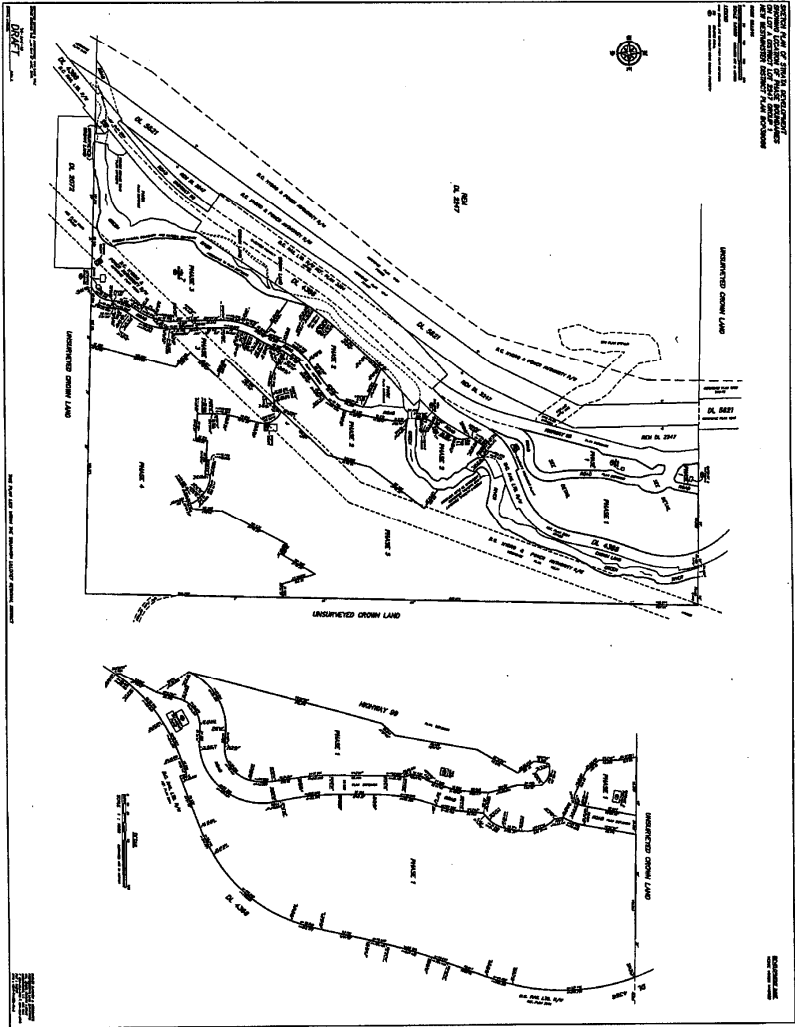
  
\_\_\_\_\_  
28165 Yukon Inc. by its authorized signatory  
David Ehrhardt  
Signature of Applicant

Date of approval: July 6<sup>TH</sup>, 2010

 DAVID EHRT  
\_\_\_\_\_  
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.

SCHEDULE A



2377231.11 June 29, 2010 - 5:59 PM

Status: Registered  
FORM\_STRATA\_V6

Doc #: CA2642905

RCVD: 2012-07-06 RQST: 2016-04-25 14.44.37

NEW WESTMINSTER LAND TITLE OFFICE

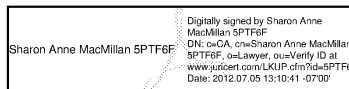
Jul-06-2012 08:59:50.001

CA2642905

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 5 PAGES

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



- CONTACT: (Name, address, phone number)  
 Sharon MacMillan, Miller Thomson LLP  
 1000, 840 Howe Street  
 Vancouver BC V6Z 2M1  
 Document Fees: \$23.90  
 604.687.2242  
 Client No: 010437 File No: 54355.0007  
 28165 Yukon / 8171639  
 Deduct LTSA Fees? Yes
- IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:  
 Form-PA Amended Phased Strata Plan Declaration LTO Document Reference: BB1180553
- 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 #: CA2642905

RCVD: 2012-07-06 RQST: 2016-04-25 14.44.37

*Strata Property Act***FORM P****AMENDED PHASED STRATA PLAN DECLARATION***(Sections 221, 222)*I, **28165 YUKON INC.** declare:

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

PID: 027-752-330

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

2. That the plan of development is as follows:

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

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

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

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

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

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

7104133.3

- 2 -

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

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

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

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

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

Status: Registered


Doc #: CA2642905

RCVD: 2012-07-06 RQST: 2016-04-25 14.44.37

- 3 -

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

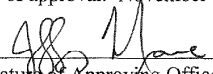
Phase number	Date
(i) Phase 1	September 1, 2008
(ii) Phase 2	December 15, 2012
(iii) Phase 3	December 15, 2013
(iv) Phase 4	December 15, 2015
(v) Phase 5	December 15, 2017

  
28165 Yukon Inc., by its  
authorized signatory

  
David Ehrhardt

Signature of Applicant

Date of approval: November 30th, 2011

  
Signature of Approving Officer

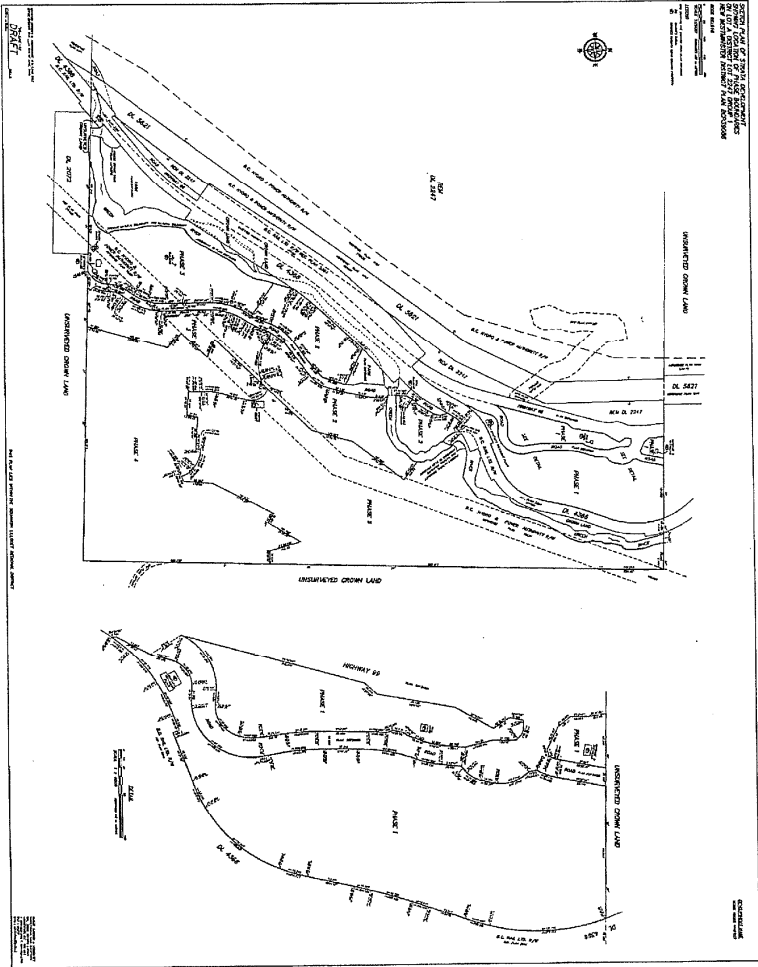
Ministry of Transportation and Infrastructure

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

7104133.3



SCHEDULE A



7104133.3

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

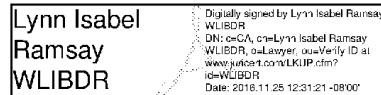
Nov-25-2016 14:05:58.001

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

- 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			Number
	Type			
(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

Status: Registered

Doc #: CA5672793

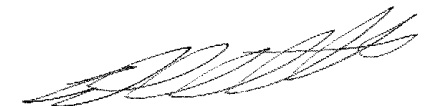
RCVD: 2016-11-25 RQST: 2016-12-12 11.57.23

- 3 -

	dwelling	
(vi) Phase 6		13
	<b>Total all phases:</b>	<b>109</b>

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.

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:**

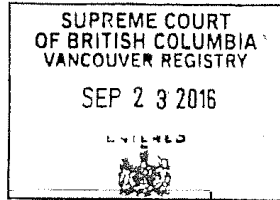
A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**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 7<sup>th</sup> day of December, 2016  
Drina A. Read  
 Authorized Signing Officer

DRINA READ

By the Court

Amackaynton  
 Registrar  
H. Dignel



20180443.1



FORM\_STRATA\_V9

## NEW WESTMINSTER LAND TITLE OFFICE

Jul-11-2018 13:23:26.001

CA6923906

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

LOCK

PAGE 1 OF 5 PAGES

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

Lynn Isabel  
Ramsay  
XYS4HGDigitally signed by Lynn  
Isabel Ramsay YYS4HG  
Date: 2018.07.10  
15:58:29 -07'00'

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP

1000, 840 Howe Street

604.687.2242

Client No: 010437 File No: 54355.5152

28165 / 32563185

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

No PID NMBR

BCP39086 EXCEPT PHASES ONE AND TWO STRATA PLAN BCS3916

Use 30 Parcel Schedule

Use 3 Parcel Schedule

*Strata Property Act*

**FORM P  
THIRD 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 Phases One and Two 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

- 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	13
(vi) Phase 6 unit entitlement	20
<b>Total unit entitlement</b>	<b>108</b>

(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 Family Residential dwellings	12
(ii) Phase 2	Single Family Residential dwellings	24
(iii) Phase 3	Single Family Residential Dwellings	15
	Activity Centre	1
(iv) Phase 4	Single Family Residential Dwellings	24
(v) Phase 5	Single Family Residential Dwellings	13
(vi) Phase 6	Single Family Residential Dwellings	20
	<b>Total all phases:</b>	<b>109</b>

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: July 9, 2018 \*

  
 \_\_\_\_\_  
 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.





EXHIBIT "E"

17 AUG 2010 09 29


BB1180566

July 12, 2010

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

Please receive herewith the following document for filing:

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

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

Our File: 54355.0007  
LTO Client No.: 010437

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

Re: Strata Plan            BCS 3916

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

Parcel Identifier:        027-752-330

**BARE LAND STRATA PLAN**

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

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

OR

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

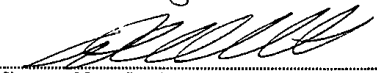
.....  
 Signature of Superintendent of Real Estate

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

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

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

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

.....  
  
 Signature of Owner/Developer

28165 YUKON INC. by its authorized signatory  
 David Ehrhardt

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



FORM\_STRATA\_V9

## NEW WESTMINSTER LAND TITLE OFFICE

Sep-12-2017 16:29:53.008

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

LOCK

CA6292499

PAGE 1 OF 3 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*.

Lynn Isabel  
Ramsay  
XYS4HGDigitally signed by Lynn Isabel Ramsay  
XYS4HG  
DN: c=CA, cn=Lynn Isabel Ramsay  
XYS4HG, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=XYS4HG  
Date: 2017.09.12 08:01:34 -0700

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.0010  
28165 / 26101958

Vancouver

BC V7Y 1G5

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

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

027-752-330

LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN

No PID NMBR

BCP39086 EXCEPT PHASE ONE STRATA PLAN BCS3916

Use 30 Parcel Schedule

Use 3 Parcel Schedule

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

Re: Strata Plan            BCS3916 (Phase 2)

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	
<b>Total number of lots: 24</b>		<b>Total unit entitlement:</b>	<b>24</b>	

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

may 9, 2017 

Date: ..... [month day, year].

28165 Yukon Inc., by its authorized signatory  
David Ehrhardt

.....  
Signature of Owner Developer

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

FORM\_STRATA\_V9

NEW WESTMINSTER LAND TITLE OFFICE

Jul-11-2018 13:23:26.010

CA6923928

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

**LOCK**

PAGE 1 OF 3 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*.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay YYS4HG Date: 2018.07.10 16:18:59 -07'00'
---------------------------------	--

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

**Import Profile**

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.5152  
28165 / 32508588

Vancouver BC V7Y 1G5  
Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**027-752-330**

**LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA  
PLAN BCP39086 EXCEPT PHASES ONE AND TWO STRATA PLAN BCS3916**

**No PID NMBR**

**Use 30 Parcel Schedule**

**Use 3 Parcel Schedule**

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

Re: Strata Plan                    BCS3916 (Phase 3)

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

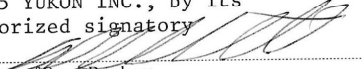
(b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

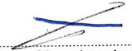
.....  
 Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in ha	Unit Entitlement	%*of Total Unit Entitlement**
37	2	0.569	1	
38	2	0.723	1	
39	2	0.555	1	
40	2	0.582	1	
41	2	0.532	1	
42	2	0.966	1	
43	2	0.979	1	
44	2	1.352	1	
45	2	0.450	1	
46	2	0.519	1	
47	2	0.596	1	
48	2	0.378	1	
49	2	0.399	1	
50	2	0.757	1	
51	2	0.791	1	
<b>Total number of lots: 15</b>		<b>Total unit entitlement:</b>	<b>15</b>	

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

Date: April 30, 2018 [month day, year].  
28165 YUKON INC., by its  
authorized signatory

  
Signature of Owner/Developer  
David Ehrhardt

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

**EXHIBIT “F”**

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

Re: Strata Plan                    BCS3916 (Phase 4)

being a strata plan of:        Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086  
 Except Phases One, Two and Three 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**
52	2	0.780	1	
53	2	0.365	1	
54	2	0.373	1	
55	2	0.395	1	
56	2	0.680	1	
57	2	0.495	1	
58	2	0.379	1	
59	2	0.261	1	
60	2	0.291	1	
61	2	0.320	1	
62	2	0.319	1	
63	2	0.325	1	
64	2	0.351	1	
65	2	0.339	1	
66	2	0.874	1	
67	2	0.992	1	
68	2	0.786	1	
69	2	1.001	1	
70	2	0.386	1	
71	2	0.227	1	
72	2	0.259	1	
73	2	0.271	1	
74	2	0.275	1	
75	2	0.547	1	
<b>Total number of lots: 24</b>		<b>Total unit entitlement:</b>	<b>24</b>	

\* 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)



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

Re: Strata Plan                      BCS3916 (Phase 5)

being a strata plan of:        Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086  
 Except Phases One, Two, Three and Four 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**
76	2	0.528	1	
77	2	0.321	1	
78	2	0.344	1	
79	2	0.395	1	
80	2	0.355	1	
81	2	0.392	1	
82	2	0.280	1	
83	2	0.267	1	
84	2	0.317	1	
85	2	0.299	1	
86	2	0.285	1	
87	2	0.325	1	
88	2	0.352	1	
<b>Total number of lots: 13</b>		<b>Total unit entitlement:</b>	<b>13</b>	

\* 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 "G"

17 AUG 2010 09 29


BB1180567

July 12, 2010

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

Please receive herewith the following document for filing:

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

  
\_\_\_\_\_  
Lynn Ramsay, Q.C.

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

Our File: 55174.0007  
LTO Client No.: 010437

*Strata Property Act*

**FORM W  
SCHEDULE OF VOTING RIGHTS**

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

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

[parcel identifier]

[legal description of strata lot]

027-752-330

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Superintendent of Real Estate

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

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

Dated May 5, 2010

28165 YUKON INC. by its  
authorized signatory



Signature of Owner Developer  
David Ehrhardt

FORM\_STRATA\_V9

## NEW WESTMINSTER LAND TITLE OFFICE

Sep-12-2017 16:29:53.009

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

LOCK

CA6292500

PAGE 1 OF 3 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*.

Lynn Isabel  
Ramsay  
XYS4HGDigitally signed by Lynn Isabel Ramsay  
XYS4HG  
DN: c=CA, cn=Lynn Isabel Ramsay  
XYS4HG, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=XYS4HG  
Date: 2017.09.12 08:02:36 -0700

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.0010  
28165 / 26101993

Vancouver

BC V7Y 1G5

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-W Schedule of Voting Rights

LTO Document Reference:

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

027-752-330

LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN

No PID NMBR

BCP39086 EXCEPT PHASE ONE STRATA PLAN BCS3916

Use 30 Parcel Schedule

Use 3 Parcel Schedule

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

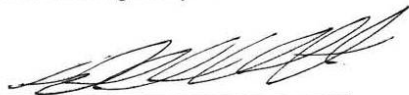
Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
13	Residential	1	1
14	Residential	1	1
15	Residential	1	1
16	Residential	1	1
17	Residential	1	1
18	Residential	1	1

- 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 May 9, 2017

**28165 YUKON INC.**, by its  
Authorized Signatory



Signature of Owner Developer  
David Ehrhardt

4338775.2 January 3, 2017 - 12:40 PM



FORM\_STRATA\_V9

## NEW WESTMINSTER LAND TITLE OFFICE

Jul-11-2018 13:23:26.011

CA6923929

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

LOCK

PAGE 1 OF 3 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*.

Lynn Isabel  
Ramsay  
XYS4HGDigitally signed by Lynn  
Isabel Ramsay YYS4HG  
Date: 2018.07.10  
16:21:46 -0700'

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

Import Profile

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.5152  
28165 / 32508611

Vancouver

BC V7Y 1G5

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-W Schedule of Voting Rights

LTO Document Reference:

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

027-752-330

LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA  
PLAN BCP39086 EXCEPT PHASES ONE AND TWO STRATA PLAN BCS3916

No PID NMBR

Use 30 Parcel Schedule

Use 3 Parcel Schedule

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 Phases  
One and Two Strata Plan BCS3916

The strata plan is composed of 0 non-residential strata lots, and 15 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*.

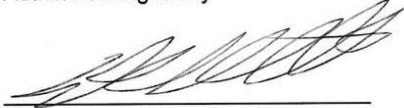
Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
37	Residential	1	1
38	Residential	1	1
39	Residential	1	1
40	Residential	1	1
41	Residential	1	1
42	Residential	1	1

43	Residential	1	1
44	Residential	1	1
45	Residential	1	1
46	Residential	1	1
47	Residential	1	1
48	Residential	1	1
49	Residential	1	1
50	Residential	1	1
51	Residential	1	1
Total number of strata lots: 15		Total number of votes: 15	

Date April 30, 2018

**28165 YUKON INC.**, by its  
Authorized Signatory



\_\_\_\_\_  
Signature of Owner Developer  
David Ehrhardt

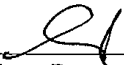
EXHIBIT "H"

July 12<sup>x</sup>, 2010      17 AUG 2010 09 30      BB1180569

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

Please receive herewith the following document for filing:

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

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

Our File: 54355.0007  
LTO Client No.: 010437

*Strata Property Act*

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

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

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

[parcel identifier]

[legal description of strata lot]

027-752-330

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

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

Date: July 8, 2010

**28165 YUKON INC.** by its  
authorized signatory

Per: 

Signature of Owner Developer  
David Ehrhardt

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

**Preamble**

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

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

**DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**1. COMPLIANCE WITH BYLAWS AND RULES**

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

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

**2. PAYMENT OF STRATA FEES AND SPECIAL LEVIES**

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

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

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

**3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

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

-2-

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

#### 4. USE OF PROPERTY

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

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

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

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

4.4 An owner must comply at all times with:

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

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

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

**5. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

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

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

**6. PERMIT ENTRY TO STRATA LOT**

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

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

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

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

**7. INSURANCE**

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

**POWERS AND DUTIES OF STRATA CORPORATION**

**8. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

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

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



## **COUNCIL**

### **9. COUNCIL SIZE**

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

### **10. COUNCIL ELIGIBILITY**

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

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

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

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

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

### **11. COUNCIL MEMBERS TERMS**

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

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

### **12. REMOVING COUNCIL MEMBER**

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

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

-5-

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

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

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

### **13. REPLACING COUNCIL MEMBER**

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

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

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

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

### **14. OFFICERS**

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

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

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

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

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

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

**15. CALLING COUNCIL MEETINGS**

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

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

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

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

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

**16. REQUISITION OF COUNCIL HEARING**

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

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

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

**17. QUORUM OF COUNCIL**

17.1 A quorum of the council is

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

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

-7-

**18. COUNCIL MEETINGS**

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

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

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

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

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

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

**19. VOTING AT COUNCIL MEETINGS**

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

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

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

**20. COUNCIL TO INFORM OWNERS OF MINUTES**

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

**21. DELEGATION OF COUNCIL'S POWERS AND DUTIES**

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

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

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

-8-

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

21.3 A delegation of a general authority to make expenditures must

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

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

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

## **22. SPENDING RESTRICTIONS**

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

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

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

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

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

## **23. LIMITATION ON LIABILITY OF COUNCIL MEMBER**

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

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

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

#### **ENFORCEMENT OF BYLAWS AND RULES**

##### **24. FINES**

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

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

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

##### **25. CONTINUING CONTRAVENTION**

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

#### **ANNUAL AND SPECIAL GENERAL MEETINGS**

##### **26. QUORUM OF MEETING**

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

##### **27. PERSON TO CHAIR MEETING**

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

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

-10-

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

## 28. PARTICIPATION IN GENERAL MEETINGS

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

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

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

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

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

## 29. VOTING

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

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

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

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

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

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

-11-

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

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

### **30. ORDER OF BUSINESS**

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

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



**VOLUNTARY DISPUTE RESOLUTION****31. VOLUNTARY DISPUTE RESOLUTION**

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

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

31.2 A dispute resolution committee consists of

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

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

**SIGNS****32. SIGNS**

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

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

and it must be removed promptly upon completion of construction.

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

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

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

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

### **INSURANCE**

#### **33. INSURING AGAINST MAJOR PERILS**

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

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

### **PARKING**

#### **34. PARKING**

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

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

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

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

### **APPEARANCE OF STRATA LOTS**

#### **35. CLEANLINESS**

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

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

**36. MISCELLANEOUS**

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

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

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

## EXHIBIT "I"

Strata BCS 3916 Budget Oct. 01 2017 - Sept. 30 2018			
	Phase 1 Lots		12
	2016-2017		Phases 1 & 2 36 Lots
	Budget	Actual	2017-2018 accepted Budget
<b>Income</b>			
Strata Fees	\$10,800.00	\$10,850.00	\$37,150.00
Other	\$0.00	\$50.00	\$0.00
Receivables	\$0.00	\$1,600.00	\$150.00
<b>Total</b>	<b>\$10,800.00</b>	<b>\$12,450.00</b>	<b>\$37,300.00</b>
<b>Expenses</b>			
Bank Service Charges	\$200.00	\$324.59	\$150.00
Insurance	\$2,300.00	\$1,874.00	\$2,500.00
Management and Accounting	\$400.00	\$551.25	\$1,200.00
Meeting expenses	\$0.00	\$0.00	\$200.00
Legal	\$0.00	\$0.00	\$1,500.00
Office	\$500.00	\$0.00	\$500.00
Repairs and Maintenance	\$200.00	\$182.96	\$5,000.00
Snow Removal	\$3,200.00	\$8,584.02	\$15,000.00
Utilities - Garbage/Mail/Sign	\$300.00	\$324.56	\$350.00
Landscaping	\$3,500.00	\$1,030.73	\$7,500.00
Miscellaneous	\$200.00	\$0.00	\$250.00
Garbage	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$10,800.00</b>	<b>\$12,872.11</b>	<b>\$34,150.00</b>
Application of previous years surplus	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$10,800.00</b>	<b>\$12,872.11</b>	<b>\$34,150.00</b>
Contribution to Operating Contingency	\$0.00	\$0.00	\$3,000.00
Contribution to Capital Reserve - appropriate figure to be determined during 2018	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$10,800.00</b>	<b>\$12,872.11</b>	<b>\$37,150.00</b>
	\$0.00	\$422.11	
Number of Lots	12	12	36
Per Lot/month	\$75.00	\$89.39	\$86.00

14.7%

Req'd Operating contingency	\$8,537.50
Actual contingency	\$5,555.36

\$2,982.14

## STRATA 3916 - WEDGEWOODS

	Phases 1 & 2 36 Lots	Proposed Budget - Phases 1 to 3 51 Lots					Amenity Building Full Year Budget
	2017-2018	August 1, 2018 to July 31, 2019					
	Approved Budget	General Strata	Common Facilities		Sub-total Common Facilities	Total	
Mail & Garbage			Amenity Bldg & Court				
				Part Year			
<b>Income</b>							
Strata Fees	\$37,150						\$52,647
Developer contrib to common facilities	\$0						\$28,016
Amenity Building and Courts - revenue							\$0
Receivables & other revenue	\$150						\$0
<b>Total</b>	<b>\$37,300</b>						<b>\$80,663</b>
<b>Expenses</b>							
Bank Service Charges	\$150	\$300	\$0	\$0	\$0	\$300	\$0
Insurance	\$2,500	\$1,000	\$1,500	\$2,920	\$4,420	\$5,420	\$5,000
Management and Accounting	\$1,200	\$1,530	\$0	\$2,920	\$2,920	\$4,450	\$5,000
Meeting expenses	\$200	\$500	\$0	\$0	\$0	\$500	\$0
Legal	\$1,500	\$2,000	\$0	\$0	\$0	\$2,000	\$0
Office	\$500	\$500	\$0	\$0	\$0	\$500	\$0
Operations & Maintenance							
Hydro	\$350	\$0	\$500	\$2,920	\$3,420	\$3,420	\$5,000
Propane	\$0	\$0	\$0	\$290	\$290	\$290	\$500
General maintenance	\$5,000	\$3,000	\$2,500	\$2,920	\$5,420	\$8,420	\$5,000
Window cleaning	\$0	\$0	\$0	\$700	\$700	\$700	\$1,200
Landscaping	\$7,500	\$7,000	\$2,500	\$850	\$3,350	\$10,350	\$1,500
Misc supplies	\$0	\$500	\$250	\$290	\$540	\$1,040	\$500
Telephone & internet	\$0	\$0	\$0	\$440	\$440	\$440	\$750
Mechanical & HVAC	\$0	\$0	\$0	\$580	\$580	\$580	\$1,000
Security system	\$0	\$0	\$0	\$580	\$580	\$580	\$1,000
Fire system	\$0	\$0	\$0	\$580	\$580	\$580	\$1,000
Janitorial	\$0	\$0	\$0	\$2,920	\$2,920	\$2,920	\$5,000
Snow removal	\$15,000	\$11,000	\$5,500	\$850	\$6,350	\$17,350	\$1,500
Miscellaneous	\$250	\$250	\$0	\$290	\$290	\$540	\$500
Garbage	\$0	\$0	\$0	\$580	\$580	\$580	\$1,000
<b>Sub-total Operations</b>	<b>\$34,150</b>	<b>\$27,580</b>	<b>\$12,750</b>	<b>\$20,630</b>	<b>\$33,380</b>	<b>\$60,960</b>	<b>\$35,450</b>
Contribution to Operating contingency	\$3,000	\$0			\$6,703	\$6,703	\$8,863
Contribution to capital reserve		\$0	\$3,000	\$10,000	\$13,000	\$13,000	\$30,000
<b>Total Budget</b>	<b>\$37,150</b>	<b>\$27,580</b>			<b>\$53,083</b>	<b>\$80,663</b>	<b>\$74,313</b>
Number of Lots	36	51			108		108
<b>\$/lot</b>	<b>\$1,032</b>	<b>\$541</b>			<b>\$492</b>	<b>\$1,032</b>	<b>\$688</b>
<b>\$/Lot/month</b>	<b>\$86</b>	<b>\$45</b>			<b>\$41</b>	<b>\$86</b>	
Required contingency	\$8,538	\$6,895			\$8,345	\$15,240	
Reqd to match 25% of Operations		\$0				\$6,703	
Property management cost - \$/unit	\$30						

**EXHIBIT "J"**

**Wedgewoods Whistler - Strata Corporation BCS3916**  
**Phases One - Five**

	Phases 1 - 3		Phases 1 - 4		Phases 1 - 5	
	August 1, 2018 July 31, 2019 Proposed Per Budget Month		December 1, 2019 November 30, 2019 Proposed Per Budget Month		May 1, 2019 April 30, 2020 Proposed Per Budget Month	
<b>INCOME</b>						
Strata Fees	52,693	\$ 4,983	80,676	\$ 6,723	95,906	\$ 7,992
Contribution from Developer towards Common Facilities (Per Section 227 of Strata Property Act)	28,012	\$ 2,394	16,217	\$ 1,361	9,830	\$ 819
<b>Total</b>	<b>80,605</b>		<b>96,892</b>		<b>105,736</b>	

	Phases 1 - 3		Phases 1 - 4		Phases 1 - 5	
	August 1, 2018 July 31, 2019 Proposed Per Budget Month		December 1, 2019 November 30, 2019 Proposed Per Budget Month		May 1, 2019 April 30, 2020 Proposed Per Budget Month	
<b>EXPENSES</b>						
Bank Service Charges	\$250	\$21	\$300	\$25	\$300	\$25
Insurance	\$5,420	\$452	\$6,400	\$533	\$6,800	\$567
Management and Accounting	\$4,450	\$371	\$5,500	\$458	\$5,900	\$492
Meeting Expenses	\$500	\$42	\$500	\$42	\$500	\$42
Legal	\$2,000	\$167	\$3,000	\$250	\$3,500	\$292
Office	\$500	\$42	\$550	\$46	\$550	\$46
Hydro	\$3,420	\$285	\$3,900	\$325	\$3,900	\$325
Propane	\$290	\$24	\$290	\$24	\$290	\$24
General Maintenance	\$8,420	\$702	\$8,420	\$702	\$8,420	\$702
Window Cleaning	\$700	\$58	\$700	\$58	\$700	\$58
Landscapeing	\$10,350	\$863	\$12,350	\$1,029	\$12,350	\$1,029
Miss. Supplies	\$1,040	\$87	\$1,040	\$87	\$1,040	\$87
Telephone & Internet	\$440	\$37	\$440	\$37	\$440	\$37
Mechanical & HVAC	\$580	\$48	\$580	\$48	\$580	\$48
Security System	\$580	\$48	\$580	\$48	\$580	\$48
Fire System	\$580	\$48	\$580	\$48	\$580	\$48
Janitorial	\$2,920	\$243	\$2,920	\$243	\$2,920	\$243
Snow Removal	\$17,350	\$1,446	\$23,800	\$1,983	\$27,900	\$2,325
Miscellaneous	\$540	\$45	\$540	\$45	\$540	\$45
Garbage - See note 1	\$580	\$48	\$580	\$48	\$580	\$48
<b>Subtotal</b>	<b>\$60,910</b>	<b>\$5,076</b>	<b>\$72,970</b>	<b>\$6,081</b>	<b>\$78,370</b>	<b>\$6,531</b>
Contingency/ Reserve	\$6,0910	\$5,076	\$72,970	\$6,081	\$78,370	\$6,531
Contingency/ Reserve	\$6,695	\$558	\$3,522	\$294	\$4,365	\$364
Capital Reserves - See Note 3	\$13,000		\$20,400		\$23,000	\$1,917
<b>Total</b>	<b>\$80,605</b>	<b>\$8,717</b>	<b>\$96,892</b>	<b>\$8,074</b>	<b>\$105,735</b>	<b>\$8,811</b>
Number of Lots	51	51	75	75	88	88
Per Lot	\$1,031	\$86	\$1,076	\$90	\$1,090	\$91

**NOTES**

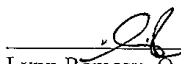
1 - No allowance has been made for garbage collection as the strata Council has elected to not include garbage collection as part of the strata services

2 - The Strata Corporation is currently investigating rental opportunities of the amenity building which, if successful will reduce the operations budget.

3 - The Strata Corporation is proposing to create a separate Capital Reserve to cover the Common Facilities

**EXHIBIT "K"**

*LAND TITLE ACT*  
**FORM C**  
 (Section 235) **BB1180588**  
 Province of British Columbia  
**GENERAL INSTRUMENT – PART 1** (This area for Land Title Office use) **17 AUG 2010 09 35** **BB1180589**  
 PAGE 1 of 12 pages

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

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

3. NATURE OF INTEREST: \*  

DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

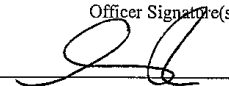
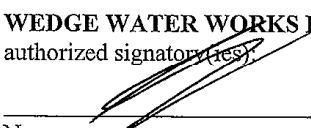
4. TERMS: Part 2 of this instrument consists of (select one only)  
 (a) Filed Standard Charge Terms  D.F. No.  
 (b) Express Charge Terms  Annexed as Part 2  
 (c) Release  There is no Part 2 of this instrument  
 A selection of (a) includes any additional or modified terms referred to in Item 7 or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

5. TRANSFEROR(S): \*  
**SEE SCHEDULE**

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

7. ADDITIONAL OR MODIFIED TERMS: \*  
 N/A

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

Officer Signature(s) 	Execution Date <table border="1"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td>10</td> <td>05</td> <td>11</td> </tr> </table>	Y	M	D	10	05	11	Party(ies) Signature(s) 
Y	M	D						
10	05	11						
<b>LYNN RAMSAY, Q.C.</b> BARRISTER & SOLICITOR 1000-840 HOWE STREET VANCOUVER, B.C. V6Z 2M1 604-687-2242		<b>WEDGE WATER WORKS INC.</b> , by its authorized signatory(ies). Name: <u>Scott Remillard</u> Name: _____						

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


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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)





---

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

Execution Date		
Y	M	D
10	5	5

Transferor/Borrower/Party Signature(s)

**STORM LACE B.V.** by its authorized signatory(ies):




---

David Ehrhardt

OFFICER CERTIFICATION:

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

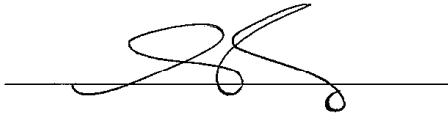


LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 3

Officer Signature(s)



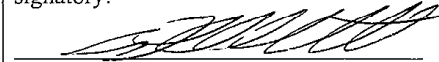
**LYNN RAMSAY, Q.C.**  
BARRISTER & SOLICITOR  
1000-840 HOWE STREET  
VANCOUVER, B.C. V6Z 2M1  
604-687-2242

Execution Date

Y	M	D
10	5	5

Transferor/Borrower/Party Signature(s)

**28165 YUKON INC.**, by its authorized signatory:



David Ehrhardt

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 4

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

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:\*

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
NPA	Strata Lot 1 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 2 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 3 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 4 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 5 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 6 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 7 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 8 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 9 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 10 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 11 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>
NPA	Strata Lot 12 District Lot 2247 Group 1 New Westminster District Strata Plan BCS <u>3916</u>

## 3. NATURE OF INTEREST: \*

<i>DESCRIPTION</i>	<i>DOCUMENT REFERENCE (Page and paragraph)</i>	<i>PERSON ENTITLED TO INTEREST</i>
Rent Charge	Entire Instrument	Transferee
Priority Agreement granting Rent Charge <del>BB1180588</del> priority over Mortgage BB811939 and Assignment of Rents BB811940	Page 12	Transferee

## 5. TRANSFEROR(S): \*

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

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

**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT made this 12<sup>th</sup> day of March, 2010

BETWEEN:

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

(the “Grantor”);

AND

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

(the “Grantee”).

**WHEREAS:**

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

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

**1. DEFINITIONS:**

In this Agreement:

PAGE 6

- (a) **“Agreement”** means this agreement as it may be amended or supplemented from time to time;
- (b) **“Annual Fee”** means the annual water availability of service charge to the Grantee for the Lot determined and set in accordance with the Tariff filed by the Grantee;
- (c) **“Due Date”** means that date which is specified in a Payment Notice;
- (d) **“Comptroller of Water Rights”** means the comptroller of water rights appointed pursuant to the *Water Utility Act* and the *Utilities Commission Act*;
- (e) **“Grantor’s Obligations”** means all of the covenants, agreements, obligations, duties, covenants, conditions, provisos of the Grantor under this Agreement;
- (f) **“Indebtedness”** means all amounts payable by the Grantor under this Agreement, whether for principal, interest, compound interest or otherwise including the Annual Fee and User’s Charge;
- (g) **“Interest Rate”** means 18% per annum;
- (h) **“Lot”** means each strata lot and premises described in item 2 of the attached Form C General Instrument – Part 1;
- (i) **“Payment Notice”** means any notice in writing given by the Grantee to the Grantor from time to time specifying the total amount to be paid by the Grantor for the Lot and the Due Date for payment and the Interest Rate;
- (j) **“person”** means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative;
- (k) **“Rent Charge”** means the rent charge granted under Section 4 of this Agreement;
- (l) **“Strata Corporation”** means The Owners, Strata Plan BCS 3716
- (m) **“Tariff”** means the latest water tariff applicable to the Lot and filed by the Grantee with the Comptroller of Water Rights and available for inspection at the Grantee’s office;
- (n) **“User’s Charge”** means the fee for use of water determined and set in accordance with the Tariff filed by the Grantee;

## 2. PAYMENT OF FEES

- (a) Until such time as the Lot is connected to the Waterworks System, the Lot will be subject to the Annual Fee. The Annual Fee will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1<sup>st</sup> 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.

PAGE 7

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

### 3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

### 4. GRANT OF RENT CHARGE

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

## 5. GRANTEE'S REMEDIES

The Grantor agrees that:

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

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

## 6. CHANGES IN RATES

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

## 7. REMEDIES CUMULATIVE

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

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

## 8. SUBDIVISION / EFFECT OF AGREEMENT

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

## 9. TRANSFER OF SYSTEM

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

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

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

## 10. AMENDMENT

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

## 11. NO WAIVER

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

PAGE 10

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

## **12. TIME OF THE ESSENCE**

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

## **13. GOVERNING LAW**

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

## **14. NOTICES**

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

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

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

## **15. TRANSFER OF LANDS**

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

## **16. RELEASE**

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

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



**17. FURTHER ASSURANCES**

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

**18. TRANSFER BY GRANTEE**

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

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

---

## Consent and Priority Agreement

---

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

Mortgage BB811939  
Assignment of Rents BB811940

("Security")

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

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

**END OF DOCUMENT**

Status: Registered  
FORM\_C\_V21 (Charge)

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
**CA6292506 CA6292507**

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia  
Sep-12-2017 16:29:53.013

PAGE 1 OF 12 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.

**Lynn Isabel  
Ramsay  
XYS4HG**

Digitally signed by Lynn Isabel  
Ramsay, XY54HG  
DN: cn=CA, o=Lynn Isabel Ramsay  
XYS4HG, ou=Lawyer, ou=Verify ID at  
www.landtitle.com/IKRUP.dmf?  
id=XYS4HG  
Date: 2017.09.12 08:05:0700'

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

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.0010  
28165 / 21935727 & 21935744

Vancouver

BC V7Y 1G5

Document Fees: \$143.16

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**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):

**SEE SCHEDULE**

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

**28165 YUKON INC.**

5403 BUCKINGHAM AVENUE  
BURNABY

BRITISH COLUMBIA  
CANADA

Incorporation No  
57097A

V5E 1Z9

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)

\_\_\_\_\_  
Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Execution Date		
Y	M	D
17	05	09

Transferor(s) Signature(s)

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

\_\_\_\_\_  
Name: David Ehrhardt

\_\_\_\_\_  
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.

Status: Registered  
FORM\_D1\_V21

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 12 PAGES

Officer Signature(s)	Execution Date			Transferor / Borrower / Party Signature(s)
	Y	M	D	
_____ Lynn I. Ramsay, Q.C. Barrister & Solicitor 400, 725 Granville Street Vancouver, B.C. V7Y 1G5 604.687.2242	17	05	09	28165 YUKON INC., by its authorized signatory(ies): _____ Name: David Ehrhardt _____ Name:
_____ Domek Rolle Notary Public Denning Law Chambers SUite 400 L One Bay St. Nassau, Bahamas 1242 601 5117	17	05	18	MOUNTAIN ADVENTURE LTD., by its authorized signatory(ies): _____ Name: Fornacis Ltd. Per: Beecham Braynen _____ Name: Geminorum Ltd. Per: Lynn Kelly _____
_____				_____

**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.

Status: Registered

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_E\_V21

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 12 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
- NO PID NMBR STRATA LOT 21 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 22 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 23 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- 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

Status: Registered  
FORM\_E\_V21

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 12 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
--------------------	------------	------------------------

---

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

---

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

Status: Registered

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_E\_V21

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 12 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 Centre of Commerce, 2nd Floor, One Bay Street, P.O. Box SS 6289, Nassau, Bahamas (as to Priority)

**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT made this 29<sup>th</sup> 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 acknowledged 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

Status: Registered

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 2 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., declare that:

I have in my possession a copy of a certificate of good standing issued by the appropriate governmental authority responsible for issuing such certificates.

The details of the certificate are shown in the attached image of the certificate.

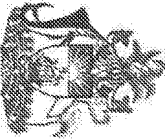
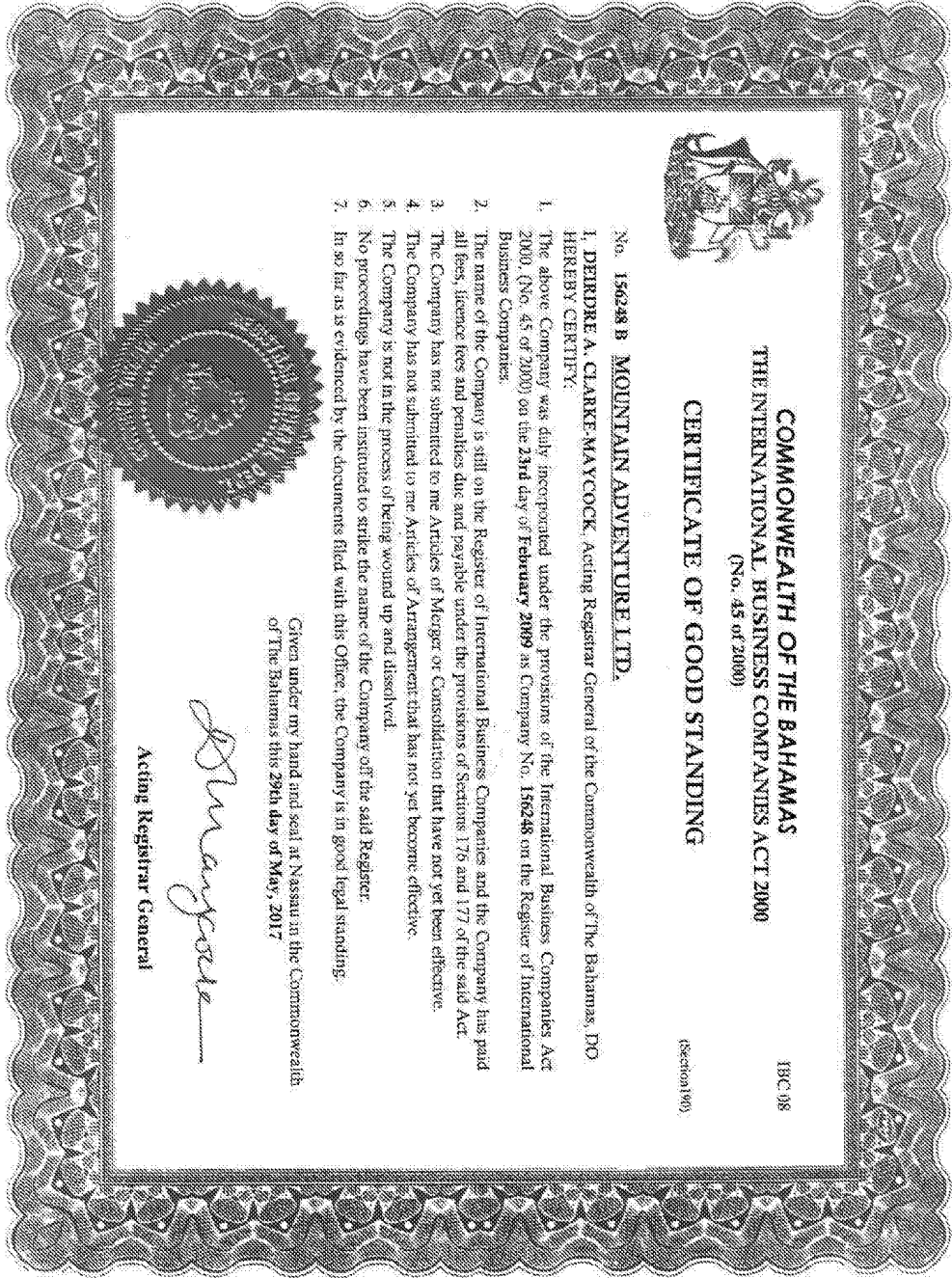
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated September 12, 2017

Lynn Ramsay, Q.C.

**NOTE:**

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



COMMONWEALTH OF THE BAHAMAS  
 THE INTERNATIONAL BUSINESS COMPANIES ACT 2000  
 (No. 45 of 2000)  
 CERTIFICATE OF GOOD STANDING

IBC 08  
 (Section 160)

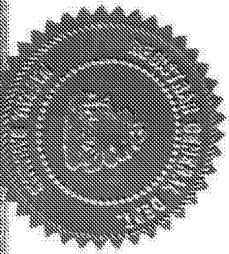
No. 156248 B MOUNTAIN ADVENTURE LTD.

I, **DEIRDRE A. CLARKE-MAYCOCK**, Acting Registrar General of the Commonwealth of The Bahamas, DO HEREBY CERTIFY:

1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the **23rd day of February 2009** as Company No. **156248** on the Register of International Business Companies.
2. The name of the Company is still on the Register of International Business Companies and the Company has paid all fees, licence fees and penalties due and payable under the provisions of Sections 176 and 177 of the said Act.
3. The Company has not submitted to me Articles of Merger or Consolidation that have not yet been effective.
4. The Company has not submitted to me Articles of Arrangement that has not yet become effective.
5. The Company is not in the process of being wound up and dissolved.
6. No proceedings have been instituted to strike the name of the Company off the said Register.
7. In so far as is evidenced by the documents filed with this Office, the Company is in good legal standing.

Given under my hand and seal at Nassau in the Commonwealth of The Bahamas this **29th day of May, 2017**

*I. Maycock*  
 Acting Registrar General





Status: Registered

Doc #: CA6292506

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA6292506

PAGE 1 OF 1 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.

<b>Lynn Isabel Ramsay XYS4HG</b>	Digitally signed by Lynn Isabel
	Ramsay XY54HG
	DN: c=CA, o=Lynn Isabel Ramsay
	XYS4HG, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=XYS4HG Date: 2017.09.25 14:25:58 -0700

I, Lynn Ramsay, Lawyer, of 400, 725 Granville Street, Vancouver, B.C. V7Y 1G5 declare that:

1. I am the applicant with respect to filing of a Form C Rent Charge under pending registration No. CA6292506, for which a Notice Declining to Register was issued on September 21, 2017.
2. I wish to amend Application No. CA6292506 by adding the following to Section 8 of the Form C Rent Charge:

"The granting of this Rent Charge by the Grantor was a condition of approval of the Certificate of Public Convenience and Necessity issued to the Grantee by the Comptroller of Water Rights for the Province of British Columbia. . Both the Grantor and the Grantee covenant and agree that the rights and obligations of the Grantor under this Agreement, including all payment obligations shall be assumed by and be enforceable against each subsequent owner of the Lot and that upon deposit of the last phased strata plan for The Owners Strata Plan BCS3916 (the "Strata Plan") the Grantor will transfer the Waterworks System will be transferred to the Strata Corporation on terms and conditions acceptable to the Grantee, the Strata Corporation and the Comptroller of Water Rights for the Province of British Columbia."

I make this amendment with the consent of both the Transferor and the Transferee.

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

Dated September 25, 2017

Lynn Ramsay

**NOTE:**

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

Fee Collected for Document: \$0.00

Status: Registered  
FORM\_C\_V22 (Charge)

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA6923931 CA6923932

LAND TITLE ACT Jul-11-2018 13:23:26.013  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay YYS4HG Date: 2018.07.11 07:45:43 -07'00'
---------------------------------	--

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.5152  
28165 / 2373008 & 23729706  
See CA6716556 for Certificate of Status

Vancouver BC V7Y 1G5  
Document Fees: \$143.16

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**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):  
**SEE SCHEDULE**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**WEDGEWOOD UTILITIES INC.**

5403 BUCKINGHAM AVENUE Incorporation No  
BURNABY BRITISH COLUMBIA BC1152326  
V5E 1Z9 CANADA

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)

Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Execution Date		
Y	M	D
18	02	14

Transferor(s) Signature(s)

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

Name: David Ehrhardt

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.

Status: Registered  
FORM\_D1\_V22

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 12 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Y	M	D
18	02	14
18	04	24

\_\_\_\_\_  
WEDGEWOOD UTILITIES INC., by its  
authorized signatory(ies):

\_\_\_\_\_  
Name: David Ehrhardt

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Lourey Smith  
Notary Public  
Mareva at Lyford  
Harbour Green, Lyford Cay  
P.O. Box N3937  
Nassau  
The Bahamas

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

\_\_\_\_\_  
Name: Galnom Ltd.  
Per: Theresa Haven-Adderley  
Per: Ronique Bastian

\_\_\_\_\_  
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.

Status: Registered

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_E\_V22

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 12 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 37 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 38 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 39 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 40 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 41 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 42 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 43 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 44 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 45 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 46 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 47 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 48 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 49 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 50 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 51 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

Status: Registered  
FORM\_E\_V22

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 12 PAGES

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Rent Charge		

---

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
--------------------	------------	------------------------

---

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

---

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

Status: Registered

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_E\_V22

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 12 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 Lyford Financial Centre #2, P.O. Box AP-59223, Nassau, Bahamas (as to priority)

**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT made this 9<sup>th</sup> day of February, 2018

BETWEEN:

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

(the "Grantor");

AND

**WEDGEWOOD UTILITIES 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

Status: Registered

Doc #: CA6923931

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA6923931

PAGE 1 OF 1 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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay XYS4HG Date: 2018.07.24 12:09:58 -07'00'
---------------------------------	---

I, Lynn Ramsay, Q.C. of 400, 725 Granville Street, Vancouver, B.C. V7Y 1G5, declare that:

1. I am the applicant with respect to filing of the pending Form C Rent Charge CA6923931.
2. By inadvertence the Transferee shown in Item 6 and Form D of the Form C Rent Charge CA6923931 was incorrect.
3. I hereby apply to correct the pending application CA6923931 by replacing the Transferee, "Wedgewood Utilities Inc." set out in Items 6 and Form D with "Wedgewoods Utilities Inc."

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

July 24, 2018

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: \$0.00

**EXHIBIT "L"**

Page 6

**TERMS OF INSTRUMENT – PART 2**

THIS AGREEMENT made this 20<sup>th</sup> day of August, 2018

BETWEEN:

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

(the "Grantor");

AND

**WEDGEWOODS UTILITIES 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 1<sup>st</sup> 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 1<sup>st</sup> 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 distraint 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 "M"**

Status: Registered Doc #: CA3110112 RCVD: RQST: 2013-05-09 10:04:01  
 FORM\_C\_V18 (Charge) NEW WESTMINSTER LAND TITLE OFFICE DECLARATION(S) ATTACHED  
 LAND TITLE ACT May-03-2013 12:18:56.004 CA3110112 CA3110113  
 FORM C (Section 233) CHARGE  
 GENERAL INSTRUMENT - PART 1 Province of British Columbia PAGE 1 OF 14 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.

Lynn Isabel  
 Ramsay V9L5S1

Digitally signed by Lynn Isabel  
 Ramsay V9L5S1  
 DN: o=CA, cn=Lynn Isabel Ramsay  
 V9L5S1, o=Lawyer, ou=Vandy ID at  
 Vancouver, c=CA, email=L.I.R.P., cn=L  
 id=V9L5S1  
 Date: 2013.04.27 13:33:42 -0700

- APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
 Lynn Ramsay, Q.C., Miller Thomson LLP  
 1000, 840 Howe Street  
 Vancouver BC V6Z 2M1 604.687.2242  
 Document Fees: \$147.00 Client No: 010437 File No: 54355.0007  
 Wedge / 9324101 & 4420523  
 Deduct LTSA Fees? Yes

- PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]  
**SEE SCHEDULE**

STC? YES

- NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**SEE SCHEDULE**

- 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.

- TRANSFEROR(S):  
**SEE SCHEDULE**

- TRANSFeree(S): (including postal address(es) and postal code(s))  
**28165 YUKON INC.**  
 5439 BUCKINGHAM AVENUE Incorporation No  
 BURNABY BRITISH COLUMBIA 57097A  
 V5E 1Z9 CANADA

- ADDITIONAL OR MODIFIED TERMS:  
 N/A

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

Officer Signature(s)  
 Lynn Ramsay, Q.C.  
 Barrister & Solicitor  
 1000, 840 Howe Street  
 Vancouver, B.C. V6Z 2M1  
 604.687.2242

Execution Date		
Y	M	D
13	03	20

Transferor(s) Signature(s)  
 28165 YUKON INC., by its  
 authorized signatory(ies):  
 Name: David Ehrhardt  
 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.

Status: Registered  
FORM DI v13

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 14 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Lynn Ramsay, Q.C.  
Barrister & Solicitor  
1000, 840 Howe Street  
Vancouver, B.C. V6Z 2M1  
604.687.2242

Y	M	D
13	3	20
13	3	20

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

\_\_\_\_\_  
Name: David Ehrhardt

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Name: Perez Donald

\_\_\_\_\_  
Name: Jan Whyms  
Carnoustie Ltd.  
Director

\_\_\_\_\_  
Candida Bonamy  
Barrister & Solicitor  
Lyford Cay House  
Western Road  
Nassau, Bahamas  
242.302.5074  
Commission Expires 31 Dec 2013

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.

Status: Registered

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

FORM E\_V18

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 14 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION - must fit in a single text line]
028-307-356	STRATA LOT 1 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-364	STRATA LOT 2 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-372	STRATA LOT 3 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-381	STRATA LOT 4 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-399	STRATA LOT 5 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-402	STRATA LOT 6 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-411	STRATA LOT 7 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-429	STRATA LOT 8 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-437	STRATA LOT 9 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-453	STRATA LOT 11 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-461	STRATA LOT 12 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916



Status: Registered  
FORM E\_V18

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 14 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Rent Charge

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Granting the Rent Charge contained in this  
Instrument priority over Mortgage BB1 186415 and  
Assignment of Rents BB1 186416

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Status: Registered  
FORM\_E\_V18

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 5 OF 14 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)

*LAND TITLE ACT***TERMS OF INSTRUMENT – PART 2****RENT CHARGE–SEWER SERVICES**

BETWEEN

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

("Grantor");

AND

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

("Grantee").

WHEREAS:

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

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

#### 1. DEFINITIONS

In this Agreement:

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

"**Annual Fee**" means the annual charge once the Lot is connected to the Community Sewer System 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; and5 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 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 1<sup>st</sup> 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:

Page 9

- (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. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

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

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

#### **6. GRANT OF RENT CHARGE**

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

#### **7. RESERVE FUND**

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

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

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

#### **8. 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.

#### **9. 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 distraint 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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.

Status: Registered

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

Page 14

---

## 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.

A420523.16 March 14, 2013 - 12:52 PM

Page 14 of 16

Status: Registered

Doc #: CA3110112

RCVD: RQST: 2013-05-09 10.04.01

FORM\_DECGEN\_V19

LAND TITLE ACT  
FORM DECLARATION

Related Document Number:

PAGE 1 OF 2 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.

Lynn Isabel  
Ramsay  
V9L5S1

Digitally signed by Lynn Isabel  
Ramsay V9L5S1  
DN: c=CA, ou=Lynn Isabel Ramsay  
V9L5S1, o=Verity ID at  
www.verity.com/LKUP.cfm?  
id=V9L5S1  
Date: 2013.05.03 12:02:27 -0700

I, Lynn Ramsay, Q.C., declare that:

I have in my possession a copy of a certificate of good standing issued by the appropriate governmental authority responsible for issuing such certificates.

The details of the certificate are shown in the attached image of the certificate.

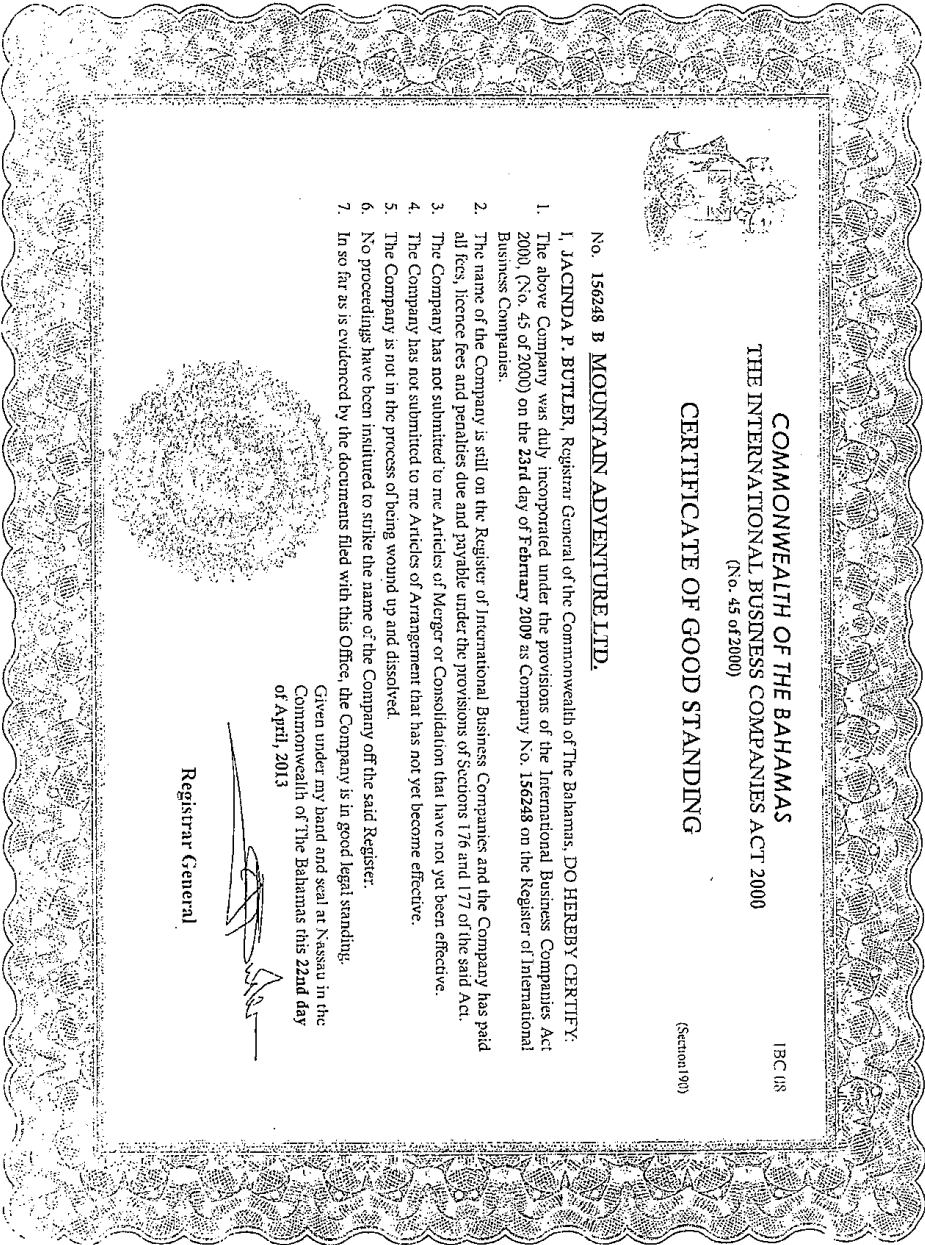
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated May 3, 2013

Lynn Ramsay, Q.C.

NOTE:

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

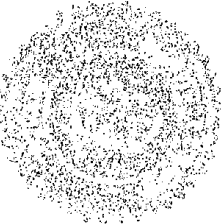


**COMMONWEALTH OF THE BAHAMAS**  
**THE INTERNATIONAL BUSINESS COMPANIES ACT 2000**  
 (No. 45 of 2000)  
**CERTIFICATE OF GOOD STANDING**

IBC 08  
 (Section 100)

**No. 156248 B MOUNTAIN ADVENTURE LTD.**

- I, **JACINDA P. BUTLER**, Registrar General of the Commonwealth of The Bahamas, DO HEREBY CERTIFY:
1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the 23rd day of February 2009 as Company No. 156248 on the Register of International Business Companies.
  2. The name of the Company is still on the Register of International Business Companies and the Company has paid all fees, licence fees and penalties due and payable under the provisions of Sections 176 and 177 of the said Act.
  3. The Company has not submitted to me Articles of Merger or Consolidation that have not yet been effective.
  4. The Company has not submitted to me Articles of Arrangement that has not yet become effective.
  5. The Company is not in the process of being wound up and dissolved.
  6. No proceedings have been instituted to strike the name of the Company off the said Register.
  7. In so far as is evidenced by the documents filed with this Office, the Company is in good legal standing.



Given under my hand and seal at Nassau in the  
 Commonwealth of The Bahamas this 22nd day  
 of April, 2013

**Registrar General**



FORM\_C\_V18 (Charge)

**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 14 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)

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

604.687.2242

Client No: 010437 File No: 54355.0007

Wedge / 9324101 & 4420523

Vancouver

BC V6Z 2M1

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**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):

**SEE SCHEDULE**

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

**28165 YUKON INC.**

5439 BUCKINGHAM AVENUE

BURNABY

V5E 1Z9

BRITISH COLUMBIA

CANADA

Incorporation No

57097A

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

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

Execution Date

Y	M	D
13	3	20

Transferor(s) Signature(s)

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

Name: David Ehrhardt

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.

FORM\_D1\_V18

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

PAGE 2 of 14 pages

Officer Signature(s)




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

Execution Date

Y	M	D
13	3	20
13		

Transferor / Borrower / Party Signature(s)

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

  
Name: David Ehrhardt

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.



FORM D1\_V18

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

PAGE 2 of 14 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

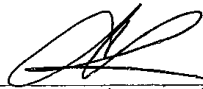
\_\_\_\_\_

Y	M	D
13		
13	3	20

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_



CANDIDA BONAMY

Barrister & Solicitor  
Lyford Cay House  
Western Road  
Nassau, Bahamas  
242-322-5074  
Commission Expires  
31 Dec 2013

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

  
Name: **Perez Donald**

  
Name: **Jan Whymys**

**CARNOUSTIE LTD.  
DIRECTOR**

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.

FORM\_E\_V18

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 14 PAGES

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
028-307-356	STRATA LOT 1 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-364	STRATA LOT 2 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-372	STRATA LOT 3 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-381	STRATA LOT 4 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-399	STRATA LOT 5 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-402	STRATA LOT 6 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-411	STRATA LOT 7 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-429	STRATA LOT 8 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-437	STRATA LOT 9 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-453	STRATA LOT 11 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
028-307-461	STRATA LOT 12 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

FORM E\_V18

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 14 PAGES

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

FORM\_E\_V18

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 5 OF 14 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)

*LAND TITLE ACT*

TERMS OF INSTRUMENT – PART 2

---

**RENT CHARGE–SEWER SERVICES**

BETWEEN

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

("Grantor");

AND

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

("Grantee").

WHEREAS:

A. The Grantor is the registered owner in fee simple of the Lots.

B. The Grantee will operate the systems and facilities, including the treatment plant, machines, pipes, equipment and anything used or required to provide treatment of the sewage generated from the Lot and from other lands located in the Squamish Lillooet Regional District of British Columbia (collectively called the "Community Sewer System").

C. To obtain all necessary permits and approvals for operation of the Community Sewer System the Grantee requires that the Grantor covenant and agree to:

1. establish, over time, a reasonable reserve funds for the periodic replacement of the components of the Community Sewer System or portions thereof;
2. contribute an amount, not to exceed \$10,000 per Lot, to the unexpected costs of repair or replacement of the Community Sewer System or portions thereof;
3. acknowledge that the Grantee may from time to time:
  - (a) authorize governmental authorities access to the monies in the reserve fund for the purposes of repair or replacement of the Community Sewer System or portions thereof;
  - (b) assign to governmental authorities this Rent Charge and the obligations of the Grantor hereunder.

D. The Grantee has agreed to maintain the Community Sewer System in order to provide service to the Lots in the future upon condition that the Grantor pays a sewer treatment fee or availability charge for each of the Lots in an amount established by the Grantee annually, contribute to the reserve fund and to contribute to any unexpected 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;
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 Lots as a first financial charge on the terms and conditions set out in this Agreement.

THEREFORE in consideration of the premises, the terms and conditions herein contained \$1.00 now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged 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; and5 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 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 1<sup>st</sup> 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. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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



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

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

#### **6. GRANT OF RENT CHARGE**

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

#### **7. RESERVE FUND**

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

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

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

#### **8. 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.

#### **9. 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 distraint 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.

#### 10. 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.

#### 11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

Status: Registered  
FORM\_C\_V21 (Charge)

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA6292504 CA6292505

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia  
Sep-12-2017 16:29:53.012

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.

Lynn Isabel  
Ramsay  
XYS4HG

Digitally signed by Lynn Isabel  
Ramsay, XY54HG  
DN: cn=CA, o=Lynn Isabel Ramsay  
XYS4HG, ou=Lawyer, ou=Verify ID at  
www.landtitle.com/IKRUP.dcm?  
id=XYS4HG  
Date: 2017.09.12 08:06:49 -0700

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

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.0010  
28165 / 21935426 & 21935142

Vancouver

BC V7Y 1G5

Document Fees: \$143.16

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

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):

SEE SCHEDULE

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

28165 YUKON INC.

5403 BUCKINGHAM AVENUE  
BURNABY

V5E 1Z9

BRITISH COLUMBIA  
CANADA

Incorporation No  
57097A

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Execution Date		
Y	M	D
17	5	9

Transferor(s) Signature(s)

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

Name: David Ehrhardt

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.

Status: Registered  
FORM\_D1\_V21

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 13 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Y	M	D
17	5	9
17	05	18

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

\_\_\_\_\_  
Name: David Ehrhardt

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Domek Rolle  
Notary Public  
Denning Law Chambers  
Suite 400 L  
One Bay St.  
Nassau, Bahamas  
1242 601 5117

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

\_\_\_\_\_  
Name: Fornacis Ltd.  
Per: Beecham Braynen

\_\_\_\_\_  
Name: Geminorum Ltd.  
Per: Lynn Kelly

**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.

Status: Registered

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

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
- 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
- NO PID NMBR STRATA LOT 21 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 22 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 23 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- 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



Status: Registered  
FORM\_E\_V21

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

**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
--------------------	------------	------------------------

---

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

---

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

---

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

Status: Registered  
FORM\_E\_V21

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

**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 Centre of Commerce, 2nd Floor, One Bay Street, P.O. Box SS 6289, Nassau, Bahamas (as to Priority)

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; and5 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 1<sup>st</sup> 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 distraint 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.

Status: Registered

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 2 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., declare that:

I have in my possession a copy of a certificate of good standing issued by the appropriate governmental authority responsible for issuing such certificates.

The details of the certificate are shown in the attached image of the certificate.

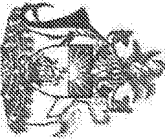
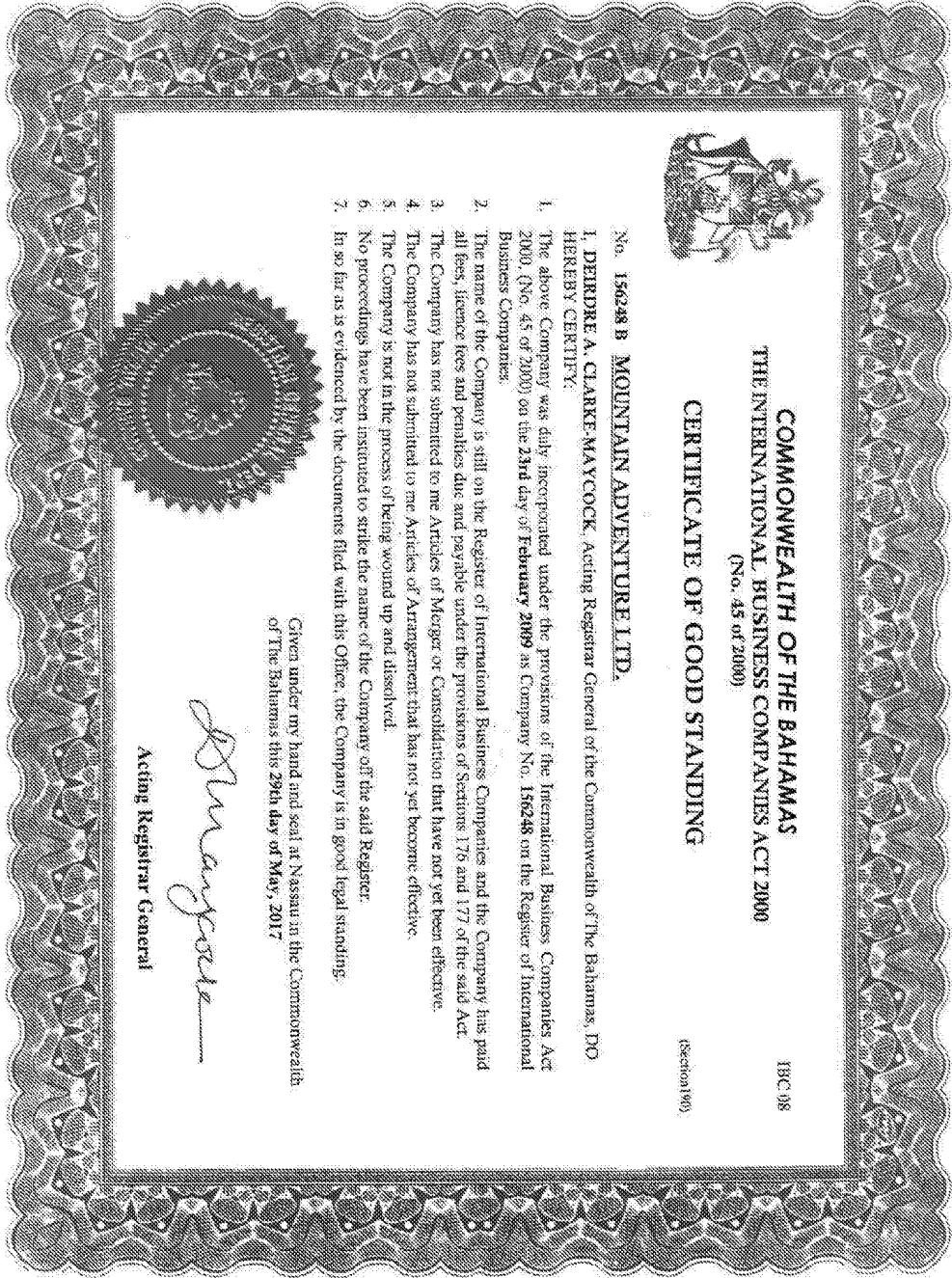
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated September 12, 2017

Lynn Ramsay, Q.C.

**NOTE:**

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



**COMMONWEALTH OF THE BAHAMAS**  
**THE INTERNATIONAL BUSINESS COMPANIES ACT 2000**  
 (No. 45 of 2000)  
**CERTIFICATE OF GOOD STANDING**

IBC 08  
 (Section 160)

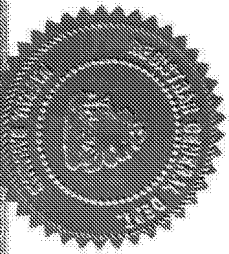
No. **156248 B** **MOUNTAIN ADVENTURE LTD.**

**I. DEIRDRE A. CLARKE MAYCOCK**, Acting Registrar General of The Bahamas DO HEREBY CERTIFY:

1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the **23rd day of February 2009** as Company No. **156248** on the Register of International Business Companies.
2. The name of the Company is still on the Register of International Business Companies and the Company has paid all fees, licence fees and penalties due and payable under the provisions of Sections 176 and 177 of the said Act.
3. The Company has not submitted to me Articles of Merger or Consolidation that have not yet been effective.
4. The Company has not submitted to me Articles of Arrangement that has not yet become effective.
5. The Company is not in the process of being wound up and dissolved.
6. No proceedings have been instituted to strike the name of the Company off the said Register.
7. In so far as is evidenced by the documents filed with this Office, the Company is in good legal standing.

Given under my hand and seal at Nassau in the Commonwealth of The Bahamas this **29th day of May, 2017**

*I. Maycock*  
 Acting Registrar General



Status: Registered

Doc #: CA6292504

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA6292504

PAGE 1 OF 1 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.

<b>Lynn Isabel Ramsay XYS4HG</b>	Digitally signed by Lynn Isabel Ramsay XY54HG
	<small>DN: cn=CA, o=Lynn Isabel Ramsay XYS4HG, ou=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=XYS4HG Date: 2017.09.25 14:23:24 -0700</small>

I, Lynn Ramsay, Lawyer, of 400, 725 Granville Street, Vancouver, B.C. V7Y 1G5 declare that:

1. I am the applicant with respect to filing of a Form C Rent Charge under pending registration No. CA6292504, for which a Notice Declining to Register was issued on September 21, 2017.
2. I wish to amend Application No. CA6292504 by adding the following to Section 10 of the Form C Rent Charge:

"The granting of this Rent Charge by the Grantor was a condition of the Assurance Plan for a Registered Discharge under the B.C. Municipal Sewage Regulation. Both the Grantor and the Grantee covenant and agree that the rights and obligations of the Grantor under this Agreement, including all payment obligations shall be assumed by and be enforceable against each subsequent owner of the Lot and that upon deposit of the last phased strata plan for The Owners Strata Plan BCS3916 (the "Strata Corporation") the Grantor will transfer the Community Water System to the Strata Corporation on terms and conditions consistent with the Assurance Plan and acceptable to the Strata Corporation and the Grantee."

I make this amendment with the consent of both the Transferor and the Transferee.

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

Dated September 25, 2017

Lynn Ramsay

## NOTE:

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

Fee Collected for Document: \$0.00

Status: Registered  
FORM\_C\_V22 (Charge)

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED  
CA6923933 CA6923934

LAND TITLE ACT Jul-11-2018 13:23:26.014  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay YYS4HG Date: 2018.07.11 07:46:50 -07'00'
---------------------------------	--

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.5152  
28165 / 23810585 & 23810646  
See CA6716556 for Certificate of Status

Vancouver BC V7Y 1G5  
Document Fees: \$143.16

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**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):  
**SEE SCHEDULE**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**WEDGEWOOD UTILITIES INC.**

5403 BUCKINGHAM AVENUE Incorporation No  
BURNABY BRITISH COLUMBIA BC1152326  
V5E 1Z9 CANADA

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)

Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Execution Date		
Y	M	D
18	02	18

Transferor(s) Signature(s)

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

Name: David Ehrhardt

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.

Status: Registered  
FORM\_D1\_V22

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 13 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Lynn I. Ramsay, Q.C.  
Barrister & Solicitor  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5  
604.687.2242

Y	M	D
18	02	14
18	04	25

\_\_\_\_\_  
WEDGEWOOD UTILITIES INC., by its  
authorized signatory(ies):

\_\_\_\_\_  
Name: David Ehrhardt

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Lourey Smith  
Notary Public  
Mareva at Lyford  
Harbour Green, Lyford Cay  
P.O. Box N3937  
Nassau  
The Bahamas

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

\_\_\_\_\_  
Name: Galnom Ltd.  
Per: Theresa Haven-Adderley  
Per: Ronique Bastian

\_\_\_\_\_  
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.

Status: Registered

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_E\_V22

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 37 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 38 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 39 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 40 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 41 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 42 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 43 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 44 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 45 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 46 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 47 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 48 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 49 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 50 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 51 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916



Status: Registered  
FORM\_E\_V22

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

**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
--------------------	------------	------------------------

---

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

---

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

---

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

Status: Registered

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_E\_V22

**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 Lyford Financial Centre #2, P.O. Box AP-59223, Nassau, Bahamas (as to priority)

*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

**WEDGEWOOD UTILITIES 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 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; and5 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 will be subject to an Annual Fee. 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. The Grantee shall issue a Payment Notice to the owner of each Lot no later than December 1<sup>st</sup> 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 distraint 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.

Status: Registered

Doc #: CA6923933

RCVD: 2018-07-11 RQST: 2018-08-15 13.45.54

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA6923933

PAGE 1 OF 1 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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay XYS4HG Date: 2018.07.24 13:05:43 -07'00'
---------------------------------	---

I, Lynn Ramsay, Q.C. of 400, 725 Granville Street, Vancouver, B.C. V7Y 1G5, declare that:

1. I am the applicant with respect to filing of the pending Form C Rent Charge CA6923933.
2. By inadvertence the Transferee shown in Item 6 and Form D of the Form C Rent Charge CA6923933 was incorrect.
3. I hereby apply to correct the pending application CA6923933 by replacing the Transferee, "Wedgewood Utilities Inc." set out in Items 6 and Form D with "Wedgewoods Utilities Inc."

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

July 24, 2018

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: \$0.00

**EXHIBIT "N"**

*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

**WEDGEWOODS UTILITIES 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 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 will be subject to an Annual Fee. 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. The Grantee shall issue a Payment Notice to the owner of each Lot no later than December 1<sup>st</sup> 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 "Q"

FORM C  
 NOV 2009 15 30  
 (2009 15 30)

Province of British Columbia

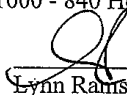
BB122530816 NOV 2009 15 30

BB1225309

Page 1 of 13

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

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

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

3. NATURE OF INTEREST: \*  

DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE


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

5. TRANSFEROR(S): \*  
 SEE SCHEDULE

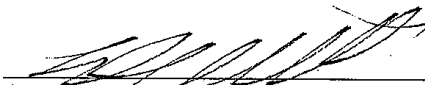
6. TRANSFEREE(S): \*  
 SQUAMISH-LILLOOET REGIONAL DISTRICT, having its address at P.O. Box 219, 1350 Aster Street,  
 Pemberton, B.C. V0N 2L0

7. ADDITIONAL OR MODIFIED TERMS: \*  
 N/A

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

Officer Signature(s)  


Execution Date		
Y	M	D
09	11	13

Transferor Signature(s)  
 28165 YUKON INC., by its authorized signatory(ies):  
  
 Name: David Ehrhardt

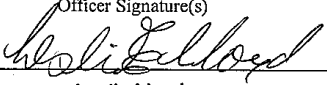
**LYNN RAMSAY, Q.C.**  
 BARRISTER & SOLICITOR  
 1000 - 840 HOWE STREET  
 VANCOUVER, B.C. V6Z 2M1  
 604-687-2242

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2

Officer Signature(s)  


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

(as to both signatures)

Execution Date		
Y	M	D
09	10	30

Transferor/Borrower/Party Signature(s)  
**SQUAMISH-LILLOOET REGIONAL DISTRICT**, by its authorized signatories:

  
Name: SUSAN GIMSE, VICE-CHAIR

  
Name: PAUL EDJINGTON, CAO

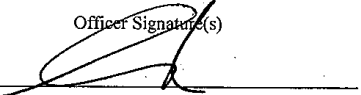
OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

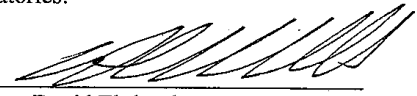


**LYNN RAMSAY, Q.C.**  
**BARRISTER & SOLICITOR**  
1000-840 HOWE STREET  
VANCOUVER, B.C. V6Z 2M1  
604-687-2242

Execution Date

Y	M	D
09	11	13

Transferor/Borrower/Party Signature(s)  
**STORM LACE B.V.**, by its authorized signatories:



Name: David Ehrhardt

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4

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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:\*

(PID)

(LEGAL DESCRIPTION)

027-752-330 Lot A District Lot 2247, Group 1, New Westminster District Plan BCPBCP39086

3. NATURE OF INTEREST: \*

DESCRIPTION

DOCUMENT REFERENCE  
(Page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way  
pursuant to Section 218  
over parts shown on  
Statutory Right of Way  
Plan ~~EPP1804~~ ~~BCP42864~~

Entire Instrument

Transferee

Priority Agreement  
granting Statutory Right of  
Way ~~BB1225308~~ priority  
over Mortgage BB811939  
and Assignment of Rents  
BB811940

Page 13

Transferee

5. TRANSFEROR(S): \*

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

**TERMS OF INSTRUMENT – PART 2**

**EAST SIDE PUBLIC ACCESS STATUTORY RIGHT OF WAY**

THIS AGREEMENT dated for reference September 10, 2009

BETWEEN

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

(the “Grantor”);

AND

**SQUAMISH-LILLOOET REGIONAL DISTRICT**, P.O.  
Box 219, 1350 Aster Street, Pemberton, British Columbia,  
V0N 2L0

(the “Grantee”).

WHEREAS:

A. The Grantor is the registered owner of the land and premises located in the Squamish-Lillooet Regional District in the Province of British Columbia and legally described as:

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

(the “Lands”);

B. Section 218 of the *Land Title Act* (British Columbia) enables the Grantor to grant in favour of the Grantee an easement without a dominant tenement to be known as a statutory right of way;

C. The Grantor wishes to grant and the Grantee wishes to accept a statutory right of way (the “Statutory Right of Way”) over those portions of the Lands (the “Right of Way Area”) shown outlined in bold lines on the Reference Plan of Statutory Right as prepared by Darryl J. Mitchell, B.C.L.S. dated September 22, 2009, having registration in the Land Title Office under number BCP 42864, a reduced copy of which is attached to this Agreement as Schedule “A” for public access and usage pursuant to this Agreement; and

D. The Statutory Right of Way is necessary for the operation and maintenance of the Grantee’s undertaking.

THEREFORE in consideration of the premises and of the mutual promises and undertakings herein contained and the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor



- 6 -

and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the parties hereto agree as follows:

**1. Grant**

Subject to the terms and conditions set out herein, the Grantor does hereby grant and convey in perpetuity and at all times unto the Grantee its elected officials, employees, contractors and its invitees (including members of the public without specific invitation or authorization) the full, free and uninterrupted right, license, liberty, privilege, easement and right of way in common with the Grantor to enter, use, go, return, pass and repass along, over, under and upon the Right of Way Area on foot or with bicycles, scooters and similar wheeled conveyances but not with any motorized vehicles of any kind (other than scooters) and to use the benches, the picnic area and the recreation trails on the Right of Way Area.

**2. Reservations**

Notwithstanding the right of way and easement granted herein, there is hereby reserved to the Grantor, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- (a) to temporarily interrupt the use and enjoyment of the Right of Way Area by the Grantee and its invitees (including members of the public) for the purpose of constructing, laying down and installing utility and communications systems of any kind or description, together with ancillary attachments, appliances and equipment on, under or through the Right of Way Area as the Grantor may require or may deem expedient and altering, enlarging, extending, removing, repairing, renewing, maintaining, cleaning, inspecting and replacing the same as the Grantor in its sole discretion deems to be necessary or expedient, but not for more than 48 consecutive hours and not more than four days in each month without the prior written consent of the Regional District, acting reasonably;
- (b) to protect archaeological sites with the placement and ongoing maintenance of fencing, signage (kiosk), landscaping and other means that discourages access to the sites and the area immediately adjacent to and surrounding the archaeological sites; and
- (c) to eject from the Right of Way Area any member of the public who:
  - (i) acts in a disorderly or offensive manner, molests, pesters, interferes with or obstructs (except if authorized to install, inspect, maintain or repair the recreational trails) any other person from having access to the Right of Way Area, or commits an illegal act;
  - (ii) presents a real and substantial threat to the safety of others or to the security of any landscaping or improvements on the Right of Way Area or the Lands;

- 7 -

- (iii) takes up abode overnight on the Right of Way Area or attempts such abode;
- (iv) lights any fires or burns any material on the Right of Way Area;
- (v) comes onto or occupies the Right of Way Area to:
  - (A) conduct or attend a demonstration, rally or performance (whether in concert with others or not);
  - (B) distribute or post pamphlets or handbills, or other material or items;
  - (C) picket;
  - (D) make speeches; or
  - (E) beg, panhandle or engage in any commercial activity including solicitation.

### 3. Grantor's Covenants

The Grantor covenants and agrees with the Grantee that:

- (a) except as provided herein, the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor;
- (b) except as provided herein, the Grantor will not do or authorize to be done any act or thing which in the reasonable opinion of the Grantee might restrict or interfere with the use of the Right of Way Area;
- (c) the Grantor is solely responsible to inspect, repair and maintain the Right of Way Area so that it remains at all times in a reasonably safe, accessible and passable state;
- (d) following the Grantor's exercise of any of its rights granted herein (including Section 2(a)), the Grantor shall restore the surface of the Right of Way Area and any trail improvements disturbed or damaged as nearly as is reasonably possible to their condition before such disturbance or damage to the satisfaction of the Grantee acting reasonably; and
- (e) the Grantor shall at all times and does hereby indemnify, save harmless, release and forever discharge the Grantee from and against any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based on law or equity, whether known or unknown, which

- 8 -

anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss, damage or injury including economic loss or deprivation, arising out of, or in connection with this Agreement and, in particular but without limitation, the use by any person of the recreation trails within the Right of Way Area.

**4. No Obligation**

- (a) Nothing in this Agreement shall be interpreted as an obligation of the Grantor to exercise rights reserved in Section 2 of this Agreement;
- (b) Without limiting the generality of Subsection 4(a), nothing in this Agreement shall be interpreted as an obligation of the Grantor to build, construct, or erect any building, structure or other improvement whatsoever on, over or under the Right of Way Area, except to the extent identified in the "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1036, 2007".

**5. Additional Remedy for the Grantee**

The Grantor acknowledges and agrees that if the Grantee advises of a breach of Section 3 of this Agreement, as determined in its reasonable discretion, the Grantor (or Strata Corporation if the Right of Way Area is identified as Common Property) shall promptly remedy that breach and if the Grantor has not remedied the breach to the reasonable satisfaction of the Grantee within 15 days of notice or longer time specified therein, the Grantee may, but is under no obligation to, remedy the breach at the expense of the Grantor without further notice. Costs to the Grantee of such rectification shall be a debt due from the Grantor to the Grantee together with interest at a rate of 3% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and the Grantor shall pay such costs and interest to the Grantee forthwith upon demand.

**6. Grantee's Covenant**

The Grantee covenants and agrees with the Grantor that:

- (a) the Grantee will not build, construct or erect any building, structure or other improvement whatsoever, now or hereafter in, upon, over or under the Right of Way Area; and
- (b) Grantee shall not be unreasonable in its opinions herein.

**7. Grantee's Powers Preserved**

- (a) Nothing contained or implied herein shall prejudice or affect the Grantee's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) or the *Community Charter* (British Columbia), or its rights and powers under all of its public and private statutes, bylaws, orders and regulations,

- 9 -

all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor.

- (b) Notwithstanding anything herein contained, the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.
- (c) Nothing in this Agreement shall be interpreted as restricting the Grantee's right to make rules or impose restrictions or prohibitions regarding the public use of the Right of Way Area.

#### 8. Priority

The Grantor will, after execution hereof, by it at the expense of the Grantor do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Grantee or have been granted in favour of the Grantee.

#### 9. Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless written waiver signed by the party waiving a provision has first been obtained by the party asserting a waiver and, without limiting the generality of the foregoing, no condoning, excusing or overlooking by a party of a breach of the provisions hereof nor any earlier written waiver shall be taken to operate as a waiver or constitute acquiescence to subsequent default or breach of this Agreement by either party.

#### 10. Runs with Land/Subdivision

- (a) Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted by the Grantor to the Grantee in accordance with section 218 of the *Land Title Act* (British Columbia) in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the Grantor's successors in title to the Lands.
- (b) This Agreement burdens and charges any parcel into which the lands are subdivided by any means and upon which any portion of the Right of Way is located.
- (c) No part of the fee of the soil of the Lands shall pass to or be vested in the Grantee by these presents.
- (d) If a strata plan is registered in the applicable Land Title Office in respect of all or a portion of the Lands, then
  - (i) the burden of the covenants herein shall be binding upon the strata corporation and the owners of the strata lots on which the Right of Way Area is located, who shall collectively be the Grantors hereunder, and

- 10 -

shall be a charge upon the common property of such strata corporation and upon such strata lots, but

- (ii) only the strata corporation shall be liable to the Grantee to perform the covenants and agreements of the Grantor hereunder, and the obligations of the owners of such strata lots created by such strata plan shall be limited to permitting access through the Right of Way Area as provided herein and they will not otherwise have any personal liability hereunder except to the extent of their proportionate liability as a member of the strata corporation.
- (e) The Grantee will, following the registration of the Nature Conservation and Utility Area Section 219 Covenant against title to the Lands and a subdivision that creates a separate title for the Covenant Area referred to in the Nature Conservation and Utility Area Section 219 Covenant, execute a registrable discharge of this East Side Public Access and Recreational Trail Statutory Right of Way from the portion of the Lands west of Highway 99.

#### **11. Notice**

Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if, and deemed to have occurred when:

- (a) the Grantor or the Corporate Administration Officer of the Grantee has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier (except that in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is mailed to the party at the most recent address shown on title to lands in the records of the Land Title Office for the party, or to whatever address the parties may from time to time advise in writing.

#### **12. Interpretation**

- (a) Wherever the singular or the masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- (b) Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

#### **13. Opinions**

Any opinion which the Grantee is entitled by virtue of this Agreement to form may be formed on behalf of the Grantee by the Director of Planning and Development or his designate in which

- 11 -

event the opinion of the Director of Planning and Development or his designate shall be deemed to be the opinion of the Grantee for the purposes of this Agreement.

**14. Severability**

If any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect.

**15. Binding Effect**

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns, notwithstanding any rule of law or equity to the contrary. If the jurisdictional boundary of the Resort Municipality of Whistler expands to include the Land, any reference in this Agreement to the Regional District or to Grantee shall be deemed to mean the Resort Municipality of Whistler and any reference to the Director of Planning and Development shall be deemed to mean the General Manager of Resort Experience.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**17. Further Assurances**

The Grantor shall execute all further documents and things whatsoever for the better assuring unto the Grantee of the Statutory Right of Way hereby granted.

**18. Use by the Grantor**

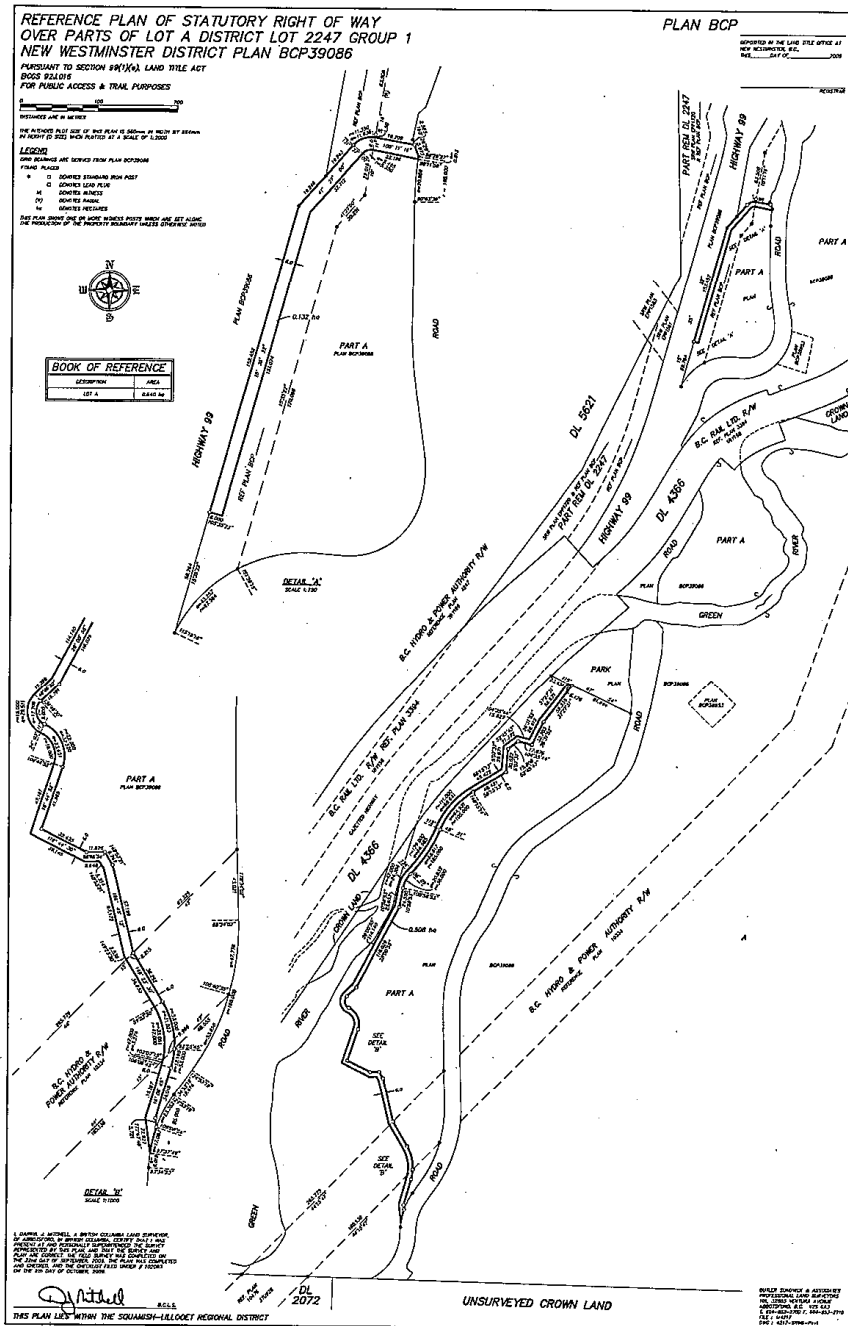
Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Lands in any manner which does not unreasonably interfere with the exercise by the Grantee and others who benefit hereunder of the rights herein granted.

**19. Liability**

Notwithstanding anything herein contained, neither the Grantor named herein or any future owner of the Lands, or any portion thereof, shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor named herein or any future owner ceases to have a further interest in the Lands.

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

SCHEDULE "A"



2228871.5 October 9, 2009 - 12:14 PM East Side Public Access Statutory Right of Way

---

## Consent and Priority Agreement

---

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

Mortgage BB811939  
Assignment of Rents BB811940

("Security")

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

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

**END OF DOCUMENT**



Status: Registered  
FORM\_17C\_V13

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

DECLARATION(S) ATTACHED

NEW WESTMINSTER LAND TITLE OFFICE  
LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Sep-12-2017 16:29:53.018  
LAND TITLE AND SURVEY AUTHORITY

CA6292513

PAGE 1 OF 14 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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel
	Ramsay XY54HG
	DN: c=CA, cn=Lynn Isabel Ramsay
	XYS4HG, o=Lawyer, ou=Verify ID at
	www.juriscert.com/LKUP.cfm?
	id=XYS4HG
	Date: 2017.09.12 08:13:02 -0700'

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

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242  
Client No: 010437 File No: 54355.0010  
28165 / 24233356 & 21935843

Vancouver BC V7Y 1G5

Document Fees: \$71.58

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**STATUTORY BUILDING SCHEME**  
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**28165 YUKON INC.**

5403 BUCKINGHAM AVENUE  
BURNABY

V5E 1Z9

BRITISH COLUMBIA  
CANADA

Incorporation No  
57097A

Status: Registered

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM E7\_V13

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 2 OF 14 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 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 14 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 15 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 16 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 17 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 18 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 19 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 20 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 21 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 22 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 23 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 24 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 25 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 26 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 27 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 28 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 29 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 30 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 31 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 32 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 33 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 34 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 35 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 36 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916



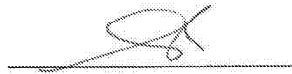
Status: Registered

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

- 2 -

Officer Signatures



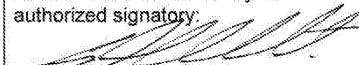
**LYNN I. RAMSAY, QC**  
BARRISTER & SOLICITOR  
400 - 725 GRANVILLE STREET  
VANCOUVER, B.C. V7Y 1G5  
(604) 687-2242

Execution Date

Y	M	D
17	05	09

Transferor(s) Signatures

**28165 YUKON INC.**, by its  
authorized signatory:

  
Name: David Elchheit

**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.

21935843.3 January 3, 2017 - 12:26 PM

Status: Registered

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

*Centre of Commerce, 2nd Fl, One Bay St, PO Box 55 6259*


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.

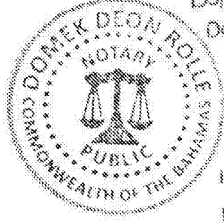
EXECUTION(S):

Officer Signatures

Execution Date

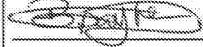
Transferor(s) Signatures


  
 Dorek Rolle  
 Deming Law  
 Chambers  
 Suite 402L  
 One Bay St  
 Nassau, Bahamas  
 1242 601 5117  
 Notary Public



Y	M	D
17	05	18

MOUNTAIN ADVENTURE LTD., by its authorized signatory:

  
**FORNACIS LTD. DIRECTOR**  
 As to Mortgage BB1186415 and Assignment of Rents BB1186416  
*Beethon Bryner*

  
**GEMINORUM LTD. DIRECTOR**  
*Lynn Kelly*

(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.

21935843.3 May 2, 2017 - 3:23 PM

**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.

Status: Registered

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

- 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 January 3, 2017 - 12:26 PM

Page 8 of 16



**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.

Status: Registered

Doc #: CA6292513

RCVD: 2017-09-12 RQST: 2017-09-26 15.40.01

FORM\_DECGEN\_V19

**LAND TITLE ACT  
FORM DECLARATION**

**Related Document Number:**

PAGE 1 OF 2 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., declare that:

I have in my possession a copy of a certificate of good standing issued by the appropriate governmental authority responsible for issuing such certificates.

The details of the certificate are shown in the attached image of the certificate.

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

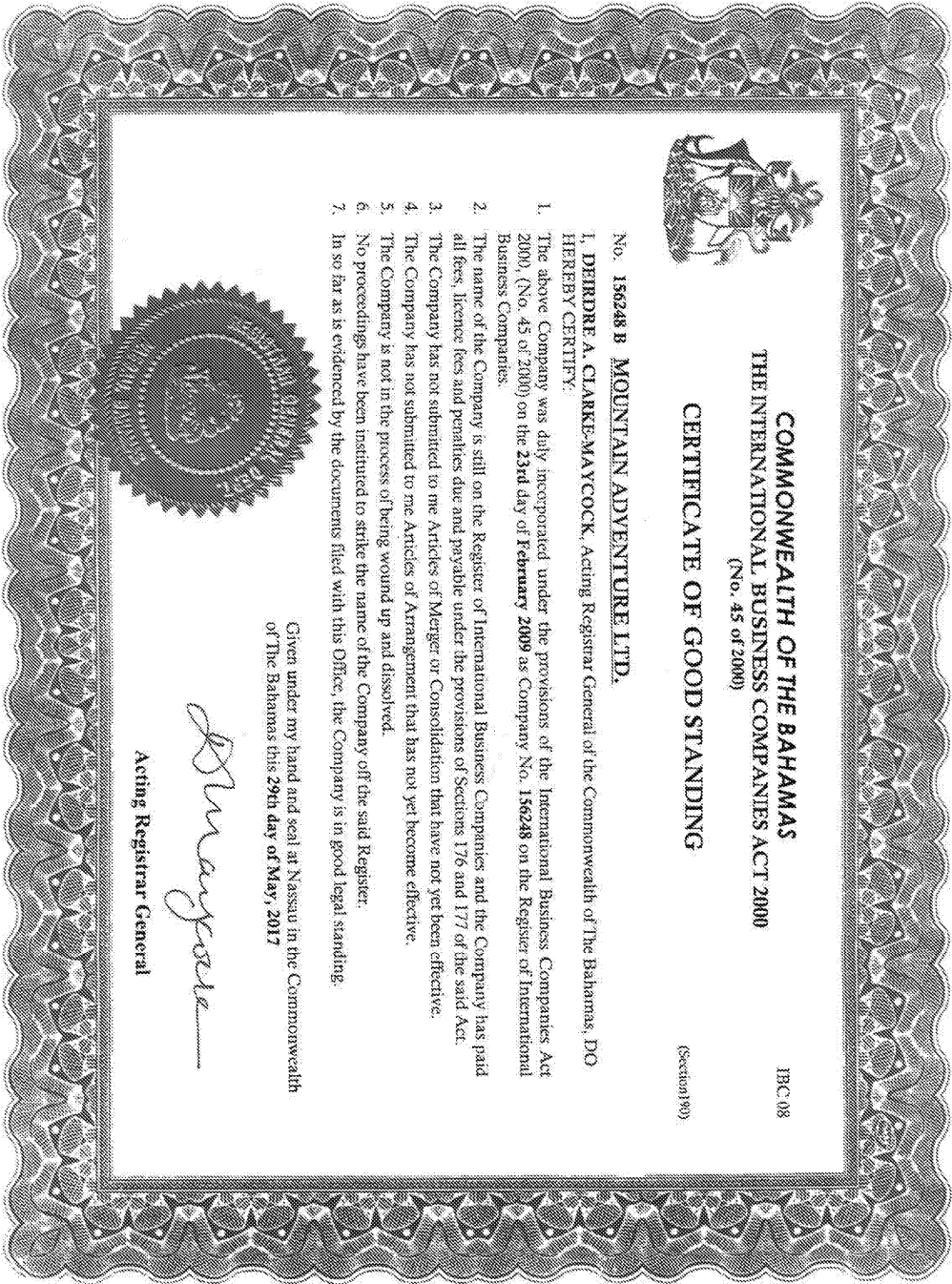
Dated September 12, 2017

Lynn Ramsay, Q.C.

**NOTE:**

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





**COMMONWEALTH OF THE BAHAMAS**  
**THE INTERNATIONAL BUSINESS COMPANIES ACT 2000**  
 (No. 45 of 2000)  
**CERTIFICATE OF GOOD STANDING**

IBC 08

(Section 10)

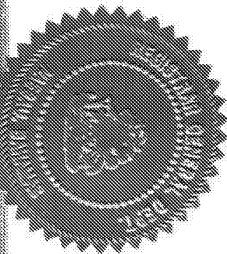
No. 156248 B MOUNTAIN ADVENTURE LTD.

I, **DEIRDRE A. CLARKE-MAYCOCK**, Acting Registrar General of the Commonwealth of The Bahamas, DO HEREBY CERTIFY:

1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the **23rd day of February 2009** as Company No. 156248 on the Register of International Business Companies.
2. The name of the Company is still on the Register of International Business Companies and the Company has paid all fees, licence fees and penalties due and payable under the provisions of Sections 176 and 177 of the said Act.
3. The Company has not submitted to me Articles of Merger or Consolidation that have not yet been effective.
4. The Company has not submitted to me Articles of Arrangement that has not yet become effective.
5. The Company is not in the process of being wound up and dissolved.
6. No proceedings have been instituted to strike the name of the Company off the said Register.
7. In so far as is evidenced by the documents filed with this Office, the Company is in good legal standing.

Given under my hand and seal at Nassau in the Commonwealth of The Bahamas this **29th day of May, 2017**

*D Maycock*  
Acting Registrar General





FORM\_17C\_V14

## NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
 FORM 17 CHARGE, NOTATION OR FILING Jul-11-2018 13:23:26.019  
 LAND TITLE AND SURVEY AUTHORITY **HELP GUIDE** **LOCK**

CA6923940

PAGE 1 OF 16 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.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay XY54HG Date: 2018.07.11 07:53:44 -07'00'
---------------------------------	--

- 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. APPLICANT: (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: 54355.5152  
 28165 / 32508800 & 26772022  
 See CA6716556 for Certificate of Status

Vancouver

BC V6Z 2M1

Document Fees: \$71.58

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 CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO: **Use Schedule**

**STATUTORY BUILDING SCHEME**

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), 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?**

FORM\_E7\_V14

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 2 OF 16 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 37 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 38 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 39 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 40 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 41 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 42 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 43 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 44 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 45 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 46 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 47 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 48 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 49 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 50 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 51 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916

Additional 30 Parcel Schedule	Additional 3 Parcel Schedule
-------------------------------	------------------------------

**LAND TITLE ACT  
FORM 35  
(SECTION 220)  
DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE:

HEREWITH FEE OF \$5

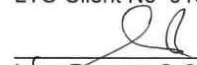
Building Scheme

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

Lynn Ramsay Q.C.  
Barrister & Solicitor  
Miller Thomson LLP  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5 (687-2242)

File No 54355.5152

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 37 to 51  
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

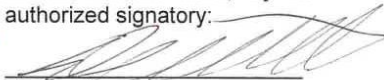


**LYNN I. RAMSAY, QC**  
BARRISTER & SOLICITOR  
400 - 25 GRAVILLE STREET  
VANCOUVER, B.C. V7Y 1G5  
(604) 687-2242

Y	M	D
18	04	30

28165 YUKON INC., by its authorized signatory:

Name:

David Ehrhardt

**OFFICER CERTIFICATION:**

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

P.O. Box  
A.P. 59223

We, **MOUNTAIN ADVENTURE LTD.** (a corporation incorporated under the laws of Netherlands) having an office at ~~Centre of Commerce, 2nd Floor, One Bay Street, P.O. Box SS-6289,~~ 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.

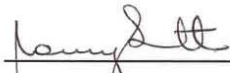
Lyford  
Financial  
Centre #2

EXECUTION(S):

Officer Signatures

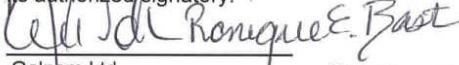
Execution Date

Transferor(s) Signatures

  
 LOUISE SMITH  
 Notary Public  
 Marewa at Lyford  
 Harbour Green Lyford Cay  
 P.O. Box N 3937  
 NASSAU BAHAMAS

Y	M	D
18	04	25

**MOUNTAIN ADVENTURE LTD.**, by its authorized signatory:

  
 Ronique Bastian  
 Gallop Ltd.  
**Theresa Haven-Adderley**  
 As to Mortgage BB1186415 and  
 Assignment of Rents BB1186416



on by Mountain Adventure

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;
  - (i) "Wildfire Protection Guidelines Check List" means the check list included in Appendix B together with any amendments to the checklist as may be suggested by the Regional District from time to time
  - (j) "Wildfire Protection Guidelines" means the guidelines attached as Appendix B together with any amendments to those guidelines as may be suggested by the Regional District from time to time.
  
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. The Plans and Specifications must meet the requirements of the Squamish-Lillooet Regional District zoning bylaws and the current applicable building Code;
  - (b) receiving written approval of the Plans and Specifications from the Co-ordinating Architect;



- 2 -

- (c) receiving written approval of the landscape plans related to the Improvements and comprising part of the Plans and Specifications from the Landscape Architect;
  - (d) receiving the written approval of the Plans and Specifications and the Wildfire Check List by the Approving Agent;
  - (e) providing the Agent with a completed Wildfire Protection Guidelines Checklist ;
  - (f) providing the information necessary to demonstrate how the development will implement the Wildfire Protection Guidelines
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 Specifications meet the requirements of the Architectural Design Guideline and the Wildfire Protection Guidelines 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 any Agreement with the Approving Agent 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 The Plans and Specifications must meet the requirements of the Squamish-Lillooet Regional District zoning bylaws and the current applicable building Code ;
    - (b) in compliance with the Architectural Design Guidelines;
    - (c) in compliance with the Wildfire Protection Guidelines; and
    - (d) in compliance with the requirements of the Squamish-Lillooet Regional District zoning bylaws and regulations and the current applicable building code
    - (e) in compliance with a building permit issued by the Squamish-Lillooet Regional District.. The owner of the lot must obtain a building permit for the construction of improvements set forth in the Plans and Specifications.
  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

26772022.3 January 11, 2018 - 2:56 PM

- 3 -

determining compliance with and enforcing the provisions of this statutory building scheme.

7. No Lot shall be used except in compliance with the following restrictions:
  - (a) no house trailer, travel trailer, mobile home camper, recreational vehicle or similar vehicle or structure designed for or capable of providing overnight accommodations, by whatever name called, no unlicensed vehicles and no commercial trucks, boats or machinery are permitted to be located, kept or stored on any Lot except within enclosed roofed buildings or garages or an area with adequate screening approved by the Approving Agent;
  - (b) no temporary structures, trailers or residences shall be permitted on any Lot except for use during a period of construction, which period shall not exceed one (1) year, without the approval of the Approving Agent.
8. The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations and orders of the governmental authorities applicable to the Lots.
9. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions will be considered severed from this statutory building scheme and the rest of the statutory building scheme will be unaffected by such provision or provisions.
10. No person who is the Owner of any Lot will be liable for a breach of any of the provisions hereof if such breach arises after such person ceased to be the Owner of such Lot.
11. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sub-lessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
12. This building scheme will expire 25 years after the date of its registration in the Land Title Office or on notice from the Approving Agent that the Lands have completed initial build-out, whichever is later, and thereafter the provisions hereof will be of no force and effect.



**SCHEDULE A**  
**ARCHITECTURAL DESIGN GUIDE LINES**  
**WEDGE WOODS SINGLE FAMILY LOTS**

**1. MASSING AND FORM**

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

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

**2. NO REPETITION OF BUILDING DESIGN**

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

**3. DRIVEWAYS AND GARAGES**

3.1 Driveways and garages 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 fire retardant 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 shall be predominantly non-combustible materials such as;

composite wood claddings

traditional stucco;

architectural concrete;

- 3 -

stone or river rock

A minimal amount of materials such as wood siding, wood shingles, structural wood, wood beams or logs may be utilized for architectural details or trims

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.

- 5 -

**10. LANDSCAPING**

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

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

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

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

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

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

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

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

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

**11. SNOW MANAGEMENT**

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

- 6 -

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

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

**12. ANTENNAS AND SATELLITE DISHES**

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

**13. DOG KENNELS**

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

**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.



## APPENDIX B- WILDFIRE PROTECTION GUIDELINES

Building Permits issued in this area shall be in accordance with the applicant demonstrating how the development has implemented the following measures:

1. All building materials are to have a high resistance to combustion, including cement board, slate, metal, plaster, stucco and other concrete products are preferred for exterior siding.
2. Materials that have a high resistance to combustion, including Class A, B or C shingles, slate, clay tile or metal should be used for roofing (excluding decorative trim, fascia and similar features).
3. Exterior windows, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block.
4. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
5. Eaves, attics, vents and underfloor openings shall be screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm) to prevent the accumulation of combustible materials and the entry of burning embers.
6. Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height, low-growing non-resinous shrubs, lawn and hard surfaces are preferred.
7. Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground. Trees spaced more closely than 3m are acceptable where a hard surface, lawn or other suitable fire break surrounds the cluster.
8. Applications for a Building Permit shall be accompanied by plans indicating the following,
  - a) Location of all existing and proposed structures, parking areas and driveways;
  - b) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and
  - c) Building elevations indicating the type of materials to be used on the exterior and roof of the building.

Additional information that may be required in order to consider issuance of a Building Permit includes landscape plans that are prepared in consultation with a Registered Professional Biologist, Forester, or Landscape Architect and that provide recommendations for ensuring minimal fuel loading within landscaped areas, ongoing protection from interface fire hazard, and the type and density of fire resistive plantings that may be incorporated within landscaped areas to help mitigate the interface fire hazard.

It is the responsibility of the applicant to prove the Wildfire Protection Guidelines have been met. The below checklist must be submitted as part of the Building Permit process.

- 2 -

## WILDFIRE PROTECTION GUIDELINES CHECKLIST

Strata Lot # \_\_\_\_\_ .

Ref	Guidelines	Compliant for Permit	Compliant after Construction	N/A
1	All building materials have a high resistance to combustion			
2	Roofing materials have a high resistance to combustion			
3	Exterior windows, windows within exterior doors, and skylights are tempered glass, multilayered glazed panels, or glass block			
4	Fire places, wood stoves and furnaces have spark arrestors			
5	Eaves, attics, vents and underfloor openings are screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm)			
6	Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height			
7	Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground			
8	Building Permit Plans include: A) Location of all existing and proposed structures, parking areas and driveways; B) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and C) Building elevations indicating the type of materials to be used on the exterior and roof of the building.			

Completed as of \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

26772022.3 January 11, 2018 - 2:56 PM



**EXHIBIT "R"**

**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  
400, 725 Granville Street  
Vancouver, B.C. V7Y 1G5 (687-2242)

File No 54355.5166

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 \_\_\_ to \_\_\_  
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 border="1" style="border-collapse: collapse; width: 100%;"><thead><tr><th style="width: 33%; text-align: center;">Y</th><th style="width: 33%; text-align: center;">M</th><th style="width: 33%; text-align: center;">D</th></tr></thead><tbody><tr><td style="text-align: center; vertical-align: middle;">18</td><td></td><td></td></tr></tbody></table>	Y	M	D	18			<p><b>28165 YUKON INC.</b>, by its authorized signatory:</p> <p>Name: <hr/></p>
Y	M	D						
18								

**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 Lyford Financial Centre #2, P.O. Box AP-59223, 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	<b>MOUNTAIN ADVENTURE LTD.</b> , by its authorized signatory:  _____  As to Mortgage BB1186415 and Assignment of Rents BB1186416
(as to execution by Mountain Adventure Ltd.)	18			

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;
  - (i) "Wildfire Protection Guidelines Check List" means the check list included in Appendix B together with any amendments to the checklist as may be suggested by the Regional District from time to time
  - (j) "Wildfire Protection Guidelines" means the guidelines attached as Appendix B together with any amendments to those guidelines as may be suggested by the Regional District from time to time.
  
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. The Plans and Specifications must meet the requirements of the Squamish-Lillooet Regional District zoning bylaws and the current applicable building Code;
  - (b) receiving written approval of the Plans and Specifications from the Co-ordinating Architect;

- 2 -

- (c) receiving written approval of the landscape plans related to the Improvements and comprising part of the Plans and Specifications from the Landscape Architect;
  - (d) receiving the written approval of the Plans and Specifications and the Wildfire Check List by the Approving Agent;
  - (e) providing the Agent with a completed Wildfire Protection Guidelines Checklist ;
  - (f) providing the information necessary to demonstrate how the development will implement the Wildfire Protection Guidelines
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 Specifications meet the requirements of the Architectural Design Guideline and the Wildfire Protection Guidelines 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 any Agreement with the Approving Agent 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 The Plans and Specifications must meet the requirements of the Squamish-Lillooet Regional District zoning bylaws and the current applicable building Code ;
  - (b) in compliance with the Architectural Design Guidelines;
  - (c) in compliance with the Wildfire Protection Guidelines; and
  - (d) in compliance with the requirements of the Squamish-Lillooet Regional District zoning bylaws and regulations and the current applicable building code
  - (e) in compliance with a building permit issued by the Squamish-Lillooet Regional District.. The owner of the lot must obtain a building permit for the construction of improvements set forth in the Plans and Specifications.
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

33464320.1 August 20, 2018 - 3:22 PM

- 3 -

determining compliance with and enforcing the provisions of this statutory building scheme.

7. No Lot shall be used except in compliance with the following restrictions:
  - (a) no house trailer, travel trailer, mobile home camper, recreational vehicle or similar vehicle or structure designed for or capable of providing overnight accommodations, by whatever name called, no unlicensed vehicles and no commercial trucks, boats or machinery are permitted to be located, kept or stored on any Lot except within enclosed roofed buildings or garages or an area with adequate screening approved by the Approving Agent;
  - (b) no temporary structures, trailers or residences shall be permitted on any Lot except for use during a period of construction, which period shall not exceed one (1) year, without the approval of the Approving Agent.
8. The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations and orders of the governmental authorities applicable to the Lots.
9. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions will be considered severed from this statutory building scheme and the rest of the statutory building scheme will be unaffected by such provision or provisions.
10. No person who is the Owner of any Lot will be liable for a breach of any of the provisions hereof if such breach arises after such person ceased to be the Owner of such Lot.
11. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sub-lessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
12. This building scheme will expire 25 years after the date of its registration in the Land Title Office or on notice from the Approving Agent that the Lands have completed initial build-out, whichever is later, and thereafter the provisions hereof will be of no force and effect.

**SCHEDULE A**  
**ARCHITECTURAL DESIGN GUIDE LINES**  
**WEDGE WOODS SINGLE FAMILY LOTS**

**1. MASSING AND FORM**

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

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

**2. NO REPETITION OF BUILDING DESIGN**

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

**3. DRIVEWAYS AND GARAGES**

3.1 Driveways and garages 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 fire retardant 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 shall be predominantly non-combustible materials such as;

composite wood claddings

traditional stucco;

architectural concrete;



- 3 -

stone or river rock

A minimal amount of materials such as wood siding, wood shingles, structural wood, wood beams or logs may be utilized for architectural details or trims

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.

- 5 -

**10. LANDSCAPING**

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

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

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

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

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

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

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

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

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

**11. SNOW MANAGEMENT**

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

- 6 -

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

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

**12. ANTENNAS AND SATELLITE DISHES**

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

**13. DOG KENNELS**

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

**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.

## APPENDIX B- WILDFIRE PROTECTION GUIDELINES

Building Permits issued in this area shall be in accordance with the applicant demonstrating how the development has implemented the following measures:

1. All building materials are to have a high resistance to combustion, including cement board, slate, metal, plaster, stucco and other concrete products are preferred for exterior siding.
2. Materials that have a high resistance to combustion, including Class A, B or C shingles, slate, clay tile or metal should be used for roofing (excluding decorative trim, fascia and similar features).
3. Exterior windows, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block.
4. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
5. Eaves, attics, vents and underfloor openings shall be screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm) to prevent the accumulation of combustible materials and the entry of burning embers.
6. Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height, low-growing non-resinous shrubs, lawn and hard surfaces are preferred.
7. Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground. Trees spaced more closely than 3m are acceptable where a hard surface, lawn or other suitable fire break surrounds the cluster.
8. Applications for a Building Permit shall be accompanied by plans indicating the following,
  - a) Location of all existing and proposed structures, parking areas and driveways;
  - b) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and
  - c) Building elevations indicating the type of materials to be used on the exterior and roof of the building.

Additional information that may be required in order to consider issuance of a Building Permit includes landscape plans that are prepared in consultation with a Registered Professional Biologist, Forester, or Landscape Architect and that provide recommendations for ensuring minimal fuel loading within landscaped areas, ongoing protection from interface fire hazard, and the type and density of fire resistive plantings that may be incorporated within landscaped areas to help mitigate the interface fire hazard.

It is the responsibility of the applicant to prove the Wildfire Protection Guidelines have been met. The below checklist must be submitted as part of the Building Permit process.

- 2 -

## WILDFIRE PROTECTION GUIDELINES CHECKLIST

Strata Lot # \_\_\_\_\_ .

Ref	Guidelines	Compliant for Permit	Compliant after Construction	N/A
1	All building materials have a high resistance to combustion			
2	Roofing materials have a high resistance to combustion			
3	Exterior windows, windows within exterior doors, and skylights are tempered glass, multilayered glazed panels, or glass block			
4	Fire places, wood stoves and furnaces have spark arrestors			
5	Eaves, attics, vents and underfloor openings are screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm)			
6	Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height			
7	Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground			
8	Building Permit Plans include: <ul style="list-style-type: none"> <li>A) Location of all existing and proposed structures, parking areas and driveways;</li> <li>B) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and</li> <li>C) Building elevations indicating the type of materials to be used on the exterior and roof of the building.</li> </ul>			

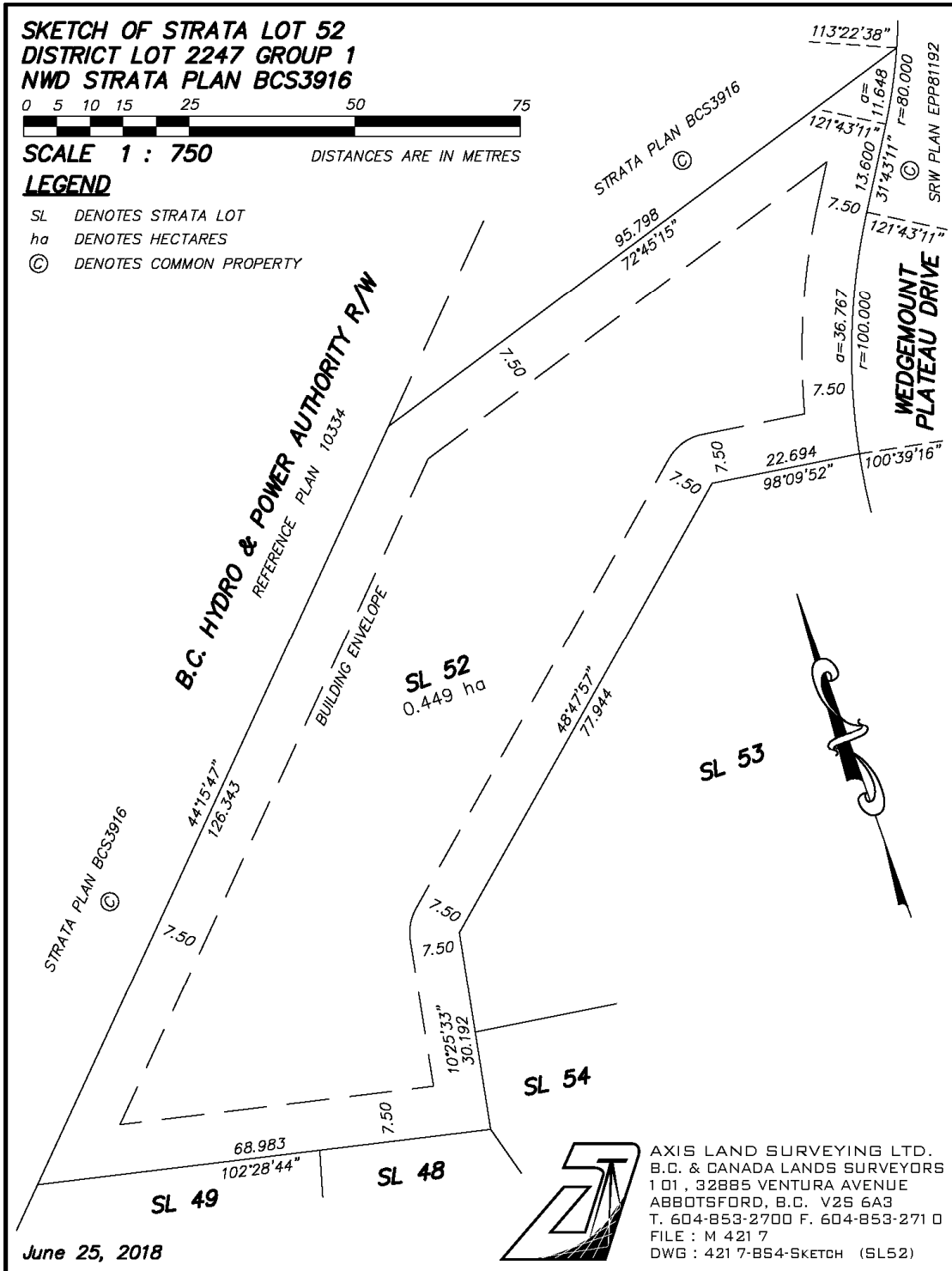
Completed as of \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

33464320.1 August 20, 2018 - 3:22 PM

EXHIBIT "S"



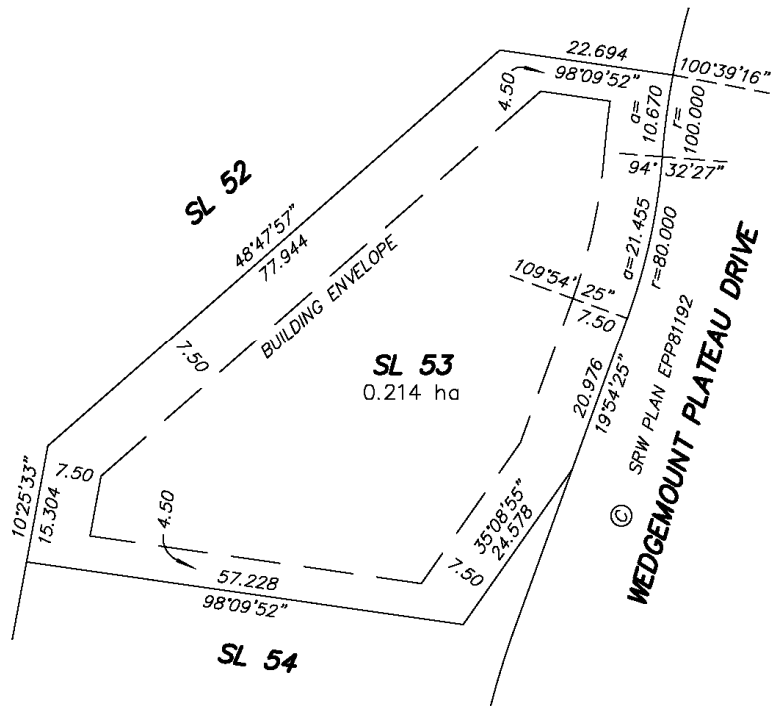
**SKETCH OF STRATA LOT 53  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



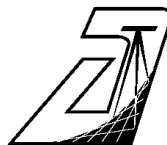
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



SRW PLAN EPP81192  
© WEDGEMOUNT PLATEAU DRIVE

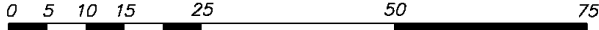


AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL53)

August 1, 2018



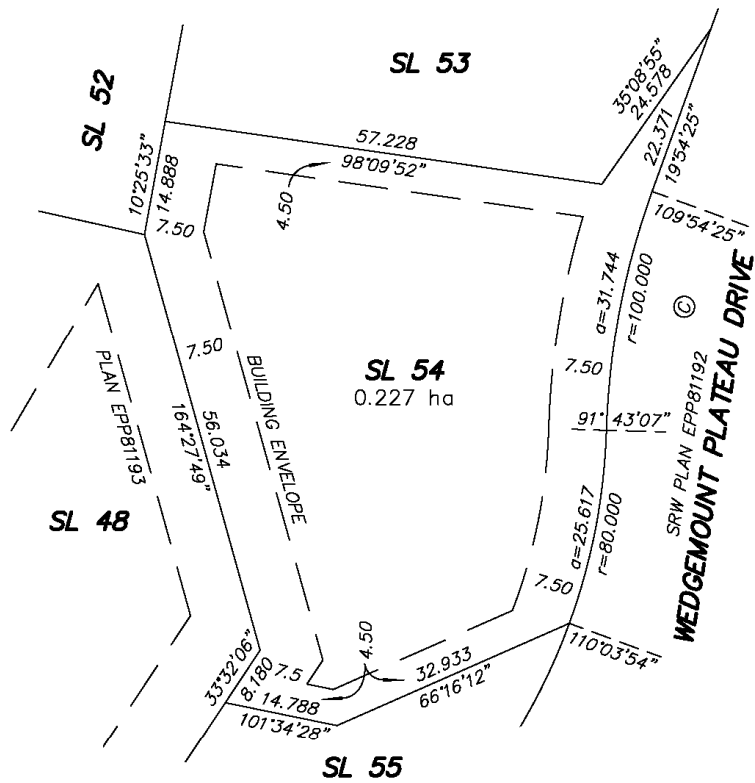
**SKETCH OF STRATA LOT 54  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**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  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL54)

August 1, 2018



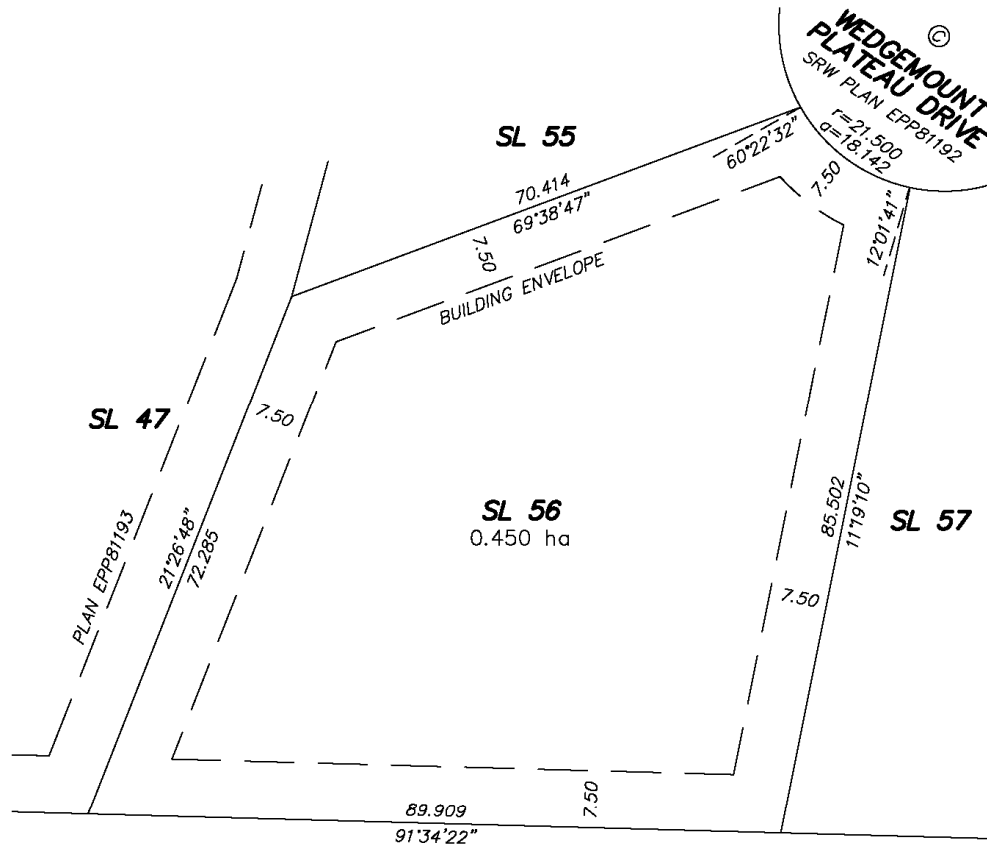
**SKETCH OF STRATA LOT 56  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

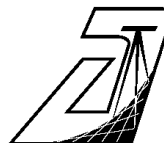
**LEGEND**

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



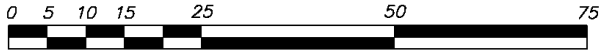
**UNSURVEYED CROWN LAND**

June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL56)

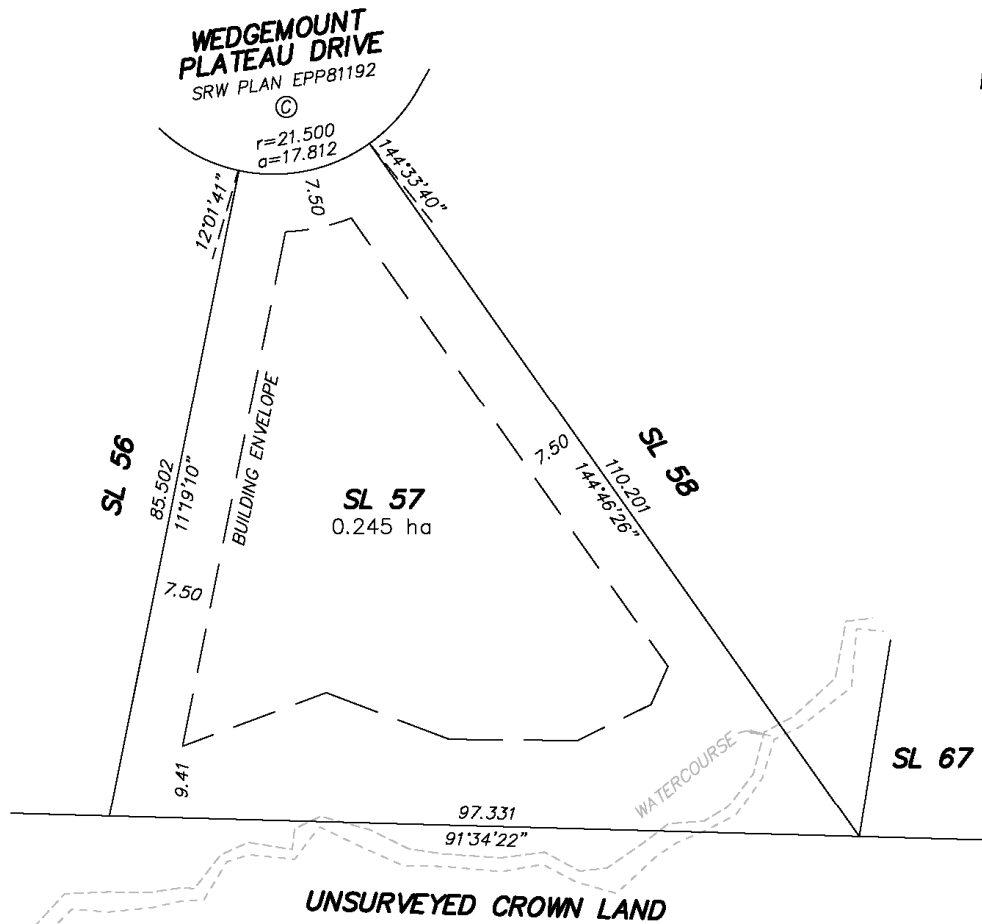
**SKETCH OF STRATA LOT 57  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

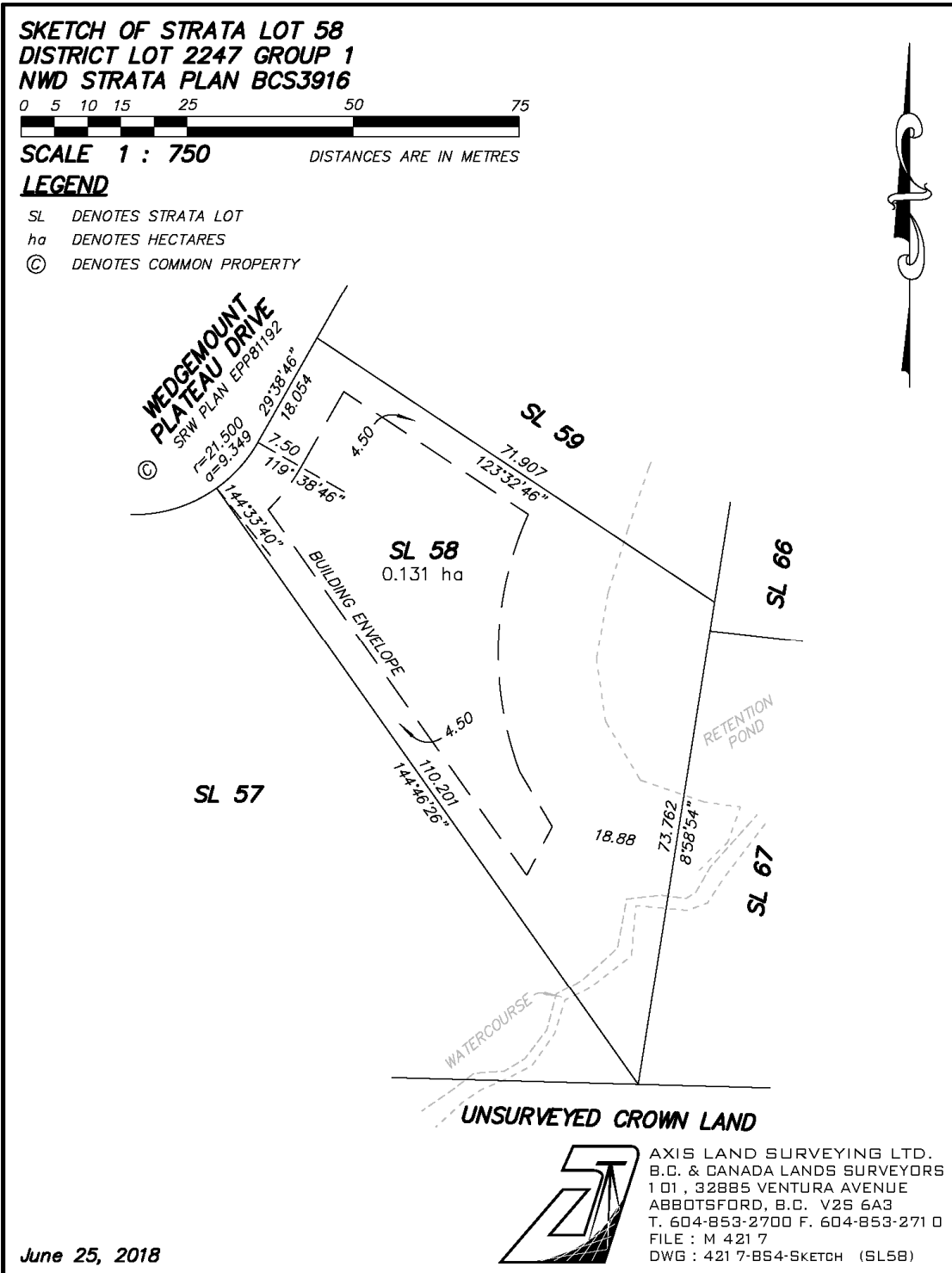
- SL DENOTES STRATA LOT
- ha DENOTES HECTARES
- © DENOTES COMMON PROPERTY

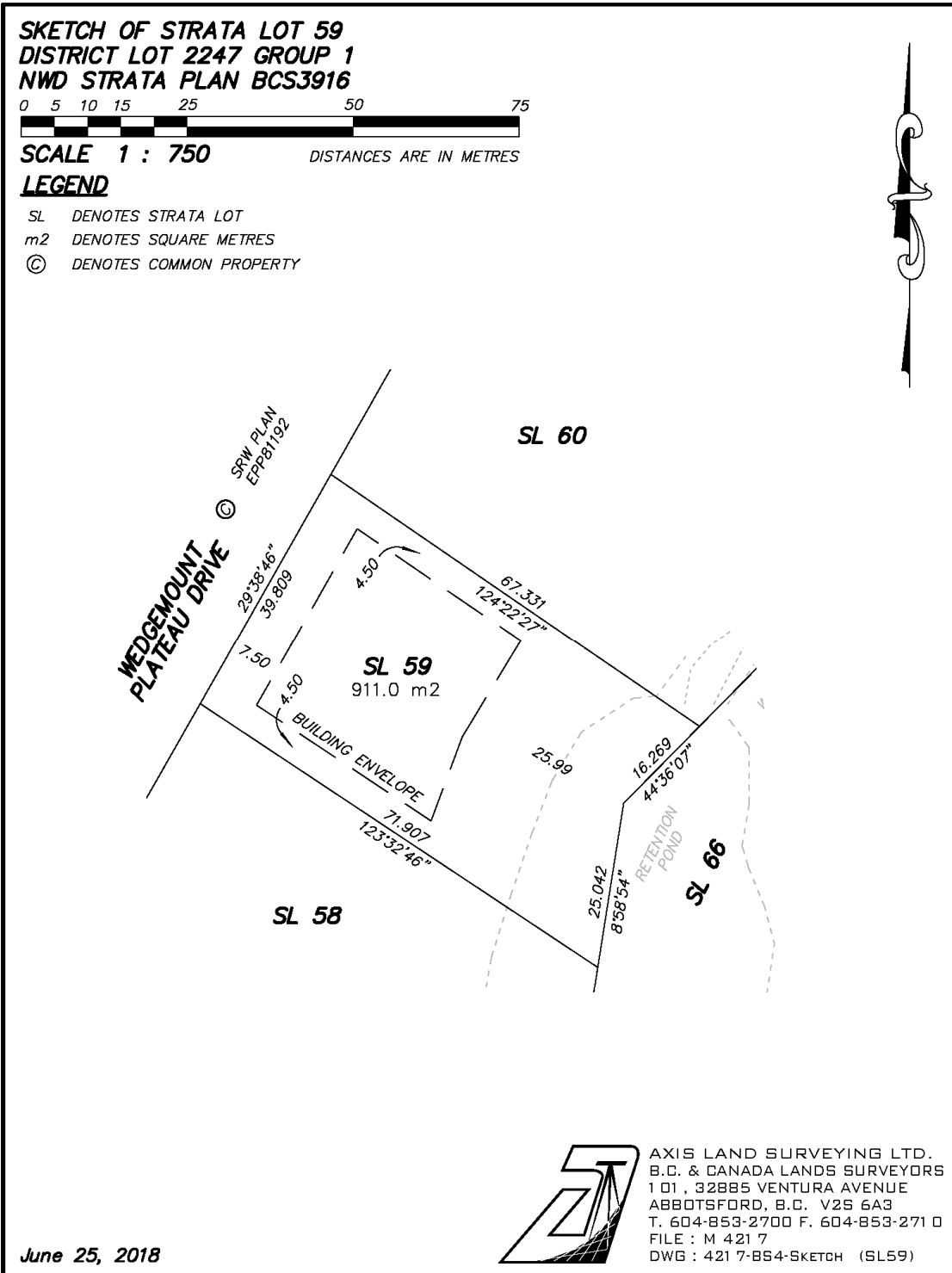


June 25, 2018

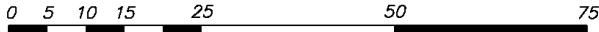


AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL57)





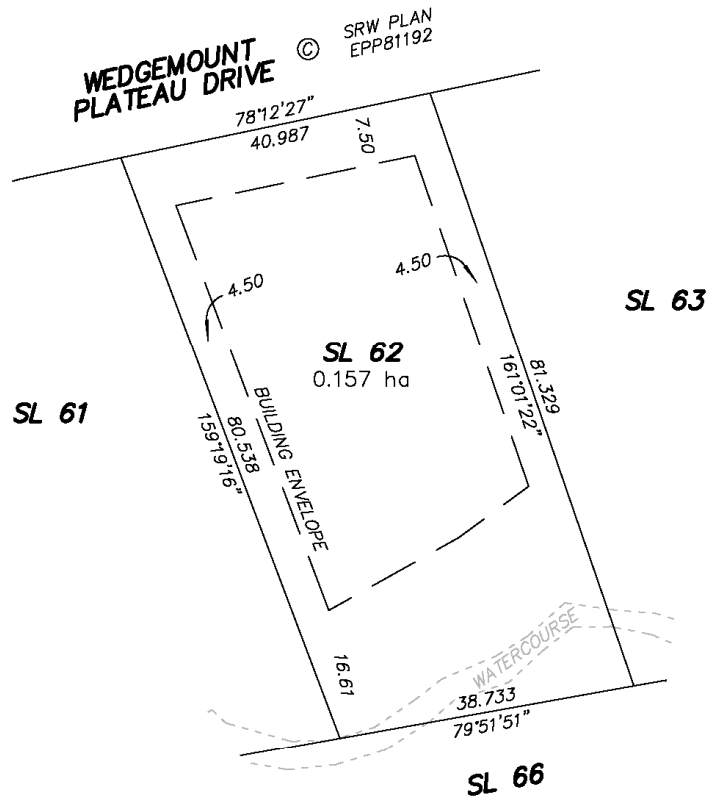
**SKETCH OF STRATA LOT 62  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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

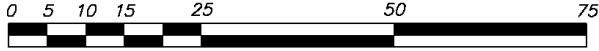


June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B54-SKETCH (SL62)

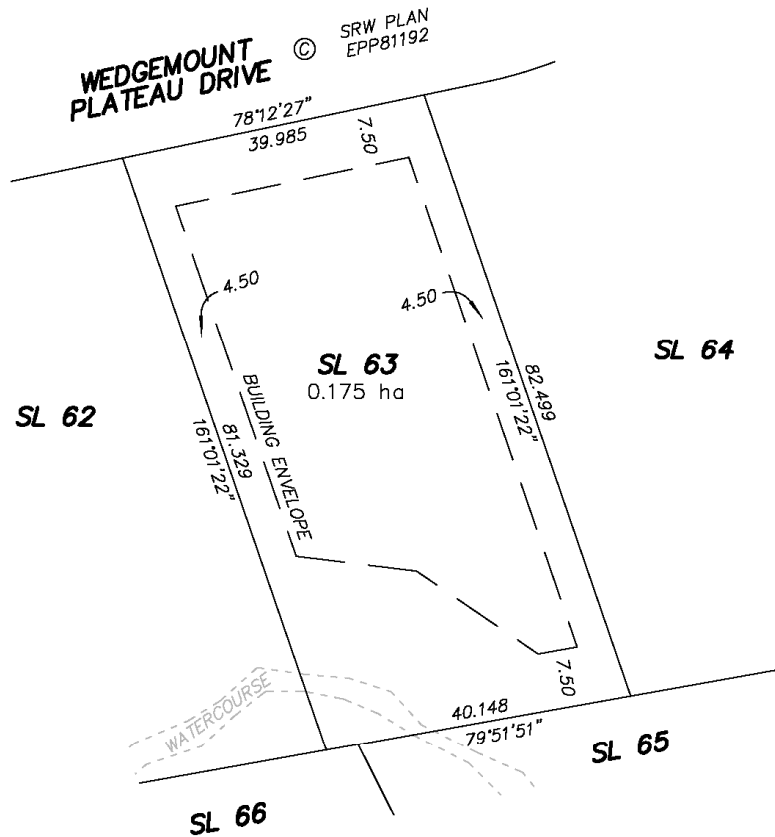
**SKETCH OF STRATA LOT 63  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL63)





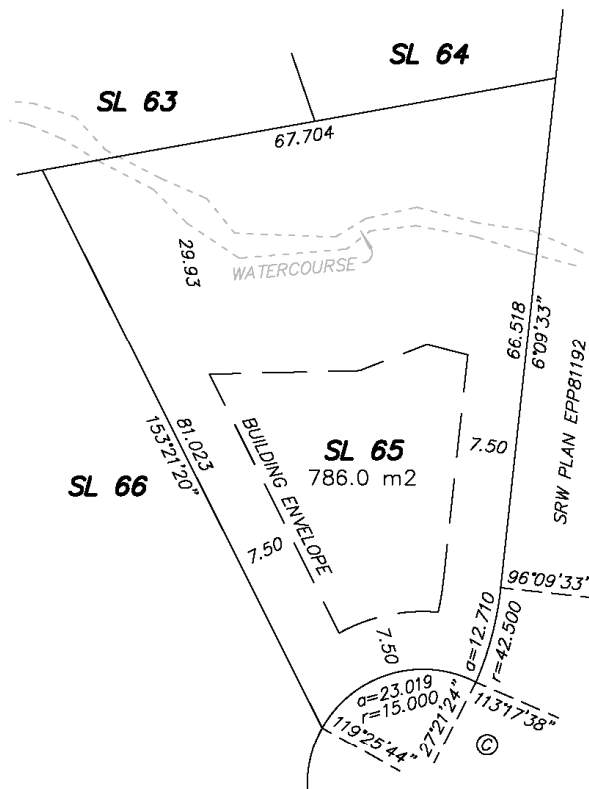
**SKETCH OF STRATA LOT 65  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



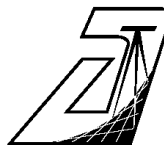
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

- SL DENOTES STRATA LOT
- m<sup>2</sup> DENOTES SQUARE METRES
- © DENOTES COMMON PROPERTY



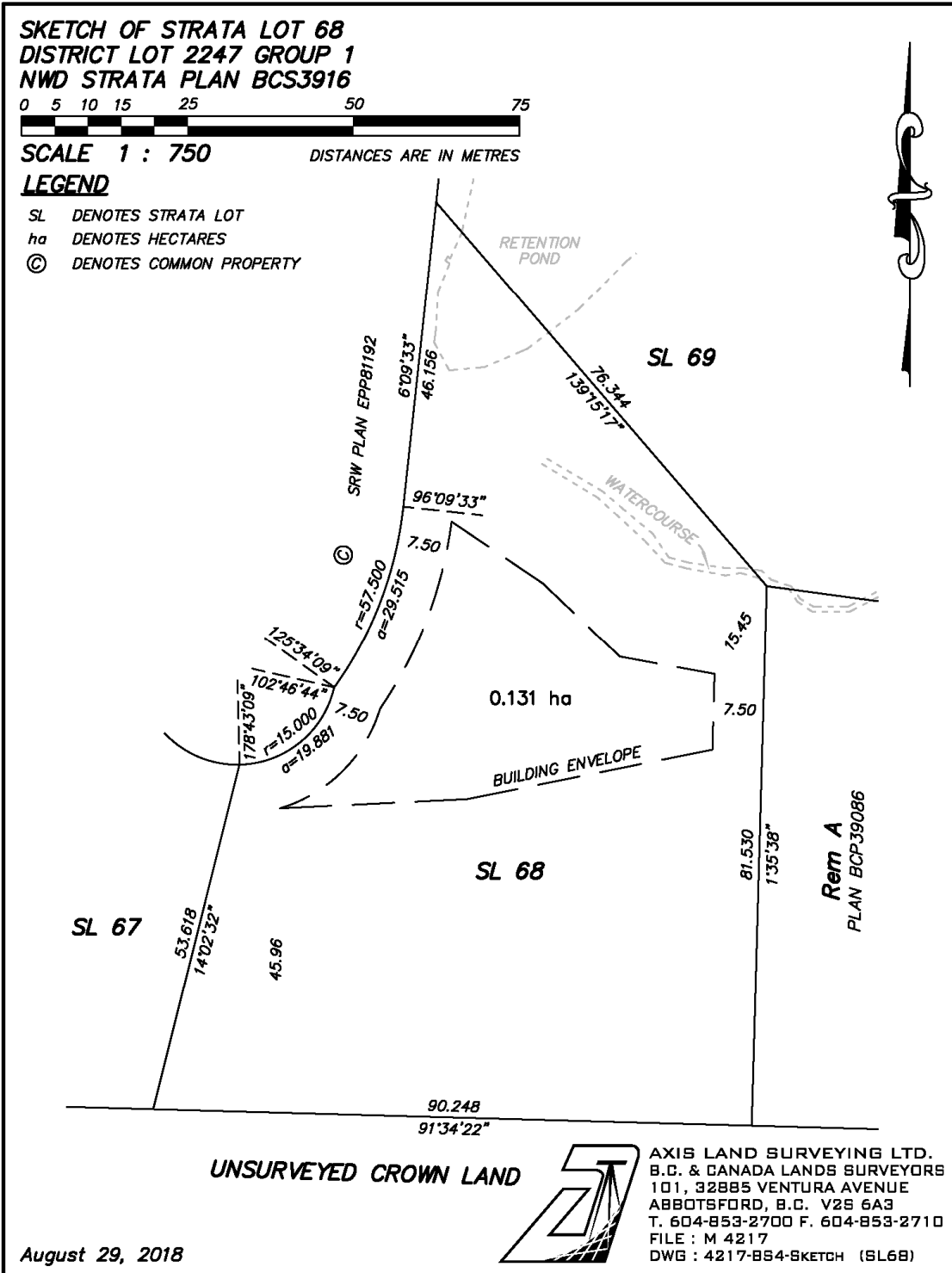
June 25, 2018

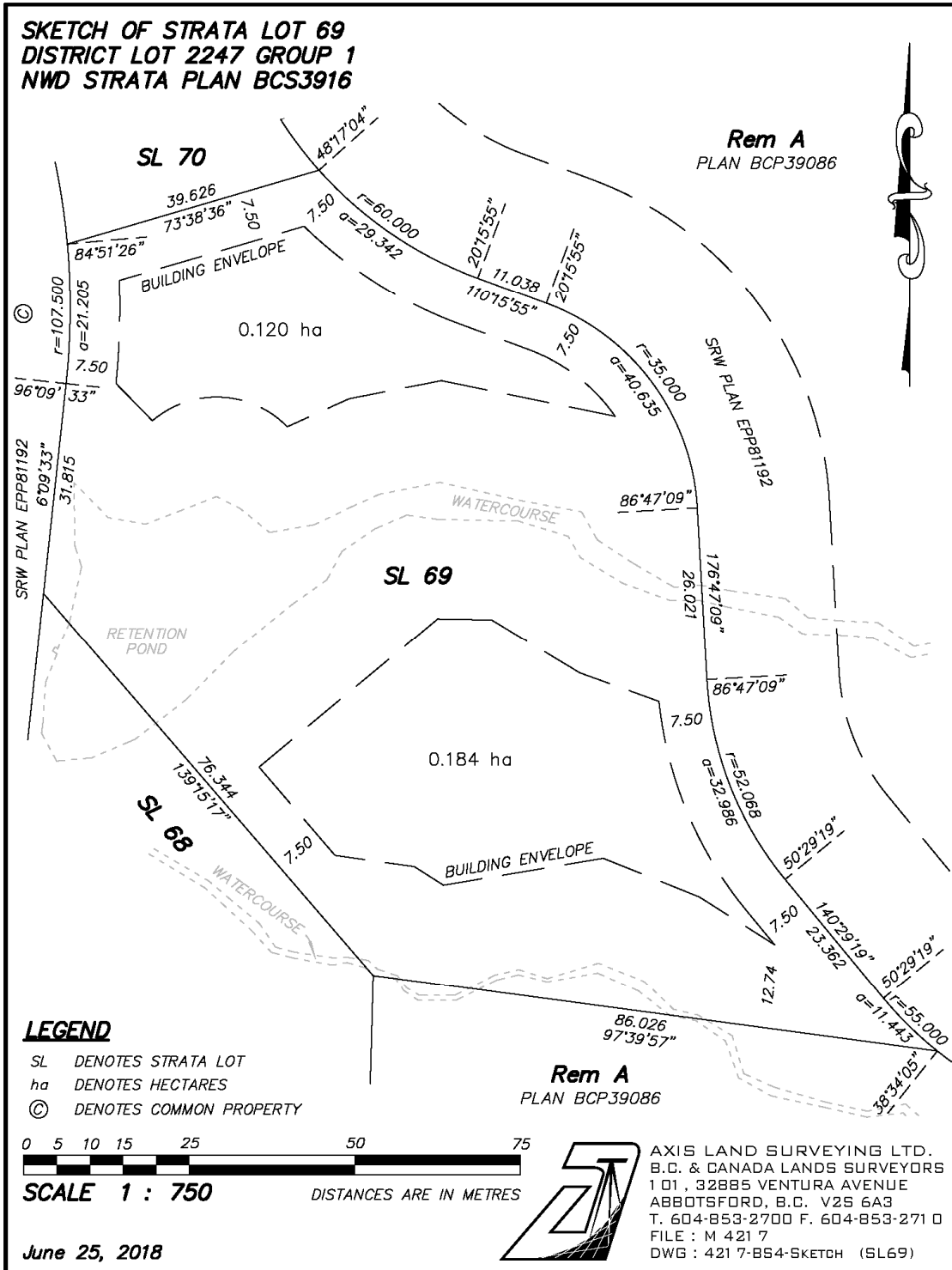


AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL65)











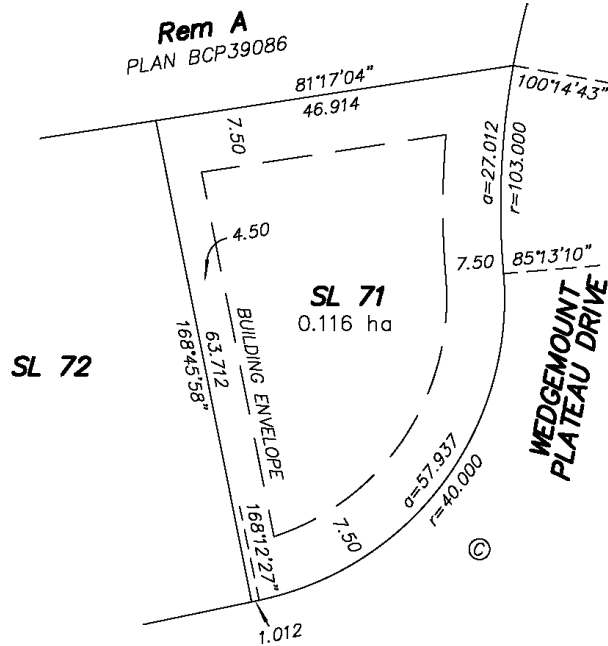
**SKETCH OF STRATA LOT 71  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL71 )



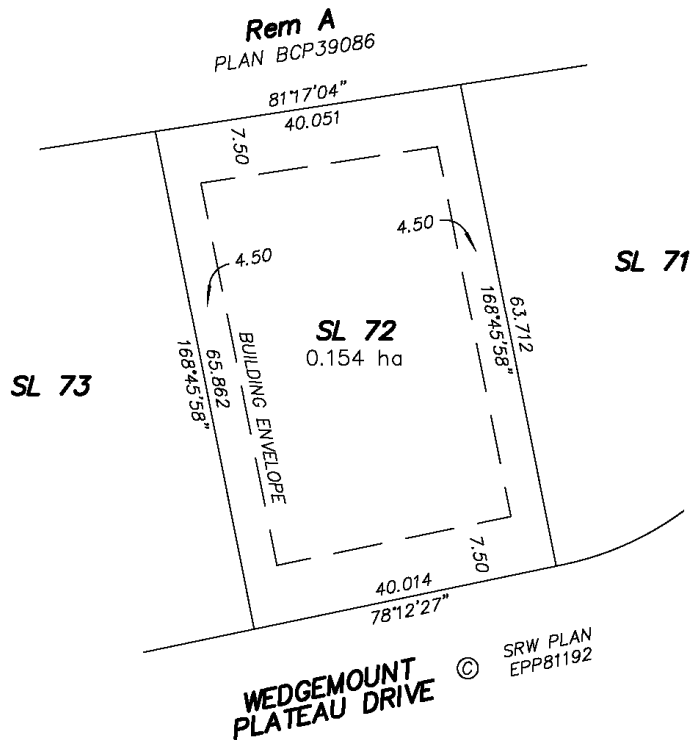
**SKETCH OF STRATA LOT 72  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



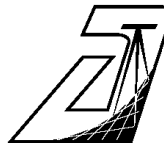
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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

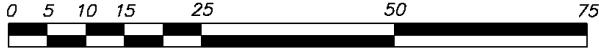


June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL72)

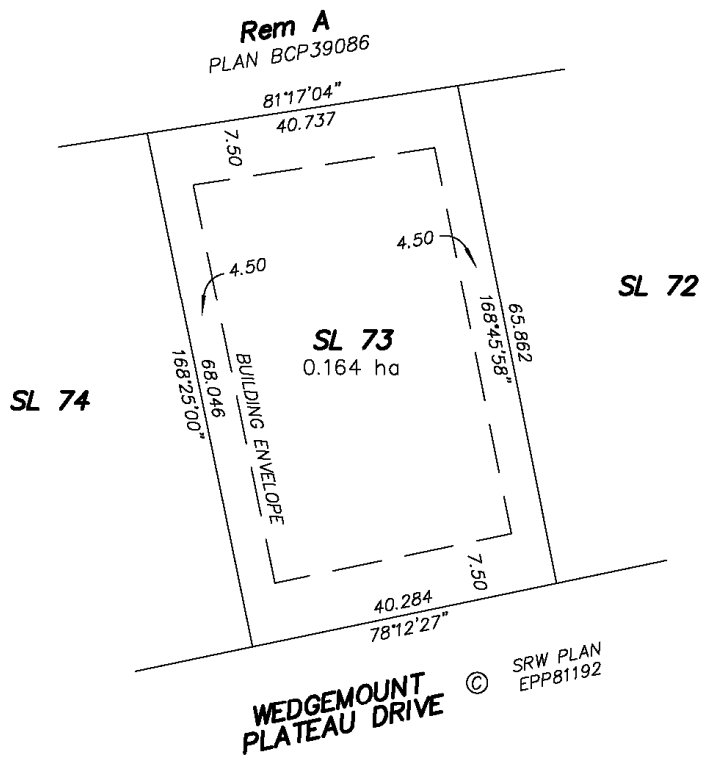
**SKETCH OF STRATA LOT 73  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 25, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL73)

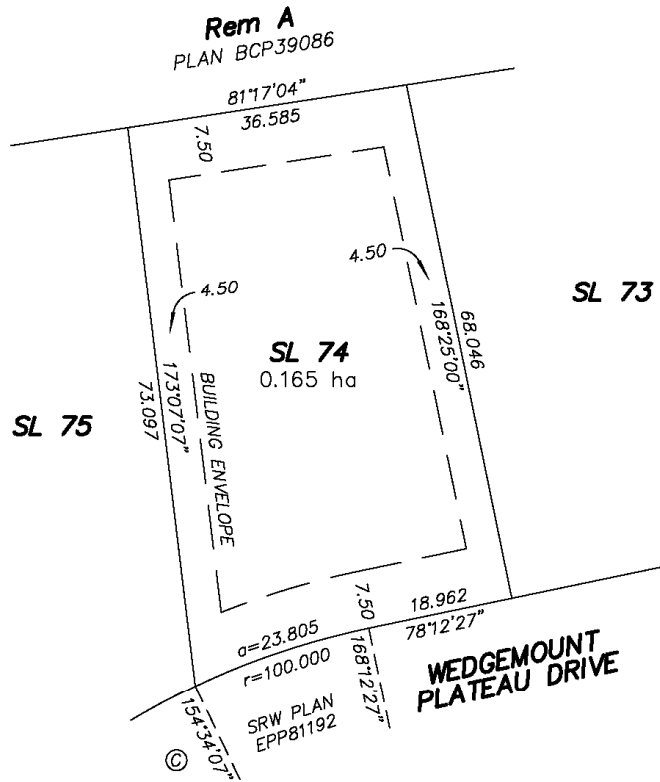
**SKETCH OF STRATA LOT 74  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

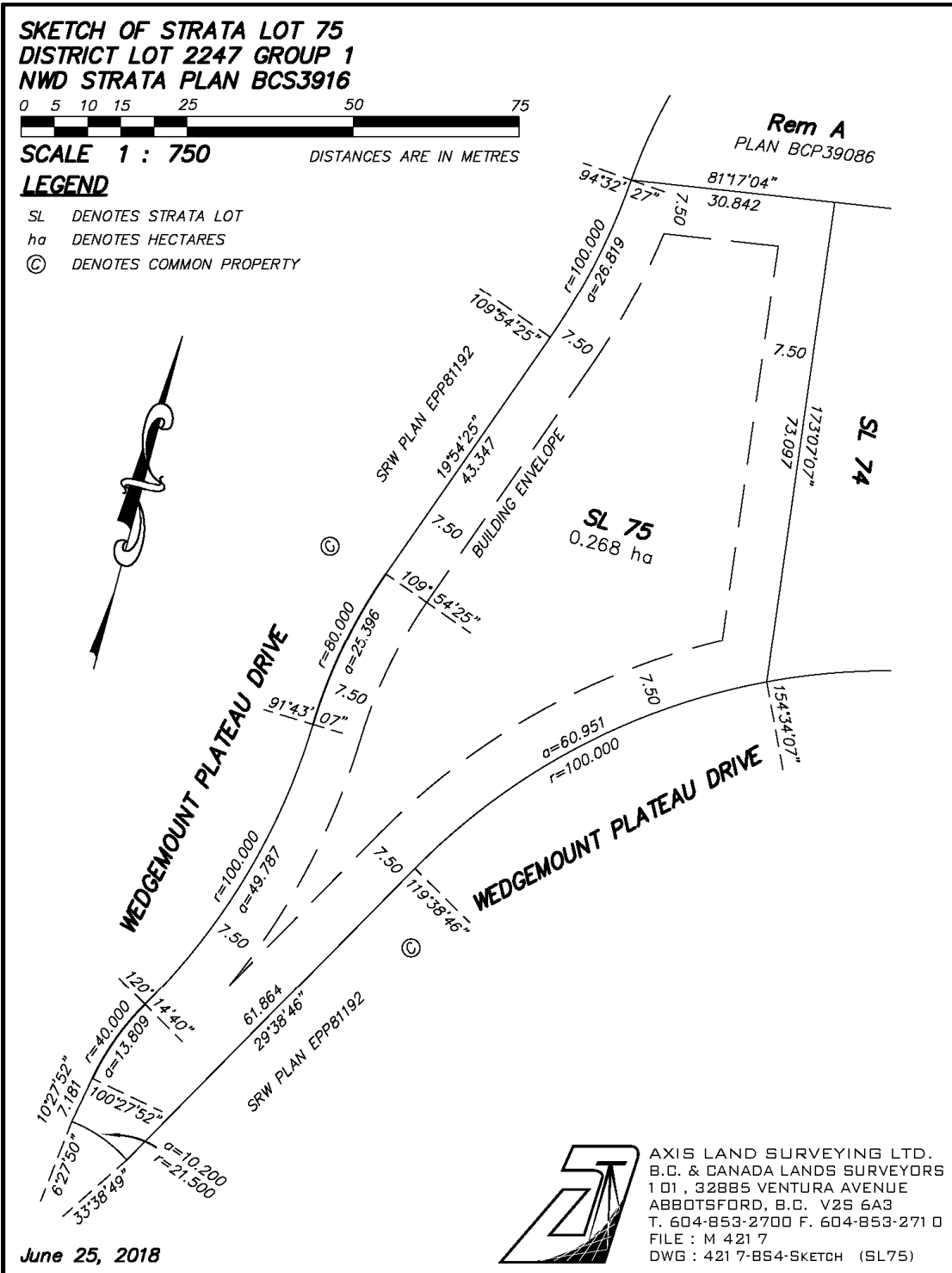
- SL DENOTES STRATA LOT
- ha DENOTES HECTARES
- © DENOTES COMMON PROPERTY



June 25, 2018

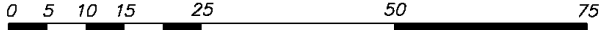


AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-BS4-SKETCH (SL74)





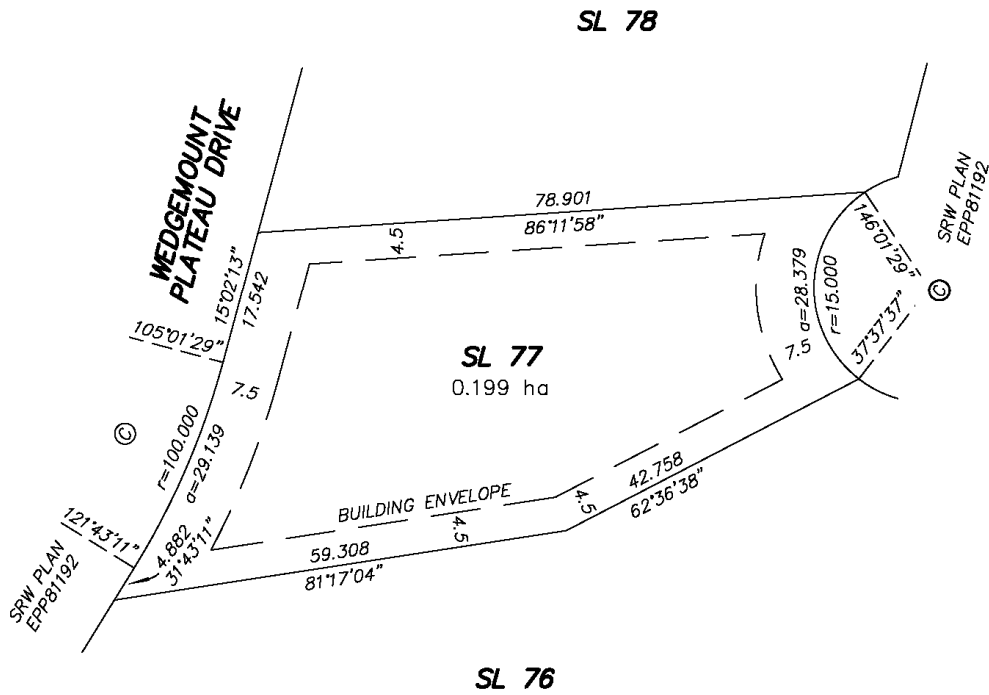
**SKETCH OF STRATA LOT 77  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



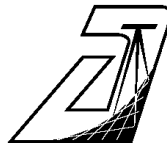
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL77)

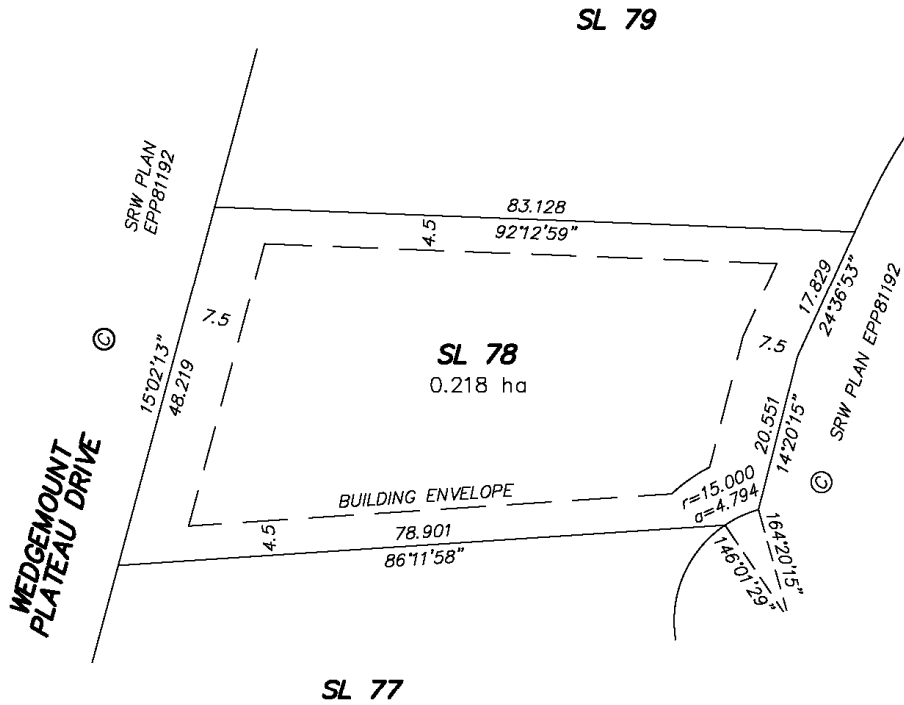
**SKETCH OF STRATA LOT 78  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

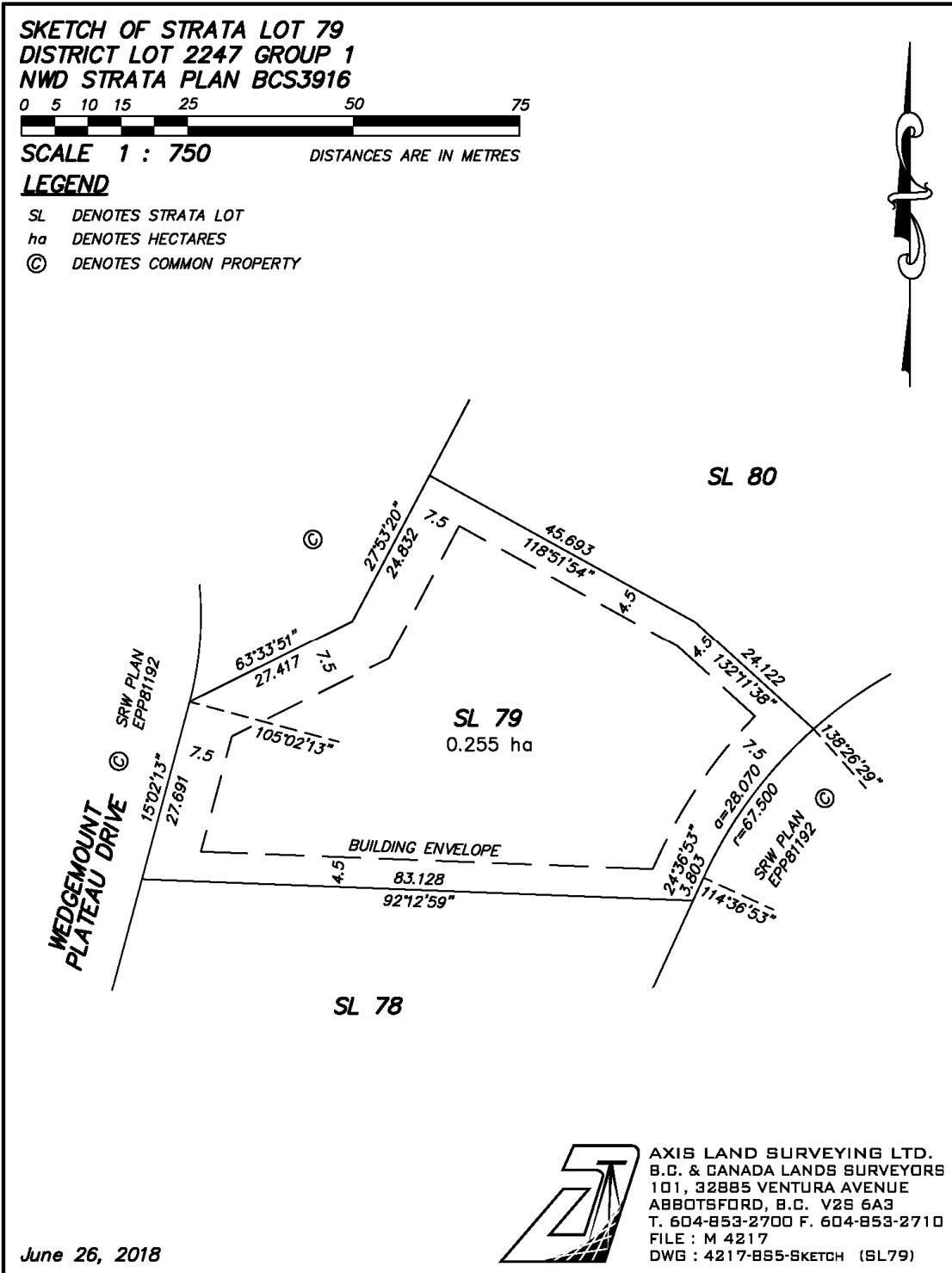
- SL DENOTES STRATA LOT
- ha DENOTES HECTARES
- © DENOTES COMMON PROPERTY



June 26, 2018

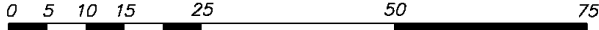


AXIS LAND SURVEYING LTD.  
 B.C. & CANADA LANDS SURVEYORS  
 1 01 , 32885 VENTURA AVENUE  
 ABBOTSFORD, B.C. V2S 6A3  
 T. 604-853-2700 F. 604-853-271 0  
 FILE : M 421 7  
 DWG : 421 7-B55-SKETCH (SL78)





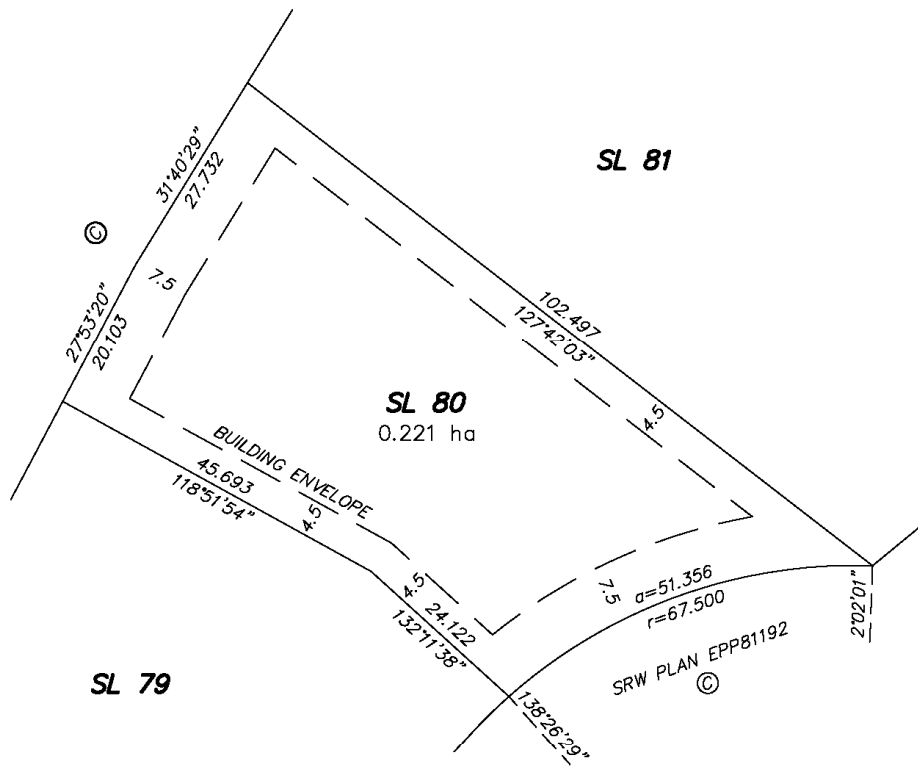
**SKETCH OF STRATA LOT 80  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



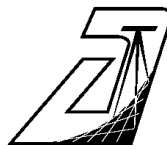
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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

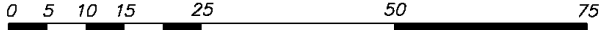


June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL80)

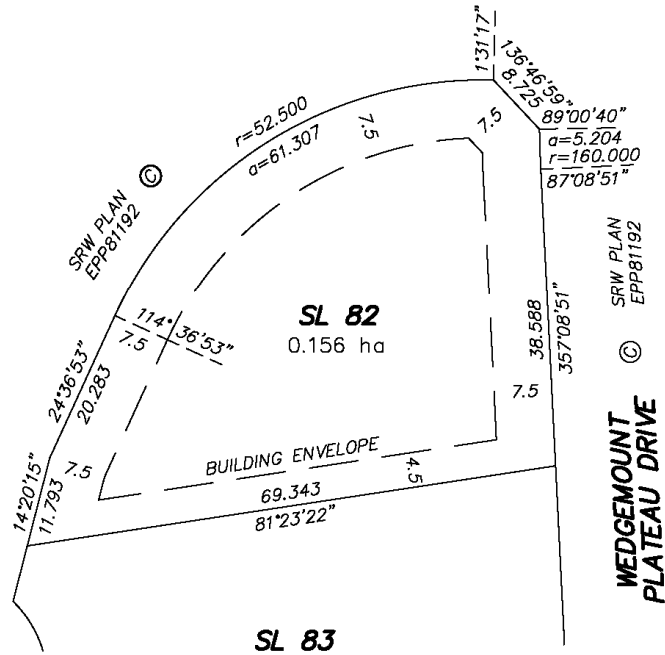
**SKETCH OF STRATA LOT 82  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01, 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL82)

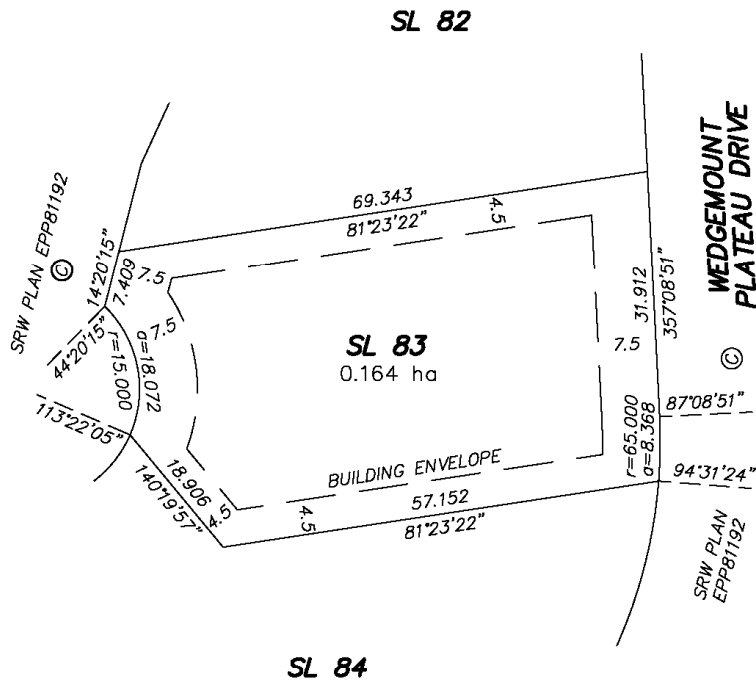
**SKETCH OF STRATA LOT 83  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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

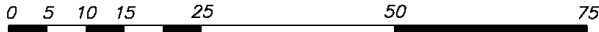


June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL83)

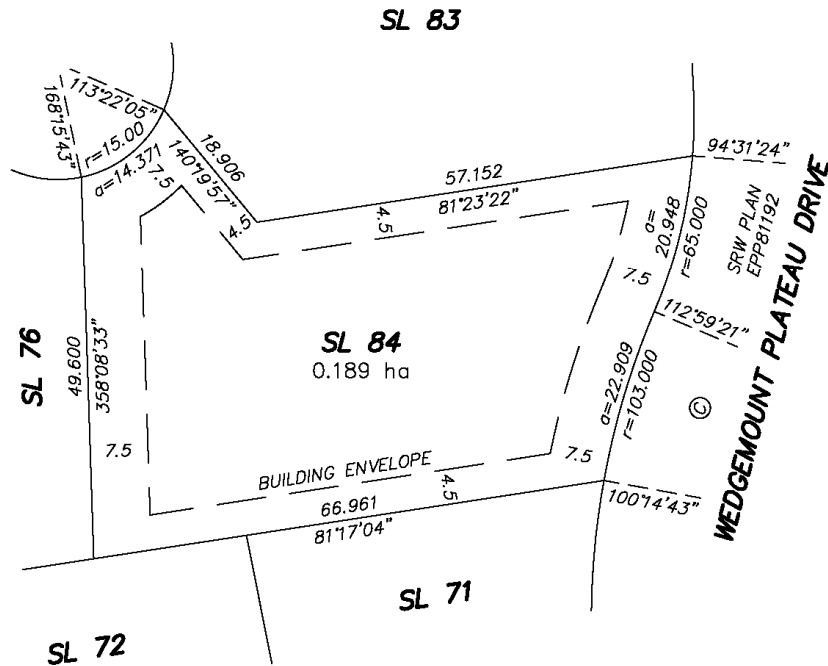
**SKETCH OF STRATA LOT 84  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



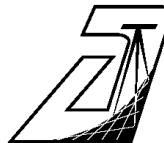
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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

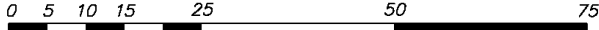


June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL84)

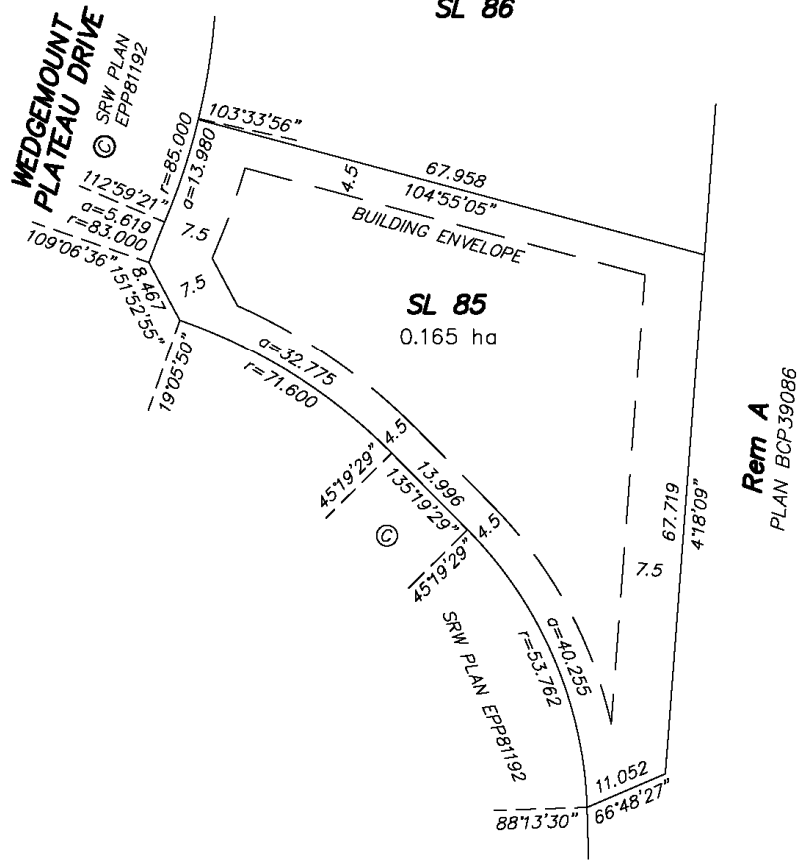
**SKETCH OF STRATA LOT 85  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



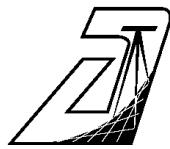
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01, 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL85)

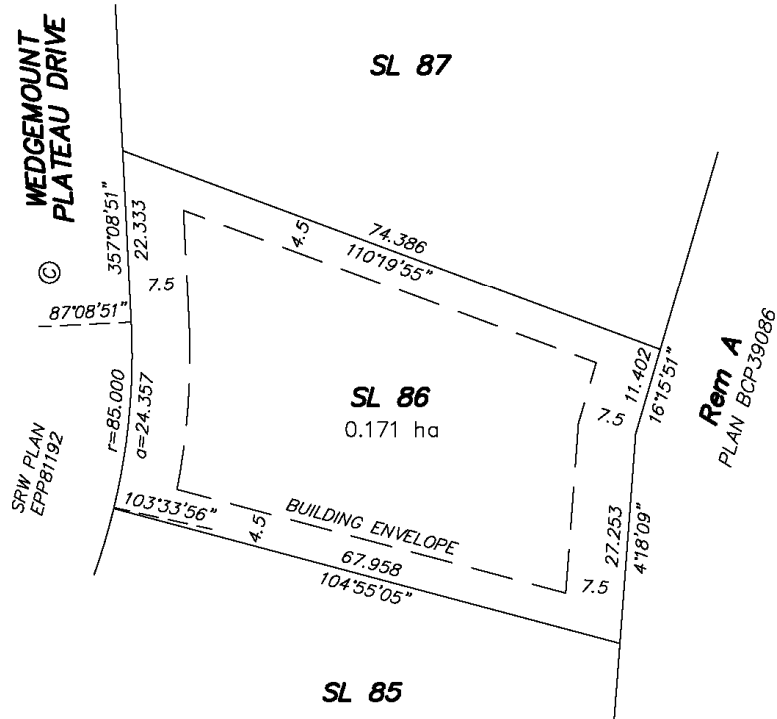
**SKETCH OF STRATA LOT 86  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



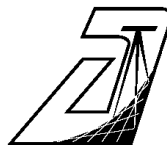
**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL86)

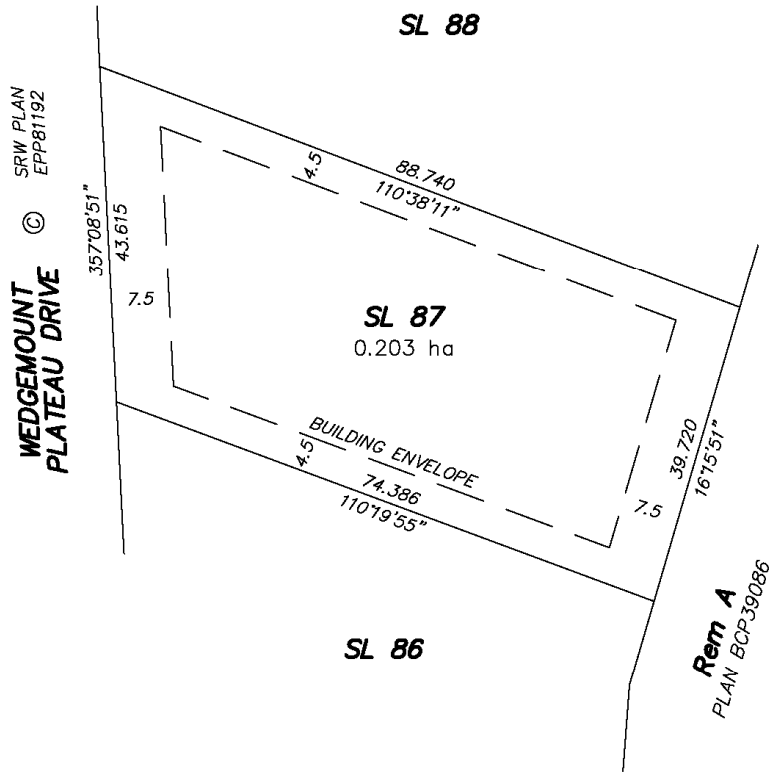
**SKETCH OF STRATA LOT 87  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL87)

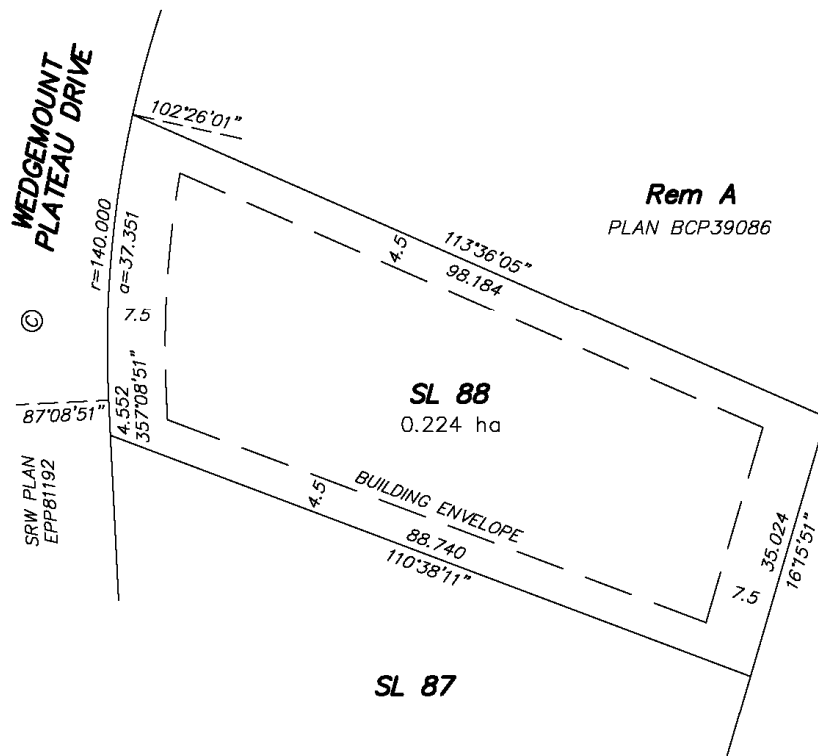
**SKETCH OF STRATA LOT 88  
DISTRICT LOT 2247 GROUP 1  
NWD STRATA PLAN BCS3916**



**SCALE 1 : 750** DISTANCES ARE IN METRES

**LEGEND**

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



SRW PLAN  
EPP81192

June 26, 2018



AXIS LAND SURVEYING LTD.  
B.C. & CANADA LANDS SURVEYORS  
1 01 , 32885 VENTURA AVENUE  
ABBOTSFORD, B.C. V2S 6A3  
T. 604-853-2700 F. 604-853-271 0  
FILE : M 421 7  
DWG : 421 7-B55-SKETCH (SL88)



**EXHIBIT "T"**

**PURCHASE AGREEMENT WEDGE WOODS  
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"	PID: _____ Strata Lot _____ District Lot 2247 Group 1 New Westminster District 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

The Purchaser acknowledges receipt of an electronic copy of the Consolidated  
Disclosure Statement dated October \_\_, 2018(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 \_\_\_\_\_, 2018 and upon  
acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by telecopy.

DATED:	_____, 2018	
WITNESS:	Name _____	PURCHASER
	Address _____	PURCHASER
	witness as to all signatures	

28165 Yukon Inc. and Paradise Investment Trust hereby accept the Purchaser's offer herein and agrees to sell the Property to the Purchaser in accordance with this Contract.

DATED:	_____, 2018	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 or to the Developer's Real Estate Agent as the Vendor may directly, concurrently with the Purchaser's offer herein and/or upon the removal of the Purchaser's Subject Conditions set forth on Schedule "D". The Purchaser acknowledges and agrees that the Vendor's Solicitors may direct the Purchaser's Real Estate Agent to remit any deposit monies it receives to the Vendor's Solicitors. 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")
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. No Lien Holdback. The time for filing a lien under the Builders Lien Act has expired so there will be no lien holdback.
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/GST. The Purchaser will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property, including any goods and services taxes or other similar taxes (collectively "GST") payable, other than the costs of the Vendor incurred in clearing title to the Property of financial encumbrances. If the Purchaser is registered for GST purposes on the Completion Date and provides the Vendor on or before the Completion Date with a certificate as to the Purchaser's GST 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 GST 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. Security Deposit Title to the Strata Lot is subject to a Building Scheme as described in the Disclosure Statement. The Purchaser acknowledges that all construction on the Property must comply with the provisions of the Building Scheme. The Purchaser shall pay to the Approving Officer, as defined in the Building Scheme, a security deposit of \$10,000 (the "Security Deposit") by way of certified cheque, bank draft, or solicitor's/notary trust cheque on the Closing Date or prior to the Purchaser making application to the Squamish Lillooet Regional District for a building permit for the Strata Lot, whichever first occurs.

The Security Deposit shall be held by the Approving Agent to be applied to the costs incurred by the Vendor or the Approving Agent to repair any damage to the common property of the Strata Corporation or to the works which provide utilities to the Strata Lot and/or the Strata Corporation or other strata lots or municipal services (including, roads, curbs, street lights, sewer lines, water lines) and to carry out any clean-up of the common property of the Strata Corporation required as a result of the construction on the Strata Lot. (collectively the "Repairs")

The Security Deposit shall be returned to the Purchaser upon receipt by the Approving Officer of:

- (a) a statutory declaration of the Purchaser that construction on the Strata Lot has been completed, that all such construction complies with the requirements of the Building Scheme and all Repairs have been completed;
- (b) written confirmation from the Strata Corporation that all Repairs, if any, have been completed to its satisfaction.

The Approving Agent may deduct from the Security Deposit, any costs, fees, damages or charges incurred by the Approving Office or the Strata Corporation with respect to the Repairs and/or compliance by the Purchaser with the provisions of the Building Scheme.

Nothing contained in the Building Scheme or this agreement shall be construed or implied as imposing on the Vendor or the Approving Officer any liability in the event of non-compliance with or non-fulfillment of any of the terms, restrictions and benefits set forth in the Building Scheme.

Retention or payment of the Security Deposit by the Approving Agent in accordance with the terms of the Building Scheme or this agreement shall not limit or otherwise affect any remedy, at law or in equity, otherwise available to the Vendor with respect to the Building Scheme. The Purchaser's liability to the Vendor for any breaches of its obligations under the Building Scheme or this agreement shall not be limited to the Security Deposit.

11. 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.

12. 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.

13. 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.
14. 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 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, 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 "U"**

**PURCHASE AGREEMENT WEDGE WOODS  
PHASE 4 OR PHASE 5  
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 Strata Plan BCS3916 (Phase 1, 2 & 3).	

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 Consolidated Disclosure Statement dated October __, 2018 (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 \_\_\_\_\_, 2018 and upon acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by telecopy.

DATED:	_____, 2018		
WITNESS:	Name _____	PURCHASER	
	Address _____	PURCHASER	
	witness as to all signatures		



28165 Yukon Inc. and Paradise Investment Trust hereby accept the Purchaser's offer herein and agrees to sell the Property to the Purchaser in accordance with this Contract.

DATED:	_____, 2018	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 or to the Developer's Real Estate Agent as the Vendor may directly, concurrently with the Purchaser's offer herein and/or upon the removal of the Purchaser's Subject Conditions set forth on Schedule "D". The Purchaser acknowledges and agrees that the Vendor's Solicitors may direct the Purchaser's Real Estate Agent to remit any deposit monies it receives to the Vendor's Solicitors. 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 as follows

- (a) for Strata Lots 52 to 75 between April 1, 2019 and June 30, 2019;
- (b) for Strata Lots 76 to 88 between May 1, 2019 and July 31, 2019;

(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/GST. The Purchaser will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property, including any goods and services taxes or other similar taxes (collectively "GST") payable, other than the costs of the Vendor incurred in clearing title to the Property of financial encumbrances. If the Purchaser is registered for GST purposes on the Completion Date and provides the Vendor on or before the Completion Date with a certificate as to the Purchaser's GST 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 GST 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. Security Deposit Title to the Strata Lot is subject to a Building Scheme as described in the Disclosure Statement. The Purchaser acknowledges that all construction on the Property must comply with the provisions of the Building Scheme.

The Purchaser shall pay to the Approving Officer, as defined in the Building Scheme, a security deposit of \$10,000 (the "Security Deposit") by way of certified cheque, bank draft, or solicitor's/notary trust cheque on the Closing Date or prior to the Purchaser making application to the Squamish Lillooet Regional District for a building permit for the Strata Lot, whichever first occurs.

The Security Deposit shall be held by the Approving Agent to be applied to the costs incurred by the Vendor or the Approving Agent to repair any damage to the common property of the Strata Corporation or to the works which provide utilities to the Strata Lot and/or the Strata Corporation or other strata lots or municipal services (including, roads, curbs, street lights, sewer lines, water lines) and to carry out any clean-up of the common property of the Strata Corporation required as a result of the construction on the Strata Lot. (collectively the "Repairs")

The Security Deposit shall be returned to the Purchaser upon receipt by the Approving Officer of:

- (a) a statutory declaration of the Purchaser that construction on the Strata Lot has been completed, that all such construction complies with the requirements of the Building Scheme and all Repairs have been completed;
- (b) written confirmation from the Strata Corporation that all Repairs, if any, have been completed to its satisfaction.

The Approving Agent may deduct from the Security Deposit, any costs, fees, damages or charges incurred by the Approving Office or the Strata Corporation with respect to the Repairs and/or compliance by the Purchaser with the provisions of the Building Scheme.

Nothing contained in the Building Scheme or this agreement shall be construed or implied as imposing on the Vendor or the Approving Officer any liability in the event of non-compliance with or non-fulfillment of any of the terms, restrictions and benefits set forth in the Building Scheme.

Retention or payment of the Security Deposit by the Approving Agent in accordance with the terms of the Building Scheme or this agreement shall not limit or otherwise affect any remedy, at law or in equity, otherwise available to the Vendor with respect to the Building Scheme. The Purchaser's liability to the Vendor for any breaches of its obligations under the Building Scheme or this agreement shall not be limited to the Security Deposit.

11. 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.

12. 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.

13. 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.
14. 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 "V"***Strata Property Act*

**FORM J**  
**RENTAL DISCLOSURE STATEMENT**  
*(Section 139)*

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

This Rental Disclosure Statement is:

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

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

- The development described above includes 108 residential strata lots.
- The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires*
nil	nil

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

- In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 108 residential strata lots, as described below, until the date set out opposite each strata lot's description.

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

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



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

Date: February \_\_\_\_\_, 2010

**28165 YUKON INC.**

---

Signature of Owner Developer