

LAND TITLE ACT
FORM C (Section 233) CHARGE

May-06-2015 15:59:10.001

CA4382453 CA4382454

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 13 PAGES

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

David Bruce
Adams TS26LP

Digitally signed by David Bruce Adams
TS26LP
DN: cn=CA, cn=David Bruce Adams
TS26LP, o=Lawyer, ou=Verdy ID at
www.juncert.com/LKUP.cfm?
id=TS26LP
Date: 2015.05.08 15:51:40 -0700

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

Patterson Adams LLP
Barristers and Solicitors
402 - 707 Fort Street
Victoria
Document Fees: \$156.20

BC V8W 3G3

Phone: 250.360.2991
File: 24811.005/DBA/ps

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST
-
- SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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
CANADA

V8W 1P6

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)

HARUO CURTIS YOSHIDA

Notary Public

212 - 938 Howe Street
Vancouver, BC V6Z 1N9
T. 604 569 0512

as to all signatures

Execution Date		
Y	M	D
15	02	24

Transferor(s) Signature(s)

0771279 B.C. LTD.
by its authorized signatory(ies):

Print Name: BRANDON OYE

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 C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 13 PAGES

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

Patterson Adams LLP
 Barristers and Solicitors
 402 - 707 Fort Street
 Victoria

BC V8W 3G3

Phone: 250.360.2991
 File: 24811.005/DBA/ps

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULESTC? YES ☐

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CHARGE NO.

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SEE SCHEDULE

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THE CORPORATION OF THE CITY OF VICTORIA

1 CENTENNIAL SQUARE

VICTORIA

BRITISH COLUMBIA

V8W 1P6

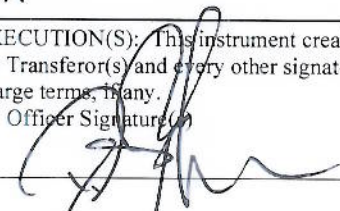
CANADA

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N/A

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Officer Signature(s)



Haruo Curtis Yoshida

Notary Public

T. 604 569 0512 F. 604 569 0517

212 - 938 Howe St. Vancouver

BC Canada V6Z 1N9

Execution Date

Y	M	D
15	02	24

Transferor(s) Signature(s)

0771279 B.C. LTD.
 by its authorized signatory(ies):



Print Name: Brandon Oye

Print Name:

as to all signatures

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.

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**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 13 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
15	02	24

As to priority:
CANADIAN PACIFIC RAILWAY
COMPANY
by its authorized signatory(ies):

Print Name:

Print Name:

As to priority:
1475893 ALBERTA INC.
by its authorized signatory(ies):

Print Name: *Brandon Oye*

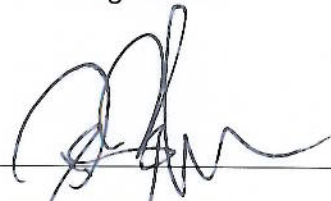
Print Name:

As to priority:
1444467 ALBERTA INC.
by its authorized signatory(ies):

Print Name: *Brandon Oye*

Print Name:

as to all signatures



Haruo Curtis Yoshida
Notary Public
T. 604 569 0512 F. 604 569 0516
212 - 938 Howe St. Vancouver
BC Canada V6Z 1N9

as to all signatures



Haruo Curtis Yoshida
Notary Public
T. 604 569 0512 F. 604 569 0516
212 - 938 Howe St. Vancouver
BC Canada V6Z 1N9

as to all signatures

OFFICER CERTIFICATION:

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LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

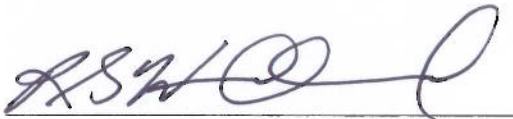
PAGE 3 of 13 pages

Officer Signature(s)



JOEL MICKELSON
Barrister & Solicitor
162 Cumberland St., #300
Toronto, ON M5R 3N5
Direct Line: 416 928-4870

as to all signatures



ROBERT G. WOODLAND
A Commissioner for taking Affidavits
for British Columbia
#1 Centennial Square
Victoria, BC V8W 1P6

as to all signatures

Execution Date

Y	M	D
15	03	06
15	05	01

Transferor / Borrower / Party Signature(s)

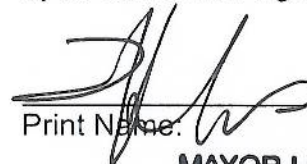
As to priority:
ROMSPEN INVESTMENT
CORPORATION
by its authorized signatory(ies):



Print Name: **BLAKE CASSIDY**
DIRECTOR

Print Name:

Transferee:
CITY OF VICTORIA
by its authorized signatory(ies):



Print Name: **MAYOR LISA HELPS**
#1 Centennial Square
Victoria BC V8W 1P6

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**PAGE 4 OF 13 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-397-065**LOT 1 SECTION 31 AND DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN
EPP33936**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-397-090**LOT 2 SECTION 31 AND DISTRICT LOT 119 AND PART OF THE
UNNUMBERED PART ESQUIMALT DISTRICT AND PART OF THE BED OF THE
VICTORIA HARBOUR VICTORIA DISTRICT PLAN EPP33936**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES ☐

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 5 OF 13 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Modification

FB217676

Modification of Covenant FB217676

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Modification herein priority over
Mortgages FB217682, FB217686, FB217688,
FB217690 and CA3297113 (modified by
CA3589434) and Assignments of Rents FB217683,
FB217687, FB217689, FB217691 and CA3297114

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 6 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):

Registered Owner:

0771279 B.C. LTD. (INC.NO. BC0771279)

Chargeholders, all as to priority only:

CANADIAN PACIFIC RAILWAY COMPANY

1475893 ALBERTA INC.

1444467 ALBERTA INC. (INC. NO. A0084812)

ROMSPEN INVESTMENT CORPORATION (INC. NO. A0067154)

PART 2 - TERMS OF INSTRUMENT

WHEREAS 0771279 B.C. Ltd. (Inc. No. BC0771279) (the "**Developer**") has granted in favour of the City of Victoria (the "**Transferee**"), a covenant registered in the Land Title Office under number FB217676 (the "**Covenant**") charging the lands and premises now described as:

1. PID 029-397-065
LOT 1 SECTION 31 AND DISTRICT LOT 119 ESQUIMALT DISTRICT PLAN EPP33936
2. PID 029-397-090
LOT 2 SECTION 31 AND DISTRICT LOT 119 AND PART OF THE UNNUMBERED PART ESQUIMALT DISTRICT AND PART OF THE BED OF THE VICTORIA HARBOUR VICTORIA DISTRICT PLAN EPP33936

(the "**Lands**")

NOW THEREFORE in consideration of \$1.00 now paid by the Transferee to the Developer, the premises and the covenants contained in this instrument and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), each of the parties covenants and agrees with the other that the Master Development Agreement attached to Covenant FB217676 as Schedule "A" is hereby amended in accordance with Master Development Agreement Amendment No. 1 attached to this instrument as Schedule "A" and the Covenant is modified accordingly.

1.0 Priority Agreements

- 1.1 Canadian Pacific Railway Company (the "**Chargeholder**"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217682 and FB217683, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Developer to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Developer and the Transferee, their successors and assigns, that the within covenant shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.
- 1.2 1475893 Alberta Inc. (the "**Second Chargeholder**"), the registered holder of charges by way of Mortgages and Assignment of Rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217686, FB217690 and FB217687, FB217691, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Developer to the said Chargeholder (the receipt whereof is hereby

acknowledged), agrees with the Developer and the Transferee, their successors and assigns, that the within covenant shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

- 1.3 1444467 Alberta Inc. (the "Third Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB217688 and FB217689, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Developer to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Developer and the Transferee, their successors and assigns, that the within covenant shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.
- 1.4 Romspen Investment Corporation (the "Fourth Chargeholder"), the registered holder of charges by way of a Mortgage and Assignment of Rents registered against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA3297113 (modified by CA3589434) and CA3297114, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Developer to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Developer and the Transferee, their successors and assigns, that the within covenant shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C and D attached to and forming part of this Agreement.

SCHEDULE "A"

MASTER DEVELOPMENT AGREEMENT AMENDMENT NO. 1

THIS AGREEMENT dated for reference the ____ day of February 2015.

AMONG:

THE CORPORATION OF THE CITY OF VICTORIA

#1 Centennial Square
Victoria, British Columbia V8W 1P6
(the "**City**")

OF THE FIRST PART

AND:

FOCUS UNITED LIMITED PARTNERSHIP

80 Saghalie Road
Victoria, British Columbia V9A 0B8
("**Focus**")

and

0771279 B.C. LTD.

1500 - 1040 West Georgia Street
Vancouver, British Columbia V6E 4H8

(collectively, the "**Developer**")

OF THE SECOND PART

WHEREAS:

- A. The City, Roundhouse Properties Limited Partnership ("**Roundhouse**" as beneficial owner) and 0771279 B.C. Ltd. entered into a Master Development Agreement dated for reference the 26th day of July 2008 (the "**MDA**");
- B. 0771279 B.C. Ltd. (the "**Grantor**") granted to the City of Victoria a Section 219 Covenant registered in the Victoria Land Title Office under number FB217676 (the "**Covenant**"), which was registered as a charge against the Grantor's Lands as defined in the Covenant;
- C. Pursuant to Part 15.0 of the MDA, Roundhouse and 0771279 B.C. Ltd. granted to the City, at the option of the City, an area to be constructed within the Development as a Community Space or cash in lieu;
- D. The City has exercised its option pursuant to Section 15.2 of the MDA and has elected to accept cash in lieu of the Community Space and the City has acknowledged that as at July 26, 2014, the cash in lieu amount is Six Hundred Ninety Thousand One Hundred Thirty-Four Dollars and Twenty-Nine Cents

(\$ 690,134.29), which amount will continue to be adjusted pursuant to section 15.7 of the MDA;

- E. In December 2011, Roundhouse transferred its beneficial ownership to Focus;
- F. The Grantor's Lands have been subdivided since the date of the MDA;
- G. Until the two crossings of the E & N Rail corridor have been constructed, a temporary crossing will be required; and
- H. The parties have agreed to modify the terms of the MDA accordingly.

IN CONSIDERATION of the mutual promises exchanged herein, and for good and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1.0 AMENDMENTS

1.1 Section 7.4 is amended as follows:

- (a) by adding the words "and a temporary crossing" after the phrase "two crossings" in the seventh line of this Section; and
- (b) by adding the following sentence at the end of this Section:

"Prior to applying for a Building Permit for any building in the Commercial Heritage Roundhouse Phase, the Developer will provide the City with a copy of the executed Rail Crossing Agreement and any other necessary documentation or approvals between or from the Developer, ICF, the Operator or any other authorities having jurisdiction over the proposed rail crossings. The Developer will remove the temporary rail crossing no later than 6 months following completion of the permanent rail crossings."

1.2 Schedule D is deleted and replaced with Schedule D attached hereto.

1.3 Section 15.2(c) is amended as follows: by deleting "prior to the issuance of an occupancy permit for any building within the Commercial Heritage Roundhouse Phase" and replacing that wording with "prior to the Developer submitting a Development Permit Application for the first building to be constructed in Development Area 3, 4 or 5 (as the case may be) of the CD-12 Zone, Roundhouse District."

2.0 GENERAL PROVISIONS

2.1 Grantor's Lands

The parties acknowledge and agree that the Grantor's Lands, as defined in the MDA, have been consolidated into two parcels with the following legal description: Lot 1 Section 31 And District Lot 119 Esquimalt District Plan EPP33936 and Lot 2 Section 31 And District Lot 119 And Part Of The Unnumbered Part Esquimalt District And Part Of The Bed Of The Victoria Harbour Victoria District Plan EPP33936.

2.2 Defined Terms

In this Agreement, terms which are capitalized in this Agreement and which are not defined in this Agreement shall have the same meanings as those terms are defined in the MDA.

2.3 Covenant

The parties agree to execute, deliver and to register in the Victoria Land Title Office either a modification of the Covenant or a replacement Section 219 Covenant to reflect the amendment to the MDA made by Section 1.1 of this Agreement.

2.4 Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter, hereof and supersede all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

2.5 Further Assurances

Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

2.6 Binding Effect

Except as modified herein, the terms and conditions of the MDA remain unaltered and in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date and year first above written.

THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatories:

Print Name:

Print Name:

FOCUS UNITED LIMITED PARTNERSHIP
by its General Partners
Focus Equities Alberta Inc. and 1444467 Alberta Inc.:

Focus Equities Alberta Inc.
by its authorized signatory:

1444467 Alberta Inc.
by its authorized signatory:

Print Name:

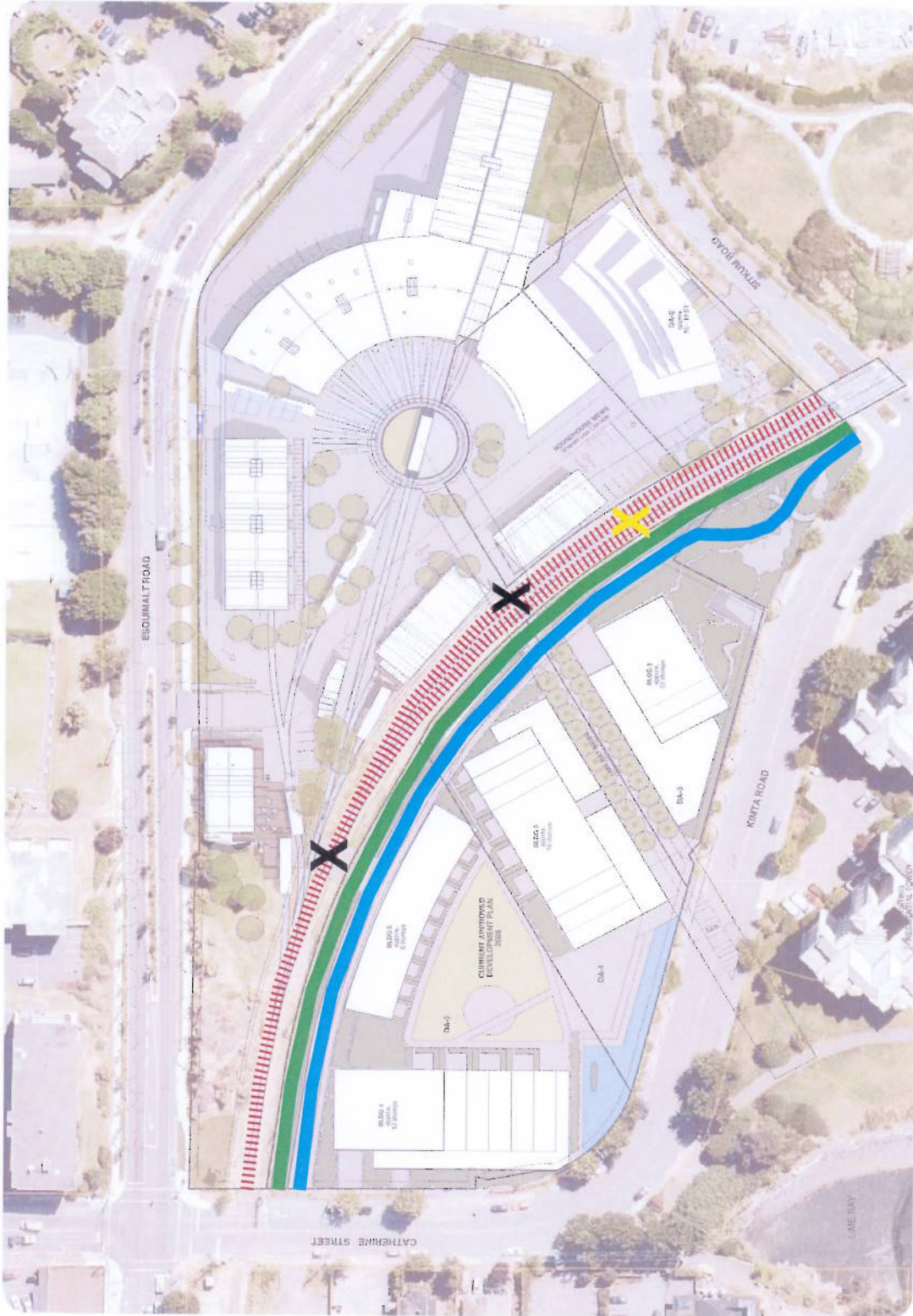
Print Name:

0771279 B.C. LTD.
by its authorized signatory(ies):

Print Name:

Print Name:

SCHEDULE D



E&N Trail: Service / Pedestrian Path



E&N Trail: Bike Path



E&N Rail Easement



Pedestrian Crossing Location (Temporary)



Pedestrian Crossing Location

