

NOTICE OF REGISTRATION

Date of Issue: March 1, 2024
Submitter's Name: Ben Ramsden
File Reference: 124133

The following application(s) have now reached final status:

COVENANT	CB1178111	REGISTERED
PRIORITY AGREEMENT	CB1178112	REGISTERED
PRIORITY AGREEMENT	CB1178113	REGISTERED
PRIORITY AGREEMENT	CB1178114	REGISTERED
PRIORITY AGREEMENT	CB1178115	REGISTERED
PRIORITY AGREEMENT	CB1178116	REGISTERED

Product support is available online at <https://help.ltsa.ca>. You can also call the Customer Service Centre for land title and survey practice matters, or Technical Support for all registry and product questions at 604-630-9630 or toll free at 1-877-577-LTSA (5872). Non-urgent support requests can be submitted online at <https://ltsa.ca/contact-us-0>.



1. Application

Document Fees: \$469.02

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
004-801-849	LOT 5, BLOCK 6, SECTION 10, ESQUIMALT DISTRICT, PLAN 2546
004-312-821	LOT 2 SECTION 10 ESQUIMALT DISTRICT PLAN 7433
006-323-987	LOT 14, BLOCK 6, SECTION 10, ESQUIMALT DISTRICT, PLAN 2546
006-337-953	AMENDED LOT 8 (DD 212980-I), BLOCK 6, SECTION 10, ESQUIMALT DISTRICT, PLAN 2546
004-243-307	LOT A, SECTION 10, ESQUIMALT DISTRICT, PLAN 14648

3. Nature of Interest

Type	Number	Additional Information
COVENANT		s.219
PRIORITY AGREEMENT		Granting Covenant herein priority over Mortgage CB579788 and Assignment of Rents CB579789
PRIORITY AGREEMENT		Granting Covenant herein priority over Mortgage CA7900183 and Assignment of Rents CA7900184
PRIORITY AGREEMENT		Granting Covenant herein priority over Mortgage CB90074 and Assignment of Rents CB90075
PRIORITY AGREEMENT		Granting Covenant herein priority over Mortgage CA8476043 and Assignment of Rents CA8476044
PRIORITY AGREEMENT		Granting Covenant herein priority over Mortgage CB409330 and Assignment of Rents CB409331

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

LIDA DEVELOPMENTS INC., NO.BC1210238

FIRST WEST CREDIT UNION (AS TO PRIORITY), NO.FI-156



6. Transferee(s)

TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
ESQUIMALT BC V9A 3P1

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)

Marianne Phyllis Pilon
Commissioner for Taking Affidavits
for British Columbia
1727 Jefferson Avenue
Victoria BC V8N 2B3

YYYY-MM-DD

2024-01-30

LIDA DEVELOPMENTS INC.
By their Authorized Signatory

Name: Terry Curtis Pearson

Maguire & Company
Phone: 250-370-0300
Expiry Date: February 28, 2025

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)

Susan Sidhu
Commissioner for Taking Affidavits
for British Columbia
19933 88th Ave
Langley BC V2Y 4K5

YYYY-MM-DD

2024-02-21

FIRST WEST CREDIT UNION
By their Authorized Signatory

Name: Susan Coulson - VP, Credit
Operations, First West Credit Union

Expires Oct 31, 2024

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)

Jonah Ross
Commissioner for Taking Affidavits
for British Columbia
1229 Esquimalt Rd
Esquimalt BC V9A 3P1

YYYY-MM-DD

2024-02-23

TOWNSHIP OF ESQUIMALT
By their Authorized Signatory

Name: Barbara Desjardins, Mayor

Corporate Services Assistant
Corporation of the Township of Esquimalt
Expiry: July 31, 2026
As to both signatures

Name: Debra Hopkins, Corporate
Officer

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.

Benjamin Philip
Ramsden EJS3H8

Digitally signed by
Benjamin Philip Ramsden
EJS3H8
Date: 2024-02-23
16:35:42 -08:00

TERMS OF INSTRUMENT - PART 2

RECITALS:

- A. The Transferor (the "**Owner**") is the registered owner in fee-simple of the following lands, more particularly described in Item #2 of Form C, in the Township of Esquimalt in the Province of British Columbia, namely:
- | | |
|-------------|--|
| 004-243-307 | Lot A, Section 10, Esquimalt District, Plan 14648 (Civic Address: 863 Tillicum Road) |
| 006-337-953 | Amended Lot 8 (DD 212980-I), Block 6, Section 10, Esquimalt District, Plan 2546 (Civic Address: 879 Tillicum Road) |
| 004-312-821 | Lot 2, Section 10, Esquimalt District, Plan 7433 (Civic Address: 885 Tillicum Road) |
| 004-801-849 | Lot 5, Block 6, Section 10, Esquimalt District, Plan 2546 (Civic Address: 887 Tillicum Road) |
| 006-323-987 | Lot 14, Block 6, Section 10, Esquimalt District, Plan 2546 (Civic Address: 884 Lampson Street) |
- (collectively, the "**Lands**").
- B. The Transferee is the Township of Esquimalt ("**Transferee**" or "**Township**")
- C. The Owner has submitted an application to the Township to rezone the Lands to Comprehensive Development District No. 155 (884 Lampson St) CD No. 155 further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 3098 (the "**Amendment Bylaw**") to authorize the development of one (1) multiple family residential six (6) storey building on the Lands, including a maximum of One Hundred and Nineteen (119) residential dwelling units (the "**Dwelling Units**"), and a minimum of One Hundred and Ten (110) parking spaces including an indoor parking garage and minimum of Twelve (12) permanent visitor parking spaces (collectively, the "**Development**"), and acknowledging that the amenities and restrictions contained herein are in the public interest the Owner has offered and voluntarily provided this Section 219 Covenant to the Township, and the Township has accepted this covenant and required its registration as a condition of the Amendment Bylaw (the "**Agreement**").
- D. 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 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 Township agree that this Agreement shall be interpreted in accordance with the definitions in the Township's Zoning Bylaw, as amended from time to time.

Restrictions and Requirements – Consolidation

2. Notwithstanding broader or greater uses, density, or other regulations in the Zoning Bylaw, the Owner covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon, altered, or used for any use (other than continuation of the uses lawful and lawfully established at the time of this Agreement), until the Owner has, at its sole cost, consolidated the Five (5) parcels that comprise the Lands as one (the “**Consolidation**”).
3. The Owner further covenants and agrees that the Five (5) parcels that comprise the Lands must not be sold or otherwise transferred separately.

Restrictions and Requirements – At Least Five Three-Bedroom Units

4. The Owner covenants and agrees that the Lands must not be built upon, used or continue to be used unless the Development has been designed and constructed to include, and continues to include, a minimum of Five (5) Three (3)-bedroom Dwelling Units.

Restrictions and Requirements – Car Share Services

5. The Owner covenants and agrees:
 - (a) in this section, the following terms have the following meanings:
 - (i) “**Shared Vehicle Service Agreement**” means the agreement between the Owner and the Shared Vehicle Organization which sets out the terms by which the Shared Vehicle Organization will provide a Shared Vehicle Service to the occupants of the Development;
 - (ii) “**Shared Vehicle Organization**” means an entity whose principal business objective is to provide its members with a Shared Vehicle Service;
 - (iii) “**Shared Vehicle Service**” means the provision, for a fee, of a car-sharing service by which such members have self-serve access to a fleet of shared vehicles which they may reserve for use on an hourly or other basis;
 - (b) at its expense, to enter into and maintain a Shared Vehicle Service Agreement with a Shared Vehicle Organization for the provision of a Shared Vehicle Service to each residential household in the Development;
 - (c) the Owner further covenants and agrees to pay or cover the cost of memberships (each a “**Membership**”) with the Shared Vehicle Organization, in accordance with the following:

- (i) only residents of the Dwelling Units will be entitled to a Membership, with a maximum of one Membership available to each Dwelling Unit;
 - (ii) the Owner will be required to pay or cover the cost of up to Sixty-Seven (67) Memberships in perpetuity;
 - (iii) subject to Section 5(c)(ii), to provide a Membership to those occupants who desire to be part of the Shared Vehicle Organization within 30 days of:
 - (1) the occupant entering into a residential tenancy agreement with the Owner, or
 - (2) title to an individual strata lot transferring to a purchaser who acquired their interest from the developer of the Lands;
 it being acknowledged by the parties that not every occupant of a Dwelling Unit in the Development may desire to be part of a Shared Vehicle Organization; and
 - (iv) the Membership may be in the form of an actual Membership with the Shared Vehicle Organization entered into by the Owner and assigned to the occupant.
6. The Owner covenants and agrees to obtain the written approval of the Township's Director of Development Services for:
- (a) any change in the Shared Vehicle Organization, and
 - (b) any Shared Vehicle Service agreement made between the Owner and any Shared Vehicle Organization.

Restrictions and Requirements – Parking

7. The Owner covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon or used unless the Owner has provided, at its sole cost, and continues to provide, in accordance with all of the following conditions (in addition to, and not in relief of, the Township's bylaws and development approvals):
- (a) a minimum of Twelve (12) vehicular parking spaces on the Lands located outside of the security gate installed on that Lands that are and remain in perpetuity exclusively for the use of "Visitors" to the Development, and that are signed or labelled accordingly (the "**Visitor Spaces**"); and
 - (b) One (1) vehicular parking space and facilities situated outside of the security gate installed on the Lands that is, and remains, for the exclusive use of the Shared Vehicle Service (the "**Car Share Space**").
8. The Owner further covenants and agrees, without limiting the above, that:
- (a) the Owner must not divest or allocate the Visitor Spaces or the Car Share Space, in a manner that would allow them to be assigned or reserved for the exclusive use of any of the dwelling units, occupants or owners, or otherwise sold, leased, or licenced separately, and the Owner further acknowledges and agrees that these restrictions and requirements are also intended to prevent any lease or licence of a parking space where that lease or licence causes inconsistency with the terms of

this Agreement; and

- (b) the occupants of the Dwelling Units must only park on the Lands in parking stalls specifically designated for residents' parking and not in the Visitor Spaces or the Car Share Space.

Restrictions and Requirements – Seven (7) Electric Bicycles

- 9. The Owner covenants and agrees that the Lands must not be occupied, used, or continue to be used unless the Owner, including the strata corporation if the Development is stratified pursuant to the *Strata Property Act*, provides, and continues to provide and maintain as amenities for the use of the occupants of each of the Dwelling Units, a minimum of Seven (7) electric bicycles, being a bicycle that has an integrated electric motor which can be used for propulsion (the "**Amenity Electric Bicycles**").
- 10. For certainty, the Owner acknowledges and agrees that the Amenity Electric Bicycles are not personal to the occupants and may not be taken by them when they move or be stored within their Dwelling Units, but rather are the property of the Owner to be stored in seven of the 65 Indoor Electric Bicycle Stalls and used by whomever occupies the Dwelling Units at any given time through implementation by the Owner, including the strata corporation if the Development is stratified pursuant to the *Strata Property Act*, of a bicycle-share program for the Amenity Electric Bicycles.

Restrictions and Requirements – Bicycle Parking

- 11. The Owner further covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon or used unless the Owner has provided, at its sole cost, and continues to provide, in accordance with all of the following conditions (in addition to, and not in relief of, the Township's bylaws and development approvals), a minimum of One Hundred and Twenty-Nine (129) secure indoor bicycle stalls, each capable of storing at least One (1) bicycle, with electrical charging provided for at least Sixty-Five (65) of the bicycle stalls through provision of accessible 120V Level 1 electric outlets that are available and dedicated to charging electric bicycles (the "**65 Indoor Electric Bicycle Stalls**").

Restrictions and Requirements – Amenity Spaces

- 12. The Owner covenants and agrees that the Lands must not be built upon or used except with the Development that includes and maintains at least Two (2) indoor amenity spaces within the Development, including:
 - (a) an amenity flex space of at least Thirty-Seven square metres (37.0m²) in size that is and remains accessible to all occupants of the Dwelling Units (the "**Flex Space**"); and
 - (b) an amenity space for use as a fitness room of at least Seventy-Six square metres (76.0m²) in size that is and remains accessible to all occupants of the Dwelling Units (the "**Fitness Room**").
- 13. The Owner further covenants and agrees that the Flex Space and Fitness Room must not be used for storage of materials, equipment or other items as a principal use.

Restrictions and Requirements – Step 3 of BC Energy Step Code

- 14. The Owner covenants and agrees that the Lands must not be built upon, except with buildings that meet or exceed the standards and requirements of Step 3 of the BC Energy

Step Code and the Township's Bylaws.

15. For greater certainty, the restrictions and requirements of Section 12 of this Agreement are intended to supplement, not replace or override, Township Bylaws and Building Code requirements.

Restrictions and Requirements – Contribution to Inflow and Infiltration Reduction

16. The Owner covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon or used unless and until the Owner has provided to the Township, in a form and manner directed by the Township in accordance with all relevant Township procedures and policies, a cash contribution of at least One Hundred and Four Thousand Dollars (\$104,000.00) as a contribution for reduction of rain and ground water inflow and infiltration into the sanitary sewer system.

Restrictions and Requirements – Relocation of Sewer Mains and Drain Mains

17. The Owner covenants and agrees that the Owner will be solely responsible for all design, construction, registration and other costs and work related to relocation of sewer mains and drain mains, to facilitate construction of the Development within the existing Rights of Way on the Lands, and the Owner further covenants and agrees that all such work to relocate existing sewer mains and drain mains must be to the satisfaction of the Director of Engineering and Public Works.

Restrictions and Requirements – Statutory Right of Way for Boulevard Improvements

18. The Owner covenants and agrees that the Lands must not be subdivided (including under the *Strata Property Act*), built upon, used or continue to be used, unless the Owner has provided, at its sole cost, and continues to provide, in a form and with content that is at the sole discretion of the Township, a perpetual statutory right of way granted in favour of the Township pursuant to section 218 of the *Land Title Act* and associated *Land Title Act* section 219 covenant and indemnity, on the Township's standard terms for the purpose of providing a public sidewalk including future boulevard improvements, over the entire length of the 0.5 metre wide portion of the Lands located parallel and immediately adjacent to Tillicum Road (the "**Road**").

Indemnity and Release

19. 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 and death, 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.
20. 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 and anyone, including third parties, can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss and death, 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.
21. Without limiting the above release and indemnity, the Owner acknowledges that this

Agreement may be interpreted to contain conditions, restrictions, requirements, benefits or gifts that may not be specifically identified or required by bylaw. The Owner hereby expresses its intention to be solely responsible for the costs resulting from satisfying the conditions of this Agreement, and to donate any contribution to the Township as a gift without any expectation of credit, payment or reward of any kind. The Owner further releases, waives and forever discharges the Township from and against any claims, actions, or causes of action, whether based in contract, tort or equity, for damages or losses, for the recovery of the contributions or costs incurred, including legal expenses, or for unjust enrichment, in connection with the provision of those contributions.

22. The release and indemnity provisions of this Agreement survive its termination.

Registration

23. The restrictions and requirements in this Agreement are covenants running with the Lands in favour of the Township and are intended to be perpetual, and shall continue to bind all of the Lands when subdivided. For greater certainty, future owners of the Lands, or portions thereof, shall be considered the Owner under this Agreement.
24. At the Owner's sole cost, the Owner must do everything necessary to secure priority of registration and interest for this Agreement over all encumbrances of a financial nature on the Lands.
25. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
26. The Owner agrees to pay the reasonable legal fees and land title office costs of the Township in connection with the preparation and registration of this Agreement.
27. The parties agree that this Agreement will be removed or discharged from title to the Lands, at the cost of the Owner, if the Township's Council does not adopt the Amendment Bylaw and the Owner has withdrawn or abandoned its applications for the Development.

General

28. The Owner covenants and agrees that the Township's Director of Development Services, may, but is not obligated to, inspect the Development, the sewer mains and drain mains, the vehicular parking spaces including the Visitor Spaces and the Car Share Space, the indoor bicycle stalls including the 65 Indoor Electric Bicycle Stalls, the Flex Space, the Fitness Room and such other matters addressed by this Agreement, and the Owner shall implement any reasonable measures identified by the Director of Development Services as a result of such inspection.
29. The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement, at its own sole cost and without compensation from the Township.
30. It is mutually understood, acknowledged and agreed by the parties that the Township has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
31. Nothing contained or implied in this Agreement:
 - (a) prejudices or affects the rights, powers or discretion of the Township in the exercise of its functions under any public or private statutes, bylaws, orders and

regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owner;

- (b) imposes 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; or
 - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
32. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*. Such modification or discharge may proceed without a public hearing, at the sole discretion of Township Council.
33. The Owner covenants and agrees that the Township may withhold development permits, building permits and other approvals related to the use, building or subdivision of land as necessary to ensure compliance with the covenants in this Agreement, and that the issuance of a permit or approval does not act as a representation or warranty by the Township that the covenants of this Agreement have been satisfied.
34. The Owner covenants and agrees that:
- (a) if the Township advises of a breach of this Agreement, as determined in its reasonable discretion, the Owner must promptly remedy that breach at its sole cost;
 - (b) if the Owner has not remedied the breach to the reasonable satisfaction of the Township within thirty (30) days of notice or other time longer period specified by the Township, the Township may, but is under no obligation to, remove or rectify the breach at the expense of the Owner without further notice; and
 - (c) any costs to the Township of such removal or rectification is a debt due from the Owner to the Township together with interest at a rate of 1% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and:
 - (i) the Owner shall pay such costs and interest to the Township forthwith upon demand; and
 - (ii) failing payment, the Township may add such costs to property taxes for the Lands.
35. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity. The Owner agrees that the Township is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach of this Agreement by the Owner.
36. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver is effective unless it is written and signed by both parties.
37. Whenever the plural, singular, masculine or neuter is used herein, the same shall be construed as including the plural, singular, feminine, body corporate or politic unless the

context requires otherwise.

38. 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.
39. The Owner acknowledges having been directed to obtain independent legal advice prior to executing this Agreement, and the Owner agrees and acknowledges that it has read and fully understands all of the terms and conditions of this Agreement and its impact on the Lands.
40. 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.
41. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

Priority Agreements

42. FIRST WEST CREDIT UNION, Inc. No. FI-156 (the "**Chargeholder**"), the registered holder of charges by way of MORTGAGES and ASSIGNMENTS OF RENTS against the Lands, respectively registered under No. CB579788, No. CB579789, No. CA7900183, No. CA7900184, No. CB90074, No. CB90075, No. CA8476043, No. CA8476044, No. CB409330, and No. CB409331 (collectively, the "**Charges**"), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement shall be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charges.

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