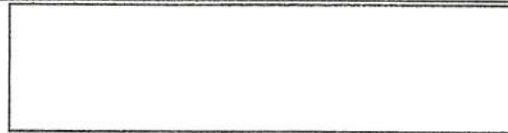


LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

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



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

Elizabeth Yip, TERRA LAW CORPORATION
Suite 2800 - 650 West Georgia Street
PO Box 11506
Vancouver BC V6B 4N7

Phone 604-628-8998
Client No. 12544 Doc No. 563869
File No. 250067-500126

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))

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)

Elizabeth H. Yip
Barrister & Solicitor
Terra Law Corporation
Suite 2800 - 650 West Georgia St.
Vancouver, BC V6B 4N7
604-628-8998

Execution Date

Y	M	D
16	12	1

Transferor(s) Signature(s)

DOCKSIDE GREEN LTD.
by its authorized signatory:

Norman Shearing

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 11 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

16

THE CORPORATION OF THE
CITY OF VICTORIA
by its authorized signatory(ies):_____
Lisa Helps_____
Name:

OFFICER CERTIFICATION:

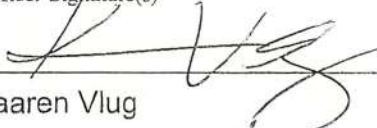
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 3 of 11 PAGES

Officer Signature(s)


 Kaaren Vlug

Barrister & Solicitor

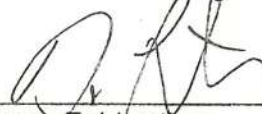
 Vancity Centre
 8th Floor, 815 West Hastings Street,
 Vancouver, B.C. V6B 1B4

Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

 VANCOUVER CITY SAVINGS
 CREDIT UNION
 by its authorized signatory(ies):


 Darren Fairbrother

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

PAGE 4 of 11 PAGES

Officer Signature(s)



Kaaren Vlug

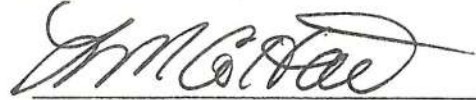
Barrister & Solicitor

Vancity Centre
8th Floor, 815 West Hastings Street,
Vancouver, B.C. V6B 1B4

Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

DOCKSIDE GREEN (VICTORIA)
SOCIETY, by its authorized
signatory:

Lisa Coltart

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 5 OF 11 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES ☐

[PID]

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

017-941-911	LOT 8 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP53097 EXCEPT PART IN PLAN VIP84612
027-424-812	LOT 8 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
027-424-821	LOT 9 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612
024-236-462	LOT G DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP67690

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 6 OF 11 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
modification of EX128525NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Page 10NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Page 11

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 7 OF 11 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):

DOCKSIDE GREEN LTD. (INC. NO. BC0716742)

VANCOUVER CITY SAVINGS CREDIT UNION
(AS TO PRIORITY)

DOCKSIDE GREEN (VICTORIA) SOCIETY (INC. NO. S-51826)
(AS TO PRIORITY)

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

MODIFICATION TO COVENANT EX128525

WHEREAS:

- A. The Grantor granted Covenant EX128525 (the "**Remediation Covenant**") registered on title to the lands described in item 2 of the Form C attached hereto (the "**Land**"); and
- B. The Grantor and the Grantee wish to amend the terms of the Remediation Covenant as set out in this Agreement.

NOW THEREFORE, in consideration of the payment of the sum of \$1.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

Amendment to Remediation Covenant

- 1. The Remediation Covenant is amended as follows:
 - (a) the recitals thereof are deleted and replaced with the following:
 - "A. The Grantor is the registered owner in fee simple of the Land;
 - B. The Grantee is The Corporation of the City of Victoria;
 - C. The Grantor was purchaser of, *inter alia*, the Land under the terms of a Sale Contract between the Grantor and the Grantee dated September 7, 2005 (the "**Sale Contract**");
 - D. The Sale Contract provided that the Grantor assumes full responsibility for all works and costs related to environmental condition of the Land from and after October 7, 2005 (the "**Sale Closing Date**");
 - E. The Grantor has been issued a Certificate of Compliance by the Ministry of Environment respecting the Land issued December 19, 2007 and amended January 17, 2008, and which is on file with the Ministry of Environment, Victoria File: 26250-20/9466, Site ID: 9466 (Site 1 Dockside Lands) (the "**Certificate of Compliance**"); and
 - F. The Sale Contract requires that the Grantor register this Agreement against title to the Land as a restrictive covenant pursuant to section 219 of the *Land Title Act*, British Columbia.";
 - (b) the second sentence in section 1 is hereby deleted;

(c) the following sentence is inserted as section 1A:

"1A. Without limiting any other term or condition contained in the Remediation Covenant, the Grantor covenants and agrees that it shall fulfill the conditions for the completion of the development of the Land, as set out in the Certificate of Compliance."; and

(d) Section 4 is deleted and replaced with the following:

"4. The Grantor hereby releases and indemnifies the Grantee and its elected officials, officers and employees from any actions, liabilities, demands, claims, including but not limited to remediation cost recovery claims, losses, damages, orders, fines, penalties, costs and expenses (including legal costs on a solicitor-client basis and any consulting costs) whenever occurring or caused, which the Grantee or any other person has or may have, or incurs or may incur, arising from or in any way related to a breach of section 1A of this Agreement by the Grantor, or its directors, officers, employees, contractors, successors or assigns."

Construction

2. Except as expressly amended by this Agreement, the Grantor and the Grantee modify and affirm the terms of the Remediation Covenant.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charges" means the:
 - (i) Mortgage registered under number EX128529 and modified by Modification registered under number FB292318,
 - (ii) Assignment of Rents registered under number EX128530,
 - (iii) Mortgage registered under number FB108910, and
 - (iv) Assignment of Rents registered under number FB108911,
- (c) "Existing Chargeholder" means Vancouver City Savings Credit Union;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charge" means the Rent Charge registered under number FB39584,
- (c) "Existing Chargeholder" means Dockside Green (Victoria) Society, Incorporation No. S-51826;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to executed the attached General Instrument - Part 1.

LAND TITLE ACT

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

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

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

Elizabeth Yip, TERRA LAW CORPORATION

Suite 2800 - 650 West Georgia Street

PO Box 11506

Vancouver

BC V6B 4N7

Phone 604-628-8998

Client No. 12544 Doc No. 564153

File No. 250067-500126

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))

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)

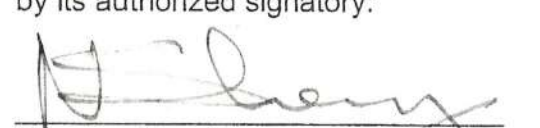

Elizabeth H. Yip
 Barrister & Solicitor
 Terra Law Corporation
 Suite 2800 - 650 West Georgia St.
 Vancouver, BC V6B 4N7
 604-628-8998

Execution Date

Y	M	D
16	12	1

Transferor(s) Signature(s)

DOCKSIDE GREEN LTD.
 by its authorized signatory:


 Norman Shearing

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 11 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

16

THE CORPORATION OF THE
CITY OF VICTORIA
by its authorized signatory(ies):_____
Lisa Helps_____
Name:

OFFICER CERTIFICATION:

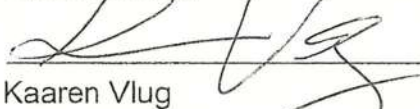
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 3 of 11 PAGES

Officer Signature(s)



Kaaren Vlug

Barrister & Solicitor

Vancity Centre
8th Floor, 815 West Hastings Street,
Vancouver, B.C. V6B 1B4


Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS
CREDIT UNION

by its authorized signatory(ies):



Darren Fairbrother

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

PAGE 4 of 11 PAGES

Officer Signature(s)



Kaaren Vlug

Barrister & Solicitor

Vancity Centre
8th Floor, 815 West Hastings Street,
Vancouver, B.C. V6B 1B4

Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

DOCKSIDE GREEN (VICTORIA)
SOCIETY, by its authorized
signatory:


Lisa Coltart

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 5 OF 11 PAGES

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

017-941-865 **LOT 4, DISTRICT LOT 119, ESQUIMALT DISTRICT, PLAN VIP53097**

STC? YES ☐

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

STC? YES ☐

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

STC? YES ☐

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 6 OF 11 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
modification of EX128527NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Page 10NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Page 11

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 7 OF 11 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):

DOCKSIDE GREEN LTD. (INC. NO. BC0716742)

VANCOUVER CITY SAVINGS CREDIT UNION
(AS TO PRIORITY)

DOCKSIDE GREEN (VICTORIA) SOCIETY (INC. NO. S-51826)
(AS TO PRIORITY)

MODIFICATION TO COVENANT EX128527

WHEREAS:

- A. The Grantor granted Covenant EX128527 (the "**Remediation Covenant**") registered on title to the lands described in item 2 of the Form C attached hereto (the "**Land**"); and
- B. The Grantor and the Grantee wish to amend the terms of the Remediation Covenant as set out in this Agreement.

NOW THEREFORE, in consideration of the payment of the sum of \$1.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

Amendment to Remediation Covenant

- 1. The Remediation Covenant is amended as follows:
 - (a) the recitals thereof are deleted and replaced with the following:
 - "A. The Grantor is the registered owner in fee simple of the Land;
 - B. The Grantee is The Corporation of the City of Victoria;
 - C. The Grantor was purchaser of, *inter alia*, the Land under the terms of a Sale Contract between the Grantor and the Grantee dated September 7, 2005 (the "**Sale Contract**");
 - D. The Sale Contract provided that the Grantor assumes full responsibility for all works and costs related to environmental condition of the Land from and after October 7, 2005 (the "**Sale Closing Date**");
 - E. The Grantor has been issued a Certificate of Compliance by the Ministry of Environment respecting the Land issued August 21, 2009, and which is on file with the Ministry of Environment, Victoria File: 26250-20/9465, Site ID: 9465 (Site 4 Dockside Lands) (the "**Certificate of Compliance**"); and
 - F. The Sale Contract requires that the Grantor register this Agreement against title to the Land as a restrictive covenant pursuant to section 219 of the *Land Title Act*, British Columbia.";
 - (b) the second sentence in section 1 is hereby deleted;
 - (c) the following sentence is inserted as section 1A:

"1A. Without limiting any other term or condition contained in the Remediation Covenant, the Grantor covenants and agrees that it shall fulfill the conditions for the completion of the development of the Land, as set out in the Certificate of Compliance."; and

(d) Section 4 is deleted and replaced with the following:

"4. The Grantor hereby releases and indemnifies the Grantee and its elected officials, officers and employees from any actions, liabilities, demands, claims, including but not limited to remediation cost recovery claims, losses, damages, orders, fines, penalties, costs and expenses (including legal costs on a solicitor-client basis and any consulting costs) whenever occurring or caused, which the Grantee or any other person has or may have, or incurs or may incur, arising from or in any way related to a breach of section 1A of this Agreement by the Grantor, or its directors, officers, employees, contractors, successors or assigns."

Construction

2. Except as expressly amended by this Agreement, the Grantor and the Grantee modify and affirm the terms of the Remediation Covenant.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charges" means the:
 - (i) Mortgage registered under number EX128529 and modified by Modification registered under number FB292318, and
 - (ii) Assignment of Rents registered under number EX128530;
- (c) "Existing Chargeholder" means Vancouver City Savings Credit Union;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to executed the attached General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charge" means the Rent Charge registered under number FB39584;
- (c) "Existing Chargeholder" means Dockside Green (Victoria) Society, Incorporation No. S-51826;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

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

PAGE 1 OF 10 PAGES

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

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

Elizabeth Yip, TERRA LAW CORPORATION

Suite 2800 - 650 West Georgia Street

PO Box 11506

Vancouver

BC V6B 4N7

Phone 604-628-8998

Client No. 12544 Doc No. 580503

File No. 500126

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-424-766

LOT 3 DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN VIP84612

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))

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)

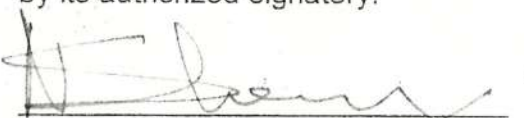

Elizabeth H. Yip
Barrister & Solicitor
Terra Law Corporation
Suite 2800 - 650 West Georgia St.
Vancouver, BC V6B 4N7
604-628-8998

Execution Date

Y	M	D
16	12	1

Transferor(s) Signature(s)

DOCKSIDE GREEN LTD.
by its authorized signatory:


Norman Shearing

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 10 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

16

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

PAGE 3 of 10 PAGES

Officer Signature(s)


 Kaaren Vlug
 Barrister & Solicitor

 Vancity Centre
 8th Floor, 815 West Hastings Street,
 Vancouver, B.C. V6B 1B4


Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS
CREDIT UNION

by its authorized signatory(ies):


 Darren Fairbrother

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

PAGE 4 of 10 PAGES

Officer Signature(s)



Kaaren Viug

Barrister & Solicitor

Vancity Centre
8th Floor, 815 West Hastings Street,
Vancouver, B.C. V6B 1B4

Execution Date

Y	M	D
16	12	01

Transferor / Borrower / Party Signature(s)

DOCKSIDE GREEN (VICTORIA)
SOCIETY, by its authorized
signatory:


Lisa Coltart

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 5 OF 10 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Page 9

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Page 10

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 6 OF 10 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):

DOCKSIDE GREEN LTD. (INC. NO. BC0716742)

VANCOUVER CITY SAVINGS CREDIT UNION
(AS TO PRIORITY)

DOCKSIDE GREEN (VICTORIA) SOCIETY (INC. NO. S-51826)
(AS TO PRIORITY)

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Land legally described as:
PID: 027-424-766
Lot 3 District Lot 119 Esquimalt District Plan VIP84612;
- B. The Grantee is The Corporation of the City of Victoria;
- C. The Grantor was purchaser of, *inter alia*, the Land under the terms of a Sale Contract between the Grantor and the Grantee dated September 7, 2005 (the "**Sale Contract**");
- D. The Sale Contract provided that the Grantor assumes full responsibility for all works and costs related to environmental condition of the Land from and after October 7, 2005;
- E. The Grantor has been issued a Certificate of Compliance by the Ministry of Environment respecting the Land issued December 19, 2007 and amended January 17, 2008, and which is on file with the Ministry of Environment, Victoria File 26250/9467, Site ID 9467 (the "**Certificate of Compliance**"); and
- F. The Sale Contract requires that the Grantor register this Agreement against title to the Land as a restrictive covenant pursuant to section 219 of the *Land Title Act*, British Columbia.

NOW THEREFORE, in consideration of the payment of the sum of \$1.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

- 1. The Grantor covenants and agrees to be solely responsible for the environmental condition of the Land in accordance with the terms of the Sale Contract.
- 2. Without limiting any other term or condition contained in the Remediation Covenant, the Grantor covenants and agrees that it shall fulfill the conditions for the completion of the development of the Land, as set out in the Certificate of Compliance.
- 3. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
- 4. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
- 5. The Grantor hereby releases and indemnifies the Grantee and its elected officials, officers and employees from any actions, liabilities, demands, claims, including but not

limited to remediation cost recovery claims, losses, damages, orders, fines, penalties, costs and expenses (including legal costs on a solicitor-client basis and any consulting costs) whenever occurring or caused, which the Grantee or any other person has or may have, or incurs or may incur, arising from or in any way related to a breach of this Agreement by the Grantor, or its directors, officers, employees, contractors, successors or assigns.

6. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
7. At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and the 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 Land.
8. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its ownership of any interest in the Land provided that, for certainty, this shall not relieve the Grantor or any of its successors or assigns from any requirement or condition of the Sale Contract that continues to bind the Grantor notwithstanding the transfer or assignment of the Grantor's interest in the Land.
9. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Land 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 Grantee provided that, upon subdivision, this Agreement shall be read and construed as separate covenants such that the owner of any parcel created by subdivision shall only be responsible for the covenants contained herein as they apply to such parcel.
10. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
11. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charges" means the:
 - (i) Mortgage registered under number EX128529 and modified by Modification registered under number FB292318,
 - (ii) Assignment of Rents registered under number EX128530,
 - (iii) Mortgage registered under number FB108910, and
 - (iv) Assignment of Rents registered under number FB108911,
- (c) "Existing Chargeholder" means Vancouver City Savings Credit Union;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to execute the attached General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

In this Consent and Priority Agreement:

- (a) "City" means the Corporation of the City of Victoria;
- (b) "Existing Charge" means the Rent Charge registered under number FB39584,
- (c) "Existing Chargeholder" means Dockside Green (Victoria) Society, Incorporation No. S-51826;
- (d) "Land" means the land described in Item 2 of the attached General Instrument - Part 1;
- (e) "New Charge(s)" means the new charge being registered, or to be registered, in the Victoria Land Title Office on title to and charging the Land in favour of the City and described in Item 3 of the attached General Instrument - Part 1;
- (f) "Owner" means the transferor(s) described in Item 2 of the attached General Instrument - Part 1;
- (g) words capitalized in this Consent and Priority Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge(s) in favour of the City; and
- (ii) agrees with the City that the New Charge(s) charge the Land in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge(s), and it had been registered against title to the Land, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

IN WITNESS WHEREOF, the Existing Chargeholder has caused its duly authorized signatory(ies) to executed the attached General Instrument - Part 1.