



1. Application

Ben Ramsden, Carvello Law Corporation
203 - 1005 Broad Street
Victoria BC V8W 2A1
(250) 590-7230

2. Description of Land

PID/Plan Number	Legal Description
030-850-428	LOT A SECTION 11 ESQUIMALT DISTRICT PLAN EPP77112

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA5828218	Modification of Covenant
PRIORITY AGREEMENT		Granting Modification herein priority over Mortgage CA7941840 and Assignment of Rents CA7941841.
PRIORITY AGREEMENT		Granting Modification herein priority over Mortgage CA7941844 and Assignment of Rents CA7941845.
PRIORITY AGREEMENT		Granting Modification herein priority over Mortgage CA9542083 and Assignment of Rents CA9542084.

4. Terms

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

5. Transferor(s)

TENFOLD PROJECTS INC., NO.BC1040336
FIRST NATIONAL FINANCIAL GP CORPORATION, NO.A0067816
INTACT INSURANCE COMPANY, NO.A0117624
KINGSETT MORTGAGE CORPORATION, NO.A0081500

6. Transferee(s)

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
ESQUIMALT BC V9A 3P1

7. Additional or Modified Terms

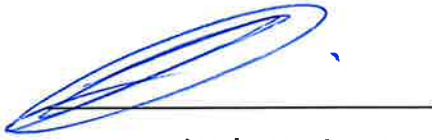
8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)



Laylee Rohani
Barrister – Solicitor – Notary Public
7th Floor, 1175 Douglas Street
Victoria BC V8W 2E1

YYYY-MM-DD
2022-01-24

TENFOLD PROJECTS INC.
By their Authorized Signatory

Name: **DAVID PRICE**



Name: **M.W. (MAX) TOMASZEWSKI**
DIRECTOR

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 Signature(s)

YYYY-MM-DD

**CORPORATION OF THE TOWNSHIP
OF ESQUIMALT**
By their Authorized Signatory

Name: _____

Name: _____

Officer Certification

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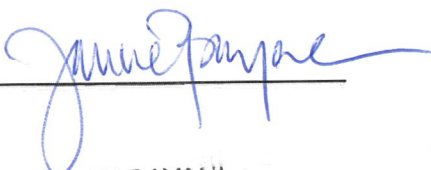


Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)



YYYY-MM-DD
2022-07-10

FIRST NATIONAL FINANCIAL GP CORPORATION

By their Authorized Signatory



Name: Dave Morrison
Assistant VP

JANICE BAYANI
Lawyer and Notary Public
in and for the Province of Ontario
First National Financial LP
1900-16 York Street
Toronto, Ontario M5J 0E6

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

INTACT INSURANCE COMPANY

By their Authorized Signatory

Name:

Name:

Officer Certification

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Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD

**FIRST NATIONAL FINANCIAL GP
CORPORATION**

By their Authorized Signatory

Name:

Name:

Officer Certification

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Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD

2021-03-03

See affidavit of execution

INTACT INSURANCE COMPANY

By their Authorized Signatory

Name:

Sheriar Irani
Manager, Developer Surety

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
Charge
General Instrument – Part 1

Witnessing Officer Signature

David Vernon
Chief Legal Officer
and ESG Lead

Notary Public in the
Province of Ontario
40 King Street West, Suite 3700
Toronto, Ontario M5H 3Y2

(as to both signatures)

Execution Date

YYY-MM-DD

2022-01-31

Transferor Signature(s)

**KINGSETT MORTGAGE
CORPORATION**
By their Authorized Signatory

Name: **Tanya Lee**
Executive Director,
Mortgage Operations

Name: **Bryan Salazar**
Managing Director
Mortgage Underwriting
and Funding

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*, R.S.B.C. 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.

TERMS OF INSTRUMENT - PART 2

RECITALS:

- A. The Transferor (the “**Transferor**”, or the “**Owner**”) is the registered owner in fee-simple of those lands created from the parent parcel having a civic address of 474 Head Street, more particularly described in Item #2 of Form C, in the Township of Esquimalt in the Province of British Columbia, namely:
- PID: 030-850-428 Lot A Section 11 Esquimalt District Plan EPP77112
- (the “**Lands**”).
- B. The Transferee is the Township of Esquimalt (the “**Township**”).
- C. Acknowledging that it is in the public interest that the development and use of the Lands be limited, and as a condition of rezoning the Lands to facilitate the subdivision and the development of the Lands for the construction of mixed use, commercial and residential buildings on the Lands (the “**Development**”), the previous owner of the Lands granted a Covenant and Indemnity to the Township in February of 2017, in accordance with section 219 of the *Land Title Act*, registered February 20, 2017 against the parent parcels of the Lands that were subsequently consolidated to create the Lands, under charge number CA5828218 (the “**Development Covenant**”)
- D. The Owner has requested a relaxation of the parking requirements of the Development Covenant from a requirement for forty-six (46) commercial and residential guest parking stalls to a requirement for forty-four (44) commercial and residential guest parking stalls, by removing the four (4) long-term residential visitor parking spaces that are titled “RG – Long Term Residential Guest Stalls” in the Development Covenant from the parking requirements, and by adding a requirement for an additional two (2) residential visitor parking spaces which are titled “RG- Residential Guest Stalls” in the Development Covenant.
- E. As a result of changes to the parking plans for the Development, the Owner has requested amendments to the Development Covenant, and the parties have agreed to amend the Development Covenant as set out in this Agreement (the “**Modification**”).
- F. Section 219 of the *Land Title Act* gives authority for a covenant and indemnity, whether of a negative or positive nature, to be registered against the Lands and granted in favour of the Township with provisions:
- in respect of the use of land or the use of a building on or to be erected on land;
 - that land is to be built on in accordance with the covenant;
 - that land is not to be built on or subdivided except in accordance with the covenant;
 - that land is not to be used, built on or subdivided; and
 - that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

NOW THEREFORE in consideration of the payment of the sum of \$10.00 by the Township to the Owner (receipt and sufficiency acknowledged), the mutual covenants and agreements contained in this Modification agreement, and for other good and valuable consideration, the parties covenant and agree as to the following, including under Section 219 of the *Land Title Act*:

1. The Owner and the Township agree that the Development Covenant is hereby modified as follows:
 - (a) Adding the following words at the end of Subsection 1(c): *“, as amended and revised by the sketch plans prepared by Christine Lintott Architects and stamped “Received” by the Township on August 11, 2021, reduced copies of which are attached as Schedule “C.1” ”;*
 - (b) Replacing the word and number *“Sixteen (16)”* with the word and number *“Eighteen (18)”* in Subsection 8(a);
 - (c) Deleting Subsection 8(c) in its entirety;
 - (d) Replacing the number *“73”* with the number *“77”* in Section 8; and
 - (e) Appending the attached revised parking plans as Schedule *“C.1”* to the Development Covenant.
2. This Modification is an amendment to the Development Covenant, which the parties agree is ratified, approved and confirmed in each and every respect. Unless specifically amended by this Modification, all of the terms and conditions of the Development Covenant remain in full force, unamended.
3. The Owner covenants and agrees to indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the Township or which the Township incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of the Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
4. The Owner releases and forever discharges the Township of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Owner can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
5. The release and indemnity provisions of this Modification survive its termination.
6. At the Transferor's sole cost, the Transferor must do everything necessary to secure priority of registration and interest for this Modification over all encumbrances of a financial nature.

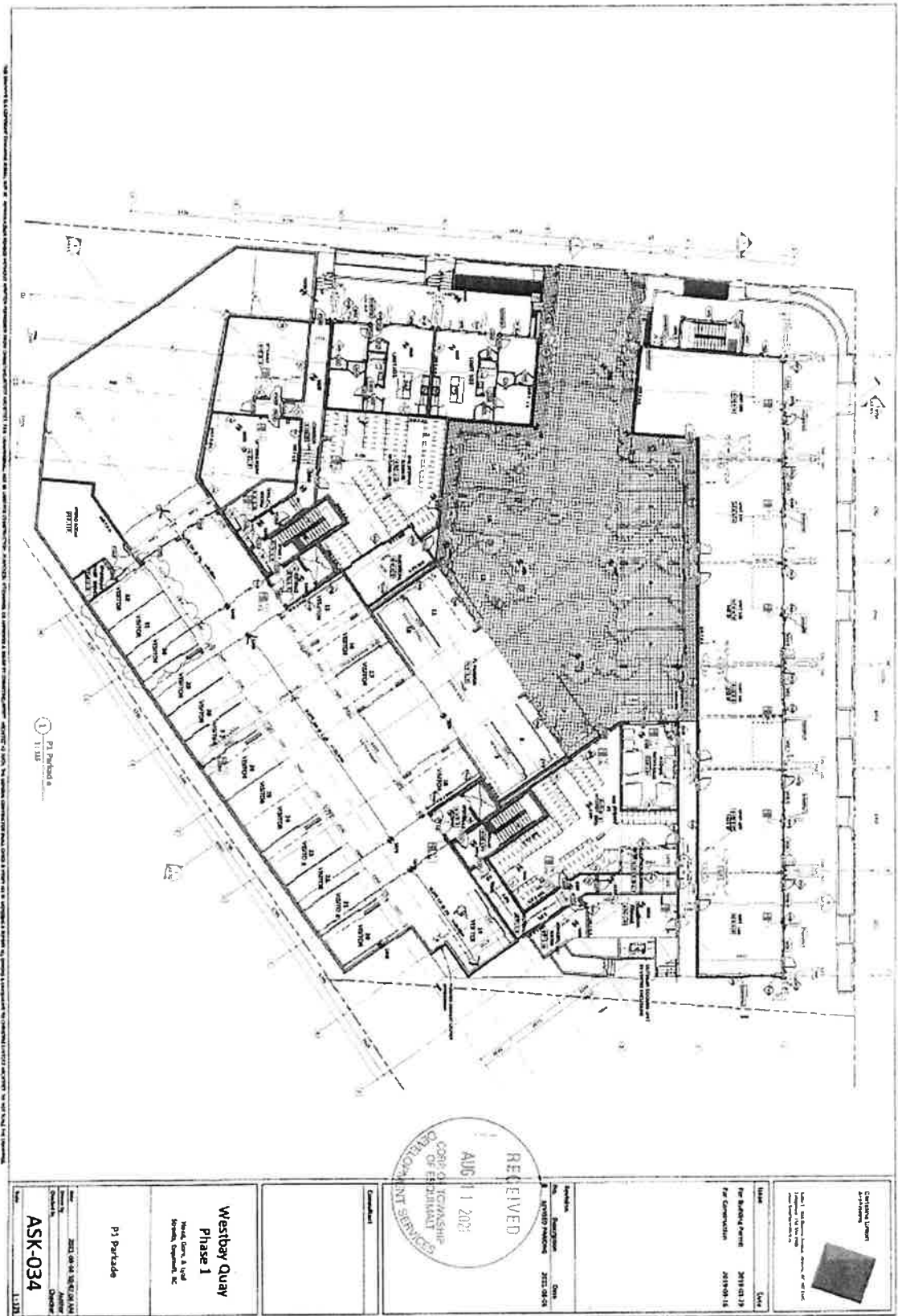
7. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Modification.
8. The Transferor agrees to pay the legal fees and land title office costs of the Township in connection with the preparation and registration of this Modification.
9. The parties are agreed that the General Provisions (Sections 27 – 35) of the Covenant apply equally to this Modification.

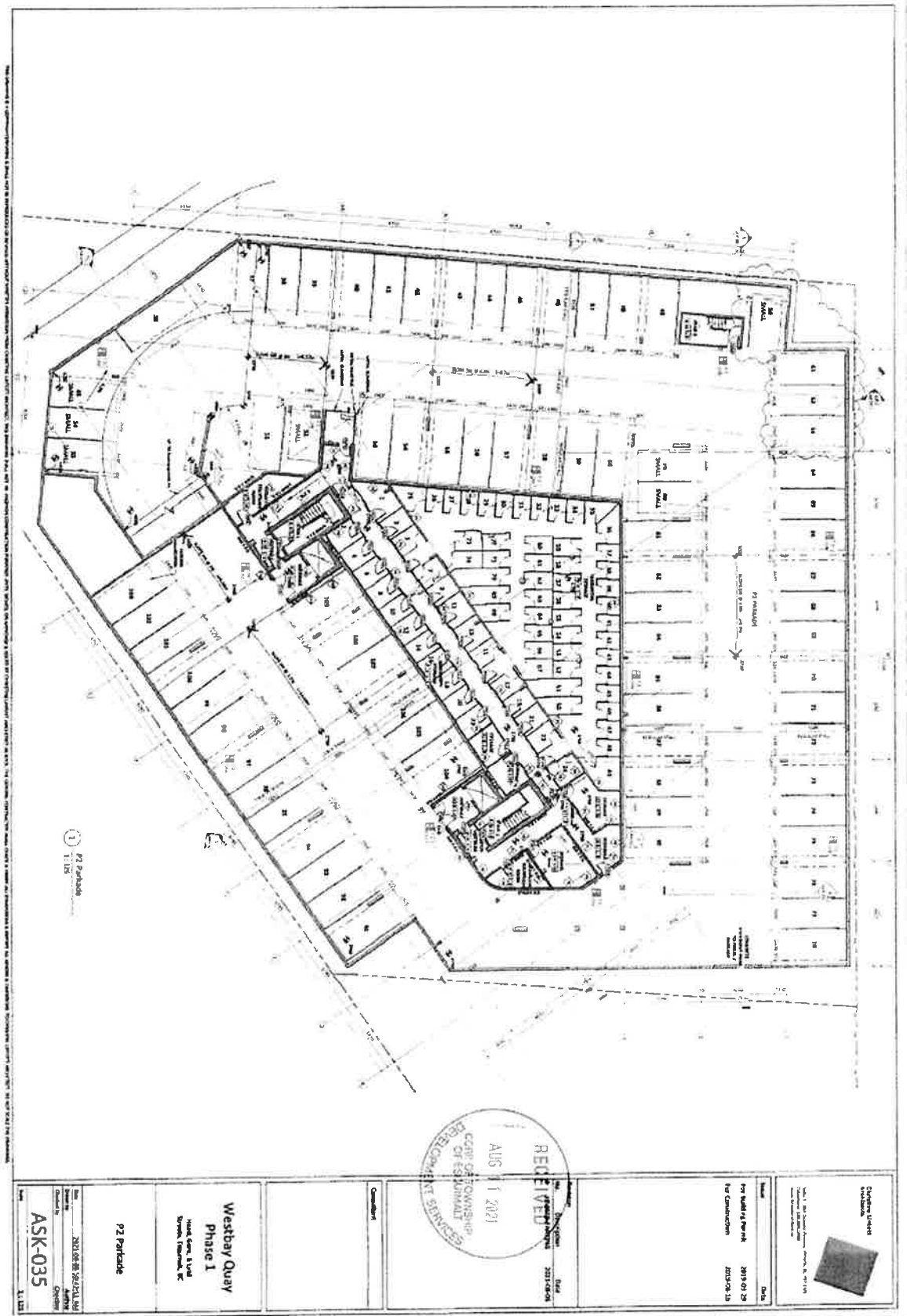
Priority Agreements

10. FIRST NATIONAL FINANCIAL GP CORPORATION, Inc. No. A0067816 (“**FN**”), the registered holder of charges by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. CA7941840 and CA7941841 (the “**FN Charges**”), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to FN (receipt and sufficiency acknowledged), that the Agreement shall be an encumbrance upon the Lands in priority to the FN Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the FN Charges.
11. INTACT INSURANCE COMPANY, Inc. No. A0117624 (“**INTACT**”), the registered holders of charges by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. CA7941844 and CA7941845 (the “**INTACT Charges**”), agree with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to INTACT (receipt and sufficiency acknowledged), that the Agreement shall be an encumbrance upon the Lands in priority to the INTACT Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the INTACT Charges.
12. KINGSETT MORTGAGE CORPORATION, Inc. No. A0081500 (“**KINGSETT**”), the registered holder of charges by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. CA9542083 and CA9542084 (the “**KINGSETT Charges**”), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to KINGSETT (receipt and sufficiency acknowledged), that the Agreement shall be an encumbrance upon the Lands in priority to the KINGSETT Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the KINGSETT Charges.

The Owner and Township acknowledge that this Modification has been duly executed and delivered by the parties executing the Form C attached to, and forming part of, this Agreement.

SCHEDULE "C.1" - REVISED PARKING PLANS



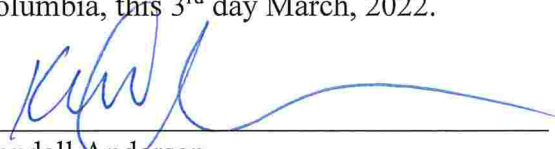


AFFIDAVIT OF EXECUTION

I, CHERIE L.W. MAH, of 1200 – 200 Burrard St., Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with Borden Ladner Gervais LLP, solicitors for Intact Insurance Company (the “**Transferor**”), am 16 years of age or older, and I have personal knowledge that the person who executed the Form C Charge with respect to the Priority Agreement granting priority over the Modification of Covenant in favour of Corporation of the Township of Esquimalt priority over Mortgage No. CA7941840 and Assignment of Rents No. CA7941841 to be registered against PID: 030-850-428 Lot A Section 11 Esquimalt District Plan EPP77112 (the “**Instrument**”) for the Transferor was authorized to do so by the Transferor.
2. The Transferor existed at the time the Instrument was executed and is legally entitled to hold and dispose of land, or an interest in land, in British Columbia.
3. The signature of the authorized signatory for the Transferor was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c.250, because it is medically unsafe to meet with the authorized signatory of the Transferor in person due to COVID-19.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 3rd day March, 2022.)



Kendall Andersen
Barrister and Solicitor
1200 – 200 Burrard Street
Vancouver, BC V7X 1T2



CHERIE L.W. MAH