

Summary of Pre-sale Risks and Buyer Rights

This document highlights key risks and buyer protections for you if you are buying a pre-sale unit. It is not a substitute for reading your purchase agreement or the developer's **entire** disclosure statement, as it does not cover all of the risks, rights, or contractual terms associated with buying a pre-sale unit. It is a good idea to get advice from a lawyer or notary and to review the entire disclosure statement and your purchase agreement with them **before signing any agreement** with a developer. You may also want to seek representation from a real estate licensee.

3 Sisters Ridge

Name of Development

KEY RISKS

The following risks may apply to your purchase:

Construction Delays or Failure: Construction may be delayed beyond the estimated date range for completion of construction or, in rare cases, never completed. Check section 5.1 of your disclosure statement and any amendments to the disclosure statement to confirm this date.

Closing Date Changes: Developers may postpone your closing date, affecting your move-in plans and financing.

Cancelling the Purchase Agreement: Developers may cancel your purchase agreement if sales targets are not met, occupancy is significantly delayed, or you miss required payments.

Deposit Return Without Interest: Your deposit is usually returned without interest if developers cancel your purchase agreement.

Refusal of Assignment: Developers may refuse or restrict assignment of your purchase agreement, limiting resale or transfer options.

For more information on these risks and others, see [BCFSA's Consumer Guide to Pre-sale Real Estate Purchases](#).

CONTRACTUAL RIGHTS AND OBLIGATIONS

Section 7.2 of the disclosure statement describes important information about your purchase agreement. It summarizes the rights and obligations of both you and the developer. Review it carefully. Confirm that the developer or its representative has brought this to your attention by initialing here: _____.

Seven-Day Cancellation: You can cancel your purchase agreement within seven days of signing it by giving written notice to the developer (see Section 21 of the [Real Estate Development Marketing Act](#)).

☐

N/A

Building Permit Deadline: You have the right to cancel your purchase agreement if the developer does not obtain and disclose a building permit by _____, and you also have the right to cancel within seven days after the developer discloses a building permit that shows a material change in the layout or size of your unit, the overall development, or a major common facility.

☐

N/A

Financing Commitment: You have the right to cancel your purchase agreement if the developer does not obtain and disclose a satisfactory financing commitment by _____.

Confirm that the developer or its representative has explained to you whether these rights to cancel your purchase agreement are applicable by initialing here: _____.

**3 SISTERS RIDGE
FERNIE, BC**

**DISCLOSURE STATEMENT
MARCH 16, 2026**

**DEVELOPER:
0850502 B.C. LTD.**

Business Address: 29 Alpine Trail
Ferne, British Columbia V0B 1M5

Address for Service: c/o Jones Emery LLP
1212 – 1175 Douglas Street
Victoria, British Columbia V8W 2E1

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.

The Developer intends to market the Strata Lots offered for sale under this Disclosure Statement using its own employees. The employees of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.

The Developer also intends to market the Strata Lots offered for sale under this Disclosure Statement using the services of Jolanda Bjorkman, Remax – Elk Valley Realty, 1241 7th Ave Fernie, BC V0B 1M0, TEL: 250-420-1102

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____

who has confirmed that fact by initialing in the space provided here: _____

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

RIGHT OF RESCISSION

Purchasers are advised to review the Purchase Agreement attached as Exhibit E and section 7.2 of the Disclosure Statement for additional rescission rights in the Purchase Agreement.

**RIGHT OF RESCISSION
POLICY STATEMENT NO. 5 – BUILDING PERMIT NOT ISSUED
PHASE 2 AND PHASE 3 ONLY**

- (a) The estimated date, as disclosed in the disclosure statement for issuance of a building permit, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;**
- (b) The developer will market the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement is filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:**
 - (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
 - (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following terms:**
 - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**
 - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;**

(iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and

(iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

**RIGHT OF RESCISSION
POLICY STATEMENT NO. 6 – SATISFACTORY FINANCING COMMITMENT NOT OBTAINED
PHASE 2 AND PHASE 3 ONLY**

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the Developer filed the disclosure statement with the Superintendent;**
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The Developer must also either:**
 - (i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or**
 - (ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.**

Additionally, the developer must provide written notice without delay to the superintendent if during the 12 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:**
 - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser,**
 - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and**
 - (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.**

LIST OF EXHIBITS

Exhibit A	Strata Plan: Phase 1 - Final Phases 2 to 3 – Preliminary
Exhibit B	Form V: Phase 1 - Final Phase 2 to 3 – Preliminary
Exhibit C	Form P
Exhibit D	Excerpt of Zoning Bylaw: R-4 Zone
Exhibit E	Purchase Agreement: Phase 1 Phase 2 to 3
Exhibit F	Summary of Terms from Purchase Agreement
Exhibit G	Summary of Title Charges
Exhibit H	Strata Corporation Bylaws
Exhibit I	Developer's Interim Budget: Phase 1 to 3
Exhibit J	3 Sisters Ridge Access Easement
Exhibit k	Canyon Peaks Access Easement
Exhibit L	Turn Around Covenant
Exhibit M	Turn Around Easement
Exhibit N	Water and Sewer Easement
Exhibit O	Reciprocal Access Easement
Exhibit P	Emergency Access Covenant
Exhibit Q	Geotech Report Covenant
Exhibit R	Steep Slope Covenant
EXHIBIT S	Building Permits: Phase 1

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1 DEVELOPER

1.1 Developer Description

The developer, **0850502 B.C. Ltd.** (Inc. No. BC0850502) (the “**Developer**”), is a British Columbia company that was incorporated on April 27, 2009.

1.2 Developer’s Purpose and Assets

The Developer was not incorporated specifically for the purpose of developing the Strata Lots (as defined in section 2.1). The Developer does not have assets other than the Development Lands, the Remainder Lands, and the Strata Lots.

1.3 Developer’s Registered and Records Office

The registered and records office of the Developer is:

201 – 907 Baker Street
Cranbrook BC V1C 1A4
Canada

1.4 Developer’s Directors

The director of the Developer is Alexander Francis Hamilton.

1.5 Background of Developer, Directors, Officers and Principal Holders of the Developer

In accordance with Policy Statement No. 1 and No. 15 under the *Real Estate Development Marketing Act*, the Developer is required to provide certain disclosure respecting the previous 5 to 10 years.

To the best of the Developer’s knowledge:

- (a) **0850502 B.C. Ltd.**, the Developer has 16 years of experience in the residential construction industry primarily in Fernie B.C. The Developer’s experience ranges from the construction of high end residential homes to multi-family homes.
- (b) **Alexander Francis Hamilton**, the sole director of the Developer, has been involved in the real estate development industry for approximately 22 years. Mr. Hamilton’s experience ranges from the construction of high-end residential homes to multi-family homes.
- (c) Neither the Developer, any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the **ten years** before the date of the Developer’s declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (d) Neither the Developer, any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the **five years** before the date of the Developer's declaration attached to the Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (e) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the **five years** prior to the date of the Developer's declaration attached to the Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangements or compromises with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

In this section 1.5, the term "**principal holder**" means any person holding directly or indirectly more than 10% of any class of voting securities of the issuer of those securities.

1.6 Conflict of Interest

- (a) Hamilton Mountain Homes Ltd., has been engaged by the Developer as the general contractor for the Development (the "**General Contractor**"). Mr. Hamilton is the sole director of the Developer and the General Contractor and there are common shareholders between the Developer and the General Contractor. Accordingly, purchasers are advised that the Developer and the General Contractor are not at "arms length".

Aside from the foregoing, the Developer is not aware of any other existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

The Developer notes, however, that after completion of construction of the Development, the Developer (or any entity affiliated with the Developer) and its or their marketing agents may continue to carry out within the Development marketing and sales activities relating to the Development for such period as the Developer determines to be necessary or desirable.

2 GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Location of the Development

The development known as “3 Sisters Ridge” (the “**Development**”) is located within the Corporation of the City of Fernie, British Columbia (“**Fernie**”).

The Development is currently planned as a Phased Strata Plan (as defined in section 2.4) with ten (10) Phases (as defined in section 2.4). The Phases will be constructed on the Development Lands (as defined in section 4.1). The civic address assigned to the Development or the Strata Lots (as defined in section 2.1) are subject to change by Fernie or the Developer.

(b) General Description of the Strata Lots

The Development is intended to consist of a total of 28 strata lots (the “**Strata Lots**”) planned in ten (10) Phases as follows:

Phase Number	Number of Strata Lots
1	3
2	3
3	3
4	3
5	3
6	3
7	3
8	3
9	2
10	2
	Total - 28

Each Strata Lot will be a separate legal title and will be owned individually by the purchaser(s) of the Strata Lots.

(c) Strata Lots Offered for Sale

The Developer is offering the following for Sale under this Disclosure Statement:

- (i) Phase 1 Strata Lots; and
- (ii) Strata Lots to be constructed in Phases 2 and 3.

(d) Final Strata Plan

Title for the Strata Lots in each Phase will be created by the deposit in the Land Title Office (the “**Land Title Office**”) of a final surveyed strata plan (the “**Final Strata Plan**”) for that Phase over the Development Lands.

(e) Final Strata Plan: Phase 1

The Final Strata Plan for Phase 1 has been registered in the Land Title Office, a copy of which is attached as part of **Exhibit A**.

(f) Preliminary Strata Plan: Phases 2 and 3

The preliminary strata plans (the “**Preliminary Strata Plan**”) for Phases 2 and 3 of the Development, which shows the proposed layout and location of the Strata Lots in Phases 2 and 3 is attached as part of **Exhibit A**. The actual layout, dimensions, location and area of the Strata Lots and Common Property in Phases 2 and 3 may vary from what is depicted on the Preliminary Strata Plan.

(g) Strata Corporation

All the owners of the Strata Lots will collectively be members of the strata corporation known as The Owners, Strata Plan EPS12119 (the “**Strata Corporation**”). See section 2.4 for further information about the Phased Strata Plan.

(h) Canyon Peaks: Separate Strata Corporation

There is a strata development adjacent to the Development known as “**Canyon Peaks**”. Canyon Peaks was developed as a Phased Strata Plan in six (6) Phases, is complete, and is legally described as The Owners, Strata Plan NES3590 (the “**Canyon Peaks Strata Corporation**”). The original developer of Canyon Peaks and the Developer of the Development are not related.

Canyon Peaks was originally planned to consist of 16 Phases. If completed as originally planned, Canyon Peaks would have included all those lands now included in the Development Lands and there would have only been the Canyon Peaks Strata Corporation for all the strata lots built on these lands.

The Developer purchased the land where the balance of Canyon Peaks was to be constructed in 2014 and completed one building which is included in the Canyon Peaks Strata Corporation. The Developer then separated the balance of the remaining land from the phasing plan for Canyon Peaks. As a result, the Strata Corporation for the Development will be separate from the Canyon Peaks Strata Corporation.

(i) Canyon Peaks: Foundations in Phases 1 to 4

The original developer of Canyon Peaks constructed the foundations for the Strata Lots now planned for Phases 1 to 4 of the Development. These foundations have been certified by an engineer and approved for construction of the Strata Lots planned for Phases 1 to 4 of the Development.

(j) Canyon Peaks: Shared Access Rights

As a result of the Strata Corporation being separate from the Canyon Peaks Strata Corporation, certain easements are required to provide access between the two developments. These easements are summarized below:

- (i) **Access over Canyon Peaks's Common Property Roads.** The Strata Lots in the Development have access rights over the Common Property roads in Canyon Peaks pursuant to Easement LB264731 ("**3 Sisters Ridge Access Easement**"), a copy of which is attached as **Exhibit J**.
- (ii) **Access over the Development's Common Property Roads.** The strata lots in Canyon Peaks have access rights over the Common Property roads to be constructed in the Development pursuant to Easement LB264733 ("**Canyon Peaks Access Easement**"), a copy of which is attached as **Exhibit K**.
- (iii) **Turn Around Area.** Further to Covenant LB264737 (the "**Turn Around Covenant**"), the Developer will be required to construct a vehicle turn around area located outside the legal boundaries of the Development and within the area shown on Plan NEP88073 (the "**Turn Around Area**") prior to receiving occupancy permits for the Strata Lots planned for Phases 9 and 10 of the Development. The Strata Lots in the Development will have access to the Turn Around Area once constructed. The strata lots in Canyon Peaks will also have access to the Turn Around Area pursuant to the Canyon Peaks Access Easement and Easement LA108465 (the "**Turn Around Easement**"). A copy of the Turn Around Covenant is attached as **Exhibit L** and a copy of the Turn Around Easement is attached as **Exhibit M**.
- (iv) **Utilities.** The Development will be serviced by municipal water and sewerage services, which are constructed within the Common Property of Canyon Peaks and within the Development Lands. The Development and Canyon Peaks have reciprocal rights to repair and maintain these services pursuant to Easement CA5781987 – CA5781989 (the "**Water and Sewer Easement**"), in support of the proper functioning of these services for both the Development and Canyon Peaks. A copy of the Water and Sewer Easement is attached as **Exhibit N**.

(k) Reciprocal Access Easement

The Developer has registered a reciprocal access easement over the Remainder Lands (as defined in section 4.1) and over the Development's Common Property (as defined in section 3.3) (the "**Reciprocal Access Easement**"). The Reciprocal Access Easement provides the Strata Lots in

the Development with access over the Remainder Lands to Canyon Trail, a public road, and will permit the Developer to access the Development's Common Property in order to build out each Phase of the Development. Accordingly, access to the Development will be provided access by the Reciprocal Access Easement and Canyon Trail. A copy of the Reciprocal Access Easement is attached as **Exhibit O**.

2.2 Permitted Use

(a) Zoning Bylaw

Pursuant to Fernie's Zoning Bylaw No. 1750 (the "**Zoning Bylaw**"), the zoning applicable to the Development is as follows:

- (i) Phases 1 to 8 are within the R-4 Multiple Family Residential (High Density)) zone (the "**R-4 Zone**"); and
- (ii) Phases 9 and 10 are within the R-SS Residential – Small Scale zone.

An excerpt of the R-4 Zone, which applies to the Strata Lots in Phases 1, 2, and 3 being marketed under this Disclosure Statement, is attached as **Exhibit D**.

Bold and italicized terms in this section 2.2 are as defined in the Zoning Bylaw.

(b) Zoning Bylaw: Permitted Uses

The R-4 Zone include the following permitted uses:

- (i) **multi family dwelling** which means one **building** containing three or more **dwelling units** that take the built form of town housing, stacked town housing or **apartments**;
- (ii) **rest homes**; and
- (iii) uses permitted under section 3.3 of the Zoning Bylaw.

The R-4 Zone includes the following accessory uses:

- (i) **home occupation** which means an occupation, service, profession or craft which is clearly incidental to the use of a **dwelling unit** for residential purposes or to the residential use of a parcel occupied by a **dwelling unit**, including, but not limited to, **short term rentals** ; and
- (ii) other uses, **buildings**, and structures **accessory** to a permitted use.

(c) Zoning Bylaw: Home Occupation

Home occupation includes **short term rentals**, which is defined under the Zoning Bylaw as “the rental of all or a portion of a **Dwelling Unit** for periods of less than 30 days for valuable consideration in accordance with a valid and subsisting business license issued for that use in that building, excluding **Secondary Suites** and **Secondary Dwelling Units**”.

Section 3.5 of the Zoning Bylaw also requires “**home occupation**” to comply with the following:

- (i) it shall be carried on only by residents within the **dwelling unit**;
- (ii) it shall be conducted entirely within the **dwelling unit** or an **accessory building**;
- (iii) shall not involve the storage of materials outside the **dwelling unit** or **accessory building**;
- (iv) a maximum of one **home occupation** related vehicle shall be permitted provided it is no larger than one ton with a gross vehicle weight of 5300 kg. and a parking space provided;
- (v) it shall give no exterior indication of the **home occupation** except that one (1) sign not exceeding 0.2 m² (2.2 sq. ft.) in area may be affixed to the **dwelling unit** or **accessory building** which gives the name of the home occupation and the name of the license holder;
- (vi) it shall provide off-street parking spaces for all vehicles associated with the **dwelling unit** and the **home occupation** under the parking provisions of Part 7 of the Zoning Bylaw;
- (vii) shall not involve the retail sale of goods except those produced or assembled by the **home occupation**; and
- (viii) no **home occupation** shall be permitted unless there is a valid and subsisting business license for such use.

(d) Zoning Bylaw: Intended Use

The permissible use within the R-4 Zone intended by the Developer is “**multi family dwelling**”. However, the Strata Lots may be used for commercial purposes ancillary to residential purposes (as described above), and accordingly, there are other permissible uses of the Development beyond those intended by the Developer.

The Developer provides no assurances with respect to whether a purchaser’s particular **home occupation** will be permitted under the Zoning Bylaw. Purchasers are responsible to comply with the Zoning Bylaw and are advised to obtain their own legal advice with respect to any desired **home occupation** within the Development.

(e) Further Information on Zoning

The complete text of the Zoning Bylaw, and further information and details about zoning requirements and permissible uses applicable to the Development, can be obtained from Fernie:

Address: City Hall
Attn: Planning and Development Department
501 – 3rd Ave Box 190
Ferne BC V0B 1M0

Phone: 250-423-6817
Fax: 250-423-3034
Email: cityhall@fernie.ca
Website: <https://www.fernie.ca/EN/main/city/departments-services/planning-development-services.html>

The contact information set out above is current as of the date of this Disclosure Statement. If a purchaser attempts and is unable to contact Fernie using this contact information, or finds that this information is no longer accurate, the purchaser should contact Fernie and ask to speak with someone regarding zoning.

2.3 Phasing

(a) Declaration of Intention to Create a Strata Plan by Phased Development (Form P)

A phased strata plan is a development that is constructed and completed in parts, but all parts will become one Strata Corporation (the “**Phased Strata Plan**”). An approved Form P Declaration of Intention to Create a Strata Plan by Phased Development pursuant the *Strata Property Act* (British Columbia) is required for each such strata plan (the “**Form P**”). The location and area of each phase (“**Phase**”) is set out on the sketch plan attached to the Form P. The Form P also shows the current estimated unit entitlement and number of Strata Lots to be constructed in each Phase, as well as the estimated dates for construction.

(b) Phasing at the Development

The Development will be developed as a Phased Strata Plan pursuant to a Form P. Attached as **Exhibit C** is a copy of the Form P, which has been approved by the Approving Officer and registered in the Land Title Office concurrently with the Phase 1 Strata Plan.

The Development is intended to consist of a total of 28 strata lots (the “**Strata Lots**”) planned in ten (10) Phases as follows:

Phase Number	Number of Strata Lots
1	3
2	3
3	3
4	3

5	3
6	3
7	3
8	3
9	2
10	2
	Total - 28

The Developer has “elected to proceed” with Phase 1 of the Development.

The Developer has not “elected to proceed” with any of the subsequent Phases of the Development and as such may elect to not construct any of the subsequent Phases of the Development. The Developer may also apply for further amendments to the Form P as permitted by the *Strata Property Act*.

(c) *Strata Lots Offered for Sale under this Disclosure Statement*

The Developer is offering the following for Sale under this Disclosure Statement:

- (i) Phase 1 Strata Lots; and
- (ii) Strata Lots to be constructed in Phases 2 and 3.

3 STRATA INFORMATION

3.1 Unit Entitlement

(a) *General Description of Unit Entitlement: Form V*

The unit entitlement of each Strata Lot is a figure that determines the share of the Strata Lot in the Common Property and assets of the Development and its contribution to the expenses of the Common Property (the “**Unit Entitlement**”). The Unit Entitlement for strata lots in strata developments is set out in the Form V: Schedule of Unit Entitlement (the “**Form V**”).

(b) *Unit Entitlement of the Strata Lots*

The Unit Entitlement of each Strata Lot in the Development will be determined in accordance with section 246(3)(a)(i) of the *Strata Property Act*, which will reflect the habitable area, in square metres, of the strata lot, as determined by a British Columbia Land Surveyor, rounded to the nearest whole number.

The calculation of the preliminary Unit Entitlement for each of the Strata Lots to be constructed is based on architectural drawings and may vary somewhat when calculated on the basis of the surveyed Final Strata Plan for the Strata Lots in each Phase. The final Schedule of Unit Entitlement (Form V) for the Strata Lots will be filed in the Land Title Office concurrently with the Final Strata Plan for each Phase.

(c) Final Form V: Phase 1

The Unit Entitlement for the Strata Lots in Phase 1 is set out in the final Form V attached as part of **Exhibit B**.

(c) Preliminary Form V: Phases 1, 2, and 3

The proposed Unit Entitlement for the Strata Lots in Phase 2 and 3 is set out in the preliminary Form V's attached as part **Exhibit B**.

3.2 Voting Rights

(a) General Description of Voting Rights: Form W

The voting rights of each Strata Lot is a figure that determines how many votes each Strata Lot is afforded when permitted to cast votes in the proceedings of the Strata Corporation. The voting rights for Strata Lots in strata developments is set out in the Form W: Schedule of Voting Rights (the "**Form W**"). If no Form W is filed for the development, then the voting rights are as set out in the *Strata Property Act* (British Columbia).

(a) Voting Rights of the Strata Lots

Each Strata Lot will have one (1) vote in the Strata Corporation. The Developer does not intend to file any Form W's in connection with the Development.

3.3 Common Property and Facilities

(a) General Description of Common Property

Each owner of a Strata Lot will own a proportionate, undivided share of the common property (the "**Common Property**") of the Development and the common assets (the "**Common Assets**") of the Strata Corporation as a tenant in common. The Common Property is comprised of, among other things, all of the land and buildings outside the individual Strata Lots but contained within the Development. The Common Assets are comprised of, among other things, all of the land held in the name of or on behalf of the Strata Corporation that is located outside of the Development. Each owner of a Strata Lot will own an undivided share of the Common Property and the Common Assets of the Strata Corporation based on each owner's Strata Lot's Unit Entitlement.

(b) Service Facilities

The Development may also include additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency systems and equipment, and other such facilities and equipment which may not be depicted on the Preliminary Strata Plan, but which may be required by the governing authorities, utility providers, or the Developer in connection with the Development (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by governing

authorities, utility providers, or the Developer in its sole discretion or as recommended by the Developer's consultants.

(c) Changes to Common Facilities

The Developer reserves the right to increase or decrease the proposed size, and substantially alter the proposed configuration and location of the Service Facilities and any other facilities forming part of the Common Property or Common Assets in Phases not yet constructed (collectively, the "**Common Facilities**"), all without compensation to the Strata Corporation and/or the purchasers of the Strata Lots.

(d) Common Property at the Development

The Common Property in the Development includes common access roads, pathways, and greenspaces. The Strata Corporation is responsible for repairing and maintaining all Common Property.

(e) Common Assets at the Development

The only Common Assets are the benefit of certain access and utility easements referred to in section 4.1. There are no further Common Assets planned for the Development.

(f) Common Facilities at the Development

There are no Common Facilities planned for the Development.

3.4 Limited Common Property

(a) General Description of Limited Common Property

Limited common property (the "**Limited Common Property**") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

(b) Limited Common Property at the Development

Each Strata Lot in the Development is intended to have a driveway, entry, decks, and yard areas designated as Limited Common Property, as on the Final Strata Plans attached as part of **Exhibit A** and as substantially shown on the Preliminary Strata Plans attached as part of **Exhibit A**.

3.5 Bylaws

(a) General Description of Strata Corporation Bylaws

Strata corporations have bylaws that govern certain affairs of strata developments and the owners of strata lots within strata developments. Bylaws provide for the control, management, administration, use and enjoyment of the strata lots and the common property in strata developments.

(b) Strata Corporation Bylaws at the Development

The Strata Corporation bylaws (the “**Bylaws**”) are attached as **Exhibit H**. The Bylaws are the bylaws contained in the Schedule of Standard Bylaws attached to the *Strata Property Act* (British Columbia).

The Developer also notes that:

- (i) Purchasers should carefully review the Bylaws. Without limiting the significance of other provisions of the Bylaws, the Bylaws impose restrictions regarding pets, use of Strata Lots, and certain other matters.
- (ii) Further to section 2.4, upon the registration of each subsequent Phase of the Phased Strata Plan, the most recently registered Phase will automatically join and become part of the Strata Corporation. As a result, all Phases of the Development will be governed by the Bylaws, as may be amended from time to time.

3.6 Parking

(a) Parking at the Development

Each Strata Lot will be required to provide a private driveway and an enclosed garage within the boundaries of their Strata Lot in order to provide at least two (2) parking stalls for their Strata Lot. There will not be public or visitor street parking available at the Development.

(b) Emergency Access Covenant

Covenant LB264727 (the “**Emergency Access Covenant**”) granted in favour of Fernie requires the Strata Corporation and all owners of Strata Lots to comply with the following:

- (i) the Common Property roads to be constructed in the Development must not be used for the parking or storage of motor vehicles, boats, recreational vehicles, or trailers;
- (ii) the Common Property roads to be constructed in the Development must be cleared of snow and kept accessible for the provision of emergency services; and
- (iii) Fernie, and any other governmental authority or agencies providing emergency services, must be given access to the Development at all times in order to provide emergency services such as fire, ambulance, and police services.

A copy of the Emergency Access Covenant is attached as **Exhibit P**.

3.7 Furnishing and Equipment

(a) Furnishing and Equipment Included in Purchase Price

The following furnishing and equipment will be included in the purchase price of the Strata Lots:

- (i) Refrigerator
- (ii) Gas Stove
- (iii) Overhead Range with Microwave
- (iv) Dishwasher
- (v) Washer and Dryer

(b) Additional Furnishing and Equipment

Purchasers may have the opportunity to purchase additional furnishing and equipment as may be set out in the Purchase Agreement (as defined in section 7.2) entered into between the Developer and a purchaser.

(c) Manufacturer's Warranty

Any manufacturer's warranty on the above furnishing and equipment will be passed on to the purchaser of the Strata Lot to the extent permitted by such warranty. The Developer provides no warranty with respect to the items set above.

3.8 Budget

(a) General Description of Strata Corporation Budget

The expenses for the Strata Corporation repairing and maintaining the Common Property are set out in the Strata Corporation's budget (the "**Strata Corporation Budget**") which is passed annually at the Strata Corporation's Annual General Meeting.

(b) Interim Strata Corporation Budget

The Developer has prepared an interim budget of estimated operating expenses (the "**Interim Budget**") for the Strata Corporation for the Interim Budget Period. The Interim budget is attached as **Exhibit I**. The Interim Budget also sets out the monthly assessments for each of the Strata Lots.

With respect to Phase 1, the "**Interim Budget Period**" is the 12-month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser.

With respect to each subsequent Phase, the "**Interim Budget Period**" is the 12-month period commencing on the first day of the month following the date that Phase is registered in the Land Title Office.

(c) Owner's Budget Requirements

Under the *Strata Property Act*, the owners of the Strata Lots are required to pay maintenance fees in respect of their Strata Lots' share of the total contributions budgeted for the Strata Corporation's operating fund and contingency reserve fund. **Exhibit I** sets out the estimated monthly assessments for the Strata Lots offered for sale under this Disclosure Statement during

the Interim Budget Period. The estimated monthly assessments for the Strata Lots are based on the Interim Budget and the Unit Entitlement figures set out in **Exhibit B**.

At the first annual general meeting of the Strata Corporation and each annual general meeting thereafter, the Strata Corporation will approve a new annual budget for the Strata Corporation for the following 12-month period. The actual monthly assessments for the Strata Lots for each such 12-month period will be calculated based on the approved budget and the finalized Unit Entitlement for each Strata Lot.

(d) *Developer's Budget Requirements*

The Developer has certain obligations with respect to the Interim Budget and the Strata Corporation under the *Strata Property Act*. The Developer must establish the Strata Corporation's contingency reserve fund and contribute a minimum amount equal to 10% of the Interim Budget for each Phase. The Developer is also responsible for paying the actual expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs in each Phase.

(e) *Strata Lot Expenses*

Strata Lot owners will be responsible for paying the following expenses directly with respect to their Strata Lot:

- (i) **Property Taxes.** Each Strata Lot owner will be responsible for paying real property taxes for his or her Strata Lot directly to Fernie.
- (ii) **Electricity to Strata Lots.** Electricity will be supplied to the Strata Lots by B.C. Hydro the cost of which will be separately metered, billed to and the responsibility of the Strata Lot owner.
- (iii) **Natural Gas.** Natural gas will be supplied by Fortis BC, the cost of which will be separately metered, billed to and the responsibility of the Strata Lot owner.
- (iv) **Water and Sewerage.** Domestic water and sewerage will be supplied to the Strata Lots by Fernie, the cost of which will be separately metered, billed to and the responsibility of the Strata Lot owner. Fernie metres water usage and then issues a sewerage account based on the water usage.
- (v) **Telephone / Cable / Internet.** Telecommunication services will be provided by Telus, or any other service provider available to the Development, the cost of which will be billed to and the responsibility of the Strata Lot owner.

3.9 Utility and Services

(a) General Description of Utilities and Services

The Development and the Strata Lots will be serviced by the utilities and services set out in this section.

(b) Water and Sewerage Service

Water and sewerage will be provided by Fernie.

(c) Electrical Service

Electricity will be provided by B.C. Hydro.

(d) Natural Gas

Natural Gas will be provided by Fortis BC.

(e) Fire Protection

Fire protection will be provided by Fernie.

(f) Telephone

Telecommunication services will be provided by Telus, and any other service provider available to the Development.

(g) Access

Access to the Development will be provided by the Reciprocal Access Easement to Canyon Trail (see section 2.1 for further information).

(h) Waste Removal

Waste removal will be provided by Fernie.

3.10 Strata Management Contracts

(a) Professional Strata Manager

The Developer intends to cause the Strata Corporation to enter into a strata management contract (the "**Management Contract**") with a professional property management company (the "**Strata Manager**"), with respect to the control, management and administration of the Common Property. The Strata Manager will not be related to the Developer.

(b) Management Contract

Pursuant to the *Strata Property Act*, the Management Contract will terminate upon the earliest of the following events:

- (i) four weeks after the second annual general meeting of the Strata Corporation (unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the Management Contract);
- (ii) the termination date contained in the Management Contract (or as agreed to by the parties); and
- (iii) at any time on two months' notice:
 - 1. by the Strata Corporation, if the cancellation is approved by a 3/4 vote at an annual or special general meeting of the Strata Corporation; or
 - 2. by the Strata Manager.

The anticipated management fees payable under the Management Contract are included in the Interim Budget attached as **Exhibit I**.

3.10 Insurance

(a) Strata Corporation Insurance

The Developer will place on behalf of, or cause the Strata Corporation to place the following minimum insurance coverage in the name of the Strata Corporation in respect the Development:

- (i) replacement cost insurance on the Common Property, Common Assets, and any buildings shown on the Final Strata Plan; and
- (ii) liability insurance for property damage and bodily injury in an amount not less than \$5,000,000.

The items described in (i) above will be insurance against “**major perils**”, which under the *Strata Property Act* (British Columbia) means fire, lighting, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

Following the registration of the Phase 1 Strata Plan, the Strata Corporation will be responsible for continuing to maintain this insurance on the Development. The Developer will coordinate with the Strata Corporation to place this insurance on each Phase of the Development as each Phase of the Final Strata Plan is registered in the Land Title Office.

(b) Personal Property Insurance

Each purchaser will be responsible for insuring personal property in his or her own Strata Lot and taking out liability insurance in respect of their Strata Lot when the transfer of the Strata Lot from the Developer to the purchaser is complete.

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

(a) Development's Legal Description

The Development will be constructed on the lands which were legal described as:

Lot A, District Lot 4138, Kootenay District, Plan EPP111603

(the "**Development Lands**").

(b) Preliminary Strata Plan

Attached as part of **Exhibit A** is the Final Phase 1 Strata Plan which the Developer registered over over the Development Lands in order to create the Phase 1 Strata Lots which have the following legal description:

PID: [specific to each Strata Lot]
Strata Lot ____, District Lot 4138, Kootenay District, Strata Plan EPS12119 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

(c) Legal Description of the Remainder Lands

Following the registration of the Final Phase 1 Strata Plan over the Development Lands, the Development Lands now have the following legal description:

Lot A, District Lot 4238, Kootenay District, except Strata Plan EPS12119 (Phase 1)

(the "**Remainder Lands**").

The Developer will register the Final Strata Plan for each subsequent Phase of the Development over the Remainder Lands. As each Phase of the Final Strata Plan is registered against the Remainder Lands, the legal description of the Remainder Lands will be amended to exclude the most recently registered Phase.

4.2 Ownership

(a) Ownership of Development Property

The Developer is the registered owner of the Remainder Lands and the unsold Strata Lots being marketed for sale under this Disclosure Statement.

4.3 Existing Encumbrances and Legal Notations

(a) General Description of Legal Notations and Encumbrances

Exhibit G provides a summary of the legal notations and encumbrances that are presently registered (or pending against title) to the Development Lands and unless otherwise indicated, may remain registered against title to the the Remainder Lands, the Common Property, or the Strata Lots. **Exhibit G** provides a summary only and purchasers are advised to review the legal notations and encumbrances listed in **Exhibit G** in full.

(b) Discharge of Financial Charges

Each Construction Lender (as defined in section 6.2), if any, will provide a partial discharge of their respective Construction Security (as defined in section 6.2), insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the respective Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot in the ordinary course.

4.4 Proposed Encumbrances

(a) General Description of Proposed Encumbrances

In addition to the legal notations and encumbrances listed in section 4.3, the Developer may register against title to the Development Lands, the Remainder Lands, the Common Property, or the Strata Lots:

- (i) Title Charges required by Fernie (or any other applicable governmental authority) in connection with the approval of all development, building and occupancy permits in relation to the Development or the development thereof, or in connection with the subdivisions creating the Strata Lots;
- (ii) Title Charges required by any public or private utilities in relation to the Development, or the development thereof, or in connection with the subdivisions creating the Strata Lots;
- (iii) Title Charges providing the Developer with access over the Common Property in connection with the construction of the Development as each Phase of the Final Strata Plan is registered in the Land Title Office;
- (iv) Title Charges over adjacent lands for the benefit of the Development or the Strata Lots;

- (v) modifications of the Construction Security, or new or alternate Construction Security; and
- (vi) modifications or amendments to any of legal notations or encumbrances contemplated by section 4.3 or this section 4.4.

(b) Defined Terms

For the purposes of this section 4.4, the following terms have the following meanings:

- (i) **“Title Charges”** includes section 218 statutory rights of way, section 219 covenants, restrictive covenants, easements, right of ways, dedications, rent charges, or other rights or restrictions which may be registered on title or otherwise grant an interest in land.

4.5 Outstanding or Contingent Litigation or Liabilities

(a) General Description of Liabilities

The Developer is not aware of any outstanding or anticipated litigation or liabilities in respect of the Strata Lots, the Remainder Lands or against the Developer that may affect the Strata Corporation, the Strata Lots, or the owners of the Strata Lots.

4.6 Environmental Matters

(a) Steep Slope Covenant

Covenant KX92020 (the **“Geotech Report Covenant”**) prohibits the construction of buildings, structures or the placement of mobile homes on the Development Lands until a site specific design for the stability of the sloping portion of the Development Lands is developed by a Geotechnical Engineer and approved by Fernie (the **“Geotech Report”**). The Geotech Report Covenant is attached as **Exhibit Q**.

Covenant LA108464 (the **“Steep Slope Covenant”**) prohibits the construction, development, or excavation at any time within the area of Plan NEP81597 until a Professional Engineer confirms that such construction is in compliance with the Geotech Report. The Steep Slope Covenant is attached as **Exhibit R**.

A Geotech Report has been approved by Fernie and the Developer will comply with the Geotech Report and the Steep Slope Covenant, which will also bind the Strata Corporation and all owners of Strata Lots in the Development.

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

(a) Estimated Date Range for Commencement and Completion of Construction

The current Commencement and Completion of Construction date for the Strata Lots are set out in the following table:

Phase Number	Actual Date of Commencement of Construction	Estimated Date Range for Commencement of Construction	Actual Date of Completion of Construction	Estimated Date Range for Completion of Construction
1	2008*	N/A	February 24, 2026	N/A
2	2008*	N/A	N/A	March 1, 2027 to May 31, 2027
3	2008*	N/A	N/A	March 1, 2027 to May 31, 2027

*Note – as set out in section 2.1, the original developer of Canyon Peaks constructed the foundations for the Strata Lots now planned for Phases 1 to 4 of the Development. These foundations have been certified by an engineer and approved for construction of the Strata Lots planned for Phases 1 to 4 of the Development.

The foregoing Estimated Date Ranges for the Commencement and Completion of Construction are estimates only, may vary, and are subject to the provisions of the Purchase Agreement entered into by a purchaser.

In particular, depending on governmental approvals, labour and construction schedules, financing arrangements, market conditions and other factors, the Developer may advance the Estimated Date Ranges for the Commencement or Completion of Construction to earlier dates, or delay the Estimated Date Ranges for the Commencement or Completion of Construction to later dates (or any combination of the foregoing from time to time).

(b) Closing Date for Purchase of a Strata Lot

The Estimated Date Range for the Completion of Construction set out above should not to be relied upon by purchasers of Strata Lots for determining the closing date of their purchase. The closing date for the purchase and sale of each Strata Lot will be determined in accordance with the Purchase Agreement entered into by the purchaser in respect of such Strata Lot (as described more particularly in section 7) and such closing date may occur sooner or later than the Estimated Date Range for the Completion of Construction set out above.

(c) Defined Terms

For the purposes of this section 5.1, the following terms have the following meanings:

- (i) **“Commencement of Construction”** means the date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot within the Development, and where there is no excavation it means the date of commencement of construction of improvement that will become part of the Common Property or a Strata Lot within the Development.
- (ii) **“Completion of Construction”** means the date the Final Strata Plan is deposited in a land title office raising title to the Strata Lots.
- (iii) **“Estimated Date Range”** means a date range, not exceeding three months, for the Commencement of Construction or the Completion of Construction.

5.2 Warranties

(a) Home Warranty Insurance Coverage

The Developer will obtain home warranty insurance coverage for the Strata Lots from a warranty provider in accordance with the requirements of the *Homeowner Protection Act* (British Columbia) in respect of the following:

- (i) defects in materials and labour for a period of at least two (2) years after the date on which the warranty begins, the minimum coverage of which is as follows:
 - 1. in the first 12 months, for other than the Common Property, Common Facilities and other assets of the Strata Corporation:
 - (1) coverage for any defect in materials and labour; and
 - (2) coverage for a violation of the Building Code, if the noncompliance (a) constitutes an unreasonable health or safety risk, or (b) has resulted in, or is likely to result in, material damage to the Strata Lot or the Common Property;
 - 2. in the first 15 months, for the Common Property, Common Facilities and other assets of the Strata Corporation:
 - (1) coverage for any defect in materials and labour; and
 - (2) coverage for a violation of the Building Code, if the noncompliance (a) constitutes an unreasonable health or safety risk, or (b) has resulted in, or is likely to result in, material damage to the Strata Lot or the Common Property;

3. in the first 24 months:

- (1) coverage for any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
 - (2) coverage for any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the Strata Lot or Common Property;
 - (3) coverage for any defect in materials and labour which renders the Strata Lot or the Common Property unfit to live in; and
 - (4) coverage for a violation of the Building Code, if the noncompliance (a) constitutes an unreasonable health or safety risk, or (b) has resulted in, or is likely to result in, material damage to the Strata Lot or the Common Property.
- (ii) Defects in the building envelope of the Strata Lot or the Common Property for a period of at least five (5) years after the date on which the warranty begins, the minimum coverage of which must include a defect which permits unintended water penetration such that it causes, or is likely to cause, material damage to the Strata Lot or the Common Property.
- (iii) Structural Defects for a period of at least ten (10) years after the date on which the warranty begins.

(b) Commencement Dates for Home Owner Warranty

The *Homeowner Protection Act Regulation* requires the Developer to disclose to prospective purchasers whether the home warranty insurance coverage on the Common Property is already in effect, and if so, to identify the expiry dates for the home warranty insurance coverage.

As of the date of this Disclosure Statement, the home warranty insurance coverage on the Common Property is not in effect.

However, with respect to the date upon which the home warranty insurance coverage begins, section 5 of Schedule 3 of the *Homeowner Protection Act Regulation* provides that:

- (i) the commencement date of the home warranty insurance coverage with respect to the dwelling unit comprising a Strata Lot is the earlier of (a) the actual occupancy of the dwelling unit, and (b) the transfer of the legal title to the Strata Lot; and
- (ii) the commencement date of the home warranty insurance coverage with respect to the Common Property is concurrent with the first commencement date for a dwelling unit in each separate multi-unit building comprising the Final Strata Plan.

(c) Defined Terms

For the purposes of this section 5.2, the following terms have the following meanings:

- (i) **"Structural Defect"** means (a) any defect in materials and labour that results in the failure of a load-bearing part of the new home, and (b) any defect that causes structural damage that materially and adversely affects the use of the new home for residential occupancy.
- (ii) **"Common Property"** has the same meaning as in the *Strata Property Act*, but does not include land.
- (iii) **"Building Code"** has the meaning set out in the *Homeowner Protection Act Regulations*.

The foregoing definitions may be amended from time to time pursuant to amendments made to the *Homeowner Protection Act* (British Columbia).

6 APPROVALS AND FINANCES

6.1 Development Approval

(a) Development Permit

Fernie has issued the following Development Permits and Development Variance Permits: KM53692; KX185981; and LB402835.

(b) Building Permit: Phase 1

Fernie has issued Building Permit #2025057 and Building Permit #2025058, which are attached as **Exhibit S**, permitting the construction of Phase 1 of the Development.

(c) No Building Permit: Phase 2

The Developer has not obtained a "building permit" (as defined in Policy Statement No. 5 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to construct Phase 2 of the Development and all related services.

The Developer anticipates obtaining a building permit for Phase 2 of the Development within 12 months of filing this Disclosure Statement. Accordingly, the Phase 2 Strata Lots are currently offered for sale in accordance with Policy Statement No. 5 under the *Real Estate Development Marketing Act* (British Columbia) whereby purchasers are afforded certain rights of rescission in certain circumstances where the Developer has not yet obtained a building permit. The rights of rescission respecting the issuance of a building permit for Phase 2 of the Development are set out in bold typeface near the beginning of the Disclosure Statement. The Developer estimates it will obtain a building permit for Phase 2 within twelve (12) months of filing this Disclosure Statement and at such time will file an amendment to the Disclosure Statement confirming that a building permit has been obtained.

(d) No Building Permit: Phase 3

The Developer has not obtained a “building permit” (as defined in Policy Statement No. 5 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to construct Phase 3 of the Development and all related services.

The Developer anticipates obtaining a building permit for Phase 3 of the Development within 12 months of filing this Disclosure Statement. Accordingly, the Phase 3 Strata Lots are currently offered for sale in accordance with Policy Statement No. 5 under the *Real Estate Development Marketing Act* (British Columbia) whereby purchasers are afforded certain rights of rescission in certain circumstances where the Developer has not yet obtained a building permit. The rights of rescission respecting the issuance of a building permit for Phase 3 of the Development are set out in bold typeface near the beginning of the Disclosure Statement. The Developer estimates it will obtain a building permit for Phase 3 within twelve (12) months of filing this Disclosure Statement and at such time will file an amendment to the Disclosure Statement confirming that a building permit has been obtained.

6.2 Construction Financing

(a) Construction Financing: Policy Statement No. 6 – Phase 1

The Developer has obtained a “satisfactory financing commitment” (as defined in Policy Statement No. 6 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to fully construct Phase 1 of the Development including all utilities and other services required for Phase 1.

(b) Construction Financing: Policy Statement No. 6 – Phase 2

The Developer has not obtained a “satisfactory financing commitment” (as defined in Policy Statement No. 6 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to fully construct Phase 2 of the Development including all utilities and other services required for Phase 2.

The Developer anticipates obtaining a satisfactory financing commitment for Phase 2 of the Development within 12 months of filing this Disclosure Statement. Accordingly, the Phase 2 Strata Lots are currently offered for sale in accordance with Policy Statement No. 6 under the *Real Estate Development Marketing Act* (British Columbia) whereby purchasers are afforded certain rights of rescission in certain circumstances where the Developer has not yet obtained a satisfactory financing commitment. The rights of rescission respecting a satisfactory financing commitment for the Development are set out in bold typeface near the beginning of the Disclosure Statement. The Developer estimates it will obtain a satisfactory financing commitment for Phase 2 within twelve (12) months of filing this Disclosure Statement and at such time will file an amendment to the Disclosure Statement confirming that a satisfactory financing commitment has been obtained.

(c) Construction Financing: Policy Statement No. 6 – Phase 3

The Developer has not obtained a “satisfactory financing commitment” (as defined in Policy Statement No. 6 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to fully construct Phase 3 of the Development including all utilities and other services required for Phase 3.

The Developer anticipates obtaining a satisfactory financing commitment for Phase 3 of the Development within 12 months of filing this Disclosure Statement. Accordingly, the Phase 3 Strata Lots are currently offered for sale in accordance with Policy Statement No. 6 under the *Real Estate Development Marketing Act* (British Columbia) whereby purchasers are afforded certain rights of rescission in certain circumstances where the Developer has not yet obtained a satisfactory financing commitment. The rights of rescission respecting a satisfactory financing commitment for the Development are set out in bold typeface near the beginning of the Disclosure Statement. The Developer estimates it will obtain a satisfactory financing commitment for Phase 3 within twelve (12) months of filing this Disclosure Statement and at such time will file an amendment to the Disclosure Statement confirming that a satisfactory financing commitment has been obtained.

(d) Construction Financing: Lenders

The Developer reserve the right to seek financing (“**Construction Financing**”) from one or more lenders (the “**Construction Lenders**”).

(e) Construction Financing: Security

In addition to the encumbrances set out in sections 4.3, 4.4 and **Exhibit G**, title to the the Remainder Lands and the Strata Lots may be subject to mortgages and assignments of rent and/or any other security (collectively, the “**Construction Security**”) which is required by the Construction Lenders, from time to time, in connection with the Construction Financing.

Each Construction Lender will provide a partial discharge of their respective Construction Security, insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the respective Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot in the ordinary course.

7 MISCELLANEOUS

7.1 Deposits

(a) Trustee Holding Deposits

Where required under the *Real Estate Development Marketing Act* (British Columbia), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, Jones Emery LLP, in trust in the manner required by the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (i) the Final Strata Plan is deposited in the Land Title Office;
- (ii) the Strata Lot is capable of being occupied; and
- (iii) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

7.2 Purchase Agreement

(a) Developer's Form of Purchase Agreement

The Developer will use a contract of purchase and sale substantially in the forms attached as **Exhibit E** (collectively, the "**Purchase Agreement**"). Purchasers may have additional opportunities at the time of purchase to include certain further amendments to the Purchase Agreement to deal with particular matters between the Developer and the Purchaser.

The Developer also notes that:

- (i) There are two forms of Purchase Agreement included in **Exhibit E**. One for the Phase 1 Strata Lots and another for the Phase 2 and 3 Strata Lots.
- (ii) Certain terms in the Purchase Agreement are summarized in **Exhibit F**.
- (iii) Unless otherwise defined in this Disclosure Statement, each capitalized term used in **Exhibit F** will have the meaning given to it in the Purchase Agreement.
- (iv) The information set out in **Exhibit F** is a summary of certain provisions contained in the Purchase Agreement only. Purchasers are recommended to review **Exhibit E** in its entirety.

7.3 Developer's Commitments

(a) No Additional Commitments

The Developer is not making any commitments that will be met after the completion of the purchase and sale of a Strata Lot to a purchaser.

7.4 Other Material Facts

(a) Additional Facts

The Developer is not aware of any other material facts relating to the Development except as set out in this Disclosure Statement.

[signature page to follow]

SIGNATURES

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of March 16, 2026.

0850502 B.C. LTD.

Per:

Signed by:

Alexander Francis Hamilton

2E3BCE2A38C9418...

Authorized Signatory

Signed by:

Alexander Francis Hamilton

2E3BCE2A38C9418...

ALEXANDER FRANCIS HAMILTON



Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Peter Goodier
3B81UR

c=CA, cn=Peter Goodier 3B81UR,
o=BC Land Surveyor, ou=Verify ID
at
www.juricert.com/LKUP.cfm?id=3B
81UR

1. BC LAND SURVEYOR: (Name, address, phone number)

Peter Goodier

Runnalls Denby Land Surveying

303 Vernon Street

Nelson

BC V1L4E3

Phone: 250-825-0440

Email: peter@runnallsdenby.com

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: 176-400-6314

Plan Number: EPS12119

This original plan number assignment was done under Commission #: 829

3. CERTIFICATION:

☒ Form 9

☐ Explanatory Plan

☐ Form 9A

I am a British Columbia Land Surveyor, and I certify that:

(a) I personally superintended the survey represented by this plan;

(b) the survey and plan are correct and comply with the Survey and Plan Rules and all applicable statutes.

The field survey was completed on: 2025 November 19 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2025 November 21 (YYYY/Month/DD) 297162

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2025 November 19 (YYYY/Month/DD)

☐ None

☒ Strata Form S

☐ None

☒ Strata Form U1

☐ Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2025 November 24 (YYYY/Month/DD)

Arterial Highway ☐

Remainder Parcel (Airspace) ☐

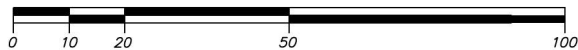
4. ALTERATION: ☐

EXHIBIT A

Sheet 1 of 6 Sheets

STRATA PLAN OF PART OF LOT A DISTRICT LOT 4138
KOOTENAY DISTRICT PLAN EPP111603

BCGS 82G.055



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:900

(All distances are in metres)

405 Canyon Trail, Fernie BC, V0B 1M5

LEGEND

- Denotes Standard Iron post (Type 5) found



All angles deflect by multiples of 45 or 90 degrees unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan.

Grid bearings are derived from Plan EPP111603 and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracy achieved are derived from ties to Iron Posts found on Plan EPP111603.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the combined factor of 0.9996792. The average combined factor has been determined based on an ellipsoidal elevation of 1029 metres.

REM PARCEL A
SEE 27684-i)

SRW PLAN
NEP81598

PLAN
305

REM A
PLAN EPP111603

PART A —
PLAN EPP111603

Building 1

STRATA PLAN
NES3590

This Plan is Phase 1 of a 10 Phase Strata Plan under Section 224 of the Strata Property Act lying within the jurisdiction of the Approving Officer for the City of Fernie.

This plan lies within the Regional District of East Kootenay.

The field survey represented by this plan was completed on the 19th day of November, 2025.

Peter Goodier, BCLS 829

IRON POST 1021
UTM Zone 11 coordinates
Datum: NAD83(CSRS) 4.0.0.BC.1
UTM Northing: 5487779.954
UTM Easting: 639820.086
Estimated Absolute Accuracy: 0.05m

REM PARCEL A
(SEE 27684-i)

IRON POST 1017
UTM Zone 11 coordinates
Datum: NAD83(CSR)S 4.0.0.BC.1
UTM Northing: 5487688.165
UTM Easting: 639923.503
Estimated Absolute Accuracy: 0.05m

RUNNALLS DENBY

british columbia land surveyors

303 Vernon Street
Nelson, BC
V1L 4E3

Phone: (250)825-0440
Email: peter@runnallsdenby.com

DWG. No.: 16870 Strata Pg 1

EXHIBIT A

Sheet 2 of 6 Sheets

BUILDING FOUNDATION



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:250

(All distances are in metres)

LEGEND

(c) *Denotes Common Property*

SL Denotes Strata Lot

LCP Denotes Limited Common Property

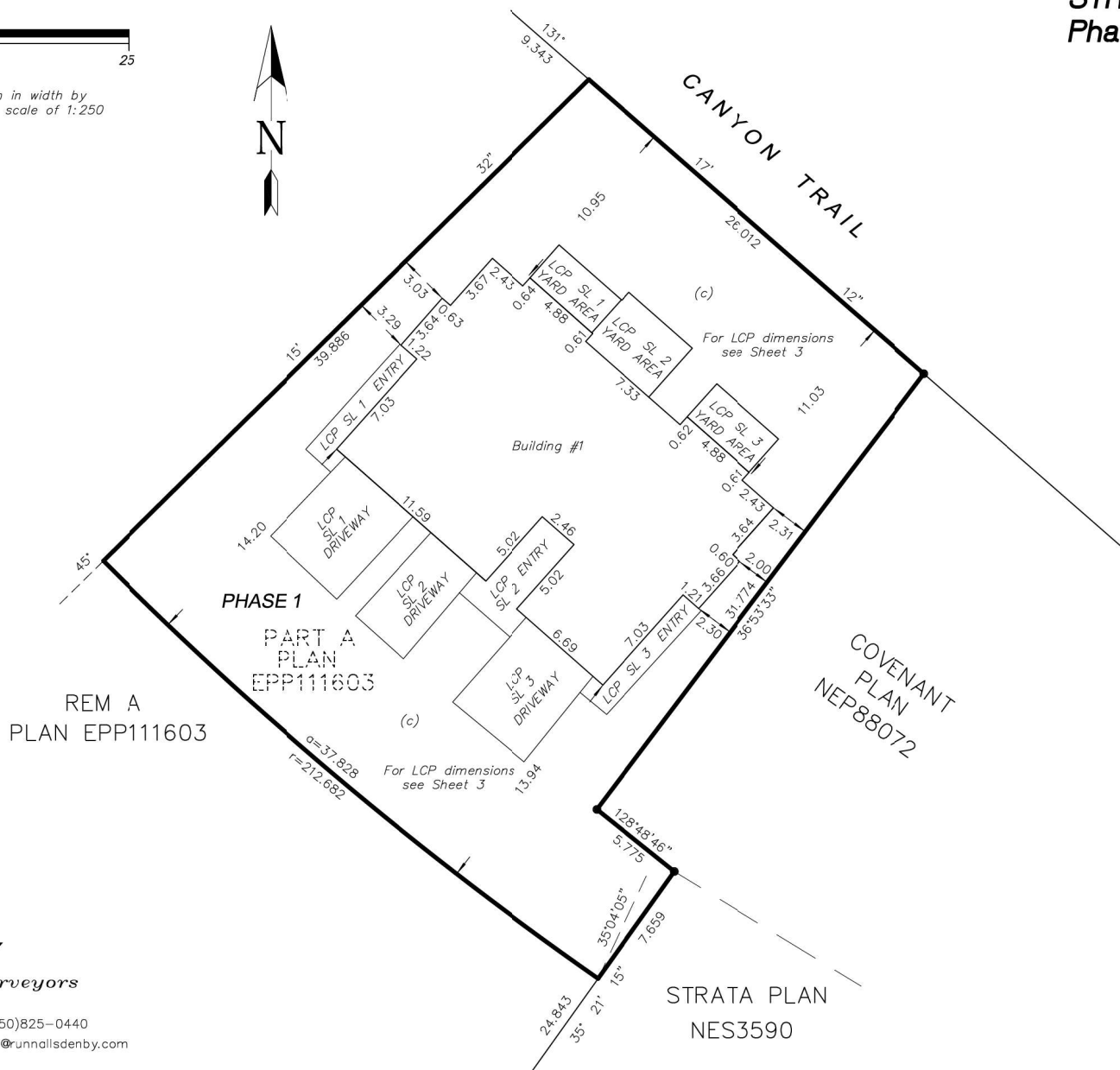
Measurements to exterior foundation on this sheet.

Offsets to property lines are perpendicular thereto and are measured to the exterior face of framing.

All angles deflect by multiples of 45 or 90 degrees unless otherwise indicated.

All LCP Yard Areas are limited in height by the center of the floor above, or its extensions, or where there is no floor above, by the average height of a Strata Lot in the same building, unless otherwise indicated.

All LCP Driveways and Entries have no upper vertical extent.



STRATA PLAN EPS12119
Phase 1

RUNNALLS DENBY

british columbia land surveyors

259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)825-0440

Email: peter@runnallsdenby.com

DWG. No.: 16870 Strata Phase 1 pg 2

STRATA PLAN
NES3590

Peter Goodier, BCLS 829

November 19, 2025

EXHIBIT A

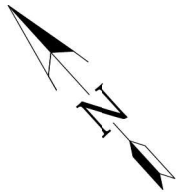
BUILDING 1 LEVEL 1

Sheet 3 of 6 Sheets

STRATA PLAN EPS12119 Phase 1



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:150
(All distances are in metres)



LEGEND

SL Denotes Strata Lot
LCP Denotes Limited Common Property
PT Denotes Part of Strata Lot
NH Denotes Non Habitable

This sheet shows strata boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between structural portions of party walls between strata lots.

All LCP Decks and Yard Areas are limited in height by the center of the floor above, or its extensions, or where there is no floor above, by the average height of a Strata Lot in the same building, unless otherwise indicated.

LCP Driveways and Entries have no upper vertical extent.

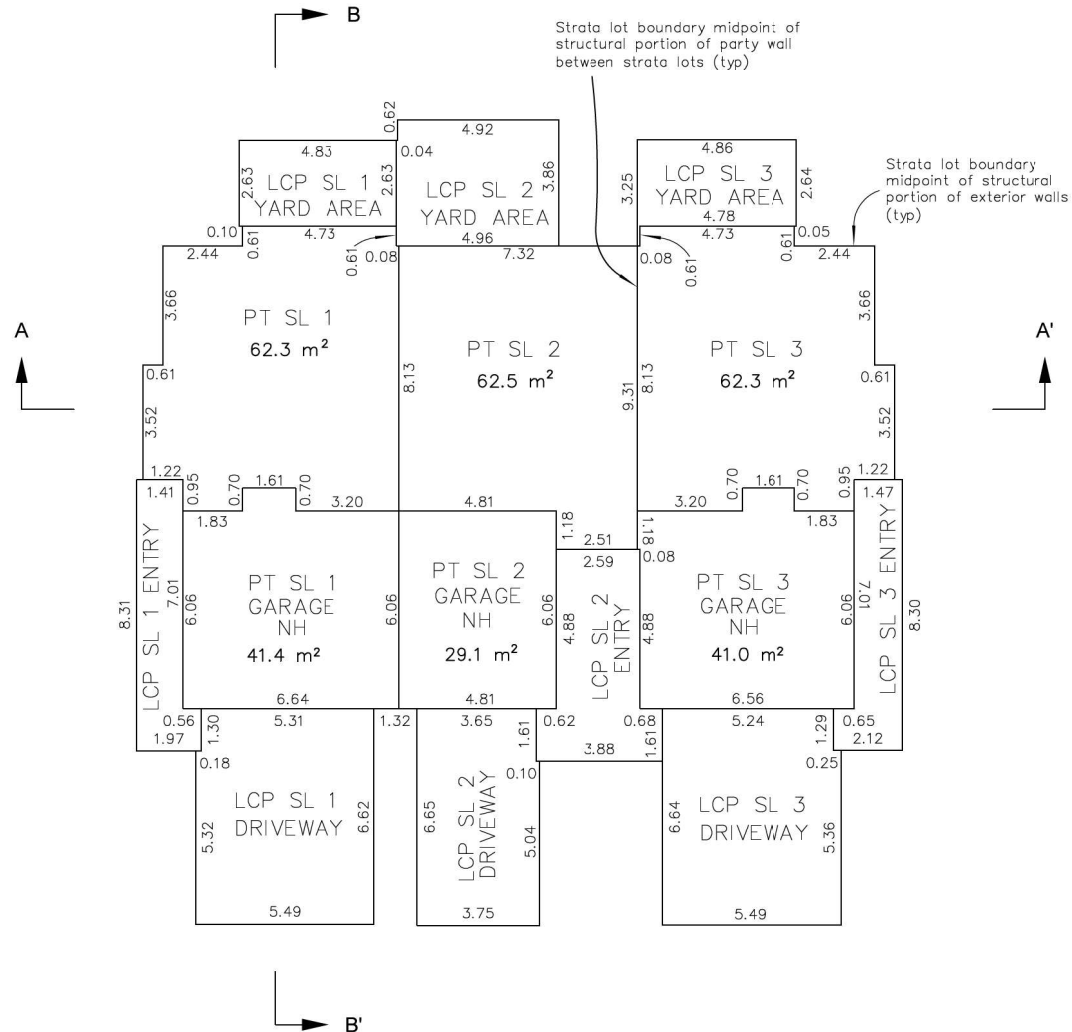
Cross section arrows on this plan point in the direction of view.

RUNNALLS DENBY

british columbia land surveyors

303 Vernon Street Phone: (250)825-0440
Nelson, B.C. Email: peter@runnallsdenby.com
V1L 4E3

DWG. No.: 16870 Strata Units Phase 1



Peter Goodier, BCLS 829

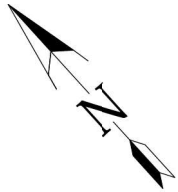
November 19, 2025

EXHIBIT A

BUILDING 1 LEVEL 2



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:100
(All distances are in metres)



LEGEND

SL Denotes Strata Lot
LCP Denotes Limited Common Property
PT Denotes Part of Strata Lot
PFB Denotes Perimeter of Floor Below
OTB Denotes Open to Below

This sheet shows strata boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between structural portions of party walls between strata lots.

All LCP Decks are limited in height by the center of the floor above, or its extensions, or where there is no floor above, by the average height of a Strata Lot in the same building, unless otherwise indicated.

Cross section arrows on this plan point in the direction of view.

RUNNALLS DENBY

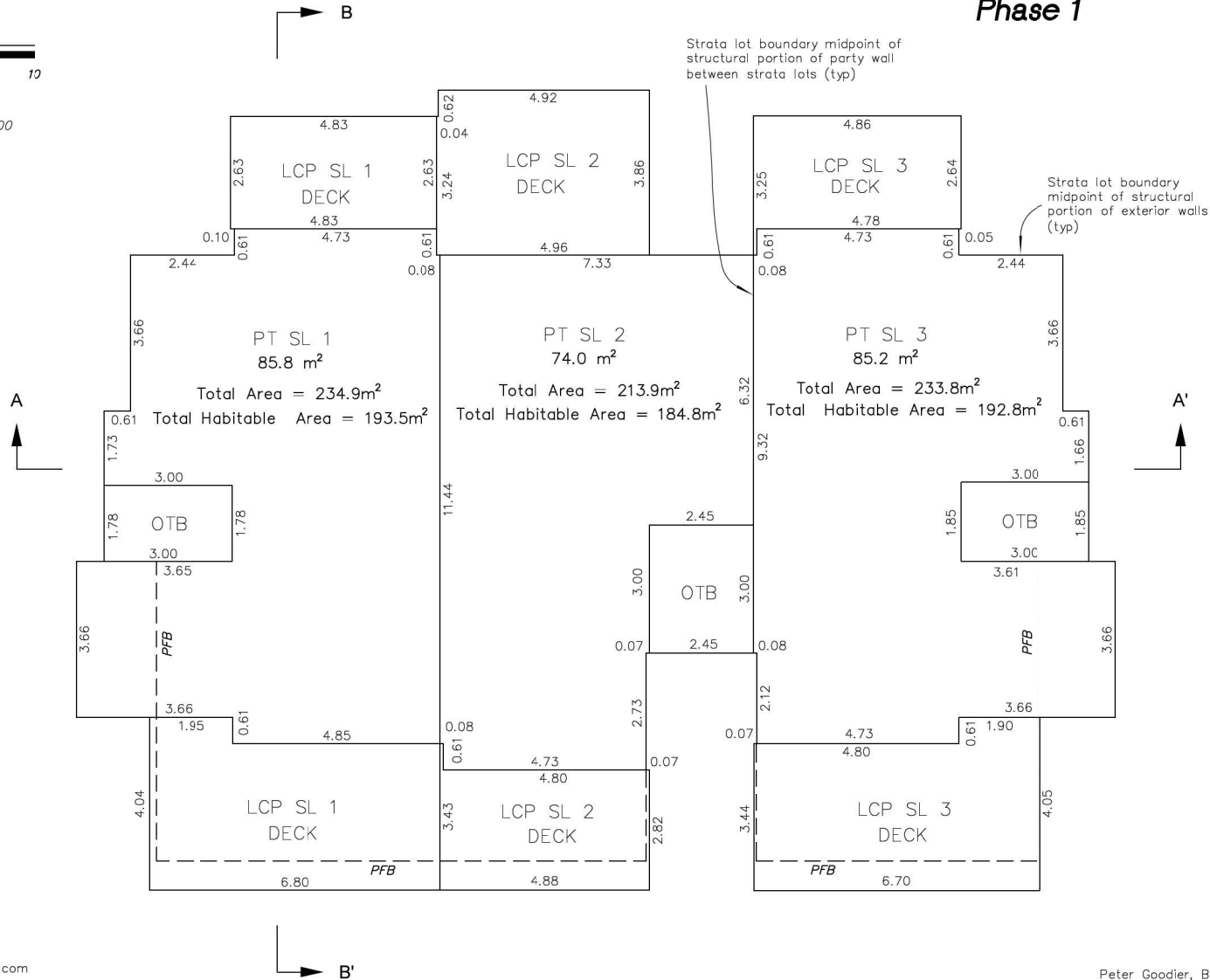
british columbia land surveyors

303 Vernon Street Phone: (250)825-0440
Nelson, B.C.
V1L 4E3 Email: peter@runnallsdenby.com

DWG. No.: 16870 Strata Units Phase 1

Sheet 4 of 6 Sheets

STRATA PLAN EPS12119 Phase 1



Peter Goodier, BCLS 829
November 19, 2025

EXHIBIT A

Sheet 5 of 6 Sheets

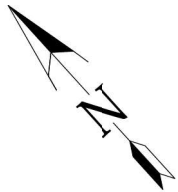
BUILDING 1
LEVEL 3

STRATA PLAN EPS12119
Phase 1



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:100

(All distances are in metres)



LEGEND

<i>SL</i>	<i>Denotes Strata Lot</i>
<i>LCP</i>	<i>Denotes Limited Common Property</i>
<i>PT</i>	<i>Denotes Part of Strata Lot</i>
<i>PFB</i>	<i>Denotes Perimeter of Floor Below</i>
<i>OTB</i>	<i>Denotes Open to Below</i>

This sheet shows strata boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between structural portions of party walls between strata lots.

Cross section arrows on this plan point in the direction of view.

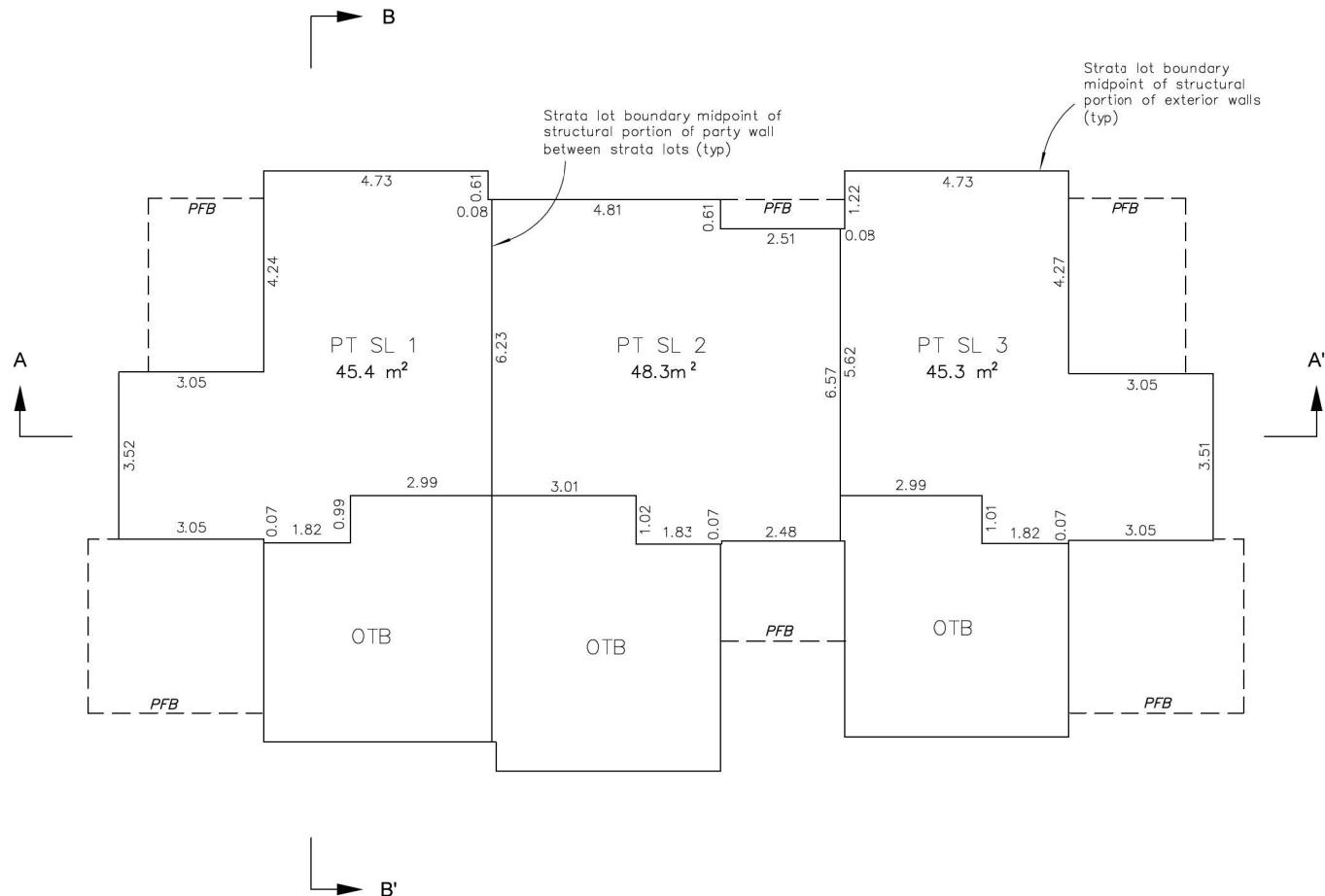
RUNNALLS DENBY

british columbia land surveyors

303 Vernon Street
Nelson, B.C.
V1L 4E3

Phone: (250)825-0440
Email: peter@grunnallsdenby.com

DWG. No.: 16870 Strata Units Phase 1



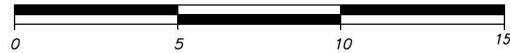
Peter Goodier, BCLS 829
November 19, 2025

EXHIBIT A

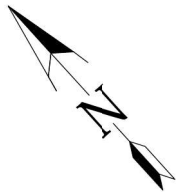
Sheet 6 of 6 Sheets

BUILDING 1 CROSS SECTIONS

STRATA PLAN EPS12119 Phase 1



The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:150
(All distances are in metres)



LEGEND

SL Denotes Strata Lot
LCP Denotes Limited Common Property
PT Denotes Part of Strata Lot
OTB Denotes Open to Below
NH Denotes Non Habitable

This sheet shows strata boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between structural portions of party walls between strata lots.

All LCP Deck and Yard Areas are limited in height by the center of the floor above, or its extensions, or where there is no floor above, by the average height of a Strata Lot in the same building, unless otherwise indicated.

LCP driveways and walkways have no upper vertical extent.

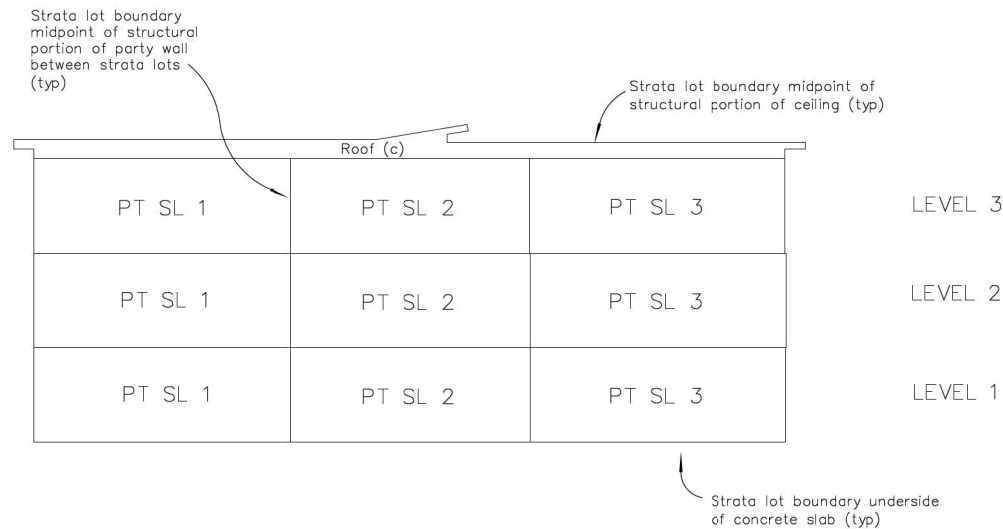
RUNNALLS DENBY

british columbia land surveyors

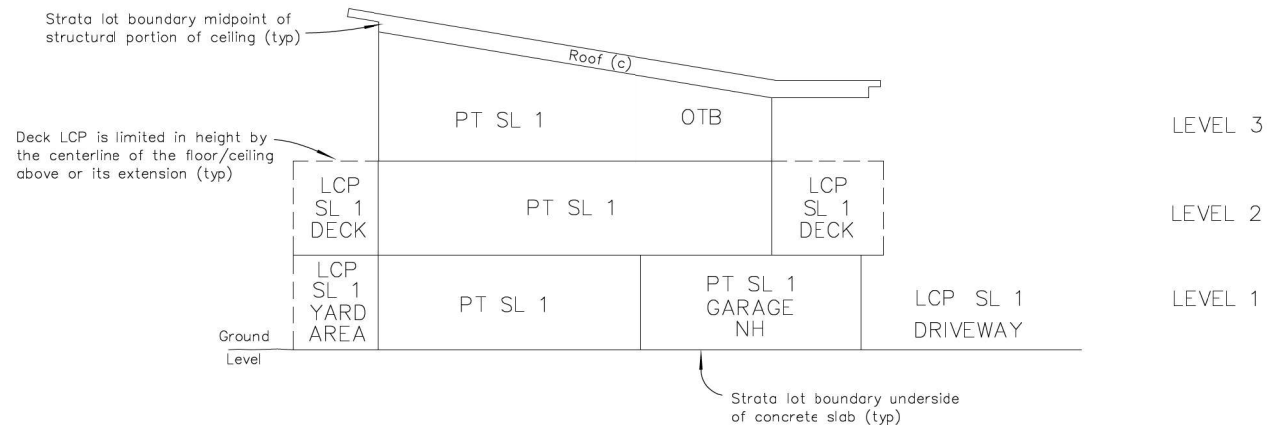
303 Vernon Street Phone: (250)825-0440
Nelson, B.C. Email: peter@runnallsdenby.com
V1L 4E3

DWG. No.: 16870 Strata Units Phase 1

CROSS SECTION A-A'



CROSS SECTION B-B'

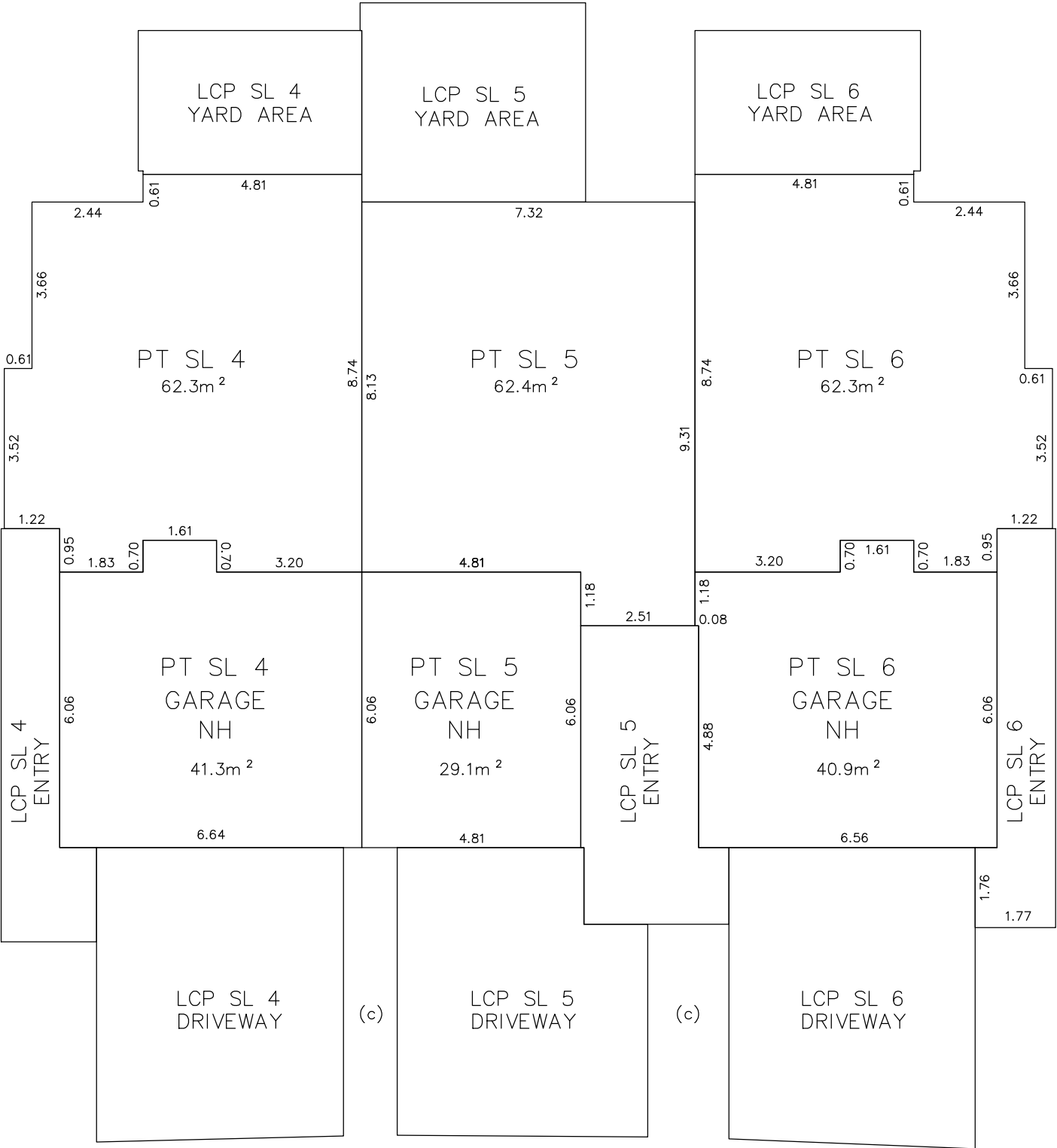
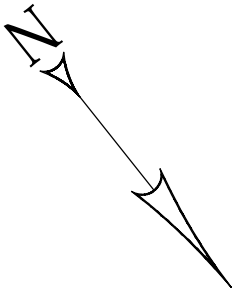


Peter Goodier, BCLS 829
November 19, 2025

PHASE 2

STRATA LOTS 4–6

FIRST FLOOR



LEGEND

SL Denotes Strata Lot
LCP Denotes Limited Common Property
PT Denotes Part of Strata Lot
NH Denotes Non-Habitable
(c) Denotes Common Property

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.

Strata boundaries shown on these plans are to the centerline of all walls.

TITLE: PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)

DRAWN BY: **RUNNALLS DENBY**
british columbia land surveyors
259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Email: rob@runnallsdenby.com
V1Y 6L2

CLIENT: 0850502 BC Ltd

SCALE: 1:125 (11" x 17")

DATE: November 13, 2025

DWG: 16870 PRE-STRATA

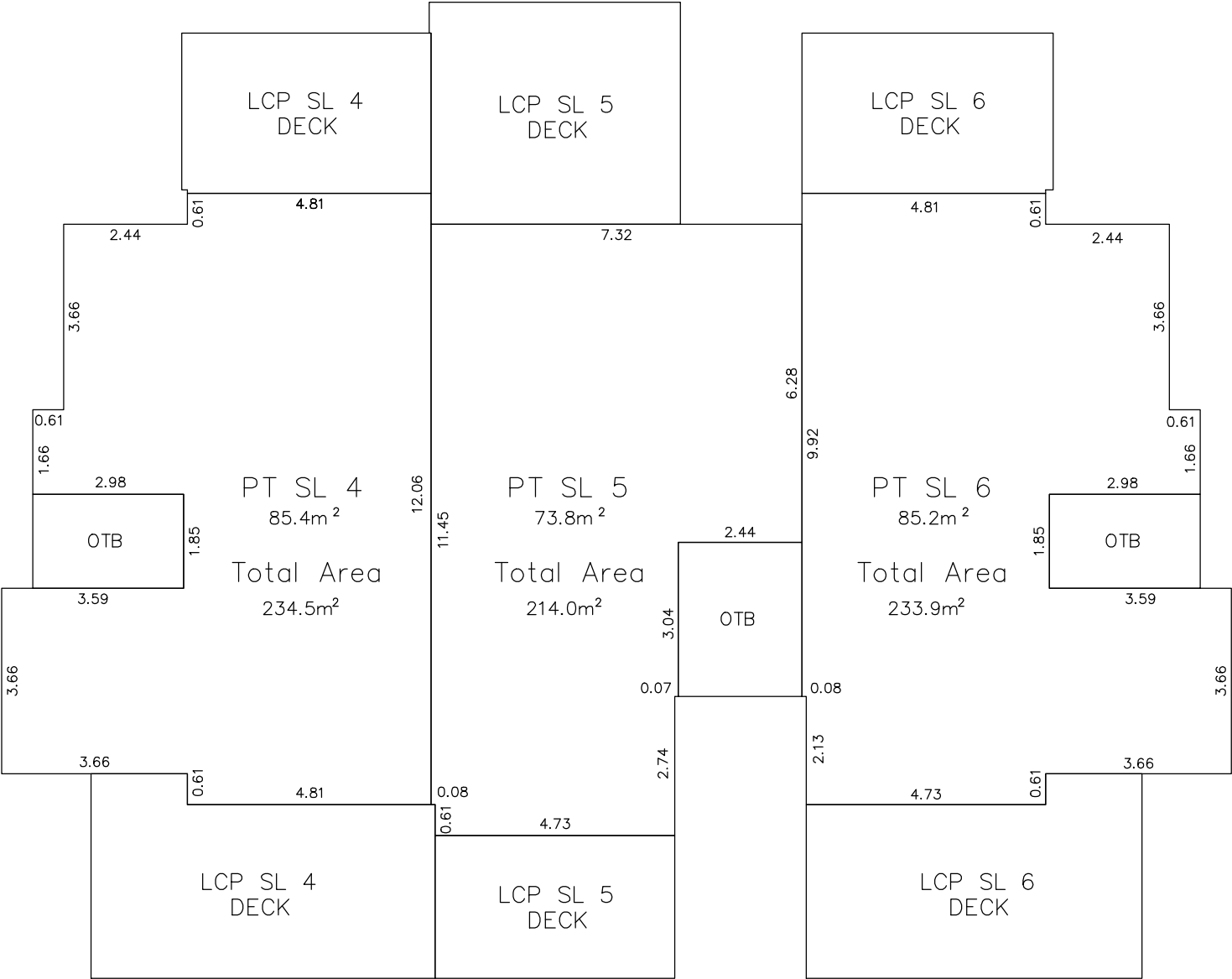
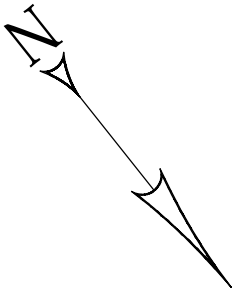
FILE No.: 16870

REV. 2

PHASE 2

STRATA LOTS 4–6

SECOND FLOOR



LEGEND

SL	Denotes Strata Lot
LCP	Denotes Limited Common Property
PT	Denotes Part of Strata Lot
NH	Denotes Non-Habitable
(c)	Denotes Common Property
OTB	Denotes Open To Below

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.

Strata boundaries shown on these plans are to the centerline of all walls.

TITLE:

PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)763-7322
Email: rob@runnallsdenby.com

CLIENT:

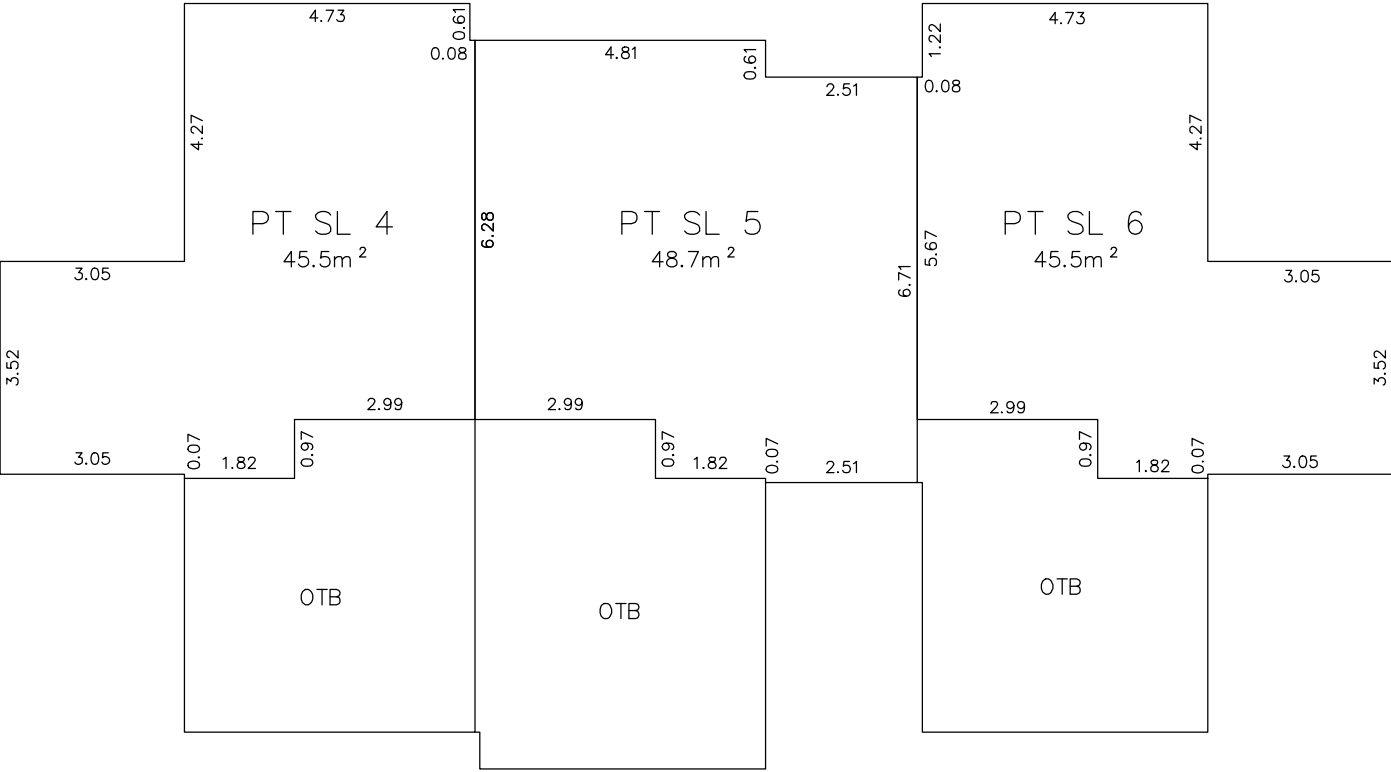
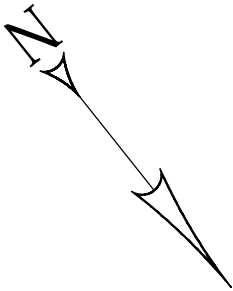
0850502 BC Ltd

SCALE:	1:125 (11" x 17")
DATE:	November 13, 2025
DWG:	16870 PRE-STRATA
FILE No.:	16870
REV.	2

PHASE 2

STRATA LOTS 4–6

THIRD FLOOR



LEGEND	
SL	Denotes Strata Lot
LCP	Denotes Limited Common Property
PT	Denotes Part of Strata Lot
NH	Denotes Non-Habitable
(c)	Denotes Common Property
OTB	Denotes Open To Below

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.

Strata boundaries shown on these plans are to the centerline of all walls.

TITLE: PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)

DRAWN BY: **RUNNALLS DENBY**
british columbia land surveyors
259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2
Phone: (250)763-7322
Email: rob@runnallsdenby.com

CLIENT: 0850502 BC Ltd

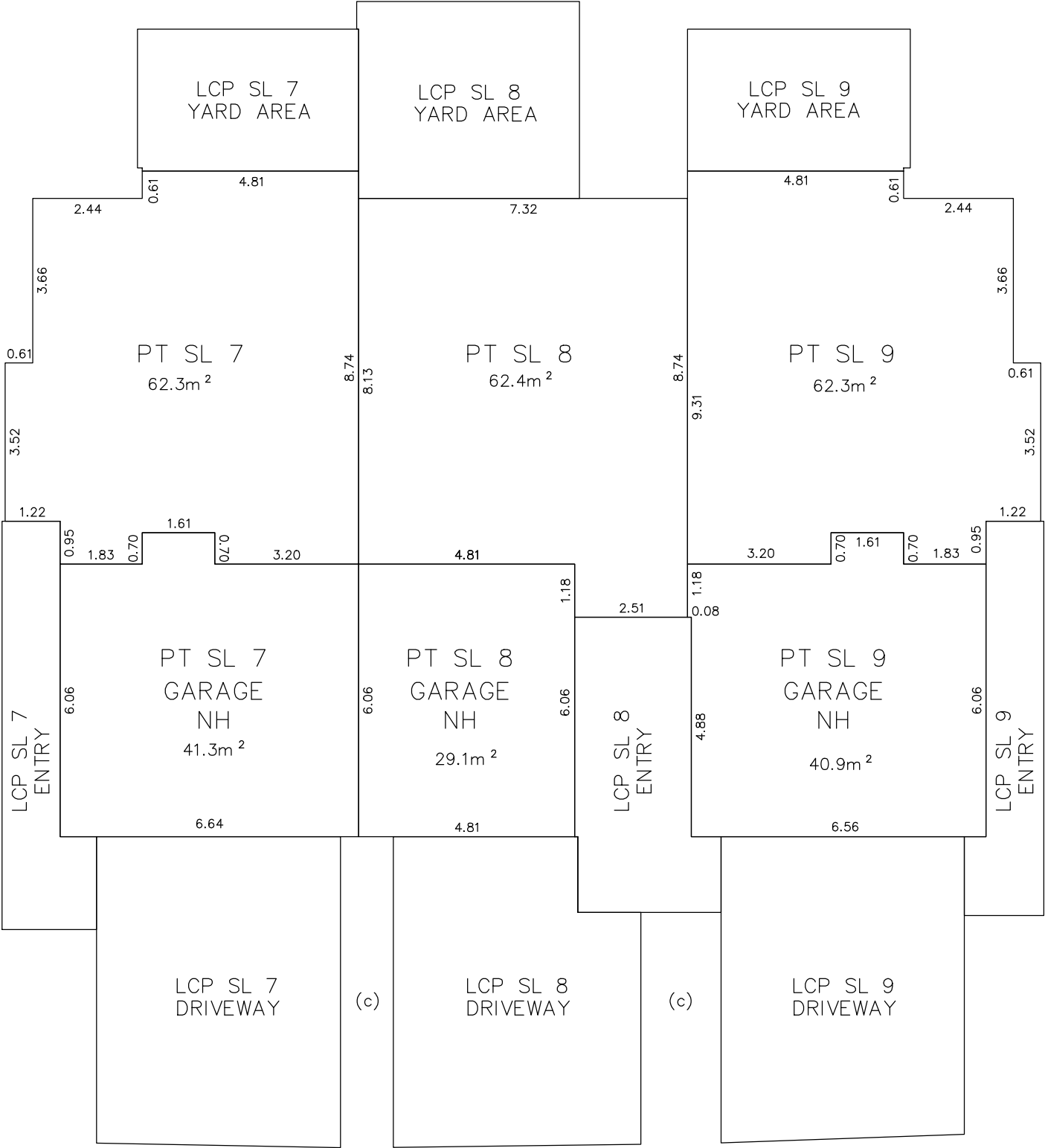
SCALE: 1:125 (11" x 17")
DATE: November 13, 2025
DWG: 16870 PRE-STRATA

FILE No.: 16870	REV. 2
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PHASE 3

STRATA LOTS 7–9

FIRST FLOOR



LEGEND

SL Denotes Strata Lot
LCP Denotes Limited Common Property
PT Denotes Part of Strata Lot
NH Denotes Non-Habitable
(c) Denotes Common Property

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.

Strata boundaries shown on these plans are to the centerline of all walls.

TITLE: PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)

DRAWN BY: **RUNNALLS DENBY**
british columbia land surveyors
259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Email: rob@runnallsdenby.com
V1Y 6L2

CLIENT: 0850502 BC Ltd

SCALE: 1:125 (11" x 17")

DATE: November 13, 2025

DWG: 16870 PRE-STRATA

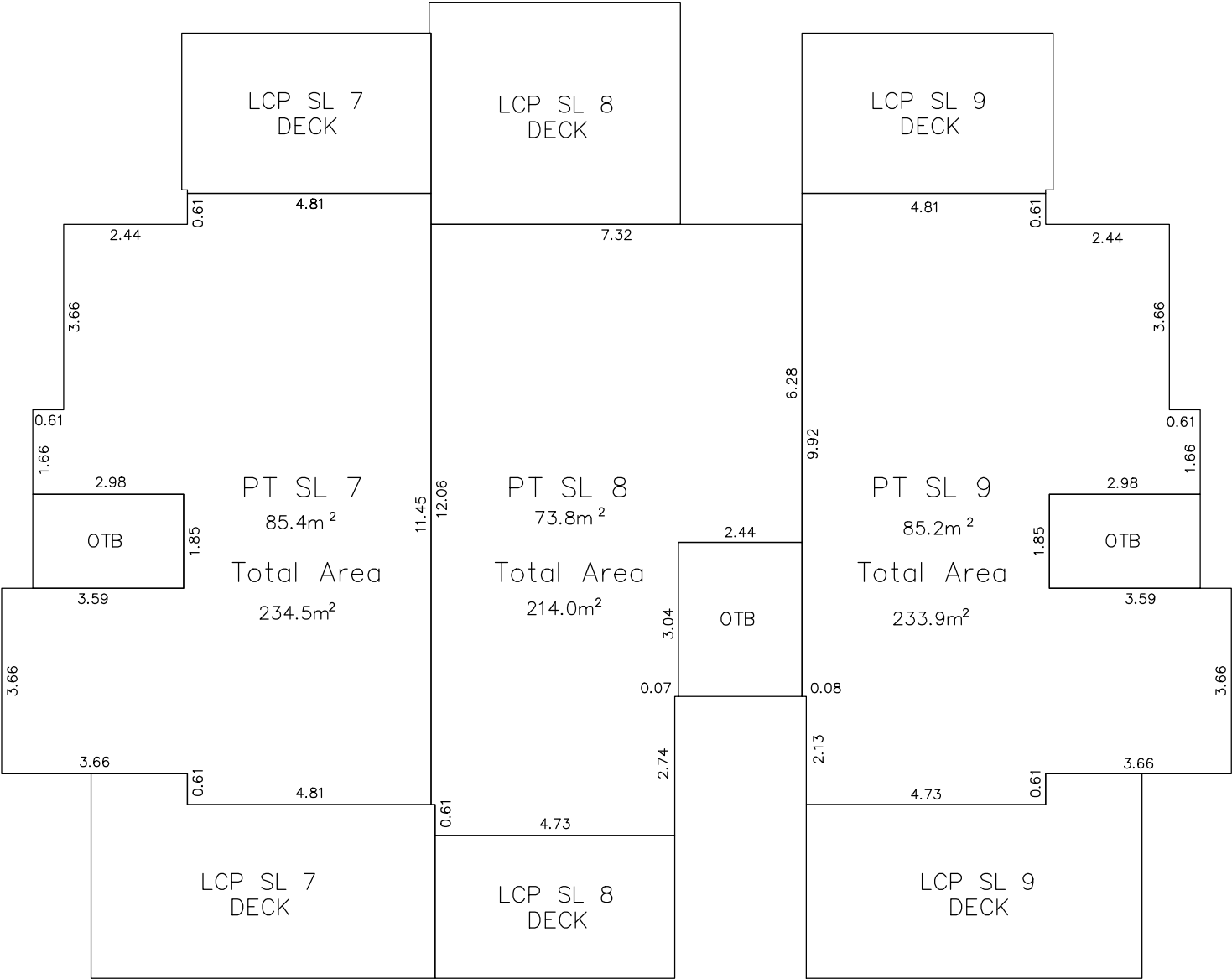
FILE No.: 16870

REV. 2

PHASE 3

STRATA LOTS 7–9

SECOND FLOOR



LEGEND	
SL	Denotes Strata Lot
LCP	Denotes Limited Common Property
PT	Denotes Part of Strata Lot
NH	Denotes Non-Habitable
(c)	Denotes Common Property
OTB	Denotes Open To Below

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.

Strata boundaries shown on these plans are to the centerline of all walls.

TITLE:

PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)

DRAWN BY:

RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)763-7322
Email: rob@runnallsdenby.com

CLIENT:

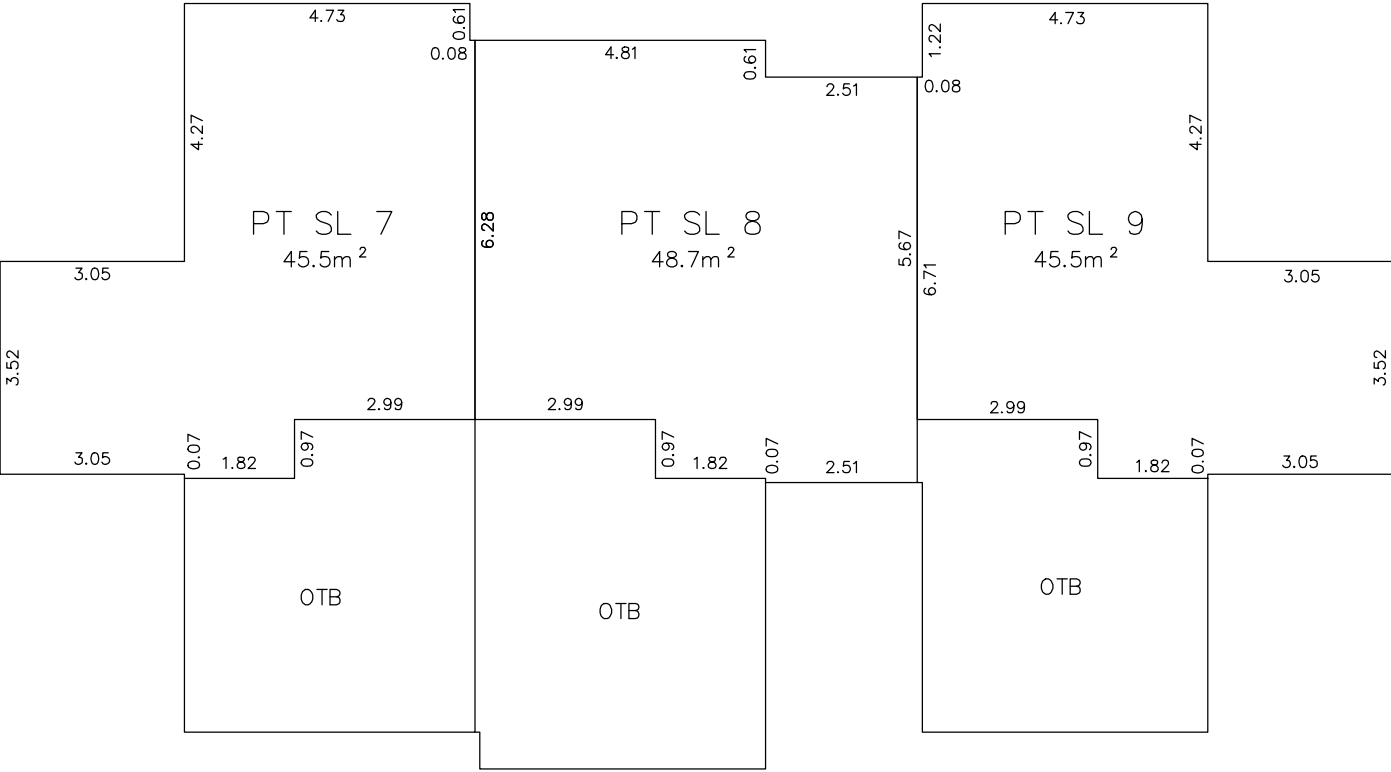
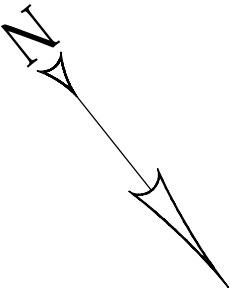
0850502 BC Ltd

SCALE:	1:125 (11" x 17")
DATE:	November 13, 2025
DWG:	16870 PRE-STRATA
FILE No.:	16870
REV.	2

PHASE 3

STRATA LOTS 7–9

THIRD FLOOR



LEGEND	
SL	Denotes Strata Lot
LCP	Denotes Limited Common Property
PT	Denotes Part of Strata Lot
NH	Denotes Non-Habitable
(c)	Denotes Common Property
OTB	Denotes Open To Below

Strata details shown derived from architectural plans provided by Hamilton Mountain Homes, Dated January 14, 2025.

All areas are in metres and decimals thereof.
Strata boundaries shown on these plans are to the centerline of all walls.

TITLE:
**PRELIMINARY STRATA PLAN ON LOT A,
DISTRICT LOT 4138, ODYD, PLAN EPP111603
(THREE SISTERS RIDGE, FERNIE)**

DRAWN BY:
RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2
Phone: (250)763-7322
Email: rob@runnallsdenby.com

CLIENT:
0850502 BC Ltd

SCALE: **1:125 (11" x 17")**
DATE: **November 13, 2025**
DWG: **16870 PRE-STRATA**

FILE No.: **16870** REV. **2**



1. Contact

Document Fees: \$33.01

JONES EMERY LLP
1212 - 1175 DOUGLAS ST.
Victoria BC V8W 2E1
250.382.7222

File: 26-00227

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS12119

STRATA PLAN EPS12119

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c 250, that you certify this application under section 168.43 (3) of the Act, and that the supporting document is in your possession.

Francesco David
Silletta 9DWTVT

Digitally signed by
Francesco David Silletta
9DWTVT
Date: 2026-02-24
15:06:36 -08:00

EXHIBIT B

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS12119 Phase 1, being a Strata Plan of

PID: 031-413-471

*PART OF LOT A DISTRICT LOT 4138 KOOTENAY
DISTRICT PLAN EPP111603*

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, Peter Goodier, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: November 21, 2025



Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

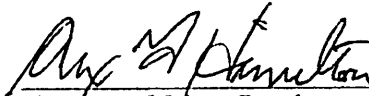
EXHIBIT B

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	3,4,5	193.5	194	N/A
2	3,4,5	184.8	185	N/A
3	3,4,5	192.8	193	N/A
Total number of residential lots: 3			Total residential unit entitlement: 572	N/A

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date: [month, day, year]. Feb 18, 2026


Signature of Owner Developer

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

EXHIBIT B

Strata Property Act

PROPOSED FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS12119, being a Strata Plan of

*PID: 031-413-471
EPP111603*

LOT A DISTRICT LOT 4138 KOOTENAY DISTRICT PLAN

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, Peter Goodier, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: *November 18, 2025*

Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

EXHIBIT B

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	2,3,4	193.5	194	
2	2,3,4	184.9	185	
3	2,3,4	193	193	
4	5,6,7	193.2	193	
5	5,6,7	184.9	185	
6	5,6,7	193	193	
Total number of residential lots: 6			Total residential unit entitlement: 1142	100.00

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date: *[month, day, year]*.

Signature of Owner Developer

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

EXHIBIT B

Strata Property Act

PROPOSED FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS12119, being a Strata Plan of

*PID: 031-413-471
EPP111603*

LOT A DISTRICT LOT 4138 KOOTENAY DISTRICT PLAN

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, Peter Goodier, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: November 18, 2025

Signature

OR

- ☒ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

EXHIBIT B

Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	2,3,4	193.5	194	
2	2,3,4	184.9	185	
3	2,3,4	193	193	
4	5,6,7	193.2	193	
5	5,6,7	184.9	185	
6	5,6,7	193	193	
7	8,9,10	193.2	193	
8	8,9,10	184.9	185	
9	8,9,10	193.2	193	
Total number of residential lots: 28			Total residential unit entitlement: 1713	100.00

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date: *[month, day, year]*.

Signature of Owner Developer

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

EXHIBIT C

Strata Property Act

FORM P PHASED STRATA PLAN DECLARATION (Sections 221, 222)

I, Alex Hamilton of **0850502 B.C. Ltd.**, having an office at 29 Alpine Trail, Fernie BC V0B 1M5, declare:

- 1 That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

PID: 031-413-471

Lot A, District Lot 4138, Kootenay District, Plan EPP111603

- 2 That the plan of development is as follows:

- (a) The development will consist of ten (10) phases and no common facilities;
- (b) Attached hereto as Schedule A is a sketch plan showing:
 - (i) all the land to be included in the phased strata plan,
 - (ii) the present parcel boundaries, and
 - (iii) the approximate boundaries of each phase.
- (c) the estimated date for the beginning of construction and completion of construction of each phase;

PHASE	COMMENCEMENT	COMPLETION
1	May 1, 2025	May 31, 2027
2	November 1, 2027	November 30, 2029
3	April 1, 2028	May 31, 2030
4	November 1, 2031	May 31, 2033
5	April 1, 2032	May 31, 2034
6	November 1, 2035	November 30, 2037
7	May 1, 2036	May 31, 2038
8	November 1, 2040	May 31, 2042
9	May 1, 2042	November 30, 2044
10	November 1, 2044	May 31, 2046

EXHIBIT C

-2-

- (d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development;

PHASE	UNIT ENTITLEMENT
1	571
2	571
3	571
4	571
5	571
6	571
7	571
8	571
9	386
10	386
TOTAL	5340

- (e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase;

PHASE	NO. OF STRATA LOTS	DESCRIPTION OF STRUCTURE
1	3	Triplex: 3 storey building, wood framing over concrete foundation
2	3	Triplex: 3 storey building, wood framing over concrete foundation
3	3	Triplex: 3 storey building, wood framing over concrete foundation
4	3	Triplex: 3 storey building, wood framing over concrete foundation
5	3	Triplex: 3 storey building, wood framing over concrete foundation
6	3	Triplex: 3 storey building, wood framing over concrete foundation
7	3	Triplex: 3 storey building, wood framing over concrete foundation
8	3	Triplex: 3 storey building, wood framing over concrete foundation
9	2	Duplex: 3 storey building, wood framing over concrete foundation
10	2	Duplex: 3 storey building, wood framing over concrete foundation
TOTAL	28	

EXHIBIT C

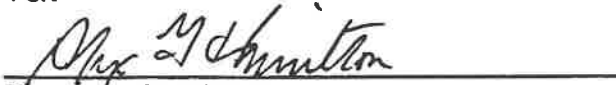
-3-

3 I will elect to proceed with each phase on or by the following dates:

PHASE	DATE
1	ELECTED TO PROCEED
2	April 1, 2028
3	April 1, 2030
4	April 1, 2032
5	April 1, 2034
6	April 1, 2036
7	April 1, 2038
8	April 1, 2040
9	April 1, 2042
10	April 1, 2044

0850502 B.C. Ltd.

Per:



Signature of Applicant

Alex Hamilton – Authorized Signatory

Date of approval: January 21, ~~2025~~²⁰²⁶ @



Signature of Approving Officer

EXHIBIT C

-4-

Schedule A

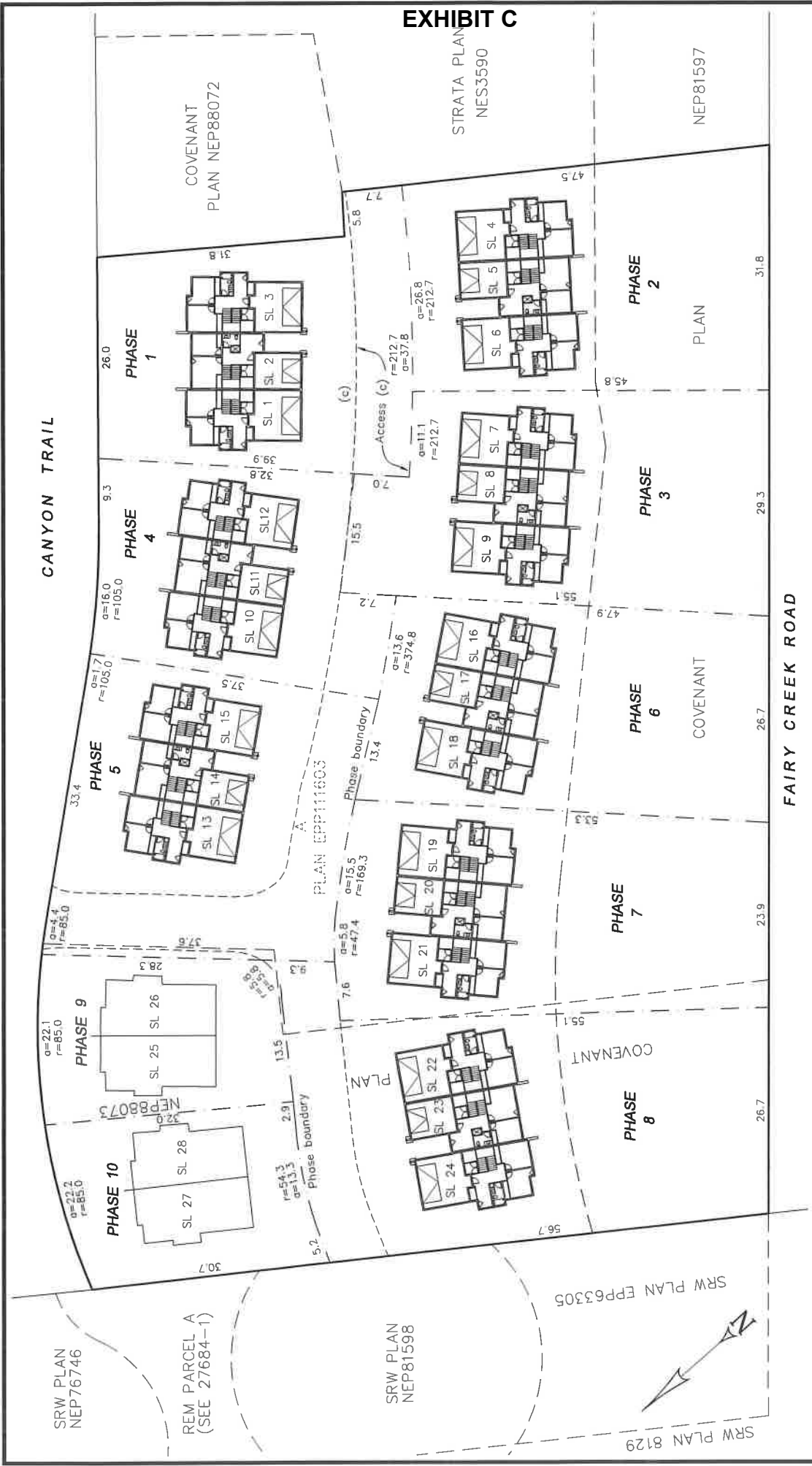


EXHIBIT C

STRATA PLAN
NFS3590

NEP81597

TITLE:
--

PROPOSED SKETCH PLAN TO ACCOMPANY THE
FORM P FOR A PHASED STRATA ON LOT A, DISTRICT
LOT 4138, KOOTENAY DISTRICT, PLAN EPP111603

4.2.4 MULTIPLE FAMILY RESIDENTIAL (HIGH DENSITY)

1. Purpose

The purpose of the R4 zone is to provide for higher density, larger structures in the form of apartments and stacked townhouse dwelling units.

2. Permitted Uses

The following uses, and no other, are permitted in the R4 zone:

1. multi family dwellings;
2. rest homes;
3. uses permitted under section 3.3 of this Bylaw;

3. Accessory Uses

1. home occupation;
2. other uses, buildings and structures accessory to a permitted use.

4. Regulations

1. On a parcel located in an area designated as R4, no building or structure shall be constructed, located or altered and no plan of subdivision approved which contravenes the regulations set out below in which Column 1 sets out the matter to be regulated and Column 2 sets out the regulations.

COLUMN 1	COLUMN 2
1. Minimum Parcel Area	1,115 sq. m (12,000 sq. ft.)
2. Minimum Frontage	20 m (65.6 ft.)
3. Minimum Setback a) Principal Building • front yard • rear yard • side yard	7.5 m (24.6 ft.) 9 m (29.5 ft.) 4.5 m (14.8 ft.)

EXHIBIT D

b) Accessory Building • front yard • rear yard • rear yard adjacent to a highway right-of-way other than a lane • side yard • side yard where adjacent to a highway right-of-way other than a lane c) All structures	7.5 m (24.6 ft.) 2.1 m (6.9 ft.) 4.5 m (14.8 ft.) 2.0 m (6.6 ft.) 4.5 m (14.8 ft.) 22 m (72.2 ft.) from the centre line of Hwy 3
4. Maximum Parcel Coverage	40%
5. Maximum Density	74 dwelling units per gross hectare (30 dwelling units per gross acre)
6. Maximum Building Height • Principal Building • Accessory Building	12 m (39.4 ft.) 5 m (16.4 ft.)
7. Minimum Amenity Space per dwelling unit	4.5 sq. m (48 sq. ft.) in either a balcony, terrace or patio
8. Parking	See Part 5

5. Special Regulations

1. In buildings containing more than 10 dwelling units, indoor amenity space in the amount of not less than 1.4 sq. meters (15 sq. ft.) per dwelling unit shall be provided.
2. All development and redevelopment shall be guided by the regulations of the multi-family development permit area and a development permit shall be required.
3. Decks and balconies may encroach into the rear and front yards, and on corner lots, into the side yard, providing that they do not interfere with pedestrian traffic on a sidewalk and do not block sight distance for traffic turning movements.

EXHIBIT E

Seller's Representative: _____

Strata Lot # _____

Buyer's Representative: _____

Page 1 of _____

OFFER TO PURCHASE AND AGREEMENT OF SALE

0850502 B.C. LTD.

3 SISTERS RIDGE – PHASE 1

1.0 The Seller:

0850502 B.C. Ltd.
29 Alpine Trail
Fernie BC V0B 1M5

The Seller's Lawyers:

Jones Emery LLP
1212 - 1175 Douglas St.
Victoria, BC Canada V8W 2E1

1.1 The Buyer(s):

Full name: _____

Full name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

The Buyer certifies to the Seller that the Buyer is a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

The Buyer's Lawyer or notary public (if known): _____.

Disclosure Statement Receipt

The Buyer hereby acknowledges receiving and having a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated March 16, 2026 and any amendments thereto (collectively, the "**Disclosure Statement**"). The execution of this Agreement will constitute a receipt by the Buyer in respect of the Disclosure Statement.

This Disclosure Statement relates to a development property that is not yet completed, and the Buyer acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

Buyer's Signature

Buyer's Signature

1.2 **Offer to Purchase.** The Buyer hereby offers to purchase from the Seller (the "**Offer**") Strata Lot _____, District Lot 4138, Kootenay District, Strata Plan EPS12119 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V located within the development known as "3 Sisters Ridge" (the "**Development**") and as shown on the strata plan attached as **Schedule D** (collectively, the "**Property**").

1.3 **Purchase Price.** \$ _____ (the "**Purchase Price**"). The Purchase Price does not include Goods and Services Tax ("**GST**"), or any other applicable value added or sales tax. The Purchase Price will be paid by the Buyer in lawful money of Canada as follows:

- (a) a deposit (the "**Deposit**") equal to 10% of the Purchase Price \$ _____ accompanies this Offer, which the Seller acknowledges by accepting this Offer;
- (b) the balance of the Purchase Price, as adjusted in accordance with \$ _____ this Agreement, payable on the Completion Date (as defined in **Schedule A**).

All amounts comprising the Deposit will be payable by cheque, certified cheque or bank draft to " **Jones Emery LLP, in trust** ".

1.4 **Completion Date.** The purchase and sale of the Property will occur on: _____ (the "**Completion Date**").

1.5 **Acceptance.** This Offer is open for acceptance by the Seller on or before 5:00 PM Pacific time on _____, 20____ and upon acceptance, evidenced by the Seller signing a copy of this Offer, there will be a binding agreement of purchase and sale of the Property (the "**Agreement**") for the Purchase Price on the terms and conditions herein contained.

1.6 **Schedules.** By signing below the Buyer acknowledges and agrees that they have read and agree to the additional terms contained in **Schedule A**, and any other Schedules attached hereto, which form part of this Offer and, if accepted by the Seller, this Agreement.

- OFFER -

DATED at _____ on _____.

[Location Offer is Made] [Date]

BUYER:

WITNESS:

_____(seal) ()
Signature of Buyer ()

Signature of Witness

Signature of Buyer

Name of Witness _____

Occupation of Witness _____

(AS TO ALL SIGNATURES)

[Corporate Name of Buyer]

Per: _____
Authorized Signatory

- ACCEPTANCE -

This Offer is accepted by the Seller at Fernie, British Columbia on _____.

[Date]

SELLER:

0850502 B.C. Ltd..

Per: _____
Authorized Signatory

**SCHEDULE A
ADDITIONAL TERMS**

I. DEPOSIT, COMPLETION DATE, AND POSSESSION

1. **Deposit.** The Buyer will pay the Initial Deposit to **Jones Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jone Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.
2. **Completion Date.** In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office. The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.
3. **Occupancy.** If the Property is not capable of being occupied on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the **"Buyer's Lawyers"**), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other strata lot within the Development.
4. **Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, obtaining occupancy permits, or performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including without limitation earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

II. CONVEYANCE

6. **Closing Documents.** The Buyer will prepare the documents necessary to complete this transaction and will deliver a Form A—Freehold Transfer (the **"Form A Transfer"**), statement of adjustments, and other documents reasonably required by the Seller, to the Seller's Lawyers in registerable form where necessary at least five (5) days prior to the Completion Date (the **"Closing Documents"**). The Seller will not be required to provide any other documents, certificates, or statutory declarations on the Completion Date.
7. **Closing Procedure.** The Seller will not be required to close this transaction utilizing the CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller's Lawyers. The Buyer will bear all costs of preparing and registering the Closing Documents and delivering the Purchase Price to the Seller. The Seller will bear all costs of providing clear title to the Property in accordance with this Agreement.

8. **Title.** On the Completion Date, the Seller will cause title in the Property to be transferred to the Buyer free and clear of all registered liens, charges and encumbrances of any nature whatsoever (the “**Charges**”) save and except: (a) the exceptions listed in subsection 23(2) of the *Land Title Act* (British Columbia); (b) the legal notations set out in the Disclosure Statement; (c) the encumbrances and proposed encumbrances set out in the Disclosure Statement; (d) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them; and (e) claims of builder’s liens if the Seller’s Lawyer has undertaken to remove same in accordance with section 9 below (collectively, the “**Permitted Encumbrances**”). On or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered Charges save and except the Permitted Encumbrances.
9. **Seller’s Financing.** The Buyer acknowledges and agrees that the Seller may be using the purchase monies received from the Buyer to obtain a partial discharge of the Charges from the Property and that therefore the Property may not be free and clear of the Charges on the Completion Date. The Buyer’s Lawyers will pay the balance of the adjusted Purchase Price on the Completion Date to the Seller’s Lawyers in trust on their undertaking to pay the amount required by the holder of the Charge to legally obligate the holder of the Charge to provide the Seller’s Lawyers with a registrable partial discharge of such Charge as it relates to the Property and to register the discharge of the Charge from title to the Property once received and, in the case of a claim of builder’s lien on the Seller’s Lawyers’ undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge including by paying all or part of the Purchase Price received into court in exchange for a court order ordering the release of the builder’s lien.
10. **Buyer’s Financing.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has: (a) deposited in trust with the Buyer’s Lawyers the cash balance of the Purchase Price not being financed by the mortgage; (b) fulfilled all the new mortgagee’s conditions for funding except lodging for registration the Form A Transfer and the new mortgage; and (c) made available to the Seller’s Lawyers the undertaking of the Buyer’s Lawyers to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
11. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders’ lien claims (the “**Lien Holdback**”) will be paid to the Seller’s Lawyers on the Completion Date. The Lien Holdback will be held by the Seller’s Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders’ lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller’s Lawyers are authorized to pay to the Seller, on the 56th day after the Completion Date (the “**Lien Holdback Release Date**”) the Lien Holdback plus any interest earned less the amount representing builders’ lien claims filed against the Property. The Buyer or Buyer’s Lawyers are solely responsible to notify the Seller’s Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller’s Lawyers to do all things necessary to discharge any builders’ liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.
12. **Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the

nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller's Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

13. **Tender.** Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's Lawyers. Any documents or money to be tendered on the Seller will be tendered, if money, by way of certified cheque or bank draft and will be delivered at the Buyer's expense to the Seller's Lawyer.
14. **No Interest in Land.** Neither this Agreement nor any interest in the Property created hereunder will be registered in the applicable Land Title Office except for the Form A Transfer of the Property on the Completion Date. This Agreement creates contractual rights only between the Buyer and the Seller and not an interest in land.

III. TAXES, ADJUSTMENTS, AND RISK

15. **GST.** The Purchase Price does not include GST or any other value-added tax. The Buyer will assume and pay all applicable GST, and any other value-added tax in respect of this transaction, to the Seller on the Completion Date and the Seller will be responsible for remitting the GST, and any other value-added tax, to the applicable authority.
16. **Additional Taxes and Adjustments.** The Purchase Price does not include any applicable real property taxes, property transfer tax, or provincial sales tax and the Buyer agrees to assume and pay for all such applicable taxes and rates, levies, local improvement assessments, utilities, and other such charges on the Completion Date. All adjustments both incoming and outgoing of any nature whatsoever will be made as of the Completion Date.
17. **Risk.** The Property will be at the risk of the Seller until the Form A Transfer of the Property has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Buyer.

IV. DESCRIPTION OF PROPERTY

18. **Property.** The Buyer acknowledges and agrees that (a) the Buyer has circled and initialed the Property as set out in **Schedule D**, (b) the Buyer is purchasing the Property substantially in accordance with the description set out in the Disclosure Statement, and (c) in the event of any conflict or discrepancy between the Property as shown in the final strata plan, any Marketing Material (as defined in Article VII), and the actual size, dimensions, or configuration of the Property, as set out in final strata plan to be registered in respect of the Development, the final strata plan will prevail and the Buyer will not be entitled to any compensation for such variations or discrepancies.
19. **Construction.** The Seller will construct the Property in a good and workmanlike manner, substantially in accordance with plans approved for building permit by the City of Fernie, together with any changes approved by the City of Fernie, and substantially in accordance with the plans and specifications prepared by the Seller's consultants.
20. **Construction Activity.** The Buyer acknowledges that from and after the Completion Date construction activities will continue in and around the Development and agrees that all construction equipment, machinery, vehicles, traffic, and all related dust, noise, or vibrations in proximity to the Property are permitted.
21. **Service Facilities.** The Buyer acknowledges and agrees that the Development, including the Property, may include service facilities and equipment such as transformers, fire hydrants, underground pipes and conduits, and other such facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development. These service facilities will be located within the Property and the Development as required by municipal authorities and any other government authorities having jurisdiction or as recommended by the Seller's consultants. The Buyer acknowledges and agrees that the

current plans for the Property and the Development may not indicate the location of all such service facilities and the Seller reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Seller, all without compensation to the Buyer.

22. **Inspection.** The Seller and the Buyer, or their designated representatives, will inspect the Property at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies will be prepared including the dates by which corrections are to occur (the “**Deficiency List**”). The Seller and the Buyer will sign the Deficiency List and the Buyer will be deemed to have accepted the physical condition of the Property, subject only to the listed defects or deficiencies. The Buyer acknowledges and agrees that neither the Buyer nor its representative will be allowed access to the Property prior to the Completion Date without the express written authorization of the Seller.

If the Buyer fails to complete the inspection, fails to sign the Deficiency List, or if there is any dispute with respect to the Deficiency List, at the Seller’s option the project architect for the Development or the Seller’s interior designer will conclusively settle the Deficiency List (or the matter in dispute) and provide the dates by which corrections are to occur, it being agreed by the Seller and Buyer that such determination by the project architect or the Seller’s interior designer will be final and binding on the parties and that the corrections need not occur prior to the Completion Date. The Buyer acknowledges and agrees that there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date

23. **New Home Warranty.** The Property will be covered by a new home warranty provided by the Seller in accordance with the *Homeowner Protection Act* (British Columbia). The Seller will provide the Buyer with the new home warranty documents following the completion of this transaction.
24. **Civic Address.** The civic address relating to the Property and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Seller all without compensation to the Buyer.

V. ASSIGNMENT

25. **Buyer Assignment (REDMA).**

- (a) Without the developer’s (Seller’s) prior consent, any assignment of this purchase agreement is prohibited.
- (b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser (Buyer) under the purchase agreement to another person or is a subsequent transfer.
- (c) Each proposed party to an assignment agreement must provide the developer (Seller) with the information and records required under the *Real Estate Development Marketing Act*.

Before the developer (Seller) consents to the assignment of this purchase agreement, the developer (Seller) will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (a) the party’s identity; (b) the party’s contact and business information; and (c) the terms of the assignment agreement.

Information and records collected by the developer (Seller) must be reported by the developer (Seller) to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

26. **Buyer Assignment (Additional Terms).** In addition to the foregoing, the Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an “**Assignment**”) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; and (d) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion, including without limitation, the payment of an assignment fee. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.
27. **Seller Assignment.** The Seller may assign this Agreement without the consent of the Buyer.
28. **No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer’s rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

VI. THE DEVELOPMENT

29. **Permitted Signage.** The Buyer agrees that following the completion of this transaction, the Buyer will allow the Seller (by resolution of the Strata Corporation or otherwise) to do all of the following for the purposes of promoting, marketing and sales of the Development: (a) erect and maintain promotional, marketing and sales signage on the common property of the Development; (b) maintain one or more show suites, and hold open houses, special promotions and other marketing events; and (c) have access to any and all parts of the common property of the Development, including limited common property that comprises public use areas.
30. **Strata Resolutions.** The Buyer agrees that they will vote in favour of any resolutions requested by the Seller to be placed on an agenda for a special or annual general meeting that deals with amendments to Form P – Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, unit entitlement of the strata lots, and the phase boundaries. The Buyer further agrees, if requested by the Seller, to deliver to the Seller in advance of such meeting the Buyer’s written proxy so the Seller may exercise such votes on the Buyer’s behalf. In the absence of such proxy, the Seller may present this Agreement to the meeting as evidence of the Buyer’s proxy in favour of the Seller and the Seller’s unfettered discretion to exercise the Buyer’s proxy on the matters contemplated by this section. The covenants contained in this section will survive the closing of this transaction.
31. **Customized Features.** The Buyer has requested the Seller construct and include in the Property those customized features and/or equipment (if any) set out in **Schedule E** (the “**Customized Features**”). The Buyer acknowledges and agrees to pay for such Customized Features on the Completion Date in addition to the Purchase Price. The Buyer further agrees the Buyer is responsible for and will pay to the Seller any GST, value-added taxes, or sales tax payable in respect of the Customized Features.

VII. MISCELLANEOUS

32. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement will be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by prepaid mail to the Seller or the Seller’s Lawyers or to the Buyer, or to the Buyer’s Lawyers, once appointed, as the case may be. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.
33. **Buyer’s Residency.** The Buyer represents to the Seller that the Buyer’s residency certification set out in section 1.1 of the Offer is correct and warrants that it will be correct on the Completion Date.

34. **Seller's Residency.** The Seller represents that the Seller is not a "non-resident" as defined under the *Income Tax Act* (Canada) and warrants that the Seller will not be a "non-resident" on the Completion Date. The Seller will not be required to provide the Buyer with a statutory declaration confirming its residency on the Completion Date.
35. **Authorization to Seller's Lawyers.** The Seller and the Buyer hereby irrevocably authorize the Seller's Lawyers: (a) to deal with the Deposit and all interest earned thereon (if any) in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act* (British Columbia); and (b) to interplead the Deposit and all interest thereon (if any), at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller's Lawyers with respect to the Deposit.
36. **Privacy Consent.** The Buyer consents to Seller's realtor communicating directly with the Buyer, and consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes: (a) to complete the transaction contemplated by this Agreement; (b) to engage in business transactions including securing financing for the construction of the Development; (c) to provide ongoing products and services to the Buyer; (d) to market, sell, provide and inform the Buyer of the Seller's products and services including information about future projects; (e) as required by law; and (f) for additional purposes identified when or before the information is collected.
37. **Miscellaneous.** Where there is more than one Buyer, the obligations of the Buyer will be construed as joint and several obligations. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. All references to legislation in this Agreement includes reference to such legislation as amended from time to time and any successor legislation as amended from time to time. This Agreement may not be altered or amended except by an amendment in writing signed by all parties. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia and agree to submit to the exclusive jurisdiction of the Courts of British Columbia. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
38. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Property. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller's agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, websites, social media or any other electronic media including any simulated view or representation or any other marketing material in respect of the Property or the Development (the "**Marketing Material**") other than those contained in this Agreement signed by all parties and in the Disclosure Statement.
39. **Survival.** All of the Buyer's obligations which are intended to be performed after the Completion Date will not merge on the Completion Date and will survive the completion of the sale of the Property to the Buyer as contemplated herein until they have been fully satisfied.
40. **Execution by Electronic Means.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as an originally executed contract.
41. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller's or the Seller's Lawyer's website, or by a third party internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their

written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.

42. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller above will be evidence of their agreement to the terms contained in this **Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F** and any other Schedules or addenda forming part of this Agreement.

SCHEDULE B
BUYER'S SUBJECT CONDITIONS

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before _____, the Buyer _____

_____ ("Condition A")

(b) On or before _____, the Buyer _____

_____ ("Condition B")

(c) On or before _____, the Buyer _____

_____ ("Condition C")

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party.

In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

SCHEDULE C
REMOVAL OF BUYER'S SUBJECT CONDITIONS

The Buyer agrees that the following conditions listed on **Schedule "B"** have been waived or satisfied on or before the date as indicated below:

(a) **Condition A** _____
[insert date] [description of condition]

Buyer's Signature

Buyer's Signature

(b) **Condition B** _____
[insert date] [description of condition]

Buyer's Signature

Buyer's Signature

(c) **Condition C** _____
[insert date] [description of condition]

Buyer's Signature

Buyer's Signature

SCHEDULE D
PROPOSED STRATA PLAN

[attach plan and circle subject property]

SCHEDULE F
ADDITIONAL ADDENDUM

Addendum Date: _____

Addendum Number: _____.

This Addendum is made further to the Agreement dated _____, between
the Seller and _____
[insert Buyers names and addresses]

and the parties hereby agree as follows:

[illegible]

EXHIBIT E

Seller's Representative: _____

Strata Lot # _____

Buyer's Representative: _____

Page 1 of _____

REEDOFFER TO PURCHASE AND AGREEMENT OF SALE

0850502 B.C. LTD.

3 SISTERS RIDGE – PHASE 2 AND 3

1.0 The Seller:

0850502 B.C. Ltd.
29 Alpine Trail
Fernie BC V0B 1M5

The Seller's Lawyers:

Jones Emery LLP
1212 - 1175 Douglas St.
Victoria, BC Canada V8W 2E1

1.1 The Buyer(s):

Full name: _____

Full name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

The Buyer certifies to the Seller that the Buyer is a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

The Buyer's Lawyer or notary public (if known): _____.

Disclosure Statement Receipt

The Buyer hereby acknowledges receiving and having a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated March 16, 2026 and any amendments thereto (collectively, the "**Disclosure Statement**"). The execution of this Agreement will constitute a receipt by the Buyer in respect of the Disclosure Statement.

This Disclosure Statement relates to a development property that is not yet completed, and the Buyer acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

Buyer's Signature

Buyer's Signature

1.2 **Offer to Purchase.** The Buyer hereby offers to purchase from the Seller (the “**Offer**”) Strata Lot _____, to be created from a strata plan registered in respect of the development known as “3 Sisters Ridge” (the “**Development**”) over the lands which are legally described as Lot A, District Lot 4138, Kootenay District, Plan EPP111603, except Strata Plan EPS12119 (Phase 1) and as shown on the proposed strata plan attached as **Schedule D** (collectively, the “**Property**”).

1.3 **Purchase Price.** \$ _____ (the “**Purchase Price**”). The Purchase Price does not include Goods and Services Tax (“**GST**”), or any other applicable value added or sales tax. The Purchase Price will be paid by the Buyer in lawful money of Canada as follows:

- (a) a deposit (the “**Deposit**”) equal to 10% of the Purchase Price \$ _____ accompanies this Offer, which the Seller acknowledges by accepting this Offer;
- (c) the balance of the Purchase Price, as adjusted in accordance with \$ _____ this Agreement, payable on the Completion Date (as defined in **Schedule A**).

All amounts comprising the Deposit will be payable by cheque, certified cheque or bank draft to " **Jones Emery LLP, in trust** ".

1.4 **Completion Date.** The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of **Schedule A**. The Seller presently anticipates the Completion Date will occur between the following dates:

Phase	Strata Lots	Estimated Date Range
2	4 to 6	March 1, 2027 to May 31, 2027
3	7 to 9	March 1, 2027 to May 31, 2027

These are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the “**Outside Completion Date**”) unless otherwise agreed to in writing by the Buyer and Seller.

1.5 **Acceptance.** This Offer is open for acceptance by the Seller on or before 5:00 PM Pacific time on _____, 20____ and upon acceptance, evidenced by the Seller signing a copy of this Offer, there will be a binding agreement of purchase and sale of the Property (the “**Agreement**”) for the Purchase Price on the terms and conditions herein contained.

1.6 **Schedules.** By signing below the Buyer acknowledges and agrees that they have read and agree to the additional terms contained in **Schedule A**, and any other Schedules attached hereto, which form part of this Offer and, if accepted by the Seller, this Agreement.

- ACCEPTANCE -

**SCHEDULE A
ADDITIONAL TERMS**

I. DEPOSIT, COMPLETION DATE, AND POSSESSION

1. **Deposit.** The Buyer will pay the Initial Deposit to **Jone Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jones Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.
2. **Completion Date.** The Seller will give the Buyer written notice in accordance with this Agreement (the "**Closing Notice**") of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the "**Completion Date**"). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office. The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.
3. **Occupancy.** If the Property is not capable of being occupied on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the "**Buyer's Lawyers**"), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other strata lot within the Development.
4. **Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, obtaining occupancy permits, or performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including without limitation earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.
5. **Outside Completion Date.** Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.

II. CONVEYANCE

6. **Closing Documents.** The Buyer will prepare the documents necessary to complete this transaction and will deliver a Form A—Freehold Transfer (the “**Form A Transfer**”), statement of adjustments, and other documents reasonably required by the Seller, to the Seller’s Lawyers in registerable form where necessary at least five (5) days prior to the Completion Date (the “**Closing Documents**”). The Seller will not be required to provide any other documents, certificates, or statutory declarations on the Completion Date.
7. **Closing Procedure.** The Seller will not be required to close this transaction utilizing the CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller’s Lawyers. The Buyer will bear all costs of preparing and registering the Closing Documents and delivering the Purchase Price to the Seller. The Seller will bear all costs of providing clear title to the Property in accordance with this Agreement.
8. **Title.** On the Completion Date, the Seller will cause title in the Property to be transferred to the Buyer free and clear of all registered liens, charges and encumbrances of any nature whatsoever (the “**Charges**”) save and except: (a) the exceptions listed in subsection 23(2) of the *Land Title Act* (British Columbia); (b) the legal notations set out in the Disclosure Statement; (c) the encumbrances and proposed encumbrances set out in the Disclosure Statement; (d) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them; and (c) claims of builder’s liens if the Seller’s Lawyer has undertaken to remove same in accordance with section 9 below (collectively, the “**Permitted Encumbrances**”). On or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered Charges save and except the Permitted Encumbrances.
9. **Seller’s Financing.** The Buyer acknowledges and agrees that the Seller may be using the purchase monies received from the Buyer to obtain a partial discharge of the Charges from the Property and that therefore the Property may not be free and clear of the Charges on the Completion Date. The Buyer’s Lawyers will pay the balance of the adjusted Purchase Price on the Completion Date to the Seller’s Lawyers in trust on their undertaking to pay the amount required by the holder of the Charge to legally obligate the holder of the Charge to provide the Seller’s Lawyers with a registrable partial discharge of such Charge as it relates to the Property and to register the discharge of the Charge from title to the Property once received and, in the case of a claim of builder’s lien on the Seller’s Lawyers’ undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge including by paying all or part of the Purchase Price received into court in exchange for a court order ordering the release of the builder’s lien.
10. **Buyer’s Financing.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has: (a) deposited in trust with the Buyer’s Lawyers the cash balance of the Purchase Price not being financed by the mortgage; (b) fulfilled all the new mortgagee’s conditions for funding except lodging for registration the Form A Transfer and the new mortgage; and (c) made available to the Seller’s Lawyers the undertaking of the Buyer’s Lawyers to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
11. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders’ lien claims (the “**Lien Holdback**”) will be paid to the Seller’s Lawyers on the Completion Date. The Lien Holdback will be held by the Seller’s Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders’ lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller’s Lawyers are authorized to pay to the Seller, on the 56th day after the Completion Date (the “**Lien**

Holdback Release Date") the Lien Holdback plus any interest earned less the amount representing builders' lien claims filed against the Property. The Buyer or Buyer's Lawyers are solely responsible to notify the Seller's Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller's Lawyers to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.

12. **Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller's other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller's Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.
13. **Tender.** Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's Lawyers. Any documents or money to be tendered on the Seller will be tendered, if money, by way of certified cheque or bank draft and will be delivered at the Buyer's expense to the Seller's Lawyer.
14. **No Interest in Land.** Neither this Agreement nor any interest in the Property created hereunder will be registered in the applicable Land Title Office except for the Form A Transfer of the Property on the Completion Date. This Agreement creates contractual rights only between the Buyer and the Seller and not an interest in land.

III. TAXES, ADJUSTMENTS, AND RISK

15. **GST.** The Purchase Price does not include GST or any other value-added tax. The Buyer will assume and pay all applicable GST, and any other value-added tax in respect of this transaction, to the Seller on the Completion Date and the Seller will be responsible for remitting the GST, and any other value-added tax, to the applicable authority.
16. **Additional Taxes and Adjustments.** The Purchase Price does not include any applicable real property taxes, property transfer tax, or provincial sales tax and the Buyer agrees to assume and pay for all such applicable taxes and rates, levies, local improvement assessments, utilities, and other such charges on the Completion Date. All adjustments both incoming and outgoing of any nature whatsoever will be made as of the Completion Date.
17. **Risk.** The Property will be at the risk of the Seller until the Form A Transfer of the Property has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Buyer.

IV. DESCRIPTION OF PROPERTY

18. **Property.** The Buyer acknowledges and agrees that (a) the Buyer has circled and initialed the Property as set out in **Schedule D**, (b) the Buyer is purchasing the Property substantially in accordance with the proposed strata plan attached to the Disclosure Statement, and (c) in the event of any conflict or discrepancy between the Property as described in the proposed strata plan, any Marketing Material (as defined in Article VII), and the actual size, dimensions, or configuration of the Property, as set out in final strata plan to be registered in respect of the Development, the final strata plan will prevail and the Buyer will not be entitled to any compensation for such variations or discrepancies.
19. **Construction.** The Seller will construct the Property in a good and workmanlike manner, substantially in accordance with plans approved for building permit by the City of Fernie, together with any changes

approved by the City of Fernie, and substantially in accordance with the plans and specifications prepared by the Seller's consultants.

20. **Construction Activity.** The Buyer acknowledges that from and after the Completion Date construction activities will continue in and around the Development and agrees that all construction equipment, machinery, vehicles, traffic, and all related dust, noise, or vibrations in proximity to the Property are permitted.
21. **Service Facilities.** The Buyer acknowledges and agrees that the Development, including the Property, may include service facilities and equipment such as transformers, fire hydrants, underground pipes and conduits, and other such facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development. These service facilities will be located within the Property and the Development as required by municipal authorities and any other government authorities having jurisdiction or as recommended by the Seller's consultants. The Buyer acknowledges and agrees that the current plans for the Property and the Development may not indicate the location of all such service facilities and the Seller reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Seller, all without compensation to the Buyer.
22. **Inspection.** The Seller and the Buyer, or their designated representatives, will inspect the Property at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies will be prepared including the dates by which corrections are to occur (the "**Deficiency List**"). The Seller and the Buyer will sign the Deficiency List and the Buyer will be deemed to have accepted the physical condition of the Property, subject only to the listed defects or deficiencies. The Buyer acknowledges and agrees that neither the Buyer nor its representative will be allowed access to the Property prior to the Completion Date without the express written authorization of the Seller.

If the Buyer fails to complete the inspection, fails to sign the Deficiency List, or if there is any dispute with respect to the Deficiency List, at the Seller's option the project architect for the Development or the Seller's interior designer will conclusively settle the Deficiency List (or the matter in dispute) and provide the dates by which corrections are to occur, it being agreed by the Seller and Buyer that such determination by the project architect or the Seller's interior designer will be final and binding on the parties and that the corrections need not occur prior to the Completion Date. The Buyer acknowledges and agrees that there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date
23. **New Home Warranty.** The Property will be covered by a new home warranty provided by the Seller in accordance with the *Homeowner Protection Act* (British Columbia). The Seller will provide the Buyer with the new home warranty documents following the completion of this transaction.
24. **Civic Address.** The civic address relating to the Property and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Seller all without compensation to the Buyer.

V. ASSIGNMENT**25. Buyer Assignment (REDMA).**

- (a) Without the developer's (Seller's) prior consent, any assignment of this purchase agreement is prohibited.
- (b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser (Buyer) under the purchase agreement to another person or is a subsequent transfer.
- (c) Each proposed party to an assignment agreement must provide the developer (Seller) with the information and records required under the *Real Estate Development Marketing Act*.

Before the developer (Seller) consents to the assignment of this purchase agreement, the developer (Seller) will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (a) the party's identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement.

Information and records collected by the developer (Seller) must be reported by the developer (Seller) to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

- 26. **Buyer Assignment (Additional Terms).** In addition to the foregoing, the Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an "**Assignment**") in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller's form of assignment agreement is used; and (d) the Buyer has obtained the Seller's written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion, including without limitation, the payment of an assignment fee. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.
- 27. **Seller Assignment.** The Seller may assign this Agreement without the consent of the Buyer.
- 28. **No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer's rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

VI. THE DEVELOPMENT

29. **Permitted Signage.** The Buyer agrees that following the completion of this transaction, the Buyer will allow the Seller (by resolution of the Strata Corporation or otherwise) to do all of the following for the purposes of promoting, marketing and sales of the Development: (a) erect and maintain promotional, marketing and sales signage on the common property of the Development; (b) maintain one or more show suites, and hold open houses, special promotions and other marketing events; and (c) have access to any and all parts of the common property of the Development, including limited common property that comprises public use areas.
30. **Strata Resolutions.** The Buyer agrees that they will vote in favour of any resolutions requested by the Seller to be placed on an agenda for a special or annual general meeting that deals with amendments to Form P – Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, unit entitlement of the strata lots, and the phase boundaries. The Buyer further agrees, if requested by the Seller, to deliver to the Seller in advance of such meeting the Buyer's written proxy so the Seller may exercise such votes on the Buyer's behalf. In the absence of such proxy, the Seller may present this Agreement to the meeting as evidence of the Buyer's proxy in favour of the Seller and the Seller's unfettered discretion to exercise the Buyer's proxy on the matters contemplated by this section. The covenants contained in this section will survive the closing of this transaction.
31. **Customized Features.** The Buyer has requested the Seller construct and include in the Property those customized features and/or equipment (if any) set out in **Schedule E** (the "**Customized Features**"). The Buyer acknowledges and agrees to pay for such Customized Features on the Completion Date in addition to the Purchase Price. The Buyer further agrees the Buyer is responsible for and will pay to the Seller any GST, value-added taxes, or sales tax payable in respect of the Customized Features.

VII. MISCELLANEOUS

32. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement will be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by prepaid mail to the Seller or the Seller's Lawyers or to the Buyer, or to the Buyer's Lawyers, once appointed, as the case may be. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.
33. **Buyer's Residency.** The Buyer represents to the Seller that the Buyer's residency certification set out in section 1.1 of the Offer is correct and warrants that it will be correct on the Completion Date.
34. **Seller's Residency.** The Seller represents that the Seller is not a "non-resident" as defined under the *Income Tax Act* (Canada) and warrants that the Seller will not be a "non-resident" on the Completion Date. The Seller will not be required to provide the Buyer with a statutory declaration confirming its residency on the Completion Date.
35. **Authorization to Seller's Lawyers.** The Seller and the Buyer hereby irrevocably authorize the Seller's Lawyers: (a) to deal with the Deposit and all interest earned thereon (if any) in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act* (British Columbia); and (b) to interplead the Deposit and all interest thereon (if any), at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller's Lawyers with respect to the Deposit.
36. **Privacy Consent.** The Buyer consents to Seller's realtor communicating directly with the Buyer, and consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes: (a) to complete the transaction contemplated by this Agreement; (b) to engage in business

transactions including securing financing for the construction of the Development; (c) to provide ongoing products and services to the Buyer; (d) to market, sell, provide and inform the Buyer of the Seller's products and services including information about future projects; (e) as required by law; and (f) for additional purposes identified when or before the information is collected.

37. **Miscellaneous.** Where there is more than one Buyer, the obligations of the Buyer will be construed as joint and several obligations. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. All references to legislation in this Agreement includes reference to such legislation as amended from time to time and any successor legislation as amended from time to time. This Agreement may not be altered or amended except by an amendment in writing signed by all parties. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia and agree to submit to the exclusive jurisdiction of the Courts of British Columbia. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
38. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Property. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller's agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, websites, social media or any other electronic media including any simulated view or representation or any other marketing material in respect of the Property or the Development (the "**Marketing Material**") other than those contained in this Agreement signed by all parties and in the Disclosure Statement.
39. **Survival.** All of the Buyer's obligations which are intended to be performed after the Completion Date will not merge on the Completion Date and will survive the completion of the sale of the Property to the Buyer as contemplated herein until they have been fully satisfied.
40. **Execution by Electronic Means.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as an originally executed contract.
41. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller's or the Seller's Lawyer's website, or by a third party internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.
42. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller above will be evidence of their agreement to the terms contained in this **Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F** and any other Schedules or addenda forming part of this Agreement.

[policy statement terms to follow]

VIII. REDMA Policy Statements

43. **Building Permit.** If the Buyer has received a Disclosure Statement or an Amended Disclosure Statement for a strata lot that states a building permit for the strata lot has not yet been issued, then Buyer and the Seller agree that:
- (a) The Buyer may cancel this Agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (b) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Agreement at any time after the end of that 12 month period until the required amendment is received by the Buyer, at which time the Buyer may cancel this Agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (c) The amount of the deposit to be paid by the Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit is no more than 10% of the Purchase Price; and
 - (d) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.
44. **Financing Commitment.** If the Buyer has received a Disclosure Statement or an Amended Disclosure Statement for a strata lot stating that the Seller has not yet obtained a satisfactory financing commitment in respect of the strata lot, then the Buyer and the Seller agree that:
- (a) If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Agreement at any time after the end of that 12 month period until the required amendment is received by the Buyer;
 - (b) The amount of the deposit to be paid by the Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and
 - (c) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

SCHEDULE B
BUYER'S SUBJECT CONDITIONS

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before _____, the Buyer _____

_____ (**"Condition A"**)

(b) On or before _____, the Buyer _____

_____ (**"Condition B"**)

(c) On or before _____, the Buyer _____

_____ (**"Condition C"**)

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party.

In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

SCHEDULE C
REMOVAL OF BUYER'S SUBJECT CONDITIONS

The Buyer agrees that the following conditions listed on **Schedule "B"** have been waived or satisfied on or before the date as indicated below:

(a) Condition A	_____	_____
	<i>[insert date]</i>	<i>[description of condition]</i>

Buyer's Signature

Buyer's Signature

(b) Condition B	_____	_____
	<i>[insert date]</i>	<i>[description of condition]</i>

Buyer's Signature

Buyer's Signature

(c) Condition C	_____	_____
	<i>[insert date]</i>	<i>[description of condition]</i>

Buyer's Signature

Buyer's Signature

SCHEDULE D
PROPOSED STRATA PLAN

[attach plan and circle subject property]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Addendum Date: _____

Addendum Number: _____.

This Addendum is made further to the Agreement dated _____, between
the Seller and _____
[insert Buyers names and addresses]

and the parties hereby agree as follows:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT F

SUMMARY OF TERMS FROM PURCHASE AGREEMENT

1. *Summary of Terms*

This Exhibit provides a brief summary of only some of the terms from the Purchase Agreement, which are attached as **Exhibit E** to the Disclosure Statement.

2. *Forms Of Purchase Agreement*

There is a Purchase Agreement for the Phase 1 Strata Lots and a separate form of Purchase Agreement for the Phase 2 and 3 Strata Lots. Purchasers are advised to review **Exhibit E** in full.

PHASE 1

Termination Provisions

Schedule A – Section 1

Deposit. The Buyer will pay the Initial Deposit to **Jones Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jone Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

Schedule A – Section 12

Time of the Essence. Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller's other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller's Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

Schedule B – Buyer's Subject Conditions

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

- (a) On or before _____, the Buyer _____ (“Condition A”)
- (b) On or before _____, the Buyer _____ (“Condition B”)
- (c) On or before _____, the Buyer _____ (“Condition C”)

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party.

In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

Extension Provisions

Schedule A – Section 2

Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office. The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.

Schedule A – Sections 3 and 4

Occupancy. If the Property is not capable of being occupied on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other strata lot within the Development.

Delay. If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, obtaining occupancy permits, or performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including without limitation earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

Assignment Provisions

Schedule A – Sections 25, 26, 27, and 28

Buyer Assignment (REDMA).

- (a) Without the developer's (Seller's) prior consent, any assignment of this purchase agreement is prohibited.
- (b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser (Buyer) under the purchase agreement to another person or is a subsequent transfer.
- (c) Each proposed party to an assignment agreement must provide the developer (Seller) with the information and records required under the *Real Estate Development Marketing Act*.

Before the developer (Seller) consents to the assignment of this purchase agreement, the developer (Seller) will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (a) the party's identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement.

Information and records collected by the developer (Seller) must be reported by the developer (Seller) to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

Buyer Assignment (Additional Terms). In addition to the foregoing, the Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an "**Assignment**") in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller's form of assignment agreement is used; and (d) the Buyer has obtained the Seller's written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion, including without limitation, the payment of an assignment fee. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

Seller Assignment. The Seller may assign this Agreement without the consent of the Buyer.

No Advertising. The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer's rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

Deposit Provisions

Schedule A – Section 1

Deposit. The Buyer will pay the Initial Deposit to **Jones Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jone Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

PHASE 2 AND 3

Termination Provisions

Offer – Section 1.4

Completion Date. The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of **Schedule A**. The Seller presently anticipates the Completion Date will occur between the following dates:

Phase	Strata Lots	Estimated Date Range
2	4 to 6	March 1, 2027 to May 31, 2027
3	7 to 9	March 1, 2027 to May 31, 2027

These are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the “**Outside Completion Date**”) unless otherwise agreed to in writing by the Buyer and Seller.

Schedule A – Section 1

Deposit. The Buyer will pay the Initial Deposit to **Jones Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jone Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

Schedule A – Section 5

Outside Completion Date. Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.

Schedule A – Section 12

Time of the Essence. Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller’s Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

Schedule A – Section 43

Building Permit. If the Buyer has received a Disclosure Statement or an Amended Disclosure Statement for a strata lot that states a building permit for the strata lot has not yet been issued, then Buyer and the Seller agree that:

- (a) The Buyer may cancel this Agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- (b) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer

may at his or her option cancel this Agreement at any time after the end of that 12 month period until the required amendment is received by the Buyer, at which time the Buyer may cancel this Agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- (c) The amount of the deposit to be paid by the Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit is no more than 10% of the Purchase Price; and
- (d) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

Schedule A – Section 43

Financing Commitment. If the Buyer has received a Disclosure Statement or an Amended Disclosure Statement for a strata lot stating that the Seller has not yet obtained a satisfactory financing commitment in respect of the strata lot, then the Buyer and the Seller agree that:

- (a) If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Agreement at any time after the end of that 12 month period until the required amendment is received by the Buyer;
- (b) The amount of the deposit to be paid by the Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the Purchase Price; and
- (c) All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

Schedule B – Buyer's Subject Conditions

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

- (a) On or before _____, the Buyer _____ (“Condition A”)
- (b) On or before _____, the Buyer _____ (“Condition B”)
- (c) On or before _____, the Buyer _____ (“Condition C”)

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party.

In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

Extension Provisions

Schedule A – Section 2

Completion Date. The Seller will give the Buyer written notice in accordance with this Agreement (the “**Closing Notice**”) of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the “**Completion Date**”). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office. The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.

Schedule A – Sections 3 and 4

Occupancy. If the Property is not capable of being occupied on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other strata lot within the Development.

Delay. If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, obtaining occupancy permits, or performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including without limitation earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

Assignment Provisions

Schedule A – Sections 25, 26, 27, and 28

Buyer Assignment (REDMA).

- (a) Without the developer's (Seller's) prior consent, any assignment of this purchase agreement is prohibited.
- (b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser (Buyer) under the purchase agreement to another person or is a subsequent transfer.
- (c) Each proposed party to an assignment agreement must provide the developer (Seller) with the information and records required under the *Real Estate Development Marketing Act*.

Before the developer (Seller) consents to the assignment of this purchase agreement, the developer (Seller) will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (a) the party's identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement.

Information and records collected by the developer (Seller) must be reported by the developer (Seller) to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

Buyer Assignment (Additional Terms). In addition to the foregoing, the Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an "**Assignment**") in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller's form of assignment agreement is used; and (d) the Buyer has obtained the Seller's written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion, including without limitation, the payment of an assignment fee. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

Seller Assignment. The Seller may assign this Agreement without the consent of the Buyer.

No Advertising. The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer's rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

Deposit Provisions

Schedule A – Section 1

Deposit. The Buyer will pay the Initial Deposit to **Jones Emery LLP, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Jone Emery LLP, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

EXHIBIT G

SUMMARY OF LEGAL NOTATIONS AND CHARGES, LIENS, AND INTERESTS

1. Summary and Descriptions

This Exhibit provides a summary of the Charges registered on title to the Strata Lots and Remainder Lands. Buyers are encouraged to review the full text of the Charges on title to the Strata Lot they are interested in purchasing.

2. Permitted Encumbrances

Unless otherwise noted, all of the Charges set out in this Exhibit will be “permitted encumbrances” under the Purchase Agreement and will remain on title to a Buyer’s Strata Lot following the completion of the purchase and sale. See section 7.2 of the Disclosure Statement for further information about the Purchase Agreement.

3. Definitions

- (a) **“Charges”** means legal notations, charges, liens, and interests.
- (b) **“CP”** means the Common Property of Strata Plan EPS12119.
- (c) **“Rem”** means Lot A, District Lot 4238, Kootenay District, except Strata Plan EPS12119 (Phase 1).
- (d) **“Strata Lots”** means those Strata Lots comprising Strata Plan EPS12119.

All other capitalized terms used in this Exhibit, but not otherwise defined herein, are as defined in the Disclosure Statement.

[Summary Chart and Description of Charges on following pages]

EXHIBIT G

Summary Chart

Legal Notations	Strata Lots	CP	Rem
CA3850694 – Notice of Interest	✓	✓	✓
CA5781989 – Easement	✓	✓	✓
KM536692 - Permit	✓	✓	✓
KX185981 - Permit	✓	✓	✓
LA108465 - Easement	✓	✓	✓
LB264731 - Easement	✓	✓	✓
LB402835 - Permit	✓	✓	✓
CB2640571 - Form P	✓	✓	✓
CB2640577 - Easement			✓
CB2640578 - Easement	✓	✓	

Charges, Liens, and Interests	Strata Lots	CP	Rem
KW156834 – Statutory Right of Way	✓	✓	✓
KX92020 – Covenant	✓	✓	✓
KX105443 – Restrictive Covenant	✓	✓	✓
LA21068 – LA21069 – Statutory Right of Way	✓	✓	✓
LA108464 – Covenant			✓
LB264727 – Covenant	✓	✓	✓
LB264733 – Easement	✓	✓	✓
LB264737 – Covenant			✓
CA5781987 - Easement	✓	✓	✓
CA5781988 – Covenant	✓	✓	✓
CB2642171 - Statutory Right of Way	✓	✓	✓
CB2640577 - Easement		✓	
CB2640578 - Easement			✓

EXHIBIT G

Description of Charges

CA3850694 - Notice of Interest	Registered on July 21, 2014. This Notice of Interest provides notice that the owner's interest in the lands is not bound by liens claimed pursuant to the <i>Builders Lien Act</i> (British Columbia) unless the work is undertaken at the express request of the owner of the lands.
CA5781989 - Easement	Registered on January 24, 2017 This Easement is registered over the Common Property of Canyon Peaks in favour of the Strata Lots, the Common Property, and the Remainder Lands. This Easement provides the owner of the Strata Lots, Common Property, and Remainder Lands with access rights to install, repair, and maintain sewer and water utility lines located in the Common Property of Canyon Peaks. The Easement contains a Section 219 Covenant in favour of the City of Fernie requiring the City of Fernie's consent to any modification or discharge of this Easement from title. A copy of this "Water and Sewer Easement" is attached as Exhibit N to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
KM536692 - Permit	Registered on June 5, 1998 This Permit provides notice that a Development Variance Permit was issued by the City of Fernie pursuant to section 922 of the <i>Municipal Act</i> (British Columbia).
KX185981 - Permit	Registered on December 23, 2005 This Permit provide notice that a Development Permit was issued by the City of Fernie pursuant to section 920 of the <i>Local Government Act</i> (British Columbia).
LA108465 – Easement	Registered on August 4, 2006 This Easement registered over Parcel A (see 276841), District Lot 4138 Kootenay District, Except (1) Parcel 1 (Reference Plan 964821); (2) Plans 13159, 8271, NEP60610, NEP62470, NEP64978, NEP64954, NEP68557, NEP75841, NEP76748 and NEP78504 in favour of the Strata Lots, Common Property, and the Remainder Lands. This Easement provides the Strata Lots, Common Property, and Remainder Lands access to that area shown in the plan attached as a schedule to the Easement for the purposes of constructing, repairing and maintaining snow storage areas, bear-proof garbage cans, a picnic or barbeque area, and a turning area for vehicles. A copy of this "Turn Around Easement" is attached as Exhibit L to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.

EXHIBIT G

LB264731 - Easement	Registered on December 9, 2008. This Easement registered over the Common Property roads in Canyon Peaks provides the Strata Lots, Common Property, and Remainder Lands with access over the Common Property roads in Canyon Peaks. A copy of this “3 Sisters Ridge Access Easement” is attached as Exhibit J to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
LB402835 - Permit	Registered on August 12, 2010. This permit provides notice that a Hazardous Lands Development Permit was issued by the City of Fernie on October 3, 2005.
CB2640571 - Form P	Registered on February 24, 2026. This Form P sets out the details of the Phased Strata Plan for the Development. See Section 2.3 of the Disclosure Statement for further information.
CB2640577 – CB2640578 Easement	Registered on February 24, 2026. This reciprocal easement is registered over the Remainder Lands and the Common Property and provides the Strata Lots in the Development with access over the Remainder Lands to Canyon Trail, a public road, and will permit the Developer to access the Development’s Common Property in order to build out each Phase of the Development. See section 2.1 of the Disclosure Statement for further information. A copy of this “Reciprocal Access Easement” is attached to as Exhibit O to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
KW156834 – Statutory Right of Way	Registered on November 4, 2004. This Statutory Right of Way registered in favour of the City of Fernie provides the City of Fernie with the right to install, maintain, and repair sewage and water works within that area shown in the plan attached as a schedule to the Statutory Right of Way.
KX92020 – Covenant	Registered on July 13, 2005. This covenant registered in favour of the City of Fernie prohibits the construction of buildings, structures or the placement of mobile homes within the Development until a site-specific design for the stability of the sloping portion of the Development Lands is developed by a Geotechnical Engineer and approved by Fernie. A copy of this “Geotech Report Covenant” is attached as Exhibit Q to the Disclosure Statement. See section 4.6 of the Disclosure Statement for further information

EXHIBIT G

KX105443 – Restrictive Covenant	Registered on August 3, 2005. This restrictive covenant registered in favour of Lot 13, Plan NEP62470 requires the consent of the owner of Lot 13, Plan NEP62470 as to the form and character of the improvements to be constructed on the Development Lands. The Developer has obtained this consent.
LA21068 – LA21069 – Statutory Right of Way	Registered on February 14, 2006. This statutory right of way registered in favour of BC Hydro and Telus provides BC Hydro and Telus with the right to install, repair, and maintain electrical and communication improvements (defined as the “Works” in the Statutory Right of Way).
LA108464 – Covenant	Registered on August 4, 2006. This covenant registered in favour of the City of Fernie prohibits the construction, development, or excavation at any time within the area of Plan NEP81597 until a Professional Engineer confirms that such construction is in compliance with the Geotech Report, required pursuant to the Geotech Report Covenant. A copy of this “Steep Slope Covenant” is attached as Exhibit R to the Disclosure Statement. See section 4.6 of the Disclosure Statement for further information.
LB264727 – Covenant	Registered on December 9, 2008. This covenant registered in favour of the City of Fernie requires compliance with all of the following: (i) the Common Property roads to be constructed in the Development must not be used for the parking or storage of motor vehicles, boats, recreational vehicles, or trailers; (ii) the Common Property roads to be constructed in the Development must be cleared of snow and kept accessible for the provision of emergency services; and (iii) Fernie, and any other governmental authority or agencies providing emergency services, must be given access to the Development at all times in order to provide emergency services such as fire, ambulance, and police services. A copy of this “Emergency Access Covenant” is attached to the Disclosure Statement as Exhibit P. See section 3.6 of the Disclosure Statement for further information.
LB264733 – Easement	Registered on December 9, 2008. This easement registered in favour the Common Property of Canyon Peaks provides the Canyon Peaks Strata Corporation with access rights over the Common Property roads to be constructed in the Development.

EXHIBIT G

	A copy of this “Canyon Peaks Access Easement” is attached as Exhibit K to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
LB264737 – Covenant	Registered on December 9, 2008. This covenant registered in favour of the City of Fernie prohibits the issuance of Occupancy Permits for those Strata Lots planned for Phases 8, 9, and 10 of the Development until a turn-around area is constructed within the area of the Turn Around Easement. A copy of this “Turn Around Covenant” is attached as Exhibit L to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
CA5781987 – Easement CA5781988 – Covenant	Registered on January 24, 2017. This easement registered over the Development Lands in favour of the Common Property of Canyon Peaks provides the Canyon Peaks Strata Corporation with access rights to install, repair, and maintain sewer and water utility lines located in the Common Property of Canyon Peaks. The Easement contains a covenant in favour of the City of Fernie requiring the City of Fernie’s consent to any modification or discharge of this Easement from title. A copy of this “Water and Sewer Easement” is attached as Exhibit M to the Disclosure Statement. See section 2.1 of the Disclosure Statement for further information.
CB2642171 – Statutory Right of Way	Registered on February 25, 2026. This Statutory Right of Way registered in favour of FortisBC Energy Inc. permits FortisBC Energy to access the Strata Lots, Common Property, and Remainder Lands in order to install and maintain a network of underground pipes for natural gas distribution (defined as the “Works” in the Statutory Right of Way) and to keep the area within 1.5 metres of the Works clear of any vegetation, structures, foundations, or improvements which in the opinion of FortisBC Energy may interfere with the Works.

EXHIBIT H

STRATA PROPERTY ACT

[SBC 1998] CHAPTER 43

Schedule of Standard Bylaws

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

2 (1)An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2)An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3 (1)An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a)causes a nuisance or hazard to another person,

(b)causes unreasonable noise,

(c)unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d)is illegal, or

(e)is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2)An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3)An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4)An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a)a reasonable number of fish or other small aquarium animals;

(b)a reasonable number of small caged mammals;

(c)up to 2 caged birds;

(d)one dog or one cat.

EXHIBIT H

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

EXHIBIT H

(2)The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

- (a)common assets of the strata corporation;
- (b)common property that has not been designated as limited common property;
- (c)limited common property, but the duty to repair and maintain it is restricted to
 - (i)repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii)the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A)the structure of a building;
 - (B)the exterior of a building;
 - (C)chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D)doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E)fences, railings and similar structures that enclose patios, balconies and yards;
- (d)a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i)the structure of a building,
 - (ii)the exterior of a building,
 - (iii)chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv)doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v)fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

9 (1)Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2)If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

EXHIBIT H

Council members' terms

10 (1)The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2)A person whose term as council member is ending is eligible for reelection.

(3) to (5)[Repealed 1999-21-51.]

Removing council member

11 (1)Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2)After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1)If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2)A replacement council member may be appointed from any person eligible to sit on the council.

(3)The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4)If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1)At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2)A person may hold more than one office at a time, other than the offices of president and vice president.

(3)The vice president has the powers and duties of the president

(a)while the president is absent or is unwilling or unable to act, or

(b)for the remainder of the president's term if the president ceases to hold office.

(4)If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

EXHIBIT H

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) [Repealed 2022-41-27.]

EXHIBIT H

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

EXHIBIT H

Limitation on liability of council member

22 (1)A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2)Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

(a)\$50 for each contravention of a bylaw, and

(b)\$10 for each contravention of a rule.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

25 (1)Annual and special general meetings must be chaired by the president of the council.

(2)If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3)If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1)Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2)Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3)Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1)At an annual or special general meeting, voting cards must be issued to eligible voters.

(2)At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

EXHIBIT H

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

EXHIBIT H

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1)A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a)all the parties to the dispute consent, and
- (b)the dispute involves the Act, the regulations, the bylaws or the rules.

(2)A dispute resolution committee consists of

- (a)one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b)any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3)The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

30 (1)An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2)An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

EXHIBIT I

3 Sisters Ridge - Interim Budget

Phase 1

Revenue

Strata Fees	\$	17,050.00
Total Revenue	\$	17,050.00

Expenses

Accounting	-
Bookkeeping	\$ 1,000.00
Bank Charges	\$ 500.00
Cleaning Windows	\$ 500.00
Insurance	\$ 5,500.00
Snow Removal	\$ 2,000.00
Landscaping	\$ 1,000.00
Office Expenses	\$ 500.00
General Repairs	\$ 1,000.00
Management Fee	\$ 2,000.00
Garbage Removal	\$ 1,000.00
Electricity	\$ 500.00

Subtotal Expense \$ 15,500.00

CRF - Developer 10% Contribution \$ 1,550.00
Total Expense \$ 17,050.00

Strata Lot Fees - Monthly and Annual

Strata Lot	Unit Entitlement	Monthly Strata Fees	Annual Strata Fees
1	194	\$ 438.08	\$ 5,256.99
2	185	\$ 417.76	\$ 5,013.11
3	193	\$ 435.82	\$ 5,229.90

EXHIBIT I

3 Sisters Ridge - Interim Budget

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Combined</u>
<u>Revenue</u>			
Strata Fees	\$ 17,050.00	\$ 8,140.00	\$ 25,190.00
Total Revenue	\$ 17,050.00	\$ 8,140.00	\$ 25,190.00
<u>Expenses</u>			
Accounting	-	-	
Bookkeeping	\$ 1,000.00	\$ 500.00	\$ 1,500.00
Bank Charges	\$ 500.00	\$ 100.00	\$ 600.00
Cleaning Windows	\$ 500.00	\$ 500.00	\$ 1,000.00
Insurance	\$ 5,500.00	\$ 4,000.00	\$ 9,500.00
Snow Removal	\$ 2,000.00	\$ 500.00	\$ 2,500.00
Landscaping	\$ 1,000.00	\$ 500.00	\$ 1,500.00
Office Expenses	\$ 500.00	-	\$ 500.00
General Repairs	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Management Fee	\$ 2,000.00	\$ 300.00	\$ 2,300.00
Garbage Removal	\$ 1,000.00	-	\$ 1,000.00
Electricity	\$ 500.00	-	\$ 500.00
<u>Subtotal Expense</u>	\$ 15,500.00	\$ 7,400.00	\$ 22,900.00
CRF - Developer 10% Contribution	\$ 1,550.00	\$ 740.00	\$ 2,290.00
Total Expense	\$ 17,050.00	\$ 8,140.00	\$ 25,190.00

Strata Lot Fees - Monthly and Annual

Strata Lot	Unit Entitlement	Monthly Strata Fees	Annual Strata Fees
1	194	\$ 323.90	\$ 3,886.79
2	185	\$ 308.87	\$ 3,706.47
3	193	\$ 322.23	\$ 3,866.75
4	193	\$ 322.23	\$ 3,866.75
5	185	\$ 308.87	\$ 3,706.47
6	193	\$ 322.23	\$ 3,866.75

EXHIBIT I

3 Sisters Ridge - Interim Budget

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Combined</u>
<u>Revenue</u>				
Strata Fees	\$ 17,050.00	\$ 8,140.00	\$ 7,922.00	\$ 33,112.00
Total Revenue	\$ 17,050.00	\$ 8,140.00	\$ 7,922.00	\$ 33,112.00
<u>Expenses</u>				
Accounting	-	-	-	-
Bookkeeping	\$ 1,000.00	\$ 500.00	\$ 300.00	\$ 1,800.00
Bank Charges	\$ 500.00	\$ 100.00	\$ 300.00	\$ 900.00
Cleaning Windows	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00
Insurance	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 13,500.00
Snow Removal	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 3,000.00
Landscaping	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00
Office Expenses	\$ 500.00	-	-	\$ 500.00
General Repairs	\$ 1,000.00	\$ 1,000.00	-	\$ 2,000.00
Management Fee	\$ 2,000.00	\$ 300.00	\$ 800.00	\$ 3,100.00
Garbage Removal	\$ 1,000.00	-	-	\$ 1,000.00
Electricity	\$ 500.00	-	-	\$ 500.00
<u>Subtotal Expense</u>	\$ 15,500.00	\$ 7,400.00	\$ 6,900.00	\$ 29,800.00
CRF - Developer 10% Contribution	\$ 1,550.00	\$ 740.00	\$ 690.00	\$ 2,980.00
Total Expense	\$ 17,050.00	\$ 8,140.00	\$ 7,590.00	\$ 32,780.00

Strata Lot Fees - Monthly and Annual

<u>Strata Lot</u>	<u>Unit Entitlement</u>	<u>Monthly Strata Fees</u>	<u>Annual Strata Fees</u>
1	194	\$ 281.08	\$ 3,372.93
2	185	\$ 268.04	\$ 3,216.45
3	193	\$ 279.63	\$ 3,355.54
4	193	\$ 279.63	\$ 3,355.54
5	185	\$ 268.04	\$ 3,216.45
6	193	\$ 279.63	\$ 3,355.54
7	193	\$ 279.63	\$ 3,355.54
8	185	\$ 268.04	\$ 3,216.45
9	193	\$ 279.63	\$ 3,355.54

-9 DEC 2008 12:22

LB0264731

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LB0264732

SUBMITTED BY
KERSHAW KUROYAMA

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

RB 08/12/09 12:25:09 01 KL
CHARGE071983
\$132.30

(This area for Land Title Office use) Page 1 of 6 pages

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

Marko Maryniak, Barrister & Solicitor, Rockies Law Corporation

P.O. Box 490, Fernie, BC V0B 1M0

Telephone (250) 423 4446 Client No. 10808 File No. 16901

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

PID

LEGAL

THE COMMON PROPERTY, STRATA PLAN NES

003500

3. NATURE OF INTEREST:*

DESCRIPTION

EASEMENT

DOCUMENT REFERENCE

Entire Document

PERSON ENTITLED TO INTEREST

Registered Owner PID 026-339-340; Lot 1

D.L. 4138 Kootenay District Plan

NEP78504, Except Strata Plan

NES 003500 (Phases 1 & 2)

(Dominant Tenement)

Transferee

Priority Agreement

Page 6

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

(a) Filed Standard Charge Terms

[]

D.F. No.

(b) Express Charge Terms

[X]

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):*

THE OWNERS, STRATA PLAN NES 003500 and CANADIAN WESTERN BANK (Priority Agreement)

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

987745 ALBERTA LIMITED, (Inc. No. A0065426), 305, 5723 - 10th Street NE, Calgary, AB T2E 8W4

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

Execution Date

Y M D

2008 - 11 - 25

ROBIN S JOHNSON / LAWYER

SUITE 245, 708 11th AVENUE SW

CALGARY, ALBERTA, CANADA

T2R 0E4

(as to both signatures)

Transferor(s) Signature(s)

THE OWNERS, STRATA PLAN NES 003500

by its authorised signatory(ies):

Print Name: James Harding

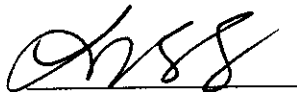
Print Name:

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 D****EXECUTIONS CONTINUED****Page 2 of 6 pages**

Officer Signature(s)



EXECUTION DATE

Y M D

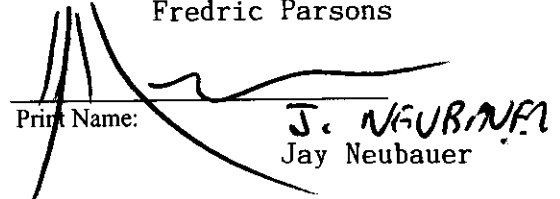
2008 11 25

A Commissioner for Oaths in and
For the Province of Alberta
Leanne Michelle Rashovich
My Appointment Expires October 4, 2009

(as to both signatures)

LEANNE RASHOVICH, ACCOUNT MGR.
300, 5222 - 130th Ave SE
CALGARY, AB T2Z 3Y8

Transferor(s) Signature(s)

CANADIAN WESTERN BANK
by its authorised signatory(ies):Print Name: **F. PARSONS**
Fredric ParsonsPrint Name: **J. NEUBAUER**
Jay Neubauer**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 6 pages**

Officer Signature(s)

EXECUTION DATE

Y M D

2008 · 11 · 25

ROBIN S JOHNSON / LAWYER
SUITE 245, 708 11th AVENUE SW
CALGARY, ALBERTA, CANADA
T2R 0E4

(as to both signatures)

Transferee(s) Signature(s)

987745 ALBERTA LIMITED

by its authorised signatory(ies):

Print Name: James Harding

Print Name:

Form C – Easement – Part 2

WHEREAS the Transferor is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and more particularly known and described as:

THE COMMON PROPERTY, STRATA PLAN NES 003500

(the “Servient Tenement”)

AND WHEREAS the Transferee is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and more particularly known and described as:

PID: 026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504

Except Strata Plan NES 003500 (phases 1 & 2)

(the “Dominant Tenement”)

AND WHEREAS the Transferor has agreed to grant in favour of the Transferee an Easement over part of the Servient Tenement for the purpose of providing the Transferee with driveway access over the Servient Tenement.

AND NOTWITHSTANDING that the said Easement is a blanket easement, the Transferee’s use of the Servient Tenement shall be restricted to that part of the Common Property intended for use as a vehicular access way.

NOW THEREFORE WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Transferee agreeing to pay its proportionate share of the costs of maintenance and snow removal for the Easement Area, the Transferor DOES HEREBY GRANT AND CONVEY to the Transferee, its heirs, executors, administrators, successors and assigns, an easement over the Servient Tenement.

1. Such easement to be for the purposes of providing the Transferee with the use and enjoyment of the Easement Area free of charge for the following purposes:
 - (a) Constructing, grading, paving, clearing, and maintaining a driveway for the benefit of the Dominant Tenement and any owner(s) from time to time thereof;
 - (b) To allow access to the Dominant Tenement on, over, under and/or through the Easement Area by the owner(s) from time to time of the Dominant Tenement and their servants, employees, workmen, licensees, permittees or invitees;

and for all such purposes the Transferee shall have access to the Easement Area at all times by it, its successors in title, its invitees, servants, employees, and workmen with and without machinery and equipment as appurtenant to the Dominant Tenement aforesaid.

2. The Transferor covenants further with the Transferee not to do or permit to be done anything on, in or under the Easement Area which would have the effect of derogating from the Transferee's rights hereunder, including but not limited to: entering upon, erecting buildings upon, erecting fencing upon, discharging water or sewage upon, all or any part of the Easement Area.
3. It is hereby understood agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land, and that none of the covenants herein contained shall be personal or binding upon the parties hereto, so that no part of the fee of the soil of the Easement Area shall pass or be vested in the Transferee under or by these presents that the Transferor may fully use and enjoy the lands subject only to the rights and restrictions herein provided.
4. The Transferee agrees that the Transferee or its successors in title to the Dominant Tenement shall save harmless and indemnify the Transferor against any liability or costs arising in respect of any injury or damage incurred by the Transferor connected with the use of the Easement Area by the Transferee or any owner from time to time of the Dominant Tenement or any of their servants, employees, workmen, licensees, permittees or invitees, and in respect of damage to vehicles, equipment, or other personal property of any of them incurred in connection with the use of the Easement Area.
5. Wherever the singular and masculine are used throughout this agreement the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

CONSENT TO PRIORITY

1. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number CA119658 and CA119659, registered in the Kamloops/Nelson Land Title Office on 20 September 2005 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Easement had been executed, delivered and registered in time prior to the registration of the Mortgage.

2. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number LA108707 and LA108708 registered in the Kamloops/Nelson Land Title Office on 4 August 2006 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Easement had been executed, delivered and registered in time prior to the registration of the Mortgage.

END OF DOCUMENT

STRATA PROPERTY ACT
FORM E
(Section 79)

CERTIFICATE OF STRATA CORPORATION

The Owners, Strata Plan NES **003500** certify that a resolution referred to in Section 79 of the *Strata Property Act* was passed by a

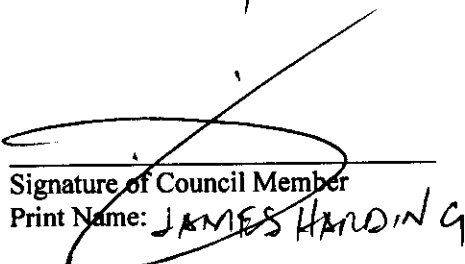
X unanimous vote, or

 $\frac{3}{4}$ vote

at an annual or special general meeting held on NOV 25 / 08, 2008, and that the attached instrument conforms to the resolution.

For the purposes of section 165 (4) (f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the Strata Property Regulation, and the instrument conforms to the resolution.

Date: NOV 25 / 08, 2008



Signature of Council Member

Print Name: JAMES HARDING

Signature of Council Member

Print Name:

C 2008 12 22

LB0264734

-9 DEC 2008 12 22

LB0264733

PA

SUBMITTED BY
KERSHAW KUROYAMA

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

RB 08/12/09 12:25:13 01 KL 071983
CHARGE \$132.30

(This area for Land Title Office use) Page 1 of 6 pages

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

Marko Maryniak, Barrister & Solicitor, Rockies Law Corporation
P.O. Box 490, Fernie, BC V0B 1M0
Telephone (250) 423 4446 Client No. 10808 File No. 16901

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

PID LEGAL
026-339-340 Lot 1 District Lot 4138 Kootenay District Plan NEP78504
Except Strata Plan NES 003500 (Phases 1 & 2)

3. NATURE OF INTEREST:*

DESCRIPTION
EASEMENT

DOCUMENT REFERENCE
Entire Document

PERSON ENTITLED TO INTEREST
Transferee
The Common Property, Strata Plan NES
003500 (Dominant Tenement)
Transferee

Priority Agreement

Page 6

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

- (a) Filed Standard Charge Terms [] D.F. No.
(b) Express Charge Terms [X] 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):*

987745 ALBERTA LIMITED (Inc. No. A0065426) and CANADIAN WESTERN BANK (Priority Agreement)

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

~~THE OWNERS, STRATA PLAN NES~~ 305, 5723 - 10th Street NE, Calgary, AB T2E 8W4
987745 ALBERTA LIMITED (Inc. No. A0065426)

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

Execution Date

Y M D

2008 - 11 - 25

Transferor(s) Signature(s)

987745 ALBERTA LIMITED
by its authorised signatory(ies):

Print Name: James Harding

Print Name:

ROBIN S JOHNSON / LAWYER
SUITE 245, 708 11th AVENUE SW
CALGARY, ALBERTA, CANADA
T2R 0E4

(as to both signatures)

OFFICER CERTIFICATION:

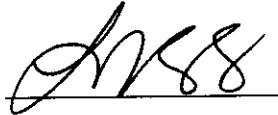
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 6 pages

Officer Signature(s)



A Commissioner for Oaths in and
For the Province of Alberta
Leanne Michelle Rashovich
My Appointment Expires October 4, 2009

EXECUTION DATE

Y M D

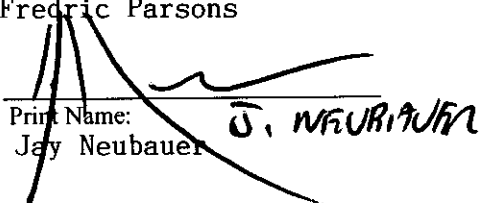
2008 11 25

(as to both signatures)

LEANNE RASHOVICH, ACCOUNT MGR
300, 5222 - 130th Ave SE
CALGARY, AB T22 3Y8

Transferor(s) Signature(s)

CANADIAN WESTERN BANK
by its authorised signatory(ies):


Print Name: F. PARSONS
Fredric Parsons
Print Name: J. NEUBAUER
Jay Neubauer**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 6 pages**

Officer Signature(s)

EXECUTION DATE

Y M D

2008 · 11 · 25

ROBIN S JOHNSON / LAWYER
SUITE 245, 708 11th AVENUE SW
CALGARY, ALBERTA, CANADAT2B 0E4
(as to both signatures)

Transferee(s) Signature(s)

The Owners, Strata Plan**NES 003590**

by its authorised signatory(ies):

Print Name:

James Harding

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.

Form C – Easement – Part 2

WHEREAS the Transferor is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and more particularly known and described as:

PID: 026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504

Except Strata Plan NES 003580 (Phases 1 & 2)
(the “Servient Tenement”)

AND WHEREAS the Transferee is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and more particularly known and described as:

THE COMMON PROPERTY, STRATA PLAN NES 003580

(the “Dominant Tenement”)

AND WHEREAS the Transferor has agreed to grant in favour of the Transferee an Easement over part of the Servient Tenement for the purpose of providing the Transferee with driveway access over the Servient Tenement.

AND NOTWITHSTANDING that the said Easement is a blanket easement, the Transferee's use of the Easement shall be restricted to that portion of the Servient Tenement which is a roadway from time to time.

NOW THEREFORE WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged, the Transferor DOES HEREBY GRANT AND CONVEY to the Transferee, its heirs, executors, administrators, successors and assigns, an easement over the Servient Tenement.

1. Such easement to be for the purposes of providing the Transferee with the use and enjoyment of the Easement Area free of charge for the following purposes:
 - (a) Constructing, grading, paving, clearing, and maintaining a driveway for the benefit of the Dominant Tenement and any owner(s) from time to time thereof;
 - (b) To allow access to the Dominant Tenement and to the right of way area shown on Plan NEP81598 on, over, under and/or through the Easement Area by the owner(s) from time to time of the Dominant Tenement and their servants, employees, workmen, licensees, permittees or invitees;

and for all such purposes the Transferee shall have access to the Easement Area at all times by it, its successors in title, its invitees, servants, employees, and workmen with and without machinery and equipment as appurtenant to the Dominant Tenement aforesaid.

2. The Transferor covenants further with the Transferee not to do or permit to be done anything on, in or under the Easement Area which would have the effect of derogating from the Transferee's rights hereunder, including but not limited to: entering upon, erecting buildings upon, erecting fencing upon, discharging water or sewage upon, all or any part of the Easement Area.
3. It is hereby understood agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land, and that none of the covenants herein contained shall be personal or binding upon the parties hereto, so that no part of the fee of the soil of the Easement Area shall pass or be vested in the Transferee under or by these presents that the Transferor may fully use and enjoy the lands subject only to the rights and restrictions herein provided.
4. The Transferee agrees that the Transferee or its successors in title to the Dominant Tenement shall save harmless and indemnify the Transferor against any liability or costs arising in respect of any injury or damage incurred by the Transferor connected with the use of the Easement Area by the Transferee or any owner from time to time of the Dominant Tenement or any of their servants, employees, workmen, licensees, permittees or invitees, and in respect of damage to vehicles, equipment, or other personal property of any of them incurred in connection with the use of the Easement Area.
5. Wherever the singular and masculine are used throughout this agreement the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

CONSENT TO PRIORITY

1. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number CA119658 and CA119659, registered in the Kamloops/Nelson Land Title Office on 20 September 2005 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Easement had been executed, delivered and registered in time prior to the registration of the Mortgage.

2. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number LA108707 and LA108708 registered in the Kamloops/Nelson Land Title Office on 4 August 2006 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Easement had been executed, delivered and registered in time prior to the registration of the Mortgage.

END OF DOCUMENT

STRATA PROPERTY ACT
FORM E
(Section 79)

CERTIFICATE OF STRATA CORPORATION

003580
The Owners, Strata Plan NES _____ certify that a resolution referred to in Section 79 of the *Strata Property Act* was passed by a

X unanimous vote, or

_____ $\frac{3}{4}$ vote

at an annual or special general meeting held on NOV 25 / 08, 2008, and that the attached instrument conforms to the resolution.

For the purposes of section 165 (4) (f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the Strata Property Regulation, and the instrument conforms to the resolution.

Date: NOV 25 / 08, 2008

Signature of Council Member

Print Name: JAMES BONDING

Signature of Council Member

Print Name:

EXHIBIT L

-9 DEC 2008 12 22

2008 12 22

LB0264738

LB026473713

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 7 pages

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

Marko Maryniak, Barrister & Solicitor, Rockies Law Corporation

P.O. Box 490, Fernie, BC V0B 1M0

Telephone (250) 423 4446 Client No. 10808 File No. 16901

RB 08/12/09 12:25:30 01 KL

071983

S/S/DT PLANS

\$55.00

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

PID

LEGAL

026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504

Except Strata Plan NEP78504 (Phases 1 & 2)

3. NATURE OF INTEREST:*

DESCRIPTION

Covenant S. 219 Land Title Act

Part on Plan NEP 88073

Priority Agreement

DOCUMENT REFERENCE

Entire Instrument

Page 6

PERSON ENTITLED TO INTEREST

Transferee

Transferee

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

(a) Filed Standard Charge Terms []

D.F. No.

(b) Express Charge Terms [X]

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.

RB 08/12/09 12:25:34 01 KL

071983

CHARGE

\$132.30

5. TRANSFEROR(S):*

987745 ALBERTA LIMITED (Inc. No. A0065426) (S. 219 Covenant) and CANADIAN WESTERN BANK (Priority Agreement)

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

THE CORPORATION OF THE CITY OF FERNIE, P.O. Box 190, 501 3rd Avenue, Fernie, BC V0B 1M0

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.

Official Signature

Execution Date

Y M D
2008 - 11 - 25

Transferor(s) Signature(s)

987745 ALBERTA LIMITED,
by its authorized signatory(ies):

ROBIN S JOHNSON / LAWYER

SUITE 245, 708 11th AVENUE SW

CALGARY, ALBERTA, CANADA

T2R 0E4

Print Name: James Harding

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.

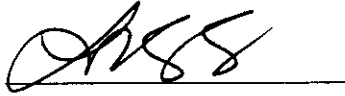
EXHIBIT L

Page 2 of 7

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

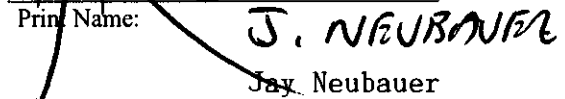
EXECUTION DATE
Y M DTransferor(s) Signature(s)
CANADIAN WESTERN BANK
by its authorised signatory(ies):

2008 11 25

A Commissioner for Oaths in and
For the Province of Alberta
Leanne Michelle Rashovich
My Appointment Expires October 4, 2009

(as to both signatures)

LEANNE RASHOVICH, ACCOUNT MGR
300, 5222 - 130th AVE SE
CALGARY, AB
T2Z 3Y8


Print Name: F. PARSONS
Fredric Parsons
Print Name: J. NEUBAUER
Jay Neubauer

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.

EXHIBIT L

Page 3 of 7

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

Officer Signature(s)

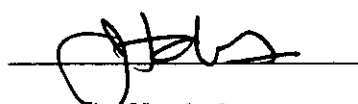
EXECUTION DATE

Y M D

Party(ies) Signature(s)

**THE CORPORATION OF THE CITY
OF FERNIE**

by its authorised signatory(ies):



Jim Hendricks
Deputy Clerk/Treasurer
Box 190, 501 - 3rd Ave.
Ferne, B.C. V0B 1M0

A Commissioner for taking
affidavits for British Columbia
(as to all signatures)

2008 12 03

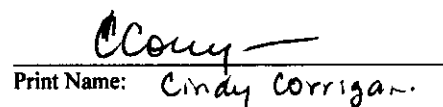
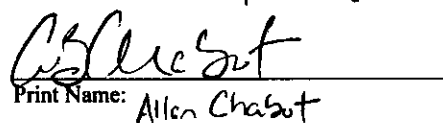

Print Name: Cindy Corrigan
Print Name: Allen Chabot

EXHIBIT L

Page 4 of 7

**Part 2 – TERMS OF INSTRUMENT
COVENANT**

THIS AGREEMENT made this _____ day of _____, 2008.

BETWEEN: 987745 ALBERTA LIMITED
305, 5723 – 10th Street NE
Calgary, AB T2E 8W4

(hereinafter called the “Covenantor”)

OF THE FIRST PART

AND: THE CORPORATION OF THE CITY OF FERNIE
P.O. Box 190
501 – 3rd Avenue
Ferne, BC V0B 1M0

(hereinafter called the “City”)

OF THE SECOND PART**WHEREAS:**

A. The Covenantor is the registered owner in fee simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Fernie, Province of British Columbia, and more particularly known and described in Item 2 of page 1 in the Form C (the “Lands”):

B. Section 219 of the *Land Title Act* R.S.B.C. 1996, C. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;

C. The Covenantor desires to grant this Covenant to restrict the use of the Lands;

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged,

1. The Covenantor hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Covenantor that the provisions hereof be annexed to and run with and be a charge upon the Covenant Area, that from and after the date hereof:

(a) No occupancy shall be permitted, nor application for Occupancy Certificates made, by the Covenantor for any structure located within the area shown on Reference Plan prepared by Cristin R. Schlossberger, B.C.L.S., completed and certified correct on November 27, 2008, and filed under Plan No. NEP 88073, a copy of which is attached hereto, until the City has confirmed that a turn-around bulb over the area shown in heavy outline on a Reference Plan prepared by Garrett M. Winkel, B.C.L.S., completed and certified

EXHIBIT L

Page 5 of 7

correct on May 25, 2006, and filed under Plan No. NEP81598, (the "Covenant Area") has been satisfactorily completed in accordance with the standards set by the City.

2. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the City in relation to the Covenantor, including its successors and assigns of the Lots 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 City as if this Agreement had not been made by the parties.
3. The Covenantor agrees to save harmless and indemnify the City, its officers, invitees, licensees, employees, servants, elected officials and agents harmless from and against all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever and by any person, whether known or unknown, which have arisen or may arise out of or in any way due directly or indirectly to the granting or existence of this Agreement, including:
 - a) any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement or any steps taken or not taken by the City to enforce this Agreement upon a breach by the Covenantor or to obtain redress in respect of any such breach; and
 - b) any injury to person, including bodily injury or death or damages to or a loss of property on or about the Lands.
4. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.
5. The Covenantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
6. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
7. 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 be separate and severable 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.
8. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
9. 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.

EXHIBIT L

Page 6 of 7

10. Every reference to The Corporation of the City of Fernie in this Agreement shall include any person designated by The Corporation of the City of Fernie to act for or on its behalf with respect to any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Form C attached hereto.

CONSENT TO PRIORITY

1. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number CA119658 and CA119659, registered in the Kamloops/Nelson Land Title Office on 20 September 2005 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

2. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number LA108707 and LA108708 registered in the Kamloops/Nelson Land Title Office on 4 August 2006 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

EXHIBIT L

Page 7 of 7

**REFERENCE PLAN TO ACCOMPANY COVENANT
OVER PART OF LOT 1, DISTRICT LOT 4138,
KOOTENAY DISTRICT, PLAN NEP78504
EXCEPT STRATA PLAN NES-2880 (PHASES 1 AND 2)**

Pursuant to Section 96(1)(e) of the Land Title Act

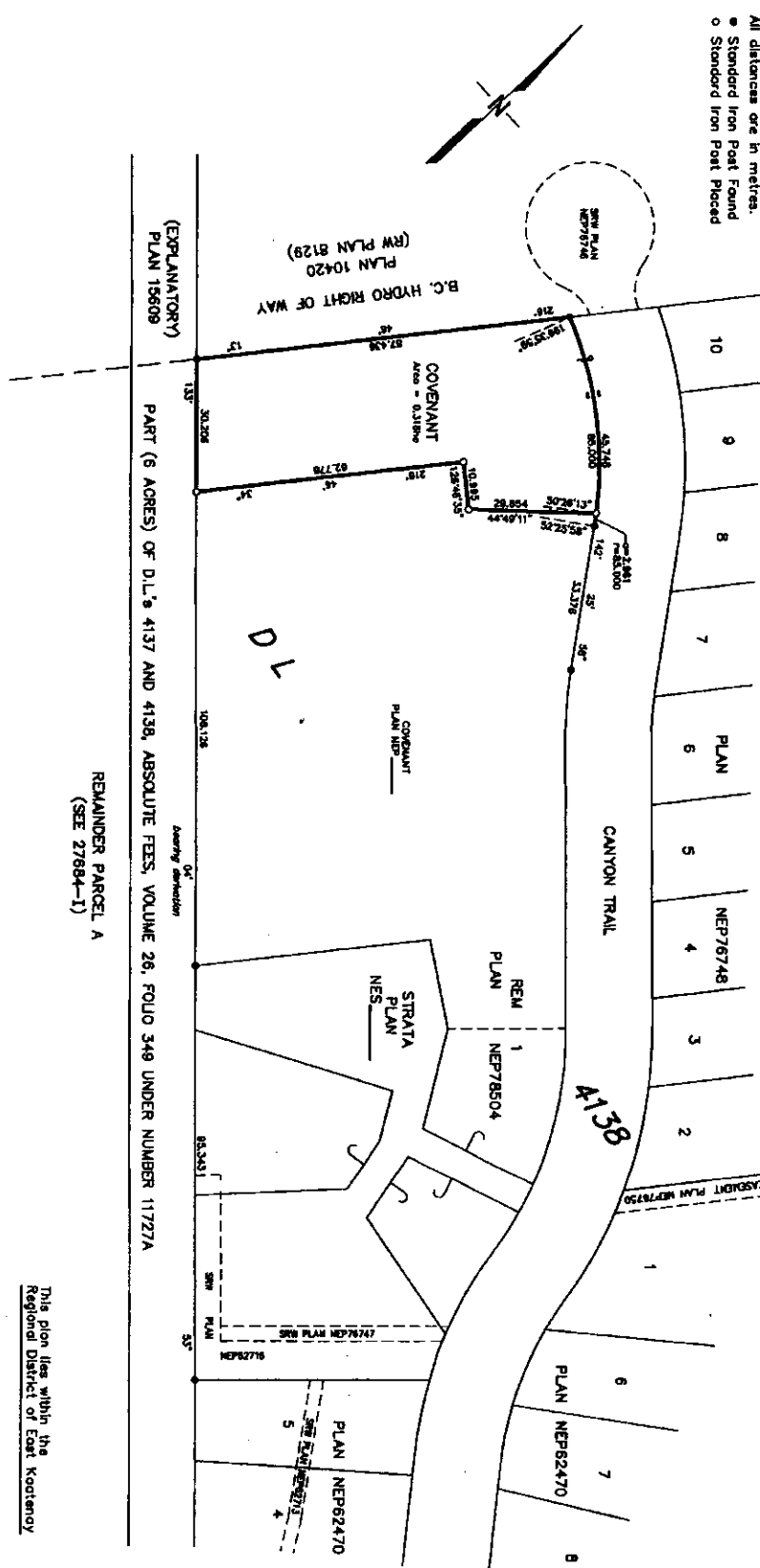
0003500

BCGS 826,055
SCALE 1 : 750

LEGEND

Bearings are Astronomic and derived from Plan NEP78504

- Standard Iron Post Found
- o Standard Iron Post Placed

(EXPLANATORY)
PLAN 15609

PART (6 ACRES) OF D.L.'s 4137 AND 4138, ABSOLUTE FEES, VOLUME 26, FOLIO 349 UNDER NUMBER 11727A

REMAINDER PARCEL A
(SEE 27884-1)

FOCUS
FIS LAND SERVICES LTD.
ENGINEERING, PLANNING, GEOMATICS
CRANBROOK, B.C.
72573-COV-3

PLAN NEP 88073

Deposited in the Land Title Office at Kamloops,
B.C., this ____ day of _____, 2008.

Registrar

This plan lies within the
Regional District of East Kootenay

I, Craig R. Schloesser, a British Columbia Land Surveyor,
of the City of Cranbrook, in British Columbia, certify
that I was present at and personally supervised the
survey represented by this plan, and that the survey and
plan are correct. The field survey was completed on
the 25th day of November, 2008. The plan was completed
and checked, and the checklist filed under #00519
the 27th day of November, 2008.

B.C.L.S.

END OF DOCUMENT

EXHIBIT L***Land Title Act***
FORM 11(a)*(Section 99(1)(e), (j) and (k))***APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, Robert Kuroyama, Agent for Rockies Law Corporation, P.O. Box 490, Suite 202,
502 Third Avenue, Fernie, BC, V0B 1M0 the owner of a registered charge

(or agent of THE CORPORATION OF THE CITY OF FERNIE
501 3rd Avenue, P.O. Box 190, Fernie, BC, V0B 1M0
the owner of a registered charge)

apply to deposit a Reference Plan To Accompany Covenant Over Part Of Lot 1, District
Lot 4138, Kootenay District, Plan NEP78504 Except Strata Plan
NES 003500 (Phases 1 And 2)

I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$55.00.

DATED this 8th. day of December, 2008.

ASSIGNED PLAN NO.

NEP 8807²



SIGNATURE

LAND TITLE ACT
FORM C

(Section 219.81)

Province of British Columbia
GENERAL INSTRUMENT - PART 1

-4 AUG 2006 11 09

LA108465

SUBMITTED BY
KERSHAW KUROYAMA

(This area for Land Title Office use) Page 1 of 4 pages

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

Paula Symington-Jones, agent for Rockies Law Corporation

P.O. Box 490, Fernie, BC V0B 1M0

Telephone (250) 423 4446 Client No. 10808 File No. 16139



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

PID

013-138-804

LEGAL

Parcel A (see 276841), District Lot 4138 Kootenay District, Except (1) Parcel 1 (Reference Plan 964821);

(2) Plans 13159, 8271, NEP60610, NEP62470, NEP64954; NEP64978; NEP68557, NEP75841,

NEP76748 and NEP78504 (Servient Tenement)

3. NATURE OF INTEREST:*

DESCRIPTION

EASEMENT

(as shown on Plan NEP 01578)

DOCUMENT REFERENCE

Pages 2 - 3

PERSON ENTITLED TO INTEREST

Registered owner of PID: 026-339-340;

Lot 1 District Lot 4138 Kootenay District

Plan NEP78504 (Dominant Tenement)

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

(a) Filed Standard Charge Terms []

D.F. No.

(b) Express Charge Terms [X]

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):*

EAST KOOTENAY LAND CORPORATION (Inc. No. A-45602)

01 06/08/04 11:36:34 01 KL
CHARGE942475
\$65.20

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

987745 ALBERTA LIMITED (Inc. No. A0065426) 305, 5723 - 10th Street NE, Calgary, AB T2E 8W4

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



MARKO M. MARYNIAK

Barrister & Solicitor

502 - 3rd Ave, Ste. 202

PO Box 490

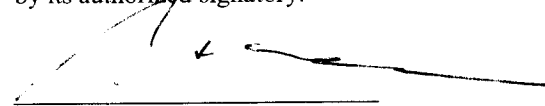
Fernie, BC V0B 1M0

Execution Date

Y M D
2006 06 30

Party(ies) Signature(s)

Transferor(s) Signature(s)

EAST KOOTENAY LAND CORPORATION,
by its authorized signatory:

Patrick Cherak

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.

FORM E**PAGE 2**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**Part 2 – TERMS OF INSTRUMENT**

WHEREAS the Transferee is the registered owner of those certain parcels or tracts of land lying in the City of Fernie, in the Province of British Columbia, and being more particularly described as:

PID: 026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504 (the Dominant Tenement)

AND WHEREAS the Transferor is the registered owner of those certain parcels or tracts of land lying in the City of Fernie, in the Province of British Columbia, and being more particularly described as:

PID: 013-138-804

Parcel A (see 27684I), District Lot 4138 Kootenay District, Except (1) Parcel 1 (Reference Plan 96482I); (2) Plans 13159, 8271, NEP60610, NEP62470, NEP64954; NEP64978; NEP68557, NEP75841, NEP76748 and NEP78504 (the Servient Tenement)

(herein called the “Lands”)

AND WHEREAS the Transferee is desirous of maintaining upon a portion of the Lands certain works to provide a snow storage area, bear-proof garbage containers, a picnic/barbeque area and a turning area for motor vehicles (the “Works”);

AND WHEREAS the Transferor has agreed to grant to the Transferee such rights in respect to the creation and use of the Works on that portion of the Lands as are hereinafter described, which rights are necessary for the operation and maintenance of the Transferee’s undertaking;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Transferee to the Transferor (the receipt of which is by it acknowledged) the Transferor doth grant unto the Transferee all that free right, liberty and authority forthwith to enter upon the Lands hereinafter described, that is to say:

All that part of all and singular those lands of the Transferor shown outlined in heavy black on a Plan of Easement over Part of Parcel A (see 27684I), District Lot 4138 Kootenay District, Except (1) Parcel 1 (Reference Plan 96482I); (2) Plans 13159, 8271, NEP60610, NEP62470, NEP64954; NEP64978; NEP68557, NEP75841, NEP76748 and NEP78504, which plan of Easement was certified correct and completed by Garrett M. L. Winkel, B.C.L.S., on 25 May 2006, a photo-reduced copy of which plan is attached hereto as Schedule “A”, (which parcel is hereinafter referred to as the “Easement Area”)

ASSIGNED PLAN NO.NEP 01070

FORM E

PAGE 3

LAND TITLE ACT
FORM ESCHEDULE

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

together with its servants, agents, workmen, employees and officers, and also together with all necessary vehicles, tools, equipment, and materials that may be requisite and to construct thereon works and installations for the creation of the Works and for that purpose to make such excavations and to lay such materials thereon as may be necessary to provide for such Works.

TOGETHER with the free right, liberty and authority to enter upon the Easement Area to inspect, repair and maintain the works and installations aforesaid, to make all necessary repairs thereto, and to utilize the Easement Area for turning motor vehicles, and for such purposes to enter, pass and repass by members of the public and by the Transferee, its agents, servants, workmen, and motor vehicles together with all necessary equipment, tools, stores, and supplies, upon and over the Easement Area as the case may be.

TO HAVE AND TO HOLD the rights, liberties and authorities unto the Transferee, its successors and assigns forever.

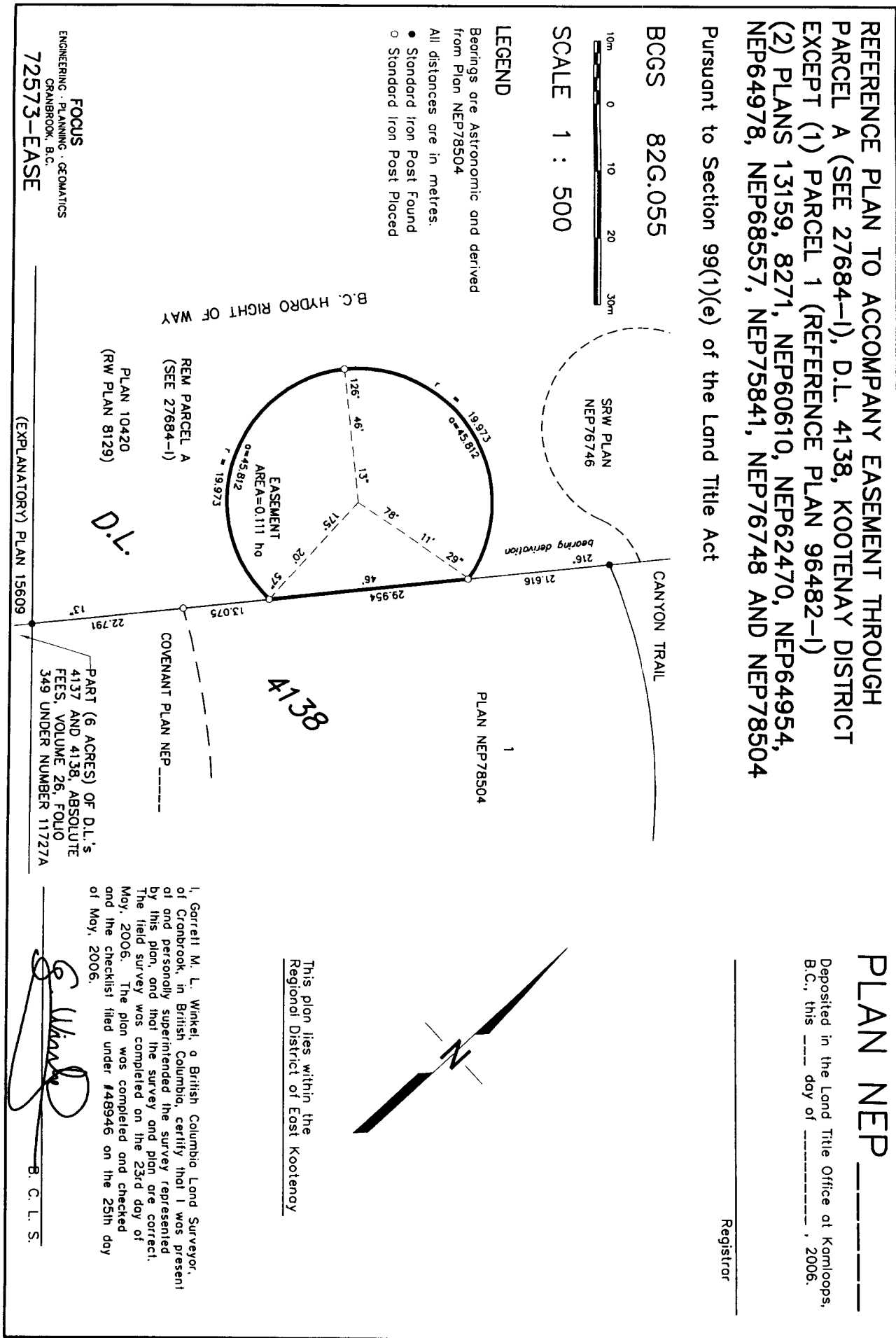
AND THE TRANSFEE DOTH HEREBY COVENANT that it will make good at its sole expense all damage or disturbance which may be caused to the surface of the Lands in relation to or by such installation of such works and in relation to the maintenance, repair and inspection of such works which may be undertaken by the Transferee, its servants, agents or workmen in the exercise of the rights of the these presents granted unto the Transferee.

The Transferor covenants and agrees with the Transferee as follows:

- a) That it will not plant any trees or other growth on the Easement Area that would in time become a blockage of the turning area, or allow anything to be done, which in the opinion of the Transferee, would interfere with the unfettered access to and use of the Works;
- b) That it will not make, place, erect, operate, use or maintain any building, structure, foundation, excavation, well, pile of material, or other obstruction on the Easement Area, without the prior written consent of the Transferee.
- c) The Transferee agrees that the Transferee or its successors in title to the Dominant Tenement shall save harmless and indemnify the Transferor against any liability or costs arising in respect of any injury or damage incurred by the Transferor connected with the use of the Easement Area by the Transferee or any owner from time to time of the Dominant Tenement or any of their servants, employees, workmen, licensees, permittees or invitees, and in respect of damage to vehicles, equipment, or other personal property of any of them incurred in connection with the use of the Easement Area.

~~END OF DOCUMENT~~

SCHEDULE "A"



END OF DOCUMENT.

Land Title Act**FORM 11(a)***(Section 99(1)(e), (j) and (k))***APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, Robert Kuroyama, Agent for Rockies Law Corporation, PO Box 490, 502-3 Ave.,
Ste. 202, Fernie, BC V0B 1M0 the owner of a registered charge

(or agent of 987745 ALBERTA LIMITED(Inc. No. A0065426)
305, 5723 – 10th. Street NE, Calgary, Alberta T2E 8W4

the owner of a registered charge)

apply to deposit Reference Plan To Accompany Easement Through Parcel A
(See 27684-I), D.L. 4138, Kootenay District Except (1) Parcel 1 (Reference Plan 96482-I)
(2) Plans 13159, 8271, NEP60610, NEP62470, NEP64954, NEP64978, NEP68557,
NEP75841, NEP76748 And NEP78504.

I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$54.00.

DATED this 3rd. day of August, 2006.

01 06/08/04 11:26:40 01 KL 942475
S/S/ST PLANS \$54.00

ASSIGNED PLAN NO.

NEP 01070



SIGNATURE

EXHIBIT N

Status: Registered

Doc #: CA5781987

RCVD: 2017-01-24 RQST: 2025-09-03 09.33.52

FORM_C_V21 (Charge)

KAMLOOPS LAND TITLE OFFICE**LAND TITLE ACT
FORM C (Section 233) CHARGE**

Jan-24-2017 09:03:29.001

CA5781987 CA5781988**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 7 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.

Marko Mychajlo
Maryniak
272A5D

Digitally signed by Marko Mychajlo
 Maryniak 272A5D
 DN: c=CA, cn=Marko Mychajlo
 Maryniak 272A5D, o=Lawyer,
 ou=Verify ID at www.iuricert.com/
 LKUP.dfm?id=272A5D
 Date: 2017.01.23 14:52:18 -0700

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

ROCKIES LAW CORPORATION (Client No. 10787)**Barristers & Solicitors****201 - 907 Baker Street****Cranbrook****BC V1C 1A4****T: 250-426-7211 F: 250-426-6100****File: 134385****Reference: Phase 6****Document Fees: \$143.16****Deduct LTSA Fees? Yes ☒**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

026-339-340**LOT 1 DISTRICT LOT 4138 KOOTENAY DISTRICT PLAN NEP78504 EXCEPT
STRATA PLAN NES3590 (PHASES 1 - 6 INCLUSIVE)**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):

0850502 B.C. LTD., INC. NO. BC0850502

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

SEE SCHEDULE

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)

Coreena Birch

Commissioner for Taking Affidavits in British Columbia

Expires: June 30, 2018**#202, 502 - 3rd Avenue, PO Box 490****Fernie, B.C., V0B 1M0****Execution Date****Y M D****17****01****03**

Transferor(s) Signature(s)

**0850502 B.C. Ltd. by its authorized
signatory(ies):****Alex Hamilton**

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.

EXHIBIT N

Status: Registered

Doc #: CA5781987

RCVD: 2017-01-24 RQST: 2025-09-03 09.33.52

FORM_D1_V21

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 7 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Graeme R. Nunn

Barrister & Solicitor

502 - 3rd Avenue, Ste. 202

PO Box 490

Ferne, B.C., V0B 1M0

Y	M	D
16	12	20

The Owners, Strata Plan NES3590 by
its authorized signatory(ies):_____
Print Name: Louell Uy_____
Print Name: Joseph Wijnands**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.

EXHIBIT N

Status: Registered

Doc #: CA5781987

RCVD: 2017-01-24 RQST: 2025-09-03 09.33.52

FORM_E_V21

LAND TITLE ACT FORM E

SCHEDULE

PAGE 3 OF 7 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

Dominant Land:

The Owners of Strata Lots 1 to 17, Strata Plan
NES3590 as owners of the Common Property of
Strata Plan NES3590

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

S.219 Covenant

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

EXHIBIT N

Status: Registered

Doc #: CA5781987

RCVD: 2017-01-24 RQST: 2025-09-03 09.33.52

FORM_E_V21

LAND TITLE ACT FORM E

SCHEDULE

PAGE 4 OF 7 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.

6. TRANSFEREE(S):

As to Easement:

The Registered Owners of Strata Lots 1 to 17, Strata Plan NES3590

As to S. 219 Covenant:

The Corporation of the City of Fernie, 501 - 3rd Avenue, PO Box 190, Fernie, B.C., V0B 1M0

PART 2 – TERMS OF INSTRUMENT**BETWEEN:**

0850502 B.C. Ltd., Inc. No. BC0850502

(hereinafter called the “Transferor”)
(of the First Part)

AND

The Registered Owners of Strata Lots 1 – 17 Strata Plan NES3590

(hereinafter called the “Transferee”)
(of the Second Part)

AND

The Corporation of the City of Fernie
501 - 3RD AVENUE, PO BOX 190
Fernie, B.C., V0B 1M0

(the “City”)

WHEREAS the Transferor is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and being more particularly known and described as:

PID: 026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504 Except Strata Plan NES3590 (Phases 1 – 6 Inclusive) (the “Servient Tenement”)

AND WHEREAS the Transferee is the registered owner of all and singular of that certain parcel of land situate, lying and being in the City of Fernie, in the Province of British Columbia, and being more particularly known and described as:

NO PID NUMBER

The Common Property, Strata Plan NES3590 (the “Dominant Tenement”)

(herein called the “Lands”)

AND WHEREAS the Transferor has agreed to grant an Easement to the Transferee over the Servient Tenement for the purpose of maintaining a water line and sewer line within the Servient Tenement.

NOW THEREFORE WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged, the Transferor DOES HEREBY GRANT AND CONVEY to the Transferee, its heirs, executors, administrators, successors and assigns, an easement for the benefit of the Dominant Tenement over the Servient Tenement for the purposes set out below.

1. The Transferor, for so long as the Transferee continues to use and maintain a waterline and sewer line in the Servient Tenement, hereby grants to the Transferee, for the benefit of the Dominant Tenement:

- (a) The right to enter and pass over, and to maintain, inspect, alter and repair a waterline and sewer line (the "Works") upon and within the Servient Tenement as such Works are in existence at the time of registration of this easement.

2. The Transferor hereby covenants with the Transferee:

- (a) Not to make, place, erect, or maintain any buildings, structures, foundations, or to plant any growth upon the Servient Tenement, which might interfere with or endanger the excavation or installation, operation, maintenance, removal or replacement of the works or any part thereof or which might obstruct access by the Transferee's servants, employees, workmen, licensees, permittees, or invitees, to the Works or any part thereof;

- (b) From time to time upon every reasonable request to do so, execute or cause to be made, done or executed all such further and lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever that may be required for the better assuring unto the Transferee of the rights, liberties and easement hereby granted.

3. The Transferee hereby covenants with the Transferor:

- (a) That the Transferee will perform all operations which are hereby authorised within, upon or under the Servient Tenement expeditiously and in the proper and workmanlike manner in accordance with good engineering practices and in particular, without limiting the generality of the foregoing it will:

- (i) properly restore the surface of the ground disturbed by any operation by or for it hereunder, including replacement of any pavement or topsoil thereon and removing therefrom all equipment, supplies and debris;

- (ii) properly restore all fences, gates, drainage ditches, roadways or other improvements or facilities owned by the Transferor, disturbed by any operation performed by or for the Transferee hereunder;

provided that the cost of the above mentioned operations shall be apportioned between the Transferor and the Transferee according to the relative benefit of such operation for each and provided further that should the cause of any breakdown, blockage, leak, or otherwise be attributable to the Transferor or Transferee respectively in any proportion, then the cost of such operation shall be appropriately attributed.

4. It is hereby understood, agreed, and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land, and that none of the covenants herein contained shall be personal or binding upon the parties hereto, so that no part of the fee of the soil of the Servient Tenement shall pass or be vested in the Transferee under or by these presents that the Transferor may fully use and enjoy the lands subject only to the rights and restrictions herein provided.
5. The expressions "Transferor" and "Transferee" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits.
6. Where the expressions "Transferor" or "Transferee" includes more than one person, all covenants herein on the part of the Transferor or Transferee shall be construed as being several as well as joint.
7. Wherever the singular and masculine are used throughout this agreement the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.
8. The Transferee hereby covenants and agrees with the Transferor that notwithstanding that this is a blanket easement, the Transferee's use of the Easement shall be restricted to the location of the Works which are in existence as of the date of the registration of this Easement, and such area adjacent to the Works as may be reasonably necessary in order to fulfil the purposes of this Easement.
9. For value received, the Transferor hereby covenants and agrees with the City pursuant to Section 219 of the Land Title Act that it shall not, nor shall it permit the Transferee to use the Lands in any manner inconsistent with the terms of the within Easement including but not limited to those uses prohibited by Section 2 hereof, and Transferee and Transferor further agree not to release, discharge, or modify the within Easement in any way except with the prior written approval of the City, which approval may be withheld in the discretion of the City acting reasonably.

END OF DOCUMENT



1. Application

Document Fees: \$165.04

JONES EMERY LLP
1212 - 1175 DOUGLAS ST.
Victoria BC V8W 2E1
250.382.7222

File: 26-00227

2. Description of Land

PID/Plan Number	Legal Description
EPS12119	THE COMMON PROPERTY, STRATA PLAN EPS12119 (PHASE 1)
031-413-471	LOT A DISTRICT LOT 4138 KOOTENAY DISTRICT PLAN EPP111603 EXCEPT STRATA PLAN EPS12119 (PHASE 1)

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Over the Common Property, Strata Plan EPS12119 (Phase 1) Dominant Tenement: PID: 031-413-471 Lot A District Lot 4238 Kootenay District Plan EPP111603, except Strata Plan EPS12119 (Phase 1) (see paragraph 1.1)
EASEMENT		Over Lot A District Lot 4138 Kootenay District Plan EPP111603 except Strata Plan EPS12119 (Phase 1) Dominant Tenement: NO PID: The Common Property, Strata Plan EPS12119 (Phase 1) Strata Lots 1-3, Strata Plan EPS12119 (see paragraph 1.2)

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE OWNERS, STRATA PLAN EPS12119
0850502 B.C. LTD., NO.BC0850502

6. Transferee(s)

0850502 B.C. LTD.
29 ALPINE TRAIL
FERNIE BC V0B 1M5

BC0580502



EXHIBIT O

THE OWNERS, STRATA PLAN EPS12119
29 ALPINE TRAIL
FERNIE BC V0B 1M5

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

JAMES ASHFORD, J.D.
Barrister & Solicitor
Box 490, 202-502 Third Avenue
Ferne BC V0B 1M0

YYYY-MM-DD

2026-02-10

**THE OWNERS, STRATA PLAN
EPS12119**
By their Authorized Signatory

Alex F. Hamilton

250-423-4446
WITNESSED AS TO EXECUTION ONLY
NO LEGAL ADVICE GIVEN OR SOUGHT

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

JAMES ASHFORD, J.D.
Barrister & Solicitor
Box 490, 202-502 Third Avenue
Ferne BC V0B 1M0

YYYY-MM-DD

2026-02-10

0850502 B.C. LTD.
By their Authorized Signatory

Alex F. Hamilton

250-423-4446
WITNESSED AS TO EXECUTION ONLY
NO LEGAL ADVICE GIVEN OR SOUGHT

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.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, 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.

**Francesco David
Silletta 9DWTVT**

**Digitally signed by
Francesco David Silletta
9DWTVT
Date: 2026-02-24
15:07:55 -08:00**

EXHIBIT O

TERMS OF INSTRUMENT - PART 2

PHASED STRATA PLAN RECIPROCAL EASEMENTS

BETWEEN:

THE OWNERS, STRATA PLAN EPS12119

(the "Strata Corporation")

AND:

0850502 B.C. Ltd.

(the "Developer")

WHEREAS:

- A. The Strata Corporation is responsible for the control, management and administration of the common property of a phased strata development (the "Development") located in Fernie, British Columbia, which common property is legally described as:

NO PID: The Common Property of Strata Plan EPS12119 (Phase 1)

(the "Common Property");

- B. The Developer is the registered owner of the lands and premises located in Fernie, British Columbia which will comprise the remaining phases of the Development upon deposit of the strata plan for each of Phase of the Development in the Land Title Office, and which is presently legally described as:

PID: 031-413-471

Lot A, District Lot 4238, Kootenay District Plan EPP111603, except Strata Plan EPS12119 (Phase 1)

(the "Remainder Parcel");

- C. A Certificate of Strata Corporation as to the resolution directing the Strata Corporation to grant the within easement burdening the Common Property in Form E under the *Strata Property Act* (British Columbia) is attached as **Schedule A**.

NOW THEREFORE in consideration of these premises and for good and valuable consideration (\$1.00), the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

EXHIBIT O

ARTICLE 1 GRANTS OF EASEMENTS

1.1 Easements for the Developer.

Subject to the terms and conditions set out in this Agreement, the Strata Corporation hereby grants, transfers and conveys to the Developer, for the benefit of and to be appurtenant to the Remainder Parcel, the non-exclusive, full, free and uninterrupted licence, liberty, privilege, easement and right of way for the Developer, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, permittees and invitees, at all times and from time to time, to:

- (a) enter upon, go across, pass over and repass over, within, upon and along any paved or unpaved roadways within the Common Property, with or without vehicles, laden or unladen, for the purpose of obtaining reasonable access to and egress from the Remainder Parcel;
- (b) enter upon, encroach on, go across, pass over and repass over and park thereon, within, upon and along the Common Property, with or without vehicles, machinery and equipment as is reasonably necessary for the purposes of constructing and installing improvements on the Remainder Parcel (the “Remainder Improvements”), including, without limitation:
 - (i) the encroachment of any Remainder Improvements onto the Common Property, provided such encroachment does not unreasonably interfere with the use of the Common Property;
 - (ii) obstructing access from the Common Property to the works and improvements constructed by the Developer on and in respect of the Remainder Parcel;
 - (iii) temporarily storing construction equipment and materials, and erecting and maintaining temporary construction trailers, sheds and fences and other temporary construction structures and facilities;
 - (iv) altering, removing, repairing and replacing existing landscaping and other works and improvements within the Common Property, provided that following the construction of the Remainder Improvements the Developer will restore such landscaping and other works and improvements to their previous condition; and
 - (v) temporarily interrupting vehicular and pedestrian access through portions of the Common Property during the course of construction, provided that the Developer will at all times maintain reasonable vehicular and pedestrian access through the Common Property;
- (c) enter over, on, in and under the Common Property, with or without vehicles, and conduct surveys, studies, tests and examinations, dig up, remove and replace soil, and construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves and similar equipment, or any of them, together with all ancillary attachments and fittings (collectively called the “Developer Works”), for the

EXHIBIT O

purpose of conveying, draining, containing, protecting, metering or disposing of water, gas, sewage, liquid waste, natural gas, electrical energy, fibre optics, communication services or any other utility services or any of them, and to bring onto the Common Property all materials and equipment the Developer requires or desires for any of the foregoing purposes, and to clear the Common Property and keep it clear of anything which in the reasonable opinion of the Developer constitutes or may constitute an obstruction to the use of the Developer Works; and

- (d) enter upon, go across, pass over and repass over, within, upon and along the Common Property, with or without vehicles, for the purpose of carrying out, for such period as the Developer determines to be necessary or desirable in connection with the marketing or leasing of the Development, marketing, sales and leasing activities within the Common Property and any strata lots owned or leased by the Developer, including showing amenity areas, maintaining display suites and other display areas, using parking areas and displaying signage, provided that the Developer will act reasonably in exercising such rights and use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property,

and in each case to do all other acts and things which in the reasonable opinion of the Developer are necessary or incidental to any of the foregoing. Without limiting the generality of any of the foregoing, the Strata Corporation acknowledges and agrees that the construction of the Remainder Improvements and the Developer Works will involve certain levels of construction noise and the Strata Corporation hereby consents to such noise, provided that it is in compliance with all applicable municipal bylaws.

1.2 Easements for the Strata Corporation.

Subject to the terms and conditions set out in this Agreement, the Developer hereby grants, transfers and conveys to the Strata Corporation, for the benefit of and to be appurtenant to the Common Property, the non-exclusive, full, free and uninterrupted licence, liberty, privilege, easement and right of way for the Strata Corporation, its successors and assigns and their respective contractors, subcontractors, employees, agents, servants, permittees and invitees, at all times and from time to time, to:

- (a) enter upon, go across, pass over and repass over, within, upon and along any paved or unpaved roadways within the Remainder Parcel, with or without vehicles, laden or unladen, for the purpose of obtaining reasonable access to and egress from the Common Property;
- (b) enter upon, encroach on, go across, pass over and repass over, within, upon and along the Remainder Parcel, with or without vehicles, machinery and equipment as is reasonably necessary for the purposes of constructing and installing improvements on the Common Property (the "**Common Property Improvements**"), including, without limitation:
 - (i) the encroachment of any Common Property Improvements onto the Remainder Parcel, provided such encroachment does not unreasonably interfere with the use of the Remainder Parcel;

EXHIBIT O

- (ii) obstructing access from the Remainder Parcel to the works and improvements constructed by the Strata Corporation on and in respect of the Common Property;
 - (iii) temporarily storing construction equipment and materials, and erecting and maintaining temporary construction trailers, sheds and fences and other temporary construction structures and facilities;
 - (iv) altering, removing, repairing and replacing existing landscaping and other works and improvements within the Remainder Parcel, provided that following the construction of the Common Property Improvements the Strata Corporation will restore such landscaping and other works and improvements to their previous condition; and
 - (v) temporarily interrupting vehicular and pedestrian access through portions of the Remainder Parcel during the course of construction, provided that the Strata Corporation will at all times maintain reasonable vehicular and pedestrian access through the Remainder Parcel;
- (c) enter over, on, in and under the Remainder Parcel, with or without vehicles, and conduct surveys, studies, tests and examinations, dig up, remove and replace soil, and construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves and similar equipment, or any of them, together with all ancillary attachments and fittings (collectively called the “**Strata Corporation Works**”), for the purpose of conveying, draining, containing, protecting, metering or disposing of water, gas, sewage, liquid waste, natural gas, electrical energy, fibre optics, communication services or any other utility services or any of them, and to bring onto the Remainder Parcel all materials and equipment the Strata Corporation requires or desires for any of the foregoing purposes, and to clear the Remainder Parcel and keep it clear of anything which in the reasonable opinion of the Strata Corporation constitutes or may constitute an obstruction to the use of the Strata Corporation Works,

and in each case to do all other acts and things which in the reasonable opinion of the Strata Corporation are necessary or incidental to any of the foregoing. Without limiting the generality of any of the foregoing, the Developer acknowledges and agrees that the construction of the Common Property Improvements and the Strata Corporation Works will involve certain levels of construction noise and the Developer hereby consents to such noise, provided that it is in compliance with all applicable municipal bylaws.

1.3 Covenants of the Developer re Easements.

The Developer will:

- (a) indemnify and save harmless the Strata Corporation in respect of any action, cause of action, suit, claim, loss, cost, damage or demand of any kind or nature whatsoever, at law or in equity, arising out of the exercise by the Developer or its contractors, subcontractors, employees, agents, servants, permittees and invitees of their rights under this Agreement by reason of or with respect to any injury to or death of any person or any damage to or loss of property suffered by the Strata Corporation or any other

EXHIBIT O

person, except to the extent it is caused by the negligence or willful misconduct of the Strata Corporation or any person for whose conduct the Strata Corporation is responsible;

- (b) exercise its rights and carry out its duties or obligations hereunder in a reasonable manner, construct and maintain any works constructed or maintained by it in a good and workmanlike manner and use reasonable efforts not to interfere with the reasonable use of the Common Property or the construction or maintenance of any Common Property Improvements or Strata Corporation Works;
- (c) use reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Common Property;
- (d) exercise the utmost care not to damage the Common Property and if the Developer should cause any such damage, restore such damage to the Common Property to as close to the pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Developer reasonably deems restoration to be impractical, reimburse the Strata Corporation for all damage the Developer has caused but not repaired;
- (e) promptly clean up any rubbish or debris of any kind deposited by the Developer or its contractors, subcontractors, employees, agents, servants, permittees and invitees on the Common Property; and
- (f) not do, and not permit its contractors, subcontractors, employees, agents, servants, permittees and invitees to do, any act or thing which in the reasonable opinion of the Strata Corporation would materially adversely interfere with, injure or impair the operating efficiency, use or enjoyment of the Common Property, or obstruct access to the Common Property.

1.4 Covenants of the Strata Corporation re Easements.

The Strata Corporation will:

- (a) indemnify and save harmless the Developer in respect of any action, cause of action, suit, claim, loss, cost, damage or demand of any kind or nature whatsoever, at law or in equity, arising out of the exercise by the Strata Corporation or its contractors, subcontractors, employees, agents, servants, permittees and invitees of their rights under this Agreement by reason of or with respect to any injury to or death of any person or any damage to or loss of property suffered by the Developer or any other person, except to the extent it is caused by the negligence or willful misconduct of the Developer or any person for whose conduct the Developer is responsible;
- (b) exercise its rights and carry out its duties or obligations hereunder in a reasonable manner, construct and maintain any works constructed or maintained by it in a good and workmanlike manner and use reasonable efforts not to interfere with the reasonable use of the Remainder Parcel or the construction or maintenance of any Remainder Improvements or Developer Works;
- (c) use reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Remainder Parcel;

EXHIBIT O

- (d) exercise the utmost care not to damage the Remainder Parcel and if the Strata Corporation should cause any such damage, restore such damage to the Remainder Parcel to as close to the pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Strata Corporation reasonably deems restoration to be impractical, reimburse the Developer for all damage the Strata Corporation has caused but not repaired;
- (e) promptly clean up any rubbish or debris of any kind deposited by the Strata Corporation or its contractors, subcontractors, employees, agents, servants, permittees and invitees on the Remainder Parcel; and
- (f) not do, and not permit its contractors, subcontractors, employees, agents, servants, permittees and invitees to do, any act or thing which in the reasonable opinion of the Developer would materially adversely interfere with, injure or impair the operating efficiency, use or enjoyment of the Remainder Parcel, or obstruct access to the Remainder Parcel.

ARTICLE 2

EXPANSION, CONTRACTION AND TERMINATION

2.1 Expansion and Contraction.

The Strata Corporation and the Developer agree that upon the deposit in the Land Title Office of each subsequent phase of the Development:

- (a) the servient tenement of the easement granted pursuant to section 1.1 herein will automatically expand to include the common property of the strata plan for each successive phase and the dominant tenement of those easements will thereupon cease to include the common property of the strata plan for each successive phase; and
- (b) the servient tenement of the easement granted pursuant to section 1.2 herein will automatically contract to exclude the common property of the strata plan for each successive phase and the dominant tenement of those easements will expand to include the common property of the strata plan for each successive phase,

and the Strata Corporation and the Developer agree to execute all such further and other agreements, documents and instruments and to perform such further and other acts and things as may be required by the Strata Corporation and the Developer in order to effect such expansion and contraction.

2.2 Termination.

- (a) This Agreement, including the easements and the covenants granted herein, will automatically terminate upon the deposit of the final phase of the strata plan for the Development in the Land Title Office.
- (b) If required by the Land Title Office, the parties will each, promptly upon the request of the other, execute and deliver any document or instrument and perform any act or thing reasonably necessary to have any termination contemplated in section 2.2(a) reflected in the records of the Land Title Office, but execution, delivery and registration thereof shall

EXHIBIT O

not be necessary to effect such termination which shall occur automatically. Any termination of this Agreement or any portion hereof will be without prejudice to any rights, duties or obligations arising prior to such termination.

ARTICLE 3 MISCELLANEOUS

3.1. Run with the Land.

This Agreement will be construed as running with and being a burden upon the Common Property and the Remainder Parcel, respectively, but no part of the fee of the soil thereof will pass to or be vested in the Developer or the Strata Corporation under or by this Agreement and if the Common Property or the Remainder Parcel is subdivided then the easements herein granted will continue to run with and bind each subdivided parcel thereof. This Agreement will be for the benefit of the Common Property and the Remainder Parcel and every parcel into which the Common Property or the Remainder Parcel may be subdivided, by strata plan or otherwise, and the parties hereby acknowledge and agree that the Common Property and the Remainder Parcel may be so subdivided and that this Agreement will remain in full force and effect.

3.2. Covenants Personal.

The covenants of the Strata Corporation and the Developer contained herein will be personal and binding upon the Strata Corporation and the Developer only during their respective ownership of any interest in the Common Property and the Remainder Parcel, respectively, but the Common Property and the Remainder Parcel will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Strata Corporation or the Developer in the Common Property or the Remainder Parcel, the Strata Corporation or the Developer, as the case may be, will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and performed in respect of the Common Property or the Remainder Parcel, as the case may be, from the time of such transfer.

3.3. Notices.

Any notice or communication which may be given to any party hereto pursuant to this Agreement will be in writing, and will be delivered or sent by registered mail and addressed to the intended recipient. The time of receiving any such notice or communication will be deemed to be the day of delivery, if delivered, or on the fifth business day after the date of mailing thereof, if sent by registered mail, except that in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication will be delivered by hand.

3.4. Reasonable.

The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.

EXHIBIT O

3.5. General Provisions.

- (a) Time is of the essence of this Agreement.
- (b) Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- (c) Nothing in this Agreement will be interpreted so as to restrict or prevent the Strata Corporation and the Developer from using the Common Property and the Remainder Parcel, respectively, in any manner which does not unreasonably interfere with the exercise by the Developer and the Strata Corporation, respectively, of the easements hereby granted.
- (d) In this Agreement, the use of separate parts and headings is for the convenience of reference only and will not affect how this Agreement is interpreted.
- (e) The parties hereto will forthwith do or cause to be done all acts or things necessary to give proper effect to the intention of this Agreement, including to secure priority of registration and interest for this Agreement and the easements it creates over all registered and pending charges and encumbrances of a financial nature against title to the Common Property and the Remainder Parcel.
- (f) This Agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- (g) The provisions hereof are severable and if any of them is found to be void or unenforceable at law, the remaining provisions hereof will not be affected thereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Land Title Act Form C attached hereto and forming part of this Agreement.

EXHIBIT O

Strata Property Act

FORM E

CERTIFICATE OF STRATA CORPORATION

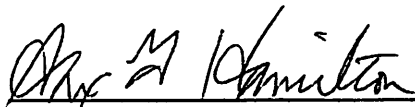
(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

Complete and file only the applicable form of certificate.

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266 OF THE ACT OR SECTION 17.20 OF THE REGULATION

The Owners, Strata Plan Strata Plan EPS12119 certify that a resolution referred to in section 80(2) of the *Strata Property Act* was passed by a $\frac{3}{4}$ vote at an annual or special meeting held on _____, 2026 and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the *Strata Property Regulation*, and the instrument conforms to the resolution.



Authorized Signatory of 0850502 B.C. Ltd.

the owner developer and sole member of the Strata Corporation



I, Renee Leveille, Land Title Agent on behalf of the applicant, declare that:

1) Relating to PID: 031-413-471 (Lot A Plan EPP111603), the correct district lot number in the Form C, Item #3 Additional Information and Page 1 of the Terms is "4138".

2) See attached signed and dated Strata Property Act Form E Certificate.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to electronically sign this application by an e-filing direction made under section 168.22 (2) of the *Land Title Act*, RSBC 1996, c 250, and that

- (a) if this application requires a supporting document, you are authorized to certify this application under section 168.4 of the Act, that you certify this application under section 168.43 (3) of the Act, and that the supporting document, or a true copy of the supporting document if a true copy is allowed under an e-filing direction, is in your possession, or
- (b) if the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the Act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Thomas Smythe
McLachlan S69VEN**

Digitally signed by
Thomas Smythe
McLachlan S69VEN
Date: 2026-03-10
15:14:01 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

EXHIBIT O

Strata Property Act

FORM E

CERTIFICATE OF STRATA CORPORATION

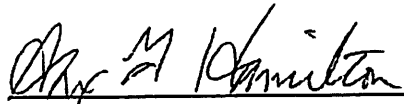
(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

Complete and file only the applicable form of certificate.

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266 OF THE ACT OR SECTION 17.20 OF THE REGULATION

The Owners, Strata Plan Strata Plan EPS12119 certify that a resolution referred to in section 80(2) of the *Strata Property Act* was passed by a $\frac{3}{4}$ vote an annual or special meeting held on February 24, 2026 and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the *Strata Property Regulation*, and the instrument conforms to the resolution.



Authorized Signatory of 0850502 B.C. Ltd.
the owner developer and sole member of the Strata Corporation

22/18/13 LB0264728

-9 DEC 2008 12 22

LB0264727

Page 1 of 8

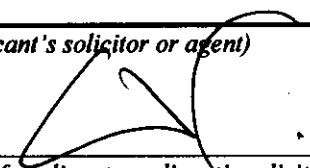
**LAND TITLE ACT
FORM C**

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office Use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Marko Maryniak, Solicitor, Rockies Law Corporation
P.O. Box 490, Fernie, BC V0B 1M0 / Tel: 250-423-4446
Client No. 10808 File 16901

signature of applicant, applicant's solicitor or agent
2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)
026-339-340 LOT 1 DISTRICT LOT 4138 KOOTENAY DISTRICT PLAN NEP78504
Except Strata Plan NES 003590 (Phases 1 & 2)
3. NATURE OF INTEREST:
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select only one)
(a) Filed Standard Charge Terms ☐ D.F. No. RB 08/12/09 12:25:02 01 KL 071983
(b) Express Charge Terms ☒ Annexed as Part 2 CHARGE \$132.30
(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.

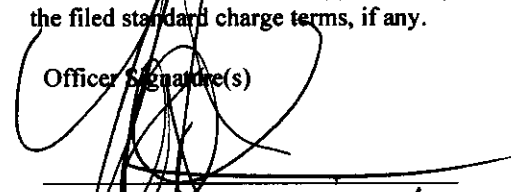
5. TRANSFEROR(S):*
987745 ALBERTA LIMITED, (Inc. No. A0065426) (S. 219 Covenant) and CANADIAN WESTERN BANK (Priority Agreement)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))
THE CORPORATION OF THE CITY OF FERNIE
501 3rd Avenue, P.O. Box 190, Fernie, BC V0B 1M0

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)


ROBIN S JOHNSON / LAWYER
 SUITE 245, 708 11th AVENUE SW
 CALGARY, ALBERTA, CANADA
 T2R 0E4

(as to both signatures)

Execution Date

Y	M	D
08	11	25

Party(ies) Signature(s)

987745 ALBERTA LIMITED, by its
authorised signatories.

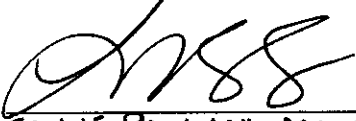
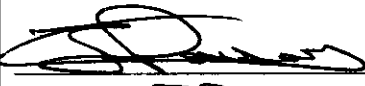
Print Name: James Harding

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 that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

 SUBMITTED BY
 KERSHAW KUROYAMA

LAND TITLE ACT**FORM D****EXECUTIONS CONTINUED**

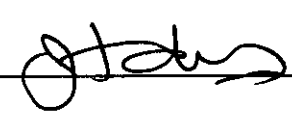
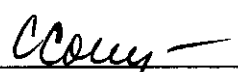
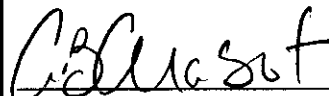
Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 LEANNE RASHOVICH, ACCOUNT MGR *300,5222 130th Ave SE CALGARY, AB T22 3Y8 A Commissioner for Oaths in and For the Province of Alberta Leanne Michelle Rashovich My Appointment Expires October 4, 20 <u>09</u>	08	11	25	CANADIAN WESTERN BANK by its authorised signatories:  Print Name: F. PARSONS Fredric Parsons  Print Name: J. NEUBAUER Jay Neubauer

(as to both 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

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 Jim Hendricks Deputy Clerk/Treasurer Box 190, 501 - 3rd Ave. Ferne, B.C. V0B 1M0 A Commissioner for taking affidavits for British Columbia (as to both signatures)	08	12	03	THE CORPORATION OF THE CITY OF FERNIE by its authorised signatories:  Print Name: Cindy Corrigan  Print Name: Allen Chabot

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**

3.	NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
	Section 219 Covenant	Entire Document	Transferee
	Priority Agreement	Pages 6 & 7	Transferee

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated the ____ day of _____, 2008.

BETWEEN:

987745 ALBERTA LIMITED, (Inc. No. A0065426)
(the "Covenantor")

AND:

THE CORPORATION OF THE CITY OF FERNIE
(the "City")

WHEREAS:

A. The Covenantor is the registered owner in fee simple of that certain parcel or tract of land and premises, situate, lying and being in the City of Fernie, Province of British Columbia, and more particularly known and described in Item 2 of page 1 in the Form C (the "Lands");

B. Section 219 of the *Land Title Act* R.S.B.C. 1996, C. 250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;

C. The Covenantor desires to grant this Covenant to restrict the use of the Lands;

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged,

1. The Covenantor covenants and agrees with the City that:

- (a) No portion of the Lands which is a vehicular access way shall have parked or stored on it at any time a motor vehicle, boat, recreational vehicle, trailer or any part thereof;
- (b) No portion of the Lands which is a vehicular access way shall have snow stored or accumulated upon it such as would interfere with the exercise of the City's rights hereunder;
- (c) The City, and any other governmental or other agency providing emergency services, may access and enter the Lands at all times, by day or by night, by foot or motorized vehicles for emergency purposes, including, but not limited to, fire, ambulance and police services and the

Covenantor shall ensure such access to the City and any other governmental or other agency providing emergency services at all times; and

- (d) The Covenantor shall post clearly visible signs, and keep such signs unobstructed, indicating that no parking is permitted on that portion of the Lands which is a vehicular access way.

2. This Covenant is granted voluntarily by the Covenantor to the City pursuant to Section 219 of the *Land Title Act* of the Province of British Columbia. This covenant shall run with the Lands and the Covenantor's responsibilities under this Covenant shall cease on transfer of the lands concerned to a purchaser.

3. (1) The Covenantor hereby releases, indemnifies and saves the City harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant, including:

- (a) any matter arising out of any breach of a provision of this Covenant or any steps taken or not taken by the City to enforce this Covenant upon a breach by the Covenantor or any actions taken to obtain redress in respect of any such breach, including, but not limited to, any inability or failure of the City to access the Lands for emergency purposes; and
- (b) any injury to persons, including bodily injury or death, or any damage to or arising from a loss of property on or about the Lands arising or related to any inability or failure of the City to access the Lands for emergency purposes;

(2) The indemnity in Subsection (1) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the City's bylaws or any one of them or with any provision of this Covenant.

4. No finding of negligence, whether joint or several, as against the City in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the City, whether such liability arises under this Covenant, under the provisions of the *Local Government Act* as amended from time to time or otherwise.

5. The Covenantor releases the City from all manner of claims of any kind, whether known or unknown, which the Covenantor now has, or at any time may have, however caused, arising out of or in any way connected with the City accessing or failing to access the Lands for emergency purposes.

6. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.

7. The Covenantor shall, forthwith after execution hereof by it, do or cause to be done all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and shall deliver to the City two copies of this covenant in a form that is acceptable for registration against title to the Lands in the Kamloops Land Title Office. All costs of registration shall be borne by the Covenantor.

8. Notwithstanding anything contained herein, neither the Covenantor nor any future owner of the Lands or any portion thereof shall be liable for any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor or any future owner respectively ceases to have any further interest in the Land.

9. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

10. Every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party.

11. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, NOTWITHSTANDING any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Form C attached hereto.

CONSENT TO PRIORITY

1. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and Assignment of Rents Number CA119658 and CA119659, registered in the Kamloops/Nelson Land Title Office on 20 September 2005 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

2. In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the CANADIAN WESTERN BANK, the receipt and sufficiency whereof is hereby acknowledged, the CANADIAN WESTERN BANK hereby grants to the Transferee priority over Mortgage and

Page 8 of 8

Assignment of Rents Number LA108707 and LA108708 registered in the Kamloops/Nelson Land Title Office on 4 August 2006 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

END OF DOCUMENT

13 JUL 2005 11 16

KX092020

C-64.75
C-64.75
M
PA

KX092021

LAND TITLE ACT
FORM C
(Section 219.81)01 05/07/13 11:20:53 01 KL 847144
CHARGE \$129.50Province of
British Columbia**GENERAL INSTRUMENT**

(This area for Land Title Office use)

Page 1 of 4 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Cook Roberts, Barristers and Solicitors
7th Floor - 1175 Douglas Street, Victoria, B.C., V8W 2E1
(250) 385-1411 File No. 66159 East Kootenay RSA/os Per: Linda R. Boorman

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
(PID) (LEGAL DESCRIPTION)

No PID

Lot 1, District Lot 4138, Kootenay District, Plan NEP

78504

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Covenant
Priority Agreement granting
Covenant herein
priority over Mortgage KM54948
as modified by KV1605

Pages 3 and 4

City of Fernie

Page 4

Transferee

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

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

☐

D.F. No.

☒

Annexed as Part 2

☐

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)(GRANTOR):

EAST KOOTENAY LAND CORPORATION (Reg. No. A-45602), #550 - 815 8th Avenue S.W., Calgary, AB
T2P 3P2, and **ROYAL BANK OF CANADA**

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

CITY OF FERNIE, 501 - 3rd Avenue, Fernie, BC V0B 1M0

7. ADDITIONAL OR MODIFIED TERMS:
N/A

GENERAL INSTRUMENT - PART 1

Page 2

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's Signature(s)

Execution Date

Transferor(s) Signature(s)

Varzari
(signature)

Jennifer K. Varzari
(print name of officer)

A Commissioner for Oaths/
(print type of Officer) Notary Public
(solicitor/notary/commissioner)
in and for the Province of Alberta
1400, 350, 7th Ave. S.W. Calgary, AB T2P 3N9

Y	M	D
05	07	06

EAST KOOTENAY LAND CORPORATION
by its authorized signatory

Patrick V. Chens K
(type name of signatory)

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.

Officer's Signature(s)

Execution Date

Party(ies) Signature(s)

Varzari
(signature)

Jennifer K. Varzari
(print name of officer)

A Commissioner for Oaths/
(print type of Officer) Notary Public
(solicitor/notary/commissioner)

in and for the Province of Alberta 1400, 350-7th Ave S.W. Calgary, AB T2P 3N9

Y	M	D
05	07	06

ROYAL BANK OF CANADA
by its authorized signatories:

Robin Forsyth
ACLOUT MATHALER
W.L. (WENDY) GREEN
MANAGER

(type name of signatories)
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.

PAGE 3

FORM C - GENERAL INSTRUMENT - PART 2

A. The Grantor is the registered owner of an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being the City of Fernie, in the Province of British Columbia and being more particularly known and described as:

No PID #

Lot 1

District Lot 4138

Kootenay District

Plan NEP 78504

(hereinafter called the "Land")

AND WHEREAS the Grantee, as a condition to granting its approval to a subdivision necessary to create the Land as a separate parcel, has requested the Grantor to enter into a Covenant on the terms and conditions hereinafter contained, pursuant to Section 219 of the Land Title Act, R.S.B.C. 1996 and amendments thereto.

NOW THEREFORE WITNESSETH that in consideration of these presents and the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration now paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree as follows:

1. That the Grantor covenants and agrees with the Grantee that no building shall be constructed, no structure shall be erected and no mobile home shall be located on the Land unless a site specific design for the safe treatment (including any required restoration or remediation) of the stability of the sloping portion of the Land has been developed by a Geotechnical Engineer and approved in writing by the Grantee.

2. That the restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual and shall be registered in the Kamloops Land Title Office pursuant to Section 219 of the Land Title Act as covenants in favour of the Grantee.

PAGE 4

3. The restrictions and covenants herein contained shall not be cancellable without the written permission of the Grantee.
4. This covenant shall have priority over all financial charges.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the ROYAL BANK OF CANADA, the receipt and sufficiency whereof is hereby acknowledged, the ROYAL BANK OF CANADA hereby grants to the Transferee priority over mortgage number KM54948, registered in the Kamloops Land Title Office on June 10, 1998 as modified by modification of mortgage agreement KV1605, registered in the Kamloops Land Title Office on January 7th, 2003 (the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interest of the Transferee herein shall rank ahead of the Mortgage as though this Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

END OF DOCUMENT

SUBMITTED BY
KERSHAW KUROYAMA

FILE ACT

-4 AUG 2006 11 08

LA108464

219.81)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use) Page 1 of 7 pages

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

Paula Symington-Jones, agent for Rockies Law Corporation
 P.O. Box 490, Fernie, BC V0B 1M0
 Telephone (250) 423 4446 Client No. 10808 File No. 16139



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

PID LEGAL
 026-339-340 Lot 1 District Lot 4138 Kootenay District Plan NEP78504

3. NATURE OF INTEREST:*

DESCRIPTION

Covenant

Section 219 Land Title Act

DOCUMENT REFERENCE

Entire Instrument

PERSON ENTITLED TO INTEREST

Transferee

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):*

987745 ALBERTA LIMITED (Inc. No. A0065426)

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

THE CORPORATION OF THE CITY OF FERNIE, P.O. Box 190, 501 3rd Avenue, Fernie, BC V0B 1M0

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



Execution Date

Y M D
 2006 07 14

Transferor(s) Signature(s)

987745 ALBERTA LIMITED,
 by its authorized signatory(ies):



Ken Trueman

Print name & professional capacity

ROBERT B. SCHUETT
 Barrister and Solicitor

Full postal address

#203-602 11th Ave SW
 CALGARY AB T2E 1J8

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.

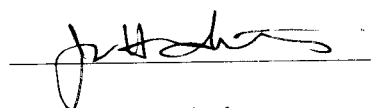
LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

EXECUTION DATE

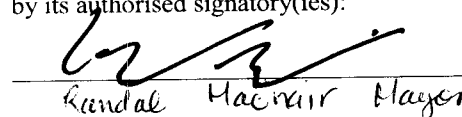
Y M D

Jim Hendricks
Deputy Clerk/Treasurer
Box 190, 501 - 3rd Ave.
Ferne, B.C. V0B 1M0

(as to both signatures)

2006 06 22

Transferor(s) Signature(s)

The Corporation of the City of Fernie
by its authorised signatory(ies):
Kendall MacInnis Mayor
Terry Melcer, Clerk

A Commissioner for taking affidavits for British Columbia

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.

FORM E
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

Part 2 – TERMS OF INSTRUMENT
COVENANT

THIS AGREEMENT made this _____ day of June, 2006.

BETWEEN: 987745 ALBERTA LIMITED
305, 5723 – 10th Street NE
Calgary, AB T2E 8W4

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND: THE CORPORATION OF THE CITY OF FERNIE
P.O. Box 190
501 – 3rd Avenue
Ferne, BC V0B 1M0

(hereinafter called the “Grantee”)

OF THE SECOND PART

WHEREAS the Grantor is the registered owner in fee simple of the following lands in the
Province of British Columbia, more particularly described as:

PID: 026-339-340

Lot 1 District Lot 4138 Kootenay District Plan NEP78504

(hereinafter called the “Lands”)

AND WHEREAS the Grantor proposes to grant to the Grantee a Covenant under section 219 of
the *Land Title Act* against the following lands:

All that part of all and singular those lands of the Grantor shown outlined in heavy black on a
Plan over part of Lot 1 District Lot 4138 Kootenay District Plan NEP78504, which plan was
certified correct and completed by Garret M. L. Winkel, B.C.L.S., on 25 May 2006, a photo-
reduce copy of which plan is attached hereto as Schedule “A”.

(hereinafter called the “Covenant Area”)

ASSIGNED PLAN NO.

NEP 01591

AND WHEREAS a covenant under Section 219 of the *Land Title Act* is required as a condition of the consent to approval of a building permit for the Lands by the Corporation of the City of Fernie;

AND WHEREAS 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 Grantee in respect to the use of the land;

AND WHEREAS the Grantor has caused a Reference Plan to be filed in the Kamloops Land Title Office under number NEP 51577 (the "Reference Plan");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good and valuable consideration now paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under Section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. The Grantor hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Covenant Area, that from and after the date hereof:
 - (a) No Person shall undertake any construction, development or excavation of any kind (including landscaping, construction of swimming pools, or building of decks) within the Covenant Area until a qualified professional engineer registered in the Province of British Columbia has confirmed that such construction is in compliance with the recommendations set out by A.W. McIntosh, P. Eng. in a report dated August 2, 2005;
 - (b) No Person shall undertake any construction, development or excavation of any kind within the Covenant Area (including landscaping, construction of swimming pools, or building of decks) without the written approval of the City of Fernie.
2. The Grantor acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Covenant Area will not be damaged as a result of unstable ground and the Grantor, with full knowledge of the potential danger from unstable ground and in consideration of the approvals given by the Grantee hereby:
 - (a) agrees to indemnify and save harmless the Grantee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of its employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or its successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Covenant Area, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the

contents of any of them, built, constructed or placed on the Covenant Area caused by unstable ground or some such similar cause; and

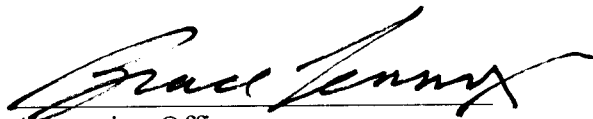
- (b) does remise, release and forever discharge the Grantee and its employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of its successors and assigns may have against the Grantee and its employees, servants or agents by reason of any personal injury, death or loss or damage to the Covenant Area, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them built, constructed or placed on the Covenant Area, caused by unstable ground or some such similar cause.

3. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including its successors and assigns of the Lots 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 Grantee as if this Agreement had not been made by the parties.
4. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the Grantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Covenant Area save and except those specifically approved in writing by the Grantee.
5. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.
6. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
7. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
8. 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 be separate and severable 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.
9. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
10. 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.

11. Every reference to The Corporation of the City of Fernie in this Agreement shall include any person designated by The Corporation of the City of Fernie to act for or on its behalf with respect to any of the provisions of this Agreement.

This is the instrument creating the condition or covenant entered into under Section 219 of the *Land Title Act* by the registered owner referred to herein and shown on the print of the plan annexed hereto and initialled by me.



Approving Officer,
The Corporation of the City of Fernie

~~END OF DOCUMENT~~

Land Title Act
FORM 11(a)

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, Robert Kuroyama, Agent for Rockies Law Corporation, PO Box 490, 502-3 Ave.,
Ste. 202, Fernie, BC V0B 1M0 the owner of a registered charge

(or agent of *THE CORPORATION OF THE CITY OF FERNIE*
P.O. Box 190, 501 3rd. Avenue, Fernie, BC V0B 1M0
the owner of a registered charge)

apply to deposit Reference Plan To Accompany Covenant Through Lot 1,
D.L. 4138, Kootenay District, Plan NEP78504.

I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$54.00.

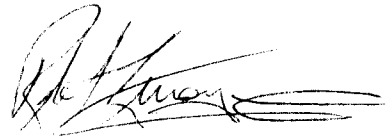
DATED this 3rd. day of August, 2006.

01 06/08/04 11:26:25 01 KL
S/S/CT PLANS

942475
\$54.00

ASSIGNED PLAN NO.

NEP 01091



SIGNATURE

EXHIBIT S**THE CITY OF FERNIE**

501 3RD AVENUE, PO BOX 190 FERNIE BC V0B 1M0
 TEL: (250) 423-6817 FAX: (250) 423-3034

**BUILDING PERMIT**

Permit #:	Folio No.:	PID:			
2025058	209 05032.100				
Permit Type:	Lot:	Dist. Lot:	Block:	Section:	Township:
BLDG	1	4138			
	Street #:	Street Name:			
	445	CANYON TRAIL			
		Land District:	Plan No:		
		26	NEP78504		

Name 0850502 BC LTD
 Add 29 ALPINE TRAIL
 Add
 City FERNIE
 Phone: 250
 Prov: BC
 Fax:
 Postal Code V0B 1M5

OWNER

Name: HAMILTON MOUNTAIN HOMES LTD.
 Add:
 Add:
 City:
 Phone:
 Prov:
 Fax:
 Postal Code

CONSTRUCTOR

Name: BLUEROCK & GROUNDTECH ENGINEERING
 Add:
 Add:
 City:
 Phone:
 Prov:
 Fax:
 Postal Code
 Quantity

**(COORDINATING)
REGISTERED
PROFESSIONAL**

Apply Reduced Fee:

Class of Work:	H APARTMENTS	No. of Units:	3
Description of	Residential Tri-plex Development		

Estimated Value of Construction: 1,475,000.00
 Permit Fee \$: 14,750.00

X
 Signature of Owner/Agent

X
 Date

Approved for Issuance By:	Building Inspector:	Date:	Issued By:	Date:
<i>DANIEL TANZEN</i>	<i>MAY 12/25</i>	<i>MAY 12/25</i>	<i>[Signature]</i>	<i>MAY 12/25</i>

411

BUILDING PERMIT FEE
 20% REG. PRO. DISCOUNT
 PLAN CHECK CREDIT
 SUBTOTAL
 SECURITY DEPOSIT

14,750.00
 (2,950.00)
 (800.00)
 11,000.00
 4,700.00

TOTAL PAYABLE**15,700.00*******NOTIFICATION OF RELIANCE ON REGISTERED PROFESSIONAL(S)*****

"In issuing this Building Permit, the City relied on certification of compliance of the registered professional(s) required by the Building Official under the Building Bylaw"

I have read the above notification and understand it.
 Signature of Owner

X
 Date



THE CORPORATION OF THE
CITY OF FERNIE

OFFICE OF THE BUILDING OFFICIAL

PO Box 190, 501-3rd Avenue, Fernie, B.C. V0B 1M0
Tel: (250) 423-6817 Fax: (250) 423-3034
Website: www.city.fernie.bc.ca
Email: planning@fernie.ca

April 7, May 12, 2025

Ms. Elizabeth Hamilton
Agent for the Owner: Alex Hamilton, Hamilton Mountain Homes Ltd.
29 Alpine Trail
Fernie, B.C.
V0B 1M5

Dear Ms. Hamilton,

**Re: Residential Triplex Development and Construction at 445 Canyon Trail,
Fernie, B.C.**

INTRODUCTION

This report is the result of a plan check on the Submission for Building Permit Application for construction at the above address.

The plan check is based on the 2024 Edition of the British Columbia Building Code and Step 3 of the BC Energy Step Code.

The following items are to be addressed as the job progresses.

SITE CONDITIONS

Zoning compliance review has been conducted and approved for this development in accordance with R4, High Density Residential Zoning Regulation compliance. Development Permit No. 650 has been issued for development of two duplexes and eight multifamily triplexes on the lands identified as Lot A, D.L. 4138, K.D., Plan EPP111603.

A Geotechnical Site Investigation Report has been provided by Groundtech Engineering Ltd. for soil and groundwater conditions associated with existing foundation structures previously placed under permit in 2007.

The assessment provides assurance with the issuance of a 2024 BC Building Code Schedule B that the development of the site with the proposed structures is considered acceptable with the designated Engineer assuming responsibility toward excavation, soil bearing capacities, placement and compaction of engineered fill as may be required.

A Form P, as a Phased Strata Plan Declaration, has been provided by the developer. Upon substantial project completion, a BC Land Surveyor's Property Location Certificate of the building's strata plan is to be provided in accordance with the Strata Property Act of BC.

Spatial separation analysis provided on drawing sheet A0.2 has been reviewed and accepted as within the maximum allowable percentage of un-protected openings

within Table 9.10.15.4 of the BC Building Code in relation to fire protection regulations for standard Part 9 buildings.

FOUNDATION

Engineer sealed designs have been provided in accordance with the 2024 BC Building Code Schedule B having been submitted by Clark Weber, P. Eng. of Bluerock Engineering as Assurance of Professional Design and Commitment for Field Review. The Engineer also assumes responsibility for the structural integrity and suitability of the use of the existing foundation components.

The intent to partially excavate the existing under-slab fill for confirmation of integrity, repair or replacement of under-slab services including plumbing, radon mitigation piping, natural gas, electrical and communication installations allow for the application of current Building Code under-slab compliant insulation toward BC Step 3 Energy Code requirements.

For the existing insulated frost wall foundation, provide minimum R14 rigid insulation with a sealed gas and vapor barrier below all heated floor slabs.

For a footing, frost wall and infill slab-on-grade foundation, damp-proofing and installation of a perimeter foundation drainage system is optional or as determined by the Geotechnical Engineer of record.

FRAMING

Conventional platform framing techniques are approved for construction of the building in accordance with the design provided.

Preliminary main and upper floor joist layouts, including Engineered LVL supported beams and lintel sizing with specifications have been provided. Point load locations indicated on the layouts shall be checked and verified by the Structural Engineer of Record with all members falling outside the scope of Part 9 of the 2024 BC Building Code requiring design and review by the Engineer. Additional components such as solid load-bearing timber assemblies, tall wall assemblies exceeding 3.6 metres or 11.8 feet and structural steel shall be as designed and reviewed by the Engineer. Engineered sealed designs for the items noted above have been provided by Clark Weber, P. Eng. of Bluerock Engineering Ltd. prior to Building Permit issuance. In accordance with the above requirements, the Schedule B submitted by Clark Weber, P. Eng. of Bluerock Engineering Ltd. includes assurance and commitment for Field Review for the noted items.

Preliminary roof truss layouts and certificates have been provided by Truline Truss in accordance with the combined ground snow and rain load design criteria of 4.7 kPa or 98.4 psf for this location and elevation.

Provide all final Engineer sealed truss certificates and documents in advance of framing.

Provide Engineer approved design drawings for all additional manufactured structural components that may be intended or required for construction.

All steel fabrication and welding services shall only be provided by CWB certified shops and personnel.

Provide details of any floor plan changes on as-built drawings prior to inspection.

Note additional items relating to fire separation and life safety within the following sections of this letter.

INSULATION, VENTILATION, AIR & VAPOUR BARRIERS

The City of Fernie has adopted BC Energy Step 3 Code regulation which may require that greater attention be paid to the installation of thermal insulation, air and vapour barriers related to design performance of the building envelope. The following items relate to prescriptive requirements within the Code, which shall be read in conjunction with the following BC Energy Step Code section.

The Fernie geographical region is located within climate zone 6, for heating degree days between 4000 and 4999.

Nominal prescriptive thermal wall insulation values are required to meet R24, **excepting where a heat-recovery ventilator is installed**, the value remains R22.

Attic space insulation requires R52 for flat ceilings with R28 for vaulted ceilings and unheated floor joist spaces.

R14 is required below all heated floor slabs and unheated floor slabs above the frost line require R12.

Provide a sealed 6 mil poly soil-gas, air and vapour seal below all slabs. Floor slabs must be made airtight by sealing the floor slab to the foundation wall at the intersection locations.

A sealed 6 mil poly vapour and air barrier is required for all exterior wall and ceiling locations where cellulose, mineral based or fiberglass insulation is installed. Lapping of poly must be continuous over framing members or provided with additional backing where laps may be intended. The continuity of the air and vapour barrier must be addressed at exterior wall and ceiling fixture locations for lighting, switching, receptacles or mechanical penetrations.

Attention to sealing of framing with acoustic sealants is required prior to the application of air and vapour barriers at sill plate to foundation wall locations, bottom of sill plates at sub-floor locations, lamination joints of built-up framing members, interior to exterior framing member locations and at all window and door locations. Roof ventilation shall be provided at a ceiling area ratio of 1/300 with 50/50 venting top and bottom for eave and ridge venting. Gable venting must conform to the 1/300 ratio.

Ensure that the roof joists/rafters or trusses are of sufficient depth to allow for the thermal value of the insulation and continuous ventilation channels.

All insulation products, poly, rigid and spray-on foam applications must be covered with drywall or sheathing to protect them from mechanical damage and to protect the occupants from toxic fumes in the event of a fire.

MECHANICAL VENTILATION

Ensure that the mechanical ventilation design incorporates a system (based on the type of heating installed) for adequate air exchange and indoor air quality using the required design temperatures for this region.

Note that all dwelling units shall provide for non-heating-season ventilation by either natural or mechanical systems and heating season ventilation mechanical systems conforming to the applicable CAN/CSA standard, the BCBC regulations requirements and be designed and installed in accordance with ASHRAE, HRAI, TECA or similar good standard practise guidelines and manuals.

A continuous operation principal bathroom exhaust fan is required for forced air installation or may be continuous with the installation of an HRV system.

HVAC and HRV equipment must be installed and contained with the plane of required thermal insulation.

HRV system equipment must include having a sensible heat recovery efficiency of at least 60%.

Ductwork for HVAC/HRV systems must be sealed with approved tape or sealants when installed outside of the planes of insulation.

Ductwork carrying heated/conditioned air outside of the plane of insulation must be insulated to the same level as required for wall insulation values.

Piping serving service water heating is required for the first 2 metres of the storage tank inlet and outlet to a minimum thickness of ½". In homes with re-circulating hot water systems, such as on-demand, all piping must be insulated.

If available, provide a Quality First, TECA or equivalent report sheet for heat loss/heat gain calculations by the mechanical designer.

Installed as exhaust fans for the discharge of interior air, all bath and kitchen range venting must discharge directly to the building exterior.

BC ENERGY STEP CODE

City of Fernie adoption of Step 3 of the BC Energy Step Code for Part 9 residential buildings requires performance-based compliance for Climate Zone 6 and local degree heating days of 4,750.

The key requirements are provision of energy modelling and testing by qualified persons such as an NRC Certified Energy Advisor. Modelling by way of a BC Energy Compliance Report is required to be provided in advance of the issuance of a Building Permit. Proof of compliance shall be provided following construction and prior to occupancy by way of air tightness testing, commonly called a "blower door" test of a de-pressurized building.

A BC Step Code Pre-construction Compliance Report has been provided by Adam Foley, Energy Advisor with Kootenay Energy Advisor confirming Step 3 compliance with Step 4 compliance proposed at 1.5 ACH. In addition, TECA Heat Loss and Heat Gain calculations are provided in accordance with the CSA F280 standard for appliances including a residential cooling area not to exceed 26 degrees C.

Although not required, you may choose to perform a mid-stage test toward additional assurance that compliance can be achieved upon completion.

The testing to Step 3 for Climate Zone 6 buildings shall verify performance to 2.5 or less air changes per hour (ACH) within the as-built compliance report.

PLUMBING

A separate plumbing permit is required by a certified contractor licensed in the province of B.C. A plumbing permit has been issued to J.K. Mechanical.

All plumbing installations shall be contained within the required plane of thermal insulation.

Hot water tanks must be located immediately adjacent to a slope floor drain if placed on a concrete slab, or in a containment pan with drain to the sanitary sewer system if placed on a pervious floor finish.

Backwater valves for municipal sewer protection and PRVs for municipal supply must be provided for new installations and principal system up-grades.

4" residential under-slab rough-in is required for soil gas (radon) depressurization.

The rough-in piping shall terminate to open air and be accessible for installation of a power assisted depressurization fan if required. The most common termination will be through the roof with the vent protected from weather and pest infiltration.

For residential construction, maximum 6.0 litre per flush water closets, 8.3 litre per minute faucets and 9.5 litre per minute shower heads are required.

EXTERIOR FINISH

The minimum requirements for new construction are to ensure that prevention of precipitation ingress into exterior assemblies and interior space is addressed through the application of 1st and 2nd planes of protection, flashings over all openings and penetrations and sealant caulking at all cladding exposures.

Flashings are also required at all intersections of various cladding materials.

New residential construction is required to comply with Home Warranty cladding guidelines for materials and installation. Consult with your Home Warranty provider for specific detail to installation guidelines and inspections.

For all new construction, window and door fenestration products must conform to the North American Fenestration Standard (NAFS). Products must be labelled to with the Canadian supplement standard of CSA A440AS1-09. The labels must remain in place until inspection approval.

SAFETY AND OCCUPANCY

Common doors between an attached garage and residential living spaces must be exterior grade, weather-stripped and equipped with self-closure devices. If the garage is intended for use by other than the resident occupant of the principal resident, it shall require a 45 minute fire separation.

Smoke detection alarms must be installed on each floor level, including basements, within each bedroom, between the sleeping areas and remainder of the storey, and be hard-wired with all alarms interconnected.

Carbon monoxide alarms are required where fuel-burning or solid-fuel burning appliances are installed and where an attached vehicle storage garage serves a residence. The alarms shall be installed inside or outside (within 5 metres) of every bedroom, within the service room or living area containing such appliances. **It is highly recommended to install hard-wired and inter-connected combination alarms at each location for an increased level of occupant safety.**

Bedroom and sleeping area egress windows are required to provide a minimum of .35 sq. metres (3.8 sq. ft.) of clear opening with no vertical or horizontal dimension less than 380 mm. (15.2 in.)

If intended for installation, all solid fuel (wood burning) appliances must be permitted separately through this department. The appliance must be tested and labelled by the testing agency and installation shall conform to CAN/CSA 365-91 standards for wood stoves and CAN/ULC-S610-M standards for factory-built fireplaces. Factory built chimneys shall conform to the ULC S-629 standard. Follow all manufacture's installation guidelines for clearance to and protection of combustibile materials. All certified appliances require external combustion air. Carbon monoxide detectors required for occupant safety.

All stairs, guards, rails and graspable handrails shall be installed in compliance with B.C.B.C. Division B, Part 9, Section 9.8. requirements.

FIRE RATINGS AND SEPARATIONS

Fire separations and ratings are based the occupancy classifications of adjacent uses of buildings and areas. For the triplex design submitted, a one-hour fire resistance rated separation is required between all residential occupancies as identified within the plan views and cross-sections provided.

Drawing sheet A3.3 indicates a wall type of W7 from within Table 9.10.3.1.-A for fire and sound resistance ratings of BCBC Part 9 buildings.

However, drawing sheet A5.1 shows the partition wall types as W13a from the Table, which is a more appropriate method of construction toward compliance including an STC rating of 57.

The detail includes the option of rock wool vs. .38 mm sheet metal fire blocking between the party wall floor levels.

Please ensure that all plumbing, mechanical, electrical or other installations which may penetrate a plane of fire separation shall be provided with appropriate fire stop products or devices specifically suited to the requirement of the penetration. These may include non-combustible piping, fire collars for combustible piping, fire dampers for ductwork and fire caulking for water lines, electrical or communication cables. Electrical switches or receptacles shall be offset at each side of interior rated wall framing assemblies with the size of the boxes limited to no greater than 160 sq. cm.

ADMINISTRATIVE

Development Permit No. 650 has been issued for this project.

Owner authorization has been provided, allowing for Beth Hamilton to act on behalf of the owner for construction services.

A current Certificate of Title for the property has been provided.

New Home Warranty registration with BC Housing has been confirmed. A copy of the completed registration form will be included in the permit package.

Building Permit Fees are assessed at a value of \$10.00 per \$1,000.00 of submitted and approved value of the work. A 20% Registered Professional discount is applied for the engagement of the BC Registered Professional Engineers.

The Engineers shall provide Field Review Reports for each Field Review conducted and their BC Building Code Schedule C-B upon completion of their portions of the work.

Development Cost Charges have previously been paid for this development project.

A Security Deposit of \$4,700.00 shall be provided at time of Building Permit issuance. The deposit will become eligible for refund when all building and site conditions have been approved as complete and a Certificate of Occupancy has been issued.

REQUIRED INSPECTIONS

Please send all City of Fernie inspection requests to planning@fernie.ca under a subject heading of "Inspection Request".

- Field Review for infill and compaction by Groundtech Engineering as the designated Geotechnical Engineer. Provide Field Review Reports in a timely manner for each Field Review conducted.
- Field Review for all foundation forming and reinforcement prior to placement of concrete as applicable to Engineered design including footings, walls, footing pads and columns by Bluerock Engineering as the designated Structural Engineer. Provide Field Review reports as noted above.
- Under-slab plumbing and radon mitigation piping layouts.
- Slab preparation, vapor and gas barrier, insulation and reinforcement.
- Completion of tall wall and solid timber framing and structural steel component installations by Bluerock Engineering as the designated Structural Engineer. Provide Field Review Reports.

EXHIBIT S

- Completion of general framing, including fire separation preparation for the remainder of BCBC Part 9 regulatory requirements.
- Plumbing rough-in.
- Solid fuel-burning appliance and chimney if applicable.
- Insulation, ventilation, air and vapour barrier.
- Completion of fire separations as applicable.
- Exterior Cladding, doors, windows, roofing.
- Final inspection, including life and safety items and site conditions.

Note that all Building Permits expire 24 months from date of issuance. Work must be initiated within 6 months of the date of issuance. Work shall not be suspended for any period in excess of 6 months.

Please contact this department with any questions or concerns you may have regarding the contents of this letter.

Sincerely,



Duane Janzen
Building Official

EXHIBIT S

THE CITY OF FERNIE

501 3RD AVENUE, PO BOX 190 FERNIE BC V0B 1M0
TEL: (250) 423-6817 FAX: (250) 423-3034



PLUMBING PERMIT

Permit #:	Folio No.:	PID:					
2025057	209 05032.100						
Permit Type:	Lot:	Dist. Lot:	Block:	Section:	Township:	Land District:	Plan No:
PLBG	1	4138				26	NEP78504
Street #:		Street Name:					
405		CANYON TRAIL					

Name: 0850502 BC LTD
Add: 29 ALPINE TRAIL
Add:
City: FERNIE
Phone: 250
Prov. BC
Fax
Postal Code: V0B 1M5

OWNER

Name: J K MECHANICAL
Add:
Add:
City:
Phone:
Prov:
Fax:
Postal Code:

CONSTRUCTOR

Name:
Add:
Add:
City:
Phone:
Prov:
Fax:
Postal Code:
Quantity:
Apply Reduced Fee:

**(COORDINATING)
REGISTERED
PROFESSIONAL**

Class of Work: **Y PLUMBING** No. of Units: **1**

Description of: **Triplex Development with 45 Total Fixtures & 126 Fixture Units**

Estimated Value of Construction: **0.00** Permit Fee \$: **900.00** **→ TOTAL PAYABLE**

Signature of Owner/Agent: *[Signature]* Date: *[Signature]*

Approved for Issuance By: *[Signature]* Building Inspector: *[Signature]* Date: **MAY 15/25** Issued By: *[Signature]* Date: **MAY 15/25**



THE CORPORATION OF THE
CITY OF FERNIE

OFFICE OF THE BUILDING OFFICIAL

PO Box 190, 501-3rd Avenue, Fernie, B.C. V0B 1M0
Tel: (250) 423-6817 Fax: (250) 423-3034
Website: www.city.fernie.bc.ca
Email: cityhall@city.fernie.bc.ca

May 5, 2025

Mr. Alex & Ms. Beth Hamilton
Hamilton Mountain Homes
29 Alpine Trail
Fernie, B.C.
V0B 1M5

Dear Mr. & Ms. Hamilton,

Re: Plumbing Permit for Triplex Development at 445 Canyon Trail, Fernie, B.C.

INTRODUCTION

This report is the result of a plan check for Plumbing Permit issuance at the above address.

Property file records indicate that building and unit services were installed at the time of original permit issuance in 2007. Under-slab unit distribution systems for water supply and sanitary sewer were also installed and must be proven out by the plumbing contractor for function and integrity prior to proceeding with final interior backfill and compaction for slab preparation. The sanitary system shall be inspected by camera for slope and continuity without obstruction and both water and sewer shall be pressure tested and/or column tested with the results provided to this office for approval of final cover.

The following items are to be addressed as the job progresses.

EXISTING SERVICES

The permitting and inspection files provide a record of a 1½" poly building potable water line was installed with a 3-way common property splitter and ¾" supply lines branching to each unit's mechanical service room.

A 4" sanitary sewer service line was also installed with branches to each unit and T-Y connections for unit cleanouts and/or backwater valves provided.

Install unit shut-off valves and backwater valves within each unit's mechanical service room for unit protection.

Current supply and sanitary pipe sizing has been reviewed for the building design and fixture installation provided.

Fixture unit counts have been increased for water supply where hose bibbs or underground irrigation systems may be intended or assumed to be installed.

The revised fixture totals are determined to be 15 per unit, for a building total of 45 with unit fixtures units of 42 for a building total of 126 F.U.

The existing service sizing is deemed adequate for the unit and building purposes intended.

PLUMBING SYSTEMS

Hot water tanks must be located immediately adjacent to a slope floor drain if placed on a concrete slab, or in a containment pan with drain to the sanitary sewer system if placed on a pervious floor finish.

For principal servicing installations or up-grades, backwater valves for municipal sewer protection and/or a principal building drain cleanout with PRVs for municipal supply are required.

Provide traps and cleanouts for fixture locations as required.

Provide water or air pressure and column tests for supply, drainage and venting systems prior to cover.

All system vent piping shall terminate to open air extended above the roof.

All system installations shall be contained within each unit's plane of fire separation or protected with appropriate fire stop devices and/or products if penetrating any plane of vertical or horizontal fire separation.

Maximum 6.0 litre per flush water closets, 5.7 litre per flush urinals, 8.3 litre per minute faucets and 9.5 litre per minute shower heads are required.

RADON ROUGH-IN REQUIREMENTS

Provide an under-slab radon collection and mitigation piping system below each unit's lower floor slab area. The piping shall be bedded in granular fill to allow for radon migration and collection with the piping terminated to open air. The most common termination will be through the roof to allow for adequate passive ventilation to open air and be protected from pest and precipitation infiltration.

The piping shall be located in an accessible area allowing for future installation of a under-slab depressurization fan if required.

BUILDING ENVELOPE REQUIREMENTS

All plumbing installations shall be contained within the required planes of thermal insulation.

REQUIRED INSPECTIONS

Please send all inspection requests to planning@fernie.ca with subject identified as "inspection request" and the civic address provided.

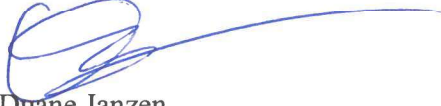
- Under-slab plumbing layout.
- Plumbing rough-in. (provide pressure and column test results prior to inspection.)
- Final inspection of plumbing fixture installations and finish prior to occupancy.

Note that all Plumbing Permits expire 12 months from date of issuance. Work must be initiated within 6 months of the date of issuance. Work shall not be suspended for any period in excess of 6 months.

EXHIBIT S

Please contact this department with any questions or concerns you may have regarding the contents of this letter.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a long, sweeping horizontal line that extends to the right.

Duane Janzen
Building Official

EXHIBIT S



%header%

N N, MCIP, RPP
Chief Building Official

%permit-type% %permit-set-label%

LOCATION OF WORK

%permit-location%

PERMIT INFORMATION

Permit number	Date applied	Date issued
BP-2025-102	2025-02-20	2025-05-12
Status		
Issued		
%issuer%	Expiry date	
	2027-05-12	
%reviewers%		

GRANTED TO

%parties%

%description-of-permit%

Personal information contained in this form and schedules is collected under the authority of subsection 8(1.1) of the Building Code Act, 1992, and will be used in the administration and enforcement of the Building Code Act, 1992. Questions about this collection can be made to the Freedom of Information Co-ordinator, Council and Customer Services

This permit is granted subject to the terms on the Application and on condition that work authorized by the permit shall be completed in all respects in accordance with the plans, specifications and any other information.

THIS PERMIT MUST BE POSTED ONSITE. THE PLANS AND SPECIFICATIONS REVIEWED AND ISSUED BY THE BUILDING AND DEVELOPMENT DEPARTMENT MUST ALSO BE KEPT ONSITE AND MADE AVAILABLE TO INSPECTORS AS REQUIRED BY LAW.

INSPECTIONS

Inspections are mandatory for any construction, alterations or demolition for which a building permit is issued. To ensure compliance with structural, health and safety standards established by the Ontario Building Code, inspections are provided by building and mechanical inspectors and are required during all stages of construction. Inspections are also undertaken to ensure that construction is done with the benefit of a building permit.