

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

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

William D. Battison
Richards & Richards, Barristers & Solicitors
10325 - 150th Street
Surrey, B.C. V3R 4B1 [604] 588-6844

W. Battison COPY

Authorized Agent - Client No. 010663

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

(PID) (LEGAL DESCRIPTION)
013-434-705 Parcel A District Lot 629 Cariboo District Plan 902, Except
Plan 34343

3. NATURE OF INTEREST: *

Description	Document Reference (page & paragraph)	Person Entitled to Interest
Section 219 Covenant	Entire Document	Transferee

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

- (a) Filed Standard Charge Terms
- (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):*

0743999 B.C. LTD., (Inc. No. 0743999), (the "Owner")

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

CITY OF PRINCE GEORGE, of 1100 Patricia Boulevard, Prince George, B.C. V2L 3V9, (the "City"), and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the MINISTRY OF TRANSPORTATION, of Parliament Buildings, Victoria, B.C. V3V 1R1, (the "Ministry")

7. ADDITIONAL OR MODIFIED TERMS: * NA

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)

W. Battison

WILLIAM D. BATTISON
Barrister & Solicitor
10325 - 150th Street
Surrey BC V3R 4B1
Tel: (604) 588-6844

Execution Date

Y	M	D
08	05	17

Signature:

0743999 B.C. LTD.
by its authorized signatory:

H. Rempel

Henry Rempel


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 Titles Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



GAIL M. PATYNIUK
A Commissioner for Taking Affidavits
for British Columbia
1100 F. G. St. Blvd.
Prince George, B.C. V2L 6T9

Execution Date

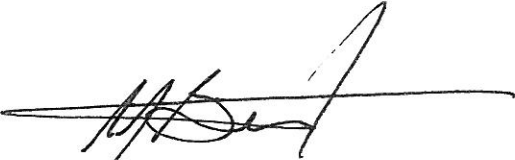
Y	M	D
08	05	09

Signature:

CITY OF PRINCE GEORGE
by its authorized signatory:


WENDY NORDIN

Officer Signature(s)

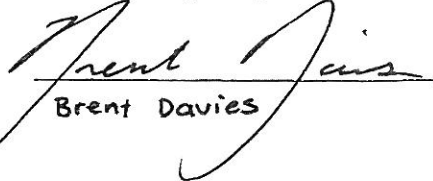

RONALD JAMES BLIGHT
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
360 - 1011 4th Ave., Prince George, B.C.
V2L 3H9
EXPIRES JAN 31 2009

Execution Date

Y	M	D
08	07	24

Signature:

HER MAJESTY THE
QUEEN IN RIGHT OF
THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister
of Transportation by its
authorized signatory:


Brent Davies

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 Titles Act* as they pertain to the execution of this instrument.

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 AF: Agriculture & Forestry, to M2: General Industrial, to allow for general industrial purposes, as set out in Prince George Zoning Bylaw No. 7850, 2007.
- 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 that the Land shall not be subdivided or developed by any means whatsoever, including, without limiting the generality of the foregoing, the construction of buildings, outdoor storage and non-accessory parking uses 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 Traffic Impact Study to identify the improvements that may be required at the existing Boeing Road/Highway 16 East intersection resulting from the full development of the subject property as a logistics/business park;
 - (b) provided conceptual design drawings, prepared by a registered professional engineer, for any improvements required at the existing Boeing Road/Highway 16 East intersection as identified in the Traffic Impact Study, (the “Works”);
 - (c) obtained all required approvals for the Works;
 - (d) provided to the Ministry and the City, a construction cost estimate for the Works and provided 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 Land and shall enure to the benefit of and be binding upon the Owner, its 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 herein.
- 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 sections or parts 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.

END OF DOCUMENT