


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

**STEPHEN G. WING, DICK BYL LAW**  
 CORPORATION, Barristers and Solicitors  
 900 - 550 Victoria Street, Prince George, BC  
 V2L 2K1 Tel: (250) 564-3400 (No. 010960)

  
 Signature of Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*

(PID)

(LEGAL DESCRIPTION)

011-568-232

Lot 1 District Lot 1599 Cariboo District Plan 17097

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

See Schedule

See Schedule

See Schedule

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

☐

D.F. No.

(b) Express Charge Terms

☒

Annexed as Part 2

(c) Release

☐

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):\*

**RAJAN NAHAL and CHARANJIT NAHAL (the "Owner")**

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**,  
 represented by the Ministry of Transportation, Parliament Buildings, Victoria, British Columbia  
 V8V 1X5 (the "Ministry") and **CITY OF PRINCE GEORGE**, 1100 Patricia Boulevard, Prince  
 George, BC V2L 3V9 (the "City")

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.

Execution Date

Officer Signature(s)

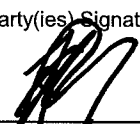


**NAVI SINGH DUHRA**  
 Barrister & Solicitor  
 1000 - 299 Victoria Street  
 Prince George, B.C. V2L 5B8  
 250-960-3200

(AS TO ALL SIGNATURES)

Y	M	D
2007	06	10

Party(ies) Signature(s)

**RAJAN NAHAL**

  
**CHARANJIT NAHAL**

## Officer Certification:

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

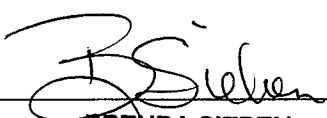

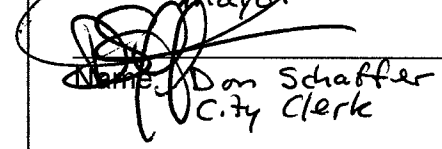
\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

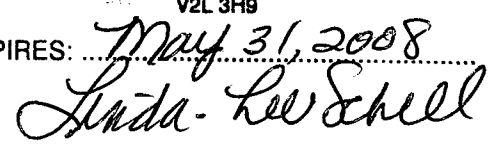
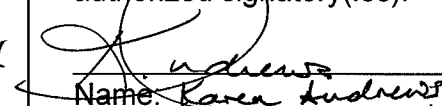
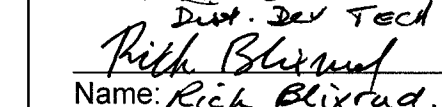
**"WITNESSED AS TO THE EXECUTION OF THIS INSTRUMENT BY THE SIGNATORIES"**  
**NO ADVICE SOUGHT OR GIVEN"**

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Page 2 of 8 pages

Officer Signature(s)	EXECUTION DATE			Party Signature(s)
	Y	M	D	
 <b>BRENDA SIEBEN</b> Commissioner for Taking Affidavits for British Columbia 1100 Patricia Blvd. Prince George, B.C. V2L 3V9  (as to all signatures)	07	06	04	<b>CITY OF PRINCE GEORGE</b> by its authorized signatory(ies):   Name: <u>Colin Kinsley</u> Mayor   Name: <u>Don Schaffer</u> City Clerk

Officer Signature(s)	EXECUTION DATE			Party Signature(s)
	Y	M	D	
<b>LINDA-LEE SCHELL</b> A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 213 - 1011 - 4th AVE, PRINCE GEORGE BC V2L 3H9  EXPIRES: <u>May 31, 2008</u>   (as to all signatures)	07	06	04	<b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</b> as represented by the Ministry of Transportation by its authorized signatory(ies):   Name: <u>Karen Andrews</u> Dist. Dev Tech   Name: <u>Rick Blixrud</u> Dist. Manager Transportation

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, RSBC 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)

*Harminder R. Bowers*

HARMINDER R. BOWERS  
MAIN FLOOR, ONE BENTALL CENTRE  
P.O. BOX 6, 505 BURRARD STREET  
VANCOUVER, B.C. V7X 1V3  
A COMMISSIONER FOR TAKING  
AFFIDAVITS FOR BRITISH COLUMBIA  
(as to all signatures)

EXECUTION DATE

Y	M	D
07	06	05

Party Signature(s)

**BUSINESS DEVELOPMENT BANK  
OF CANADA** by its authorized  
signatory(ies):

Name: *William Paul Livingston*  
COUNSEL

Name: *Karen Bowe*  
LEGAL ANALYST

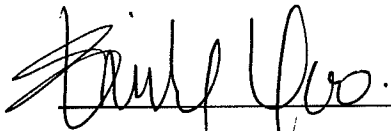
**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, RSBC 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)



**EMILY K. YAO**

Lawyer

700 550 Victoria Street  
Prince George, BC V2L 2K1  
Phone 565-8000

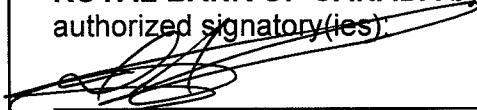
(as to all signatures)

EXECUTION DATE

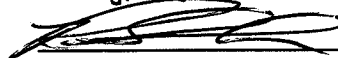
Y	M	D
07	06	07

Party Signature(s)

**ROYAL BANK OF CANADA** by its  
authorized signatory(ies):



Name: DONALD WESENBERG  
SACRED MANAGER SMALL BUSINESS



Name: Ryan Sebbe.  
Sr. Account Manager.

"Witnessed as to execution only.  
No advice sought or given"

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, RSBC 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**

---

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

---

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting Covenant <u>BB 513578</u> priority over Mortgage No. PL20227	Page 8, Paragraphs 1 and 2	Transferee
Priority Agreement granting Covenant <u>BB 513579</u> priority over Mortgage No. BA533323	Page 9, Paragraphs 1 and 2	Transferee

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

**WHEREAS:**

- A. The Owner is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly described in Item 2 of Part 1 of this General Instrument (hereinafter called the "**Land**").
- B. The Owner has applied to the City, to re-zone the Land from C-4 (Tourist Commercial) to C-5A (Highway Commercial) to allow for a Car Sales or Service Use, as defined in Prince George Zoning Bylaw No. 3482, 1980.
- C. It is a condition of the re-zoning application, that the Owner agrees to restrict the development of the Land in the manner specified herein.
- D. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land, a Covenant in favour of the Ministry and the City, that land is to be used in a particular manner or that land is not to be developed except in accordance with the Covenant.

**NOW THEREFORE**, in consideration of the promises and the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

- 1. The Owner covenants and agrees with the Ministry and the City not to subdivide the Land by any means whatsoever or construct any building or structure of any kind on the Land.
- 2. The Ministry and the City agree to execute and file at the Land Title Office, a discharge of this Covenant upon satisfaction by the Ministry and the City that the Owner has:
  - a. completed a Traffic Impact Study concerning the Land, in accordance with the terms of reference established by the Ministry;
  - b. obtained design drawings prepared by a registered professional engineer outlining any required highway or frontage road improvements identified in the Traffic Impact Study (the "Works");
  - c. obtained all required permits and licences for the Works;

- d. provided to the Ministry and the City, a cost estimate for the Works and adequate financial security for the Works, as required by the Ministry and the City;
  - e. entered into such covenants and agreements as are required by the Ministry and the City to ensure that the Works are completed to the satisfaction of the Ministry and the City.
- 3. The Owner will, at the Owner's expense, do or cause to be done all acts necessary to register this Covenant against title to the Land with priority over all financial charges, at the time of application for registration of this Covenant against the title to the Land.
- 4. Subject to the provisions of Section 219 of the *Land Title Act*, the Owner's covenants contained in this Agreement shall burden and run with the lands and shall enure to the benefit and be binding upon the Owner, their heirs, executors, administrators, successors and assigns and the Ministry and the City, and their respective assigns.
- 5. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Ministry and the City in relation to the Owner, including its successors and assigns, or the Land under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Ministry and the City, as if this Agreement had not been made by the Parties.
- 6. The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 7. The Owner, or any future owner of this Land may request a review of the terms of this Covenant, and the Ministry and the City, its successors or assigns, may alter, amend, or rescind the terms of this Covenant, having given due consideration to circumstances or situations which may arise that would affect the restricted area as contemplated herewith.
- 8. Notwithstanding anything contained herein, neither the Owner named herein nor any future owner of the Land or any portion thereof shall be liable under any of the covenants and agreements named herein where such liability arises by reason of an act or omission occurring after the Owner named herein or such future owner ceases to have any further interest in the Land.
- 9. Whenever the singular or masculine or neuter is used herein, or wherever the expressions "Owner", or "the Ministry" or "the City" are used, they shall be construed as including the plural, feminine, body corporate or politic where the context or the parties so require.

10. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to have been severed from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
11. This agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

### **CONSENT AND PRIORITY AGREEMENT**

Whereas the Business Development Bank of Canada (the "Chargeholder") is the holder of a Mortgage (called the "Charge") encumbering the lands (the "Land") described in Item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Prince George Land Title Office under PL20227.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Land.
2. The Chargeholder hereby grants to the transferees described in Item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Land, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.



### **CONSENT AND PRIORITY AGREEMENT**

Whereas the Royal Bank of Canada (the "Chargeholder") is the holder of a Mortgage (called the "Charge") encumbering the lands (the "Land") described in Item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Prince George Land Title Office under BA533323.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Land.
2. The Chargeholder hereby grants to the transferees described in Item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Land, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT