

KAMLOOPS LAND TITLE OFFICE

Mar-02-2018 14:38:52.001

CA6659688

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 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.

James Douglas Flannigan 63B1AK
Digitally signed by James Douglas Flannigan 63B1AK
DN: cn=CA, ou=James Douglas Flannigan 63B1AK,
e=Lawyer.ou=Verily ID at www.scribit.com/LKUP.cfm?
id=63B1AK
Date: 2018.03.02 14:35:35 -0800

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

FH&P LAWYERS LLP
Barristers and Solicitors
400 - 275 Lawrence Avenue
Kelowna BC V1Y 6L2
Document Fees: \$71.58

Telephone: (250) 762-4222
File: DF/01483-77805
LTO Client: 10343

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES [ ]

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Equitable Charge

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

(a) [ ] Filed Standard Charge Terms D.F. No. (b) [checked] 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):

MELCOR LAKESIDE INC. (INCORPORATION NO. A0065181)

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

MELCOR DEVELOPMENTS LTD.

900 - 10310 JASPER AVENUE
EDMONTON T5J 1Y8

ALBERTA
CANADA

Incorporation No
A0017861

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)

James Douglas Flannigan
Barrister & Solicitor
400 - 275 Lawrence Avenue
Kelowna, BC V1Y 6L2

\*\*as to the signature of Andrew Bruce\*\*

Table with 3 columns: Y, M, D. Row 1: 18, 03, 02. Row 2: 18, 03, 02.

Transferor(s) Signature(s)

MELCOR LAKESIDE INC. by its
authorized signatory(ies)

Karen Albarda

Andrew Bruce

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\_V24

**LAND TITLE ACT  
FORM E****SCHEDULE**

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## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES 

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-372-712	LOT 1, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-721	LOT 2, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-739	LOT 3, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-747	LOT 4, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-755	LOT 5, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-763	LOT 6, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-771	LOT 7, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-780	LOT 8, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-798	LOT 9, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-895	LOT 10, SECTION 24, TOWNSHIP 26 AND SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-909	LOT 11, SECTION 24, TOWNSHIP 26 AND SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-801	LOT 12, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-810	LOT 13, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-828	LOT 14, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-836	LOT 15, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-844	LOT 16, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-852	LOT 17, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-861	LOT 18, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-879	LOT 19, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-917	LOT 20, SECTION 24, TOWNSHIP 26 AND SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-925	LOT 21, SECTION 24, TOWNSHIP 26 AND SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803
030-372-887	LOT 22, SECTION 19, TOWNSHIP 27, ODYD, PLAN EPP75803

## TERMS OF INSTRUMENT – PART 2

**EQUITABLE CHARGE**

This Agreement is made

BETWEEN:

**MELCOR LAKESIDE INC.**

(Extra Provincial Registration No. A0065181)

#900 - 10310 Jasper Avenue, Edmonton, Alberta T5J 1Y8

(the "Transferor")

AND:

**MELCOR DEVELOPMENTS LTD.**

(Extra Provincial Registration No. A0017861)

#900 - 10310 Jasper Avenue, Edmonton, Alberta T5J 1Y8

(the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner, in fee simple, of all and singular those certain parcels or tracts of land situate, lying and being in the City of Kelowna, Province of British Columbia, legally described in Item 2 of the Form C (Parcel Identifier and Legal Description of Land, to which these terms are attached and forms a part (individually the "Lot", or collectively the "Lands").
  
- B. The Transferor is developing its lands in the Black Mountain area, Kelowna, British Columbia, from which inter alia the Lands have been created, comprising:
  - i. to date, in excess of 230 residential lots created by plans KAP81891, KAP82430, KAP87742, EPP12261, EPP20624, EPP21338, EPP42924, EPP44770, EPP45757, EPP56237, EPP59016, EPP62603, EPP75803, KAS3654, EPS1697, EPS2574, and EPS2844;
  - ii. a golf course (Lot 1, Plan KAP89681 and Lot 53, Plan KAP87742, all of Section 19, Township 27, ODYD); and
  - iii. for future development:
    - a. Lot B, Section 19, Township 27, ODYD, Plan KAP80286 except Plans KAP81890, KAP81891, KAP87003, KAP87742, KAP89681, EPP12261, EPP45757, EPP59016 and EPP75803, and

- b. Lot 23, Section 24, Township 26 and Section 19, Township 27, ODYD, Plan EPP75803

hereinafter collectively referred to as the "Development".

- C. To enhance the Development the Transferee will be constructing or installing and maintaining entry features within the Development, including but not limited to landscaping, fences, walls, signs, park and green spaces ("Entry Features") the cost of which is to be borne by the Transferor.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged), the parties hereto do hereby covenant and agree as follows:

1. The Transferee pursuant to this Agreement will install and construct in its absolute discretion the Entry Features, to create an attractive entrance appearance to the Lands and the Development, and to maintain the Entry Features to a first class standard.
2. The Entry Features are for the benefit of the Transferor and the cost of installation, construction, maintenance and repair of the Entry Features will be payable by the Transferor to the Transferee annually on a pro rated basis. The total annual cost of the maintenance and repairs of the Entry Features for a calendar year will be divided by the number of residential lots within the Development during that calendar year to determine the annual charge per lot; Provided however that the annual charge shall not exceed the sum of \$170.00 per lot, subject to any equivalent annual increase to the Consumer Price Index after 2013. The increase to the annual charge will be an amount equal to the percentage increase in the "All Items" cost of living index for Kelowna (or if there is no index for Kelowna, then for the Province of British Columbia) published by Statistics Canada for the previous year.
3. The Transferee will invoice the Transferor on an annual basis at the end of the month of December, based upon the costs incurred and services provided by the Transferee for the construction, installation, maintenance and repair of the Entry Features during that calendar year, and to administer this Agreement.
4. The annual charges are due and payable by the Transferor to the Transferee 30 days after the date of invoice. Interest at the rate of 18% per annum will accrue and be charged on any overdue unpaid charges.
5. The Transferor hereby grants the Transferee an equitable charge over the Lands for the full payment of all amounts which may at any time and from time to time become owing by the Transferor to the Transferee as set out herein, together with any costs as described in paragraph 7. Non payment shall be deemed an event of default, and thereupon this equitable charge may be enforced by the Transferee by way of an appointment of a receiver, with or without Court order, or by sale of the Lot by way of an application to the Supreme Court of British Columbia for an order for sale of the Lot to satisfy the amount outstanding, or both.

6. All invoices, notices or demands to the Transferor shall be delivered or mailed to the current registered owner of the Lot at such owner's address as shown on title to the Lot in the Kamloops Land Title Office, and shall be deemed to be delivered on the third day following posting.
7. In any action to enforce this equitable charge, the Transferee shall be entitled to court costs on a solicitor and own client basis.
8. The Transferee may assign its rights under this Agreement to any purchaser of the golf course development located on Lot 1, Plan KAP89681 and Lot 53, Plan KAP87742, both of Section 19, Township 27, ODYD, or to any other third party as approved by the Transferee, and upon such assignment the liability, rights and obligations of the Transferee hereunder shall be at an end.
9. The charge and agreements in favour of the Transferee herein contained shall run with the Lands and shall be perpetual and binding upon the registered owner or owners thereof from time to time, and each and every part to which the Lot may be subdivided, whether by subdivision plan, strata plan or otherwise.
10. Notwithstanding anything else herein contained to the contrary, it is understood and agreed that the terms, covenants and agreements herein contained shall only be personal and binding upon the Transferor with respect to any Lot (being a part of the Lands), only for so long and such time as the Transferor is the owner of any such Lot. For greater certainty, neither the Transferor named in this Agreement, nor any future owner(s) from time to time of any Lot (being a part of the Lands), shall be liable under any of the terms, covenants and agreements contained in this Agreement with respect to such Lot, where such liability arises by reason of an act or omission occurring after the Transferor named in this Agreement, or any future owner(s), ceases to have an ownership interest in such Lot.
11. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
12. This Agreement will be interpreted according to the laws of the Province of British Columbia.
13. This Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.