



1. Application

**Sara Tafreshi, Paralegal of Fasken Martineau
DuMoulin LLP
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
16046313164**

2. Description of Land

PID/Plan Number	Legal Description
005-850-355	LOT 147 DISTRICT LOT 2003 CARIBOO DISTRICT PLAN 28774

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION		of Covenant CA9074075

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1268628 B.C. LTD., NO. BC1268628

6. Transferee(s)

**CITY OF PRINCE GEORGE
1100 PATRICIA BOULEVARD
PRINCE GEORGE BC V2L 3V9**

7. Additional or Modified Terms



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.

<p style="text-align: center;">Witnessing Officer Signature</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>RAVINDER RAVI S. BINDRA Barrister & Solicitor Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver BC V6C 0A3</p> <p>604 631 4998</p>	<p style="text-align: center;">Execution Date</p> <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2021-10-13</p> </div>	<p style="text-align: center;">Transferor Signature(s)</p> <p>1268628 B.C. LTD. By their Authorized Signatory</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Name: Kevin Price</p>
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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.

<p style="text-align: center;">Witnessing Officer Signature</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>BRENDA SIEBEN Commissioner for Taking Affidavits for British Columbia 1100 Patricia Blvd. Prince George BC V2L 3V9</p> <p>Expires: Jan 31, 2023</p>	<p style="text-align: center;">Execution Date</p> <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2021-10-12</p> </div>	<p style="text-align: center;">Transferor Signature(s)</p> <p>City of Prince George By their Authorized Signatory</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Name: Deanna Wasnik, Director, Development Services</p>
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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.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <p>Ravinder Ravi Singh Bindra SK6VI9</p> </td> <td style="padding: 5px;"> <p>Digitally signed by Ravinder Ravi Singh Bindra SK6VI9 Date: 2021-10-13 14:46:45 -07:00</p> </td> </tr> </table>	<p>Ravinder Ravi Singh Bindra SK6VI9</p>	<p>Digitally signed by Ravinder Ravi Singh Bindra SK6VI9 Date: 2021-10-13 14:46:45 -07:00</p>
<p>Ravinder Ravi Singh Bindra SK6VI9</p>	<p>Digitally signed by Ravinder Ravi Singh Bindra SK6VI9 Date: 2021-10-13 14:46:45 -07:00</p>		

TERMS OF INSTRUMENT – PART 2
MODIFICATION
OF
SECTION 219 COVENANT – DESIGN AND PERFORMANCE

BETWEEN:

1268628 B.C. LTD.,
553 – 550 West Broadway,
Vancouver, British Columbia V5Z 1E9

(the “**Covenantor**”)

OF THE FIRST PART

AND:

CITY OF PRINCE GEORGE,
1100 Patricia Boulevard,
Prince George, British Columbia V2L 3V9

(the “**City**”)

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of the lands and premises located in the City of Prince George, in the Province of British Columbia, legally described as:

Parcel Identifier: 005-850-355
Lot 147 District Lot 2003 Cariboo District Plan 28774

(the “**Property**”);

- B. Pursuant to an Offer to Purchase made the 29th day of July, 2020 (as amended and assigned from time to time, the “**Purchase Agreement**”), the City of Prince George (the “**City**”) agreed to sell to the Covenantor, and the Covenantor agreed to purchase from the City, the Property;
- C. As a condition of the sale of the Property by the City to the Covenantor, the Covenantor agreed to grant and register a design and performance covenant against title to the Lands under section 219 of the *Land Title Act* which was registered in the Land Title Office under registration number CA9074075 (the “**Covenant**”) in favour of the City, which Covenant requires that the Property be developed in accordance with the Covenant, and prohibits any development of the Property except in accordance with the Covenant; and

- D. The Covenantor and the City have agreed to enter into a modification to the Covenant on the terms and conditions herein (the “**Modification**”) for the purpose of amending Section 1.4 of the Covenant.

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Covenant as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Covenantor and the City hereby covenant and agree as follows:

1. **Modification of the Covenant**

The Covenantor and the City acknowledge and agree that the Covenant is hereby modified by deleting Section 1.4 of the Covenant in its entirety and substituting therefor the following as Section 1.4 of the Covenant:

“1.4 The Covenantor will commence construction of the Development on the Property and will have commenced pouring the foundation on or before the date that is twenty-four (24) months following the completion of the Property.”

2. **Covenant Ratified and Confirmed**

The Covenantor and the City acknowledge and agree that the Covenant, as modified by the Modification, is hereby ratified and confirmed to the effect and with the intent that the Covenant and the Modification shall be read and construed as one document.

3. **Amendment**

No alteration or amendment of the Covenant and the Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.

4. **Binding Agreement**

This Modification shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. **Time**

Time shall be of the essence of this Modification.

6. **Interpretation**

All terms used in this Modification which are defined in the Covenant will have the meaning ascribed to such terms in the Covenant, unless defined in this Modification or the context otherwise requires.

7. **Conflict**

In the event of any conflict between the terms and conditions of the Covenant and this Modification, the terms of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification by signing the General Instrument Part 1 attached hereto as of the date first above written on the said instrument.

END OF DOCUMENT

