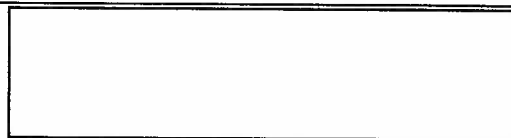


**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.



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

**Johns Southward Glazier Walton & Margetts LLP**  
Barristers and Solicitors  
204 - 655 Tye Road  
Victoria BC V9A 6X5

Tel: 250-381-7321  
File: 181916

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):

**RALMAX PROPERTIES LTD. (INC. NO. BC921218) (AS TO COVENANT)  
CANADIAN IMPERIAL BANK OF COMMERCE (AS TO PRIORITY AGREEMENT)**

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

**THE CORPORATION OF THE CITY OF VICTORIA**

#1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

V8W 1P6

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)

\_\_\_\_\_

**Eric A. Kerr**  
Barrister and Solicitor  
#204 - 655 Tye Road  
Victoria BC V9A 6X5

Execution Date

Y	M	D
20	11	18

Transferor(s) Signature(s)

**RALMAX PROPERTIES LTD. by  
its authorized signatory:**

Ian Maxwell

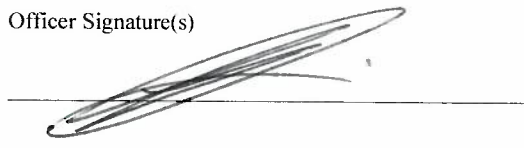
OFFICER CERTIFICATION:

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)





Laylee Rohani  
Barrister – Solicitor – Notary Public  
7th Floor, 1175 Douglas Street  
Victoria BC V8W 2E1

Execution Date

Y	M	D
20	11	19
20		

Transferor / Borrower / Party Signature(s)

CANADIAN IMPERIAL BANK OF  
COMMERCE by its authorized  
signatory(ies):

  
Print Name: STEPHEN WALKER  
AUTHORIZED SIGNATORY  
Print Name: Simon Phil  
AUTHORIZED SIGNATORY.

THE CORPORATION OF THE CITY  
OF VICTORIA by its authorized  
signatory(ies):

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

Print 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:  
[PID] [LEGAL DESCRIPTION]

**029-239-478 LOT 2 DISTRICT LOTS 135 AND 136 PART OF THE BED OF VICTORIA  
HARBOUR VICTORIA DISTRICT PLAN EPP25384**

STC? YES

---

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

**002-342-839 THAT PART OF LOT 1, LYING ABOVE HIGH WATER MARK IN BLOCK "M", OF  
SECTION 4, VICTORIA CITY, PLAN 16**

STC? YES

---

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

**002-342-855 THAT PART OF LOT 5, IN BLOCK "M" OF SECTION 4, VICTORIA CITY, PLAN  
16, LYING ABOVE HIGH WATER MARK**

STC? YES

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 4 OF 10 PAGES

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

**002-342-871** **THAT PART OF LOT 6, IN BLOCK "M" OF SECTION 4, VICTORIA CITY, PLAN 16, LYING ABOVE HIGH WATER MARK**

STC? YES

---

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

**002-342-910** **LOT 7, BLOCK "M", OF SECTION 4, VICTORIA CITY, PLAN 16**

STC? YES

---

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

**027-160-076** **LOT 1, PART OF THE BED OF VICTORIA HARBOUR, VICTORIA DISTRICT, PLAN VIP83527**

STC? YES

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

PAGE 5 OF 10 PAGES

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**NATURE OF INTEREST**  
**Covenant****CHARGE NO.****ADDITIONAL INFORMATION**

Section 219

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**NATURE OF INTEREST**  
**Priority Agreement****CHARGE NO.****ADDITIONAL INFORMATION**Granting the within s.219 covenant priority over  
Mortgage CA6454991 and Assignment of Rents  
CA6454992

Page 10

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

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

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

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

TERMS OF INSTRUMENT- PART 2

Design Covenant – 2800 Bridge Street

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**WHEREAS:**

- A. The Transferor (the “**Owner**”) is Ralmax Properties Ltd. (Inc. No. BC0921218);
- B. The Transferee (the “**City**”) is The Corporation of The City of Victoria;
- C. The Owner is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID: 029-239-478

LEGAL DESCRIPTION: LOT 2 DISTRICT LOTS 135 AND 136 PART OF THE BED OF VICTORIA HARBOUR VICTORIA DISTRICT PLAN EPP25384;

PID: 002-342-839

LEGAL DESCRIPTION: THAT PART OF LOT 1, LYING ABOVE HIGH WATER MARK IN BLOCK “M”, OF SECTION 4, VICTORIA CITY, PLAN 16;

PID: 002-342-855

LEGAL DESCRIPTION: THAT PART OF LOT 5, IN BLOCK “M” OF SECTION 4, VICTORIA CITY, PLAN 16, LYING ABOVE HIGH WATER MARK;

PID: 002-342-871

LEGAL DESCRIPTION: THAT PART OF LOT 6, IN BLOCK “M” OF SECTION 4, VICTORIA CITY, PLAN 16, LYING ABOVE HIGH WATER MARK;

PID: 002-342-910

LEGAL DESCRIPTION: LOT 7, BLOCK “M”, OF SECTION 4, VICTORIA CITY, PLAN 16; and

PID: 027-160-076

LEGAL DESCRIPTION: LOT 1, PART OF THE BED OF VICTORIA HARBOUR, VICTORIA DISTRICT, PLAN VIP83527

(collectively, the “**Lands**”);

- D. The Owner has applied to the City for Development Permit with Variance Application No. 00139 (the “**DPV Application**”) to permit the development of raw materials receiving and storage facility or “silo” on the Lands (as more particularly described in this Agreement, the “**Silo**”);
- E. The City has agreed to approve the DPV Application subject to, among other matters, registration by the Owner of a legal agreement on the Lands’ titles to restrict the illumination levels and hours of operation (to midnight) of the light installation on the north

elevation of the Silo, to the satisfaction of the City's Director of Community Planning and Sustainable Development (the "Director");

- F. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature may be granted in favour of the City and may include one or more of the following provisions:
- i. in respect of the use of land or the use of a building on or to be erected on land;
  - ii. that land is to be built on in accordance with the covenant;
  - iii. that land is not to be used, built on or subdivided; and
  - iv. that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that under section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained in this agreement (the "**Agreement**"), and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Owner by the City (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's applicable zoning and other bylaws, the Lands shall not be used except in strict accordance with this Agreement.
2. The Owner further covenants and agrees with the City that from and after the date of approval of the DPV Application and issuance of the resulting permit, the Owner:
  - (a) may install an art light installation which displays light on the north elevation of the Silo, which may include a lighting system consisting of approximately 3,375 individually controlled LED lights behind a perforated metal screen, provided that such light installation shall not in any case be illuminated after midnight on any day, but shall not install any other light installation which illuminates the Silo;
  - (b) shall ensure that lighting is not directed out onto the water of the inner harbour, and to that end use shielding to manage directionality;
  - (c) shall use lower intensity lighting and spectrums that will not attract fish; and
  - (d) shall ensure that the light installation includes light diming controls,all of which shall be subject to the satisfaction of the Director in all respects.
3. The Owner and the City agree that enforcement of this Agreement shall be entirely within the discretion of the City and that the execution and registration of this covenant against title to the Lands shall not be interpreted as creating any duty on the part of the City to the Owner or to any other person to enforce any provision or prevent or restrain the breach of any provision of this Agreement.

4. The Owner shall indemnify and save harmless the City and each of its elected and appointed officials, officers, employees, agents and contractors, from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
  - (a) the breach of any covenant in this Agreement;
  - (b) the use of the Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
5. The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, officers, employees, agents and contractors, of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:
  - (a) the breach of any covenant in this Agreement;
  - (b) the use of the Lands contemplated under this Agreement; and
  - (c) restrictions or requirements under this Agreement.
6. At the Owner's expense, the Owner must do everything necessary to secure priority of registration and interest for this Agreement and the section 219 covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
7. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under any enactment and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
8. Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
9. Time is of the essence of this Agreement.
10. The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.



11. This Agreement shall enure to the benefit of the City and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
12. This Agreement is the entire agreement between the parties hereto regarding its subject.
13. It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
14. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
15. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
16. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
17. The restrictions and covenants herein contained shall be covenants running with the Lands, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the City as a first charge against the Lands.
18. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
19. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
20. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
21. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
22. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
23. This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**PRIORITY AGREEMENT**

24. Canadian Imperial Bank of Commerce, as the holder of a mortgage and assignment of rents registered against title to the Lands in the Land Title Office at Victoria, British Columbia, under numbers CA6454991 and CA6456992, respectively (the "**Existing Charges**"), for and in consideration of the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged), agrees with the Owner and the City that the within section 219 covenant shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if it had been dated and registered prior to the Existing Charges.

The parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.