

REAL ESTATE DEVELOPMENT MARKETING ACT

**DISCLOSURE STATEMENT OF 28165 YUKON INC. AND PARADISE INVESTMENT TRUST
STRATA PLAN BCS3916
BARE LAND STRATA LOTS 70, and 83 STRATA PLAN BCS3916 AND LOT A DISTRICT
LOT 2247 PLAN BCP39086**

July 7 , 2021

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

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 rd 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 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:

<u>Initial</u>

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.....	4
1.1	Incorporation.....	4
1.2	Assets.....	4
1.3	Registered and Records Offices.....	4
1.4	Directors and Officers.....	4
1.5	Background.....	5
1.6	Conflicts of Interest.....	6
2.	GENERAL DESCRIPTION.....	6
2.1	General Description of the Development.....	6
2.2	Permitted Use.....	7
2.3	Building Construction.....	8
2.4	Phasing.....	8
3.	STRATA INFORMATION.....	9
3.1	Unit Entitlement.....	9
3.2	Voting Rights.....	10
3.3	Common Property and Facilities.....	10
3.4	Limited Common Property.....	10
3.5	Bylaws.....	10
3.6	Parking.....	11
3.7	Annual Budget.....	11
3.8	Utilities and Services.....	11
3.9	Strata Management Contracts.....	14
3.10	Insurance.....	14
3.11	Rental Disclosure Statement.....	14
4.	TITLE AND LEGAL MATTERS.....	14
4.1	Legal Description.....	14
4.2	Ownership.....	15
4.3	Existing Encumbrances and Legal Notations.....	15
4.4	Proposed Encumbrances.....	15
4.5	Outstanding or Contingent Litigation or Liabilities.....	15
4.6	Environmental Matters.....	16
5.	CONSTRUCTION AND WARRANTIES.....	16
5.1	Construction Dates.....	16
5.2	Warranties.....	16
6.	APPROVALS AND FINANCES.....	16
6.1	Development Approval.....	16
6.2	Construction Financing.....	16
7.	MISCELLANEOUS.....	16
7.1	Deposits.....	16
7.2	Purchase Agreement.....	16
7.3	Developers' Commitments.....	18
7.4	Other Material Facts.....	18
8.	EXHIBITS.....	19

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 (the “Trustee”) 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 2nd Floor, 333 Waterfront Dr. P.O. Box 3339 Road Town, Tortola British Virgin Islands.

1.3.3 Trustee

Sunny Paradise Trust Holdings Ltd.

Goodman’s Bay Corporate Centre, 3rd Floor, West Bay Street and Sea View Drive, Nassau, The Bahamas.

1.3.4 Corporate Directors of the Trustee

Goodman’s Bay Corporate Centre, 3rd 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 Tamika Deal-Babb, 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 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 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 before or after the filing of the Phase 6 Preliminary Strata Plan request all consents and approvals required to subdivide any existing strata lot in the Strata Corporation into one or more strata lots and may after filing the Phase 6 Preliminary Strata Plan, as hereinafter defined, request all consents and approvals required to subdivide one or more of the Phase 6 Strata Lots into one or more strata lots as described in Section 7.4.

The Developer is negotiating agreements with the Utility and/or Strata Corporation, both as hereinafter defined, whereby utilities for the provision of water and the disposal of waste water will be transferred to the Strata Corporation who will agree that water and waste water services will be provided to any strata lot which is created by way of one or more subdivisions of the strata lots in the Strata Corporation. Particulars of these contracts are described in Section 3.8 and 7.4.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

This Disclosure Statement relates to:

- (c) Strata Lot 70 District Lot 79 Group 1 New Westminster District Strata Plan BCS3916 (the "Phase 4 Strata Lot");
- (d) Strata Lot 83 District Lot 79 Group 1 New Westminster District Strata Plan BCS3916 (the "Phase 5 Strata Lot"); and;
- (f) the proposed strata lots 89 to 108 (collectively the "Phase 6 Strata Lots")

The Phase 4 Strata Lot and the Phase 5 Strata Lot are collectively the “Existing Strata Lots”, the Existing Strata Lots and the Phase 6 Strata Lots are collectively the “Strata Lots” and individually a “Strata Lot”.

The Strata Lots are comprised of strata lots located in Phases, 4, 5 and 6 of a proposed six phase development, which if all six phases proceed, will comprise a total of 108 bare land strata lots.

The Phase 6 Strata Lots 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, 4 and 5) (the “Lands”).

A copy of the Strata Plans for the Existing Strata Lots is attached as Exhibit “A” (the “Filed Strata Plan”).

A copy of the Preliminary Strata Plan for the Phase 6 Strata Lots (the “Preliminary Phase 6 Strata Plan”) is 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.

Zoning Bylaw Amendment No 1679-2020 has been introduced by the SLRD and if amended the CD1 Zone (Wedge/Woods Estates) will include provision for up to two auxiliary dwelling units (one within a single family dwelling and one within a carriage house). The property owner will be required to register a Section 219 Covenant against title to the property at the Land Title Office which will specify that the units may not be used for short term or vacation rentals and if there are two units then one must be rented to a person who is currently employed within the geographic area of the Squamish-Lillooet Regional District.

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.

Copies of the Zoning Bylaw 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 Declarations of Statutory Building Scheme in the Land Title Office. The provisions of the Declarations of Building Scheme and the proposed amendment is described in Section 4.3.

Prior to commencement of construction the Purchaser must obtain a Development Permit as the Strata Lots will be within Development Permit Area 4 established or to be established by the District for the protection of development from hazardous conditions. Development Permits issued for Strata Lots must comply with the requirements set out in Section 17.27 of the Regional District requirements.

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	Completed
Phase 5	Completed
Phase 6	June 2023

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

If the Developers elect not to proceed with Phase 6:

- (a) the remainder of the Lands included within any the 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 the Existing Strata Lots filed in the Land Title Office are attached as Exhibit "D". The proposed Form V Schedule of Unit Entitlement for the Phase 6 Strata Lots is attached as Exhibit "D1".

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 for the Existing Strata Lots is attached as Exhibit "E" and proposed Form W for the Phase 6 Strata Lots is attached as Exhibit "E1".

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, Phase 4, Phase 5 or Phase 6. The common facilities in Phase 3 are a tennis court, an 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.

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 6.

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 "F".

The filed amendments to the Standard Bylaws include provisions:

- (I) Dealing with 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;
- (II) An owner must pay the full amount of the strata fees as set out in the annual budget within 30 days of notification from the strata corporation and must pay strata fees on or before the first day of the month to which the strata fees relate;
- (III) levying an interest charge on outstanding strata fees at the rate of 10% per annum, compounded annually;
- (IV) establishing fines of \$200 for breach of a bylaw and \$50 for contravention of a rule;
- (V) require payment of a security deposit of \$10,000 prior to commencement of construction of a house on a strata lot, unless such security deposit has been paid to the Approving Agent under the Building Scheme;
- (VI) Strata Corporation may do pre and post construction inspections of common property. The fee payable by an owner will be \$600;
- (VII) Prohibiting burning of building materials, garbage or other refuse on site, except clean wood during a low fire rating period.
- (VIII) prohibiting parking on any portion of the common property which has not been designated for such use by the strata council; and

- (IX) 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;
- (X) if the council, on reasonable grounds, considers a pet to be a nuisance, the council may require the pet to be removed.

Currently with the transfer of the Water System and the Sewage System described in Sections 4 B and D. The Strata Corporation may adopt a bylaw which will impose User Fees for the costs attributable to the fees and expenses attributable to those systems.

3.6 Parking

No portions of the common property of the Strata Corporation, except as described, herein have been designated by the Developers for parking and no portions will be designated in Phase 6. All parking in Phases 1 to 6 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 "G" and a copy of the proposed budget for Phase 6 as Exhibit "G1". The budgets attached as Exhibits "G" and "G1" 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 Existing 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. ("Wedgewoods") 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 6 Strata Lots.

The Strata Lots will be subject to a rent charge charging title to each Existing 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 "H" for the Existing Strata Lots and Exhibit H1 for the Phase 6 Strata Lots.

The current tariff for water is \$115.00 per month.

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

The Wedgewoods and/or 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.

After the Strata Plan for Phase 6 is registered in the Land Title Office, on the date which will be negotiated with the Strata Council of the Strata Corporation pursuant to an agreement to be negotiated between the Developers, Wedgewoods and the Strata Corporation and with the consent of the Comptroller to such transfer the Water System and the CPCN will be transferred to the Strata Corporation if necessary. The transfer agreement may provide for a sale of the assets comprising the Water System.

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 Wedgewoods permitting maintenance and operation of the Water System.

Wedgewoods 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 Existing Strata Lots is attached as Exhibit I and for the Phase 6 Strata Lots as Exhibit I1. In addition to the Rent Charges Wedgewoods has established 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 by Wedgewoods concurrently with the transfer of the Water System by way of a transfer of the assets comprising the Sewer System pursuant to an agreement to be negotiated between the Developers, Wedgewoods and the Strata Corporation.

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.

The current fee for each Strata Lot for the Sewage System is \$1250 annually, paid quarterly.

(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. The Water System includes fire hydrants located throughout the Development. The fire hydrants are maintained by the Utility Company. The Strata Corporation has entered into an agreement with the Squamish Lillooet Regional District for fires services to be provided by the Resort Municipality of Whistler. The fees charged by the Resort Municipality of Whistler are included in the property tax bill for each Strata Lot.

(G) Telephone:

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

(H) Access:

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

(l) 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 retained Whistler Resort Management as its strata 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 \$5,000,000; 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 "N".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

Exhibit "J" sets out the full legal descriptions for the Existing Strata Lots and the Lands and the anticipated legal descriptions for the Phase 6 Strata Lots.

4.2 Ownership

Yukon is the registered owner of the Existing 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 Existing 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 Existing Strata Lots are set out on Exhibit "J".

4.4 Proposed Encumbrances

The Proposed Encumbrances to be registered against title the Phase 6 Strata Lots are:

- (a) A rent charge with respect to the provision of water, substantially in the form attached as Exhibit "H1";
- (b) A rent charge with respect to the Sewer System, substantially in the form attached as Exhibit "I1". The rent charge secures payment of the availability fee and the unexpected costs as described in the Rent Charge;
- (c) 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 on Exhibit J with an addendum to the geotechnical report with respect to Strata Lots 89, 101, 103, 104, 105, 106, 107 and 108 revising the geotechnical areas;
- (d) Declaration of Building Scheme, substantially in the form attached as Exhibit "K1";
- (e) A Section 219 Covenant in favour of the District which will replace the Development Covenant currently registered against title to the Lands under number CA6716556. The new Section 219 Covenant will not require compliance with FireSmart Guidelines;
- (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 6 Strata Lots 89 to 107 are shown on the plans attached as Exhibit "L". The Building Envelopes for Strata Lot 108 will be determined in the future with the approval of the District and the Minister of Transportation; and
- (g) Statutory Rights of Way charging Strata Lots 93 and 94 in favour of Wedgewoods for the installation and maintenance of works for the provision of water and waste water treatment systems. The location of the right of way is shown on the plan attached as Exhibit "O".

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 Existing Strata Lots have been completed.

Installation of the services and utilities for the Phase 6 Strata Lots will be completed between June 30, 2021 and September 30, 2021.

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 Existing 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 the Phase 6 Strata Lots 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 Phase 6 Strata Lots.

7. MISCELLANEOUS

7.1 Deposits

A deposit received from a purchaser with respect to a Phase 6 Strata Lot will be held by the Developers' lawyer Miller Thomson LLP or by the Developers real estate agent in a trust account in the manner required by the *Real Estate Development Marketing Act*, until the Strata Plan is deposited in the Land Title Office and an instrument evidencing the interest of the purchaser has been submitted for registration in the Land Title Office.

7.2 Purchase Agreement

The Developers intend to negotiate with a purchase the terms of a purchase agreement for the Existing Strata Lots and use the form of Purchase Agreement attached as Exhibit "M" for the sale of the Phase 6 Strata Lots (the "Purchase Agreement No. 1").

The purchase agreement for the Existing Strata Lots will be based on Purchase Agreement No 1 but will have a fixed completion date and no outside completion date. As required by the Superintendent of Real Estate, certain provisions in Purchase Agreement No. 1 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 the executed agreement will prevail. All goods and services tax payable with respect to the purchase and sale of a Phase 6 Strata Lot will be for the account of the Purchaser.

(a) Termination Provisions.

Under section 2 of Schedule "A" of Purchase Agreement No. 1 if the Completion Date (as defined therein) for the Phase 6 Strata Lots has not occurred by the specified outside completion date (the "Outside Completion Date"), the Purchase Agreement will be terminated unless the Purchase Agreement No. 1 is extended by agreement or as provided in Purchase Agreement No. 1.

(b) Extension Provisions.

Section 2 of Schedule "A" to Purchase Agreement No. 1 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. 1 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. 1 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. 1, 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. Subdivision of Phase 6 Strata Lots

Prior to the transfer of the Water and Sewage System to the Strata Corporation the Developers intend to enter into an agreement with Wedgewoods for the provision of services to any existing strata lot in the Strata Corporation or any Phase 6 Strata Lot. The agreement will entitle Wedgewoods to charge separate fees for water and waste disposal to each additional strata lot created by such a subdivision and require payment of the same fees as are payable by another

Strata Lot an the registration of rent charges on similar terms and conditions as those charging the Strata Lots.

Exhibits

The exhibits attached to this Disclosure Statement are as follows:

Exhibit "A"	Filed Strata Plans Existing Strata Lots
Exhibit "B"	Preliminary Strata Plan Phase 6
Exhibit "C"	Filed Form P Phasing Declaration and Amendments
Exhibit "D"	Filed Form V Unit Entitlement Phase 4 Strata Lot and Phase 5 Strata Lot
Exhibit "D1"	Proposed Form V Unit Entitlement for Phase 6 Strata Lots
Exhibit "E"	Filed Form W Voting Rights Existing Strata Lots
Exhibit "E1"	Proposed Form W Voting Rights Phase 6 Strata Lots
Exhibit "F"	Filed Strata Corporation Bylaws
Exhibit "G"	Strata Corporation Budget
Exhibit "G1"	Proposed Phase 6 Initial Budget
Exhibit "H"	Filed Rent Charge, Water Existing Strata Lots
Exhibit "H1"	Rent Charge Water for Phase 6 Strata Lots
Exhibit "I"	Filed Rent Charge Sewer for Existing Strata Lots
Exhibit "I1"	Rent Charge Sewer Phase 6 Strata Lots
Exhibit "J"	Legal Description and registered legal notations, charges and encumbrances
Exhibit "K"	Filed Building Schemes Existing Strata Lots
Exhibit "K1"	Building Scheme for Phase 6 Strata Lots
Exhibit "L"	Sketch Plan for Building Envelopes for Phase 6 Strata Lots
Exhibit "M"	Purchase Agreement No 1
Exhibit "N"	Rental Disclosure Statement
Exhibit "O"	Statutory Right of Way Charging Strata Lots 93 and 94

Deemed Reliance

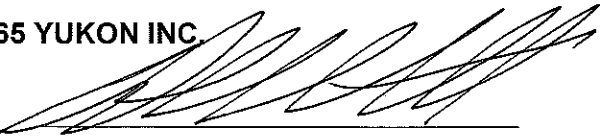
Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Consolidated Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Consolidated Disclosure Statement, if any, and any 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 July 7, 2021.

28165 YUKON INC.

Per:



Authorized Signatory

DIRECTOR OF 28165 YUKON INC.



David Ehrhardt

SUNNY PARADISE HOLDINGS INC.

Per:  

Authorized Signatory

DIRECTOR(S) OF SUNNY PARADISE HOLDINGS INC.

FORNACIS LTD.

Per: 

Authorized Signatory

Per: 

Authorized Signatory

GEMINORUM LTD.


Per: 

Authorized Signatory

Per: 

Authorized Signatory

DIRECTORS OF FORNACIS LTD.



Ian Atkins



Lynn Kelly

DIRECTORS OF GEMINORUM LTD.

Lynn Kelly 

Ian Atkins 

EXHIBIT "A"
Filed Strata Plans Existing Strata Lots

[see attached]

NEW WESTMINSTER LAND TITLE OFFICE

Mar-07-2019 16:34:48.002

CAS7383956

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0689

PAGE 1 OF 3 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you
(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and
(b) certify the matters set out in section 168.73 (4) of the Land Title Act,
Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Darryl Mitchell YH3VKR	c=CA, cn=Darryl Mitchell
	YH3VKR, o=BC Land Surveyor,
	ou=Verify ID at
	www.juricert.com/LKUP.cfm?
	id=YH3VKR
	2018.10.30 10:19:37 -07'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

Darryl Mitchell
202 - 33711 Laurel Street

604-853-2700
File: M4217-BS4
dmitchell@axisls.com

Abbotsford BC V2S 1X3

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **154-091-9977**

Plan Number: **BCS3916**

LTO Document Reference: **CA7383956**

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2018	January	17	(YYYY/Month/DD)	The checklist was filed under ECR#:	
The plan was completed and checked on:	2018	October	28	(YYYY/Month/DD)		217997

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway

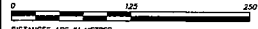
Remainder Parcel (Airspace)

4. ALTERATION:

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 92.1.016



DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 854mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:5000

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 ACHIEVED ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WHISTLER ACTIVE CONTROL MOVEMENT CCM No. 897518

THIS PLAN SHOWS HORIZONTAL GRID-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED TO CORRECTED DISTANCES MEASURED AT GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTED FACTOR OF 0.9995008. THE CORRECTED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 657.1 METRES

BEARINGS TO BEARING TREES ARE MAGNETIC

LEGEND

FOUND PLACED

- DENOTES STANDARD IRON POST
- DENOTES LEAD PLUG
- ⊙ DENOTES STANDARD CONCRETE POST
- ⊗ DENOTES STANDARD ROCK POST
- W DENOTES WITNESS
- N DENOTES NECTARES
- (C) DENOTES CALCULATED
- (R) DENOTES RADIAL
- SL DENOTES STRATA LOT
- ⊕ DENOTES COMMON PROPERTY



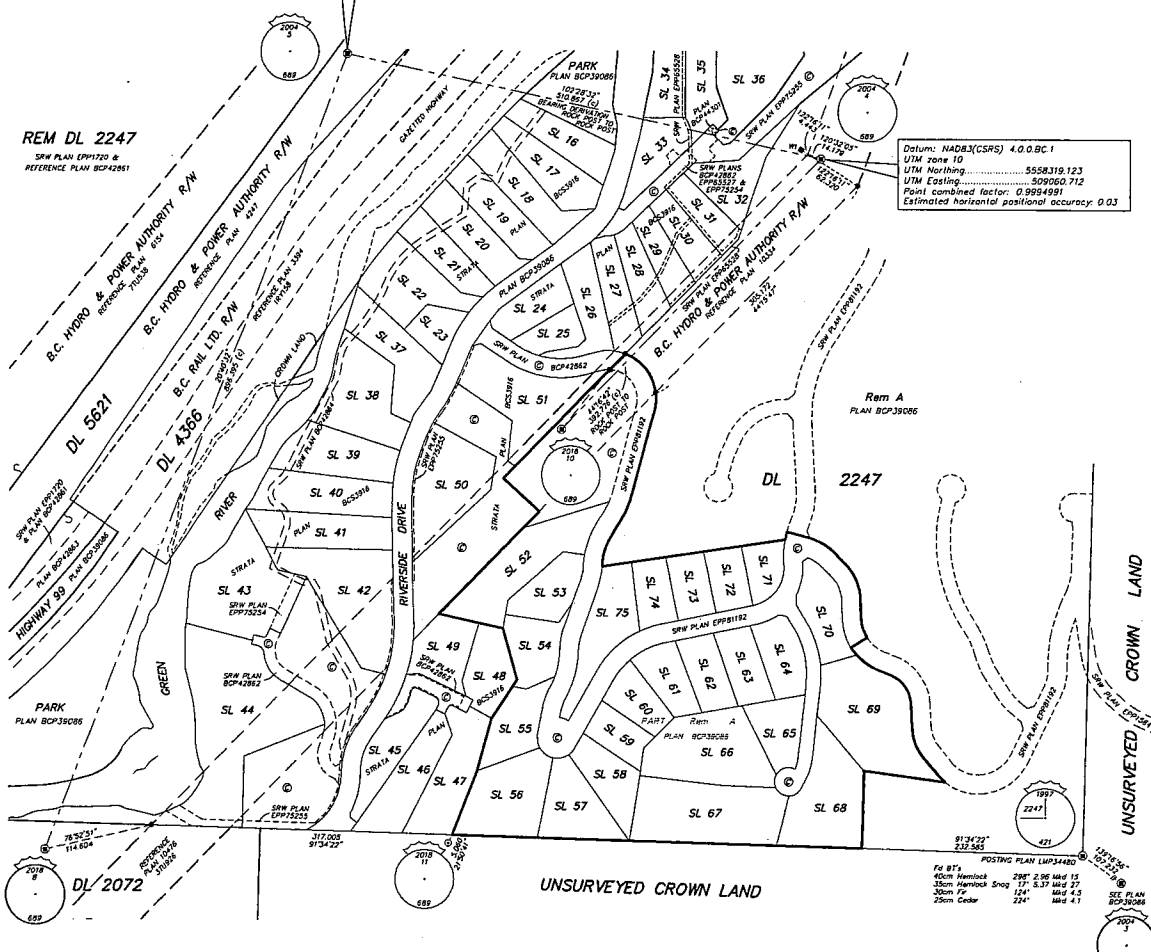
NAME OF DEVELOPMENT
WEDGE WOODS WHISTLER

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

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: 508562.157
 Point combined factor: 0.9995008
 Estimated horizontal positional accuracy 0.03

Datum: NAD83(CRS) 4.0.0 BC.1
 UTM zone 10
 UTM Northing: 5558319.123
 UTM Easting: 509060.712
 Point combined factor: 0.9994991
 Estimated horizontal positional accuracy 0.03



KEY PLAN

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE NOT FILE 2016-0312

THIS PLAN IS PHASE 4 OF A 6 PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT (SPPA) WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE NOT FILE 2016-0312

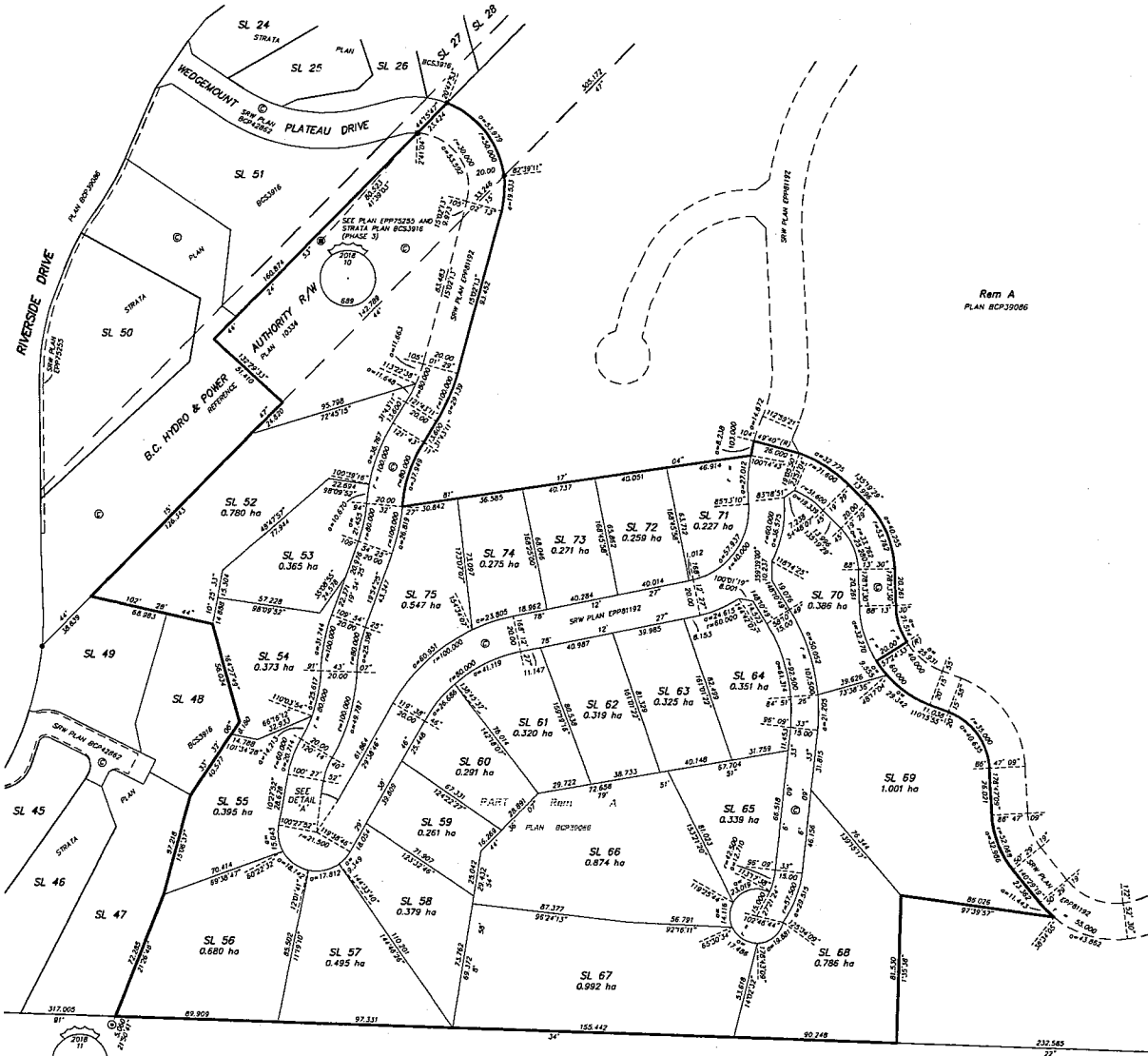
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 17th DAY OF JANUARY, 2016. DARRYL J. MITCHELL, BCLS 689

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT



STRATA PLAN BCS3916 PHASE 4

0 25 50 75 100 125
DISTANCES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 340mm IN WIDTH BY 664mm
IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1250



Rem A
PLAN BCP39066

UNSURVEYED CROWN LAND



NEW WESTMINSTER LAND TITLE OFFICE

Apr-30-2019 12:25:37.002

CAS7473242

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0689

PAGE 1 OF 3 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Darryl Mitchell
YH3VKR

c=CA, cn=Darryl Mitchell
YH3VKR, o=BC Land Surveyor,
ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=YH3VKR
2018.12.20 08:43:56 -08'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

Darryl Mitchell

202 - 33711 Laurel Street

Abbotsford

BC V2S 1X3

604-853-2700

File: M4217-BS5

dmitchell@axisls.com

 Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **154-532-4236**Plan Number: **BCS3916**LTO Document Reference: **CA7473242**

3. CERTIFICATION:

 Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2018 January 17 (YYYY/Month/DD) The checklist was filed under ECR#: 219969
The plan was completed and checked on: 2018 December 16 (YYYY/Month/DD)

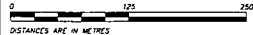
 None Strata Form S

 None Strata Form U1 Strata Form U1/U2
Arterial Highway Remainder Parcel (Airspace) 4. ALTERATION:

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

BCGS 92L016



DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 550m IN WIDTH BY 654m 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 ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WHISTLER ACTIVE CONTROL MONUMENT CGM NO. 932516

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999991. THE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 652.1 METRES

BEARINGS TO BEARING TREES ARE MAGNETIC

LEGEND

- DENOTES STANDARD IRON POST
- DENOTES LEAD PLUG
- ⊙ DENOTES STANDARD CONCRETE POST
- ⊗ DENOTES STANDARD ROCK POST
- ⋄ DENOTES WITNESS
- no DENOTES HECTAIRE
- (c) DENOTES CALCULATED
- (M) DENOTES PADIAL
- SL DENOTES STRATA LOT
- ⊕ DENOTES COMMON PROPERTY

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

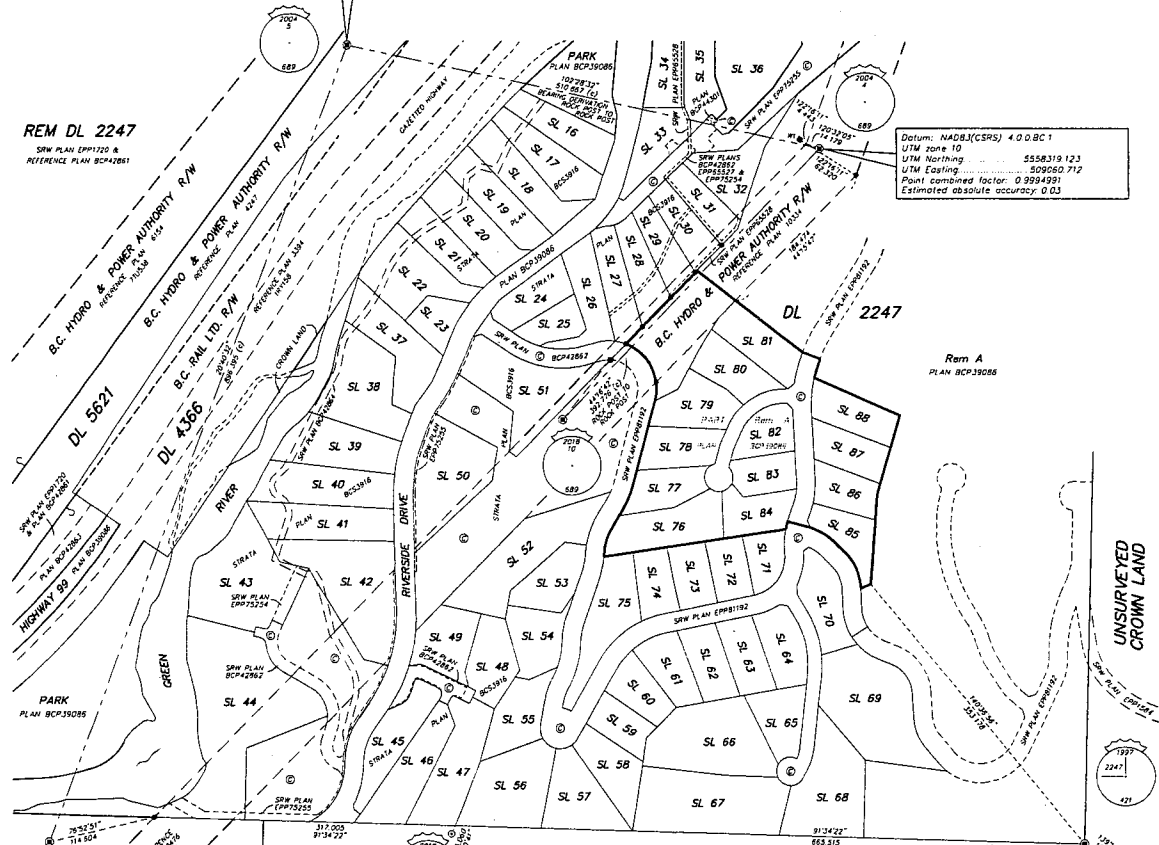
BLOCK OUTLINE DOCUMENTATION HAS BEEN APPROVED FOR THIS SURVEY LISA FILE NO. 10500-10-123



NAME OF DEVELOPMENT WEDGE WOODS WHISTLER

Datum: NAD83(CSRS) 4.0.0 BC 1
 UTM zone 10
 UTM Northing: 5558429.428
 UTM Easting: 508562.157
 Point combined factor: 0.9999908
 Estimated absolute accuracy: 0.03

Datum: NAD83(CSRS) 4.0.0 BC 1
 UTM zone 10
 UTM Northing: 5558319.123
 UTM Easting: 509060.712
 Point combined factor: 0.9994991
 Estimated absolute accuracy: 0.03



REM DL 2247
 SRW PLAN EPP125 &
 REFERENCE PLAN BCP4261

Rem A
 PLAN BCP39086

UNSURVEYED CROWN LAND

KEY PLAN

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE MOT FILE 2016-0312

THIS PLAN IS PHASE 5 OF A 5 PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LING WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE MOT FILE 2016-0312

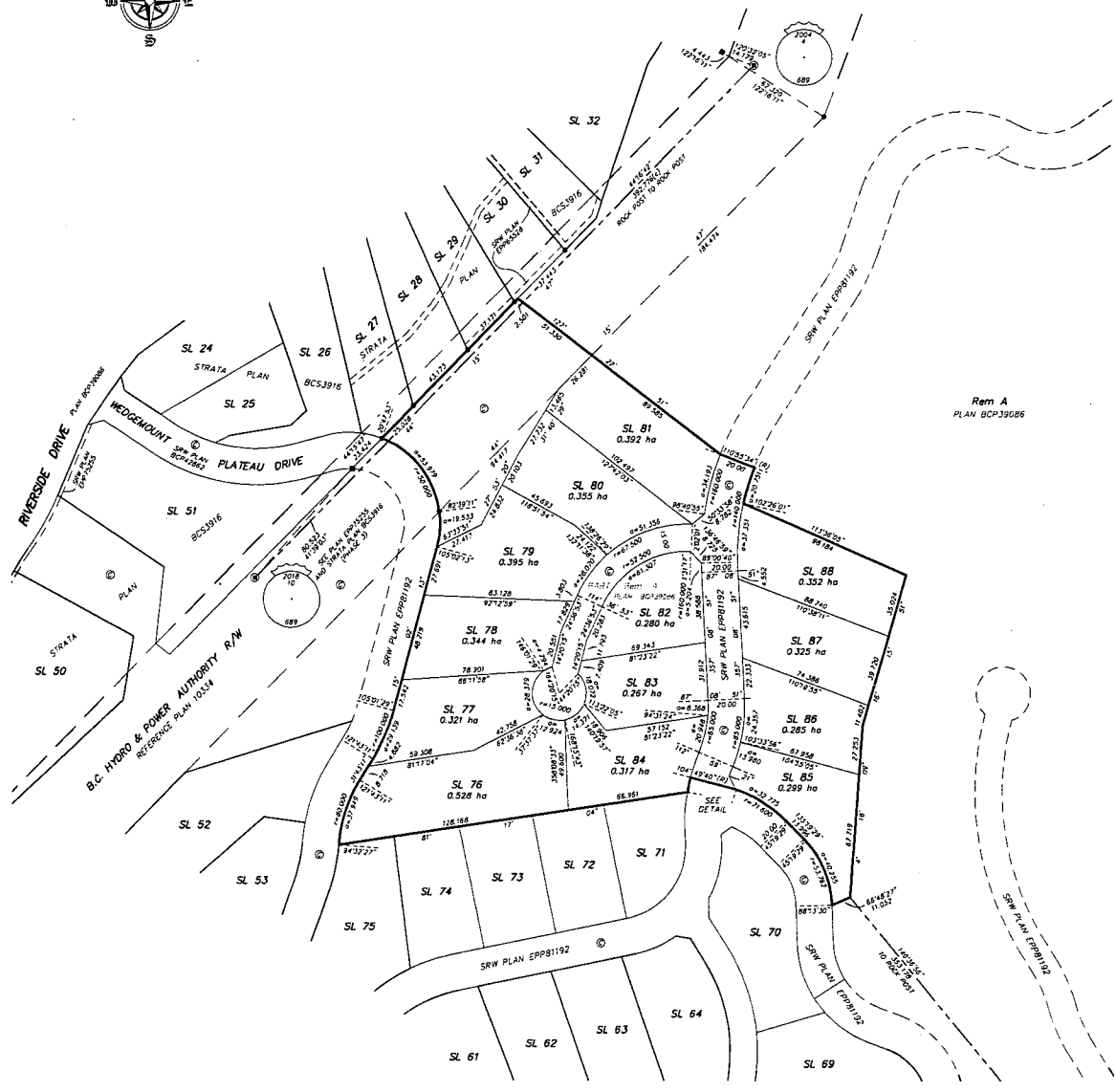
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 17th DAY OF JANUARY 2016 GARRY J MITCHELL BCS 589

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

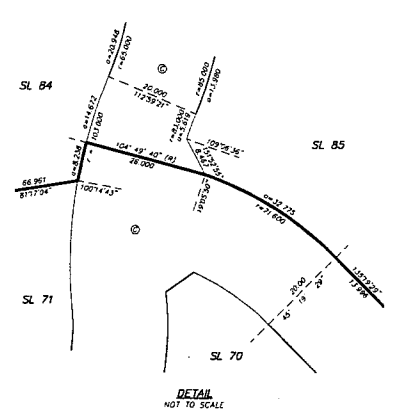


STRATA PLAN BCS3916 PHASE 5

0 25 50 75 100 125
DISTANCES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 360mm IN WIDTH BY 664mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1250



Rem A
PLAN BCP39286



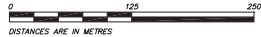
DETAIL
NOT TO SCALE

EXHIBIT "B"
Preliminary Strata Plan Phase 6

[see attached]

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

BCGS 92J.016



DISTANCES ARE IN METRES

THE INTENDED 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 ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY BASELINE TIES TO WHISTLER ACTIVE CONTROL MONUMENT GCM No. 997526.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED, TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.9999010. THE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 655.1 METRES.

BEARINGS TO BEARING TREES ARE MAGNETIC.

LEGEND

FOUND PLACED

- DENOTES STANDARD IRON POST
- DENOTES LEAD PLUG
- DENOTES STANDARD CONCRETE POST
- ⊙ DENOTES STANDARD ROCK POST
- ⊕ DENOTES STANDARD CAPPED POST
- ⊖ DENOTES WITNESS
- M&d DENOTES MARKED
- h DENOTES HECTARES
- (c) DENOTES CALCULATED
- (r) DENOTES RADIAL
- SL DENOTES STRATA LOT
- ⊙ DENOTES COMMON PROPERTY

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

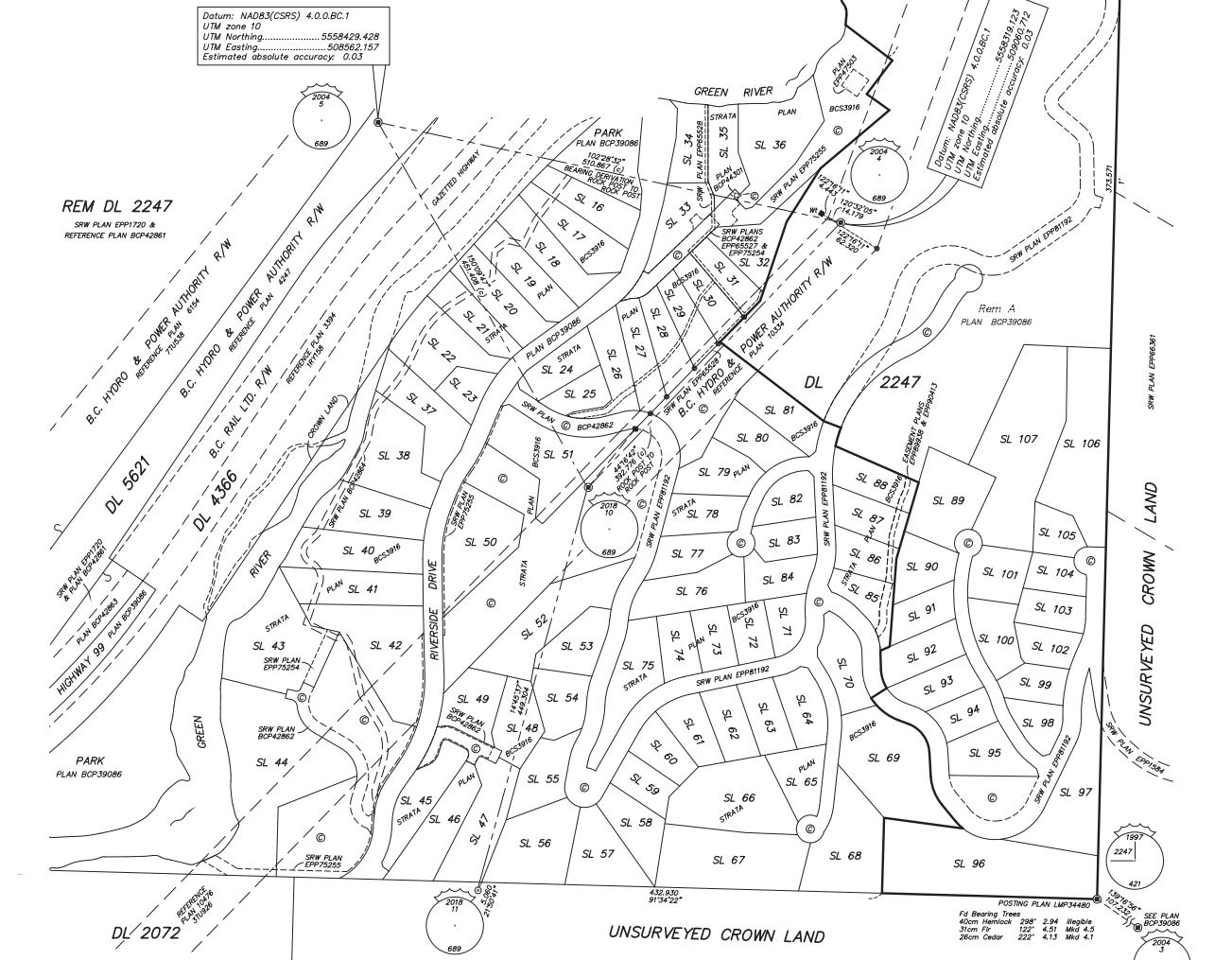
BLOCK OUTLINE MONUMENTATION HAS BEEN APPROVED FOR THIS SURVEY
LTSA FILE NUMBER 10500-30-1523

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
NOT FILE 2016-0312

THIS PLAN IS PHASE 6 OF A 6 PHASE STRATA PLAN UNDER SECTION 524 OF THE STRATA PROPERTY ACT Lying WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
NOT FILE 2016-0312



NAME OF DEVELOPMENT
WEDGE WOODS WHISTLER



KEY PLAN

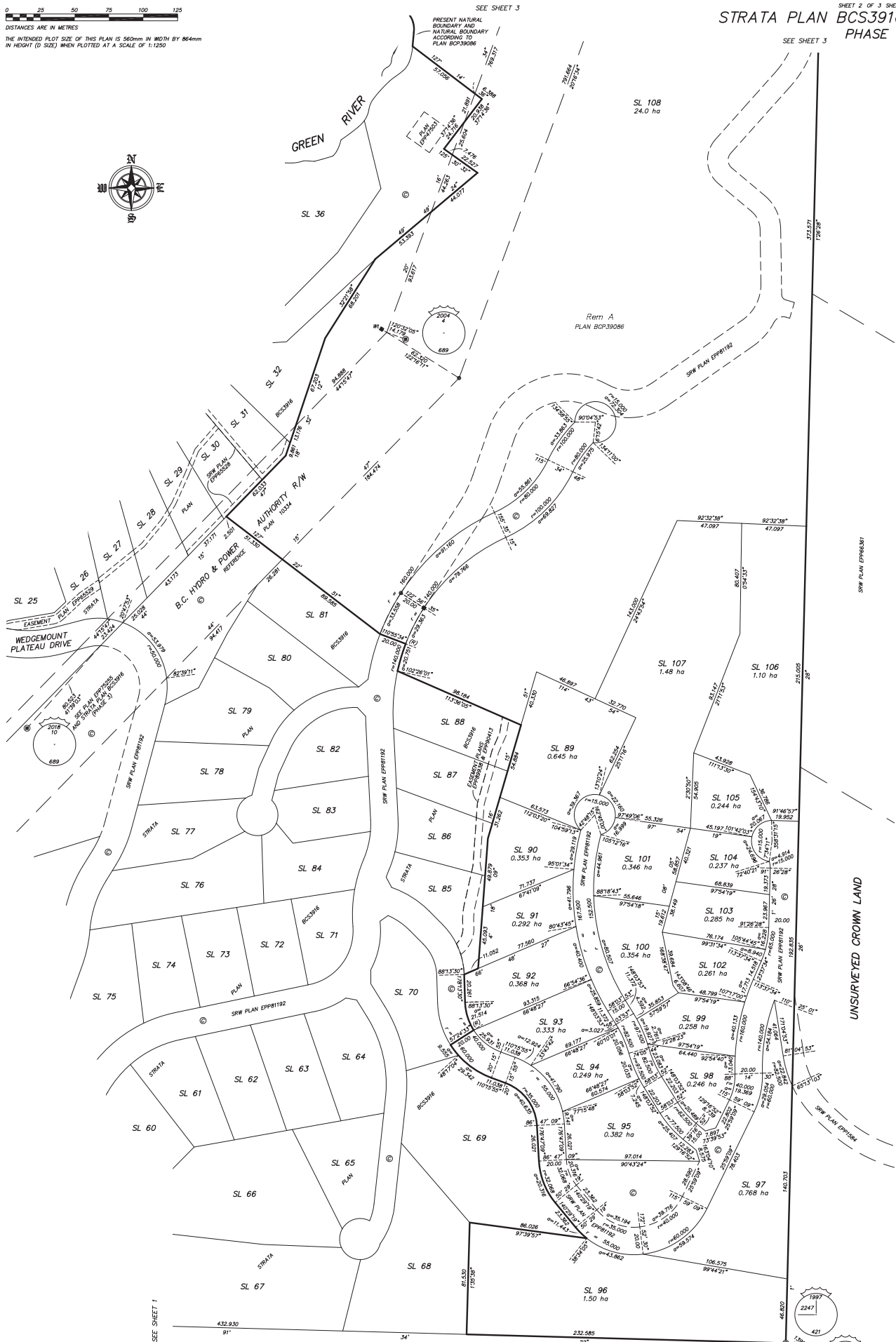
2021-APR-20
DRAFT
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON the ____ DAY OF _____ 2021.
DARRYL J. MITCHELL, BCLS 689

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

AXIS LAND SURVEYING LTD.
B.C. & CANADA LAND SURVEYORS
202 - 2371 1 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X2
T: 604-853-2700 F: 778-271-1226
TLE: W 4517
DWG: 4217-886



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



2021-APR-20
DRAFT

DARRYL J. MITCHELL, BCLS
...th DAY OF ... 2021

UNSURVEYED CROWN LAND

POSTING PLAN LMP34480			
Fd Bearing Trees	45.0m	288°	3.04
45.0m Hemlock	122°	4.31	Biggish
31cm Fir	122°	4.31	Med 4.5
26cm Cedar	222°	4.13	Med 4.1



AXIS LAND SURVEYING LTD.
B.C. & CANADA LAND SURVEYORS
202 - 2371 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X2
T. 604-853-2700 F. 778-927-1226
TLE: 19 4217
DWG: 4217-886



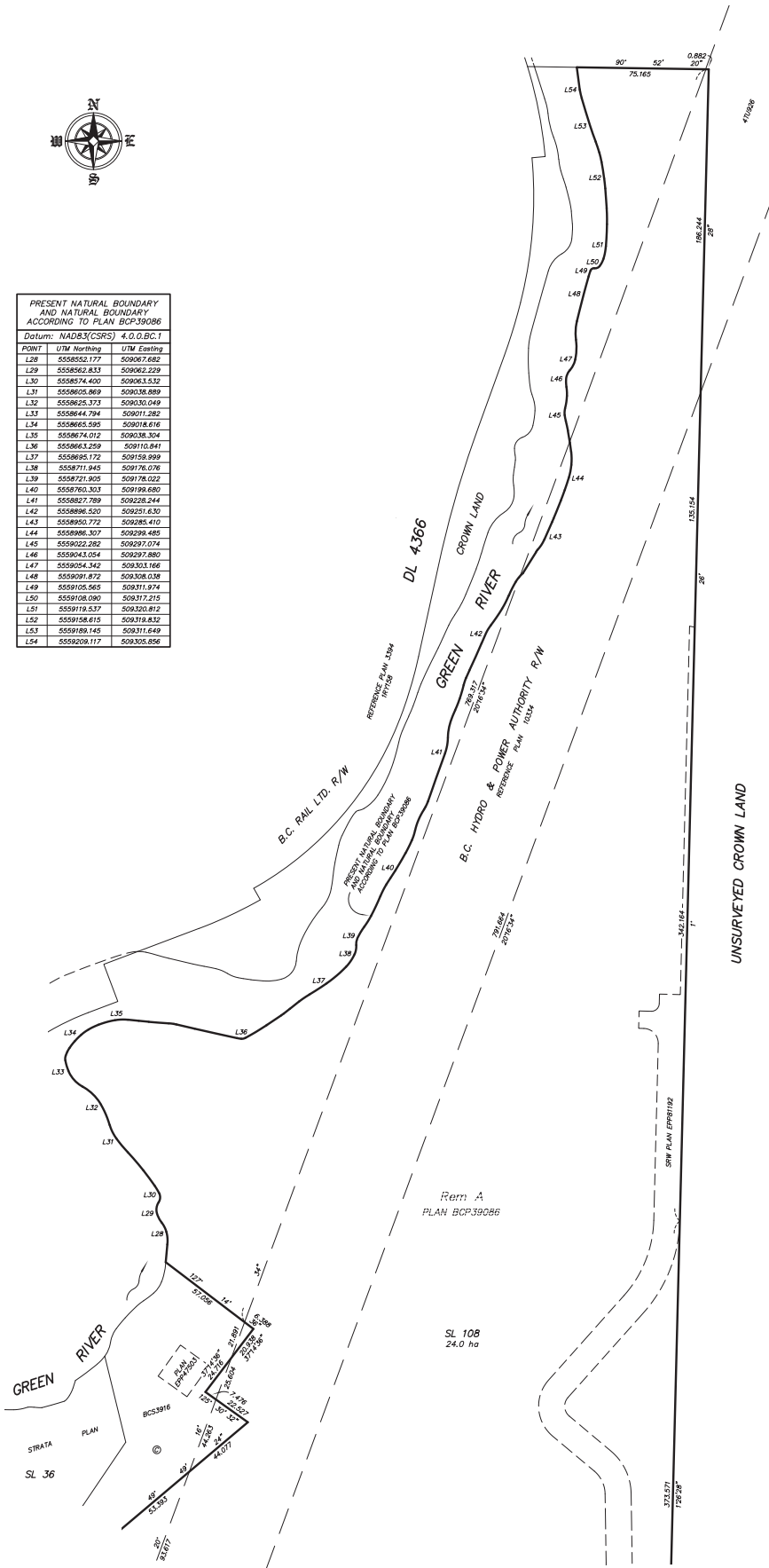
DISTANCES ARE IN METRES
 THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (0 SIZE) WHEN PLOTTED AT A SCALE OF 1:1250



PRESENT NATURAL BOUNDARY AND NATURAL BOUNDARY ACCORDING TO PLAN BCP39086

Datum: NAD83(CRS) 4.0.0.B.C.1

POINT	UTM Northing	UTM Easting
L28	555852.177	509071.682
L29	555852.833	509062.229
L30	5558574.400	509063.532
L31	5558605.869	509038.889
L32	5558625.373	509030.049
L33	5558644.784	509011.283
L34	5558665.595	509018.616
L35	5558674.012	509038.304
L36	5558663.259	509110.847
L37	5558665.172	509159.999
L38	5558711.945	509176.076
L39	5558721.905	509178.022
L40	5558780.303	509199.880
L41	5558827.789	509226.244
L42	5558896.520	509251.630
L43	5558950.772	509285.410
L44	5558986.307	509299.485
L45	5559022.262	509297.074
L46	5559043.054	509293.880
L47	5559054.342	509303.166
L48	5559091.872	509308.038
L49	5559105.565	509311.974
L50	5559108.090	509313.215
L51	5559119.537	509320.812
L52	5559158.615	509319.832
L53	5559189.145	509311.649
L54	5559209.117	509305.856



SEE SHEET 2

2021-APR-20
 DRAFT

DARRYL J. MITCHELL, BCLS
 ____th DAY OF _____, 2021



AXIS LAND SURVEYING LTD.
 B.C. & CANADA LAND SURVEYORS
 202 - 2371 1 LAUREL STREET
 ABBOTSFORD, B.C. V2E 1X2
 T: 604-853-2700 F: 778-271-2266
 TLE: W 4217
 DWG: 4217-886

EXHIBIT "C"
Filed Form P Phasing Declaration and Amendments

[see attached]

Mar-21-2019 15:08:07.001

CA7405947

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*.

Sharon Anne
MacMillan
74SIT8Digitally signed by Sharon
Anne MacMillan 74SIT8
Date: 2019.03.06
10:56:46 -08'00'

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

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

604.687.2242

Client No: 010437 File No: 54355.5166

28165 / 37682039

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-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 STRATA PLAN BCS3916 (PHASE 1, 2 & 3)

Strata Property Act

**FORM P
FOURTH 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 2247 Group 1 New Westminster
District Plan BCP39086 Except Strata Plan
BCS3916 (Phase 1, 2 & 3)

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

(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
Total unit entitlement	108

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

	Structures	
	Type	Number
(i) Phase 1	Single 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
	Total all phases:	109

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

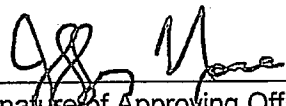
Phase number	Date
(i) Phase 1	September 1, 2008
(ii) Phase 2	December 15, 2012
(iii) Phase 3	June 30, 2018
(iv) Phase 4	June 1, 2020
(v) Phase 5	June 1, 2022
(vi) Phase 6	June 1, 2023



28165 YUKON INC.,
by its authorized signatory
David Ehrhardt

Signature of Applicant

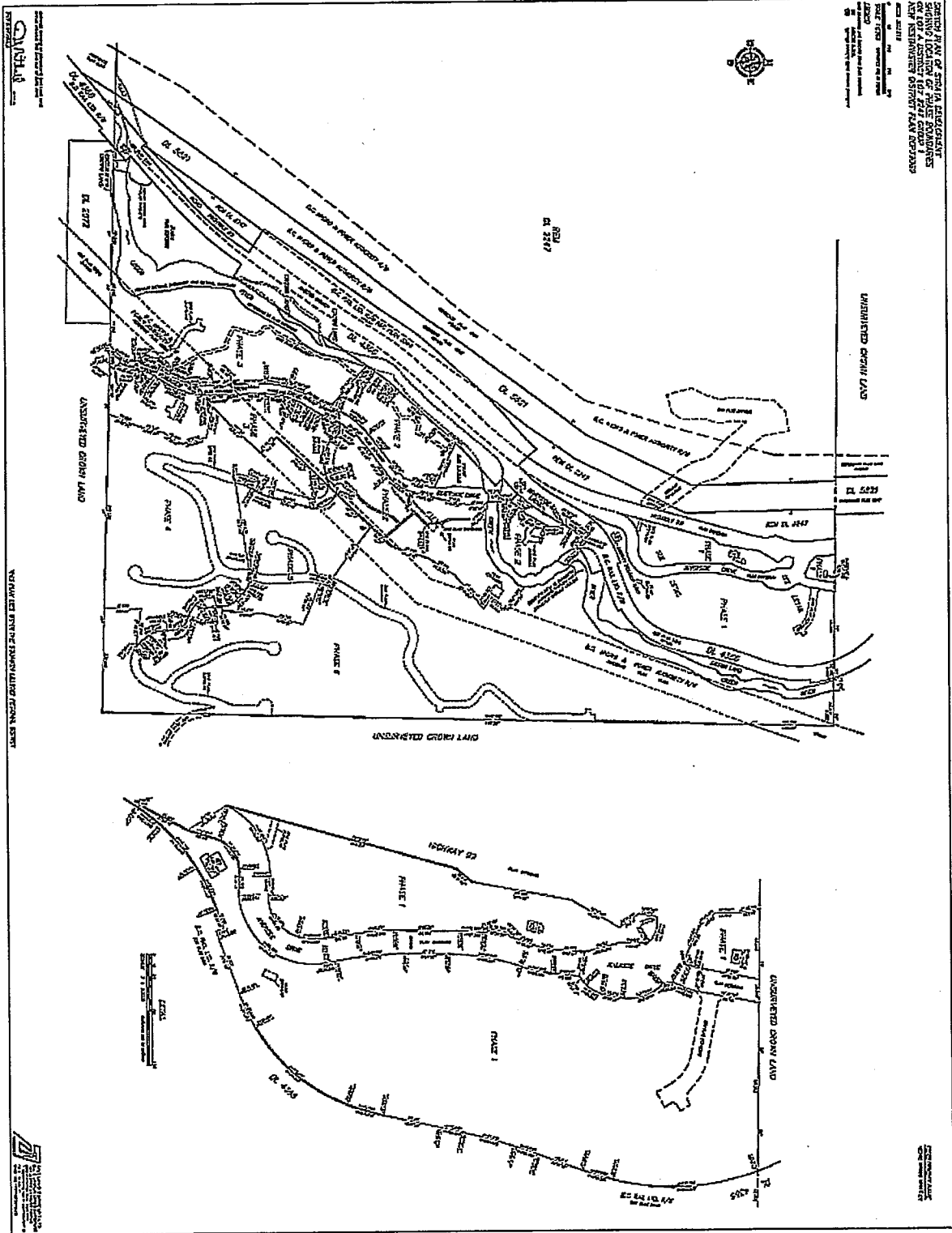
Date of approval: February 13, 2019 *

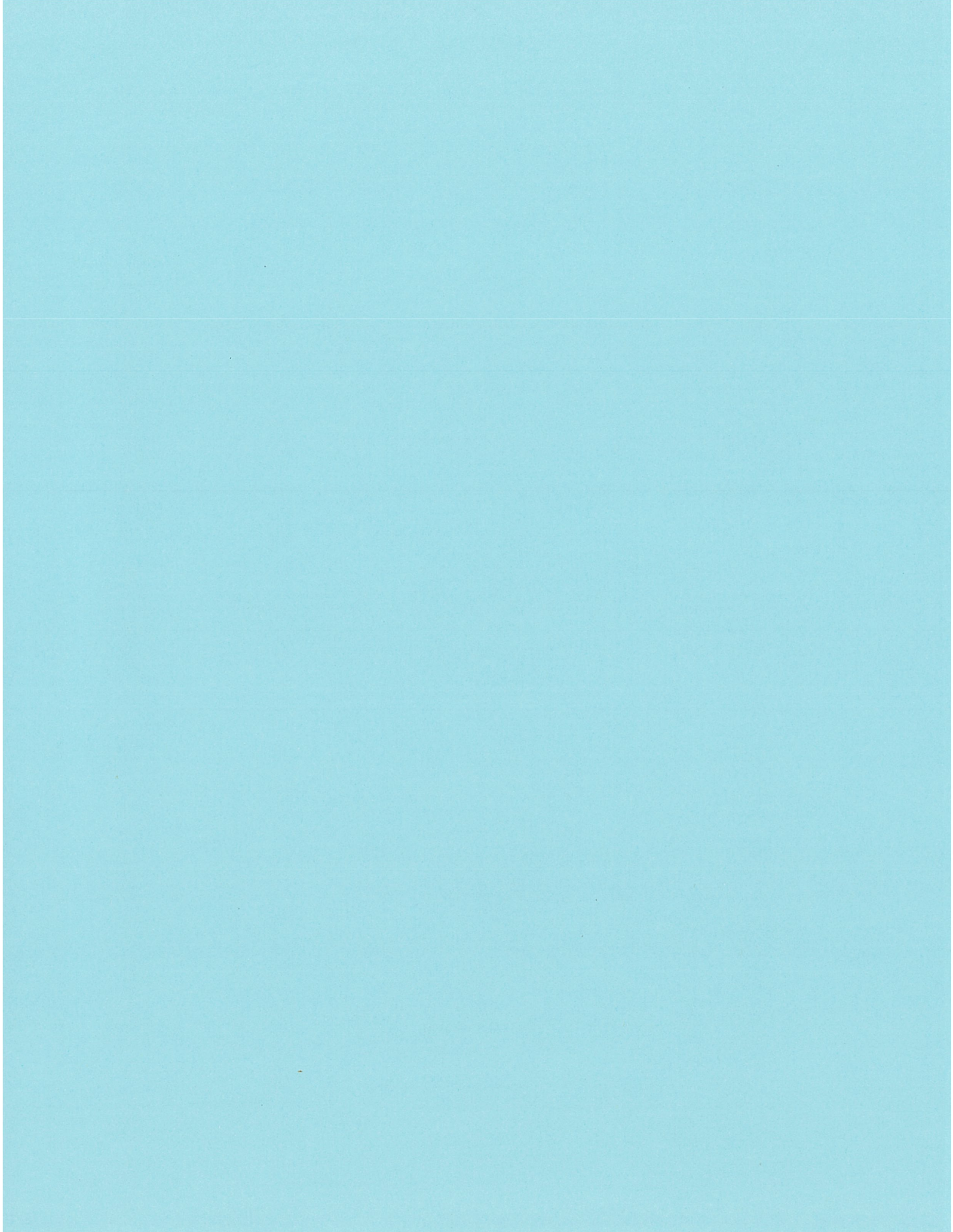


Signature of Approving Officer
Jeffrey Moore, Provincial Approving Officer
Ministry of Transportation and Infrastructure

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

SCHEDULE "A"





**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*, RSB 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

400, 725 Granville Street

Vancouver

BC V7Y 1G5

604.687.2242

Client No: 010437 File No: 54355.5166

28165 / 37682039

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 STRATA PLAN BCS3916 (PHASE 1, 2 & 3)**

Strata Property Act

**FORM P
FOURTH 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 2247 Group 1 New Westminster
District Plan BCP39086 Except Strata Plan
BCS3916 (Phase 1, 2 & 3)

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

(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:

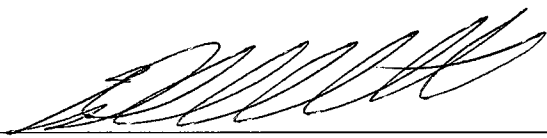
(i) Phase 1 unit entitlement	12
(ii) Phase 2 unit entitlement	24
(iii) Phase 3 unit entitlement	15
(iv) Phase 4 unit entitlement	24
(v) Phase 5 unit entitlement	13
(vi) Phase 6 unit entitlement	20
Total unit entitlement	108

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

	Structures	
	Type	Number
(i) Phase 1	Single 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
	Total all phases:	109

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

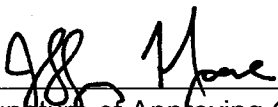
Phase number	Date
(i) Phase 1	September 1, 2008
(ii) Phase 2	December 15, 2012
(iii) Phase 3	June 30, 2018
(iv) Phase 4	June 1, 2020
(v) Phase 5	June 1, 2022
(vi) Phase 6	June 1, 2023



28165 YUKON INC.,
by its authorized signatory
David Ehrhardt

Signature of Applicant

Date of approval: February 13, 2019 *



Signature of Approving Officer

Jeffrey Moore, Provincial 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 "D"
Filed Form V Unit Entitlement Phase 4 Strata Lot and Phase 5 Strata Lot

[see attached]

Mar-07-2019 16:34:48.003

CA7383980

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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.

Sharon Anne
MacMillan
74SIT8Digitally signed by Sharon
Anne MacMillan 74SIT8
Date: 2019.03.06
11:29:02 -08'00'

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

400, 725 Granville Street

Vancouver

BC V7Y 1G5

604.687.2242

Client No: 010437 File No: 54355.5166

28165 / 35499251

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
BCP39086 EXCEPT STRATA PLAN BCS3916 (PHASE 1, 2 & 3)**

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

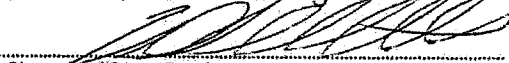
Strata Lot No.	Sheet No.	Total Area in ha	Unit Entitlement	%*of Total Unit Entitlement**
52	2	0.780	1	
53	2	0.365	1	
54	2	0.373	1	
55	2	0.395	1	
56	2	0.680	1	
57	2	0.495	1	
58	2	0.379	1	
59	2	0.261	1	
60	2	0.291	1	
61	2	0.320	1	
62	2	0.319	1	
63	2	0.325	1	
64	2	0.351	1	
65	2	0.339	1	
66	2	0.874	1	
67	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	
Total number of lots: 24		Total unit entitlement:	24	

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

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

Date: November 16, 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)

Apr-30-2019 12:25:37.003

CA7473255

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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*.

Sharon Anne
MacMillan
74SIT8

Digitally signed by Sharon
Anne MacMillan 74SIT8
Date: 2019.04.29
15:02:43 -07'00'

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

Lynn Ramsay, Q.C., Miller Thomson LLP

400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.5167

28165 / 35661263

Vancouver

BC V7Y 1G5

Document Fees: \$29.66

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
BCP39086 EXCEPT STRATA PLAN BCS3916 (PHASE 1, 2, 3 & 4)**

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	
Total number of lots: 13		Total unit entitlement:	13	

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

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

Date: February 8, 2019 [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 "D1"
Proposed Form V Unit Entitlement for Phase 6 Strata Lots

[see attached]

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

Re: Strata Plan BCS3916 (Phase 6)

being a strata plan of: Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086
 Except Phases One, Two, Three, Four and Five 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**
89	2	0.645	1	
90	2	0.353	1	
91	2	0.292	1	
92	2	0.368	1	
93	2	0.333	1	
94	2	0.249	1	
95	2	0.382	1	
96	2	1.50	1	
97	2	0.768	1	
98	2	0.246	1	
99	2	0.258	1	
100	2	0.354	1	
101	2	0.346	1	
102	2	0.261	1	
103	2	0.285	1	
104	2	0.237	1	
105	2	0.244	1	
106	2	1.10	1	
107	2	1.48	1	
108	2 & 3	24.0	1	
Total number of lots: 20		Total unit entitlement:	20	

* 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 "E"
Filed Form W Voting Rights Existing Strata Lots

[see attached]

Mar-07-2019 16:34:48.004

CA7383981

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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,

Sharon Anne
MacMillan
74SIT8Digitally signed by Sharon
Anne MacMillan 74SIT8
Date: 2019.03.06
11:31:12 -08'00'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

400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.5166

28165 / 35500190

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
BCP39086 EXCEPT STRATA PLAN BCS3916 (PHASE 1, 2 & 3)**

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 2247 Group 1 New Westminster
District Plan BCP39086 Except Strata Plan
BCS3916 (Phase 1, 2 & 3)

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*.

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
52	Residential	1	1
53	Residential	1	1
54	Residential	1	1
55	Residential	1	1
56	Residential	1	1
57	Residential	1	1
58	Residential	1	1

59	Residential	1	1
60	Residential	1	1
61	Residential	1	1
62	Residential	1	1
63	Residential	1	1
64	Residential	1	1
65	Residential	1	1
66	Residential	1	1
67	Residential	1	1
68	Residential	1	1
69	Residential	1	1
70	Residential	1	1
71	Residential	1	1
72	Residential	1	1
73	Residential	1	1
74	Residential	1	1
75	Residential	1	1
Total number of strata lots: 24		Total number of votes: 24	

Date November 16, 2018

28165 YUKON INC., by its
Authorized Signatory



Signature of Owner Developer
David Ehrhardt

Apr-30-2019 12:25:37.004

CA7473256

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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.

Sharon Anne MacMillan 74SIT8	Digitally signed by Sharon Anne MacMillan 74SIT8 Date: 2019.04.26 13:17:30 -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. CONTACT: (Name, address, phone number)

Lynn Ramsay, Q.C., Miller Thomson LLP

400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.5167

28165 / 35661321

Vancouver

BC V7Y 1G5

Document Fees: \$29.66

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
BCP39086 EXCEPT STRATA PLAN BCS3916 (PHASE 1, 2, 3 & 4)**

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 2247 Group 1 New Westminster
District Plan BCP39086 Except Strata Plan
BCS3916 (Phase 1, 2 3 & 4)

The strata plan is composed of 0 non-residential strata lots, and 13 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*.

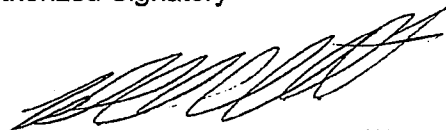
Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
76	Residential	1	1
77	Residential	1	1
78	Residential	1	1
79	Residential	1	1
80	Residential	1	1
81	Residential	1	1
82	Residential	1	1

83	Residential	1	1
84	Residential	1	1
85	Residential	1	1
86	Residential	1	1
87	Residential	1	1
88	Residential	1	1
Total number of strata lots: 13		Total number of votes: 13	

Date February 8, 2018⁰⁹

28165 YUKON INC., by its
Authorized Signatory



Signature of Owner Developer
David Ehrhardt

EXHIBIT "E1"
Proposed Form W Voting Rights Phase 6 Strata Lots

[see attached]

Strata Property Act
FORM W
SCHEDULE OF VOTING RIGHTS

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

Re: Strata Plan BCS3916 (Phase 6)

being a strata plan of: Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086
 Except Phases One, Two, Three, Four and Five Strata Plan BCS3916

Parcel Identifier: 027-752-330

The strata plan is composed entirely of 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
89	residential	2	1
90	residential	2	1
91	residential	2	1
92	residential	2	1
93	residential	2	1
94	residential	2	1
95	residential	2	1
96	residential	2	1
97	residential	2	1
98	residential	2	1
99	residential	2	1
100	residential	2	1
101	residential	2	1
102	residential	2	1
103	residential	2	1
104	residential	2	1
105	residential	2	1
106	residential	2	1
107	residential	2	1
108	residential	2 & 3	1
Total number of strata lots: 20		Total number of votes:	20

Date: *[month day, year]*.

.....
Signature of Owner Developer

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

EXHIBIT "F"
Filed Strata Corporation Bylaws

[see attached]

NEW WESTMINSTER LAND TITLE OFFICE

Jan-14-2021 13:32:10.001

CA8705247

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Stephen Frederick Graf 9GUZXX	Stephen Frederick Graf 9GUZXX c=CA, cn=Stephen Frederick Graf 9GUZXX, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=9GUZXX
--	--

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

WRM STRATA MANAGEMENT & REAL ESTATE SERVICES LTD.

202-1410 ALPHA LAKE ROAD

REF: BCS 3916 FORM I

WHISTLER

BC V8E 0J3

Document Fees: \$29.95

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN BCS 3916

Related Plan Number: **BCS3916**

Form I

Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan BCS3916 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on December 10th, 2020

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

Replaced with 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Christian Redmann

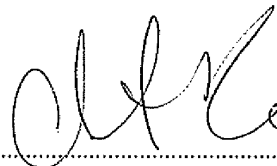
Council member (printed name)

Jennifer Walczyk

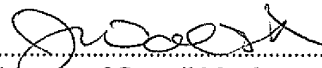
J. Walczyk

Council member (printed name)

(not required if council consists of only one member)



Signature of Council Member



Signature of Council Member

NEW WESTMINSTER LAND TITLE OFFICE

Jun-19-2019 12:59:49.001

CA7568710

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*, RSBK 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*.

Stephen Frederick Graf 9GUZXX	c=CA, cn=Stephen Frederick Graf 9GUZXX, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=9GUZXX
-------------------------------------	--

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

WRM Strata Management & Real Estate Services Ltd.
 202-1410 Alpha Lake Rd.
 Ph: 604-972-1721
 Whistler BC V0N 1B1
 Document Fees: \$29.66

Ref: BCS 3916 Form I

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

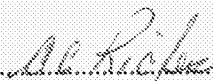
NO PID NMBR THE OWNERS, STRATA PLAN BCS 3916

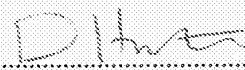
Related Plan Number: **BCS3916**

Form I
Strata Property Act
[am. B.C. Reg. 312/2009, s. 7.]
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 3916 "WedgeWoods" certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 8th, 2019

'See attached Schedule A'


.....
Signature of Council Member


.....
Signature of Second Council Member (not required if council consists of only one member)

“Schedule A”

Resolution 01-19

Bylaw Amendment (Section 4.8)

BE IT RESOLVED, in accordance with the *Strata Property Act*, section 126, as a resolution by a $\frac{2}{3}$ vote of the Owners of Strata Plan BCS 3916 (“WEDGEWOODS”), that the owners agree to amend the Strata Corporation’s Bylaws by replacing section 4.8 to read as follows:

4.8 Despite bylaw 4.7:

- (a) no temporary structure or residence, tent, trailer, mobile home, camper, recreational vehicle or similar vehicle or camping equipment will be used for overnight accommodation on a strata lot except as set out below in 4.8(c).
- (b) a construction trailer may be placed on a strata lot, during a period of construction on that strata lot, provided that such trailer is removed promptly upon completion of construction.
- (c) Post-construction, a resident’s visitor may stay overnight in a travel trailer, mobile home, camper, recreational vehicle or similar vehicle on a strata lot but for no longer than 5 days in any 60-day period. Upon application by a resident, the strata corporation may approve longer stays but only under extenuating circumstances.

Resolution 02-19

Bylaw Amendment (Section 4.11)

BE IT RESOLVED, in accordance with the *Strata Property Act*, section 126, as a resolution by a $\frac{2}{3}$ vote of the Owners of Strata Plan BCS 3916 (“WEDGEWOODS”), that the owners agree to amend the Strata Corporation’s Bylaws by amending section 4.11 to read as follows:

4.11 Without limiting By-law 4.10, prior to commencement of construction of a house on a strata lot, a resident must, in addition to the approvals required under the relevant building scheme, place with the Strata Corporation, in trust, in an interest-bearing account, a security deposit of \$10,000 unless such security deposit has already been paid to the Approving Agent.

(a) Collection of the security deposit will occur in one of the following ways:

(i) Where the security deposit is required as a condition of the Sales Contract between the Owner and the Developer – the Approving Agent will collect and hold the security deposit in trust for the Owner prior to the Owner making application to the Squamish Lillooet Regional District, SLRD, for a building permit for the Strata Lot.

(ii) Where the security deposit is not required as a condition of the Sales Contract between the Owner and the Developer, the Strata Corporation will collect and hold the security deposit in trust for the Owner either:

- 1) Prior to the Approving Agent issuing its approval to SLRD of the Owner's application, for a building permit for the Strata Lot.
- 2) Where the Approving Agent has already issued its approval letter to SLRD, prior to issuance of the building permit by SLRD.

(b) The Strata Corporation may engage a professional independent inspection contractor, of their choosing, to complete pre, during and post construction inspections of the common property, public property or adjoining private property surrounding a strata lot. There will be a basic construction inspection and monitoring flat fee of \$600, subject to change due to increasing costs, payable to the Strata Corporation and placed on the strata lot owners account.

(i) Pre-construction inspection

- Site inspection and recording of pre-construction conditions
- Pre-construction inspection report
- Actual inspection will be scheduled within 14 days of notice of need for inspection

ii) Post-construction inspection

- Site inspection and recording of pre-construction conditions
- Comparison to pre-construction conditions
- Post-construction inspection report
- Review of documented observations during routine maintenance

iii) Monitoring during construction

- Routine site observations during construction will be done on a cursory basis on roughly a monthly basis. This may be reduced during winter months or periods of little or no construction as deemed reasonable by the Strata Corporation.

(c) additional inspections, dispute resolution, documentation, follow up, testing, surveying, reporting and any other related issues deemed reasonable and necessary by the Strata Corporation, due to limited or incomplete response from owner on issues raised, damage to common property, public property or adjoining private property, outside of the above items, will be charged at cost and placed on the strata lot owners account.

(d) The Strata Corporation will release the remaining balance of the security deposit as follows:

- i) The Owner submits a written request to the Strata Corporation for a Post-construction Inspection.
- ii) The Strata Corporation, within 14 days, will conduct the Post-construction inspection and identify any outstanding issues and damage to be addressed by the Owner.
- iii) The Strata Corporation and the Owner will resolve outstanding damage to the satisfaction of the Strata Corporation.
- iv) The Strata Corporation, within 30 days of its written notice to the Owner that all damage is satisfactorily corrected, will pay the remaining balance of the security deposit to the Owner with an accounting of all charges levied.

(e) In the event of a dispute between the Strata Corporation and an Owner concerning the security deposit, the Strata Corporation, acting reasonably, will make a determination. The Owner may seek recourse on that determination through the Strata By-law dispute resolution process.

Resolution 03-19

Bylaw Amendment (Section 4.6)

BE IT RESOLVED, in accordance with the *Strata Property Act*, section 126, as a resolution by a ¾ vote of the Owners of Strata Plan BCS 3916 ("WEDGEWOODS"), that the owners agree to amend the Strata Corporation's Bylaws by adding 4.6 (c) to read as follows:

- 4.6 (c) Burn building materials, garbage or any other refuse on-site with the exception of clean wood during a low fire rating period.

NEW WESTMINSTER LAND TITLE OFFICE

Jan-29-2019 13:31:40.001

CA7319953

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 17 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*.

Garry Gracey HX5N61	c=CA, cn=Garry Gracey HX5N61, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=HX5N61
--------------------------------------	--

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

WRM Strata Management & Real Estate Services Ltd.
202-1410 Alpha Lake Rd.
Ph: 604-972-1721
Whistler BC V0N 1B1
Document Fees: \$28.63

Ref: BCS 3916 Form I

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN BCS 3916


Related Plan Number: **BCS3916**

Form I
Strata Property Act
[am. B.C. Reg. 312/2009, s. 7.]
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 3916 “WedgeWoods” certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on December 1st, 2018

‘See attached Schedule A’


.....
Signature of Council Member


.....
Signature of Second Council Member (not required if council consists of only one member)

“Schedule A”

BYLAWS OF THE OWNERS, STRATA PLAN BCS3916

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, collectively, owners, tenants and occupants and “resident” means, collectively, 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 their contractors and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

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

2.3 Where an owner fails to pay strata fees or a special levy in accordance with bylaws 2.1 and 2.2, outstanding strata fees and special levies will be subject to a fine under these bylaws for each month during which any portion of the strata fees or special levies are unpaid.

3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

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

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

4. USE OF AND CONSTRUCTION ON PROPERTY

4.1 A resident or their visitor or contractor 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 their visitor or contractor 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, common property or common assets caused by occupants, tenants or their visitors or contractors.

4.4 A resident must comply at all times with:

- (a) the provisions of any statutory building scheme, restrictive covenant, including a covenant under section 219 of the Land Title Act, easement or right of way registered in the Land Title Office against the title to that resident'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

provided that in the event of a conflict between these bylaws and any building scheme registered against title to a strata lot, these bylaws will prevail

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

4.6 A resident must not at any time:

- (a) excavate or place fill upon any strata lot, except for on the resident's strata lot, or upon the common property, including limited common property;

- (b) impede the natural or existing drainage or surface water.

4.7 A resident must not, at any time, keep, locate or store on any strata lot or the common property, including limited common property, any

- (a) temporary structure or residence, house trailer, travel trailer, mobile home, camper, recreational vehicle or similar vehicle, designed for or capable of providing overnight accommodation, by whatever name called, or
- (b) unlicensed or uninsured vehicle, commercial truck, boat or machinery

except within enclosed, roofed buildings or garages or in an area with adequate screening approved by the approving agent under the relevant building scheme or approved by the strata corporation, if no such building scheme is registered.

4.8 Despite bylaw 4.7:

- (a) a construction trailer may be placed on a strata lot, during a period of construction on a strata lot, provided that such trailer is not used for overnight accommodation and is removed promptly upon completion of construction.
- (b) a resident's visitor may stay overnight in a travel trailer, mobile home, camper, recreational vehicle or similar vehicle on a strata lot but for no longer than 5 days in any 60-day period. Upon application by a resident, the strata corporation may approve longer stays but only under extenuating circumstances.

4.9 Prior to the commencement of and during any construction, renovation, repair or other work on a strata lot, the resident of the strata lot and their contractor:

- (a) must maintain that resident's strata lot and the common property in a clean, safe and sanitary condition;
- (b) must make reasonable efforts to ensure the safety of any person who enters the resident's strata lot;
- (c) must not deposit or permit to be deposited equipment, debris, materials or packaging on the common property or on other strata lots;

4.10 A resident must, in addition to any approvals required under the relevant building scheme, and at its expense, obtain all necessary permits and licenses from the appropriate regulatory authority prior to commencement of any construction, renovation, alteration or repair on the resident's strata lot, including lot preparation.

4.11 Without limiting By-law 4.10, prior to commencement of construction of a house on a strata lot, a resident must, in addition to the approvals required under the relevant building scheme, place with the Strata Corporation, in trust, in an interest-bearing account, a security deposit of \$10,000 unless such security deposit has already been paid to the Approving Agent.

4.12 If a resident undertakes work on that resident's strata lot involving construction, reconstruction, renovation or alteration of a building or other improvement, (a "Project"), all foundation and exterior work, including all landscaping, must be completed within 16 months of

commencement of site work on the Project. On application by the resident, the strata corporation may extend the time to completion by up to a further 8 months and may consider extension of the time to completion beyond 24 months but only if the resident is prevented by forces beyond the resident's control from completing the work within the required time period.

4.13 A resident must not create or permit to continue a condition on a strata lot that is hazardous to another strata lot, common property, common assets or limited common property. Upon becoming aware of such hazard, a resident shall act immediately to remove the hazard.

4.14 For clarity, for the purposes of this section 4, a resident is responsible for all actions by contractors, trades or other persons engaged in any work on the resident's strata lot, including, but not limited to, construction, renovation, alterations or repairs.

4.15 If a resident, in the reasonable opinion of the strata corporation, fails to meet its obligations under the bylaws in this section 4 and does not do so within 90 days after receiving a written notice to that effect from the strata corporation, the strata corporation may take such actions as it considers necessary, in its sole discretion, to meet the requirements of the bylaws in this section 4 and/or to mitigate the impact on other owners, including without limitation: cleanup; removal of hazardous conditions; removal of equipment and materials; landscaping; excavation; placement of fill; and construction of fences and hoardings. All costs incurred by the strata corporation under this section will be to the account of that resident, and are due and payable immediately on demand, in addition to any fines that may be levied with respect to that resident's breach of these bylaws.

5. INFORM STRATA CORPORATION

5.1 Within two weeks of becoming an owner, an owner must notify the strata corporation of the owner's name, phone number, email address, strata lot number, mailing address outside the strata plan, if any, and any occupants' names.

5.2 On request by the strata corporation, a tenant or occupant must inform the strata corporation of the tenant's or occupant's name, contact details and the strata lot which the tenant or occupant occupies.

5.3 A resident is responsible for notifying the strata corporation of any changes to the information in by-laws 5.1 and 5.2.

6. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

6.1 A resident 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.

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

7. PERMIT ENTRY TO STRATA LOT

7.1 A resident must allow a person authorized by the strata corporation, including the approving agent under the relevant building scheme, 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.
- (c) at a reasonable time, on 48 hours written notice, to inspect the strata lot for compliance with a statutory building scheme, covenant, right of way, easement, bylaw, policy, guideline or other requirement referred to in bylaw 4.4 or to inspect the strata lot for hazards referred to in bylaw 4.13.

in which case, written notice includes an email sent by the strata corporation to the resident's email address on record with the strata corporation.

7.2 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.

7.3 The notice referred to in bylaw 7.1 must include the date and approximate time of entry, and the reason for entry.

8. INSURANCE

8.1 A resident is responsible for obtaining and maintaining liability insurance and other insurance on buildings, improvements, and fixtures located within the boundaries of the resident'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

9. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

9.1 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

10. COUNCIL SIZE

10.1 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.

11. COUNCIL ELIGIBILITY

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

11.2 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.

11.3 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.

11.4 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.

12. COUNCIL MEMBERS TERMS

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

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

13. REMOVING COUNCIL MEMBER

13.1 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.

13.2 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.

13.3 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 10.1.

13.4 The council may appoint a council member under bylaw 13.2 even if the absence of the member being replaced leaves the council without a quorum.

13.5 A replacement council member appointed pursuant to bylaws 13.2 or 13.4 may be appointed from any person eligible to sit on the council.

14. REPLACING COUNCIL MEMBER

14.1 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.

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

14.3 The council may appoint a council member under bylaw 14.1 even if the absence of the member being replaced leaves the council without a quorum.

14.4 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.

15. OFFICERS

15.1 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.

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

15.3 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.

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

15.5 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.

16. CALLING COUNCIL MEETINGS

16.1 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.

16.2 The notice in bylaw 16.1 does not have to be in writing.

16.3 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.

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

17. REQUISITION OF COUNCIL HEARING

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

17.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 17.1, 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.

17.3 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.

18. QUORUM OF COUNCIL

18.1 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.

18.2 Council members must be present in person at the council meeting, subject to bylaw 19.3, to be counted in establishing quorum.

19. COUNCIL MEETINGS

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

19.2 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.

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

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

19.5 Despite bylaw 19.4, 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.

20. VOTING AT COUNCIL MEETINGS

20.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting, subject to bylaw 19.3.

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

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

21. COUNCIL TO INFORM OWNERS OF MINUTES

21.1 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.

22. DELEGATION OF COUNCIL'S POWERS AND DUTIES

22.1 Subject to bylaws 22.2, 22.3 and 22.4, 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.

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

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with bylaw 22.3

22.3 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.

22.4 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.

23. SPENDING RESTRICTIONS

23.1 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.

23.2 Despite bylaw 23.1, 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.

23.3 Subject to bylaw 23.5, 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 \$5,000 or 5% of the total contribution to the operating fund for that fiscal year, whichever is less.

23.4 If the strata corporation makes an expenditure under bylaw 23.3, the strata corporation must inform owners as soon as feasible about that expenditure.

23.5 Despite bylaw 23.3, 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.

24. LIMITATION ON LIABILITY OF COUNCIL MEMBER

24.1 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.

24.2 Bylaw 24.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

24.3 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

25. FINES

25.1 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.

25.2 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.

26. CONTINUING CONTRAVENTION

26.1 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

27. QUORUM OF MEETING

27.1 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.

28. PERSON TO CHAIR MEETING

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

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

28.3 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.

29. PARTICIPATION IN GENERAL MEETINGS

29.1 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.

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

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

29.4 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.

29.5 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.

30. VOTING

30.1 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.

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

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 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.

31. ORDER OF BUSINESS

31.1 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

32. VOLUNTARY DISPUTE RESOLUTION

32.1 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.

32.2 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.

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

SIGNS

33. SIGNS

33.1 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.

33.2 One sign may be erected on a strata lot during the sale of that strata lot, provided that:

- (a) the sign's display area is no larger than 10 square feet;
- (b) its design has been approved by the strata corporation or its designate,

and it must be removed promptly upon completion of the sale of the strata lot.

33.3 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.

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

33.5 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

34. INSURING AGAINST MAJOR PERILS

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

34.2 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

35. PARKING

35.1 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 corporation as areas to be used for parking and may only be used in compliance with the rules and regulations established by the strata corporation from time to time.

35.2 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.

35.3 Any resident's vehicle parked in violation of bylaw 35.2 may be removed by a towing company authorized by the strata corporation, and all costs associated with such removal will be charged to the owner of the strata lot.

APPEARANCE OF STRATA LOTS

36. CLEANLINESS

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

36.2 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.

37. MISCELLANEOUS

37.1 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.

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

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

EXHIBIT "G"
Strata Corporation Budget

[see attached]

Annual Budget Summary

WedgeWoods BCS3916

Budget: Proposed Annual Operating Budget Phase I to V

From Oct 01, 2020 to Sep 30, 2021

Account Description	Annual Budget Amount
Revenue	
Strata Fees	\$120,261.11
Developer Contribution to Common	\$14,388.89
Total Revenue	\$134,650.00
Expenses	
Bank Charges	\$500.00
HVAC Repairs and Maintenance	\$1,000.00
Janitorial & Supplies	\$2,000.00
Fire System Monitoring	\$1,000.00
Garbage Removal	\$1,000.00
Hydro	\$5,500.00
Insurance and Appraisal	\$12,000.00
Landscape Maintenance	\$11,000.00
Legal and Professional Fees	\$1,000.00
Agency Fee	\$10,850.00
Meeting	\$500.00
Miscellaneous	\$250.00
Owner Communications	\$500.00
Propane	\$500.00
Repairs and Maintenance	\$12,500.00
Security	\$250.00
Snow Removal	\$40,000.00
Supplies	\$500.00
Window Cleaning	\$800.00
Reserve Contributions/Special Levies	
Capital Projects Reserve Contribution	\$33,000.00
Total Reserve Contributions/Special Levies	\$33,000.00
Total Expenses	\$134,650.00
Net Income:	\$0.00

EXHIBIT "G1"
Proposed Phase 6 Initial Budget

[see attached]

**Proposed Annual Budget - Phase 6 WedgeWoods
BCS3916**

Annual Strata Fees

SL 89	\$ 1,704.00	
SL 90	\$ 1,704.00	
SL 91	\$ 1,704.00	
SL 92	\$ 1,704.00	
SL 93	\$ 1,704.00	
SL 94	\$ 1,704.00	
SL 95	\$ 1,704.00	
SL 96	\$ 1,704.00	
SL 97	\$ 1,704.00	
SL 98	\$ 1,704.00	
SL 99	\$ 1,704.00	
SL 100	\$ 1,704.00	
SL 101	\$ 1,704.00	
SL 102	\$ 1,704.00	
SL 103	\$ 1,704.00	
SL 104	\$ 1,704.00	
SL 105	\$ 1,704.00	
SL 106	\$ 1,704.00	
SL 107	\$ 1,704.00	
SL 108	\$ 1,704.00	
		\$ 34,080.00

Expenses \$ 34,080.00

Net Income \$ -

EXHIBIT "H"
Filed Rent Charge, Water Existing Strata Lots

[see attached]

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA7383983 CA7383984

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

Mar-07-2019 16:34:48.006

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.

Sharon Anne MacMillan 74SIT8
Digitally signed by Sharon Anne MacMillan 74SIT8
Date: 2019.03.06 11:41:17 -08'00'

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: 54355.5166
28165 / 33464930 & 33464915

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))

WEDGEWOODS 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)

Victoria Wu
Barrister & Solicitor
400, 725 Granville Street
Vancouver, B.C. V7Y 1G5
604.687.2242

Execution Date		
Y	M	D
18	11	16

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Victoria Wu
Barrister & Solicitor
400, 725 Granville Street
Vancouver, B.C. V7Y 1G5
604.687.2242

Y	M	D
18	11	16

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

Lourey Smith
Notary Public
Mareva at Lyford
Harbour Green, Lyford
P.O.Box N-3937
Nassau, Bahamas

18	12	04
----	----	----

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.

FORM E_V24

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 52 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

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

**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 20th 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.
- (b) From such time as the Lot is connected to the Waterworks System, the Lot will be subject to the greater of the Annual Fee and the User's Charge. Such sum will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the amount to be paid for the ensuing 12 month period and the dates on which such fees are payable

3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

4. GRANT OF RENT CHARGE

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

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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.

**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.

Sharon Anne MacMillan 74SIT8	Digitally signed by Sharon Anne MacMillan 74SIT8 Date: 2019.03.06 11:34:32 -08'00'
------------------------------------	--

I, Sharon MacMillan, 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.

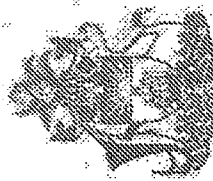
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated March 4, 2019

Sharon MacMillan

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)

IBC 08

CERTIFICATE OF GOOD STANDING

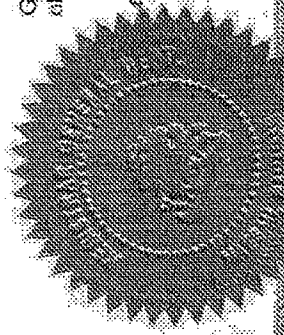
(Section 190)

No. 156248 B MOUNTAIN ADVENTURE LTD.

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

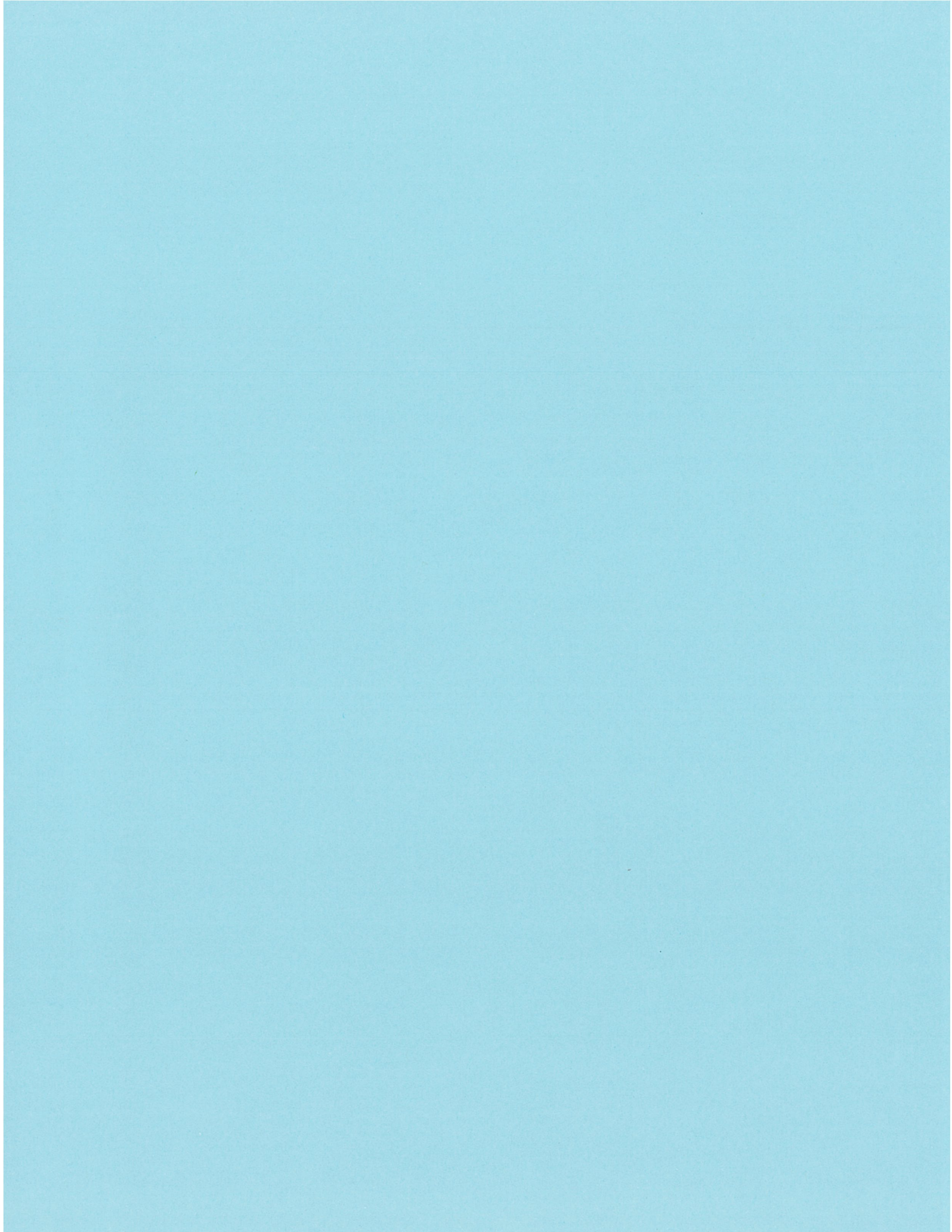
1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the 23rd day of February 2009 as Company No. 156248 on the Register of International Business Companies.
2. The name of the Company is still on the Register of International 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 become 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 21st day of December, 2018



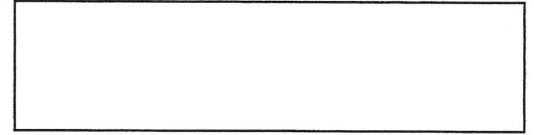
D. Maycock

Acting Registrar General



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

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
400, 725 Granville Street

Vancouver

BC V7Y 1G5

604.687.2242
Client No: 010437 File No: 54355.5166
28165 / 33464930 & 33464915

~~See CA _____ for Certificate of Status~~

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))

WEDGEWOODS UTILITIES INC.

5403 BUCKINGHAM AVENUE

BURNABY

V5E 1Z9

BRITISH COLUMBIA

CANADA

Incorporation No

BC1152326

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)

VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
18	11	16

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
18	11	16
18		

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):



Name: David Ehrhardt

Name: _____

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

Name: Galnom Ltd.

Per:

Per:

Name: _____

VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(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

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

18

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

18


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

Name: Galnom Ltd.

Per: Theresa Haven-Adderley

Per: Ronique Bastian

Name:


LOUREY SMITH
Notary Public
Marina at Lyford
Harbour Green Lyford
P.O. Box N3937
NASSAU
Bahamas



OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 3 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 52 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

LAND TITLE ACT
FORM E

SCHEDULE

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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 20th 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.
- (b) From such time as the Lot is connected to the Waterworks System, the Lot will be subject to the greater of the Annual Fee and the User's Charge. Such sum will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the amount to be paid for the ensuing 12 month period and the dates on which such fees are payable

3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

4. GRANT OF RENT CHARGE

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

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and distress 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.

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

Apr-30-2019 12:25:37.006

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.

Sharon Anne MacMillan 74SIT8
 Digitally signed by Sharon Anne MacMillan 74SIT8
 Date: 2019.04.26 13:22:05 -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: 54355.5167
 28165 / 35660277 & 33464972
 See CA7383987 for Certificate of Status

Vancouver BC V7Y 1G5
 Document Fees: \$148.32

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))
WEDGEWOODS 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
19	2	8

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

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
19	2	8
19	2	14

WEDGEWOODS UTILITIES INC., by its authorized signatory(ies):

Name: David Ehrhardt

Name:

Lourey Smith
Notary Public
Mareva at Lyford
Harbour Green, Lyford
P.O.Box N-3937
Nassau, 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.

**LAND TITLE ACT
FORM E**

SCHEDULE

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 76 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

**LAND TITLE ACT
FORM E**

SCHEDULE

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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 20th 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.
- (b) From such time as the Lot is connected to the Waterworks System, the Lot will be subject to the greater of the Annual Fee and the User’s Charge. Such sum will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the amount to be paid for the ensuing 12 month period and the dates on which such fees are payable

3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

4. GRANT OF RENT CHARGE

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

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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

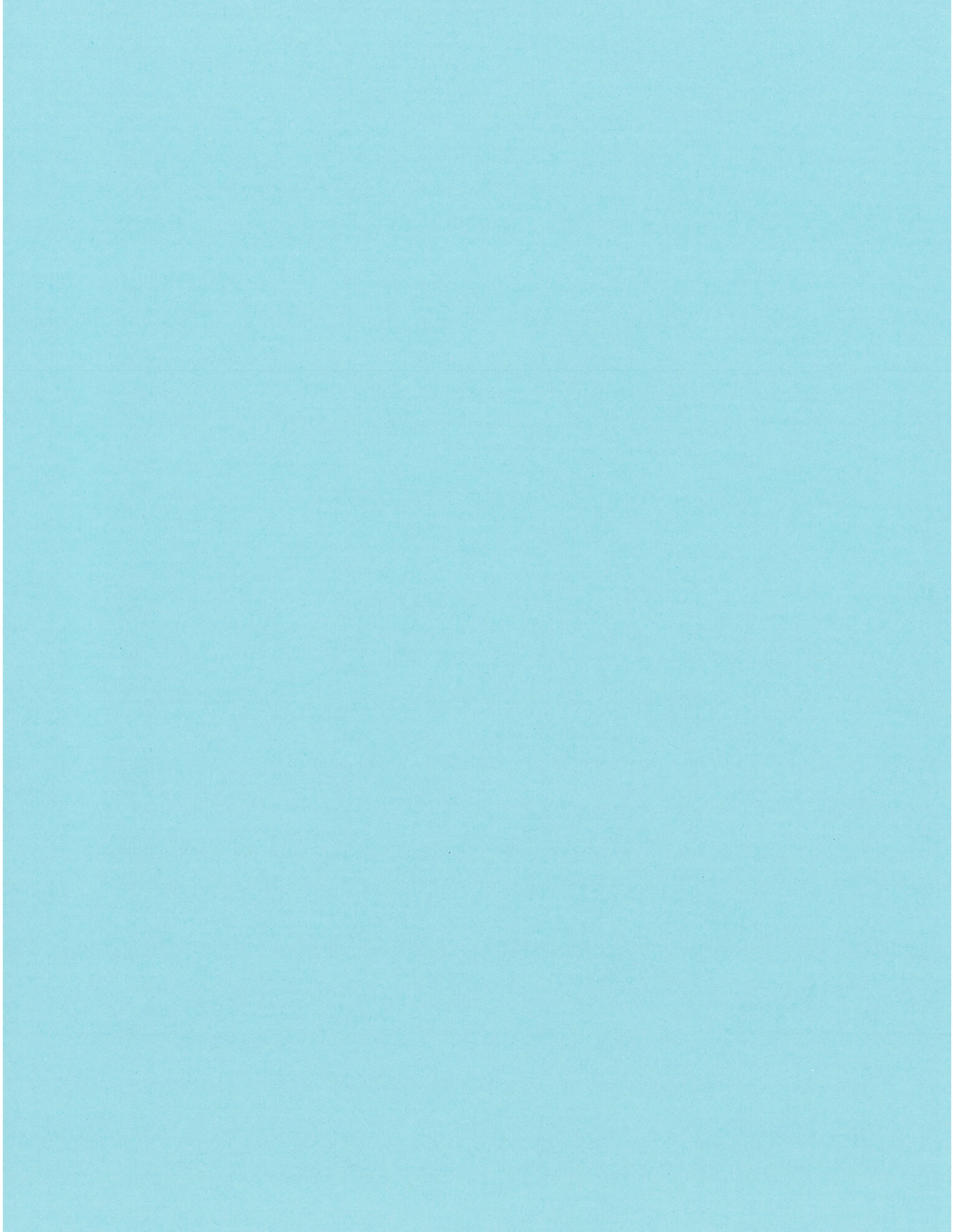
For \$1.00 and other good and valuable consideration, MOUNTAIN ADVENTURE LTD., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB1186415
Assignment of Rents BB1186416

("Security")

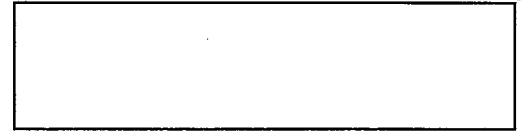
against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grants priority to the within charge over the Security and their rights, title and interest in and to the lands charged by 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.



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

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
400, 725 Granville Street

604.687.2242
Client No: 010437 File No: 54355.5167
28165 / 35660277 & 33464972
See CA 7383987 for Certificate of Status

Vancouver BC V7Y 1G5

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))

WEDGEWOODS UTILITIES INC.

5403 BUCKINGHAM AVENUE
BURNABY

BRITISH COLUMBIA
CANADA

Incorporation No
BC1152326

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, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
19	2	8

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



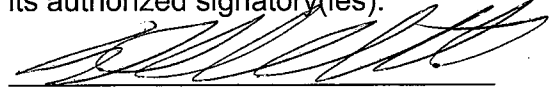
LYNN I. RAMSAY, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
19	2	8
18		

Transferor / Borrower / Party Signature(s)

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):



Name: David Ehrhardt

Name: _____

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

Name: Galnom Ltd.

Per:

Per:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
19		
19	2	14

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):


Name: David Ehrhardt

Name:

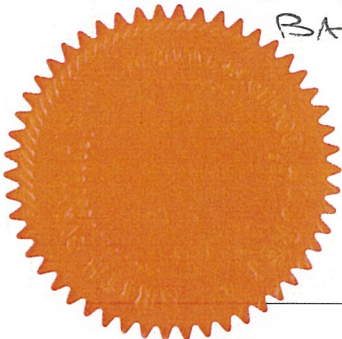
MOUNTAIN ADVENTURE LTD., by its
authorized signatory(ies):

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

Name:



 Lourdes SMITH
 Notary Public
 Mareva at Lyford
 Harbour Centre Lyford
 P.O. Box N 3937
 NASSAU
 BAHAMAS.



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

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 76 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

**LAND TITLE ACT
FORM E**

SCHEDULE

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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 20th 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.
- (b) From such time as the Lot is connected to the Waterworks System, the Lot will be subject to the greater of the Annual Fee and the User’s Charge. Such sum will be payable monthly on the first day of the month. The Grantee will issue a Payment Notice to the Grantor no later than May 1st of each year setting out the amount to be paid for the ensuing 12 month period and the dates on which such fees are payable

3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

4. GRANT OF RENT CHARGE

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

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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 "H1"
Rent Charge Water for Phase 6 Strata Lots

[see attached]

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT made this 1stth day of May, 2021

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

3. GRANTOR'S COVENANTS

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

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

and the Grantor further covenants and agrees with the Grantee:

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

4. GRANT OF RENT CHARGE

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

5. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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 "I"
Filed Rent Charge Sewer for Existing Strata Lots

[see attached]

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA7383985 CA7383986

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

Mar-07-2019 16:34:48.007

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.

Sharon Anne MacMillan 74SIT8
Digitally signed by Sharon Anne MacMillan 74SIT8
Date: 2019.03.06 11:44:00 -08'00'

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: 54355.5166
28165 / 33464814 & 33464648

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))

WEDGEWOODS UTILITIES INC.

5403 BUCKINGHAM AVENUE
BURNABY

V5E 1Z9

BRITISH COLUMBIA
CANADA

Incorporation No
BC1152326

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)

Victoria Wu
Barrister & Solicitor
400, 725 Granville Street
Vancouver, B.C. V7Y 1G5
604.687.2242

Execution Date		
Y	M	D
18	11	16

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Victoria Wu
Barrister & Solicitor
400, 725 Granville Street
Vancouver, B.C. V7Y 1G5
604.687.2242

Y	M	D
18	11	16
18	12	04

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

Lourey Smith
Notary Public
Mareva at Lyford
Harbour Green, Lyford
P.O.Box N-3937
Nassau, 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.

FORM E_V24

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 52 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

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

**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

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; 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR'S SHARE OF UNEXPECTED COSTS

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

4. PAYMENT OF COSTS

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

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

Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund and the Grantor will pay such amounts all on or before the Due Date;

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

and the Grantor further covenants and agrees with the Grantee:

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

5. GRANT OF RENT CHARGE

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

6. RESERVE FUND

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

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

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

7. UNEXPECTED OPERATING COSTS.

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

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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.

**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.

Sharon Anne MacMillan 74SIT8
Digitally signed by Sharon Anne MacMillan 74SIT8
Date: 2019.03.06 11:42:27 -08'00'

I, Sharon MacMillan, 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.

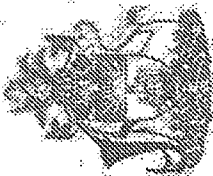
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated March 4, 2019

Sharon MacMillan

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)

FBC 08

(Section 196)

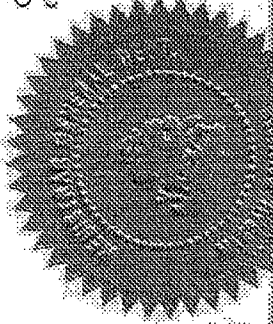
CERTIFICATE OF GOOD STANDING

No. 156248 B MOUNTAIN ADVENTURE LTD.

I, **DEIDRE 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 21st day of December, 2018

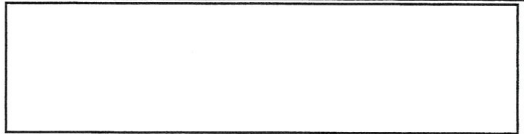


Deidre Clarke-Maycock

Acting Registrar General

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

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
400, 725 Granville Street

Vancouver

BC V7Y 1G5

604.687.2242
Client No: 010437 File No: 54355.5166
28165 / 33464814 & 33464648

See CA _____ for Certificate of Status

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))

WEDGEWOODS UTILITIES INC.

5403 BUCKINGHAM AVENUE
BURNABY

V5E 1Z9

BRITISH COLUMBIA
CANADA

Incorporation No
BC1152326

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

Transferor(s) Signature(s)

VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Y	M	D
18	11	16

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
18	11	16
18		

VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

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

Name: Galnom Ltd.

Per:

Per:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
18		
18		

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

Lourey Smith

LOUREY SMITH
Notary Public
Marina at Lyford
Harbour Creek Lyford
P.O. Box N-3937
NASSAU
The Bahamas

18

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

Ronique Bastian

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.



LAND TITLE ACT
FORM E

SCHEDULE

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 52 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

**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

**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

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; 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR'S SHARE OF UNEXPECTED COSTS

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

4. PAYMENT OF COSTS

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

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

Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund and the Grantor will pay such amounts all on or before the Due Date;

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

and the Grantor further covenants and agrees with the Grantee:

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

5. GRANT OF RENT CHARGE

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

6. RESERVE FUND

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

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

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

7. UNEXPECTED OPERATING COSTS.

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

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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.

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

Apr-30-2019 12:25:37.007

CA7473260 CA7473261

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.

Sharon Anne
MacMillan
74SIT8

Digitally signed by Sharon
Anne MacMillan 74SIT8
Date: 2019.04.26
13:23:43 -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: 54355.5167
28165 / 35660486 & 33464842
See CA7383987 for Certificate of Status

Vancouver

BC V7Y 1G5

Document Fees: \$148.32

Deduct LTSA Fees? Yes

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

SEE SCHEDULESTC? 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))

WEDGEWOODS 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
19	2	8

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

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
19	2	8
19	2	14

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

Lourey Smith
Notary Public
Mareva at Lyford
Harbour Green, Lyford
P.O.Box N-3937
Nassau, 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.

**LAND TITLE ACT
FORM E**

SCHEDULE

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 76 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

**LAND TITLE ACT
FORM E**

SCHEDULE

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

**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

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; 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR'S SHARE OF UNEXPECTED COSTS

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

4. PAYMENT OF COSTS

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

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

Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund and the Grantor will pay such amounts all on or before the Due Date;

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

and the Grantor further covenants and agrees with the Grantee:

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

5. GRANT OF RENT CHARGE

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

6. RESERVE FUND

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

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

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

7. UNEXPECTED OPERATING COSTS.

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

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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

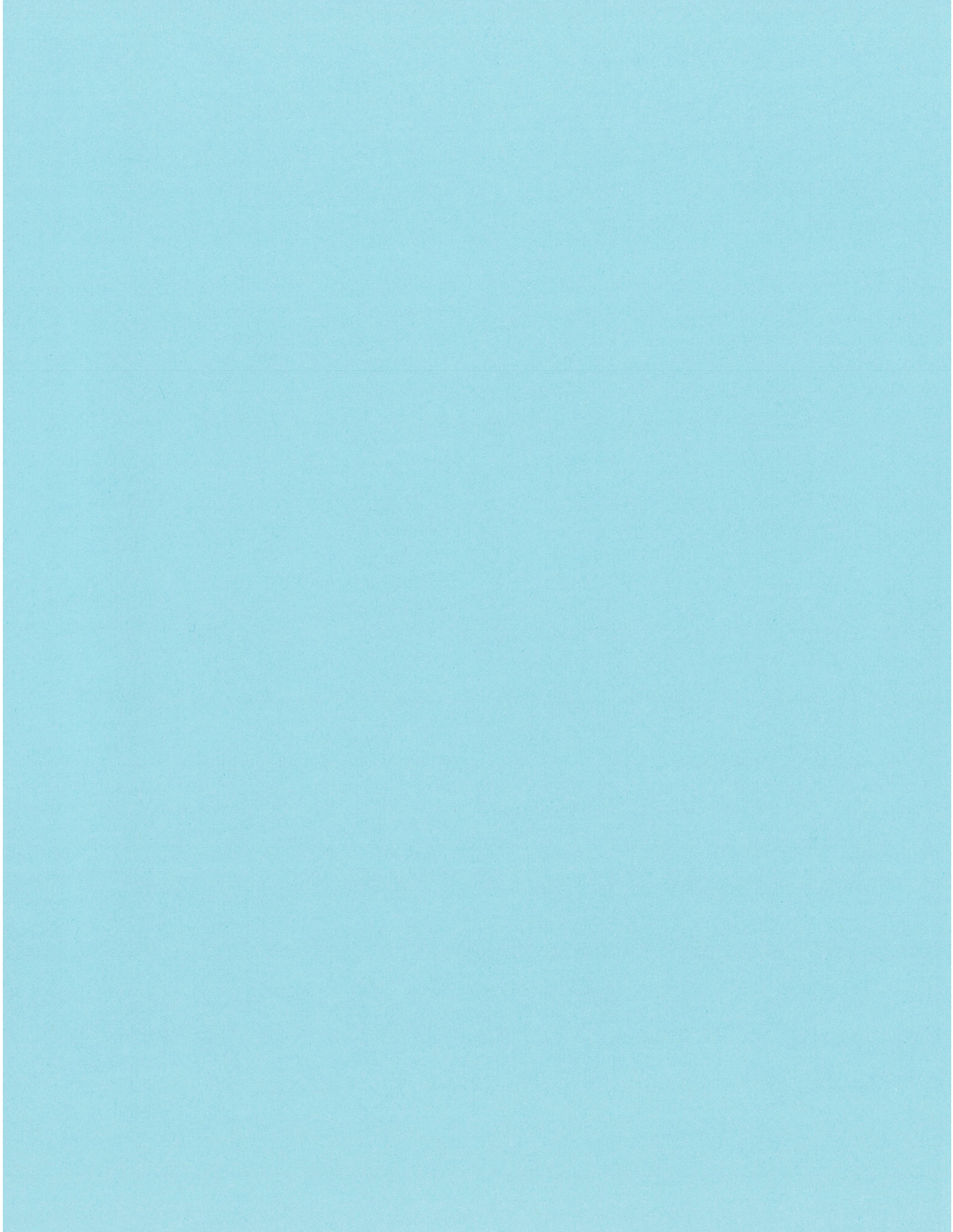
For \$1.00 and other good and valuable consideration, MOUNTAIN ADVENTURE LTD., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

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.



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

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
400, 725 Granville Street

604.687.2242
Client No: 010437 File No: 54355.5167
28165 / 35660486 & 33464842
See CA 7383987 for Certificate of Status

Vancouver BC V7Y 1G5

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))

WEDGEWOODS UTILITIES INC.

5403 BUCKINGHAM AVENUE
BURNABY

V5E 1Z9

BRITISH COLUMBIA
CANADA

Incorporation No
BC1152326

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, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
19	2	8
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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

LYNN I. RAMSAY, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
19 18	2	8
18		

Transferor / Borrower / Party Signature(s)

WEDGEWOODS UTILITIES INC., by
its authorized signatory(ies):

Name: David Ehrhardt

Name:

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

Name: Galnom Ltd.

Per:

Per:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

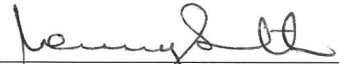
Transferor / Borrower / Party Signature(s)

Y	M	D
19		
19	2	14

WEDGEWOODS UTILITIES INC., by its authorized signatory(ies):

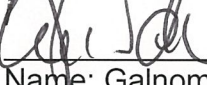
Name: David Ehrhardt

Name:



Lourey Smith
Notary Public
Marina at Lyford
Harbour Green Lyford
P.O. Box N3937
NASSAU
BAHAMAS

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

 Ronique E. Bast
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.

**LAND TITLE ACT
FORM E**

SCHEDULE

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 76 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NWD STRATA PLAN BCS3916

**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

**LAND TITLE ACT
FORM E**

SCHEDULE

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

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; 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR’S SHARE OF UNEXPECTED COSTS

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

4. PAYMENT OF COSTS

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

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

Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund and the Grantor will pay such amounts all on or before the Due Date;

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

and the Grantor further covenants and agrees with the Grantee:

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

5. GRANT OF RENT CHARGE

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

6. RESERVE FUND

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

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

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

7. UNEXPECTED OPERATING COSTS.

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

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and distress 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 "11"
Rent Charge Sewer Phase 6 Strata Lots

[see attached]

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 other 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 \$1250._ 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 1st of each year setting out the Annual Fee to be paid for the ensuing 12 month period and the dates on which such fees are payable.

3. GRANTOR’S SHARE OF UNEXPECTED COSTS

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

4. PAYMENT OF COSTS

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

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

Costs, and/or the Unexpected Costs and/or the Unexpected Operating Costs and/or the Reserve Fund and the Grantor will pay such amounts all on or before the Due Date;

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

and the Grantor further covenants and agrees with the Grantee:

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

5. GRANT OF RENT CHARGE

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

6. RESERVE FUND

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

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

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

7. UNEXPECTED OPERATING COSTS.

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

8. GRANTEE'S REMEDIES

The Grantor agrees that:

- (a) if the Grantor defaults in payment of all or any part of any part of the Indebtedness for any period of 60 days or more, then the Grantee may, at any time thereafter enter upon the Lot and 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.

EXHIBIT “J”
Legal Description and registered legal notations, charges and encumbrances

[see attached]

EXHIBIT “J”

LEGAL DESCRIPTIONS, EXISTING ENCUMBRANCES AND LEGAL NOTATIONS

AND PROPOSED ENCUMBRANCES

1. **LEGAL DESCRIPTIONS OF THE LANDS, EXISTING STRATA LOTS, and PHASE 6 STRATA LOTS**

PID:	Legal Description
027-752-330	Lot A District Lot 2247 Group 1 New Westminster District Plan BCP39086 Except Strata Plan BCS3916 (Phase 1, 2 & 3) (“ Lands ”)
030-726-034	Strata Lot 70 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916 (“ Strata Lot 70 ”)
030-765-811	Strata Lot 83 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916 (“ Strata Lot 83 ” and together with Strata Lot 70, “ Existing Strata Lots ”)
NPA	Strata Lots 89 to 108 District Lot 2247 Group 1 New Westminster District Strata Plan BCS3916 (collectively, “ Phase 6 Strata Lots ”)

EXHIBIT "J"

2. EXISTING ENCUMBRANCES AND LEGAL NOTATIONS

2.1 The Lands, Existing Strata Lots and Common Property (collectively "All" unless noted otherwise:

Legal Notations:

- (a) BB1180553, CA2642905 and CA5672793 and CA6923906 and CA7405947 (All),
Phased Strata Plan Declaration and amendments copies of which are attached as Exhibit "C".
- (b) BB1180573 (Common Property only)
Restrictive covenant annexed to the common property of the Phase 1 Strata Lots which prohibits removal of trees or vegetation from the non-disturbance areas on each Strata Lot.
- (c) BB1186419 (All)
Personal Property Security Act Notice filed by Mountain Adventure Ltd which will be discharged concurrently with the discharge of Mortgage and Assignment of Rents BB186415 and BB186416.
- (d) BB3019906 and LB418628 (All)
Notices of Permits under Part 26 of the Local Government Act.
- (e) CA6292468 (Common Property)
Easement over common property in favour of Wedgewoods for access works and utilities which was a condition of approval of the Strata Plan for Phase 2 and subsequent phases. The easement is to ensure access to Riverside Drive by subsequent phases of the Strata Corporation.
- (f) CA5688769 (except Strata Lot 12) (All)
Notice of Interest, Builders Lien Act.
To be released on the closing of a sale of a strata lot.
- (f) CA7473271 (Lands only)
Easement over those parts of Strata Lots 85-88 shown on Plan EPP90413 in favour of Lot A which permits the installation of storm drainage system within the Easement Area.

Charges:

(a) 364958M (All)

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

(b) B77188 (Lands and Common Property only)

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

(c) BB1225298 (Lands and Common Property only)

Statutory Right of Way in favour of the District allowing unrestricted emergency use by the District and public vehicular and pedestrian use of the Statutory Right of Way Area as shown on Plan BCP42862. The Right of Way Area is the common area road adjacent to Strata Lots 1, 2, 3 and 5, Strata Plan BCS3916 and Strata Lot 4.

(d) BB1225301 (Common Property only)

Section 219 Covenant in favour of the District over those portions of shown on Plan BCP42863 for a Highway Buffer Area and a Riparian Area, each as defined therein. The Highway Buffer Area is those portions of Strata Lot 12 lying no less than 20 metres on both sides of Highway 99. The Highway Buffer must be preserved in its natural state and no vegetation, including trees, may be trimmed, pruned or removed and no structures of any kind located within that area without the consent of the District or as required by the Ministry of Transportation. The Riparian Area is those areas which are no less than 30 metres from the natural boundary on both sides of Green River and Wedgemount Creek and no less than 15 metres from the natural boundaries of the ephemeral tributaries at the north and south ends of Strata Lot 12. The Riparian Area must be preserved in its natural state and no vegetation may be removed unless it constitutes a fire hazard. The only permitted improvements are those allowed under the Zoning Amendment Bylaw 1036, 2007 and the improvements must be constructed so as to cause a minimum of disturbance to the natural drainage patterns of Strata Lot 12. No soil may be removed from or placed on the Riparian Area and no pesticides, herbicides or other deleterious substances may be used on Strata Lot 12.

(e) BB1225303 (Common Property only)

Section 219 Covenant in favour of the District requiring compliance with the applicable zoning regulations, establishing maximum floor areas for principal buildings, requiring compliance with the Fire Smart and Sustainable Design Guidelines attached to the Covenant and requiring compliance with environmental monitoring and reporting conditions ;

(f) BB1225308 (Common Property only)

Statutory Right of Way in favour of the District charges the Common Property and Strata Lot 12. Right of Way Area is shown on Plan BCP42864. Permits the District and members of the public the full free and uninterrupted right to use the Right of Way Area on foot or with bicycles, scooters and similar motorized vehicles of any kind and to use the benches, picnic areas and the recreation trail within the Right of Way Area. A portion of the Lands may be subject to hazards as identified in the Reports of Trow and Associates copies of which are attached to the Covenant.

(g) BB1253371 (All)

Section 219 Covenant in favour of the Ministry of Tourism, Sport and the Arts of the Province of British Columbia which locates Archaeological Sites. No construction or disturbance of the ground is permitted in the designated sites.

(h) BB1180546 and BB1180547 (All)

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

(i) BB1180551 (All)

Statutory Right of Way in favour of BC Hydro. The right of way area is shown on Plan BCP42791. The right of way allows the installation, replacement, maintenance and operation of works for transmitting and distributing electricity and telecommunications, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works.

(j) BB1180575 (All)

Statutory Right of Way In favour of Wedgewoods Utilities Inc. permitting installation, maintenance and operation of works, including a water reservoir, waterlines and water works for the provision of water as shown on the sketch plan attached to the Statutory Right of Way.

(k) BB1180577 (Common Property only)

Statutory Right of Way in favour of Wedge Water Works Inc. permitting installation, maintenance and operation of works, including a sanitary sewer treatment plant, sanitary sewer lines, and access to the same, as shown on the sketch plan attached to the Statutory Right of Way.

- (l) BB1180579 (Common Property only)

Statutory Right of Way in favour of Wedgewoods permitting installation, maintenance and operation of works, including a water reservoir, waterlines and water works for the provision of water as shown on the sketch plan attached to the Statutory Right of Way.

- (m) BB1186415 and BB1186416 (Existing Strata Lots and Lands)

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

- (n) CA3110108 (All)

Statutory Right of Way in favour of 11739484 Canada Inc. which allows the construction, operation, maintenance and replacement of buildings, structures, equipment and works required for the transmission of energy from Wedgemount Creek.

- (o) CA3110110 (Lands only)

Rent Charge in favour of Wedgewoods. The rent charge secures payment of the annual water availability fee and User's Fees as described in the Rent Charge and may be discharged concurrently with filing the Strata Plan in the Land Title Office.

- (p) CA4433571 (All)

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

- (q) CA5158365 Covenant in favour of the District (Common Property only)

Section 219 Development Lands Covenant in favour of the District which established the requirements for subdivision of Lot A into more than 96 parcels.

- (r) CA6292468 (All)

Easement charging the Lands in favour of the Strata Corporation providing: (i) access from the Common Property to the remainder of the Lands, and (ii) placing, maintaining and operating improvements within the Easement Area as shown on Schedule "A" of the Easement required for the provisions of such access and utilities for the Common Property.

- (s) CA6292470 (All)

Section 219 Covenant in favour of the Province of British Columbia as represented by the Ministry of Transportation and Infrastructure restricting any improvements to be placed within the Covenant Area as shown on Schedule "A" of the Covenant. The Covenant Area is the Easement Area as described above designated for use as a common area roadway.

- (t) CA6292473 (All)

Statutory Right of Way in favour of Wedgewoods. The right of way is shown on Plan EPP65528. The right of way allows the installation and maintenance of a storm water sewage and access to the same.

- (u) CA6292502 (Existing Strata Lots and the Lands)

Rent Charge in favour of Wedgewoods Unities Inc. The rent charge secures payment of an annual water availability fee and the fee for water use as described in the rent charge.

- (v) CA6716556 (All)

Section 219 Covenant in favour of Squamish Lillooet Regional District restricting the number of lots to 108, requiring an advanced wastewater treatment plan, a well based source of potable water and access to Highway 99. It also restricts the area of the principle dwelling based on the size of the strata lot and generally determined in accordance with the applicable zoning bylaw and requires compliance with Fire Smart and Sustainable Design Guidelines. All construction must be supervised by a licensed Qualified Environmental Professional. The Covenant requires a 50 meter buffer for nests such as an eagle or burrowing owl.

A portion of the Lands may be subject to hazards as identified in the Reports of Trow and Associates copies of which are attached to the Covenant.

- (w) CA6923911 (All)

Statutory Right of Way in favour of Wedgewoods permitting installation, maintenance and operation of works, including ducts line cables and transformers as necessary from time to time for the provision of electricity. The Right of Way is shown on Plan EPP75255 a copy of which is attached to the Statutory Right of Way.

- (x) CA6923943 (Common Property and Lands only)

Road Access Statutory Right of Way in favour of Squamish-Lillooet Regional District permits use of the Right of Way Area for unrestricted emergency vehicular use, and public and pedestrian uses but not vehicular parking or pedestrian loitering or gathering. The Right of Way area is shown on plan EPP81192 a copy of which is attached to the Statutory Right of Way. May be partially released when the Phase 6 Strata Plan is registered in the Land Title Office.

- (y) CA7383983 Rent Charge (Strata Lot 70 only)

Rent Charge securing the obligation of the owner of the Strata Lot to pay fees for the provision of water being an annual fee until such time as the lot is connected to the Waterworks System and thereafter a fee which is the greater of the Annual Fee and the User's Charge. The Fee is payment on the first day of each month and is determined annually. It secures payment of an annual water availability fee and the fee for water use as described in the rent charge.

(z) CA7383985 Rent Charge (Strata Lot 70 only)

Rent Charge securing the obligation of the owner of the Strata Lot to pay an annual fee for the use and maintenance of the Community Sewer System. The fee is established annually and payable on the first days of January, May and September in each year. In addition to the Annual Fee the owner must pay its share (1/108) of any unexpected costs and contribute to a reserve fund.

(aa) CA7383987 Section 219 Covenant in favour of Wedgewoods Utility (Strata Lot 70 only)

Prohibits use of potable water supply to water any area of Lawn exceeding 0.1 acre.

(bb) CA7383990 Section 219 Covenant in favour of SLRD and the Province (Strata Lot 70 only)

Geotechnical Covenant in favour of the Province and SLRD Development Covenant prohibiting development (including earth moving, blasting, retaining structures etc) unless in compliance with the Cordileran Report which is be attached as a Schedule to the Covenant and prohibits construction of any building or structures unless they are within the boundaries of the Building Envelope (copies attached as Exhibit "O");

(cc) CA7383992 Building Scheme (Strata Lot 70 only)

The Building Scheme prohibits construction of any structure or improvement on a Strata Lot which does not comply with the Schedule of Restrictions contained in the Building Scheme and requires that the designated approving agent approve all plans and specifications for such structure or improvement. The Approving Agent is 0877103 B.C. Ltd., a company incorporated and controlled by the Developers at the time of incorporation. All plans and specifications submitted for approval must comply with the requirements set out in the Architectural Design Guidelines which form part of the Building Scheme.

(dd) CA7473258 (Strata Lot 83 only)

Rent Charge securing the obligation of the owner of the Strata Lot to pay an annual fee for the use and maintenance of the Community Sewer System. The fee is established annually and payable on the first days of January, May and September in each year. In addition to the Annual Fee the owner must pay its share (1/108) of any unexpected costs and contribute to a reserve fund.

(ee) CA7473260 (Strata Lot 83 only)

Rent Charge securing the obligation of the owner of the Strata Lot to pay fees for the provision of water being an annual fee until such time as the lot is connected to the Waterworks System and thereafter a fee which is the greater of the Annual Fee and the User's Charge. The Fee is payment on the first day of each month and is determined annually. It secures payment of an annual water availability fee and the fee for water use as described in the rent charge CA7473262 Covenant in favour of Wedgewoods Utility (Strata Lot 83 only);

Prohibits use of potable water supply to water any area of Lawn exceeding 0.1 acre

- (ff) CA7473265 Covenant in favour of SLRD and Province (Strata Lot 83 only);

Covenant in favour of the Province and SLRD Development Covenant prohibiting development (including earth moving, blasting, retaining structures etc) unless in compliance with the Cordilleran Report which will be attached as a Schedule to the Covenant and prohibits construction of any building or structures unless they are within the boundaries of the Building Envelope (copies attached as Exhibit "L");

- (gg) CA7473267 Building Scheme (Strata Lot 83 only);

The Building Scheme prohibits construction of any structure or improvement on a Strata Lot which does not comply with the Schedule of Restrictions contained in the Building Scheme and requires that the designated approving agent approve all plans and specifications for such structure or improvement. The Approving Agent is 0877103 B.C. Ltd., a company incorporated and controlled by the Developers at the time of incorporation. All plans and specifications submitted for approval must comply with the requirements set out in the Architectural Design Guidelines which form part of the Building Scheme.

- (hh) CA7473277 (Lands only)

Easement charging Strata Lot 88 Strata Plan BCS3916, over part in Plan EPP89938 in favour of Lot A which permits the installation of storm drainage system within the Easement Area;

- (ii) CA7609527 (Lands only)

Statutory Right of Way to BC Hydro in favour of BC Hydro. The Right of Way allows for the installation, replacement, maintenance and operation of works for transmitting and distributing electricity and telecommunications, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works;

- (jj) CA7609528 (Lands only)

Statutory Right of Way in favour of Telus. The Right of Way allows for the installation, replacement, maintenance and operation of all things and components using any type of technology or means necessary or convenient for the purpose of telecommunications and data transmission, including

underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works;

(kk) CA7636573 (Common Property only)

Statutory Right of Way in favour of BC Hydro. The Right of Way allows for the installation, replacement, maintenance and operation of works for transmitting and distributing electricity and telecommunications, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works;

(ll) CA7636574 (Common Property only)

Statutory Right of Way in favour of Telus. The Right of Way allows for the installation, replacement, maintenance and operation of all things and components using any type of technology or means necessary or convenient for the purpose of telecommunications and data transmission, including underground lines, cables, conduits and pipes of every kind together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers including any associated protective installations and related works;

(mm) CA8064128 (All)

Mortgage of Right of Way CA6923911 in favour of Industrial Alliance and Financial Services Inc.;

(nn) CA8064130 (All)

Mortgage of Right of Way CA3110108 in favour of Industrial Alliance and Financial Services Inc.

2.2 Phase 6 Strata Lots

- (a) The Phase 6 Strata Lots will be subject to the charges noted in Section 2.1 unless they are discharged prior to or concurrently with the filing of the Preliminary Phase 6 Strata Plan.
- (b) A rent charge with respect to the sewer system, substantially in the form attached as Exhibit "I1" securing the obligation of the owner of the Strata Lot to pay an annual fee for the use and maintenance of the Community Sewer System. The fee is established annually and payable on the first days of January, May and September in each year. In addition to the Annual Fee the owner must pay its share (1/108) of any unexpected costs and contribute to a reserve fund.
- (c) A Rent Charge in favour of Wedgewoods Utilities Inc., a copy of which is attached as Exhibit " H1" securing the payment of fees for the provision of water and an annual fee until such time as the lot is connected to the Waterworks

System and thereafter a fee which is the greater of the Annual Fee and the User's Charge. The Fee is payment on the first day of each month and is determined annually. It secures payment of an annual water availability fee and the fee for water use as described in the rent charge.

- (d) A Section 219 Restrictive Covenant in favour of Wedgewoods limiting lawn and garden watering with potable water on each Strata Lot to 0.1 acre.
- (e) A Section 219 Covenant in favour of the District and the Province of British Columbia as represented by the Ministry of Transportation and Infrastructure prohibiting construction of any buildings or improvements outside the boundaries of the building envelopes to the areas shown on the plans attached as Schedule "L".
- (f) Declaration of Building Scheme, substantially in the form Declaration of Building Scheme, a copy of which is attached as Exhibit "K1". The Building Scheme prohibits construction of any structure or improvement on a Strata Lot which does not comply with the Schedule of Restrictions contained in the Building Scheme and requires that the designated approving agent approve all plans and specifications for such structure or improvement. The Approving Agent is 0877103 B.C. Ltd., a company incorporated and controlled by the Developers at the time of incorporation. All plans and specifications submitted for approval must comply with the requirements set out in the Architectural Design Guidelines which form part of the Building Scheme.
- (g) Statutory Rights of Way charging the Common Property or individual strata lots as may be required by Wedge Utilities Inc for the installation, maintenance and operation of the Community Water System and/or the Community Sewer System.
- (h) Statutory rights of way, charges and encumbrances required by any governmental authority as a condition of the approval of the strata plan for Phase 6.
- (i) Geotechnical Covenant in favour of the Province and SLRD Development Covenant prohibiting development (including earth moving, blasting, retaining structures etc) unless in compliance with the Cordileran Report which will be attached as a Schedule to the Covenant and prohibits construction of any building or structures unless they are within the boundaries of the Building Envelope (copies attached as Exhibit "L");
- (j) Statutory Right of Way in favour of the District for emergency and public access, with and without vehicles over portions of Lot A which will become common property of the Strata Corporation.

EXHIBIT "K"
Filed Building Schemes Existing Strata Lots

[see attached]

DECLARATION(S) ATTACHED

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Mar-07-2019 16:34:48.012
LAND TITLE AND SURVEY AUTHORITY

CA7383992

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.

Sharon Anne MacMillan 74SIT8	Digitally signed by Sharon Anne MacMillan 74SIT8 Date: 2019.03.06 16:53:15 -08'00'
------------------------------------	---

- 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)

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

604.687.2242
Client No: 010437 File No: 54355.5166
28165 / 33464387 & 33464320

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

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 52 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
- NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916

**LAND TITLE ACT
FORM 35
(SECTION 220)
DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST; CHARGE:

HEREWITH FEE OF \$5

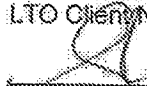
Building Scheme

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 52 to 75
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



VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2342

Execution Date

Y	M	D
18	11	16

Transferor(s) Signatures

28165 YUKON INC., by its
authorized signatory:

Name: David Ehrhart

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

[Handwritten Signature]

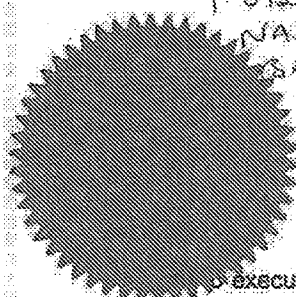
Louise Smith
Notary Public
Marina at Lyford
Herbier Circle Lyford
P.O. Box N 3937
NASSAU
B.S. & H.M.S.

Y	M	D
18	12	04

MOUNTAIN ADVENTURE LTD., by its authorized signatory:

[Handwritten Signature]
Theresa Haven-Adderley Ronique Bastian-Gainon Ltd.

As to Mortgage BB1186415 and Assignment of Rents BB1186416



(to be executed by Mountain Adventure Ltd.)

OFFICER CERTIFICATION

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

SCHEDULE OF RESTRICTIONS

1. For the purpose hereof and for the schedules attached hereto, the following words and phrases will have the following meanings:
 - (a) "Approving Agent" means 877103 B.C. Ltd.
 - (b) "Architectural Design Guidelines" means architectural design guidelines for the Lots as described on Schedule A; "Co-ordinating Architect" means a registered architect appointed and retained by the Approving Agent;
 - (c) "Improvement" means any building or structure (including landscaping) constructed or installed on the Lands;
 - (d) "Landscaping Architect" means a registered landscape architect appointed and retained by the Approving Agent;
 - (e) "Owners" means the persons registered in the Land Title Office from time to time as the owners of the Lots;
 - (f) "Plans and Specifications" means the plans and specifications described in Subsection 2(a) and approved by the Approving Agent in accordance with the provisions of this building scheme;
 - (g) "Regional District" means Squamish-Lillooet Regional District, presently located at 1350 Aster Street, Pemberton, B.C., V0N 2L0, or other local government or agency thereof having jurisdiction;
 - (h) "SLRD" means the Squamish-Lillooet Regional District;
 - (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

- 8 -

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 freed 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 OPCN 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: _____

**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.

Sharon Anne MacMillan 74SIT8	Digitally signed by Sharon Anne MacMillan 74SIT8 Date: 2019.03.07 16:19:01 -08'00'
------------------------------------	--

I, Sharon MacMillan, 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.

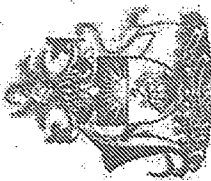
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated March 4, 2019

Sharon MacMillan

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)

IBC 08

CERTIFICATE OF GOOD STANDING

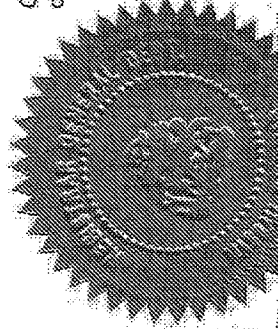
(Section 90)

No. 156248 B MOUNTAIN ADVENTURE LTD.

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

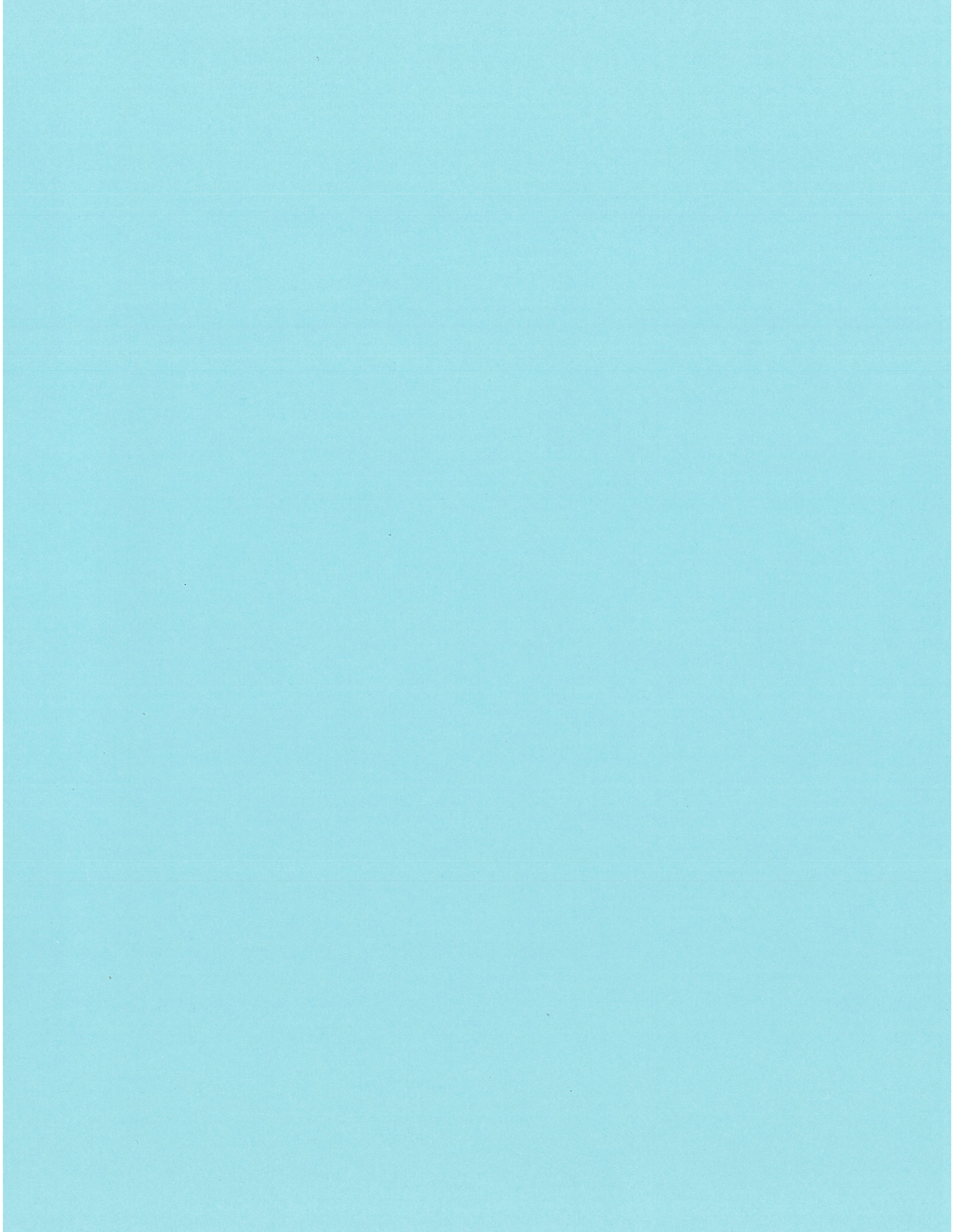
1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the 23rd day of February 2009 as Company No. 156248 on the Register of International Business Companies.
2. The name of the Company is still on the Register of International 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 21st day of December, 2018.



D. Maycock

Acting Registrar General



**LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING
LAND TITLE AND SURVEY AUTHORITY**

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.
- 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)

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

Vancouver

BC V7Y 1G5

604.687.2242

Client No: 010437 File No: 54355.5166

28165 / 33464387 & 33464320

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULESTC? 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

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 52 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 53 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 54 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 55 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 56 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 57 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 58 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 59 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 60 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 61 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 62 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 63 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 64 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 65 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 66 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 67 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 68 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 69 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 70 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 71 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 72 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 73 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 74 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR STRATA LOT 75 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916

**LAND TITLE ACT
FORM 35
(SECTION 220)
DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE:

HEREWITH FEE OF \$5

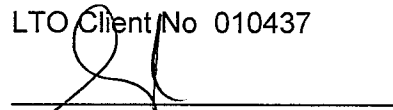
Building Scheme

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 52 to 75
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.

Officer Signatures

VICTORIA WU
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
18	11	16

Transferor(s) Signatures

28165 YUKON INC., by its
authorized signatory:

Name: David Ehrhardt

OFFICER CERTIFICATION:

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER


We, **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

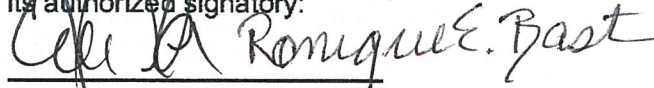
Transferor(s) Signatures



 Lourcy Smith
 Notary Public
 Havana at Lyford
 Harbour Area Lyford
 P.O. Box N3937
 NASSAU
 BAHAMAS.

Y	M	D
18	12	04

MOUNTAIN ADVENTURE LTD., by
 its authorized signatory:



Theresa Haven-Adderley Rohique Bastian-
 Galnom Ltd.
 As to Mortgage BB1186415 and
 Assignment of Rents BB1186416

(In witness whereof, the execution by Mountain Adventure Ltd.)

OFFICER CERTIFICATION

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

SCHEDULE OF RESTRICTIONS

1. For the purpose hereof and for the schedules attached hereto, the following words and phrases will have the following meanings:
 - (a) "Approving Agent" means 877103 B.C. Ltd.
 - (b) "Architectural Design Guidelines" means architectural design guidelines for the Lots as described on Schedule A; "Co-ordinating Architect" means a registered architect appointed and retained by the Approving Agent;
 - (c) "Improvement" means any building or structure (including landscaping) constructed or installed on the Lands;
 - (d) "Landscaping Architect" means a registered landscape architect appointed and retained by the Approving Agent;
 - (e) "Owners" means the persons registered in the Land Title Office from time to time as the owners of the Lots;
 - (f) "Plans and Specifications" means the plans and specifications described in Subsection 2(a) and approved by the Approving Agent in accordance with the provisions of this building scheme;
 - (g) "Regional District" means Squamish-Lillooet Regional District, presently located at 1350 Aster Street, Pemberton, B.C., V0N 2L0, or other local government or agency thereof having jurisdiction;
 - (h) "SLRD" means the Squamish-Lillooet Regional District;
 - (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;

- (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

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.

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;

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.

8. GRADING AND DRAINAGE

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

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

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

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

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

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

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

9. DRIVEWAYS PARKING AND WALKWAYS

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

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

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

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

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

10. LANDSCAPING

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

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

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

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

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

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

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

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

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

11. SNOW MANAGEMENT

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

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

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

12. ANTENNAS AND SATELLITE DISHES

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

13. DOG KENNELS

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

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.

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:

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
 FORM 17 CHARGE, NOTATION OR FILING Apr-30-2019 12:25:37.012
 LAND TITLE AND SURVEY AUTHORITY

CA7473267

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.
- 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.

Sharon Anne
 MacMillan
 74SIT8

Digitally signed by Sharon
 Anne MacMillan 74SIT8
 Date: 2019.04.26
 14:26:32 -07'00'

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: 54355.5167
 28165 / 35660704 & 33464579
 See CA7383987 for Certificate of Status

Vancouver

BC V7Y 1G5

Document Fees: \$74.16

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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 76 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
 - NO PID NMBR STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916

**LAND TITLE ACT
FORM 35
(SECTION 220)
DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE:

HEREWITH FEE OF \$5

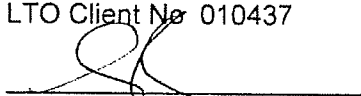
Building Scheme

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 76 to 88
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.

Officer Signatures

Execution Date

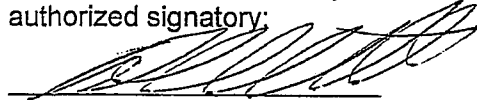
Transferor(s) Signatures



LYNN I. RAMSAY, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Y	M	D
18	2	8
19		

28165 YUKON INC., by its
authorized signatory:



Name: David Ehrhardt

OFFICER CERTIFICATION:

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

We, **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

Henry Smith

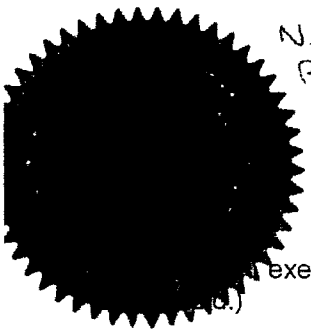
 Henry Smith
 Notary Public
 Havana at Lyford
 Harbour Avenue Lyford
 P.O. Box N3937
 NASSAU
 BAHAMAS

Y	M	D
19	2	14

MOUNTAIN ADVENTURE LTD., by its authorized signatory:

Theresa Haven-Adderley

 Theresa Haven-Adderley
 Ronique Bastian
 As to Mortgage BB1186415 and
 Assignment of Rents BB1186416



Execution by Mountain Adventure
 (d.)

OFFICER CERTIFICATION

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

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;

- (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

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.

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;

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.

8. **GRADING AND DRAINAGE**

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

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

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

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

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

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

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

9. **DRIVEWAYS PARKING AND WALKWAYS**

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

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

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

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

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

10. LANDSCAPING

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

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

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

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

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

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

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

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

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

11. SNOW MANAGEMENT

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

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

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

12. ANTENNAS AND SATELLITE DISHES

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

13. DOG KENNELS

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

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.

WILDFIRE PROTECTION GUIDELINES CHECKLIST

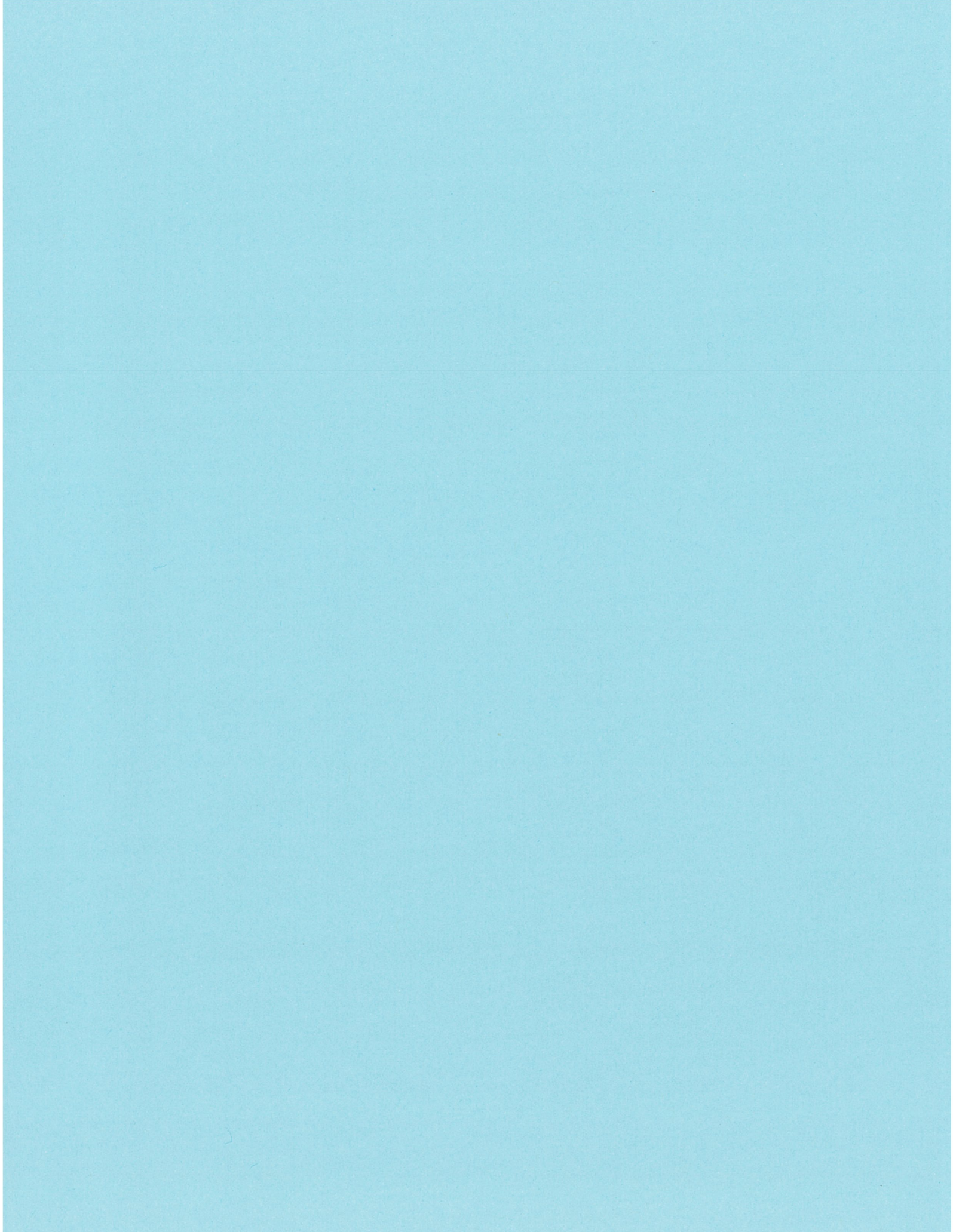
Strata Lot # _____

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	<p>Building Permit Plans include:</p> <p>A) Location of all existing and proposed structures, parking areas and driveways;</p> <p>B) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and</p> <p>C) Building elevations indicating the type of materials to be used on the exterior and roof of the building.</p>			

Completed as of _____

Name:

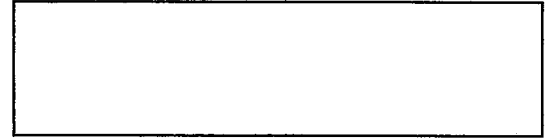
Name:



**LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING
LAND TITLE AND SURVEY AUTHORITY**

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,
- 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)

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

604.687.2242
Client No: 010437 File No: 54355.5167
28165 / 35660704 & 33464579
See CA7383987 for Certificate of Status

Vancouver

BC V7Y 1G5

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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 76 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 77 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 78 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 79 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 80 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 81 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 82 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 83 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 84 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 85 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 86 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 87 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916
NO PID NMBR	STRATA LOT 88 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916

**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:

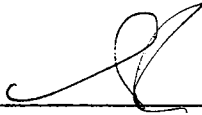
28165 Yukon Inc. (Incorporation No. 57097A), of
5403 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
("Yukon")

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 76 to 88
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.

Officer Signatures



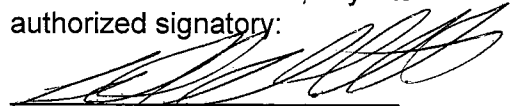
LYNN I. RAMSAY, QC
BARRISTER & SOLICITOR
400 - 725 GRANVILLE STREET
VANCOUVER, B.C. V7Y 1G5
(604) 687-2242

Execution Date

Y	M	D
18 19	2	8

Transferor(s) Signatures

28165 YUKON INC., by its
authorized signatory:



Name: David Ehrhardt

OFFICER CERTIFICATION:

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

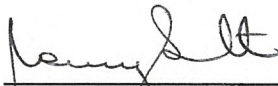
We, **MOUNTAIN ADVENTURE LTD.** (a corporation incorporated under the laws of Netherlands) having an office at Lyford Financial Centre #2, P.O. Box AP-59223, Nassau, Bahamas, the holder of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

Officer Signatures

Execution Date

Transferor(s) Signatures



 Henry Smith
 Notary Public
 Havana at Lyford
 Harbour Creek Lyford
 P.O. Box N3937
 NASSAU
 BAHAMAS

Y	M	D
19	2	14



MOUNTAIN ADVENTURE LTD., by
 its authorized signatory:



 Galorn Ltd.-Theresa Haven-Adderley
 Ronique Bastian
 As to Mortgage BB1186415 and
 Assignment of Rents BB1186416



execution by Mountain Adventure
 (d.)

OFFICER CERTIFICATION

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

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;

- (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

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.

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;

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.

8. GRADING AND DRAINAGE

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

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

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

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

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

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

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

9. DRIVEWAYS PARKING AND WALKWAYS

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

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

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

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

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

10. LANDSCAPING

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

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

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

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

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

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

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

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

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

11. SNOW MANAGEMENT

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

11.2 Balconies should preferably be covered or recessed into the building and snow shedding from one roof to another should be avoided. Eave troughs are vulnerable to damage from snow and ice and are therefore not recommended. Aluminium, vinyl or 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.

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:

EXHIBIT "K1"
Building Scheme for Phase 6 Strata Lots

[see attached]

**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 54355.5181

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 89 to 108
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.

Officer Signatures

Execution Date

Y	M	D
21		

Transferor(s) Signatures

28165 YUKON INC., by its authorized signatory:

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.

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						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <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: top;">21</td> <td></td> <td></td> </tr> </tbody> </table>	Y	M	D	21			<p>MOUNTAIN ADVENTURE LTD. by its Corporate Director, GALNOM LTD. by its authorized signatories:</p> <p>_____</p> <p>Name:</p> <p>_____</p> <p>Name:</p> <p>As to Mortgage BB1186415 and Assignment of Rents BB1186416</p>
Y	M	D						
21								
<p>(as to execution by Mountain Adventure Ltd.)</p>								

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) “Development Permit” means a permit issued by the Regional District pursuant to the Development Permit Area Guidelines for Electoral Area C;
 - (d) “Improvement” means any building or structure (including landscaping) constructed or installed on the Lands;
 - (e) “Landscaping Architect” means a registered landscape architect appointed and retained by the Approving Agent;
 - (f) “Owners” means the persons registered in the Land Title Office from time to time as the owners of the Lots;
 - (g) “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;
 - (h) “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;
 - (i) “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. 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;
 - (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) obtaining a Development Permit;

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 requirements for a Development Permit; and
 - (d) in compliance with the requirements of the Squamish-Lillooet Regional District zoning bylaws and regulations and the current applicable building code l;
 - (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 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 comply with the requirements of the Development Permit. Composite slate and architectural shingle materials will be considered if they maintain the stability and aesthetic integrity and three dimensional character. Standard asphalt shingles will not be acceptable. Metal roofs may be considered but only in earth tone or natural colours and the profile and seam pattern must be acceptable to the Approving Agent.

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

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

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

4.9 Large roof overhangs with deep fascia boards are encouraged.

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

5. CHIMNEYS

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

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.

8. GRADING AND DRAINAGE

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

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

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

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

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

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

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

9. DRIVEWAYS PARKING AND WALKWAYS

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

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

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

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

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

10. **LANDSCAPING**

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

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

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

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

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

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

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

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

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

11. **SNOW MANAGEMENT**

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

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

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

12. ANTENNAS AND SATELLITE DISHES

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

13. DOG KENNELS

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

14. WATER METERS

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

EXHIBIT “L”
Sketch Plan for Building Envelopes for Phase 6 Strata Lots

[see attached]

**SKETCH OF STRATA LOT 89
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

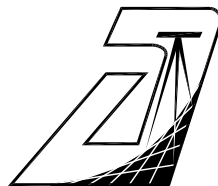
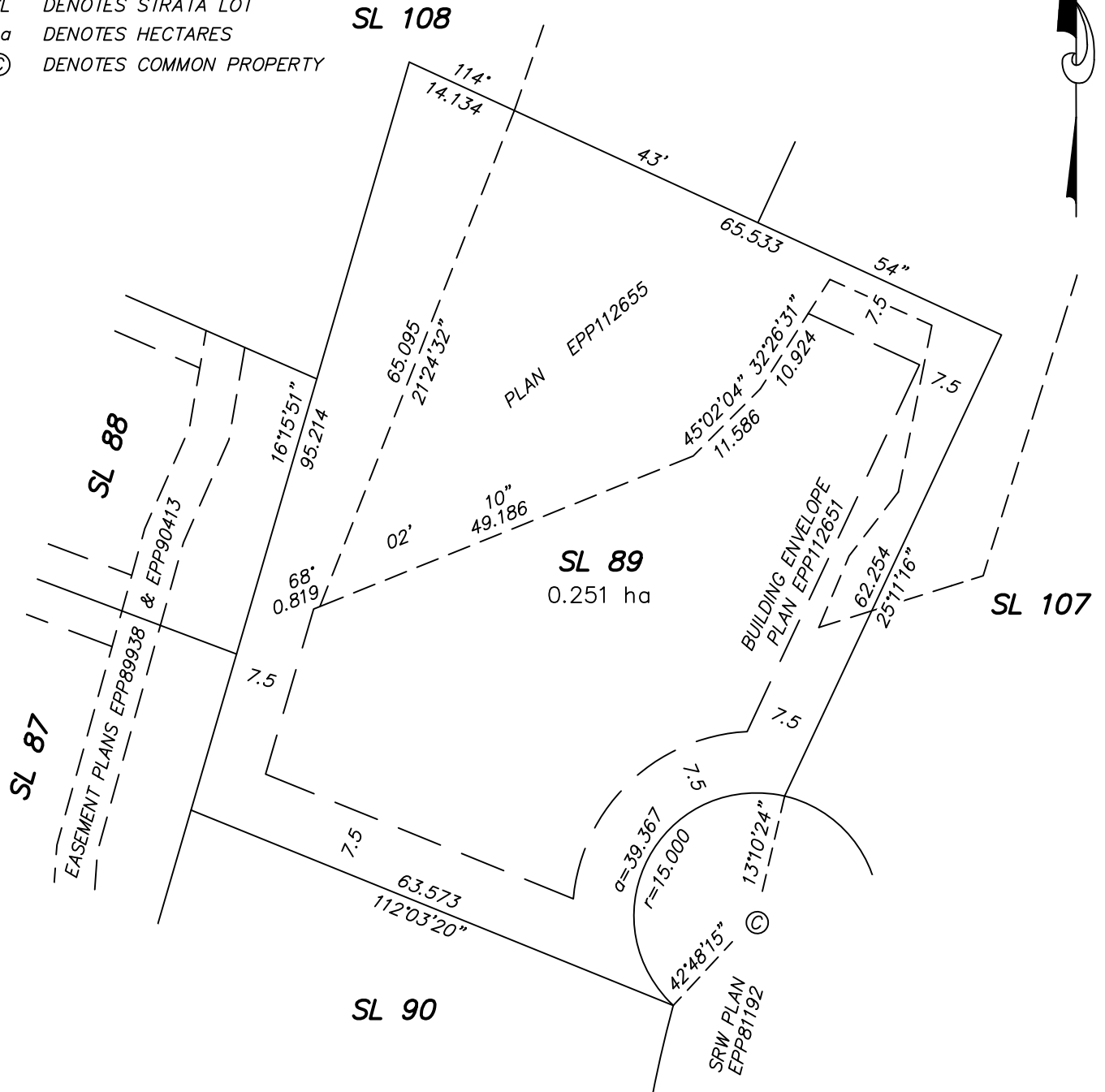


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL89)

June 29, 2021

**SKETCH OF STRATA LOT 90
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75



SCALE 1 : 750

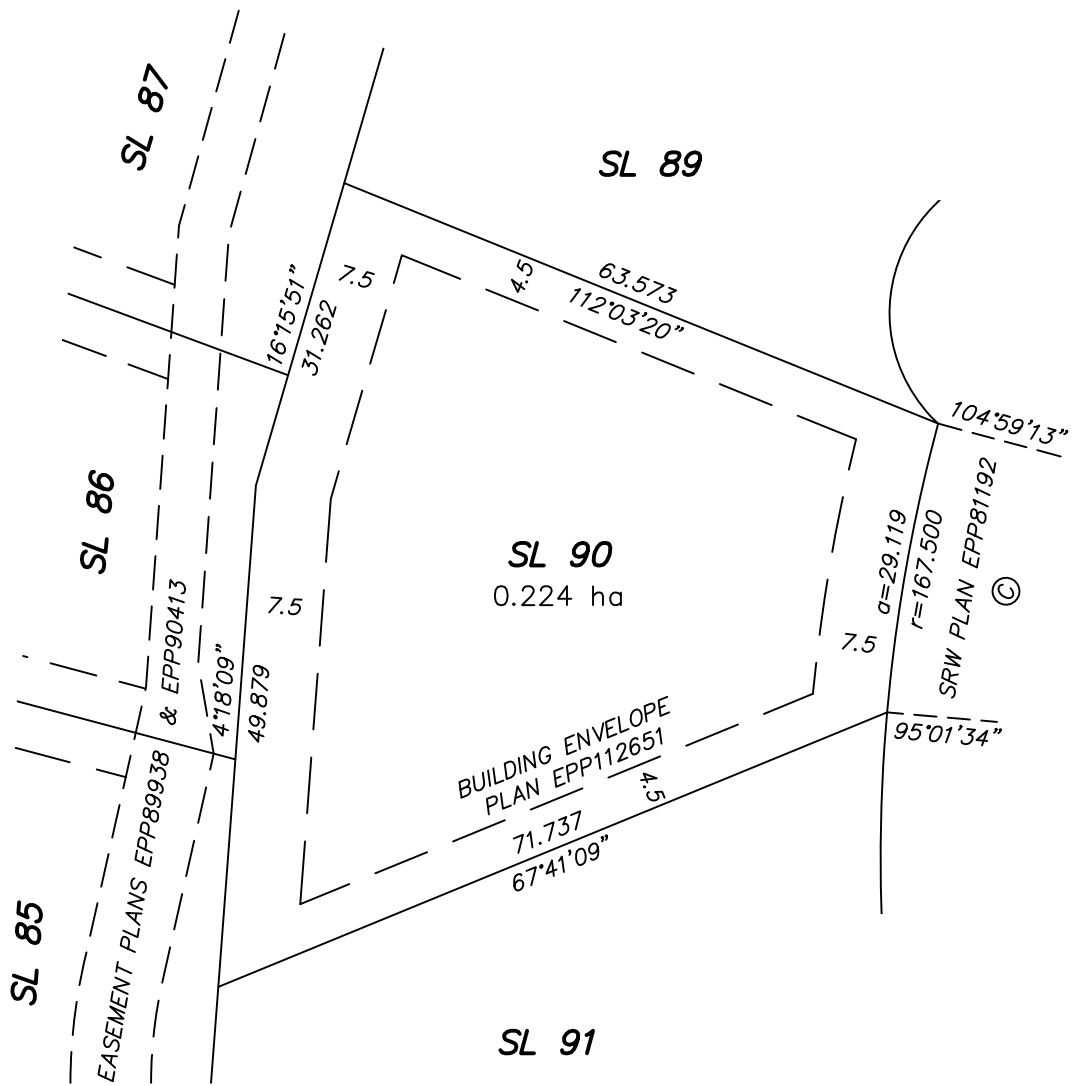
DISTANCES ARE IN METRES

LEGEND

SL DENOTES STRATA LOT

ha DENOTES HECTARES

© DENOTES COMMON PROPERTY



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL90)

June 29, 2021

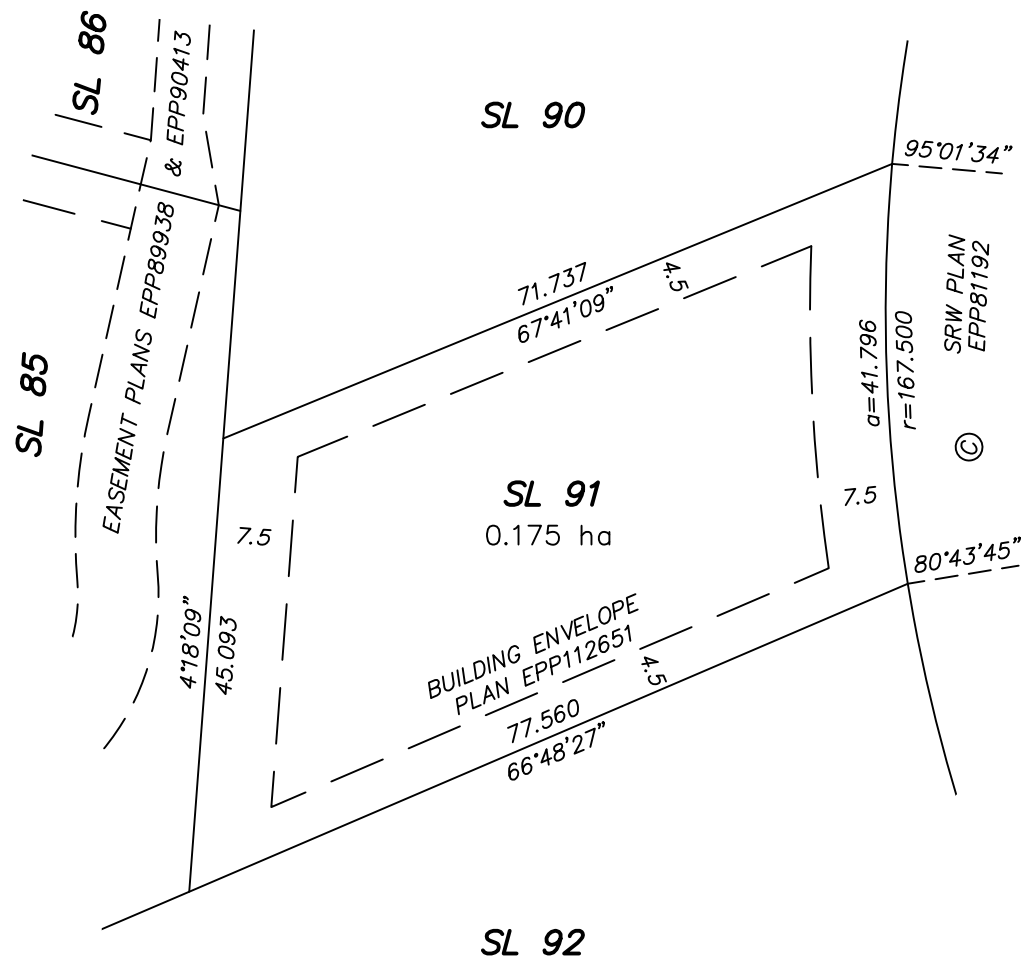
**SKETCH OF STRATA LOT 91
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



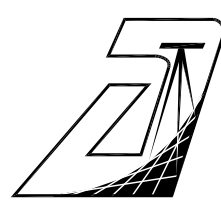
SCALE 1 : 750 DISTANCES ARE IN METRES

LEGEND

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



June 29, 2021



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL91)

**SKETCH OF STRATA LOT 92
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

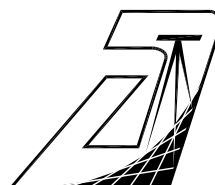
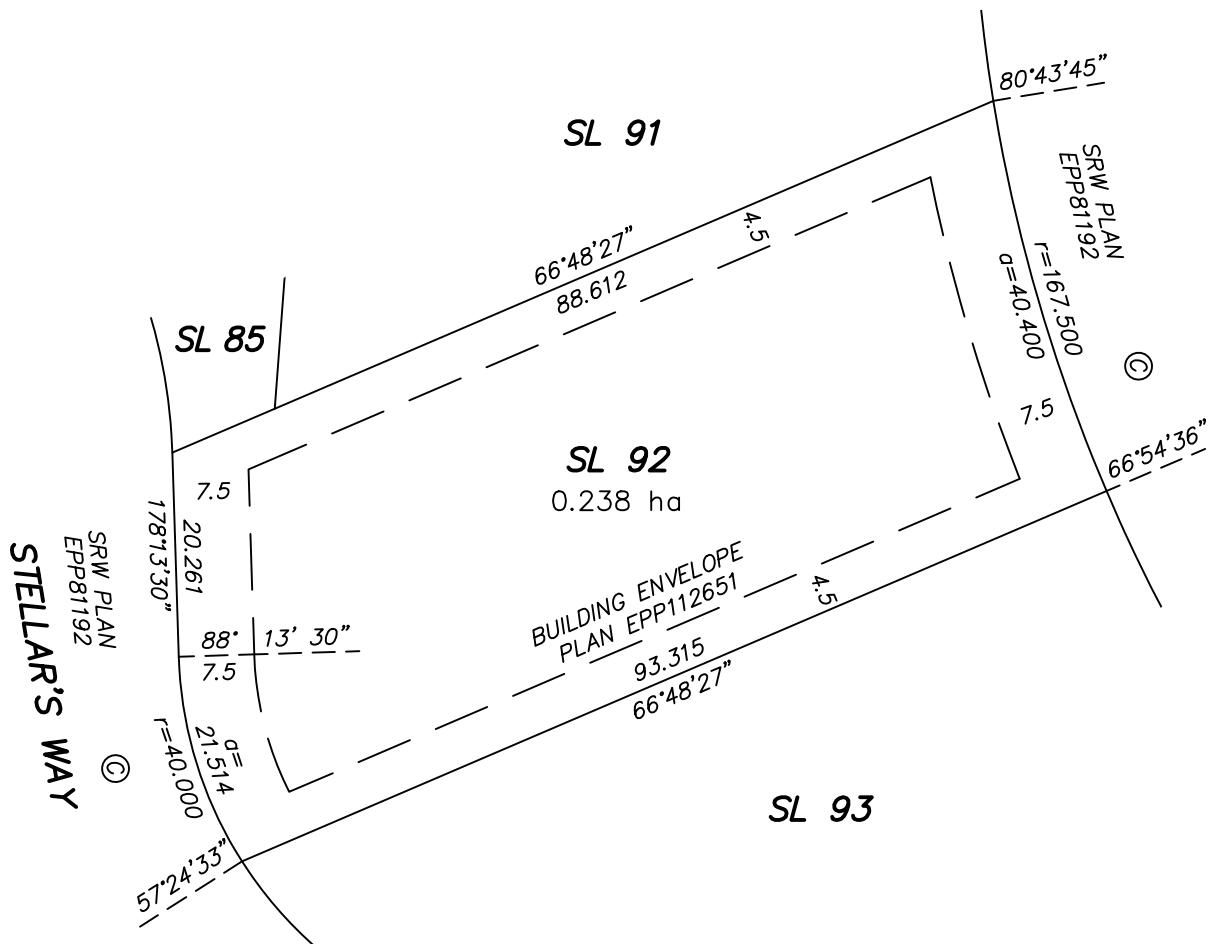


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL92)

June 29, 2021

**SKETCH OF STRATA LOT 93
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

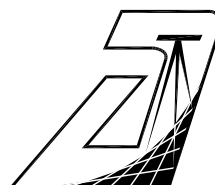
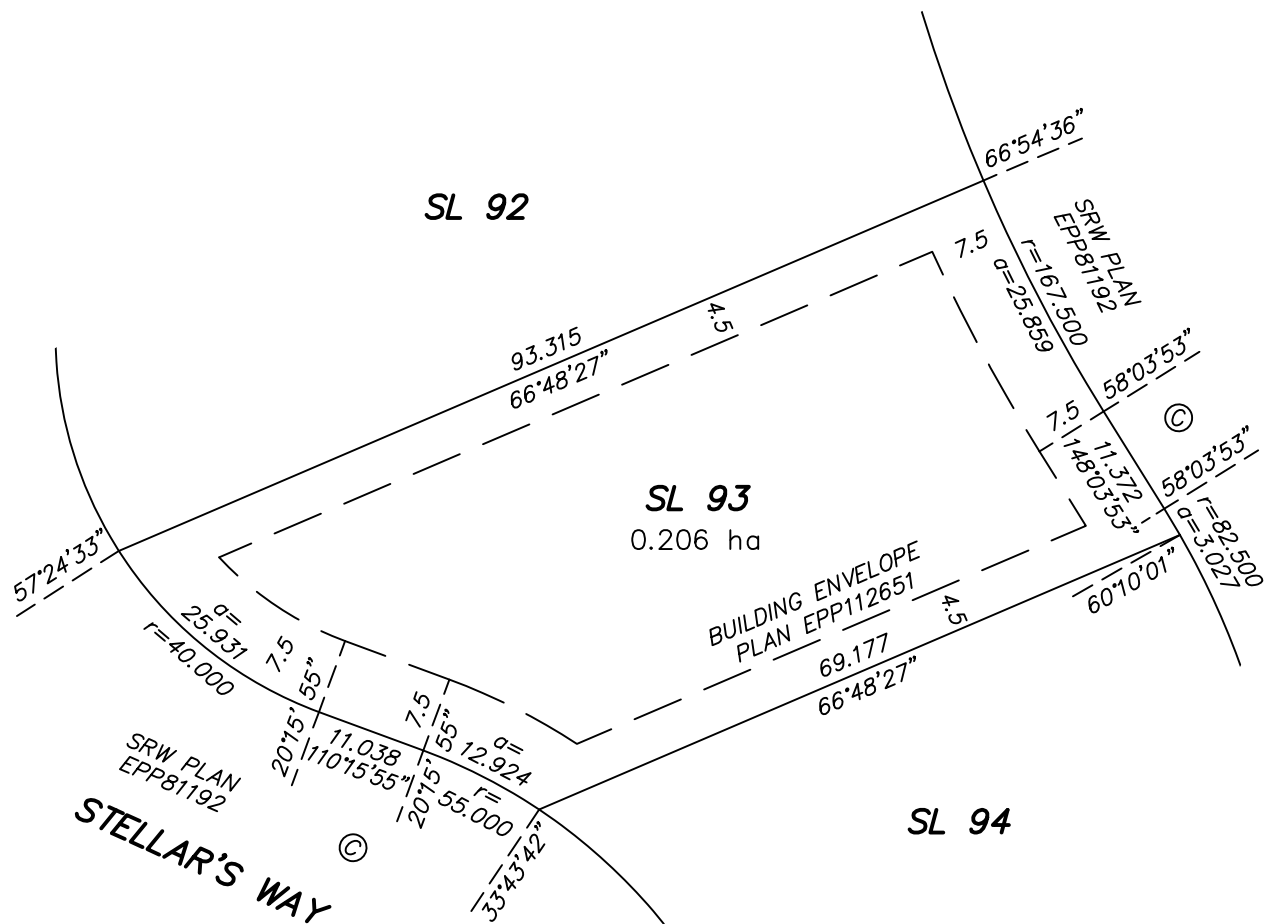


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL93)

June 29, 2021

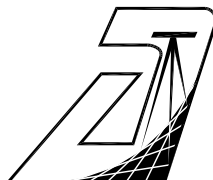
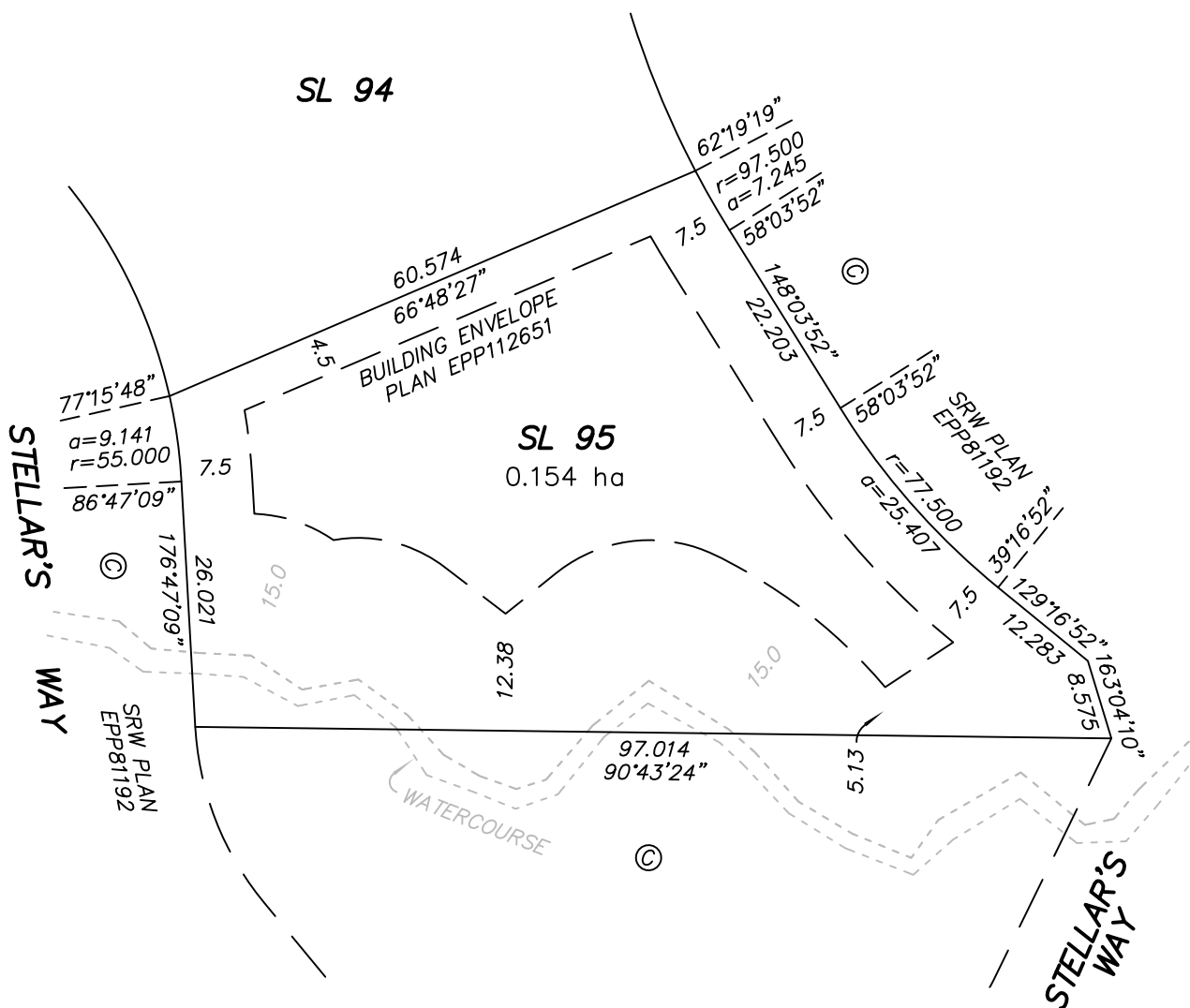
**SKETCH OF STRATA LOT 95
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



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
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL95)

June 29, 2021

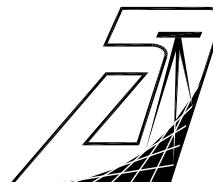
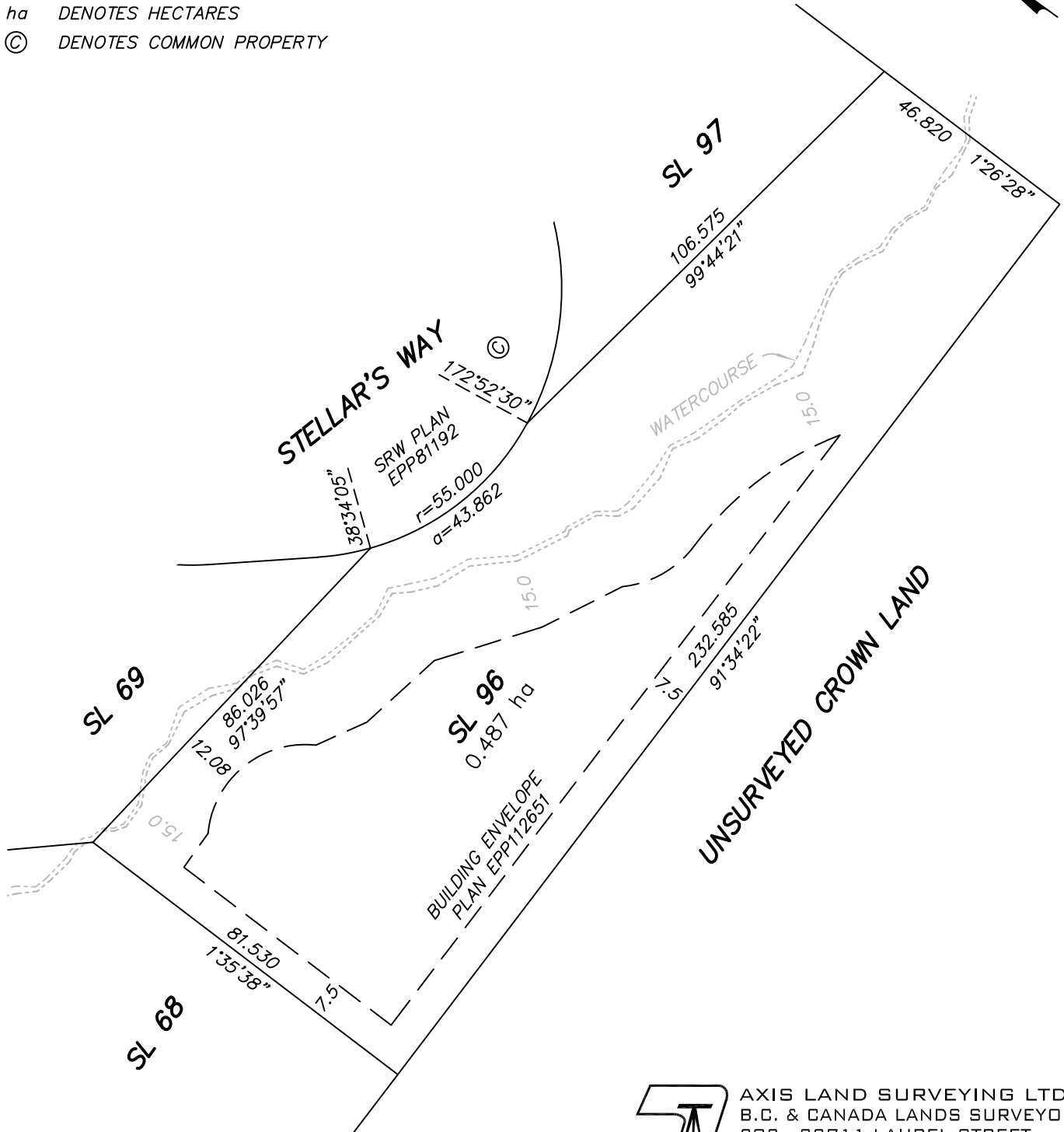
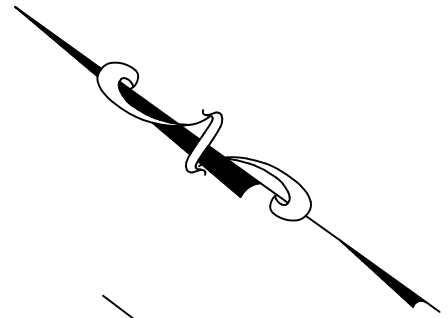
**SKETCH OF STRATA LOT 96
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



SCALE 1 : 1250 DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL96)

June 29, 2021

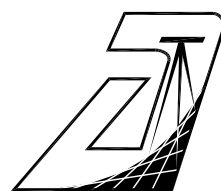
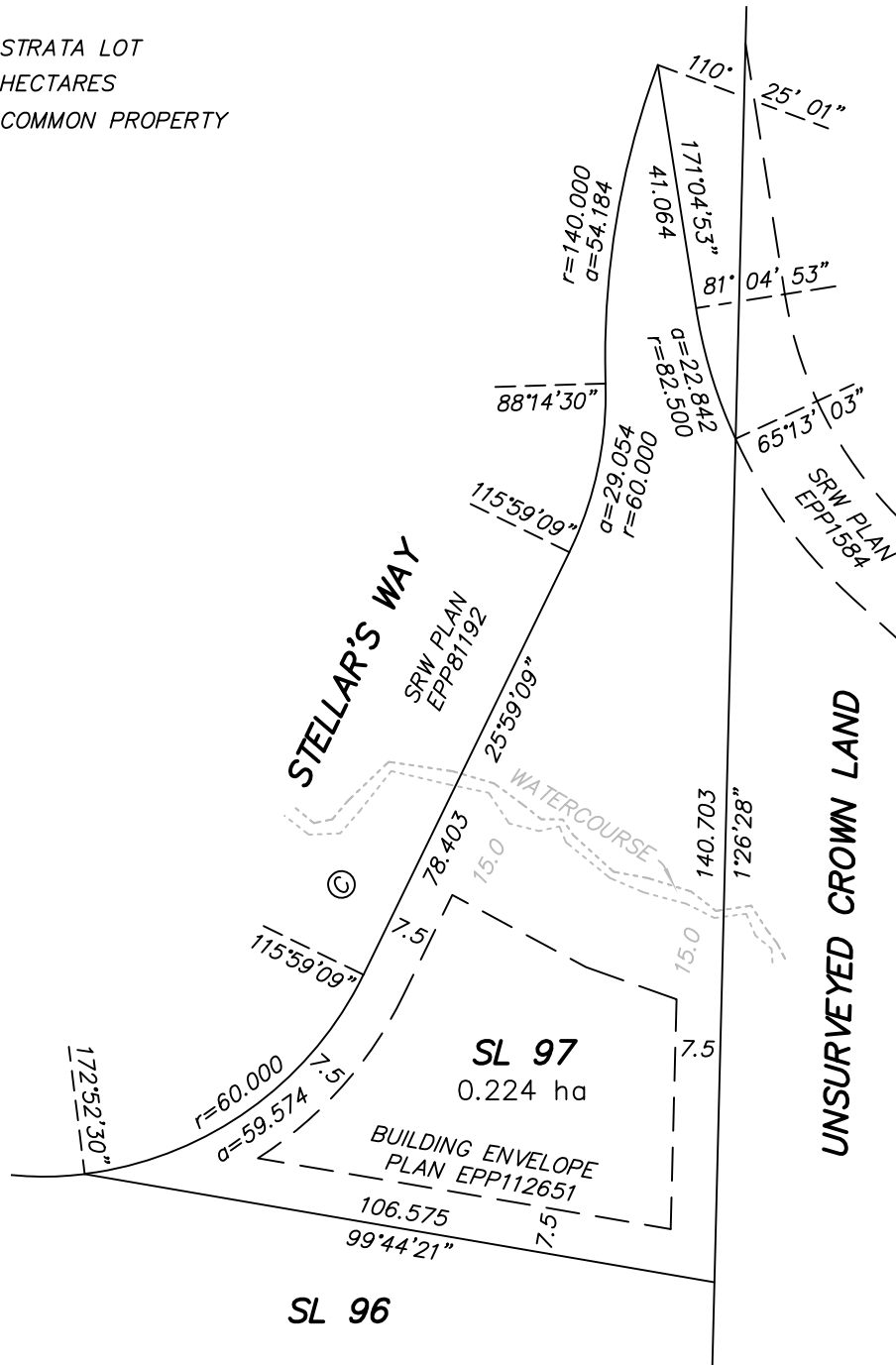
**SKETCH OF STRATA LOT 97
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



SCALE 1 : 1250 DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL97)

June 29, 2021

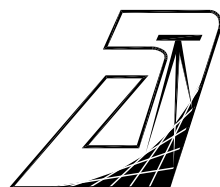
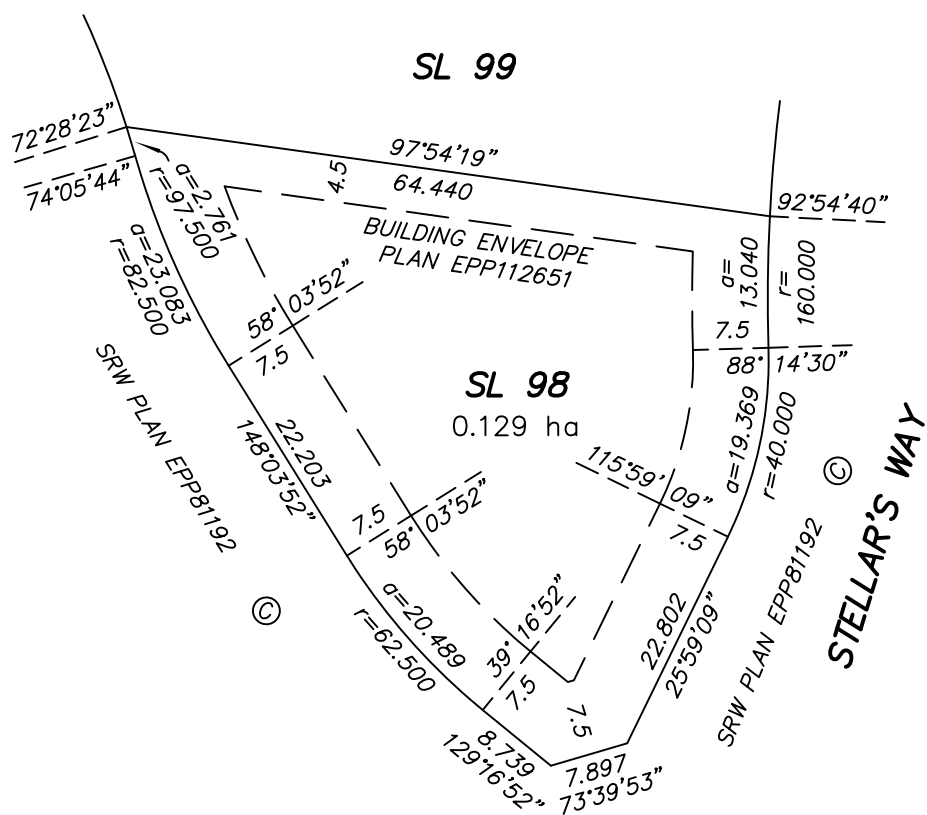
**SKETCH OF STRATA LOT 98
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



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
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL98)

June 29, 2021

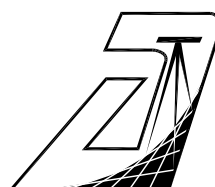
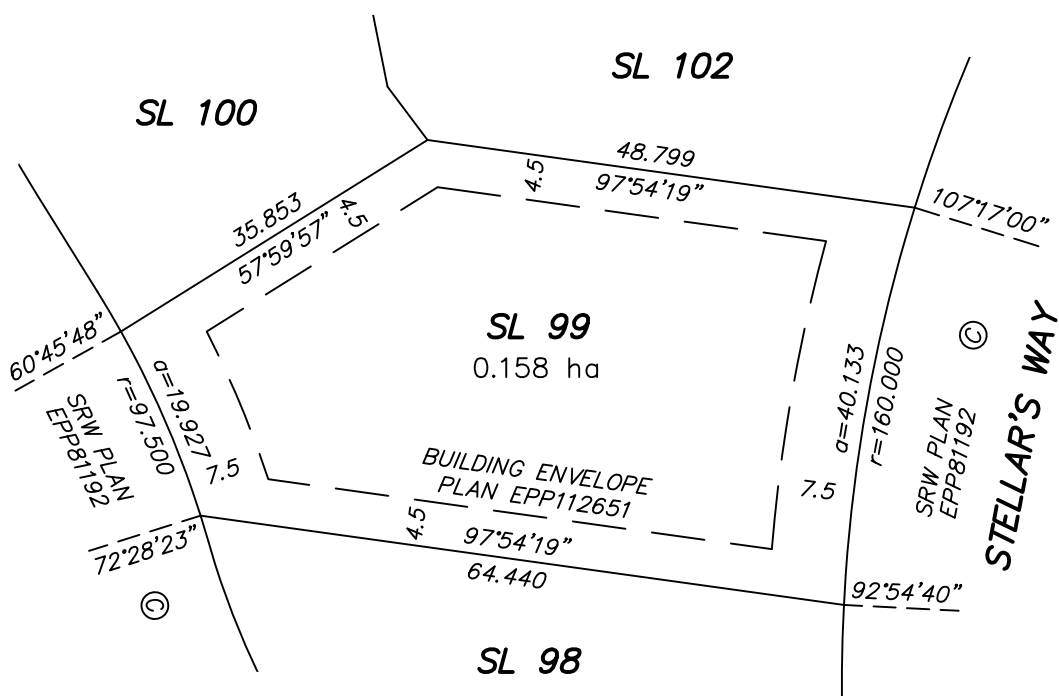
**SKETCH OF STRATA LOT 99
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



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
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL99)

June 29, 2021

**SKETCH OF STRATA LOT 101
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75

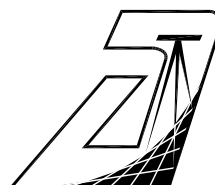
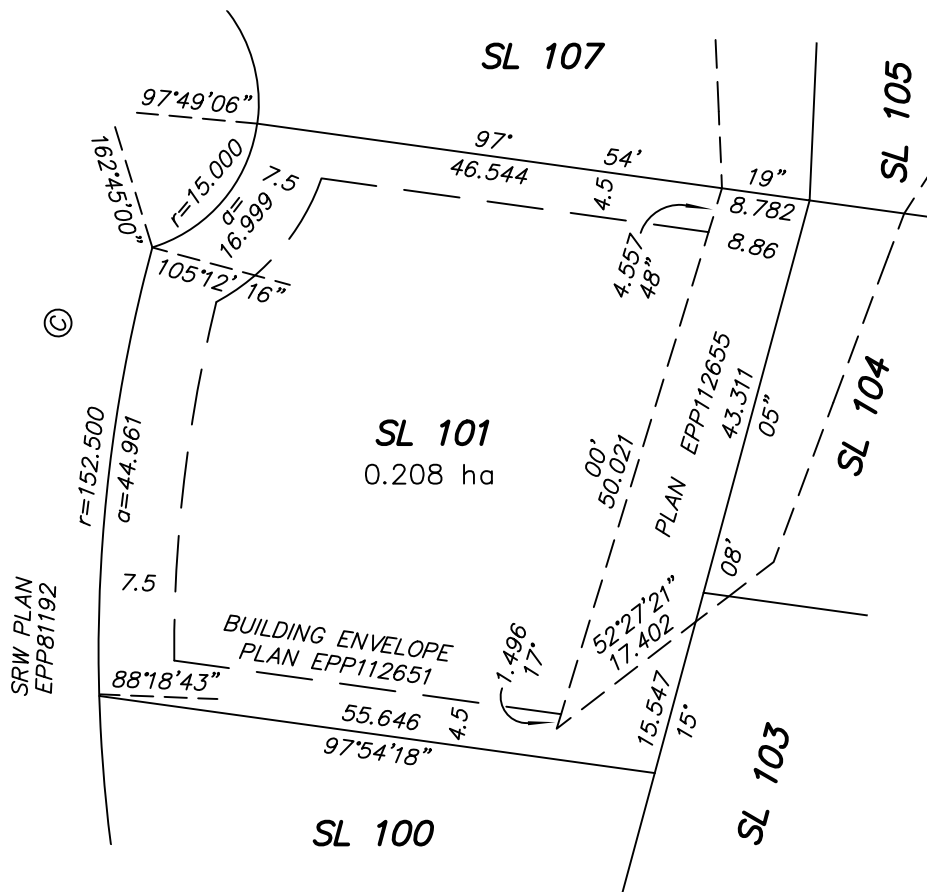


SCALE 1 : 750

DISTANCES ARE IN METRES

LEGEND

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



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL101)

June 29, 2021

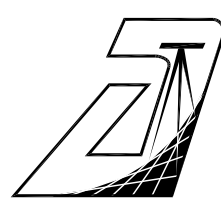
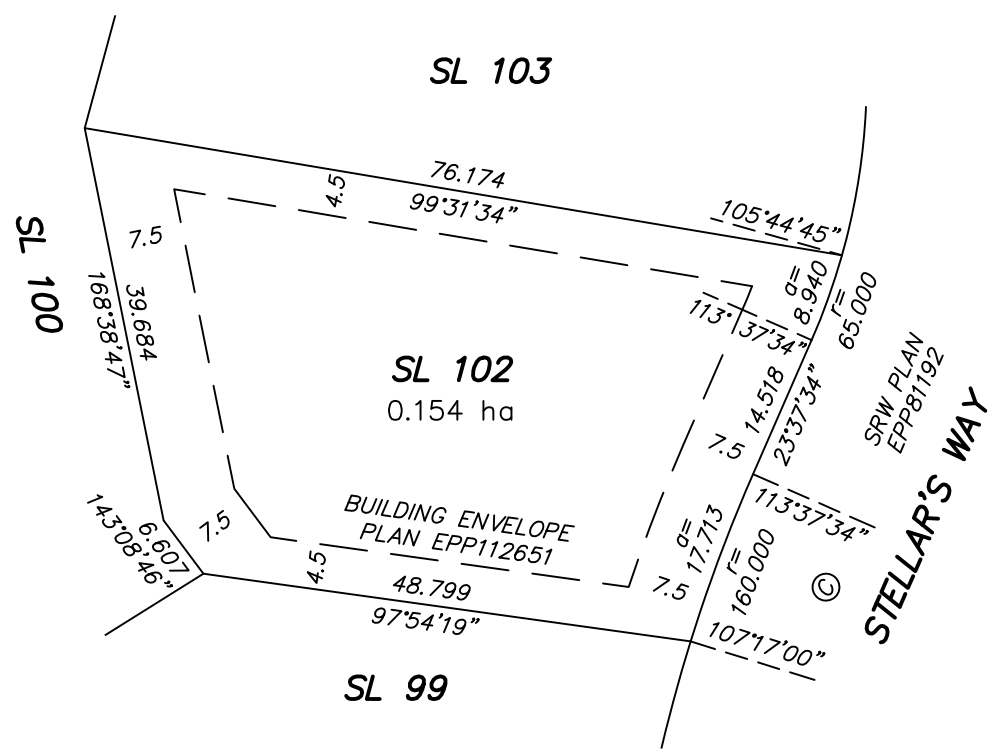
**SKETCH OF STRATA LOT 102
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



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
 202 - 33711 LAUREL STREET
 ABBOTSFORD, B.C. V2S 1X3
 T. 604-853-2700
 FILE : M 4217
 DWG : 4217-BS6-SKETCH (SL102)

June 29, 2021

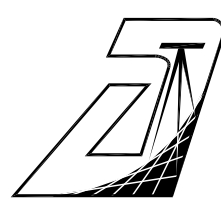
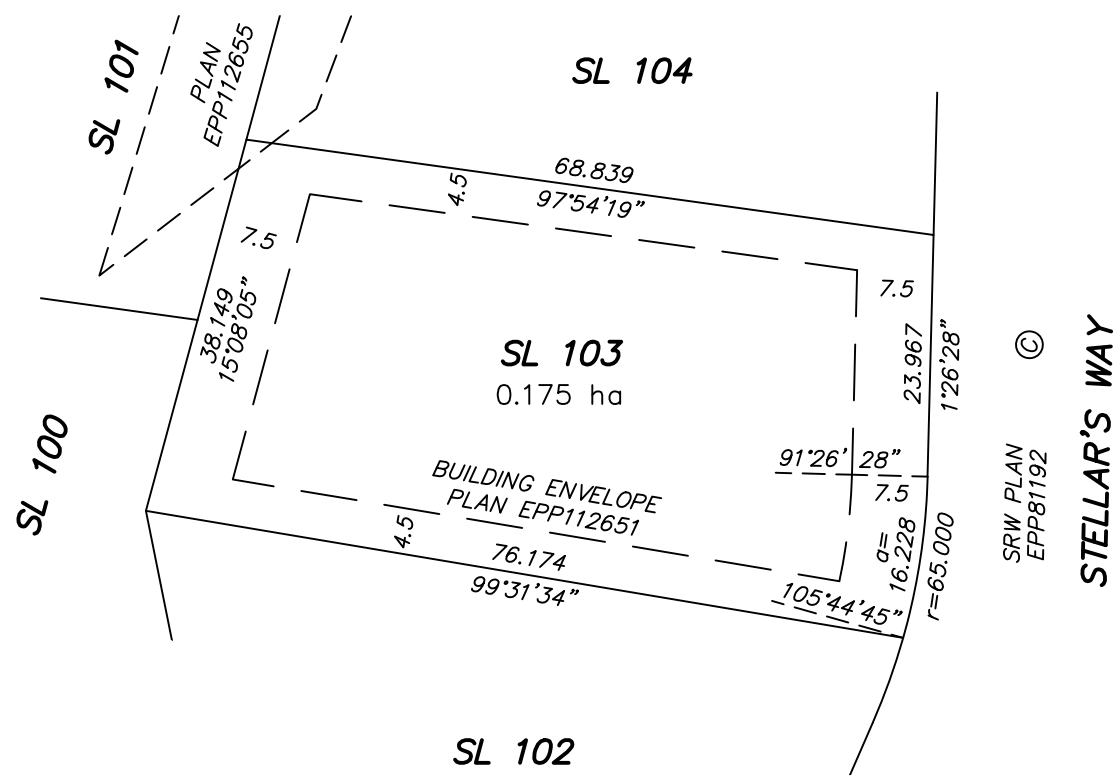
**SKETCH OF STRATA LOT 103
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



SCALE 1 : 750 DISTANCES ARE IN METRES

LEGEND

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

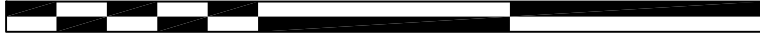


AXIS LAND SURVEYING LTD.
 B.C. & CANADA LANDS SURVEYORS
 202 - 33711 LAUREL STREET
 ABBOTSFORD, B.C. V2S 1X3
 T. 604-853-2700
 FILE : M 4217
 DWG : 4217-BS6-SKETCH (SL103)

June 29, 2021

**SKETCH OF STRATA LOT 104
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

0 5 10 15 25 50 75



SCALE 1 : 750

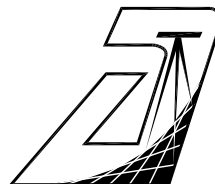
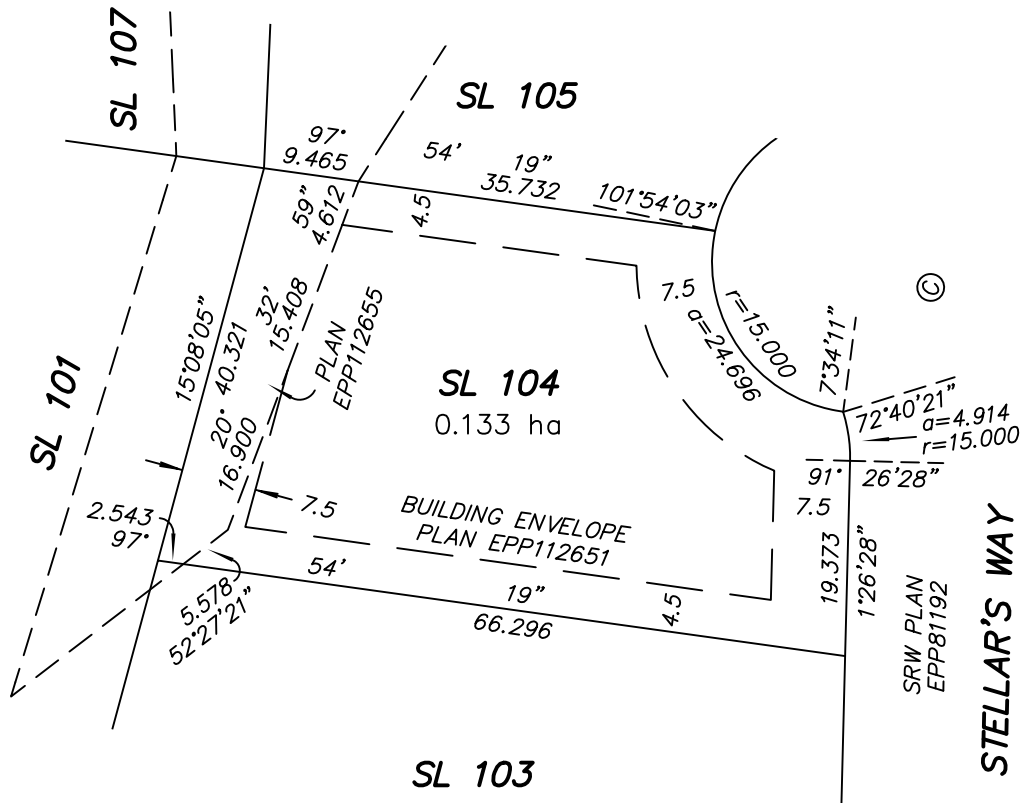
DISTANCES ARE IN METRES

LEGEND

SL DENOTES STRATA LOT

ha DENOTES HECTARES

© DENOTES COMMON PROPERTY



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL104)

June 29, 2021

**SKETCH OF STRATA LOT 105
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

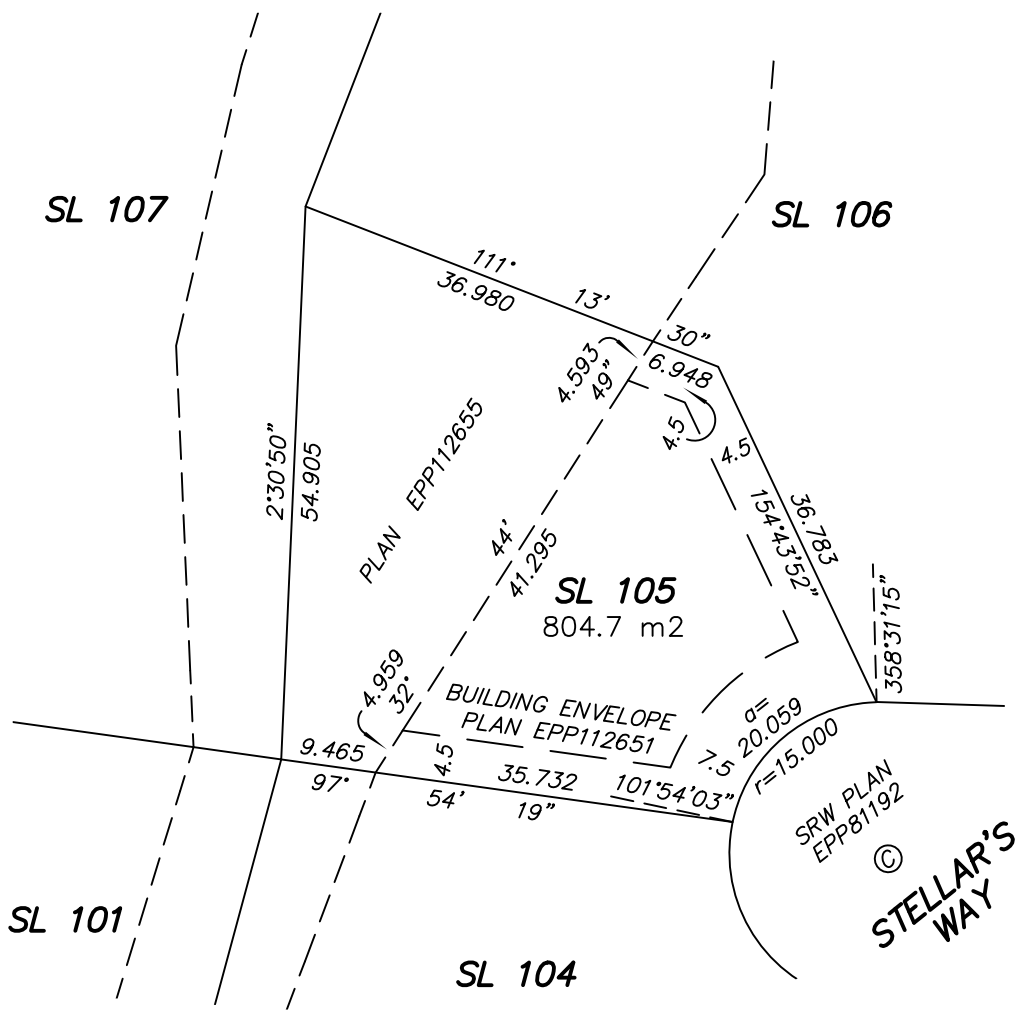
0 5 10 15 25 50 75



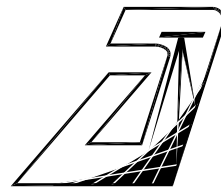
SCALE 1 : 750 DISTANCES ARE IN METRES

LEGEND

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



June 29, 2021



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL105)

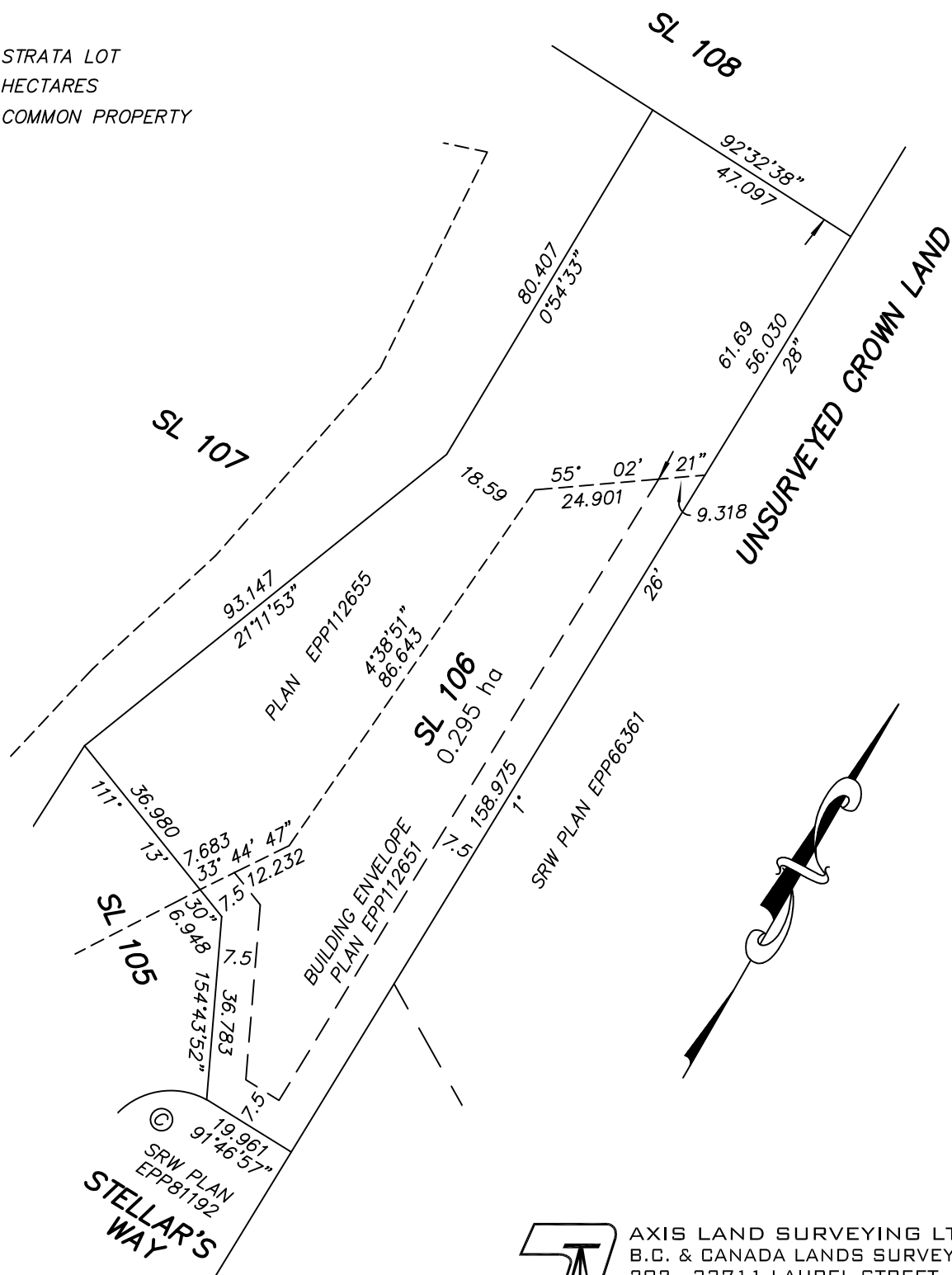
**SKETCH OF STRATA LOT 106
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**



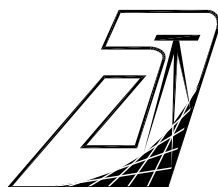
SCALE 1 : 1250 DISTANCES ARE IN METRES

LEGEND

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



June 29, 2021



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL106)

**SKETCH OF STRATA LOT 107
DISTRICT LOT 2247 GROUP 1
NWD STRATA PLAN BCS3916**

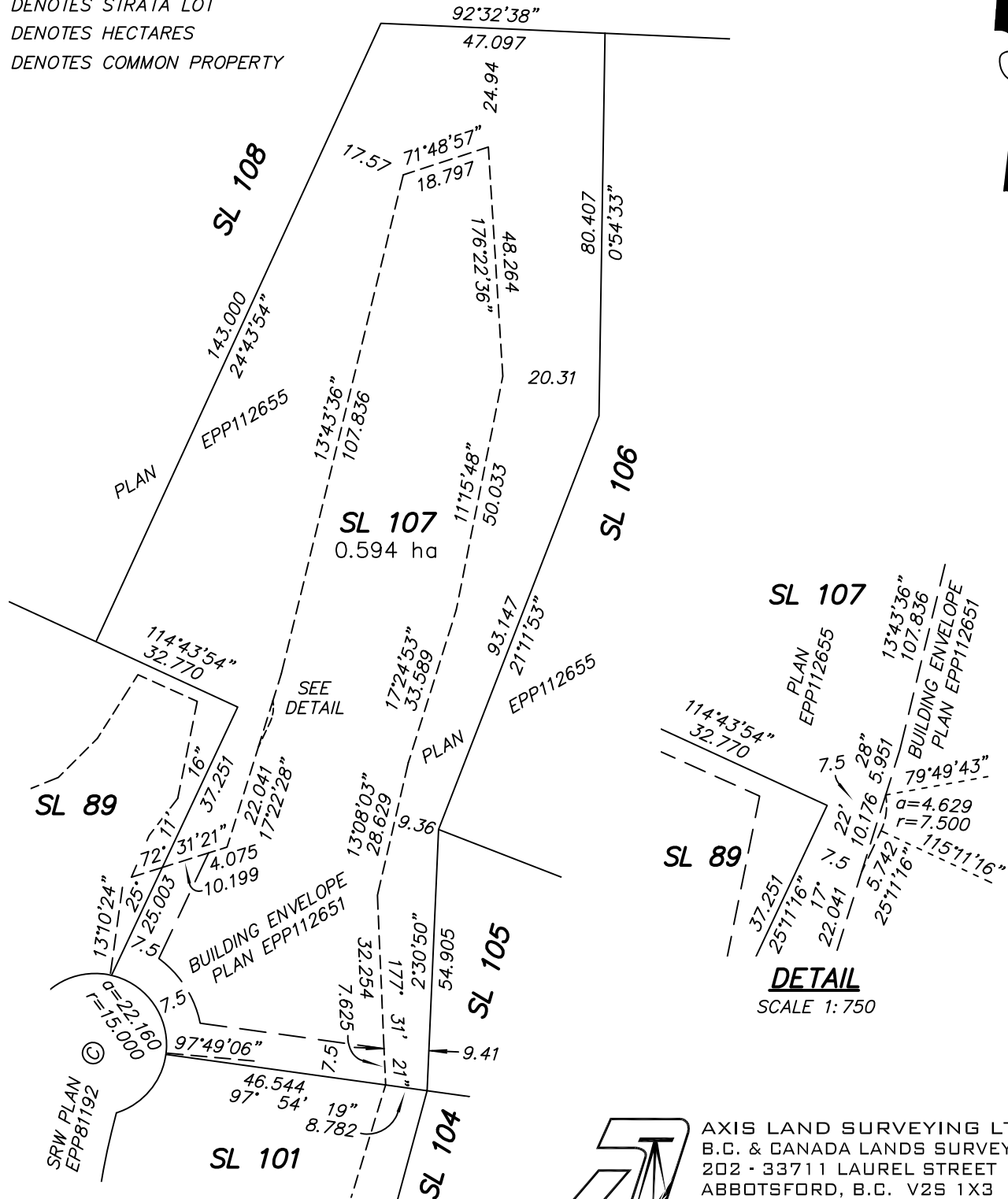
0 25 50 75 100 125



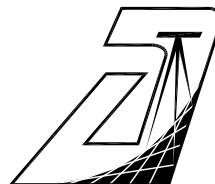
SCALE 1 : 1250 DISTANCES ARE IN METRES

LEGEND

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



June 29, 2021



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T. 604-853-2700
FILE : M 4217
DWG : 4217-BS6-SKETCH (SL107)

EXHIBIT "M"
Purchase Agreement No 1

[see attached]

**PURCHASE AGREEMENT WEDGE WOODS
PHASE 6
BARE LAND STRATA LOTS**

"Vendor"	28165 Yukon Inc. 5403 Buckingham Drive 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, 4 and 5) (the "Lands").	

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 June ____, 2021 (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 _____, 2021 and upon acceptance will form a binding Contract. This Contract may be executed and delivered in counterparts and by fax or by email to the fax numbers and email addresses noted above.

DATED:	_____, 2021	
WITNESS:	_____ Name _____ Address _____ witness as to all signatures	_____ PURCHASER _____ PURCHASER

28165 Yukon Inc. and Paradise Investment Trust hereby accept the Purchaser's offer herein and agrees to sell the Property to the Purchaser in accordance with this Contract.

DATED:	_____, 2021	28165 YUKON INC. Per: _____ Authorized Signatory
--------	-------------	---

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 "B". 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. If 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 be between October 31, 2021 and December 31, 2021 (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. All works and improvements required for the portion of the Development on the Lands were completed in 2020 and the time period for filing any lien under the *Builders Lien Act* (British Columbia) has expired and no one is entitled to file a Builders lien against title to the Lands or the Strata Lot under the Builders Lien Act or under Section 88 of the Strata Property Act. .
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 "N"
Rental Disclosure Statement

[see attached]

Strata Property Act

FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

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

This Rental Disclosure Statement is:

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

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

1. The development described above includes 108 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires*
nil	nil

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

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 108 residential strata lots, as described below, until the date set out opposite each strata lot's description.

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

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

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

Date: February _____, 2010

28165 YUKON INC.

Signature of Owner Developer

EXHIBIT "O"
Statutory Right of Way Charging Strata Lots 93 and 94

[see attached]

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PART OF STRATA LOTS 93 AND 94 DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN BCS3916 PURSUANT TO SECTION 99(1)(e), LAND TITLE ACT

PLAN EPP _____

BCGS 92J.016
FOR SEWER LINE PURPOSES



DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 280mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

BEARINGS ARE GRID AND ARE DERIVED FROM STRATA PLAN BCS3916. THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED.

LEGEND

- m² DENOTES SQUARE METRES
- SL DENOTES STRATA LOT
- ⊙ DENOTES COMMON PROPERTY

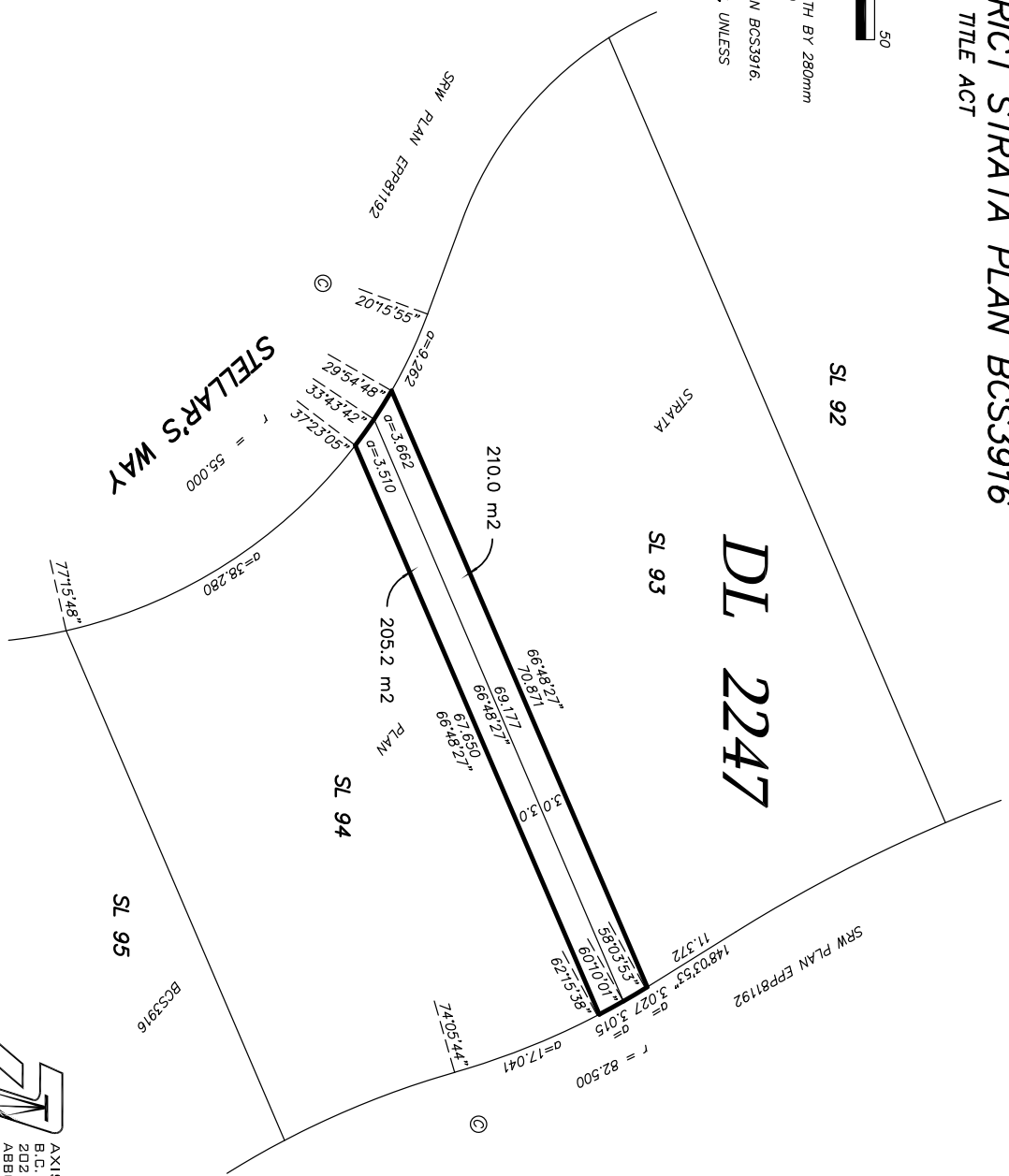


BOOK OF REFERENCE	
DESCRIPTION	AREA
SL 93	210.0 m ²
SL 94	205.2 m ²

2021-JUL-9
DRAFT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF BC RECORDS:
STRATA PLAN BCS3916
DARRYL J. MITCHELL, BOLS 689
____th DAY OF JULY, 2021.

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOET REGIONAL DISTRICT



AXIS LAND SURVEYING LTD.
B.C. & CANADA LANDS SURVEYORS
202 - 33711 LAUREL STREET
ABBOTSFORD, B.C. V2S 1X3
T: 604-853-2700 F: 778-727-1226
FILE #: M 4217
DWG #: 4217-SRW21

MOTI FILE NO. 2016-0312

