

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 16 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Sarah W. Jones, **CLARK WILSON LLP**, Barristers & Solicitors, 800 – 885 West Georgia Street, Vancouver, B.C.,
V6C 3H1, Phone: (604)687-5700; LTO Client No. 10153; File No. 34566-0001

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
SEE SCHEDULE

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

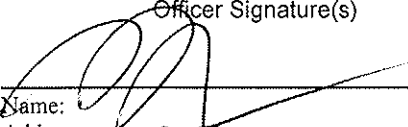
5. TRANSFEROR(S): *
THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 –
925 West Georgia St., Vancouver, B.C. V6C 3L2, **HSBC BANK CANADA**, a chartered bank of Canada, 200 –
885 West Georgia St., Vancouver, B.C. V6J 3G1 (as to priority only), and **LEEDA DEVELOPMENTS
CORP.**, (Inc. No. 460105), 102 – 1688 West Broadway, Vancouver, B.C. V6J 1X6 (as to priority only)

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

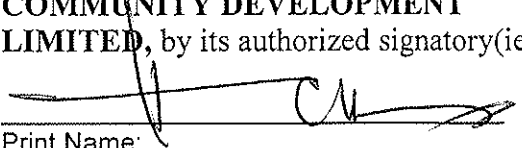
7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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.

Execution Date

Officer Signature(s)

Name: _____
Address: **SARAH W. JONES**
Barrister & Solicitor
Occupation: **CLARK WILSON LLP**
800 - 885 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3H1
(as to both signatories) Telephone: (604) 687-5700

Y	M	D
09	12	1

Party(ies) Signature(s)
**THE CAPE ON BOWEN
COMMUNITY DEVELOPMENT
LIMITED**, by its authorized signatory(ies)

Print Name: _____
Don Ho
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.

* If space insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

Officer Signature(s)



Name:

Address:

Occupation:

WENDY CLARKE

COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
885 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3G1

Date Commission Expires July 31, 2012
(as to all signatures)

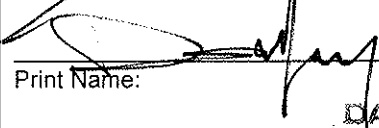
Execution Date

Y	M	D
09	12	09

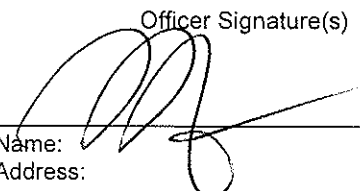
Transferor/Borrower/Party
Signature(s)

HSBC BANK CANADA, by its
authorized signatory(ies)

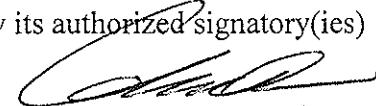

MICHAEL YEUNG
ASSISTANT VICE PRESIDENT
COMMERCIAL REAL ESTATE
Print Name:


Print Name:
DANIEL JAY
Officer
Commercial Real Estate

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 Signature(s)

Name: _____
Address: _____
Occupation: **SARAH W. JONES**
Barrister & Solicitor
CLARK WILSON LLP
800 - 885 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3H1
Telephone: (604) 687-5700

Execution Date		
Y	M	D
09	12	1

Transferor/Borrower/Party
Signature(s)
LEEDA DEVELOPMENTS CORP.,
by its authorized signatory(ies)

Print Name: **EDWIN LEE**

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.

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.

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

(PID) (LEGAL DESCRIPTION)

_____ Lot 21 District Lot 1548 Group 1 New Westminster District Plan
BCP _____

3. NATURE OF INTEREST:*	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(page and paragraph)	
Easement over Lot 21	Page 7, Section 1	Registered Owner of Lot 20 District Lot 1548 Group 1 New Westminster District Plan BCP _____
Section 219 Covenant	Page 11, Section 7.1	Bowen Island Municipality
Priority Agreement over Mortgage BW397586 and Assignment of Rents BW397587	Page 15	Bowen Island Municipality
Priority Agreement over Mortgage BW497014	Page 16	Bowen Island Municipality

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

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2 (as to Easement) and **BOWEN ISLAND MUNICIPALITY**, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0 (as to 219 Covenant and priority)

TERMS OF INSTRUMENT - PART 2

DRIVEWAY EASEMENT and SECTION 219 COVENANT

THIS AGREEMENT dated for reference the ____ day of _____, 2009.

AMONG:

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2

(the “Lot 21 Owner”)

AND:

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2

(the “Lot 20 Owner”)

AND:

BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0

(the “Municipality”)

WHEREAS:

A. The Lot 21 Owner is the registered owner of those certain lands and premises located in Bowen Island Municipality, British Columbia, legally described as:

PID: _____
Lot 21 District Lot 1548
Group 1 New Westminster District Plan BCP _____

(“Lot 21”);

B. The Lot 20 Owner is the registered owner of those certain lands and premises located in Bowen Island Municipality, British Columbia, legally described as:

PID: _____
Lot 20 District Lot 1548
Group 1 New Westminster District Plan BCP _____

(“Lot 20”);

C. The Lot 21 Owner, as the owner of the servient tenement, wishes to grant to the Lot 20 Owner, as the owner of the dominant tenement, the easement set out in this Agreement to facilitate the Lot 20 Owner’s use of a driveway that is to be constructed on Lot 21 by the

Lot 21 Owner in accordance with the specifications set out in Schedule "A" hereto (the "Driveway");

- D. Pursuant to subsection 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- E. The Municipality wishes to ensure that there is adequate access to Lot 20; and
- F. Section 219 of the *Land Title Act* (British Columbia), states that a covenant, in favour of a municipality, may be registered as a charge against title to the land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality.

THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Grant of Easement by the Lot 21 Owner

- 1.1 The Lot 21 Owner hereby grants to the Lot 20 Owner, for the benefit of and to be appurtenant to Lot 20 for the use and enjoyment of the Lot 20 Owner and its agents, workers, invitees, successors and assigns in common with the Lot 21 Owner and all other persons having a similar right, the full, free and uninterrupted right, license, liberty, easement, privilege and permission (the "Easement") at all times to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across Lot 21 (the "Easement Area") for the purposes of:
 - (a) ingress and egress to and from Lot 20;
 - (b) improving, repairing, maintaining, cleaning, and inspecting the Driveway, and to the extent permitted by this Agreement, constructing the Driveway; and
 - (c) bringing on to the Easement Area all material and equipment (including vehicles) that the Lot 20 Owner reasonably requires for use of the Easement Area by it for the purposes permitted in Sections 1.1(a) and 1.1(b) hereof.
- 1.2 The Lot 21 Owner:
 - (a) has the right, but not the obligation, to construct and install the Driveway;
 - (b) will, within 90 days after receipt of notice in writing from the Lot 20 Owner, advise the Lot 20 Owner in writing as to the location or area within which the Driveway may be located, provided however that such location or area must meet the specifications for the Driveway set out in Schedule "A" (the "Permitted Location");

- (c) will exercise its rights in this Agreement in order to cause no unnecessary damage or disturbance to Lot 20 or the Lot 20 Owner; and
 - (d) will not do or permit to be done any act or thing that in the opinion of the Lot 20 Owner, acting reasonably, may interfere with, injure, impair or obstruct access to or the use of the Driveway for the purposes permitted in Section 1.1 hereof.
- 1.3
- (a) The Lot 20 Owner which gives notice in writing to the Lot 21 Owner under section 1.2(b) hereof will, within 60 days after receipt of the Lot 21 Owner's response advising as to the Permitted Location of the Driveway, provided in compliance with section 1.2(b), commence the construction of the Driveway within the Permitted Location, and continue the construction through to completion in a good, workmanlike and timely manner.
 - (b) If the Lot 21 Owner fails to give advice as to the Permitted Location of the Driveway in compliance with section 1.2(b), the Lot 20 Owner may construct the Driveway in a location on Lot 21 of its choosing, provided such construction commences within 60 days after the expiry of the period established in section 1.2(b), and is continued through to completion in a good, workmanlike and timely manner.
- 1.4 The Lot 20 Owner will:
- (a) enter over, on, in and under the Easement Area only to such an extent as is reasonably necessary for the purposes permitted in Section 1.1;
 - (b) not bury, without the prior written consent of the Lot 21 Owner, debris or rubbish in excavations or backfills in the Easement Area;
 - (c) improve, maintain and repair the Driveway in a good and workmanlike manner and otherwise exercise its rights in this Agreement in order to cause no unnecessary damage or disturbance to Lot 21 or the Lot 21 Owner;
 - (d) leave the Easement Area in a reasonably neat and clean condition; and
 - (e) exercise the utmost care not to damage or disturb Lot 21 or any improvement on Lot 21 and, if the Lot 20 Owner should cause any such damage (including, without limitation, any removal of or any damage to landscaping), the Lot 20 Owner will restore such damage to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch.

2. Survey

- 2.1 It is mutually understood and agreed that, provided the location meets the specifications for the Driveway set out in Schedule "A", the Lot 21 Owner may in its sole discretion select the location for the Driveway within the Easement Area (the "Driveway Area").

- 2.2 It is mutually understood and agreed that the granting of this Easement over all of Lot 21 is a temporary measure undertaken for the convenience of the Lot 21 Owner and with the intent that it will be amended, supplemented, modified or replaced at the discretion of the Lot 21 Owner so as to only include those portions of Lot 21 within which the Driveway is located. For the purposes hereof, the Lot 21 Owner and the Lot 20 Owner agree as follows:
- (a) the Lot 20 Owner shall use all reasonable efforts to restrict its activities on Lot 21 to the Driveway Area;
 - (b) as soon as the construction of the Driveway has progressed to the extent necessary to fully define and survey the location of the Driveway, or on any earlier date determined by the Lot 21 Owner, the Lot 21 Owner may in its sole discretion cause to be completed a registrable legal survey (the "Survey Plan") of the portion of Lot 21 within which the Driveway is to be located (the "Final Easement");
 - (c) forthwith upon the completion of the Survey Plan, the Lot 21 Owner and the Lot 20 Owner, with the consent of the Municipality as provided in Section 7.1 herein, shall cause the Survey Plan to be registered in the applicable Land Title Office and shall amend, supplement, modify or replace this Agreement as required to identify the Final Easement and so as to restrict the rights of the Lot 20 Owner hereunder solely to the Final Easement. The Lot 21 Owner acknowledges and agrees that, except for redefining the Easement and defining the Final Easement, the instruments amending, supplementing, modifying or replacing this Agreement shall not diminish any of the rights of the Lot 20 Owner hereunder;
 - (d) the Lot 21 Owner shall pay all costs of completing and registering the Survey Plan and of amending, supplementing, modifying or replacing this Agreement; and
 - (e) upon the registration of the Survey Plan the Easement shall be deemed to be modified and redefined to include only the portion of Lot 21 identified as the Final Easement.

3. Easements Run with the Land

- 3.1 The benefit of the Easement shall be construed as running with Lot 20, and the burden shall be construed as running with Lot 21 and such burden shall attach to and run with each and every part into which Lot 21 may hereafter be subdivided by any means and any parcel into which Lot 21 may be consolidated.

4. Entry

- 4.1 The Lot 20 Owner or anyone on its behalf shall not enter the Easement Area for the purpose of maintaining or repairing the Driveway unless:

- (a) five (5) days written notice of intention to do any such work has first been given to the Lot 21 Owner setting out in reasonable detail the work (the "Lot 21 Work") intended to be done; and
 - (b) the Lot 21 Work is necessary for the purpose of ingress and egress to and from Lot 20 or is necessary for the proper functioning of the Driveway.
- 4.2 If the Lot 20 Owner or anyone on its behalf carries out the Lot 21 Work as permitted herein, it shall carry out the same as expeditiously as possible, shall restore all areas disrupted to the same or better than the condition existing immediately prior to the Lot 21 Work, shall not disturb any buildings, shall cause as little inconvenience and disruption as possible for the Lot 21 Owner, and shall act at all times in accordance with all reasonable requests of the Lot 21 Owner.

5. Non-Exclusive Nature

- 5.1 Subject to Section 5.2 herein, nothing contained in this Agreement shall be interpreted so as to restrict or prevent the Lot 21 Owner from using the Easement Area in any manner which does not interfere with the rights of the Lot 20 Owner under the Easement.
- 5.2 Notwithstanding anything to the contrary contained herein, the Lot 21 Owner reserves the right from time to time to reasonably and temporarily restrict the use and enjoyment of the Driveway to construct and maintain water mains, sewers, drains, conduits, lines, ducts, poles, guys, wires, cable and pipes of every kind together with all ancillary appliances and fittings for the purpose of conveying, draining and protection gas, water, sanitary sewers, storm sewage, liquid waste, electric energy, communications services, gas or any other service or thing that may be transmitted in any of them, in, under, upon or through the Easement Area.

6. Costs

- 6.1 All costs, payments, outlays and expenses (collectively, the "Installation Costs") reasonably and necessarily incurred to excavate, drill, erect or install the Driveway on the Easement Area shall be shared equally by the Lot 20 Owner and the Lot 21 Owner.
- 6.2 All ongoing costs, payments, outlays and expenses (collectively, the "Ongoing Costs") reasonably and necessarily incurred with respect to any and all maintenance, replacement and repair (the "Driveway Work") of the Driveway on the Easement Area shall be shared equally by the Lot 21 Owner and the Lot 20 Owner.
- 6.3 Each of the Lot 21 Owner and the Lot 20 Owner covenants and agrees each with the other to pay promptly its share of any amounts to be paid pursuant to this Agreement.
- 6.4 Subject to Section 5.2 herein, the Easement must not be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission on the part of the Lot 20 Owner or the Lot 21 Owner or any one of them or any person claiming through or under them or any one of them, and the parties shall refrain from seeking any judgment, order or declaration to that effect. Nothing in

this paragraph shall prevent any party from applying to enjoin or restrain any wrongful action or seeking damages therefor.

7. Section 219 Covenant

- 7.1 In consideration of the sum of \$1.00 now paid by the Municipality to the Lot 21 Owner, the receipt and sufficiency of which is hereby acknowledged, the Lot 21 Owner covenants with the Municipality, pursuant to Section 219 of the *Land Title Act*, that the Lot 21 Owner will not use or allow to be used the Easement Area for any purpose that would prevent the use of the Easement Area for the purposes herein provided and that this Agreement will not be modified, terminated or discharged without the prior written consent of the Municipality, provided however that the Municipality hereby agrees that it will grant the consent provided for at Section 2.2 hereof.
- 7.2 The Lot 21 Owner is only liable for breaches of this covenant caused or contributed to by the Lot 21 Owner or which the Lot 21 Owner permits or allows and the Lot 21 Owner is liable only for breaches which occur while the Lot 21 Owner is the registered owner of Lot 21.
- 7.3 The Lot 21 Owner and its successors and assigns hereby release and indemnify and save harmless the Municipality and its elected and appointed officials, officers, employees, agents, contractors, licensees, invitees and other persons for whom the Municipality is in law responsible from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection or nuisance), costs (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind (collectively, the "Claims") arising out of the non-performance by the parties of the obligations, covenants and agreements contained herein, except as a result of a wrongful act, omission or negligence of the Municipality or a breach of this Agreement by the Municipality.
- 7.4 The Lot 21 Owner will forthwith after the execution of this Agreement and at its own expense do or cause to be done all acts and things necessary to ensure that the easement and Section 219 covenant are registered against title to Lot 21 in the applicable Land Title Office in priority to all financial charges or financial interests, if any.
- 7.5 The covenants contained in this section shall run with Lot 21 and are binding on the Lot 21 Owner, and its successors in title, but only for so long as the same is an owner of Lot 21.

8. Other

- 8.1 The Lot 21 Owner and the Lot 20 Owner acknowledge and agree each with each other that they will be reasonable at all times in exercising their rights, forming their opinions and performing their duties hereunder.
- 8.2 The expressions "Lot 21 Owner" and "Lot 20 Owner" herein contained will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants,

agents, officers and invitees of such parties wherever the context or the parties hereto so permit or require.

8.3 It is further understood and agreed between the parties hereto that:

- (a) Covenants run with the Lands: This Agreement shall be construed as a covenant running with the dominant tenement and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the servient tenement owner's seisin or ownership of any interest in the servient tenement and with respect only to that portion of the servient tenement of which the servient tenement owner shall be seised or which he shall have an interest, but that the servient tenement shall, nevertheless, be and remain at all times charged therewith;
- (b) Liability During Currency of Ownership: Notwithstanding anything contained in this Agreement, the servient tenement owner will not be liable under any of the covenants contained in this Agreement where such liability arises after the servient tenement owner ceases to have any further interest in the servient tenement;
- (c) Subdivision of Lands: This Agreement burdens and charges any parcel into which the servient tenement is subdivided by any means and upon which any portion of the Driveway Area is located;
- (d) Notice: Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if, and deemed to have occurred when:
 - (i) the servient tenement owner, dominant tenement owner or the Corporate Officer of the Municipality has been served personally, on the date of service; or
 - (ii) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier (except that in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is mailed to the party at the most recent address shown on title to lands in the records of the Lower Mainland Land Title Office for the party, or to whatever address the parties may from time to time advise in writing;
- (e) No Derogation of Power: Nothing contained or implied herein will prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the servient tenement as if this Agreement had not been executed and delivered by the servient tenement owner;

- (f) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia;
- (g) Enurement: This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns;
- (h) Number and Gender: Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require;
- (i) Amendments only in Writing: It is expressly agreed that the benefit of all covenants made by the servient tenement owner herein shall accrue to the Municipality and that this Agreement may only be modified or discharged by agreement of the Municipality, the dominant tenement owner and the servient tenement owner witnessed in writing;
- (j) No Duty to Enforce: The servient tenement owner hereby covenants and agrees with the Municipality that the Municipality is under no obligation in law or equity to prosecute or enforce the terms of this Agreement in any way;
- (k) Further Documents: The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- (l) Severance: If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the provision that is invalid will not affect the validity of the remainder of the Agreement.

IN WITNESS WHEREOF the Lot 21 Owner, the Lot 20 Owner and the Municipality have caused this Agreement to be executed on the Form C attached hereto as of the day and year first above written.

SCHEDULE "A"

THE DRIVEWAY

The Lot 21 Owner will construct a Driveway to be located on Lot 21 to the following specifications:

- (a) the Driveway will connect Lot 20 with the highway that adjoins Lot 21;
- (b) the Driveway will have a width of no less than 3 meters and no more than 5 metres;
- (c) the driveway will have a maximum slope of no greater than 20 per cent, over properly compacted fill; and
- (d) the Driveway will not be located in an environmentally sensitive area protected by section 219 covenant registered against title or in a location for which the applicable construction permits, if any, could not be obtained.

CONSENT AND PRIORITY AGREEMENT

WHEREAS HSBC BANK CANADA (the “Chargeholder”) is the holder of Mortgage No. BW397586 and Assignment of Rents No. BW397587 (together, the “Charges”) filed in the Lower Mainland Land Title Office, respectively encumbering the Lands as described in the attached Section 219 Covenant (the “Covenant”).

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;
2. covenants and agrees that the Covenant is binding upon and takes priority over the Charges; and
3. postpones the Charges and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

CONSENT AND PRIORITY AGREEMENT

WHEREAS LEEDA DEVELOPMENTS CORP. (the "Chargeholder") is the holder of Mortgage No. BW497014 (the "Charge") filed in the Lower Mainland Land Title Office, encumbering the Lands as described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;
2. covenants and agrees that the Covenant is binding upon and takes priority over the Charge; and
3. postpones the Charge and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

END OF DOCUMENT