



This is the 6th affidavit
of D. Matthews
in this case and was made on
July 31, 2025

NO. S-243389
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
ECOASIS DEVELOPMENTS LLP AND OTHERS

BETWEEN:

SANOVEST HOLDINGS LTD.

PETITIONER

AND:

ECOASIS DEVELOPMENTS LLP, ECOASIS BEAR
MOUNTAIN DEVELOPMENTS LTD., ECOASIS RESORT
AND GOLF LLP, 0884185 B.C. LTD., 0884188 B.C. LTD.,
0884190 B.C. LTD., 0884194 B.C. LTD., BM 81/82 LANDS
LTD., BM 83 LANDS LTD., BM 84 LANDS LTD., BM
CAPELLA LANDS LTD., BM HIGHLANDS GOLF COURSE
LTD., BM HIGHLANDS LANDS LTD., BM MOUNTAIN GOLF
COURSE LTD. and BEAR MOUNTAIN ADVENTURES LTD.

RESPONDENTS

AFFIDAVIT

I, Daniel Matthews, businessman, care of 2900 – 733 Seymour Street, Vancouver, BC V6B 0S6
AFFIRM THAT:

1. I am the president and a director of 599315 B.C. Ltd. ("599"), which is an equal partner to the petitioner, Sanovest Holdings Ltd. ("Sanovest"), in the respondents, Ecoasis Developments LLP ("Development Partnership" or "Developments") and Ecoasis

Resort and Golf LLP (the "**Resort Partnership**" or "**Resorts**" and, together with Development Partnership, the "**Partnerships**"). I am also a director of the respondent, Ecoasis Bear Mountain Developments Ltd. ("**EBMD**"), which is the managing partner of the Partnerships, and a director of the other respondent companies. In the foregoing capacities, I have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.

2. I make this affidavit in response to Sanovest' application for, among other relief, a declaration of the amount due and owing from certain of the respondents to Sanovest under the Sanovest Loan.
3. I have reviewed the affidavit #3 of Tian Kusumoto filed June 16, 2025 ("**Kusumoto #3**"). In this affidavit, I respond to parts of Kusumoto #3 that concern the Sanovest Loan. Unless I state otherwise, where I have not specifically responded to any statements or paragraphs in those affidavits, that is not meant to be admission or agreement with those statements or paragraphs.

THE SANOVEST LOAN

4. In accordance with the Bear Mountain Business Plan agreed to between Tom Kusumoto and I, Sanovest advanced funds for the acquisition of the Bear Mountain Assets and made available additional funds required for operations and land development work (the "**Sanovest Loan**"). I discussed the Bear Mountain Business Plan at paragraph 14 of my affidavit #1 filed in the oppression action S-234048 (the "**Oppression Action**").
5. The terms of the Sanovest Loan were set out in a commitment letter to the Development Partnership dated October 8, 2013 (the "**Sanovest Loan Agreement**") with an aggregate amount of \$35,000,000. Attached as **Exhibit "A"** is a copy of the Sanovest Loan Agreement.
6. At that time, Tom and I were uncertain as to the time horizon for our involvement in the Bear Mountain project; however, we discussed and anticipated a timeline of 10 years or less for realizing a reasonable profit on our investment and exiting the project through

asset sales. With the time horizon somewhat uncertain, we agreed the Sanovest Loan would have a term expiring November 30, 2017, on the understanding that the term may need to be extended and/or the principal amount of the loan increased.

7. Payments on account of the Sanovest Loan were made from time to time with the proceeds of sale of certain Bear Mountain Assets.
8. The Sanovest Loan was extended under a modification agreement dated June 15, 2016 (the "**First Modification Agreement**"). That agreement provided for the loan amount to be increased to \$70,000,000 and the term extended to November 1, 2021. Attached as **Exhibit "B"** is a copy of the First Modification Agreement excluding schedules.
9. In response to paragraph 14 of Kusumoto #3, the First Modification Agreement amended the clause with respect to the calculation of interest by adding the phrase "not in advance".
10. In response to paragraph 15 of Kusumoto #3, under the First Modification Agreement, Sanovest agreed to make further advances (defined therein as "**Additional Advances**") under the Sanovest Loan, at its option, up to \$70,000,000.
11. In response to paragraph 16 of Kusumoto #3, under the First Modification Agreement, the parties agreed that Sanovest could charge certain fees as set out in section 5, including:
 - a) an Overlimit Fee of \$1,000,000 to be paid on or before June 30, 2016, which could be added to the principal or deducted from an Additional Advance; and
 - b) an Additional Fee of \$100,000 for each Additional Advance made that results in the amount owing exceeding threshold amounts of \$45 million, \$50 million, \$55 million, \$60 million, and \$65 million (each a "**Threshold**"), which fee could be added to the principal or deducted from an Additional Advance, but provided that no Additional Fee could be earned once a Threshold had been exceeded and the Additional Fee earned with respect to that Threshold.
12. Notably, there is no Threshold of \$70 million.

13. Through the course of the Partnership and to approximately 2018, Sanovest advanced money when requested for purposes set out in the Sanovest Loan Agreement and the First Modification Agreement. In late 2018, funding from Sanovest became less reliable. In and after 2018, and for reasons that Tom never explained to me, Tom would occasionally advance required funds to the Development Partnership personally instead of through Sanovest. I did not take any issue with him doing so, and the source of funding did not cause me concern. At this stage, we were committed to selling the assets and the sales looked promising, so Tom and I both felt this would only be for the short term.
14. However, in June 2021, and with Tom's departure from EBMD's board in June 2021 and difficulties within Sanovest, the Development Partnership required additional injection of funds from Sanovest directly.
15. Despite the available borrowing room under the Sanovest Loan Agreement, Tian refused funds that I had requested (in my role as President and CEO). He indicated that (a) Sanovest would not be advancing further funding to the Partnership anytime soon; and (b) proceeds of sale closings (which were occurring during this period) must be paid to Sanovest directly, without any reserve funds retained within the Partnership. I discussed the hardship, difficulties and disagreements caused by Sanovest's refusal to fund in paragraphs 67 to 79 of my affidavit #1 in the Oppression Action.
16. In late January 2022, Tian and I reached agreement for certain obligations to be paid and, at the same time, extend the Sanovest Loan through a further modification agreement (the "**Second Modification Agreement**"). Under the Second Modification Agreement, the term of the Sanovest Loan was extended to May 1, 2024 and Sanovest earned an extension fee of \$700,000. Attached as **Exhibit "C"** is a copy of the Second Modification Agreement excluding schedules.
17. The Second Modification Agreement also removed \$45 million as a Threshold in relation to the Additional Fee. Further, it provided that "[a]ll other terms and conditions of the Commitment Letter remain unchanged." "Commitment Letter" is defined in the Second Modification Agreement as the "Original Commitment Letter" (i.e. the Sanovest Loan Agreement) and the First Modification (i.e. the First Modification Agreement).

18. As set out in paragraph 76 of my affidavit #1 filed in the Oppression Action, I supported the Second Modification Agreement reluctantly, as I considered its terms were unduly favourable to Sanovest given the market conditions, and because of Sanovest's prior refusals to advance funding. However, I also did not see any alternative, given Tian's refusal to consider outside financing and his blocking of all other development revenue channels.
19. With respect to Exhibit B of Kusumoto #3, the terms of the loan extension outlined in that email were not agreed to. Subsequent to that email, there were continued communications and negotiations about the terms between Tian and I in consultation with counsel. Attached as **Exhibit "D"** is a continuation of the email chain at Exhibit B of Kusumoto #3 in which Tian and I were discussing and negotiating the fee and terms of the extension with counter-proposals being made.

ASSERTED DEFAULTS UNDER THE SANOVEST LOAN AGREEMENT

20. In response to paragraph 29 of Kusumoto #3, at paragraphs 43 to 49 of my affidavit #1 filed in this receivership proceeding, I explained in detail the efforts I made to replace the Sanovest Loan with alternative financing, all of which were denied by Tian and Sanovest.
21. In response to paragraph 30(a) of Kusumoto #3, the only reason that the Development Partnership failed to make payments to third parties is Tian's conduct in refusing to allow land sales and alternative financing and blocking all avenues to generate revenue.
22. In response to paragraph 30(b) of Kusumoto #3, Tian made this exact allegation in paragraph 44(b) of his affidavit #1 filed in this receivership proceeding. I responded to the allegation in paragraphs 54 and 55 of my affidavit #1 filed in this receivership proceeding. In short, Tian had confirmed to Mr. Clarke that audited financial statements were not required, and Tian well knows that financial statements from and after 2018 have remained incomplete or unfiled due to several factors, including the breach of the operations agreement by the Hotel to provide accounting services to the Resort Partnership (as determined by the arbitrator and which led to a finding of liability and damage award against the Hotel in the Hotel Arbitration) and disagreement regarding the

characterization of certain matters that are the subject of underlying litigation between the partners.

23. In response to paragraph 30(c) of Kusumoto #3, this allegation forms part of the action commenced by Sanovest against myself, Tom, EBMD, and BM Mountain Golf Course Ltd in S-223937 (the "**Sanovest Action**"). I have responded to this allegation in my response filed in the Sanovest Action.

DOCUMENTATION OF AND BACKUP FOR SANOVEST LOAN

24. From 2013 to 2021 and before Tian replaced Tom as director of EBMD, I did not oversee or monitor the accounting of the Sanovest Loan. I trusted Tom, a partner whom I had worked closely with, and Mr. Clarke, a long-time employee and officer of EBMD, to properly manage the accounting of the Sanovest Loan while I focussed on my duties as CEO.
25. While Mr. Clarke was the CFO of EBMD from 2013 until his departure in 2020, he oversaw the accounting of the Sanovest Loan and often worked directly with Tom and Tian in that regard. As set out in paragraphs 87 and 88 of my affidavit #1 filed in the Oppression Action, Tian maintained the loan schedule for the Sanovest Loan even before becoming a director of Sanovest and replacing his father as a director of EBMD.
26. After Mr. Clark's departure in early 2020, Tian continued to manage the Sanovest Loan on behalf of Sanovest. After replacing Tom in 2021, Tian unilaterally and without my approval changed the address for delivery of property tax notices and other vendors' invoices to his personal address instead of EBMD's company office. Tian often made payments directly, without my approval, instead of funding the Development Partnership as was done historically. I set out this historical practice in more detail at paragraph 59 of my affidavit #1 filed in this receivership proceeding.
27. In connection with Sanovest's application for a declaration of the amount of secured debt, Sanovest did not initially provide any documentation to substantiate the advances and repayments shown in the loan schedule for the Sanovest Loan attached as Exhibit RR (the "**Sanovest Loan Schedule**") of Kusumoto #3. At the request of my counsel, on June 26,

2025. Sanovest's counsel provided a limited and incomplete set of backup documents that spanned between April 2018 and July 2023. There were significant gaps in documents provided for the advances and repayments made during that period. No documentation was provided for advances and repayments that occurred prior to April 2018.

28. Subsequently, on July 4, 2025, Tian provided a new set of backup documents to support the Sanovest Loan Schedule. I have reviewed these documents and identified a number of significant issues with the Sanovest Loan Schedule as set out below.
29. Further, there remain gaps in the documentation provided. I will request further specific documentation from Sanovest. Depending on Sanovest's response and the documents it provides, it may be necessary for me to address additional issues in a separate affidavit.
30. It is necessary for me to receive and review fulsome backup documents because I am concerned that the accounting of the Sanovest Loan is not in accordance with the Sanovest Loan Agreement including for the following reasons:
 - a) The Sanovest Loan schedule was historically managed by Mr. Clarke in consultation with Tom and Tian and later by Tian without any significant involvement from me.
 - b) Mr. Clarke engaged in misconduct while serving as the CFO of EBMD and overseeing the accounting of the Sanovest Loan. In the Hotel Arbitration, the arbitrator made serious findings of liability and breach of trust arising from the conduct of Mr. Clarke. Mr. Clarke, while in his role as CFO of EBMD, engaged in backdoor negotiations with the Hotel contrary to his duties to EBMD. Other examples of Mr. Clarke's misconduct include deleting and suppressing Ecoasis' accounting information. There are also confirmed instances of Mr. Clarke and Tian working together and engaged in a concerted effort of hampering the Resort Partnership's success and operations, including, for example, the golf cart images and opposition against Resorts' transition away from the Hotel.

- c) As set out in paragraphs 87 and 88 of my affidavit #1 filed in the Oppression Action, on or around June 10, 2021, I became aware of Tian having added an Additional Fee of \$100,000 to the loan schedule in 2019. He attributed this fee to the Sanovest Loan reaching an outstanding amount of \$70 million. However, the Sanovest Loan Agreement does not provide for any Additional Fee for the loan reaching \$70 million. As noted above, \$70 million is not a Threshold for which Sanovest would earn an Additional Fee.
- d) Further, the \$70 million amount was only reached by Tian incorrectly including funds that Tom had advanced directly.

UNAUTHORIZED FEES

- 31. In response to paragraph 32(b) of Kusumoto #3, the First Modification Agreement stipulated an Overlimit Fee of \$1 million and an Additional Fee of \$100,000 for the \$45 million Threshold. However, the Second Modification Agreement deleted the \$45 million Threshold, and therefore, no Additional Fee was payable for the indebtedness exceeding \$45 million. The Additional Fee of \$100,000 charged on June 30, 2016 should have been credited back.
- 32. In response to paragraph 32(c) of Kusumoto #3 and in relation to the \$100,000 Additional Fee charged on April 4, 2018 for the indebtedness having exceeded the \$65 million Threshold, that fee should not have been charged on April 4, 2018 as the outstanding loan balance on that day was below \$65 million at \$64,920,149.91. Under the First Modification Agreement, an Additional Fee becomes payable when an Additional Advance results in the outstanding balance exceeding a Threshold. Contrary to the First Modification Agreement, Sanovest charged the \$100,000 Additional Fee in order to bring the outstanding balance to above \$65 million. A re-payment of \$3,208,994.40 is shown as made the next day on April 5, 2018, reducing the outstanding balance to further well below the \$65 million Threshold. Charging this Additional Fee earlier than permitted results in the improper increase in the principal and accrual of interest.
- 33. In response to paragraph 32(d) of Kusumoto #3, Sanovest is not entitled to charge a fee for the indebtedness exceeding \$70 million. The First Modification Agreement does not

stipulate an Additional Fee for \$70 million. Further, Tian added loans from Tom (discussed below) to the Sanovest Loan in order to bring the Sanovest Loan balance above \$70 million. The inclusion of the loans from Tom and this unauthorized fee increases the total amount owing and affects the accrual of interest.

34. In response to paragraph 32(g) of Kusumoto #3, on August 18, 2022, March 31, 2023, December 31, 2023, and December 31, 2024, Sanovest charged a \$100,000 Additional Fee on each of those dates for the outstanding balance exceeding the \$50 million, \$55 million, \$60 million, and \$65 million Thresholds, respectively. These fees are contrary to the First Modification Agreement, which expressly provides that the Sanovest Loan permits re-payments and re-advances and there would be no Additional Fee earned once a Threshold had been exceeded and the Additional Fee earned with respect to that Threshold. Sanovest previously charged Additional Fees for these Thresholds on October 27, 2016, March 31, 2017, December 31, 2017 and April 4, 2018 when the outstanding balance exceeded \$50 million, \$55 million, \$60 million, and \$65 million, respectively. It should not have charged the fees again. Charging these improper fees results in the improper increase in the principal and accrual of interest.

TOM'S LOANS

35. As noted above, in and after 2018, and for reasons that Tom never explained to me, he occasionally advanced required funds to the Development Partnership personally instead of through Sanovest. There is no written loan agreement with respect to Tom's loans.
36. I understand that separate loan schedules were maintained for advances made by Sanovest under the Sanovest Loan and for advances made by Tom personally.
37. For example:
- a) On or around December 27, 2018, Tom made an advance of \$420,000 to the Development Partnership. Attached as **Exhibit "E"** is a copy of an email dated December 27, 2018 in which Tom advised that he had deposited \$420,000 of his personal funds and directed Mr. Clarke to record the loan as from him as lender, not Sanovest. Attached as **Exhibit "F"** is a copy of Tian's December 27, 2018

reply email to Tom in which he confirmed that he would record this advance as from Tom. Attached as **Exhibit "G"** is an email dated January 11, 2019 from Tian to Tom and I in which he sent an excerpt of the Sanovest Loan schedule and confirmed that "Toms xmas advance not included".

- b) On April 30, 2019, Tom made another advance of \$1.1 million to the Development Partnership and directed that it should come from Sanovest. However, the next day, Tom instructed Mr. Clarke to change the advance as coming from him personally and not from Sanovest. At the same time, he further instructed Tian to "debit \$1.1m to [his] shareholder loan and cancel Sanovest's loan to BM." Attached as **Exhibit "H"** is a copy of an email dated May 1, 2019 from Tom to Tian and Mr. Clarke.
- 38. On July 9, 2019, prior to the completion of the sale of the Hotel, Tom sent an email to Tian requesting that his personal "direct" loans be paid out of the proceeds first with the balance paid to Sanovest. Tian forwarded Tom's email to Mr. Clarke who then responded to Tom and provided him with a document entitled "Tom K - Loan and Interest" showing "Tom owed 3,019,971.51". Attached as **Exhibit "I"** is a copy of this email exchange with the attachment.
- 39. Unbeknownst to me at the time, on July 12, 2019, Tian wrongfully added Tom's loan of \$3,020,659.86 to the Sanovest Loan Schedule, which caused the indebtedness under the Sanovest Loan to exceed \$70 million, and at the same time retroactively charged a fee of \$100,000 on March 30, 2019 for the Sanovest Loan exceeding \$70 million.
- 40. I did not agree that the indebtedness under Tom's loans could be added to the Sanovest Loan as a re-advance.
- 41. I did not learn of this fee until on or around June 10, 2021 when I was provided with a partial snapshot of the Sanovest Loan schedule. When I raised this unauthorized fee with Tian in 2022, his explanation was that "Ecoasis got >\$70M in funding, shouldn't it pay for the fee's on that amount". Attached as **Exhibit "J"** is a copy of an email dated

October 7, 2022 from Tian to myself and Kevin Isomura, partner at DMCL, Resorts' external accountant.

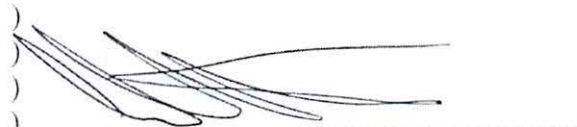
42. In Tian's October 7, 2022 email, Tian wrote that "... Tom's loan fell under Sanovest security. This is why Tom got paid off on the Hotel sale instead of Sanovest when it was entitled to all the proceeds under the security agreement. Tom's loans were secured under Sanovest loan...". These statements are incorrect. Tom's loans to the Development Partnership were not secured by security given to Sanovest under the Sanovest Loan or any other security. Tom's loans were advanced by Tom personally and were not part of the Sanovest Loan.
43. There are inconsistencies in the loan schedules for Tom's loans that I have seen. In the loan schedule attached to Mr. Clarke's July 9, 2019 email, it shows a \$1.1 million advance on April 30, 2019 and a \$1.1 million re-payment on May 28, 2019, which do not appear in the loan schedule in Tian's October 7, 2022 email. As part of the backup documents to support the Sanovest Loan Schedule, Sanovest provided a document entitled "2019-07-12 Advance Tom Loan.png", a copy of which is attached as **Exhibit "K"**. This document shows a \$100,000 "Loan Fee" on March 30, 2019 and a \$100,000 "Advance Sanovest Loan" that were not in the other two versions of the loan schedules. To my knowledge, Tom did not charge a "loan fee" for his personal loans to the Development Partnership. There was certainly no agreement that Tom would earn a fee for his loans.

44. I acknowledge the solemnity of making this affidavit and acknowledge the consequences of making an untrue statement.

AFFIRMED BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, this 31st day of July 2025.



A Commissioner for taking Affidavits for
British Columbia



Daniel Matthews

The deponent was not physically present
before me, but was in my electronic presence
utilizing video technology. The process
described by the Law Society of British
Columbia for remote commissioning of
affidavits or solemn declarations was utilized.

ISABELLA K. STUART
Barrister & Solicitor
P.O. Box 1
2900-733 SEYMOUR STREET
VANCOUVER, B.C. V6B 0S6
(604) 691-7543

This is Exhibit "A" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a horizontal line and a small flourish.

A Commissioner for taking Affidavits within British Columbia

SANOVEST HOLDINGS LTD.
 224 West 5th Avenue
 Vancouver BC V5Y 1J4
 E-mail: tom@sanovest.com

October 8, 2013

Ecoasis Developments LLP
 3480 Ripon Road
 Victoria, BC V8R 6H2

Attention: Dan Matthews

Dear Sirs:

RE: Loan in the amount of CDN\$35,000,000.00 from Sanovest Holdings Ltd. to Ecoasis Developments LLP

We are pleased to advise that we have approved a first mortgage loan (the "Loan") to Ecoasis Developments LLP in the aggregate amount of CDN\$35,000,000.00 which shall be secured by a first mortgage (the "Mortgage") over the Property (as later defined) on the terms described in this Agreement, which comprises this Commitment Letter and the schedules attached hereto. Upon execution by the Borrower (as later defined) and the Lender (as later defined), this Agreement shall constitute an agreement which shall bind the Borrower with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

1. **Lender**

Sanovest Holdings Ltd. or its assignee (the "Lender").

2. **Borrower**

Ecoasis Developments LLP (the "Borrower")
 3480 Ripon Road
 Victoria, BC V8R 6H2
 E-mail: dan@saintsbury.ca

3. **Property**

See Schedule "B" Attached (the "Property")

At the time of the initial Advance of the Loan, the Borrower is or will be the beneficial owner of the Property (except as specifically set out in Schedule "B") and the Nominees (as defined below) will be the registered owner of the Property (except as specifically set out in Schedule "B").

4. **Guarantors**

Ecoasis Resort and Golf LLP ("Resort") and each of the entities identified in Schedule "C" ("Nominees") (Resort and the Nominees are collectively the "Guarantors")

5. **Purpose and Use**

The net Loan proceeds will be used by the Borrower to facilitate one or more of the following:

- (a) the purchase of the Property, including the purchase of the shares of the Nominees;
- (b) the construction and development of the Property;
- (c) to fund the operations of:
 - (i) the golf courses located at Bear Mountain known as the "Mountain Course" and the "Valley Course" (the "Golf Courses"); and
 - (ii) The Westin Bear Mountain Golf Resort and Spa (the "Hotel"); and
- (d) such other uses as may be approved by the Lender.

6. **Loan Amount and Funding**

The Loan will be advanced in multiple advances ("Advances") after not less than 2 Business Days prior written notice. Funding of the initial Advance of the Loan is anticipated to occur prior to October 31, 2013, but in any event no later than November 30, 2013 (the "Expiry Date"). The date of the initial Advance of the Loan shall be referred to herein as the "Funding Date". The Loan shall be funded upon the satisfaction or waiver by the Lender of all conditions precedent set forth in Section 13 below.

7. **Term of Loan**

The Loan shall have a term (the "Term") commencing from the Funding Date and maturing on November 30, 2017, provided that if such is not a Business Day, the Term shall expire on the next ensuing Business Day.

8. **Prepayment**

Provided that all commitment and discharge fees are paid in full, the Borrower may at any time, without notice or bonus, pay the whole or any part of the Loan together with the interest accrued thereon and other monies owing to the date of such payment.

9. **Interest Rate**

The interest rate shall be fixed at 8.0% per annum calculated daily from the date of the Funding Date of the Loan compounded quarterly for the Term, before and after each of maturity, default and judgment.

10. Interest Payment

Interest shall be payable quarterly in arrears on the last day of each three calendar month period throughout the Term, with the first payment due on March 31, 2014.

11. Lender's Fees

The Lender will charge the Borrower a fee of CDN\$700,000 (the "Fee") being 2% of the Loan amount (to be paid from the initial Advance).

The Lender may charge additional fees in respect of the handling of discharges and other administrative matters, in accordance with the terms set forth in Schedule "A" hereto.

12. Security

The Loan shall be secured by the following (collectively, the "Security"):

- (a) an unlimited guarantee from each of the Guarantors;
- (b) a CDN\$35,000,000.00 mortgage and assignment of rents of the Property, subject only to Permitted Encumbrances, granted by the Guarantors;
- (c) a CDN\$35,000,000.00 beneficial mortgage and assignment of rents of the Property, granted by the Borrower and Resort, as applicable;
- (d) a first ranking security agreement creating a general security interest over all personal property of the Borrower and each of the Guarantors, subject only to Permitted Encumbrances;
- (e) an environmental indemnity in respect of the Property;
- (f) an assignment for security purposes of all the Borrower's right, title and interest in, to and under all material contracts affecting or with respect to the Property and the operations of the Golf Courses and the Hotel;
- (g) acknowledgment of the status and terms of any contracts affecting or with respect to the Property including, without limitation, any pertaining to ownership, insurance, shared facilities, passageway agreements or other similar matters specifically, but without limitation, confirming the good standing of such contracts and the rights of the Lender under its security;
- (h) an assignment for security purposes of all of the Borrower's right, title and interest in and to all purchase agreements, sales proceeds and purchaser deposits affecting the Property. In addition, if a condominium, all condominium corporation voting rights shall be assigned to the Lender, or its nominee;
- (i) insurance coverage which has been reviewed and approved by the Lender as required by the Lender in consultation with its insurance consultant; and
- (j) such other security and documents as the Lender or its solicitor may deem necessary.

13. Conditions Precedent

The Advance of the Loan shall be subject to the satisfaction of the conditions precedent set out below, all to the satisfaction of the Lender, in its sole and absolute discretion:

- (a) the Lender's approval of the financial condition of the Borrower, the Guarantors and the Property;
- (b) satisfactory review by the Lender of the subsequent financing to be registered subject to the Lender's first mortgage and intercreditor agreement (subordination/priority agreement) in favour of the Lender from the subordinate lender if so required by the Lender;
- (c) satisfactory environmental site assessment for the Property and a transmittal letter from the author of such report in form and terms satisfactory to the Lender;
- (d) title must be acceptable and all security documents must be registered, the Lender's solicitor must provide a satisfactory report on registration of the Security, the Lender's solicitor must confirm that no adverse filings concerning the Borrower or the Guarantors have been registered in any department or agency of government which, in the solicitors' opinion, could affect the security or priority of the Security, and all other terms and conditions of this commitment must be satisfied;
- (e) delivery of certified directors resolutions, officers certificates and legal opinions of the Borrower's solicitors, as the Lender and its solicitors may require;
- (f) confirmation that the Borrower has complied with each of the terms and conditions of this Agreement;
- (g) confirmation that the Property is in compliance with current zoning and that there are no outstanding work or fire department orders, or that any such orders shall be paid from the proceeds of the Loan;
- (h) confirmation that all property taxes owing on the Property have been paid or will be paid from the proceeds of the Loan;
- (i) a satisfactory real property report for the Property;
- (j) completion of the Lender's due diligence review of the Borrower, Resort, the Property, the Hotel and the Golf Courses and;
- (k) a satisfactory statutory declaration from an officer or director of the Managing Partner of the Borrower as to the representations and warranties of the Borrower, whether contained in this Agreement or in any of the Security, including: accuracy of financial statements and that there has been no material adverse change in the Borrower's or Resort's financial conditions or operations as reflected in the financial statements used to evaluate this credit; satisfactory title to the Property and other assets charged by the Security; power and authority to execute and deliver documents; accuracy of documents delivered and representations made to the Lender; no pending adverse claims; no outstanding judgements; no defaults under other agreements relating to the

- 5 -

Property, the Hotel or the Golf Courses; preservation of assets; payment of all taxes; no other consents, approvals or authorizations necessary in connection with documentation; compliance of the Property with all laws; no other charges against the Property except Permitted Encumbrances; and such other matters as the Lender or its solicitors may require;

(l) all of the representations set out in this Agreement and in the Security delivered hereunder shall be true and correct in every respect and the Borrower shall have fulfilled all of their respective covenants set out in this Agreement which are required to be fulfilled on or before the Advance of the Loan;

(m) such other conditions precedent as the Lender or its solicitors may reasonably require.

14. Partial Discharges

During the Term, the Borrower may request from the Lender and the Lender will provide to the Borrower partial discharges of its Security in respect of the closing of lot sales by the Borrower, subject to and provided always that in each case, after reserving such amount of the net sale proceeds as are necessary to satisfy any tax obligation of the Borrower, Resort and their respective partners arising from the sale, 100% of the sale proceeds (net of reasonable commissions, the Participation Amount and other direct expenses associated with such sales) are paid to the Lender on account of the Loan and the Security, and further provided that all such lot sales are at prices of not less than 95% of the pro forma sale price agreed to in writing between the Borrower and the Lender prior to the Advance of the Loan, as may be amended from time to time by the written agreement of both the Borrower and the Lender. Except with the prior written consent of the Lender, no partial discharges may be granted in respect of any subdivision of the Property.

15. Expiry of Agreement

The Lender may elect to cancel this Agreement and all of the Lender's obligations hereunder if the Security is not registered and in place and the initial Advance has not been made on or before the Expiry Date. The Borrower's obligations hereunder shall survive the termination of this Agreement.

16. Professional Advisors

The title report, security and all other documents relating to this financing and the processing of all legal steps with respect to Advances shall be prepared and carried out by Mark Schmidt of the law firm of Davis LLP, located at #2800-666 Burrard Street, British Columbia, Canada, V6C 2Z7 (Telephone: 604.643.6401)

17. Schedules

The following schedules attached hereto will form a part of this Agreement:

- (a) Schedule A: Standard Terms and Conditions
- (b) Schedule B: Property and Permitted Encumbrances

-6-

(c) Schedule C: Nominees

18. Acceptance

This Agreement shall not become effective until the Borrower, and the Lender have signed it and a fully executed copy is returned to the Lender's office by no later than 12:00 noon Pacific Time on the 30th day of September, 2013. The Borrower hereby acknowledges and agrees to the terms and conditions of this Agreement and authorize the Lender to instruct its solicitor to proceed with due diligence and the preparation of Security documentation. This Agreement and any fees earned pursuant to this Agreement, together with any expenses or costs incurred by the Lender, including but not limited to appraisal, re-appraisal, inspections, re-inspections, title searches, plan reviews, soil tests, survey, environmental assessments, and all legal costs on a solicitor and own client basis, are deemed to be a charge on the Property referred to herein and the Lender may file and maintain a caveat on the title to the Property to protect that charge and the Borrower does hereby mortgage to the Lender all of their estate and interest in the said Property and agree to indemnify and save the Lender harmless in respect of all such expenses and costs. This letter supersedes all prior agreements and other communications between the parties hereto.

Yours truly,

SANOVEST HOLDINGS LTD.

Per: 

We confirm our agreement to the terms of this Agreement, including the Schedules attached hereto, and agree to be bound by the terms hereof.

Dated at Vancouver, in the Province of British Columbia, this 8th day of October, 2013.

ECOASIS DEVELOPMENTS LLP,
by its managing partner Ecoasis Bear Mountain Ltd.

Per: 

Dan Matthews
Authorized Signatory

ECOASIS RESORT AND GOLF LLP,
by its managing partner Ecoasis Bear Mountain Ltd.

Per: 

Dan Matthews
Authorized Signatory

Davis: 14692280.3

-6-

(c) Schedule C: Nominees

18. Acceptance

This Agreement shall not become effective until the Borrower, and the Lender have signed it and a fully executed copy is returned to the Lender's office by no later than 12:00 noon Pacific Time on the 30th day of September, 2013. The Borrower hereby acknowledges and agrees to the terms and conditions of this Agreement and authorize the Lender to instruct its solicitor to proceed with due diligence and the preparation of Security documentation. This Agreement and any fees earned pursuant to this Agreement, together with any expenses or costs incurred by the Lender, including but not limited to appraisal, re-appraisal, inspections, re-inspections, title searches, plan reviews, soil tests, survey, environmental assessments, and all legal costs on a solicitor and own client basis, are deemed to be a charge on the Property referred to herein and the Lender may file and maintain a caveat on the title to the Property to protect that charge and the Borrower does hereby mortgage to the Lender all of their estate and interest in the said Property and agree to indemnify and save the Lender harmless in respect of all such expenses and costs. This letter supersedes all prior agreements and other communications between the parties hereto.

Yours truly,

SANOVEST HOLDINGS LTD.

Per: _____

We confirm our agreement to the terms of this Agreement, including the Schedules attached hereto, and agree to be bound by the terms hereof.

Dated at Vancouver, in the Province of British Columbia, this 8th day of October, 2013.

ECOASIS DEVELOPMENTS LLP,
by its managing partner Ecoasis Bear Mountain Ltd.

Per: 
Dan Matthews
Authorized Signatory

ECOASIS RESORT AND GOLF LLP,
by its managing partner Ecoasis Bear Mountain Ltd.

Per: 
Dan Matthews
Authorized Signatory

Davis: 14692280.3

-7-

0884185 B.C. LTD.By: 

Dan Matthews
Authorized Signatory

0884188 B.C. LTD.By: 

Dan Matthews
Authorized Signatory

0884190 B.C. LTD.By: 

Dan Matthews
Authorized Signatory

0884194 B.C. LTD.By: 

Dan Matthews
Authorized Signatory

BM 81/82 LANDS LTD.By: 

Dan Matthews
Authorized Signatory

BM 83 LANDS LTD.By: 

Dan Matthews
Authorized Signatory

- 8 -

BM 84 LANDS LTD.By: 

Dan Matthews
Authorized Signatory

BM CAPELLA LANDS LTD.By: 

Dan Matthews
Authorized Signatory

BM CLUBHOUSE 40 LTD.By: 

Dan Matthews
Authorized Signatory

**BM HIGHLANDER DEVELOPMENT
LTD.**By: 

Dan Matthews
Authorized Signatory

**BM HIGHLANDS GOLF COURSE
LTD.**By: 

Dan Matthews
Authorized Signatory

BM HIGHLANDS LANDS LTD.By: 

Dan Matthews
Authorized Signatory

-9-

BM MOUNTAIN GOLF COURSE LTD.By: 

Dan Matthews
Authorized Signatory

BM RESORT ASSETS LTD.By: 

Dan Matthews
Authorized Signatory

SCHEDULE "A"
STANDARD TERMS AND CONDITIONS

I. DEFINITIONS / INTERPRETATION

- (a) **Definitions.** In this Agreement, unless the context otherwise requires:
- (i) "Agreement" means the Commitment Letter and all schedules attached thereto, including these Standard Terms and Conditions;
 - (ii) "Business Day" means a day of the week, other than Saturday, Sunday or any other day which is a statutory or a municipal holiday in the municipality in which the Property is situated;
 - (iii) "Commitment Letter" means the letter to which these Standard Terms and Conditions are attached;
 - (iv) "Environmental Laws" means all applicable international, federal, provincial or local treaties, conventions, laws, statutes, regulations, orders, bylaws, government decrees or ordinances relating to fisheries, health and safety, the protection or preservation of the environment or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of Hazardous Substances;
 - (v) "Expiry Date" means the latest date set out in Section 6 of the Commitment Letter for making the Advance of the Loan;
 - (vi) "Funding Date" means the anticipated date for the initial Advance of the Loan as set out in Section 6 of the Commitment Letter;
 - (vii) "Managing Partner" means Ecoasis Bear Mountain Ltd., the managing partner of both the Borrower and Resort;
 - (viii) "Nominees" means the companies set out in Schedule "C" which hold legal title to the Property;
 - (ix) "Hazardous Substances" means a hazardous substance or environmental contaminant and includes but is not limited to, contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to any Environmental Laws;
 - (x) "Lender" shall mean the Lender or its nominee;
 - (xi) "Loan" means the loan of the principal amount described in Section 6 of the Commitment Letter on the terms and conditions set out in this Agreement;
 - (xii) "Participation Agreement" means the agreement between the Borrower, Resort and Bear Mountain Land Holdings Ltd. providing for the payment of the Participation

- 2 -

Amount for a period of 15 years following acquisition of the Property by the Borrower and Resort;

- (xiii) **"Participation Amount"** means the amount payable by the Borrower or Resort to Bear Mountain Land Holdings Ltd. in connection with the sale of any parcel forming part of the Property pursuant to the terms of the Participation Agreement;
- (xiv) **"Participation Security"** means the mortgage in favour of Bear Mountain Land Holdings Ltd. charging the lands comprising the Golf Courses and certain of the lands forming part of the Hotel granted as security for the payment of the Participation Amount;
- (xv) **"Permitted Encumbrances"** shall mean the charges and encumbrances on title to the Property which are approved by the Lender, as set out in Schedule B;
- (xvi) **"Person"** includes any individual, partnership, joint venture, trust, unincorporated organization or any other association, corporation and government or any department or agency thereof;
- (xvii) **"satisfactory"** shall mean acceptable to the Lender in its absolute, sole and unfettered discretion;
- (xviii) **"Security"** means all of this security required by the Lender pursuant to this Agreement; and
- (xix) **"Standard Terms and Conditions"** means these standard terms and conditions which are attached to the Commitment Letter and form part of the Agreement.

Any other capitalized terms or words, if not specifically described in these Standard Terms and Conditions, shall have the meaning ascribed thereto in the Commitment Letter or the Schedules hereto.

- (b) **Headings.** The headings of all provisions herein are inserted as a matter of convenience only and not to define the intent of the subject matter thereof.
- (c) **Dollars.** All references in this Agreement to "\$" or "dollars" are to Canadian dollars, unless otherwise indicated.
- (d) **Gender and Number.** Words importing the singular include the plural (and vice versa) and words denoting a given gender shall include all other genders. For greater certainty, all references to the Borrower and the Property in this Agreement shall include all borrowers, covenantors and properties identified above.
- (e) **Days.** Except as otherwise herein expressly set forth, where the day on or by which any act, matter or thing is to be done under this Agreement is a day other than a Business Day, that act, matter or thing will be done on the next succeeding Business Day.
- (f) **References.** All references in this Agreement to any agreement, instrument, authorization or other document shall include reference to such agreement, instrument, authorization or other document has the same may from time to time be amended, supplemented, replaced, notated or restated.

2. REPRESENTATIONS AND WARRANTIES

(a) The Borrower and Resort jointly and severally represent and warrant to the Lender as follows, on the understanding that the Lender is relying upon all such representations and warranties in making this Agreement and all Advances of the Loan hereunder:

- (i) **Status of Borrower and Resort** - each of the Borrower and Resort is duly registered as a limited liability partnership under the laws of the Province of British Columbia is duly organized and validly existing;
- (ii) **Status of Nominees** - each of the Nominees is a corporation duly incorporated under the laws of the Province of British Columbia is duly organized, validly existing and in good standing;
- (iii) **Status of Managing Partner** - The Managing Partner is a corporation duly incorporated under the laws of the Province of British Columbia is duly organized, validly existing and in good standing;
- (iv) **Powers and Authority** - each of the Borrower and Resort has the power and authority to carry on the business now being carried on by it and each of the Borrower, the Guarantors and the Managing Partner has the full power and authority to enter into this Agreement and to execute and deliver the Security;
- (v) **Proceedings** - all necessary and requisite proceedings, resolutions and authorizations have been taken, passed, done and given by the Borrower, the Guarantors and the Managing Partner and by their respective directors, officers, partners, and shareholders, as applicable, to authorize, permit and enable the Borrower to borrow the Loan from the Lender and for the Borrower and the Guarantors to execute and deliver this Agreement and the Security documents to which it is a party;
- (vi) **Not Contravene Constatting Documents** - neither the borrowing of the Loan nor the issue of the Security will be in contravention or constitute default under the constating documents of the Borrower, the Guarantors or the Managing Partner;

- 4 -

- (vii) **Not Contravene Any Agreement** - neither the borrowing of the Loan nor the issue of the Security will be in contravention or constitute default under any indenture, deed, agreement, undertaking or obligation of the Borrower, the Guarantors or the Managing Partner or to which the Borrower, the Guarantors or the Managing Partner is a party;
- (viii) **No Action or Proceedings** - there are no actions or proceedings pending or, to the knowledge of the Borrower or the Managing Partner, threatened which challenge the validity of this Agreement, the validity of any of the Security or which might result in a material adverse change in the financial condition of the Borrower or Resort, or which would materially adversely affect the ability of the Borrower, the Guarantors or the Managing Partner to perform its/their obligations under this Agreement, the Security or any other document in connection herewith;
- (ix) **Title to Property** - the Borrower, Resort and the Nominees, collectively, will be the legal and beneficial owner of the Property, and will have good and marketable title and possession thereto, free from all mortgages, charges, liens or other encumbrances whatsoever, except for the Security and Permitted Encumbrances;
- (x) **Legal Compliance** - the Property and the assets comprising the Hotel and the Golf Courses, and the use and occupancy thereof and revenues therefrom are, and shall be at the time of each disbursement, authorized and in accordance with all applicable legislation and there are, and shall be at the time of each disbursement, no work orders or liens outstanding against the Property or any of the assets comprising the Hotel and the Golf Courses;
- (xi) **Constatng Documents** - the Borrower has provided the Lender or its solicitors with true, complete and correct copies of all constating documents of the Borrower, the Guarantors and the Managing Partner including registers of directors, shareholders and partners, as applicable;
- (xii) **Disclosure** - all information pertaining to the current and proposed use of the Property, the operations of the Hotel and Golf Courses and the Borrower's financial condition has been fully disclosed to the Lender. There is no legal action instituted, threatened or pending against the Borrower, the Guarantors, the Managing Partner, the Property, the Hotel or the Golf Courses which has not been disclosed by the Borrower to the Lender in writing in connection with its application for the Loan and the Borrower has no notice of any work orders, deficiency notices or notices of violation pertaining to the Property, the Hotel or the Golf Courses. Existing improvements on the Property have been built in accordance with plans and specifications approved by required governmental authorities and in a good and workmanlike manner;
- (xiii) **Financial** - all financial and other information provided by the Borrower to the Lender, including but not limited to financial and other information provided in respect of the values and other matters pertaining to the Property, the Hotel, the Golf Courses and their respective operations is true and accurate and may be relied upon by the Lender in executing this Agreement and making the Loan;
- (xiv) **Hazardous Materials** - to the best of the Borrower's knowledge, after due inquiry, the Property and existing prior uses comply and have at all times complied with all Environmental Laws and, without limiting the generality of the foregoing:

- 5 -

- A. the Property has never been used as a land fill site or to store Hazardous Substances either above or below ground, in storage tanks or otherwise;
- B. all Hazardous Substances used in connection with the business conducted on the Property have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- C. no Hazardous Substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Property as a result of the conduct of the business on the Property;
- D. no notices of any violation of any matters referred to above relating to the Property or its use have been received by the Borrower and there are no directions, writs, judgments, orders or judgments outstanding, no law suits, claims, proceedings, or investigations being instituted or filed; and
- E. the Property and all improvements thereon will do not and never have contained UFFI, PCB's or asbestos in any form.

3. POSITIVE COVENANTS

(a) The Borrower and Resort jointly and severally covenant with the Lender:

- (i) **Corporate Existence** - to at all times maintain the corporate existence of the Borrower, the Guarantors and the Managing Partner;
- (ii) **Conduct Business** - to carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practices;
- (iii) **Books of Account** - to keep or cause to be kept proper books of account in accordance with sound accounting practice, and provide the Lender with access thereto during normal business hours;
- (iv) **Insurance** - to obtain and keep in force insurance in respect of the Property, the Hotel and the Golf Courses and their respective operations which meets the requirements of the Lender and whenever and to the extent required in writing by the Lender, they will:
 - A. furnish a certificate by an independent appraiser or insurance adjuster selected by the Borrower and approved by the Lender as to the sufficiency of such insurance, which certificate will be conclusive as against the Borrower both as to the amount of insurance required hereunder and the perils against which coverage is required hereunder and the Borrower will immediately insure in accordance with such certificate;
 - B. cause to be endorsed in such form as may be required by the Lender on the policies evidencing such insurance a notation that any amounts payable under such policies will be paid to the Lender as its interest may appear; and
 - C. deposit with the Lender every policy and renewal certificate for such insurance or a certified copy thereof;

- 6 -

- (v) **Other Indebtedness** - to pay and discharge as they become due all payments due and owing under, or with respect to, any previous indebtedness created or security given by them to any person or corporation and will observe, perform and carry out all the terms, covenants, provisions and agreements relating thereto and any default in payment of any monies due and payable under or relating to any previous indebtedness or security or in the observance, performance or carrying out of any of the terms, covenants, provisions and agreements relating thereto will be deemed to be a default hereunder at the option of the Lender and any and all remedies available to the Lender hereunder by reason of any default hereunder or by law or otherwise will be forthwith available to the Lender upon any default of the Borrower or they kept covenantor under the previous security;
- (vi) **Costs Caused By Default** - upon the default in any covenant to be performed by the Borrower, the Guarantors or the Managing Partner hereunder or under the Security, the Lender may perform any covenant capable of being performed by the Lender and if the Lender is put to any costs, charges, expenses or outlays to perform any such covenant, they will indemnify the Lender for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays incurred by the Lender (including solicitors' fees and charges incurred by the Lender on a solicitor and own client basis) and will be secured by the Security;
- (vii) **Court Costs** - that in any judicial proceedings taken to enforce this Agreement and the covenants of them hereunder or to enforce or redeem the Security or to foreclose the interest of the Borrower and the Guarantors in any property subject thereto, the Lender will be entitled to costs on a special costs basis. Any costs so recovered will be credited against any solicitors' fees and charges paid or incurred by the Lender relating to the matters in respect of which the costs were awarded;
- (viii) **Reporting** - provide the Lender with all such financial information in respect of the Property, the Hotel, the Golf Courses and their respective operations that the Lender may reasonably request;
- (ix) **Publication** - to permit the Lender to publish in any newspaper, periodical, any other publication notice or erect signage on site of the financing provided by the Lender pursuant to this Agreement, provided that such notice will not set out any particulars of the financing other than the names of the parties, the description of the project, and such other information as may be approved by the Borrower, such approval not to be unreasonably withheld;
- (x) **Subsequent Financing** - provide the Lender with the first right to provide any construction or subsequent financing in respect of the Property on terms satisfactory to the Borrower;
- (xi) **Environmental Remediation** - within 60 days of the date of any Advance, they will cause all oil and other underground storage tanks located on the Property to be removed and cause such properties to be remediated to the Lender's and any applicable governmental authority's satisfaction; and
- (xii) **Liens** - at all times and until repayment in full of the Loan, there shall have been full and complete compliance with all requirements of the appropriate construction, mechanic's or builder's lien legislation and these shall be submitted to the Lender, in form and substance satisfactory to the Lender, with evidence of such compliance. The Lender may

- 7 -

retain from any disbursement such amounts as it considers advisable to protect its interest from subordination or other prejudice under such legislation. The Borrower shall provide additional security, information and documentation as may be required by the Lender to preserve and ensure in all respects the absolute priority of the Security over any rights of any existing or potential lien claimants. The Lender reserves the right to hold back additional amounts due to suppliers or contractors, which may be due under the terms of any construction, mechanic's or builder's lien legislation. Furthermore, the Lender shall have the right to make payments directly to suppliers or contractors for the Borrower's account as if advanced directly to the Borrower, as the Lender may deem necessary.

4. NEGATIVE COVENANTS

(a) The Borrower and Resort jointly and severally covenant with the Lender that it will not, without the consent in writing of the Lender first had and obtained,:

- (i) **Grant Security** - make, give or create or attempt to make, give or create any mortgage, charge, lien, security interest or encumbrance upon the Property or any part or parts thereof, including personal property collateral thereto, except as permitted by this Agreement;
- (ii) **Sell Properties** - make any sale or dispose of any part of the Property at less than fair market value and then only in the ordinary course of business or pursuant to existing contracts of purchase and sale entered into by the Borrower at prices not less than the amounts approved by the Lender in the Borrower's pro forma budgets, and if the Borrower disposes of the whole or any part of the Property it will pay the proceeds of the sale thereof, firstly to the Lender to be applied on account of the outstanding balance of the Loan;
- (iii) **Prepay Obligations** - pay or satisfy, before the due date thereof, any obligation of the Borrower or Resort;
- (iv) **Payments Out of Usual Course** - make any payments to any person other than in the normal course of business;
- (v) **Pay salaries** - except in accordance with the budget previously approved by the Lender, make any payments up salaries, bonuses or other remuneration to:
 - A. any shareholder, partner, director or officer of the Borrower or Resort;
 - B. any person related by blood or marriage to any of the persons described in A above;
 - C. any corporation controlled by the Borrower and its associates (within the meaning of the word "associate" as defined in the *Canada Business Corporations Act*, R.S.C. 1995, c. C-44); or
 - D. in any calendar year in aggregate in excess of the amount prescribed by the Lender from time to time in writing (and if no amount is prescribed the amount will be the amount paid in the calendar year prior to the calendar year in which the Security is executed);

- 8 -

- (vi) **Pay Partners' or Other Non-arm's Length Loans** - make any payment (whether for principal, interest or otherwise) on account of indebtedness owing to, or when initially incurred was owing to, partners, shareholders or directors of the Borrower, Resort or related companies or individuals;
- (vii) **Make Loans** - make loans or extend credit to any person (including specifically if it is a corporation, any partner, directors, officers or shareholders of the Borrower or Resort and any person related by blood or marriage to such persons or any corporation controlled by such person or relative or by the Borrower or Resort) except customers of the Borrower in the ordinary course of business;
- (viii) **Reduce Capital** - purchase or redeem any of the shares or ownership interests or otherwise reduce the share or partnership capital of the Borrower or Resort;
- (ix) **Alter Structure** - in any way vary or alter the share or partnership structure of the Borrower or Resort;
- (x) **Declare Dividends or other Distributions** - declare or provide for any dividends or other payments based upon share or partnership capital of the Borrower or Resort;
- (xi) **Borrow Elsewhere** - except for operating lines of credit maintained in the ordinary course of business, raise or borrow any money from any person other than the Lender, partners of the Borrower or Resort and trade creditors of the Borrower or Resort in the ordinary course of business; or
- (xii) **Guarantee** - guarantee, indemnify any person for, or endorse for accommodation, the obligations of any other person, directly or indirectly.

5. EVENTS OF DEFAULT

(a) The whole of the outstanding balance of the Loan (including principal, interest, bonus and expenses) will immediately become due and payable and the Security will become enforceable in each and every of the following events (each an "Event of Default"):

- (i) **Default** - if the Borrower or any Guarantor fails to observe or perform something required to be done or some covenant or condition required to be observed or performed hereunder or pursuant to the Security;
- (ii) **Permits To Be Done** - if the Borrower or any Guarantor does, or permits to be done, anything which the Borrower has herein agreed not to do or permit to be done hereunder or pursuant to the Security or this Agreement;
- (iii) **Misrepresentation** - if any representation or warranty given by the Borrower or any Guarantor (or any partner, director or officer thereof) hereunder or pursuant to the Security is untrue in any material respect;
- (iv) **Winding Up** - if an order is made or a resolution passed for the winding-up of the Borrower or any Guarantor, or if a petition is filed for the winding-up of the Borrower or any Guarantor;
- (v) **Bankruptcy** - if the Borrower, any Guarantor, or the Managing Partner commits or threatens to commit any act of bankruptcy or becomes insolvent or makes an assignment

- 9 -

or proposal under the *Bankruptcy and Insolvency Act* (Canada) or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition is filed or presented against the Borrower or any Guarantor;

- (vi) **Arrangement** - if any proceedings with respect to the Borrower, any Guarantor or the Managing Partner is commenced under the *Companies Creditors Arrangement Act* (Canada);
- (vii) **Execution Etc.** - if any execution, sequestration, extent or any other process of any Court become enforceable against the Borrower, any Guarantor, or the Managing Partner or if a distress or analogous process is levied against the property of the Borrower or any Guarantor, or any part thereof;
- (viii) **Other Indebtedness** - if the Borrower or any Guarantor permits any sum which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon the Property or other properties and assets subject to the Security, in priority to the Security to remain unpaid after proceedings have been taken to enforce the same as a prior charge;
- (ix) **Default of Other Payment or Performance of Obligations** - if the Borrower or any Guarantor defaults in any material respect in observing or performing any term, covenant or condition of any debt instrument or similar obligation by which it is bound, whether secured or not;
- (x) **Sale, Lease or Assignment of Lease** - if, without the prior written consent of the Lender, the Borrower or any Guarantor sells, agrees to sell, sub-leases, or otherwise disposes or agrees to dispose of the Property or any part or parts thereof or any interest therein;
- (xi) **Mortgage or Encumbrance** - if, without the prior written consent of the Lender, the Borrower or any Guarantor grants or agrees to grant any further mortgage of the Property or any part or parts thereof or any interest therein or otherwise permits any of the Property to be encumbered in any manner other than by encumbrances specifically permitted hereunder;
- (xii) **Development Contract Default** - if the Borrower or any Guarantor defaults under any material contract entered into by the Borrower or any Guarantor with respect to the Property;
- (xiii) **Change of Control** - if, without the prior written consent of the Lender, there is, in the opinion of the Lender, a change of effective control of the Borrower, Resort or the Managing Partner;
- (xiv) **Cease Carrying on Business** - if the Borrower, Resort or the Managing Partner, either directly or indirectly, ceases or threatens to cease to carry on business;
- (xv) **Change in Risk** - if, in the sole opinion of the Lender, an adverse material change in risk occurs in respect of the Borrower, any Guarantor, the Property, the Hotel, the Golf Courses or the Security;
- (xvi) **Insecurity** - if the Lender in good faith and on commercially reasonable grounds believes that the ability of the Borrower to repay the Loan to the Lender or that the

ability of the Borrower or any Guarantor to perform any of the covenants contained in this Agreement or the Security is impaired or is about to be impaired or in jeopardy;

(xvii) Default Under Security - if an event of default occurs under any of the Security.

- A. **Waiver.** The Lender may waive any Event of Default, provided always that no waiver by the Lender or any failure to take any action to enforce its rights or to enforce any security will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.
- B. **Remedies Not Restrictive.** All remedies stipulated for by the Lender hereunder or in any of the Security will be deemed to be in addition to and not restrictive of the remedies which the Lender might be entitled to at law or in equity and the Lender may realize any of the Security or any part thereof in such order as it may be advised and any such realization by any means will not bar realization of any other security or any part or parts thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof nor will the failure on the part of the Lender or any delay in exercising any rights under this Agreement or any of the Security operate as a waiver.
- C. **Set Off.** If an Event of Default has occurred and is continuing, in addition to and not in limitation of any rights now or hereafter granted under applicable law or the Security, the Lender may without notice to the Borrower or the Guarantors and at any time and from time to time set-off, apply or transfer any or all sums owing from time to time by the Lender to the Borrower towards the satisfaction of the outstanding balance of the Loan (including principal, interest and other amounts owing).
- D. **Indemnity.** The Borrower agrees to indemnify and save harmless the Lender and each of its directors, officers, employees and agents from and against all liabilities, claims, losses, damages, costs and expenses in any way caused by or arising directly or indirectly from or in consequence of the occurrence of any Event of Default under this Agreement or under the Security. The Borrower further agrees to indemnify and save harmless the Lender and each of its directors, officers, employees and agents from and against all liabilities, claims, losses, damages, costs and expenses (including investigation costs, clean-up costs, and any other actions necessary pursuant to any applicable environmental laws, and all reasonable legal fees, costs and expenses, on a solicitor and own client basis), asserted against or for the account of the Lender, in any way caused by or arising directly or indirectly from or in consequence of the occurrence of any material non-compliance by the Borrower, or any of their agents or other representatives of applicable environmental laws. The indemnities provided for in this paragraph shall survive the termination of this Agreement and the repayment of the Loan.

6. GENERAL TERMS AND CONDITIONS

- (a) **Management.** If the Property is managed by someone other than by the Managing Partner for and on behalf of the Borrower, the Property is to be managed at all times by a property manager acceptable to the Lender and on terms acceptable to the Lender. The appointment of or a change in the property manager without the Lender's approval shall constitute an Event of Default. Management fees

shall at no time exceed the fair market value of fees charged by property managers to owners of similar properties.

(b) **Maximum Rate of Return.** If the "interest" (as defined or determined by the statute establishing or defining illegal rates of interest) charged or chargeable ("Interest") under the offer of credit in this Agreement, on the credit advanced pursuant to this Agreement or pursuant to any security granted under this letter (any of which Interest provision is referred to as the "Interest Provisions") would, except for this paragraph, constitute an illegal rate of interest, then the Interest on the credit so advanced or secured will be reduced such that the total Interest under the Interest Provisions will be that amount or rate which collectively equates to that rate of interest that is 1% per annum less than the minimum rate that would be an illegal rate of interest, calculated according to generally accepted actuarial practices and principles. Such reduction will be effected by reducing, or refunding to the Borrower, such of the interest, charges, and expenses (or a combination thereof) constituting Interest payable as may be designated by the Lender in its sole discretion.

(c) **Surveys.** Each survey delivered hereunder shall indicate the boundaries of the Property, building dimensions, the location of the foundations thereon, the location of all easements and rights-of-way and shall be accompanied by a surveyor's certificate, certifying that all foundations are fully within the boundaries of the Property, that the location of the foundations is in compliance with all municipal and civic siting bylaws and regulations, that the Property is free from any easements, except easements for public utilities and similar charges that do not affect the marketability of the Property and are consistent with its use (or, where such is not the case, specific identification of encroachments or non-compliance).

(d) **Real Property Taxes.** All property tax payments or any other taxes charged against the Property shall be paid prior to or coincide with the Advance of funds. The Lender may require the Borrower to make arrangements to have the taxes paid by monthly instalments to the appropriate municipal authority in order to have them paid in full on their due date. The Borrower is to provide evidence of same to the Lender on a quarterly basis. If an Event of Default has occurred and is continuing, the Lender shall also have the right to require the establishment of a tax reserve by way of monthly payments by the Borrower to the Lender representing 1/12 of the estimated taxes payable. The Lender shall not be responsible for the payment of any tax arrears.

(e) **Further Documents.** Notwithstanding anything contained in this Agreement, the Landlord may request other documents containing such other assurances, information and covenants as our solicitors may require with regard to the Loan and Security.

(f) **Repayment of the Loan.** The Loan shall be repayable on demand by the Lender following the occurrence of an Event of Default, and shall in any event be repaid in full at the end of the Term of the Loan. Any payment of any amount due to the Lender hereunder or in the Security documents, whether on account of principal, interest, fees, expenses or other amounts, must be received by the Lender at the Lender's address by 1:00 pm Pacific Time on a business day, failing which such payment will be deemed to be received on the next Business Day.

(g) **Equity and Restriction on Further Financing.** The Borrower agrees not to enter into any further financing of the Property and not to further mortgage or encumber the Property in any manner whatsoever without the prior written approval of the Lender which approval may be withheld in the Lender's sole discretion. The Borrower will provide evidence, satisfactory to the Lender, as to the source of the Borrower's required equity in the Property. The Borrower shall disclose to the Lender all existing or proposed financing related to the Property and the personal property used in connection therewith and shall not pledge, charge or otherwise encumber its interest in the Property nor any personal property used

in connection with the Property to any party other than the Lender, without the prior written consent of the Lender.

Any financial encumbrance ranking subsequent or subordinate to the Security that is permitted by the Lender ("Subordinate Security") shall be fully subordinated and postponed to the Loan and the Security (including all renewals, amendments, extensions and supplements thereof) pursuant to a priority, postponement and standstill agreement ("Subordination Agreement"), providing, without limitation, that: (a) the Subsequent-ranking financial encumbrancer ("Subordinate Lender") grants to the Lender priority over its interest in the Property, rents and personal property relating to the Property, proceeds of insurance and expropriation and agrees to execute and deliver a priority agreement granting priority to a takeout mortgage; (b) the Subordinate Lender shall not take any steps to realize on the Subordinate Security or otherwise pursue any of its remedies, nor amend the Subordinated Security, until the Loan has been paid in full, the whole unless it obtains the prior written consent of the Lender, which the Lender in its unfettered discretion may provide or withhold as it sees fit; (c) the Subordinate Lender will deliver to the Lender copies of any notices of default which it gives to the Borrower; (d) the Subordinate Lender shall not receive or accept any payment, prepayment of any portion of the principal secured by the Subordinate Security, until the Loan has been repaid in full and the Lender's Security has been discharged; any such payment received by the Subordinate Lender in contravention with the foregoing shall be held in trust for the Lender and paid to the Lender forthwith.

The Lender's consent to any Subordinate Security shall cease to apply in the event of any assignment or transfer of any of such charges by any Subordinate Lender, whereupon the Security shall at the option of the Lender be deemed in default, unless such assignee is in all respects satisfactory to the Lender and complies in all respects with the requirements of this section and agrees to be bound to the Subordination Agreement as if an original party thereto.

These conditions shall remain binding on the Borrower and the Subordinate Lender regardless of the status of the Borrower under the Subordinate Lender's charges, and of other security and regardless of the state of account thereunder.

If the Property is being developed as a condominium or strata project, the Subordinate Lender must unconditionally consent in writing to registration of a condominium plan with respect to the Property; and the Subordinate Lender must agree and undertake in favour of the Lender in writing to unconditionally provide partial discharges and full discharges of its charges of the Property and all personal property relating to the Property regardless of the state of account and status of the said charges, and without any payments to be made to it/them with respect to such discharges and must unconditionally and irrevocably direct and authorize all net proceeds from sale of units in the condominium corporation to be declared with respect to the Property to be paid to the Lender regardless of the amount of the sale prices and net proceeds of such sales. For the purpose aforesaid the Subordinate Lender must provide to the Lender's solicitors immediately following registration of the condominium plan fully executed individual partial discharges of all units together with an irrevocable direction and authorization to the Lender's solicitors to hold same pending completion of sales of individual units and upon completion of such sale(s) to register same on title to such units.

(h) **Partial Discharges.** The Property may be subdivided or stratified only with the prior written consent of the Lender, which consent may be withheld by the Lender in its sole discretion. If the Property is subdivided or stratified with the Lender's consent, the Lender shall not be obligated to provide partial discharges of the security for the Loan except on terms agreed to in writing by the Lender.

(i) **Withholding Taxes.** All payments in respect of interest under this Agreement will be made free and clear without deduction or withholdings for any taxes, duties, fees or other charges, unless those

- 13 -

deductions or withholdings are required by law. If the Borrower is required by law to make any such deduction or withholding, it will pay such additional amounts as will result in receipt by the Lender of the full amount which would have been paid had no such deduction or withholding been made. If the Borrower is required by law to make a deduction or withholding, the Borrower shall make that deduction or withholding within the time allowed and in the minimum amount required by law. Within 30 days of making any such deduction or withholding, the Borrower shall deliver to the Lender evidence satisfactory to the Lender that the deduction or withholding has been made and that appropriate payment has been made to the relevant taxing authority.

(j) **Expenses.** Whether or not the Loan is advanced, the Borrower shall assume and pay all of the Lender's costs and expenses relating to the Loan and the transactions contemplated herein, including all legal costs, on a solicitor and own client basis, appraisal, re-appraisal, inspections, re-inspections, title searches, plan reviews, soil tests, survey, environmental assessments, insurance consultation and travel costs. Such costs and expenses may be added to the then outstanding principal balance of the Loan and shall bear interest at the interest rate under the Loan. In addition, the Borrower shall pay to the Lender an administration fee of \$200 for each land title document (provided however, that in the case of discharges, including partial discharges, the Borrower shall pay an administration fee of \$200 for each strata or fee simple title subject to such discharge document), certificate, confirmation, returned cheques, settlement (other than a payout statement or balance confirmation issued to the Borrower), or similar document issued or executed by the Lender at the Borrower's request.

(k) **Further Assurances.** The Borrower shall, at the Lender's request, execute or deliver such further documentation and enter into such other agreements as are necessary for the securing of the Loan and the fulfilling of the terms contained herein, and deliver such financial and other information concerning the Borrower as the Lender may require, and satisfy the terms and conditions herein to permit the disbursement of the entire amount of the Loan.

(l) **Financial Information.** Until the repayment of the Loan, the Borrower shall provide the Lender (i) within 20 days of the end of each month, detailed management prepared financial statements for the Borrower and (ii) within 90 days after the end of each fiscal year, a detailed financial statement of the Borrower, including a separate income and expense statement for the Property, an operating statement and an updated rent roll containing relevant lease terms for the Property, all satisfactory to the Lender in form and content. The annual financial statements are to be prepared and audited by a chartered accountant licensed under the applicable legislation in the Province where the Property is located. The Borrower authorizes the Lender to obtain such financial information as the Lender may require.

(m) **Survival.** Except as specifically provided herein, the terms, conditions, representations and warranties expressed herein shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender and the Borrower, shall enure to the benefit of the successors and assigns of the Lender and the Borrower, and shall not merge on the execution or registration of the Security.

(n) **Notices / Communications.** All notices and other communications provided for hereunder shall be in writing, personally delivered or sent by prepaid first class mail or telecommunications, and if to the Lender addressed to the address above noted to the attention of the President, and if to the Borrower to the address noted above. The date of receipt of any such communication shall be deemed to be the date of delivery, if delivered as aforesaid, or on the third business day following the date of mailing, as aforesaid. Any party hereto may change its address for service from time to time by written notice in the manner herein provided. In the event of a postal disruption or an anticipated postal disruption, prepaid first class mail will not be an acceptable means of communication.

(o) **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws of the Province of British Columbia.

(p) **Waivers.** Except as otherwise expressly provided herein, this Agreement cannot be waived, changed, amended, discharged or terminated other than by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

(q) **Other Agreements.** This Agreement, including all schedules attached hereto, when accepted by the Borrower, will constitute the entire agreement and understanding between the parties hereto with respect to the Loan and supersedes all other prior agreements, understandings or commitments, oral or written. This Agreement shall assume the accuracy of information previously supplied by the Borrower and will presuppose no material adverse change in the Borrower prior to any Advance. Any approvals or consents required to be made or given by the Lender hereunder must be expressly given pursuant hereto and shall not be construed by the delivery or receipt of documents.

(r) **Time of the Essence.** Time shall be of the essence in all respects hereof.

(s) **Privacy Act Consent.** With regard to any personal information that is provided with respect to the Loan and the transactions contemplated herein, the Borrower consents to the collection, use, and disclosure of that information for the following purposes: to understand their financial status in order to approve the subject financing; to meet regulatory requirements, to ensure that they receive a high standard of service, to enable the Lender to manage and enforce the credit facility, and to verify their identities. The Lender may from time to time give this personal information to credit bureaus and other financial institutions. The Lender may also share this personal information with employee or other agent of the Lender or any individual or group investing or participating in the Loan, and any other potential sources of business, but only as needed for the provision and enforcement of the Loan. The Lender may place a sign or signs on the Property at the Lender's cost for advertising purposes. The Lender may use photographs and brief descriptions of the Property and the Loan in its marketing materials and advertising.

(t) **Assignment, Sale or Syndication.** Neither this Agreement nor any of the Loan proceeds may be assigned by the Borrower, but this Agreement may be assigned by the Lender without the consent of the Borrower. The Loan terms, representations and warranties herein contained shall enure to the benefit of each assignee of the Lender. The Lender shall have the right to assign, sell, syndicate, grant participations or transfer all or any portion of the Loan, whether directly or by way of securitization, and as part of any such transaction the Lender is hereby authorized to provide to prospective participants in such transactions all information received by the Lender regarding Borrower and the Property. This information will be held in strict confidence between the Lender and any prospective participant in the Loan.

SCHEDULE "B"
THE PROPERTY AND PERMITTED ENCUMBRANCES

The "Property" is each of the lands and premises situated north of Victoria, British Columbia described below and the "Permitted Encumbrances" are each of the Legal Notations and Charges listed below each property in the following tables.

HEDGESTONE LOTS

RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-141 Lot 5 Sec 82 Highland Dist Plan EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Priority Agreement No. CA2655597
25.	Priority Agreement No. CA2655598
26.	Priority Agreement No. CA2655600
27.	Priority Agreement No. CA2655602
28.	Priority Agreement No. EW5426
29.	Priority Agreement No. EW5437

-2-

30.	Priority Agreement No. EX93626
31.	Priority Agreement No. FB191152
32.	Priority Agreement No. EW5452
33.	Priority Agreement No. EW5457
34.	Easement No. FB191153
35.	Rent Charge No. CA2655596 in favour of City of Langford
36.	Restrictive Covenant No. EX72376
37.	Statutory Building Scheme No. CA2655603
38.	Statutory Right of Way No. FB191151 in favour of City of Langford

RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-159 Lot 6 Sec 82 Highland Dist Plan EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Priority Agreement No. CA2655597
25.	Priority Agreement No. CA2655598
26.	Priority Agreement No. CA2655600
27.	Priority Agreement No. CA2655602
28.	Priority Agreement No. EW5426
29.	Priority Agreement No. EW5437
30.	Priority Agreement No. EX93626

- 3 -

31.	Priority Agreement No. FB191152
32.	Priority Agreement No. EW5452
33.	Priority Agreement No. EW5457
34.	Easement No. FB191153
35.	Rent Charge No. CA2655596 in favour of City of Langford
36.	Restrictive Covenant No. EX72376
37.	Statutory Building Scheme No. CA2655603
38.	Statutory Right of Way No. FB191151 in favour of City of Langford

RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-167 Lot 7 Sec 82 Highland Dist Plan EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Priority Agreement No. CA2655597
25.	Priority Agreement No. CA2655598
26.	Priority Agreement No. CA2655600
27.	Priority Agreement No. CA2655602
28.	Priority Agreement No. EW5426
29.	Priority Agreement No. EW5437
30.	Priority Agreement No. EX93626
31.	Priority Agreement No. FB191152

- 4 -

32.	Priority Agreement No. EW5452
33.	Priority Agreement No. EW5457
34.	Rent Charge No. CA2655596 in favour of City of Langford
35.	Restrictive Covenant No. EX72376
36.	Statutory Building Scheme No. CA2655603
37.	Statutory Right of Way No. FB191151 in favour of City of Langford

RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-175 Lot 8 Sec 82 Highland Dist Plan EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Priority Agreement No. CA2655597
25.	Priority Agreement No. CA2655598
26.	Priority Agreement No. CA2655600
27.	Priority Agreement No. CA2655602
28.	Priority Agreement No. EW5426
29.	Priority Agreement No. EW5437
30.	Priority Agreement No. EX93626
31.	Priority Agreement No. FB191152
32.	Priority Agreement No. EW5452
33.	Priority Agreement No. EW5457

- 5 -

34.	Easement No. FB191153
35.	Rent Charge No. CA2655596 in favour of City of Langford
36.	Restrictive Covenant No. EX72376
37.	Statutory Building Scheme No. CA2655603
38.	Statutory Right of Way No. FB191151 in favour of City of Langford

RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-183 Lot 9 Sec 82 Highland Dist Plan EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Priority Agreement No. CA2655597
25.	Priority Agreement No. CA2655598
26.	Priority Agreement No. CA2655600
27.	Priority Agreement No. CA2655602
28.	Priority Agreement No. EW5426
29.	Priority Agreement No. EW5437
30.	Priority Agreement No. EX93626
31.	Priority Agreement No. FB191152
32.	Priority Agreement No. EW5452
33.	Priority Agreement No. EW5457
34.	Easement No. FB191153

35.	Rent Charge No. CA2655596 in favour of City of Langford
36.	Restrictive Covenant No. EX72376
37.	Statutory Building Scheme No. CA2655603
38.	Statutory Right of Way No. FB191151 in favour of City of Langford

**RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-191 Lot 10 Sec 82 Highland Dist
Plan EPP19660**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Restrictive Covenant No. FB27405
17.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
18.	Covenant No. CA2655595 in favour of City of Langford
19.	Covenant No. CA2655599 in favour of City of Langford
20.	Covenant No. CA2655601 in favour of City of Langford
21.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
22.	Covenant No. EX93625 in favour of City of Langford
23.	Covenant No. FA124596 in favour of City of Langford
24.	Exceptions and Reservations No. FB191144 in favour of The Crown in right of British Columbia
25.	Priority Agreement No. CA2655597
26.	Priority Agreement No. CA2655598
27.	Priority Agreement No. CA2655600
28.	Priority Agreement No. CA2655602
29.	Priority Agreement No. EW5426
30.	Priority Agreement No. EW5437
31.	Priority Agreement No. EX93626
32.	Priority Agreement No. FB191152
33.	Priority Agreement No. EW5452
34.	Priority Agreement No. EW5457

- 7 -

35.	Easement No. FB191153
36.	Rent Charge No. CA2655596 in favour of City of Langford
37.	Restrictive Covenant No. EX72376
38.	Statutory Building Scheme No. CA2655603
39.	Statutory Right of Way No. FB191151 in favour of City of Langford

**RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-353 Lot 11 Sec 82 Highland Dist
Plan EPP19660**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Easement No. FB191153
17.	Easement No. FB191154
18.	Restrictive Covenant No. FB27405
19.	Easement No. FB27406
20.	Restrictive Covenant No. FB231104
21.	Easement No. FB226922
Permitted Non-Financial Encumbrances	
22.	Covenant No. CA2655595 in favour of City of Langford
23.	Covenant No. CA2655599 in favour of City of Langford
24.	Covenant No. CA2655601 in favour of City of Langford
25.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
26.	Covenant No. EX93625 in favour of City of Langford
27.	Covenant No. FA124596 in favour of City of Langford
28.	Exceptions and Reservations No. FB191144 in favour of The Crown in right of British Columbia
29.	Priority Agreement No. CA2655597
30.	Priority Agreement No. CA2655598
31.	Priority Agreement No. CA2655600
32.	Priority Agreement No. CA2655602
33.	Priority Agreement No. EW5426

- 8 -

34.	Priority Agreement No. EW5437
35.	Priority Agreement No. EX93626
36.	Priority Agreement No. FB51235
37.	Priority Agreement No. FB51236
38.	Priority Agreement No. EW5452
39.	Priority Agreement No. EW5457
40.	Easement No. FA85386
41.	Easement No. FB191153
42.	Rent Charge No. CA2655596 in favour of City of Langford
43.	Restrictive Covenant No. EX72376
44.	Statutory Building Scheme No. CA2655603
45.	Statutory Right of Way No. FB191151 in favour of City of Langford

**RE: BM81/82 Lands Ltd. - Parcel Identifier 028-890-361 Lot 12 Sec 82 Highland Dist
Plan EPP19660**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
10.	Permit under Part 26 of Local Government Act No. EW120077
11.	Permit under Part 26 of Local Government Act No. EW40024
12.	Restrictive Covenant No. EX72379
13.	Easement No. EX72380
14.	Easement No. FA85386
15.	Permit No. FB13320
16.	Easement No. FB191153
17.	Easement No. FB191154
18.	Restrictive Covenant No. FB27405
19.	Easement No. FB27406
20.	Easement No. FB226922
21.	Restrictive Covenant No. FB231104
Permitted Non-Financial Encumbrances	
22.	Covenant No. CA2655595 in favour of City of Langford
23.	Covenant No. CA2655599 in favour of City of Langford
24.	Covenant No. CA2655601 in favour of City of Langford
25.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
26.	Covenant No. EX93625 in favour of City of Langford
27.	Covenant No. FA124596 in favour of City of Langford

28.	Exceptions and Reservations No. FB191144 in favour of The Crown in right of British Columbia
29.	Priority Agreement No. CA2655597
30.	Priority Agreement No. CA2655598
31.	Priority Agreement No. CA2655600
32.	Priority Agreement No. CA2655602
33.	Priority Agreement No. EW5426
34.	Priority Agreement No. EW5437
35.	Priority Agreement No. EX93626
36.	Priority Agreement No. FB51235
37.	Priority Agreement No. FB51236
38.	Priority Agreement No. EW5452
39.	Priority Agreement No. EW5457
40.	Easement No. FA85386
41.	Easement No. FB191153
42.	Rent Charge No. CA2655596 in favour of City of Langford
43.	Restrictive Covenant No. EX72376
44.	Statutory Building Scheme No. CA2655603
45.	Statutory Right of Way No. FB191151 in favour of City of Langford

HIGHLANDER SITE

**RE: BM Highlander Development Ltd. - Parcel Identifier 027-024-644 Lot 1 Sec 82
Highland Dist Plan VIP82851**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EV151155
5.	Permit under Part 26 of Local Government Act No. EV48928
6.	Permit under Part 26 of Local Government Act No. EV85847
7.	Permit under Part 26 of Local Government Act No. EV90987
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Restrictive Covenant No. EX72379
10.	Easement No. EX72380
11.	Permit under Part 26 of Local Government Act No. FA108924
12.	Restrictive Covenant No. FB27405
13.	Easement No. FB27406
14.	Permit under Part 26 of Local Government Act No. FB44283
15.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
16.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
17.	Covenant No. EV147574
18.	Covenant No. EW5436 in favour of City of Langford

- 10 -

19.	Covenant No. EX93625 in favour of City of Langford
20.	Covenant No. FA124596 in favour of City of Langford
21.	Covenant No. FB231109 in favour of City of Langford
22.	Priority Agreement No. FB231106
23.	Priority Agreement No. FB231108
24.	Priority Agreement No. FB231110
25.	Rent Charge No. EV147575 in favour of District of Langford
26.	Statutory Right of Way No. EV147578 in favour of British Columbia Hydro and Power Authority
27.	Statutory Right of Way No. EV147579 in favour of Telus Communications Inc.
28.	Statutory Right of Way No. EV147582 in favour of District of Langford
29.	Statutory Right of Way No. EV78530 in favour of District of Langford
30.	Statutory Right of Way No. EW106877 in favour of City of Langford
31.	Statutory Right of Way No. EW5465 in favour of City of Langford
32.	Statutory Right of Way No. FB115825 in favour of British Columbia Hydro and Power Authority
33.	Statutory Right of Way No. FB231105 in favour of City of Langford
34.	Statutory Right of Way No. FB231107 in favour of City of Langford
35.	Statutory Right of Way No. FB27418 in favour of City of Langford

HIGHLANDS SITE

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 005-438-187 Lot 24, Sec 17, Highland Dist, Plan 4128, except part in plan 45401

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. EX25447
2.	Permit under Part 26 of Local Government Act No. EX94242
Permitted Non-Financial Encumbrances	
3.	Covenant No. EX126687 in favour of District of Highlands
4.	Priority Agreement No. FB397563
5.	Right of Way No. B2267 in favour of British Columbia Hydro and Power Authority

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 009-861-815 Sec 5, Rge 4 W, Highland Dist, except part in plans
VIP60675, VIP67875 and VIP75584

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ES63268
2.	Permit under Part 26 of Local Government Act No. ES95026
3.	Permit under Part 26 of Local Government Act No. ET106224
4.	Permit under Part 26 of Local Government Act No. ET130135
5.	Permit under Part 26 of Local Government Act No. ET136958

- 11 -

6.	Permit under Part 26 of Local Government Act No. ET73670
7.	Permit under Part 26 of Local Government Act No. EV83546
8.	Permit under Part 26 of Local Government Act No. EX25447
9.	Permit under Part 26 of Local Government Act No. EX94242
10.	Permit under Part 26 of Local Government Act No. FB294002
Permitted Non-Financial Encumbrances	
11.	Covenant No. ES60261 in favour of District of Highlands
12.	Covenant No. ES60857
13.	Covenant No. EX126687 in favour of District of Highlands
14.	Priority Agreement No. FB397563
15.	Priority Agreement No. FB371565
16.	Priority Agreement No. FB414710
17.	Priority Agreement No. FB414711
18.	Easement No. EN22698
19.	Easement No. EV83585
20.	Right of Way No. B72660 in favour of British Columbia Hydro and Power Authority
21.	Statutory Building Scheme No. EJ16134
22.	Statutory Right of Way No. FB371564 in favour of City of Langford
23.	Statutory Right of Way No. FB414708 in favour of British Columbia Hydro and Power Authority
24.	Statutory Right of Way No. FB414709 in favour of Telus Communications Inc.
Permitted Financial Encumbrances	
25.	The Participation Security

**RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 009-861-823 The South 60 Acres of Sec 6, Rge 4 W, Highland District
except part in Plan VIP67875**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET136958
2.	Permit under Part 26 of Local Government Act No. EX25447
3.	Permit under Part 26 of Local Government Act No. EX94242
Permitted Non-Financial Encumbrances	
4.	Covenant No. EX126687 in favour of District of Highlands
5.	Priority Agreement No. FB397563
6.	Right of Way No. B72660 in favour of British Columbia Hydro and Power Authority
Permitted Financial Encumbrances	
7.	The Participation Security

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 009-861-831 Sec 12, Highland Dist, except parts in Plans 10853, 11134 and 45402

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET136958
2.	Permit under Part 26 of Local Government Act No. EX25447
3.	Permit under Part 26 of Local Government Act No. EX94242
Permitted Non-Financial Encumbrances	
4.	Covenant No. EX126687 in favour of District of Highlands
5.	Priority Agreement No. FB397563
6.	Right of Way No. B72660 in favour of British Columbia Hydro and Power Authority
Permitted Financial Encumbrances	
7.	The Participation Security

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 009-861-866 Sec 16, Highland District except that part in Plan VIP72555

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET130135
2.	Permit under Part 26 of Local Government Act No. ET136958
3.	Permit under Part 26 of Local Government Act No. EV113982
4.	Easement No. EV147587
5.	Permit under Part 26 of Local Government Act No. EV22729
6.	Permit under Part 26 of Local Government Act No. EX25447
7.	Permit under Part 26 of Local Government Act No. EX94242
8.	Permit under Part 26 of Local Government Act No. FB294002
9.	Permit under Part 26 of Local Government Act No. FB317905 amended by FB324104
Permitted Non-Financial Encumbrances	
10.	Covenant No. ES60857
11.	Covenant No. EW5454 in favour of City of Langford
12.	Covenant No. EX126687 in favour of District of Highlands
13.	Priority Agreement No. EW5455
14.	Priority Agreement No. FB397563
15.	Priority Agreement No. FB371565
16.	Priority Agreement No. FB414710
17.	Priority Agreement No. FB414711
18.	Statutory Right of Way No. EW106878 in favour of City of Langford
19.	Statutory Right of Way No. FB371564 in favour of City of Langford
20.	Statutory Right of Way No. FB414708 in favour of British Columbia Hydro and Power Authority
21.	Statutory Right of Way No. FB414709 in favour of Telus Communications Inc.
Permitted Financial Encumbrances	

- 13 -

22.	The Participation Security
-----	----------------------------

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 024-672-092 Lot A Section 4 Rge 4 W highland Dist Plan VIP70021 (see
plan as to limited access) except that part in Plan VIP75586

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. EN95646
2.	Permit under Part 26 of Local Government Act No. EW6099
3.	Permit under Part 26 of Local Government Act No. EX94242
Permitted Non-Financial Encumbrances	
4.	Covenant No. EP1783 in favour of District of Highlands
5.	Covenant No. EP83607 in favour of District of Highlands
6.	Covenant No. EX126687 in favour of District of Highlands
7.	Right of Way - No. 410140G in favour of British Columbia Hydro and Power Authority

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 025-088-092 Block B Sec 75 Highland District

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. EX25447
2.	Permit under Part 26 of Local Government Act No. EX94242
Permitted Non-Financial Encumbrances	
3.	Exceptions & Reservations No. ES60856
4.	Covenant No. ES60857
5.	Covenant No. EX126687 in favour of District of Highlands
6.	Priority Agreement No. FB397563
Permitted Financial Encumbrances	
7.	The Participation Security

RE: BM Highlands Golf Course Ltd. and BM Highlands Lands Ltd. - Parcel
Identifier 027-024-768 Lot A Section 82 Highland Dist Plan VIP82853

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET38059
2.	Permit under Part 26 of Local Government Act No. ET137876
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151155
6.	Permit under Part 26 of Local Government Act No. EV48928
7.	Permit under Part 26 of Local Government Act No. EV85847
8.	Permit under Part 26 of Local Government Act No. EV90987
9.	Permit under Part 26 of Local Government Act No. FA108924

Permitted Non-Financial Encumbrances	
10.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
11.	Exceptions and Reservations No. FB27414 in favour of The Crown in right of British Columbia Section 35(7), Community Charter part formerly closed road, VIP82850
12.	Covenant EV147574
13.	Rent Charge No. EV147575 in favour of District of Langford
14.	Statutory Right of Way No. EV147578 in favour of British Columbia Hydro and Power Authority
15.	Statutory Right of Way No. EV147579 in favour of Telus Communications Inc.
16.	Statutory Right of Way No. EV147582 in favour of District of Langford
17.	Statutory Right of Way No. EW106877 in favour of City of Langford
Permitted Financial Encumbrances	
18.	The Participation Security

LANGFORD DEVELOPMENT LANDS

RE: BM 81/82 Lands Ltd. - Parcel Identifier 009-853-103 Sec 81, Highland Dist except parts in Plans VIP72556 and VIP75509

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EW120076
5.	Permit under Part 26 of Local Government Act No. EW136595
6.	Permit under Part 26 of Local Government Act No. EW40024
7.	Permit under Part 26 of Local Government Act No. FA64258
8.	Permit under Part 26 of Local Government Act No. EW127709
9.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
10.	Covenant No. ES60857
11.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
12.	Covenant No. FA124596 in favour of City of Langford
13.	Exceptions and Reservations No. ES60836 in favour of The Crown in right of British Columbia
14.	Exceptions and Reservations No. ES60844 in favour of The Crown in Right of British Columbia
15.	Priority Agreement No. EW5426
16.	Priority Agreement No. EX93626
17.	Priority Agreement No. FB420103
18.	Easement No. FB463406
19.	Statutory Right of Way - No. FB28070 in favour of British Columbia Hydro and Power Authority
20.	Statutory Right of Way - No. FB28071 in favour of Telus Communications Inc.

21.	Statutory Right of Way - No. FB420102 in favour of City of Langford
-----	---

RE: BM 81/82 Lands Ltd. - Parcel Identifier 009-858-636 Sec 82, Highland Dist except part in Plans VIP75509, VIP76197, VIP76364, VIP76365, VIP76988, VIP77878, VIP80330, VIP81135 and VIP88981

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EV151152
5.	Permit under Part 26 of Local Government Act No. EV151155
6.	Permit under Part 26 of Local Government Act No. EV48928
7.	Permit under Part 26 of Local Government Act No. EV85847
8.	Permit under Part 26 of Local Government Act No. EV90987
9.	Permit under Part 26 of Local Government Act No. EW105798
10.	Permit under Part 26 of Local Government Act No. EW107601
11.	Permit under Part 26 of Local Government Act No. EW107602
12.	Permit under Part 26 of Local Government Act No. EW120076
13.	Permit under Part 26 of Local Government Act No. EW127709
14.	Permit under Part 26 of Local Government Act No. EW136595
15.	Permit under Part 26 of Local Government Act No. EW40023
16.	Permit under Part 26 of Local Government Act No. EW40024
17.	Permit under Part 26 of Local Government Act No. EW53346
18.	Permit under Part 26 of Local Government Act No. EW56972
19.	Permit under Part 26 of Local Government Act No. EW60294
20.	Permit under Part 26 of Local Government Act No. EX89302
21.	Permit No. FA3172
22.	Permit No. FA578
23.	Permit under Part 26 of Local Government Act No. FA64258
24.	Permit No. FA83820
25.	Easement No. FB126994
26.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
27.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
28.	Covenant No. EW61975 in favour of City of Langford
29.	Covenant No. FA124596 in favour of City of Langford
30.	Covenant No. FB420112 in favour of City of Langford
31.	Easement No. EX5426
32.	Priority Agreement No. EX93626
33.	Priority Agreement No. EW5426
34.	Priority Agreement No. FB191152
35.	Priority Agreement No. FB420103
36.	Priority Agreement No. EW61970

37.	Priority Agreement No. EW61976
38.	Easement No. FB463406
39.	Right of Way No. B72660 in favour of British Columbia Hydro and Power Authority
40.	Statutory Right of Way - No. FB28070 in favour of British Columbia Hydro and Power Authority
41.	Statutory Right of Way - No. FB28071 in favour of Telus Communications Inc.
42.	Statutory Right of Way No. EW61969 in favour of City of Langford
43.	Statutory Right of Way - No. FB420102 in favour of City of Langford

**RE: BM 81/82 Lands Ltd. - Parcel Identifier 025-838-555 Lot 1 Sec 82 Highland Dist
Plan VIP76365, except part in PLAN VIP79028 and VIP85324**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EV151152
5.	Permit under Part 26 of Local Government Act No. EV151155
6.	Permit under Part 26 of Local Government Act No. EV48928
7.	Permit under Part 26 of Local Government Act No. EV85847
8.	Permit under Part 26 of Local Government Act No. EV90987
9.	Permit under Part 26 of Local Government Act No. EW120077
10.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
11.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
12.	Covenant No. EW5451 in favour of City of Langford
13.	Covenant No. FA124596 in favour of City of Langford
14.	Priority Agreement No. EW5426
15.	Priority Agreement No. EW5452
16.	Priority Agreement No. EW5457
17.	Priority Agreement No. EW5460
18.	Restrictive Covenant No. EX72376
19.	Covenant No. EX93625
20.	Priority Agreement No. EX93626
21.	Statutory Right of Way No. EW5456 in favour of City of Langford
22.	Statutory Right of Way No. EW5459 in favour of City of Langford

**RE: BM 81/82 Lands Ltd. - Parcel Identifier 026-867-494 Lot A Sec 82 Highland Dist
Plan VIP81958**

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EV48928

- 17 -

5.	Restrictive Covenant No. EW151027
6.	Permit under Part 26 of Local Government Act No. EW40024
7.	Restrictive Covenant No. EW61980
8.	Restrictive Covenant No. EW61981
9.	Easement No. EW61982
10.	Easement No. EW61983
11.	Restrictive Covenant No. EX57762
12.	Restrictive Covenant No. EX57763
13.	Restrictive Covenant No. EX72376
14.	Permit No. FA578
15.	Easement No. FA85382
16.	Easement No. FA85383
17.	Permit under Part 26 of Local Government Act No. FB465586
18.	Permit under Part 26 of Local Government Act No. FB8109
19.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
20.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
21.	Covenant No. EW5436 in favour of City of Langford
22.	Covenant No. FA124596 in favour of City of Langford
23.	Priority Agreement No. EW5426
24.	Priority Agreement No. EW5437
25.	Priority Agreement No. EW5466
26.	Priority Agreement No. EX57765
27.	Covenant No. EX93625
28.	Priority Agreement No. EX93626
29.	Statutory Right of Way No. EV78530 in favour of District of Langford
30.	Statutory Right of Way No. EW154228 in favour of British Columbia Hydro and Power Authority
31.	Statutory Right of Way No. EW154229 in favour of Telus Communications Inc.
32.	Statutory Right of Way No. EW5465 in favour of City of Langford
33.	Statutory Right of Way No. EX57764 in favour of City of Langford
34.	Statutory Right of Way No. EX57766 in favour of Capital Regional District

RE: BM 81/82 Lands Ltd. - Parcel Identifier 027-590-127 Lot A Section 82 Highland Dist Plan VIP85331

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EV151152
5.	Permit under Part 26 of Local Government Act No. EV151155
6.	Permit under Part 26 of Local Government Act No. EV48928
7.	Permit under Part 26 of Local Government Act No. EV85847
8.	Permit under Part 26 of Local Government Act No. EV90987

- 18 -

9.	Easement No. FA85386
10.	Permit No. FB13320
11.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
12.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
13.	Covenant No. EW5451 in favour of City of Langford
14.	Covenant No. EW5471 in favour of City of Langford
15.	Covenant No. FA124596 in favour of City of Langford
16.	Easement No. FA85386
17.	Easement No. FB191154
18.	Easement No. FB191155
19.	Easement No. FB191156
20.	Covenant No. EX93625
21.	Statutory Right of Way No. EW5456 in favour of City of Langford
22.	Statutory Right of Way No. EW5459 in favour of City of Langford
23.	Statutory Right of Way No. EW5462 in favour of City of Langford
24.	Statutory Right of Way No. FB191157 in favour of Capital Regional District

RE: BM 81/82 Lands Ltd. - Parcel Identifier 025-088-106, Section 3 Rge 4 West Highland Dist except parts in Plans 27507, VIP76196, VIP76988, VIP80330, VIP80743, VIP81146, VIP82127 and VIP88981, EPP27392

Legal Notations

1.	This Title may be affected by a Permit under Part 26 of Local Government Act No. FA64258
2.	This Title may be affected by a Permit under Part 26 of Local Government Act No. EW40024
3.	This Title may be affected by a Permit under Part 26 of the Local Government Act, See No. ET91149
4.	This Title may be affected by a Permit under Part 26 of the Municipal Act No. EW15157
5.	This Title may be affected by a Permit under Part 26 of Local Government Act No. EW136595
6.	This Title may be affected by a Permit under Part 26 of Local Government Act No. EW127709
7.	This Title may be affected by a Permit under Part 26 of Local Government Act No. EW107601
8.	This Title may be affected by a Permit under Part 26 of Local Government Act No. ET96734
9.	This Title may be affected by a Permit under Part 26 of Local Government Act No. ET38059
10.	This Title may be affected by a Permit under Part 26 of Local Government Act No. FA54524
11.	This Title may be affected by a Permit under Part 26 of Local Government Act No. ET137876

Legal Notations

Permitted Non-Financial Encumbrances	
12.	Exceptions & Reservations ES60859
13.	Covenant No. ET65734 (modified by EW5425)
14.	Covenant No. EV133948
15.	Statutory Right of Way No. EV133949
16.	Rent Charge No. EV156957
17.	Priority Agreement No. EW5426
18.	Covenant No. EX93625
19.	Priority Agreement No. EX93626
20.	Covenant No. FA124596
21.	Covenant No. FB420112

RE: BM 83 Lands Ltd. - Parcel Identifier 009-858-652 Sec 83, Highland Dist except parts in Plans VIP75509, VIP77878, VIP78873, VIP80330, VIP82040, VIP82483, VIP82960, VIP88981 and VIP88983, EPP33056

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EW107601
5.	Permit under Part 26 of Local Government Act No. EW120076
6.	Permit under Part 26 of Local Government Act No. EW127709
7.	Permit under Part 26 of Local Government Act No. EW136595
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA64258
10.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
11.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
12.	Covenant No. EX93625 in favour of City of Langford
13.	Covenant No. FA124596 in favour of City of Langford
14.	Priority Agreement No. EW5426
15.	Priority Agreement No. EX93626
16.	Statutory Right of Way No. FB178905
17.	Covenant No. FB420112
18.	Right of Way No. B72660 in favour of British Columbia Hydro and Power Authority
19.	Statutory Right of Way No. FB188854 in favour of Capital Regional District
20.	Undersurface Rights No. ED12883 in favour of Global Hunter Corp.

RE: BM 84 Lands Ltd. - Parcel Identifier 009-853-081 Sec 84, Highland Dist except part in Plans VIP72556, VIP75509, and VIP89370

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit under Part 26 of Local Government Act No. EW120076
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit under Part 26 of Local Government Act No. EW40024
8.	Permit under Part 26 of Local Government Act No. FA64258
9.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
10.	Covenant No. ES60857
11.	Covenant No. ET65734 (modified by EW5425) in favour of District of Langford
12.	Priority Agreement No. EW5426
13.	Priority Agreement EX93626
14.	Covenant No. EX93625 in favour of City of Langford
15.	Exceptions and Reservations No. ES60836 in favour of The Crown in right of British Columbia
16.	Exceptions and Reservations No. ES60844 in favour of The Crown in Right of British Columbia
17.	Covenant No. FA124596
18.	Priority Agreement No. FB420103
19.	Easement No. FB463406
20.	Right of Way No. A18791 in favour of British Hydro and Power Authority
21.	Statutory Right of Way - No. FB420102 in favour of City of Langford
22.	Undersurface Rights No. 203247G in favour of Oswood G. MacDonald

RE: BM Capella Lands Ltd. - Parcel Identifier 026-575-680 Lot 34 Sec 3 Rge 4 W Highland Dist Plan VIP80330

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit under Part 26 of Local Government Act No. EW40024
8.	Permit No. EW15157
9.	Permit under Part 26 of Local Government Act No. ET91149

Permitted Non-Financial Encumbrances	
10.	Covenant No. FA11741 in favour of City of Langford
11.	Priority Agreement No. FA11742
12.	Statutory Building Scheme No. EV78519 modified by EV155446
13.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

PLAYERS DRIVE SITE

RE: 0884190 BC Ltd. - Parcel Identifier 027-567-907 Lot A Sec 3 Rge 4 W Highland Dist Plan VIP85309

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FA64258
11.	Permit under Part 26 of Local Government Act No. FB164434
12.	Permit under Part 26 of Local Government Act No. FB63093
13.	Easement No. FB95827
14.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
15.	Covenant No. FB95822 in favour of City of Langford
16.	Easement No. FB190862
17.	Rent Charge No. FB95823 in favour of City of Langford
18.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RE: BM Capella Lands Ltd. - Parcel Identifier 027-568-857 Lot B Sec 3 Rge 4 W Highland Dist Plan VIP85310

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157
8.	Permit under Part 26 of Local Government Act No. EW40024

- 22 -

9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FA64258
11.	Easement No. FB190866
12.	Permit under Part 26 of Local Government Act No. FB63093
13.	Easement No. FB95827
14.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
15.	Covenant No. FB95822 in favour of City of Langford
16.	Rent Charge No. FB95823 in favour of City of Langford
17.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RE: 0884185 BC Ltd. - Parcel Identifier 027-205-207 Lot 3 Sec 3 Rge 4 W Highland Dist Plan VIP83700

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FA64258
11.	Permit under Part 26 of Local Government Act No. FB63093
12.	Easement No. FB95827
13.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
14.	Covenant No. FB95822 in favour of City of Langford
15.	Rent Charge No. FB95823 in favour of City of Langford
16.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RE: 0884188 BC Ltd. - Parcel Identifier 027-205-215 Lot 4 Sec 3 Rge 4 W Highland Dist Plan VIP83700

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157

- 23 -

8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FA64258
11.	Permit under Part 26 of Local Government Act No. FB63093
12.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
13.	Easement No. FB05928
14.	Covenant No. FB95822 in favour of City of Langford
15.	Covenant No. FB95825 in favour of City of Langford
16.	Rent Charge No. FB95823 in favour of City of Langford
17.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RE: 0884194 BC Ltd. - Parcel Identifier 027-567-915 Lot B Sec 3 Rge 4 W Highland Dist Plan VIP85309

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972
5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FB164434
11.	Permit under Part 26 of Local Government Act No. FA64258
12.	Easement No. FB190862
13.	Easement No. FB95827
14.	Permit under Part 26 of Local Government Act No. FB63093
15.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
16.	Covenant No. FB95827 in favour of City of Langford
17.	Rent Charge No. FB95823 in favour of City of Langford
18.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RE: BM Capella Lands Ltd. - Parcel Identifier 027-568-849 Lot A Sec 3 Rge 4 W Highland Dist Plan VIP85310

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET96734
4.	Permit No. EV70972

- 24 -

5.	Permit under Part 26 of Local Government Act No. EW127709
6.	Permit under Part 26 of Local Government Act No. EW136595
7.	Permit No. EW15157
8.	Permit under Part 26 of Local Government Act No. EW40024
9.	Permit under Part 26 of Local Government Act No. FA16252
10.	Permit under Part 26 of Local Government Act No. FA64258
11.	Permit under Part 26 of Local Government Act No. FB63093
12.	Easement No. FB95827
13.	Permit under Part 26 of Local Government Act No. ET91149
Permitted Non-Financial Encumbrances	
14.	Covenant No. FB95822 in favour of City of Langford
15.	Priority Agreement No. FB190867
16.	Easement No. FB190866
17.	Rent Charge No. FB95823 in favour of City of Langford
18.	Undersurface Rights No. EP16337 in favour of The Crown in right of British Columbia

RESORT COMMERCIAL STRATA LOTS

RE: BM Resort Assets Ltd. - Parcel Identifier 026-140-446 Strata Lot 1 Sec 82 Highland Dist Strata Plan VIS5687

Legal Notations:	
1.	Permit under Part 26 of Local Government Act, No. ET137876
2.	Permit under Part 26 of Local Government Act, No. ET38059
3.	Permit under Part 26 of Local Government Act, No. ET91149
4.	Permit under Part 26 of Local Government Act, No. ET96734
5.	Permit under Part 26 of Local Government Act, No. EV48928
6.	Permit under Part 26 of Local Government Act, No. FB226923
Permitted Non-Financial Encumbrances	
7.	Statutory Right of Way No. EV78530 in favour of District of Langford
8.	Statutory Right of Way No. EW154226 in favour of British Columbia Hydro and Power Authority
9.	Statutory Right of Way No. EW154227 in favour of Telus Communications Inc.
10.	Covenant EW5451
Permitted Financial Encumbrances	
11.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-140-454 Strata Lot 2 Sec 82 Highland Dist Strata Plan VIS5687

Legal Notations:	
1.	Permit under Part 26 of Local Government Act, No. ET137876

- 25 -

2.	Permit under Part 26 of Local Government Act, No. ET38059
3.	Permit under Part 26 of Local Government Act, No. ET91149
4.	Permit under Part 26 of Local Government Act, No. ET96734
5.	Permit under Part 26 of Local Government Act, No. EV48928
6.	Restrictive Covenant EW165104
Permitted Non-Financial Encumbrances	
7.	Covenant No. EW5451 in favour of City of Langford
8.	Statutory Right of Way No. EV78530 in favour of District of Langford
9.	Statutory Right of Way No. EW154226 in favour of British Columbia Hydro and Power Authority
10.	Statutory Right of Way No. EW154227 in favour of Telus Communications Inc.
Permitted Financial Encumbrances	
12.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-706-202 Strata Lot 1 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:	
1.	Easement CA2981944
2.	Easement CA2981945
3.	Easement CA2981946
4.	Permit under Part 26 of Local Government Act, No. ET137876
5.	Permit under Part 26 of Local Government Act, No. ET38059
6.	Permit under Part 26 of Local Government Act, No. ET91149
7.	Permit under Part 26 of Local Government Act, No. ET96734
8.	Permit under Part 26 of Local Government Act, No. EV48928
9.	Permit under Part 26 of Local Government Act, No. FA65542
10.	Restrictive Covenant No. FA72457
11.	Restrictive Covenant No. FB127065
12.	Easement No. FB191156
13.	Permit under Part 26 of Local Government Act, No. FB2673
14.	Easement No. FB380399
15.	Restrictive Covenant No. FB74321
Permitted Non-Financial Encumbrances	
16.	Covenant No. FA72447 in favour of City of Langford
17.	Covenant No. FA72451 in favour of City of Langford
18.	Covenant No. FA72453 in favour of City of Langford
19.	Priority Agreement No. FB51235
20.	Priority Agreement No. FB51236
21.	Priority Agreement No. FA72449
22.	Priority Agreement No. FA72450
23.	Priority Agreement No. FA72452
24.	Priority Agreement No. FA72454

- 26 -

25.	Easement No. FA72385
26.	Rent Charge No. FA72448 in favour of City of Langford
27.	Restrictive Covenant No. FA72457
28.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Encumbrances	
29.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-706-211 Strata Lot 2 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:	
1.	Easement CA2981944
2.	Easement CA2981945
3.	Easement CA2981946
4.	Permit under Part 26 of Local Government Act, No. ET137876
5.	Permit under Part 26 of Local Government Act, No. ET38059
6.	Permit under Part 26 of Local Government Act, No. ET91149
7.	Permit under Part 26 of Local Government Act, No. ET96734
8.	Permit under Part 26 of Local Government Act, No. EV48928
9.	Permit under Part 26 of Local Government Act, No. FA65542
10.	Permit under Part 26 of Local Government Act, No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FB51235
15.	Priority Agreement No. FB51236
16.	Priority Agreement No. FA72449
17.	Priority Agreement No. FA72450
18.	Priority Agreement No. FA72452
19.	Priority Agreement No. FA72454
20.	Easement No. FA72385
21.	Rent Charge No. FA72448 in favour of City of Langford
22.	Restrictive Covenant No. FA72457
23.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Encumbrances	
24.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-706-229 Strata Lot 3 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:	
1.	Easement CA2981944
2.	Easement CA2981945
3.	Easement CA2981946

- 27 -

4.	Permit under Part 26 of Local Government Act, No. ET137876
5.	Permit under Part 26 of Local Government Act, No. ET38059
6.	Permit under Part 26 of Local Government Act, No. ET91149
7.	Permit under Part 26 of Local Government Act, No. ET96734
8.	Permit under Part 26 of Local Government Act, No. EV48928
9.	Permit under Part 26 of Local Government Act, No. FA65542
10.	Permit under Part 26 of Local Government Act, No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FB51235
15.	Priority Agreement No. FB51236
16.	Priority Agreement No. FA72449
17.	Priority Agreement No. FA72450
18.	Priority Agreement No. FA72452
19.	Priority Agreement No. FA72454
20.	Statutory Right of Way No. FA72384
21.	Easement No. FA72385
22.	Rent Charge No. FA72448 in favour of City of Langford
Permitted Financial Encumbrances	
23.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-706-237 Strata Lot 4 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:	
1.	Easement CA2981944
2.	Easement CA2981945
3.	Easement CA2981946
4.	Permit under Part 26 of Local Government Act, No. ET137876
5.	Permit under Part 26 of Local Government Act, No. ET38059
6.	Permit under Part 26 of Local Government Act, No. ET91149
7.	Permit under Part 26 of Local Government Act, No. ET96734
8.	Permit under Part 26 of Local Government Act, No. EV48928
9.	Permit under Part 26 of Local Government Act, No. FA65542
10.	Permit under Part 26 of Local Government Act, No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FB51235
15.	Priority Agreement No. FB51236

- 28 -

16.	Priority Agreement No. FA72449
17.	Priority Agreement No. FA72450
18.	Priority Agreement No. FA72452
19.	Priority Agreement No. FA72454
20.	Easement No. FA72385
21.	Rent Charge No. FA72448 in favour of City of Langford
22.	Restrictive Covenant No. FA72457
23.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Encumbrances	
24.	The Participation Security

RE: BM Resort Assets Ltd. - Parcel Identifier 026-706-245 Strata Lot 5 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:	
1.	Easement CA2981944
2.	Easement CA2981945
3.	Easement CA2981946
4.	Permit under Part 26 of Local Government Act, No. ET137876
5.	Permit under Part 26 of Local Government Act, No. ET38059
6.	Permit under Part 26 of Local Government Act, No. ET91149
7.	Permit under Part 26 of Local Government Act, No. ET96734
8.	Permit under Part 26 of Local Government Act, No. EV48928
9.	Permit under Part 26 of Local Government Act, No. FA65542
10.	Permit under Part 26 of Local Government Act, No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FB51235
15.	Priority Agreement No. FB51236
16.	Priority Agreement No. FA72449
17.	Priority Agreement No. FA72450
18.	Priority Agreement No. FA72452
19.	Priority Agreement No. FA72454
20.	Easement No. FA72385
21.	Rent Charge No. FA72448 in favour of City of Langford
22.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Encumbrances	
23.	The Participation Security

RESORT HOTEL QUARTERS

RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-261 Strata Lot 7 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:

1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673

Permitted Non-Financial Encumbrances

11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

Permitted Financial Charges

22.	Lease No. FB82791 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FB82793

RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-318 Strata Lot 12 Sec 82 Highland Dist Strata Plan VIS6037

Legal Notations:

1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542

- 30 -

10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA82788 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA82790
24.	Sub-Lease No. FA82888
25.	Sub-Lease No. FA83314

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-326 Strata Lot 13 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385

19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA82704 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease FA82706

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-342 Strata Lot 15 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA82291 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA82293
24.	Sub-Lease No. CA251209
25.	Sub-Lease No. FB101908

- 32 -

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-351 Strata Lot 16 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FB82783 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA82785
24.	Sub-Lease No. FA82297
25.	Sub-Lease No. CA249502
Permitted Existing Mortgages	
26.	Mortgage No. FA82786 and Assignment of Rents No. FA82787 of Sub-Lease FA82785
27.	Mortgage No. FA82298 and Assignment of Rents No. FA82299 of Sublease FA82297
28.	Mortgage No. FA85483 of Sublease CA249502

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-369 Strata Lot 17 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944

- 33 -

2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA83315 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA83317
24.	Sub-Lease No. FA83253
25.	Sub-Lease No. FA87392
Permitted Existing Mortgages	
26.	Mortgage No. FA87393 and Assignment of Rents No. FA87394 of Sub-Lease FA87392

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-385 Strata Lot 19 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542

- 34 -

10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA88391 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA88393
24.	Sub-Lease No. FA89243
25.	Sub-Lease No. CA262501
Permitted Existing Mortgages	
26.	Mortgage No. FA89244 and Assignment of Rents No. FA89245 of Sub-Lease FA89243

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-474 Strata Lot 28 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450

- 35 -

16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-482 Strata Lot 29 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:

1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673

Permitted Non-Financial Encumbrances

11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

Permitted Financial Charges

1.	Lease No. FA83247 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
2.	Sub-Lease No. FA87103
3.	Sub-Lease No. FA87541
4.	Sub-Lease No. CA2970395

Permitted Existing Mortgages

5.	Mortgage No. FA87104 and Assignment of Rents No. FA87105 of Sub-Lease FA87103
----	---

- 36 -

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-504 Strata Lot 31 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA118788 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA118790
Permitted Existing Mortgages	
24.	Mortgage No. FA118791 of Sub-Lease FA118790

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-512 Strata Lot 32 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059

- 37 -

6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-521 Strata Lot 33 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

- 38 -

Permitted Financial Charges	
22.	Lease No. FA89497 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA89499

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-563 Strata Lot 37 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA82777 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA82779
24.	Sub-Lease No. FA83160
25.	Sub-Lease No. FA83162

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-601, Strata Lot 41 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944

2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA86061 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA86063
24.	Sub-Lease No. FA88637
25.	Sub-Lease No. FA94837
Permitted Existing Mortgage	
26.	Mortgage No. FA94838 and Assignment of Rents No. FA94839 of Sub-Lease FA94837

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-644, Strata Lot 45 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542

10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-652, Strata Lot 46 Sec 82
Highland Dist Strata Plan V1S6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA88670 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)

-41-

23.	Sub-Lease No. FA88672
24.	Sub-Lease No. FA88674
25.	Sub-Lease No. FA145166
Permitted Existing Mortgages	
26.	Mortgage No. FA145167 and Assignment of Rents No. FA145168 of Sub-Lease FA14566

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-679, Strata Lot 48 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA86051 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA86053
24.	Sub-Lease No. FA86055

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-687, Strata Lot 49 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944

- 42 -

2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA86056 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA86058
24.	Sub-Lease No. FA86060

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-695, Strata Lot 50 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford

- 43 -

12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA82818 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA82820
24.	Sub-Lease No. FA80445

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-709, Strata Lot 51 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

- 44 -

Permitted Financial Charges	
22.	Lease No. FB7690 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FB7692
24.	Sub-Lease No. FB10350
25.	Sub-Lease No. FB253699
Permitted Existing Mortgage	
26.	Mortgage No. CA1060584 of Sub-Lease FB253699

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-717, Strata Lot 52 Sec 82
Highland Dist Strata Plan V186037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FB3268 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FB3270
24.	Sub-Lease No. FB3271

- 45 -

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-750, Strata Lot 56 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542
10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District
Permitted Financial Charges	
22.	Lease No. FA84286 in favour of The Clubhouse at Bear Mountain Resort Owners' Association (Inc. No. S-50839)
23.	Sub-Lease No. FA84288

**RE: BM Clubhouse 40 Ltd. - Parcel Identifier 026-706-768, Strata Lot 57 Sec 82
Highland Dist Strata Plan VIS6037**

Legal Notations:	
1.	Easement No. CA2981944
2.	Easement No. CA2981945
3.	Easement No. CA2981946
4.	Permit under Part 26 of Local Government Act No. ET137876
5.	Permit under Part 26 of Local Government Act No. ET38059
6.	Permit under Part 26 of Local Government Act No. ET91149
7.	Permit under Part 26 of Local Government Act No. ET96734
8.	Permit under Part 26 of Local Government Act No. EV48928
9.	Permit No. FA65542

10.	Permit No. FB2673
Permitted Non-Financial Encumbrances	
11.	Covenant No. FA72447 in favour of City of Langford
12.	Covenant No. FA72451 in favour of City of Langford
13.	Covenant No. FA72453 in favour of City of Langford
14.	Priority Agreement No. FA72449
15.	Priority Agreement No. FA72450
16.	Priority Agreement No. FA72452
17.	Priority Agreement No. FA72454
18.	Easement No. FA72385
19.	Rent Charge No. FA72448 in favour of City of Langford
20.	Restrictive Covenant No. FA72457
21.	Statutory Right of Way No. FA72384 in favour of Capital Regional District

RESORT MOUNTAIN GOLF COURSE

RE: BM Mountain Golf Course Ltd. - Parcel Identifier 025-695-118, Lot 1 Sections 81, 82 and 84 Highland Dist Plan VIP75509 except that part in Plan VIP76365, VIP79028, VIP82848, VIP82851, VIP85324 and EPP19660

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV48928
6.	Permit under Part 26 of Local Government Act No. EW40024
7.	Restrictive Covenant EX72379
8.	Easement No. EX72380
9.	Easement No. FB191153
10.	Easement No. FB191154
11.	Easement No. FB226922
12.	Restrictive Covenant No. FB231104
13.	Restrictive Covenant No. FB27405
14.	Easement No. FB27406
Permitted Non-Financial Encumbrances	
22.	Right of Way No. B72660
23.	Exceptions and Reservations No. ES60836
24.	Exceptions and Reservations No. ES60844
25.	Covenant No. ET65734 (modified by EW5425)
26.	Statutory Right of Way No. EV78530
27.	Priority Agreement No. EW5426
28.	Covenant No. EW5436
29.	Priority Agreement No. EW5437

- 47 -

30.	Statutory Right of Way No. EW5465
31.	Priority Agreement No. EW5466
32.	Restrictive Covenant No. EX72376
33.	Covenant No. EX93625
34.	Priority Agreement No. EX93626
35.	Covenant No. FA124596
36.	Statutory Right of Way No. FB226917
37.	Priority Agreement No. FB226918
38.	Statutory Right of Way No. FB27418
39.	Statutory Right of Way No. FB420102
40.	Priority Agreement No. FB420103
41.	Easement FB463406 No. FB463406
42.	Priority Agreement No. FB51235
43.	Priority Agreement No. FB51236
Permitted Financial Encumbrances	
44.	The Participation Security

RE: BM Mountain Golf Course Ltd. - Parcel Identifier 025-695-126 Lot 2 Sections 81, 82, 83 and 84 Highland Dist Plan VIP75509 except parts in Plans VIP76365, VIP78873, VIP81135, VIP81958, VIP82040 and VIP89370

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. EW151027
5.	Permit under Part 26 of Local Government Act No. ET96734
6.	Permit under Part 26 of Local Government Act No. EV48928
7.	Permit under Part 26 of Local Government Act No. EW40024
8.	Permit under Part 26 of Local Government Act No. EW61980
9.	Permit under Part 26 of Local Government Act No. EW61981
10.	Permit under Part 26 of Local Government Act No. EW61982
11.	Permit under Part 26 of Local Government Act No. EW61983
12.	Covenant No. EX57762
13.	Covenant No. EX57763
14.	Easement No. EX72376
15.	Easement No. EX72380
16.	Permit under Part 26 of Local Government Act No. FA578
17.	Easement No. FA85382
18.	Easement No. FA85383
19.	Easement No. FB191155
20.	Permit under Part 26 of Local Government Act No. FB465586
21.	Easement No. FB74242
Permitted Non-Financial Encumbrances	
22.	Undersurface Rights ED12883

- 48 -

23.	Right of Way No. A18791
24.	Right of Way B72660
25.	Exceptions and Reservations No. ES60836
26.	Exceptions and Reservations No. ES60844
27.	Covenant No. ET65734 (modified by EW5425)
28.	Statutory Right of Way No. EV78530
29.	Priority Agreement No. EW5426
30.	Covenant No. EW5436
31.	Priority Agreement No. EW5437
32.	Statutory Right of Way No. EW5464
33.	Statutory Right of Way EW5465
34.	Priority Agreement No. EW5466
35.	Statutory Right of Way EW154228
36.	Statutory Right of Way EW154229
37.	Statutory Right of Way EX57764
38.	Priority Agreement EX57765
39.	Statutory Right of Way No. EX57766
40.	Covenant EX93625
41.	Priority Agreement EX93626
42.	Covenant FA124596
43.	Statutory Right of Way FB42102
44.	Priority Agreement FB51235
45.	Priority Agreement FB51236
46.	Priority Agreement FB420103
47.	Easement FB463406
Permitted Financial Encumbrances	
48.	The Participation Security

RE: BM Mountain Golf Course Ltd. - Parcel Identifier 025-838-466
Air Space Lot A DL 82 Highland Dist Air Space Plan VIP76364

Legal Notations:	
1.	Permit under Part 26 of Local Government Act No. ET137876
2.	Permit under Part 26 of Local Government Act No. ET38059
3.	Permit under Part 26 of Local Government Act No. ET91149
4.	Permit under Part 26 of Local Government Act No. ET96734
5.	Permit under Part 26 of Local Government Act No. EV151152
6.	Permit under Part 26 of Local Government Act No. EV151155
7.	Permit under Part 26 of Local Government Act No. EV48928
8.	Permit under Part 26 of Local Government Act No. EV85847
9.	Permit under Part 26 of Local Government Act No. EV90987
Permitted Non-Financial Encumbrances	
10.	Right of Way No. B72660
11.	Covenant ET65734 modified by EWE5425

- 49 -

12.	Covenant EW5425
13.	Priority Agreement EW5426
14.	Covenant EX93625
15.	Priority Agreement EX93626
16.	Covenant FA124596
17.	Priority Agreement FB51235
18.	Priority Agreement FB51236

Together with such Legal Notations or Charges and Encumbrances to be registered at the LTO concurrently with or after the filing of the mortgage and assignment of rents securing the loan described herein and such legal notations, charges or encumbrances as approved and consented to in writing by the Lender (which consent is not to be unreasonably withheld) which may be required to be registered against the Property with respect to the future development and subdivision of the Property.

Including Permitted Encumbrances registered, or to be registered at the Personal Property Registry against the Borrower with respect to any personal property owned by the Borrower.

NIL

SCHEDULE "C"
NOMINEES

BM Highlands Lands Ltd.

BM Capella Lands Ltd.

BM 81/82 Lands Ltd.

BM Chubhouse 40 Ltd.

BM 83 Lands Ltd.

BM Highlander Development Ltd.

BM 84 Lands Ltd.

BM Highlands Golf Course Ltd.

BM Mountain Golf Course Ltd.

0884190 B.C. Ltd.

0884194 B.C. Ltd.

0884185 B.C. Ltd.

0884188 B.C. Ltd.

BM Resort Assets Ltd.

This is Exhibit "B" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a cursive 'M' and a trailing flourish.

A Commissioner for taking Affidavits within British Columbia

SANOVEST HOLDINGS LTD.
224 West 5th Avenue
Vancouver BC V5Y 1J4

June 15, 2016

Ecoasis Developments LLP
 3480 Ripon Road
 Victoria, BC V8R 6H2

Attention: Dan Matthews

Dear Sirs:

RE: First Modification ("First Modification") to commitment letter dated October 8, 2013 ("Commitment Letter") made between Sanovest Holdings Ltd. ("Lender") and Ecoasis Developments LLP ("Borrower") to increase the aggregate amount of the Loan from CDN \$35,000,000.00 to CDN \$70,000,000.00 (the "Loan") and certain other terms and conditions described in the Commitment Letter

Further to the terms of the Commitment Letter, this Agreement confirms that the Lender has advanced \$40,000,000.00 under the Loan and has agreed to make further advances ("Additional Advances"), at their option, up to the sum of \$70,000,000.00.

Except where defined herein, the definitions set out in the Commitment Letter shall have the same meaning when used in this Agreement.

Upon execution by the Borrower, each of the Guarantors, and the Lender this Agreement shall constitute an agreement which shall bind the Borrower with respect to the all Advances made, or to be made, under the Loan including, but not limited to, the Additional Advances, and which Additional Advances have been approved subject to the following terms and conditions.

1. Purpose and Use

The proceeds of the Additional Advances will be used by the Borrower to facilitate the uses set out in Section 5 of the Commitment Letter

2. Property

See Schedules "A" and "B" attached (the "Property", or "Properties" as the case may be).

The Borrower is the beneficial owner of the property set out in Schedule "A" and Ecoasis Resort & Golf LLP ("Resort") is the beneficial owner of the property set out in Schedule "B". The Nominees are the registered owners of the respective properties as described in Schedules "A" and "B".

The Permitted Encumbrances for each of the Properties are described in the Commitment Letter. The Borrower and Guarantors confirm that the Permitted Encumbrances have not been revised except as approved and consented to in writing by the Lender. The Permitted Encumbrances shall include all other legal notations, charges, liens or encumbrances which may be approved and consented to in writing by the Lender, at the option of the Lender.

3. **Term and interest rate**

The term of the Loan shall be extended to November 1, 2021 (the "Term"). Interest shall continue to accrue on the balance outstanding under the Loan at the rate of 8% per annum, calculated daily, not in advance, and compounded quarterly from the Funding Date as defined in the Commitment Letter for the Term of the Loan.

4. **Funding**

Each of the Additional Advances will be advanced after not less than 2 Business Days prior written notice. Each of the Additional Advances shall be funded upon the satisfaction or waiver by the Lender of all conditions precedent set forth in Section 6 below.

5. **Lender's Fees**

The Lender will charge the Borrower a fee of \$1,000,000.00 (the "Overlimit Fee"). The Overlimit Fee is to be paid on or June 30, 2016 and may be added to the principal amount owing under the Loan or, at the option of the Lender, deducted from an Additional Advance made under the Loan. In addition there will be a fee of \$100,000.00 ("Additional Fee") for each Additional Advance made which results in the amount owing under the Loan exceeding the following threshold amounts:

- (a) \$45,000,000.00;
- (b) \$50,000,000.00;
- (c) \$55,000,000.00;
- (d) \$60,000,000.00;
- (e) \$65,000,000.00

(individually called a "Threshold")

Each Additional Fee will become payable when an Advance exceeds a Threshold and payment of such Additional Fee may be deducted from any Advance made under the Loan or added to the principal amount owing under the Loan, at the option of the Lender. For clarity, the Loan permits re-payments and re-advances, there shall be no Additional Fee earned once a Threshold has been exceeded and the Additional Fee earned with respect to that Threshold.

6. **Security**

The Security described in Section 12 of the Commitment Letter will be continuing security for the Loan including the Additional Advances and will be amended, revised, or replaced as follows:

- 3 -

- (a) modifications ("Modifications") of each of the mortgages registered at the Victoria Land Title Office as described in Schedules A and B (collectively the "Mortgages") which shall:
- (i) increase the principal amount of each of the Mortgages to \$70,000,000.00; and
 - (ii) amend each of the Mortgages to secure a current and running account,
- which Modifications shall be granted by each Nominee or Guarantor holding title to that Property;
- (b) a modification of the CDN\$35,000,000.00 beneficial mortgage and assignment of rents or an amended and re-stated beneficial mortgage and an assignment of rents of the Property described in Schedule "A", granted by the Borrower and each Nominee described therein increasing the principal amount to \$70,000,000.00 and such other modifications as the Solicitor for the Lender may deem necessary;
- (c) a modification of the CDN\$35,000,000.00 beneficial mortgage and assignment of rents, or an amended and re-stated beneficial mortgage and assignment of rents of the Property described in Schedule "B", granted by Resort and each Nominee described therein increasing the principal amount to \$70,000,000.00 and such other modifications as the Lender or its solicitor may deem necessary
- (d) a consent and reaffirmation agreement to be executed and delivered to the Lender by each of the Guarantors;
- (e) an amended and re-stated environmental indemnity in respect of each of the Properties amending the definition of the Loan to include this amendment, increasing the amount of the Loan to \$70,000,000.00, updating or amending the Schedules as necessary and all other modifications as the Lender or its Solicitors may require;
- (f) an amendment to the assignment for security purposes of all the Borrower's right, title and interest in, to and under all material contracts affecting or with respect to the Property and the operations of the Golf Courses and the Hotel by amending the definition of Mortgages to include the relevant Modification, to amend the Schedule as necessary and such other modifications as the Lender or its Solicitors may deem necessary;
- (g) acknowledgment of the status and terms of any contracts affecting or with respect to the Property including, without limitation, any pertaining to ownership, insurance, shared facilities, passageway agreements or other similar matters specifically, but without limitation, confirming the good standing of such contracts and the rights of the Lender under its security;
- (h) insurance coverage which has been reviewed and approved by the Lender as required by the Lender in consultation with its insurance consultant; and
- (i) such other security, or modifications thereof, and documents as the Lender or its solicitor may deem necessary.

7. Conditions Precedent

All New Advances shall be subject to the satisfaction of the conditions precedent set out below, all to the satisfaction of the Lender, in its sole and absolute discretion:

- (a) satisfactory review by the Lender of any other financing to be registered against any Property (including any proposed subordination, priority agreement and intercreditor agreement);
- (b) title must be acceptable and all security documents and modifications thereof must be registered, the Lender's solicitor must provide a satisfactory report on registration of the modification of the Security, the Lender's solicitor must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the solicitors' opinion, could affect the security or priority of the Security, and all other terms and conditions of this commitment must be satisfied;
- (c) delivery of certified directors resolutions, officers certificates and legal opinions of the Borrower's solicitors as the Lender and its solicitors may require;
- (d) confirmation that all property taxes owing on the Property have been paid or will be paid from the proceeds of the Loan;
- (e) a satisfactory statutory declaration from an officer or director of the Managing Partner of the Borrower as to the representations and warranties of the Borrower, whether contained in this Agreement or in any of the Security, including: accuracy of financial statements and that there has been no material adverse change in the Borrower's or Resort's financial conditions or operations as reflected in the financial statements used to evaluate this credit; satisfactory title to the Property and other assets charged by the Security; power and authority to execute and deliver documents; accuracy of documents delivered and representations made to the Lender; no pending adverse claims; no outstanding judgements; no defaults under other agreements relating to the Property, the Hotel or the Golf Courses; preservation of assets; payment of all taxes; no other consents, approvals or authorizations necessary in connection with documentation; compliance of the Property with all laws; no other charges against the Property except Permitted Encumbrances; and such other matters as the Lender or its solicitors may require;
- (f) all of the representations set out in this Agreement and in the Security delivered hereunder shall be true and correct in every respect and the Borrower shall have fulfilled all of their respective covenants set out in this Agreement which are required to be fulfilled on or before the Advance of the Loan;
- (g) such other conditions precedent as the Lender or its solicitors may reasonably require.

8. Expiry of Agreement

The Lender may elect to cancel this Agreement and all of the Lender's obligations hereunder if the Security is not registered and in place and the New Advance has not been made on or before the Expiry Date. The Borrower's obligations hereunder shall survive the termination of this Agreement.

- 5 -

9. Professional Advisors

The title report, security and all other documents relating to this financing and the processing of all legal steps with respect to advances of funds shall be prepared and carried out by Mark Schmidt of the law firm of DLA Piper (Canada) LLP, located at #2800-666 Burrard Street, in the City of Vancouver, Province of British Columbia V6ZC 2Z7 (Telephone: 604.643.6401).

10. Schedule

The following schedule attached hereto will form a part of this Agreement:

Schedule A description of beneficial ownership, legal ownership and legal descriptions of each of the properties set out therein;

Schedule B - description of beneficial ownership, legal ownership and legal descriptions of each of the properties set out therein.

11. Acceptance

This Agreement shall not become effective until the Borrower, and the Lender have signed it and a fully executed copy is returned to the Lender's office by no later than 12:00 noon Pacific Time on the 30th day of June, 2016. The Borrower hereby acknowledges and agrees to the terms and conditions of this Agreement and authorize the Lender to instruct its solicitor to proceed with due diligence and the preparation of Security documentation.. This Agreement and any fees earned pursuant to this Agreement, together with any expenses or costs incurred by the Lender, including but not limited to appraisal, re-appraisal, inspections, re-inspections, title searches, plan reviews, soil tests, survey, environmental assessments, and all legal costs on a solicitor and own client basis, are deemed to be a charge on the Property referred to herein and the Lender may file and maintain a caveat on the title to the Property to protect that charge and the Borrower does hereby mortgage to the Lender all of their estate and interest in the said Property and agree to indemnify and save the Lender harmless in respect of all such expenses and costs.

All other terms and conditions of the Commitment Letter remain unchanged. Kindly acknowledge your agreement to the foregoing by signing and returning a copy of this letter.

Yours truly,

SANOVEST HOLDINGS LTD.

Per: _____

We confirm our agreement to the terms of this Agreement, including the Schedule attached hereto, and agree to be bound by the terms hereof.

Dated at the City of Vancouver, in the Province of British Columbia the 16th day of June, 2016.

ECOASIS DEVELOPMENTS LLP
by its managing partner, Ecoasis Bear
Mountain Developments Ltd.

By: 

Dan Matthews
Authorized Signatory

I have authority to bind the corporation

ECOASIS RESORT AND GOLF LLP
by its managing partner, Ecoasis Bear
Mountain Developments Ltd.

By: 

Dan Matthews
Authorized Signatory

0884185 B.C. LTD.

By: 

Dan Matthews
Authorized Signatory

0884188 B.C. LTD.


By: 

Dan Matthews
Authorized Signatory

- 7 -


0884190 B.C. LTD.

By:




Dan Matthews
Authorized Signatory**0884194 B.C. LTD.**

By:




Dan Matthews
Authorized Signatory**BM 81/82 LANDS LTD.**

By:




Dan Matthews
Authorized Signatory**BM 83 LANDS LTD.**

By:



Dan Matthews
Authorized Signatory**BM 84 LANDS LTD.**

By:



Dan Matthews
Authorized Signatory

- 8 -

BM CAPELLA LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM CLUBHOUSE 40 LTD.

By:



Dan Matthews
Authorized Signatory

BM HIGHLANDER DEVELOPMENT LTD.

By:



Dan Matthews
Authorized Signatory

BM HIGHLANDS GOLF COURSE LTD.

By:



Dan Matthews
Authorized Signatory

BM HIGHLANDS LANDS LTD.

By:



Dan Matthews
Authorized Signatory

- 9 -

BM MOUNTAIN GOLF COURSE LTD.

By:



Dan Matthews
Authorized Signatory

BM RESORT ASSETS LTD.

By:



Dan Matthews
Authorized Signatory

This is Exhibit "C" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.



A Commissioner for taking Affidavits within British Columbia

SANOVEST HOLDINGS LTD.
224 West 5th Avenue
Vancouver BC V5Y 1J4

January 26, 2022

Ecoasis Developments LLP
 3480 Ripon Road
 Victoria, BC V8R 6H2.

Attention: Dan Matthews

Dear Sirs:

RE: Second modification ("Agreement") to commitment letter dated October 8, 2013 ("Original Commitment Letter") as amended by a first modification to commitment letter dated June 15, 2016 ("First Modification") (Original Commitment Letter and First Modification collectively "Commitment Letter") made between Sanovest Holdings Ltd. ("Lender") and Ecoasis Developments LLP ("Borrower") to extend the term of the Loan

This Agreement confirms that the Lender and the Borrower have agreed to extend the term of the Loan (the "Term") to May 1, 2024 on the terms and conditions set out in this Agreement.

Except where defined herein, the definitions set out in the Commitment Letter shall have the same meaning when used in this Agreement.

A copy of the Original Commitment Letter is attached hereto as Schedule A and a copy of the First Modification is attached hereto as Schedule B.

1. Interest Rate

Interest shall continue to accrue on the balance outstanding under the Loan at the rate of 8% per annum, calculated daily, not in advance, and compounded quarterly from the Funding Date (as defined in the Original Commitment Letter) for the Term of the Loan.

2. Extension Fee

In consideration of the Lender granting of the extension of the Term contemplated herein, a fee in the amount of \$700,000 ("Extension Fee") shall be payable by the Borrower, the payment of which Extension Fee shall be satisfied by the Extension Fee being added to the principal amount owing under the Loan effective as of November 1, 2021.

- 2 -

3. **Funding**

The reference to "Section 6" in Section 4 of the First Modification is hereby amended to be a reference to "Section 7".

4. **Additional Fee Thresholds**

The Thresholds contemplated under Section 5 of the First Modification shall be amended to delete the \$45,000,000 Threshold in subsection 5(a) of the First Modification and all references in the First Modification to "New Advance" or "New Advances" are hereby amended to be references to "Additional Advance" or "Additional Advances", as applicable.

5. **Security**

The Security described in the Commitment Letter will be continuing security for the Loan.

6. **Acceptance**

This Agreement shall not become effective until the Borrower, and the Lender have signed it and a fully executed copy is returned to the Lender's office by no later than 3:00 pm Pacific Time on the 27th day of January, 2022.

All other terms and conditions of the Commitment Letter remain unchanged. Kindly acknowledge your agreement to the foregoing by signing and returning a copy of this letter.

Yours truly,

SANOVEST HOLDINGS LTD.

Per: 

- 3 -

We confirm our agreement to the terms of this Agreement and agree to be bound by the terms hereof.

Dated at the City of VICTORIA, in the Province of British Columbia the 27 day of JAN, 2022.

ECOASIS DEVELOPMENTS LLP
by its managing partner, Ecoasis Bear
Mountain Developments Ltd.

By:

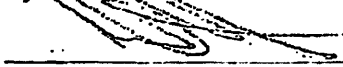


Dan Matthews
Authorized Signatory

I have authority to bind the corporation

ECOASIS RESORT AND GOLF LLP
by its managing partner, Ecoasis Bear
Mountain Developments Ltd.

By:



Dan Matthews
Authorized Signatory

0884185 B.C. LTD.


By:



Dan Matthews
Authorized Signatory

0884188 B.C. LTD.

By:



Dan Matthews
Authorized Signatory

- 4 -

0884190 B.C. LTD.

By:



Dan Matthews
Authorized Signatory

0884194 B.C. LTD.

By:



Dan Matthews
Authorized Signatory

BM 81/82 LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM 83 LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM 84 LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM CAPELLA LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM HIGHLANDS GOLF COURSE LTD.

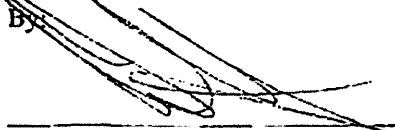
By:



Dan Matthews
Authorized Signatory

BM HIGHLANDS LANDS LTD.

By:



Dan Matthews
Authorized Signatory

BM MOUNTAIN GOLF COURSE LTD.

By:



Dan Matthews
Authorized Signatory

This is Exhibit "**D**" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal line and a small flourish.

A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: TRK <TRK@SANOVEST.COM>
Sent: Friday, January 21, 2022 10:52 AM
To: 'Dan Matthews'
Cc: 'Schmidt, Mark'; 'Lord, Richard'; 'Kevin Isomura'
Subject: RE: Proposed Extension of Loan

From: TRK [mailto:TRK@SANOVEST.COM]
Sent: Friday, January 21, 2022 10:26 AM
To: 'Dan Matthews' <dmatthews@ecoasis.com>
Cc: 'Schmidt, Mark' <mark.schmidt@dlapiper.com>; 'Lord, Richard' <richard.lord@dlapiper.com>; 'Kevin Isomura' <kisomura@dmcl.ca>
Subject: RE: Proposed Extension of Loan

From: Dan Matthews [] On Behalf Of Dan Matthews
Sent: Friday, January 21, 2022 9:50 AM
To: Tian Kusumoto <>
Cc: Schmidt, Mark <>; Lord, Richard <>; Kevin Isomura <>

< >
Subject: Re: Proposed Extension of Loan

Good morning Tian

As Mark laid out in his email and as we discussed in our call the reduction in term was the mechanism discussed to reduce the fee given the reasons he outlined in his email. Mark please correct me if I'm wrong.

An early payout clause exists in the 2013 and 2016 loan agreements so I don't follow your rationale as to any new benefit to the company..

Unless we can agree to a lower fee we should go look for alternative 3rd party financing which I'm confident will come with a lower fee and lower coupon. .

Thank you

Dan Matthews

President and CEO
 ECOASIS DEVELOPMENTS LLP
 2050 Country Club Way, Victoria BC, V9B 6R3 Canada
 T: 250-391-3795.
 C: 250-888-7386 (Melissa: EA)

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance of the contents of this information is strictly prohibited and may be unlawful. Ecoasis Developments LLP or its subsidiaries are neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.
 please consider the environment before printing this e-mail

On Jan 20, 2022, at 3:40 PM, TRK <

> wrote:

back to 5

CL:

From: Dan Matthews [] **On Behalf Of** Dan Matthews
Sent: Thursday, January 20, 2022 3:15 PM
To: Tian Kusumoto < >
Cc: Schmidt, Mark < >; Lord, Richard < >; Kevin Isomura < >
Subject: Re: Proposed Extension of Loan

Hi Tian

Good to hear you connected with Mark and by virtue of some of the email traffic yesterday with Kevin you spoke and understand the delinquencies of GST, penalties and repercussions to the company.

1: Fee: This point differs from the concept discussed with Mark, and isn't consistent with our discussion or as noted in his excerpt from his email on Dec 17.

I thought when you said you would consider the one year term you were in fact accepting a lower fee, otherwise there would be no benefit in reducing the term.

Tian can you please consider reducing the loan fee to correspond with the shorter term, or perhaps consider just dealing with the distribution of the funds in escrow as agreed and then we work together to secure third party financing which will be better value for the company.

2: Draws over 50m: Agreed

BMO interest is paid through January and they are not putting any pressure on us to pay off the loan. Since Mark can likely turn a letter around next week? lets consider just finalizing the extension and paying all the agreed upon distributions at once so as to avoid any further back and forth on this matter.

Thank you
 Dan Matthews

President and CEO
 ECOASIS DEVELOPMENTS LLP
 2050 Country Club Way, Victoria BC, V9B 6R3 Canada
 T: 250-391-3795.
 C: 250-888-7386 (Melissa: EA)
www.ecoasis.com

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and

others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance of the contents of this information is strictly prohibited and may be unlawful. Ecoasis Developments LLP or its subsidiaries are neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.
please consider the environment before printing this e-mail

On Jan 18, 2022, at 3:43 PM, TRK <TRK@SANOVEST.COM> wrote:

ly agrees
old

From: Dan Matthews [<mailto:dmatthews@ecoasis.ca>] **On Behalf Of** Dan Matthews
Sent: Tuesday, January 18, 2022 8:13 AM
To: Tian Kusumoto <trk@sanovest.com>
Cc: Kevin Isomura <kisomura@dmcl.ca>; Schmidt, Mark <mark.schmidt@dlapiper.com>;
Lord, Richard <richard.lord@dlapiper.com>
Subject: Re: Proposed Extension of Loan

Hi Tian

The tech issue could not be fixed as quickly as I had hoped but we established an acceptable work around and once Telus is completed their work later this morning we should have a secure, reliable service.

Once again thank you for your proposal to pay off the BMO loan, pay off DLA (approx \$770,000) and the balance paid to Sanovest directly from DLAs trust

account and it is acceptable with the only exception being that we also need to include the payment of the Government obligations of approximately \$700,000 (approx 100k of this is the estimated penalties). In my conversation with Kevin and I encourage you to speak with him directly on the matter, notwithstanding the significant penalties non - payment of these amounts could result in CRA action including but not limited to garnishing accountst. There are proceeds of approximately \$485,000 coming the first week of February from a Pinehurst lot closing which will be used as a repayment to Sanovest and will leave you in virtually the same position.

Assuming this is okay, we can instruct Mark to proceed immediately with the loan extension documentation. I confirm we have agreed that the terms of the loan extension as follows:

- Loan amount \$50 Million;
- The loan will be registered for \$70 Million;
- 2% fee payable;
- Terms will be 1 year to reduce the total fee burden to the company (I understand you need a private conversation with Mark);
- Rate will be 8% compounded quarterly; and
- Any amounts over \$50 Million will incur a 2% fee and be in \$5 Million increments.

I also confirm your email of yesterday in which Sanovest agrees to pay all property taxes prior to June 30 2022 as part of the 2022 budget once the loan extension is in place. I also confirm that in accordance with an agreed upon budget Sanovest acting reasonably will fund any operating shortfall.

If you can respond to this email with your confirmation that this is acceptable, we can get this moving and get the funds released to Sanovest.

Thank you

Dan Matthews

President and CEO
 ECOASIS DEVELOPMENTS LLP
 2050 Country Club Way, Victoria BC, V9B 6R3 Canada
 T: 250-391-3795.
 C: 250-888-7386 (Melissa: EA)
www.ecoasis.com

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure,

copying, distribution or taking any action in reliance of the contents of this information is strictly prohibited and may be unlawful. Ecoasis Developments LLP or its subsidiaries are neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

please consider the environment before printing this e-mail

On Jan 17, 2022, at 11:18 AM, TRK <TRK@SANOVEST.COM> wrote:

From: Dan Matthews [<mailto:dmatthews@ecoasis.ca>] **On Behalf Of** Dan Matthews
Sent: Friday, January 14, 2022 2:17 PM
To: TRK <TRK@sanovest.com>
Cc: Dan Matthews <dmatthews@ecoasis.com>; Schmidt, Mark <mark.schmidt@dlapiper.com>; Kevin Isomura <kisomura@dmcl.ca>; Lord, Richard <richard.lord@dlapiper.com>
Subject: Re: Proposed Extension of Loan

Hi Tian

Thank you for the proposal but I'm dealing with a major tech issue at Bear Mountain so will revert back to you on Monday. I also would like a quick chat with Kevin on the outstanding GST balances which I believe are at a critical stage.

Thank you

Dan Matthews

President and CEO
ECOASIS DEVELOPMENTS LLP
2050 Country Club Way, Victoria BC, V9B 6R3 Canada
T: 250-391-3795 C: 250-888-7386
www.ecoasis.com

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance of the contents of this information is strictly prohibited and may be unlawful. Ecoasis Developments LLP or its subsidiaries are neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

please consider the environment before printing this e-mail

On Jan 14, 2022, at 12:58 PM, TRK
<TRK@sanovest.com> wrote:

This is Exhibit "E" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line and a small flourish.

A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: tom kusumoto <tomkusumoto@hotmail.com>
Sent: Thursday, December 27, 2018 12:56 PM
To: David Clarke
Cc: dmatthews@ecoasis.ca; TIAN
Subject: Loan

Deposited \$420,000. To. Ecoasis. Dev. From Tom personally.
Please record this loan as tom k as lender not Sanovest (separate) Thanks

Sent from my iPhone

This is Exhibit "F" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a series of loops and a final flourish.

A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: trk@sanovest.com
Sent: Thursday, December 27, 2018 1:14 PM
To: Tom Kusumoto; Hydri Kusumoto
Cc: Dan Matthews; dclarke@ecoasis.com
Subject: Financing

Ok, I am surprised that you financed BM. I think you know that I am against BM spending \$6M on Tennis and bike jumps. I will book the the loan as a loan from Tom to BM for \$420k at 8%.

Tian Kusumoto
Sanovest Holding Ltd.
PH: 604.685.9161
CL: 778.321.9161
EM: trk@sanovest.com

Deposited \$420,000. To. Ecoasis. Dev. From Tom personally.
Please record this loan as tom k as lender not Sanovest (separate) Thanks Sent from my iPhone

Tian Kusumoto
Sanovest Holding Ltd.
PH: 604.685.9161
CL: 778.321.9161
EM: trk@sanovest.com

This is Exhibit "G" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a loop and a horizontal stroke.

A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: TRK <TRK@SANOVEST.COM>
Sent: Friday, January 11, 2019 10:54 AM
To: 'Dan Matthews'
Cc: tom kusumoto
Subject: mortgage

Hi Dan,
Santitas 2018 mortgage balance for tax purposes. (note Toms xmas advance not included)

Date	Description	Payment	Principle	Days	Interest / Day
15-Nov-17	Advance- Oct / Nov	(650,000.00)	(58,400,685.00)	46	(12,800.1)
13-Dec-17	Advance- road /cf	(1,200,000.00)	(59,600,685.00)	28	(13,063.1)
31-Dec-17	Loan Fee > \$60M	(100,000.00)	(59,700,685.00)	18	(13,085.0)
31-Dec-17	Capitalize Int	(1,175,794.63)	(60,876,479.63)	-	(13,342.7)
30-Jan-18	Advance	(900,000.00)	(61,776,479.63)	30	(13,540.0)
20-Feb-18	Advance	(700,000.00)	(62,476,479.63)	21	(13,693.4)
31-Mar-18	Capitalize Int	(1,218,670.28)	(63,695,149.91)	39	(13,960.9)
4-Apr-18	Advance	(1,225,000.00)	(64,920,149.91)	4	(14,229.0)
4-Apr-18	Fee > \$65mm	(100,000.00)	(65,020,149.91)	-	(14,250.9)
5-Apr-18	Payment	3,208,994.40	(61,811,155.51)	1	(13,547.6)
30-Jun-18	Capitalize Int	(1,235,191.26)	(63,046,346.77)	86	(13,818.3)
3-Jul-18	Property Tax	(1,100,000.00)	(64,146,346.77)	3	(14,059.4)
6-Jul-18	Payment	1,600,000.00	(62,546,346.77)	3	(13,708.7)
31-Aug-18	Capitalize Int	(851,325.70)	(63,397,672.47)	56	(13,895.3)
15-Sep-18	Advance	(900,000.00)	(64,297,672.47)	15	(14,092.6)
14-Nov-18	Advance	(900,000.00)	(65,197,672.47)	60	(14,289.9)
31-Dec-18	Capitalize Int	(1,725,614.47)	(66,923,286.95)	47	(14,668.1)
11-Jan-19			(66,923,286.95)	11	(14,668.1)

Tian Kusumoto
Sanovest Holding Ltd.
PH: 604.685.9161
CL: 778.321.9161
EM: trk@sanovest.com

This is Exhibit "H" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.



A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: tom kusumoto <tomkusumoto@hotmail.com>
Sent: Wednesday, May 1, 2019 4:03 PM
To: David Clarke
Cc: trk@sanovest.com; Dan Matthews
Subject: \$1.1m loan.

David: Yesterdays \$1.1m

Please change the Sanovest loan of \$1.1m to: Loan from Tom Kusumoto... and not from Sanovest

Tian:

Please debit \$1.1m to my shareholder's loan and cancel Sanovest's loan to BM.

Thanks
Tom

This is Exhibit "I" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.



A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: David Clarke <dclarke@ecoasis.com>
Sent: Tuesday, July 9, 2019 11:11 AM
To: 'tom kusumoto'
Subject: RE: Sale of Hotel - Bear Mountain
Attachments: Tom loan as at July 11.pdf

Hi Tom

Here is your statement/balance as it will be for Thursday.

Do you want me to send this to Tian?

Thanks

David Clarke

CLARKE

Chief Financial Officer

ECOASIS

2050 Country Club Way, Victoria BC, V9B 6R3 Canada

T 250.391-3752 M 250.213-3356

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance of the contents of this information is strictly prohibited and may be unlawful. Ecoasis Developments LLP or its subsidiaries is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

From: tom kusumoto <tomkusumoto@hotmail.com>
Sent: July 9, 2019 10:53 AM
To: David Clarke <dclarke@ecoasis.com>
Subject: Fw: Sale of Hotel - Bear Mountain

From: tom kusumoto
Sent: July 9, 2019 10:52 AM
To:
Subject: Fw: Sale of Hotel - Bear Mountain

Tian:

From the proceeds of the sale. I would like my personal "direct" loans to BM paid firstly before balance is paid out to Sanovest. Thanks

Tom

From: Griffin, Marilyn < >
Sent: July 9, 2019 10:47 AM
To: tom kusumoto; Tian Kusumoto ()
Cc: Schmidt, Mark
Subject: Sale of Hotel - Bear Mountain

Good morning Tom and Tian,

I am working on preparing the necessary discharge documents. I also copied you on an e-mail to Pat Julian at Koffman Kalef regarding the beneficial ownership of each of the properties.

Could you please provide me with a Statement setting out how much money you will need from the sale of the Hotel in exchange for the Discharges of your security over the Hotel properties. If you are to receive the entire net sale proceeds we will not need a Statement but will prepare a Direction which will need to be signed for closing.

Best regards,

Marilyn Griffin

Paralegal

T +1 604.643.6301

F +1 604.605.3702

E marilyn.griffin@dlapiper.com

DLA Piper (Canada) LLP
Suite 2800, Park Place
666 Burrard St
Vancouver BC V6C 2Z7
Canada
www.dlapiper.com

delete this not and re

Tom K - Loan and Interest

Date	Description	(Advance) Payment	Balance	Days	Interest / Day	Acrued Interest
27-Dec-18	Advance		(420,000.00)		(92.05)	
31-Dec-18	Month End		(420,000.00)	4	(92.05)	(368.22)
28-Jan-19	Advance	(1,000,000.00)	(1,420,000.00)	28	(311.23)	(2,945.75)
31-Jan-19	Month End	-	(1,420,000.00)	3	(311.23)	(3,879.45)
25-Feb-19	Advance	(500,000.00)	(1,920,000.00)	25	(420.82)	(11,660.27)
28-Feb-19	Month End	-	(1,920,000.00)	3	(420.82)	(12,922.74)
22-Mar-19	Advance	(1,000,000.00)	(2,920,000.00)	22	(640.00)	(22,180.82)
31-Mar-19	Month End		(2,920,000.00)	9	(640.00)	(27,940.82)
30-Apr-19	Advance	(1,100,000.00)	(4,020,000.00)	30	(881.10)	(47,140.82)
28-May-19	Payment	1,100,000.00	(2,920,000.00)	28	(640.00)	(71,811.51)
30-May-19	Month End		(2,920,000.00)	2	(640.00)	(73,091.51)
30-Jun-19	Month End		(2,920,000.00)	31	(640.00)	(92,931.51)
11-Jul-19	Month End		(2,920,000.00)	11	(640.00)	(99,971.51)
Tom owed			3,019,971.51			

This is Exhibit "J" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.



A Commissioner for taking Affidavits within British Columbia

Lily Y. Zhang

From: TRK <TRK@SANOVEST.COM>
Sent: Friday, October 7, 2022 3:23 PM
To: 'Kevin Isomura'
Cc: 'Dan Matthews'
Subject: Tom's Loan

Hi Kevin / Dan,

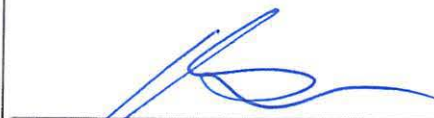
In 2019, when I calculated Tom's loan, I didn't charge a \$100k fee on it and instead put the fee on Sanovest's loan as Tom's loan fell under Sanovest security. This is why Tom got paid off on the Hotel sale instead of Sanovest when it was entitled to all the proceeds under the security agreement. Tom's loan's were secured under Sanovest loan which was at 8% plus \$100k every \$5M. I am not sure if the CRD refund is going to screw up Tom's loan but I think Sanovest is entitled to the fee particularly at this late date. Why not bring this up at year end when I went through it with David Clarke, the CFO instead of 2 years later? Ecoasis got >\$70M in funding, shouldn't it pay for the fee's on that amount?

Ecoasis Developments LLP
 Bear Mountain

Tom's Loan and Interest					8%	
Balance of Loan						
Date	Description	Payment	Principal	Days	Interest / Day	Accrued Interest
8-Oct-13	Open		-		-	
27-Dec-18	Tom's Advance		(420,000.00)	-	(92.05)	-
31-Dec-18	Capitalize Int	(368.22)	(420,368.22)	4	(92.14)	-
27-Dec-18	Advance		(420,368.22)	-	(92.14)	-
31-Dec-18	Month End		(420,368.22)	4	(92.14)	(368.54)
28-Jan-19	Advance	(1,000,000.00)	(1,420,368.22)	28	(311.31)	(2,948.34)
31-Jan-19	Month End	-	(1,420,368.22)	3	(311.31)	(3,882.28)
25-Feb-19	Advance	(500,000.00)	(1,920,368.22)	25	(420.90)	(11,665.12)
28-Feb-19	Month End	-	(1,920,368.22)	3	(420.90)	(12,927.82)
22-Mar-19	Advance	(1,000,000.00)	(2,920,368.22)	22	(640.08)	(22,187.68)
31-Mar-19	Capitalize Int	(27,948.41)	(2,948,316.63)	9	(646.21)	-
30-Jun-19	Capitalize Int	(58,804.78)	(3,007,121.41)	91	(659.10)	-
12-Jul-19	repayment	(7,909.14)	(3,015,030.55)	12	(660.83)	-

Tian Kusumoto
 Sanovest Holding Ltd.
 PH: 604.685.9161
 CL: 778.321.9161

This is Exhibit "**K**" referred to in the affidavit of Daniel Matthews affirmed before me at Vancouver this 31st day of July 2025.

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a horizontal line and a small flourish.

A Commissioner for taking Affidavits within British Columbia

Ecoasis Developments LLP
Bear Mountain

129

Tom's Loan and Interest

8%

Balance of Loan

Description	Payment	Principal	Days	Accrued Interest / Cumulative Interest	
				Interest	Total
t-13 Open		-		-	
t-18 Tom's Advance		(420,000.00)	-	(92.05)	
t-18 Capitalize Int	(368.22)	(420,368.22)	4	(92.14)	
t-18 Advance		(420,368.22)	-	(92.14)	
t-18 Month End		(420,368.22)	4	(92.14)	(368.22)
y-19 Advance	(1,000,000.00)	(1,420,368.22)	28	(311.31)	(2,997.67)
y-19 Month End	-	(1,420,368.22)	3	(311.31)	(3,308.98)
y-19 Advance	(500,000.00)	(1,920,368.22)	25	(420.90)	(11,629.88)
y-19 Month End	-	(1,920,368.22)	3	(420.90)	(12,950.78)
r-19 Advance	(1,000,000.00)	(2,920,368.22)	22	(640.08)	(22,190.86)
r-19 Loan Fee	(100,000.00)	(3,020,368.22)	8	(662.00)	(27,302.86)
r-19 Advance from Sanovest Loan	100,000.00	(2,920,368.22)	-	(640.08)	(27,302.86)
r-19 Capitalize Int	(22,827.76)	(2,943,195.98)	1	(645.08)	(27,947.94)
y-19 Capitalize Int	(86,651.06)	(3,029,847.04)	91	(664.08)	
l-19 interest adjustment	9,187.18	(3,020,659.86)	12	(662.06)	

NO. S-243389
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE RECEIVERSHIP OF
ECOASIS DEVELOPMENTS LLP AND OTHERS**

BETWEEN:

SANOVEST HOLDINGS LTD.

PETITIONER

AND:

ECOASIS DEVELOPMENTS LLP ET AL

RESPONDENTS

A F F I D A V I T

OWEN BIRD LAW CORPORATION

PO Box 1, Vancouver Centre II
2900-733 Seymour Street
Vancouver, B.C. V6B 0S6

Attention: Scott H. Stephens and Lily Y. Zhang
File No. 42018-0000
