

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6716556 CA6716557LAND TITLE ACT
FORM C (Section 233) CHARGE

Apr-04-2018 16:35:37.004

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 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.

Lynn Isabel
Ramsay
XYS4HGDigitally signed by Lynn
Isabel Ramsay YYS4HG
Date: 2018.04.03
17:16:12 -07'00'

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

Lynn Ramsay, Q.C., Miller Thomson LLP

400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 54355.5152

28165 / 28996589 & 27609922

Vancouver

BC V7Y 1G5

Document Fees: \$143.16

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-752-330

LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
BCP39086 EXCEPT PHASES ONE AND TWO STRATA PLAN BCS3916STC? 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):

SEE SCHEDULE

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

SQUAMISH-LILLOOET REGIONAL DISTRICT

P.O. BOX 219, 1350 ASTER STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

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)

Lynn I. Ramsay, Q.C.

Barrister & Solicitor

400, 725 Granville Street

Vancouver, B.C. V7Y 1G5

604.687.2242

Execution Date		
Y	M	D
18	02	14

Transferor(s) Signature(s)

28165 YUKON INC., by its
authorized signatory(ies):

Name: David Ehrhardt

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 15 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Kristen Clark, Secretary

Commissioner for Taking Affidavits in British Columbia

Squamish-Lillooet Regional District
1350 Aster Street
Pemberton, B.C.
604.894.6371

Y	M	D
18	03	28

SQUAMISH-LILLOOET REGIONAL
DISTRICT, by its authorized signatory
(ies):

Name: Lynda Flynn, CAO

Name: Jack Crompton, Chair

Domek Deon Rolle

Notary Public

British Colonial Centre of Commerce
4th Floor, Executive Suites, Suite 400L
P.O. Box AP59217 Slot 2011
One Bay Street
Nassau, The Bahamas

18	02	01
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MOUNTAIN ADVENTURE LTD., by its
authorized signatory(ies):

Name: Fornacis Ltd.

Per: Lynn Kelly and Halson Ferguson

Name: Geminorum Ltd.

Per: Halson Ferguson and Lynn Kelly

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 15 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant contained in this Instrument priority over Mortgage BB1186415 and Assignment of Rents BB1186416

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 15 PAGES

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

5. TRANSFEROR(S):

28165 YUKON INC. (Inc. No. 57097A) of 5403 Buckingham Avenue, Burnaby, B.C. V5E 1Z9
MOUNTAIN ADVENTURE LTD. (a corporation incorporated under the laws of Commonwealth of the Bahamas) having an office at Centre of Commerce, 2nd Floor, One Bay Street, P.O. Box SS 6289, Nassau, Bahamas (as to Priority)

TERMS OF INSTRUMENT – PART 2**DEVELOPMENT LANDS SECTION 219 COVENANT**

THIS AGREEMENT dated for reference November 1, 2017

BETWEEN

28165 YUKON INC., 5403 Buckingham Avenue, Burnaby, British
Columbia, V5E 1Z9

(the "Grantor");

AND

SQUAMISH-LILLOOET REGIONAL DISTRICT, P.O. Box 219,
1350 Aster Street, Pemberton, British Columbia, VON 2LO

(the "Grantee").

WITNESSES THAT WHEREAS:

A. The Grantor is the registered owner of the land in the Squamish-Lillooet Regional District legally described as:

PID: 027-752-330
Lot A District Lot 2247, Group 1,
New Westminster District Plan BCP39086 Except Phase One and
Phase Two Strata Plan BCS3916

(the "Lands"); and

B. The Lands are zoned to permit a clustered development of up to 72 residential dwellings and the Grantor has acknowledged that it is in the public interest that the development and use of the Lands be restricted in accordance with section 219 of the *Land Title Act*, as amended, the Grantor wishes to grant this Covenant and indemnity.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to section 219 of the *Land Title Act*, and in consideration of the premises and the sum of one dollar (\$1.00), now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor covenants and agrees with the Grantee as follows:

Definitions

1. In this Agreement:

- (a) "Parcel", for the purposes of this section 1, has the same meaning as in the *Land Title Act* but if the Lands are subdivided under the *Strata Property Act*, "parcel" does not include "common property" as defined in that Act;
- (b) "Qualified Environmental Professional" or "QEP" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, is acting under that association's code of ethics and subject to disciplinary action

by that association, and the individual is acting within that individual's area of expertise;

- (c) Unless otherwise stated, the definitions of the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended, shall apply to the interpretation of this Agreement.

Development Only in Accordance with Covenant

- 2. Notwithstanding greater or broader uses, density or other regulations in the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended, the Grantor covenants and agrees that the Lands shall not be subdivided, developed, built upon, or used except in accordance with the following:

- (a) Lot A may not be subdivided to create more than 72 parcels;
- (b) a building on a parcel may only be used for the uses permitted in subsections 16.1(1) (a), (b), (c), (d) and (e) of the CDI (Comprehensive Development – Wedgewoods Estates) Zone as identified in the Zoning Amendment Bylaw, if the parcel is serviced:
 - (i) by an advanced wastewater treatment plant (including membrane extended aeration activated sludge system, generally as described in the Novatec Consultants Inc. report entitled "Environmental Impact Study — Green River Estates Wastewater Treatment and Disposal" dated February 2006, that is built to a sufficient capacity to serve the parcels, at the Grantor's sole cost), or by the Resort Municipality of Whistler's waste water treatment plant, and all sewage-generating buildings on that parcel must be connected to either treatment plant (for certainty, septic systems are not permitted);
 - (ii) by a well-based source of potable water; and
 - (iii) with access, by way of highway or common property access route, or a combination thereof to Highway 99;
- (c) The floor area for a principal dwelling shall be determined on the basis of the parcel area times 0.2 but:
 - (i) for a parcel of less than 0.4 hectares the maximum floor area shall be 430 square meters;
 - (ii) for a parcel of more than 0.4 hectares but less than 0.6 hectares the maximum floor area shall be 550 square meters; and
 - (iii) for a parcel of more than 0.6 hectares the maximum floor area shall be 650 square meters.

being calculated on the basis generally applicable within the Regional District as set out in the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended;

- (d) all building and construction shall comply with the Wildfire Protection Guidelines attached as Appendix A to this Covenant;

- (e) the installation of fire suppression sprinklers is mandatory in all dwelling units;
- (f) with respect to environmental monitoring and reporting:
 - (i) a QEP shall be on site during initial site preparation and construction work carried out by the developer, and during all other phases of construction as deemed appropriate by the QEP;
 - (ii) site preparation and construction works shall be monitored by a QEP;
 - (iii) the QEP shall submit an environmental monitoring report to the Planning Department of the Squamish-Lillooet Regional District at the conclusion of the works verifying that the following guidelines have been met:
 - (A) prior to land clearing a plant and wildlife survey shall be conducted by a QEP of the areas to be cleared or impacted by clearing, to identify the location of active bird nests, important wildlife trees, and the presence of rare and endangered plant and animal species;
 - (B) where land clearing activity is proposed between April 1st and July 31st a QEP shall conduct a bird nest survey within seven days of the proposed clearing;
 - (C) in accordance section 34 of the *Wildlife Act* - which states that a bird or its egg, or the occupied nest of a bird or its egg, may not be destroyed - active nests shall be protected by a suitable buffer, as recommended by the QEP;
- (g) notwithstanding section 1.1(f)(iii)(C) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl shall be provided with a 50 meter buffer of undisturbed vegetation whether occupied or not;
- (h) existing topsoil shall be collected, stored and reused on the Lands;
- (i) with respect to stormwater management:
 - (i) no stormwater management facility may be constructed in a manner that allows drainage water collected on a roadway to flow directly into a naturally occurring waterbody, except with respect to bridges and approaches within 20 metres thereof;
 - (ii) runoff from roadways shall be controlled by using permeable paving or diverting runoff to ditches, grassed swales, dry wells, constructed wetlands, or dry ponds;
 - (iii) the construction of curbs and gutters is prohibited, except where a curb is required to control erosion;
- (j) all utility kiosks, garbage and recycling containers or dumpsters shall be located and stored in an enclosed area to the rear or side of a principal building and fully screened from view by a fence, wall or landscaping; and

- (k) upon the first sale of each parcel created on the Lands, the purchaser shall be provided with a comprehensive owner's manual, including guidelines for minimizing human-wildlife conflicts, decreasing fire hazard, and conserving energy and water.

Wildfire Protection Guidelines Supplement

- 3. The parties acknowledge that the Grantor is intended to be primarily responsible for enforcement of clause 1.1(d) through the provisions of a statutory building scheme, and this covenant is intended to secure those obligations in the public interest: therefore, the Grantor covenants and agrees:
 - (a) not to amend any Statutory Building Scheme registered against title to the Lands, as those schemes relate to this Agreement, without the prior written consent of the Grantee; and
 - (b) when it submits an application for a building permit, to include with that application, for information purposes, the written information, plans and drawings provided to and the analysis and response given by the Approving Agent under the Statutory Building Scheme to the proposed construction that is the subject of the building permit application.
- 4. For certainty, the Grantor and Grantee agree that:
 - (a) the provisions of the Guidelines of clause 1.1(d) that refer to clearance of vegetation for "wildfire protection" reasons do not apply to Riparian Areas, as defined in Covenant registered on the title to the Lands under BB1225301;
 - (b) the expiry of the statutory building scheme does not preclude continued application of the Guidelines and enforcement under this Agreement.

No Blocking of Certain Roads and Access Routes

- 5. The Grantee covenants and agrees that the roads and common property access routes on the Lands identified in Statutory Right of Way registered on the title to the Lands under BB1225298 shall not be blocked with gates, bollards or any other type of obstruction, natural or man-made, and shall at all times remain accessible to and passable by members of the public.

Geotechnical Matters

- 6. The Grantor acknowledges that the portions of the Lands described on the plan attached as Appendix B to this Covenant entitled "Geotechnical and Flood Hazard" dated September 2007 may be subject to hazards, as identified in the Trow Associates Inc. reports dated December 2004 updated September 12, 2007, and the Grantor therefore covenants and agrees that a property owner may not build upon any portion of the Lands so identified until the property owner:
 - (a) has provided the Grantee's building official with a report certified by a qualified professional that the land may be safely used for the intended use; and
 - (b) enters into a covenant under section 56(5) of the *Community Charter* or successor legislation, if so required under that section.

No Effect On Laws or Powers

7. This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Grantee under any enactment or at common law, including in relation to the use or subdivision of the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
- (b) impose on the Grantee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands;
- (d) relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands; and
- (e) impose any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Grantee with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

Limitation on Grantor's Obligations & Withholding of Approvals

8. The Grantor is only liable for breaches of this Agreement that occur while the Grantor is registered owner of the Lands. If, following subdivision of the Lands, an owner or occupier of one parcel breaches this Agreement, that violation will not impact the owner or occupier of another parcel's ability to build on another parcel. However, the owner or occupier of each parcel acknowledges and agrees that if this Agreement has been breached with respect to its own parcel or by that owner or occupier, the Grantee may withhold building permits or occupancy certificates for that owner or occupier's parcel until such breach is remedied to the reasonable satisfaction of the Grantee. Further, if this Agreement has been breached with respect to the common area shown on a strata plan registered in respect of the Lands, the Grantee may withhold building permits or occupancy certificates for that common property until such breach is remedied to the reasonable satisfaction of the Grantee, provided however that such withholding does not authorize the withholding of any building permit or occupancy certificate for a strata lot.

No Liability in Tort

9. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a deed. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and the law pertaining to deeds under seal.

Covenant Runs With the Lands

10. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Grantor in this Agreement constitutes a personal covenant and also a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Lands. This Agreement burdens the Lands and runs with it and binds the successors

in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated by any means.

Further Acts

11. The Grantor must do everything reasonably necessary to give affect to the intent of this Agreement, including execution of further instruments. Without limiting the generality of the foregoing, the Grantor agrees to do everything necessary at the Grantor's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement. The Grantee will, following the registration of the Nature Conservation and Utility Area Section 219 Covenant against title to the Lands and a subdivision that creates a separate title for the Covenant Area referred to in the Nature Conservation and Utility Area Section 219 Covenant, execute a registrable discharge of this Development Lands Section 219 Covenant from the portion of the Lands west of Highway 99.

Indemnity and Release

12. The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.
13. The Grantor hereby releases, saves harmless and forever discharges the Grantee of and from any claim, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Grantor can or may have against the Grantee, whether based in law or equity, whether known or unknown, for any loss, damage, or injury, including economic loss or deprivation, that the Grantor may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.

Waiver

14. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

16. This Agreement is the entire agreement between the parties regarding its subject. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.

Binding of Successors

17. Any reference in this Agreement to the Grantee is a reference also to its elected and appointed officials, officers and employees with respect to rights granted herein.
18. This Agreement binds the parties to it and their respective assigns, successors, heirs, executors and administrators.
19. If the jurisdictional boundary of the Resort Municipality of Whistler expands to include the Lands, any reference in this Agreement to the Grantee shall be deemed to mean the Resort Municipality of Whistler.

Amendment

20. This Agreement may be discharged, amended, terminated or otherwise affected only by an instrument duly executed by all parties to this Agreement.

Deed and Contract

21. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

Execution Using Forms C and D

22. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Forms C and D to which this Agreement is attached and which form part of this Agreement.

APPENDIX A - WILDFIRE PROTECTION GUIDELINES

Building Permits issued in this area shall be in accordance with the applicant demonstrating how the development has implemented the following measures:

1. All building materials are to have a high resistance to combustion, including cement board, slate, metal, plaster, stucco and other concrete products are preferred for exterior siding.
2. Materials that have a high resistance to combustion, including Class A, B or C shingles, slate, clay tile or metal should be used for roofing (excluding decorative trim, fascia and similar features).
3. Exterior windows, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block.
4. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
5. Eaves, attics, vents and underfloor openings shall be screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm) to prevent the accumulation of combustible materials and the entry of burning embers.
6. Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height, low-growing non-resinous shrubs, lawn and hard surfaces are preferred.
7. Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground. Trees spaced more closely than 3m are acceptable where a hard surface, lawn or other suitable fire break surrounds the cluster.
8. Applications for a Building Permit shall be accompanied by plans indicating the following,
 - a) Location of all existing and proposed structures, parking areas and driveways;
 - b) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and
 - c) Building elevations indicating the type of materials to be used on the exterior and roof of the building.

Additional information that may be required in order to consider issuance of a Building Permit includes landscape plans that are prepared in consultation with a Registered Professional Biologist, Forester, or Landscape Architect and that provide recommendations for ensuring minimal fuel loading within landscaped areas, ongoing protection from interface fire hazard, and the type and density of fire resistive plantings that may be incorporated within landscaped areas to help mitigate the interface fire hazard.

It is the responsibility of the applicant to prove the Wildfire Protection Guidelines have been met. The below checklist must be submitted as part of the Building Permit process.

WILDFIRE PROTECTION GUIDELINES CHECKLIST

Strata Lot # _____

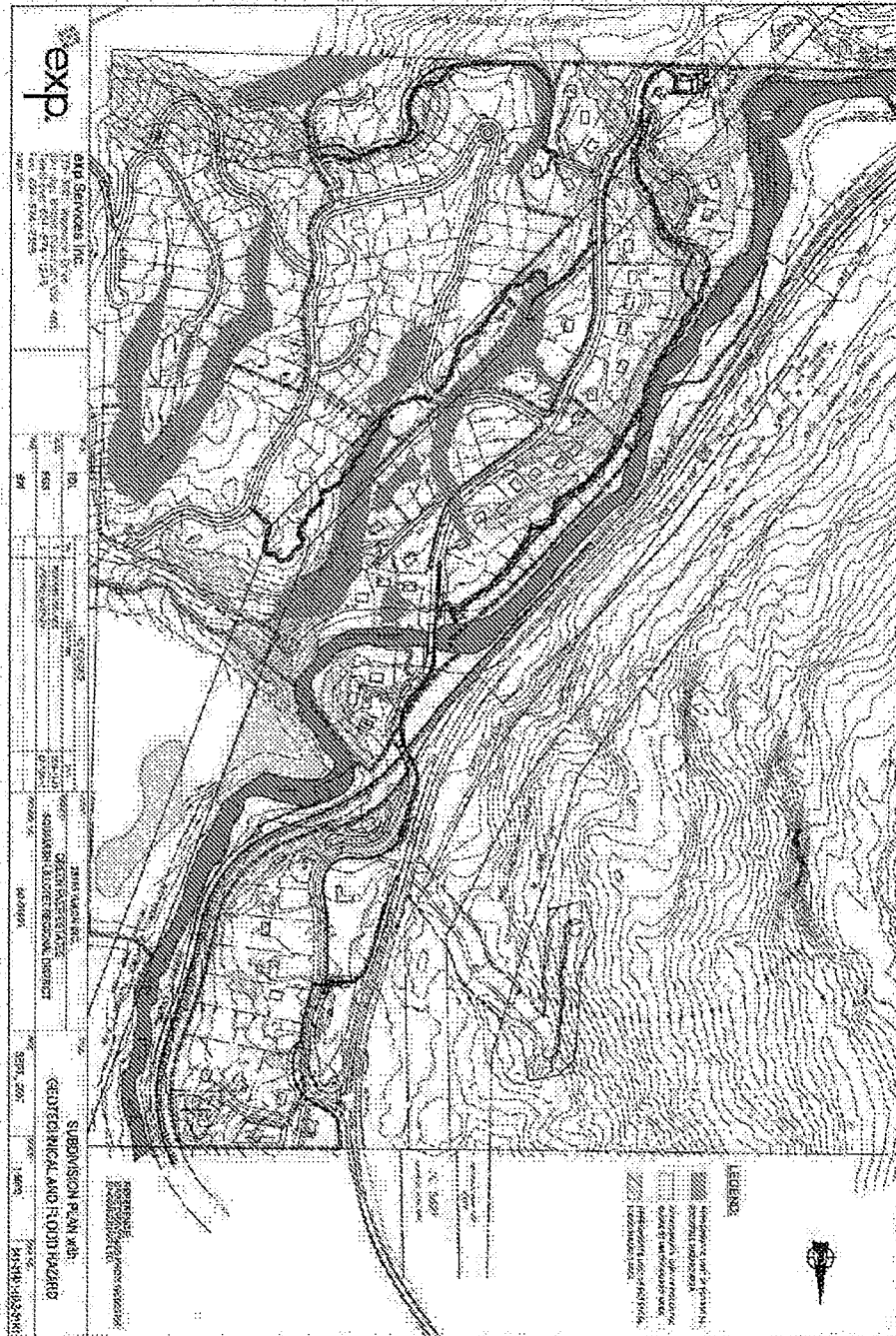
Ref	Guidelines	Compliant for Permit	Compliant after Construction	N/A
1	All building materials have a high resistance to combustion			
2	Roofing materials have a high resistance to combustion			
3	Exterior windows, windows within exterior doors, and skylights are tempered glass, multilayered glazed panels, or glass block			
4	Fire places, wood stoves and furnaces have spark arrestors			
5	Eaves, attics, vents and underfloor openings are screened with a corrosion-resistant, non-combustible mesh (mesh openings not to exceed 3.1 mm)			
6	Within 10 m of structures and projections landscaping that features trees planted a minimum of 3 m apart, preferably deciduous and trimmed of branches to 3 m in height			
7	Within 30 m of structures and projections ground fuel is removed, trees are thinned to a minimum of 3 m apart, and branches are trimmed up to at least 3 m above the ground			
8	Building Permit Plans include: A) Location of all existing and proposed structures, parking areas and driveways; B) Extent and nature of existing and proposed landscaping, including details of trees and ground cover; and C) Building elevations indicating the type of materials to be used on the exterior and roof of the building.			

Completed as of _____

Name: _____

Name: _____

APPENDIX B



Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, MOUNTAIN ADVENTURE LTD., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB1186415
Assignment of Rents BB1186416

("Security")

against title to the Lands charged by the within charges, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charges and grants priority to the within charges over the Security and their rights, title and interest in and to the Lands charged by the within charge in the same manner and to the same effect as if the within charges had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Lynn Isabel Ramsay XYS4HG	Digitally signed by Lynn Isabel Ramsay XYS4HG Date: 2018.04.03 17:12:36 -07'00'
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I, Lynn Ramsay, Q.C., declare that:

I have in my possession a copy of a certificate of good standing issued by the appropriate governmental authority responsible for issuing such certificates.

The details of the certificate are shown in the attached image of the certificate.

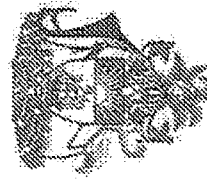
I make this declaration and know it to be true based on personal information/reasonable belief.

Dated April 3, 2018

Lynn Ramsay, Q.C.

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.



COMMONWEALTH OF THE BAHAMAS
THE INTERNATIONAL BUSINESS COMPANIES ACT 2000
(No. 45 of 2000)

IBC 08

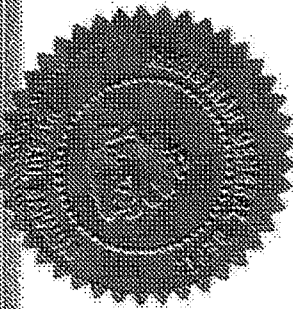
CERTIFICATE OF GOOD STANDING

(Section 19)

No. 156248 B MOUNTAIN ADVENTURE LTD.

I, DEIRDRE A. CLARKE-MAYCOCK, Acting Registrar General of the Commonwealth of The Bahamas, DO
HEREBY CERTIFY:

1. The above Company was duly incorporated under the provisions of the International Business Companies Act 2000, (No. 45 of 2000) on the 23rd day of February 2009 as Company No. 156248 on the Register of International Business Companies.
2. The name of the Company is still on the Register of International Business Companies and the Company has paid all fees, license fees and penalties due and payable under the provisions of Sections 176 and 177 of the said Act.
3. The Company has not submitted to me Articles of Merger or Consolidation that have not yet been effective.
4. The Company has not submitted to me Articles of Arrangement that has not yet become effective.
5. The Company is not in the process of being wound up and dissolved.
6. No proceedings have been instituted to strike the name of the Company off the said Register.
7. In so far as is evidenced by the documents filed with this Office, the Company is in good legal standing.



Given under my hand and seal at Nassau in the Commonwealth
of The Bahamas this 30th day of January, 2018

Acting Registrar General