

BH231897

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BH231898

LAND TITLE ACT  
FORM C

LAND TITLE OFFICE  
NEW WESTMINSTER/  
VANCOUVER

(Section 219.81)

2# 100.-

Province of British Columbia

GENERAL INSTRUMENT-PART 1

(This area for Land Title Office use)

Page 1 of 32

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
David Loukidelis, Lidstone Young Anderson, 1616 - 808 Nelson Street, Vancouver, B.C. V6Z 2H2 (689-7400) (9-591)

David Loukidelis  
Applicant/Solicitor  
08/05/94 ACCESS CHARGE 100.00

*David Loukidelis*

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \* 08/05/94 A68528 DEFECT 10.00 ✓  
(PID) (LEGAL DESCRIPTIONS)

SEE SCHEDULE

3. NATURE OF INTEREST: \*  
Description Document Reference Person Entitled to Interest  
(page and paragraph)

SEE SCHEDULE

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

- (a) File Standard Charge Terms  D.F. No.
- (b) Express Charge Terms  Annexed as Part 2 /
- (c) Release  There is no Part 2 of this Instrument

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): \*

SEE SCHEDULE

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

BLACKCOMB SKIING ENTERPRISES LTD., (Extra-provincial Registration No. A-14833), 4545 Blackcomb Way, Whistler, B.C., V0N 1B0

W.L.C. DEVELOPMENTS LTD. (Incorporation No. 258741), 401-4603 Kingsway, Burnaby, B.C., V5H 4M4

BLACKCOMB OWNERSHIP TITLEHOLDING CORPORATION, (Incorporation No. 446721), 4545 Blackcomb Way, Whistler, B.C., V0N 1B0

THE OWNERS, STRATA PLAN NO. LMS1252, 4545 Blackcomb Way, Whistler, B.C., V0N 1B0

MONTREAL TRUST COMPANY OF CANADA, in trust for Intrawest Resort Club (See DF No. BH144153 and DF No. BH144154), 510 Burrard Street, Vancouver, B.C. V6C 3B9

**PACIFIC COAST  
TITLE SEARCH LIMITED**



LAND TITLE ACT  
FORM C

(Section 219.81)

Province of British Columbia  
GENERAL INSTRUMENT--PART 1


7. ADDITIONAL OR MODIFIED TERMS:\*

N/A

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

Officer Signature(s)                      Execution Date                      Party(ies) Signature(s)


Y           M           D

  
Name: \_\_\_\_\_

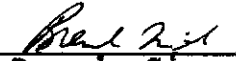
94      4      20

RESORT MUNICIPALITY OF WHISTLER by its authorized signatories

LINDA MANHEIM, Deputy Municipal Clerk  
A Commissioner for taking Affidavits  
for the Province of British Columbia  
Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C. V0N 1B4

  
Name: ~~Fred Nebbeling~~, DAVID KIRK  
Mayer                      ACTING MAYOR

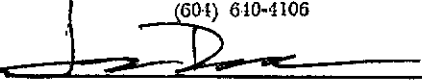
(as to both signatures)

  
Name: Brenda Sims,  
Municipal Clerk

  
Name: BARRY D. CHASE  
BARRISTER & SOLICITOR  
900 Waterfront Centre, 200 Burrard Street  
P.O. Box 48600, Vancouver, Canada V7X 1T2  
(604) 610-4106


94      3      31

W.L.C. DEVELOPMENTS LTD. by its authorized signatory

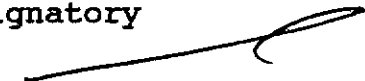
  
Name: \_\_\_\_\_

JOHN A. DOOLAN  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER B.C. V7Y 1K2  
(604) 681-7938

94      3      31

  
Name: James Switzer, President

BLACKCOMB SKIING ENTERPRISES LTD. by its authorized signatory

  
Name: GARY RAYMOND

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public, or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- \*\* If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act  
Form D

EXECUTIONS CONTINUED

Execution Date

Officer Signature(s)

Name:

**JOHN A. DOOLAN**  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
(604) 643-7938

*Virginia Wild*

Name:

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
#401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

(as to both signatures)

*John A. Doolan*

Name:

**JOHN A. DOOLAN**  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
(604) 643-7938

*Alida A. Leyen*

Name:

ALIDA A. LEYEN  
A COMMISSIONER FOR TAKING  
AFFIDAVITS FOR BRITISH COLUMBIA  
1055 W. GEORGIA ST.  
VANCOUVER, B.C. V6E 8B5

(as to both signatures)

Y	M	D
94	3	31
94	08	31
94	3	31
94	4	5

Party(ies) Signature(s)

BLACKCOMB OWNERSHIP  
TITLEHOLDING CORPORATION, by  
its authorized signatory

*Daniel Jarvis*  
Name: DANIEL JARVIS

AS TO PRIORITY

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA by its authorized  
signatories

*R. H. Roberts*  
Name: R. H. ROBERTS

Name:

BLACKCOMB SKIING ENTERPRISES  
LTD. by its authorized  
signatory

*Gary Raymond*  
Name: GARY RAYMOND

ROYAL BANK OF CANADA by its  
authorized signatories

*Carroll James Potter*  
Name: Carroll James Potter, Account Manager

*Gregory Earle Caravan*  
Name: Gregory Earle Caravan, Account Manager

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

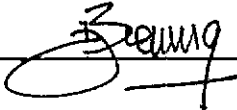
Land Title Act  
FORM D

EXECUTIONS CONTINUED

Execution Date  
Y M D

Officer Signature

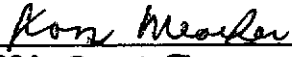
Transferee Signature



94 6 1

THE OWNERS, STRATA PLAN NO. LMS1252 by its authorized signatories

**B. GLENN LEUNG**  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
(604) 643-7108

  
Name: Joe Housian  
Name: Daniel Jannin  
*Assoc Member*

(as to ~~both signatures~~)  
*Signature of Joe Housian only*)

MONTREAL TRUST COMPANY OF CANADA, In Trust for Intrawest Resort Club (See DF No. BH144153 and DF No. BH144154), by its authorized signatories:



LANA MAN  
A Commissioner for taking Affidavits for British Columbia  
Expires July 31, 1995

94 6 9

  
Name: Nicole Clement  
Name: Carl R. Laufenslager

(as to both signatures)

510 Burrard Street,  
Vancouver, B.C. V6C 3B9  
(604) 661-9400

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT  
Form E

## SCHEDULE

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
007-147-325	Lot 1, District Lot 3903, Plan 19506
016-492-226	Lot 34, District Lot 3866, Plan 22981
008-846-308	Lot 11, District Lots 3866 and 3903, Plan 21500
018-279-473	Lot 39, Except Firstly: Phase 1 Strata Plan LMS1252, District Lot 3866, New Westminster District Plan LMP10450
018-635-083	Common Property, Strata Plan LMS1252
018-634-630	Strata Lot 1, District Lot 3866, Strata Plan LMS1252
018-634-648	Strata Lot 2, District Lot 3866, Strata Plan LMS1252
018-634-656	Strata Lot 3, District Lot 3866, Strata Plan LMS1252
018-634-664	Strata Lot 4, District Lot 3866, Strata Plan LMS1252
018-634-672	Strata Lot 5, District Lot 3866, Strata Plan LMS1252
018-634-681	Strata Lot 6, District Lot 3866, Strata Plan LMS1252
018-634-699	Strata Lot 7, District Lot 3866, Strata Plan LMS1252
018-634-702	Strata Lot 8, District Lot 3866, Strata Plan LMS1252
018-634-711	Strata Lot 9, District Lot 3866, Strata Plan LMS1252

**LAND TITLE ACT  
Form E****SCHEDULE**

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
018-634-729	Strata Lot 10, District Lot 3866, Strata Plan LMS1252
018-634-737	Strata Lot 11, District Lot 3866, Strata Plan LMS1252
018-634-745	Strata Lot 12, District Lot 3866, Strata Plan LMS1252
018-634-753	Strata Lot 13, District Lot 3866, Strata Plan LMS1252
018-634-761	Strata Lot 14, District Lot 3866, Strata Plan LMS1252
018-634-770	Strata Lot 15, District Lot 3866, Strata Plan LMS1252
018-634-788	Strata Lot 16, District Lot 3866, Strata Plan LMS1252
018-634-796	Strata Lot 17, District Lot 3866, Strata Plan LMS1252
018-634-800	Strata Lot 18, District Lot 3866, Strata Plan LMS1252
018-634-818	Strata Lot 19, District Lot 3866, Strata Plan LMS1252
018-634-826	Strata Lot 20, District Lot 3866, Strata Plan LMS1252
018-634-834	Strata Lot 21, District Lot 3866, Strata Plan LMS1252
018-634-851	Strata Lot 22, District Lot 3866, Strata Plan LMS1252

**LAND TITLE ACT  
Form E****SCHEDULE**

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
018-634-877	Strata Lot 23, District Lot 3866, Strata Plan LMS1252
018-634-893	Strata Lot 24, District Lot 3866, Strata Plan LMS1252
018-634-923	Strata Lot 25, District Lot 3866, Strata Plan LMS1252
018-634-940	Strata Lot 26, District Lot 3866, Strata Plan LMS1252
018-634-966	Strata Lot 27, District Lot 3866, Strata Plan LMS1252
018-634-974	Strata Lot 28, District Lot 3866, Strata Plan LMS1252
018-634-982	Strata Lot 29, District Lot 3866, Strata Plan LMS1252
018-634-991	Strata Lot 30, District Lot 3866, Strata Plan LMS1252
018-635-008	Strata Lot 31, District Lot 3866, Strata Plan LMS1252
018-635-016	Strata Lot 32, District Lot 3866, Strata Plan LMS1252
018-635-024	Strata Lot 33, District Lot 3866, Strata Plan LMS1252
018-635-032	Strata Lot 34, District Lot 3866, Strata Plan LMS1252
018-635-041	Strata Lot 35, District Lot 3866, Strata Plan LMS1252
018-635-059	Strata Lot 36, District Lot 3866, Strata Plan LMS1252

**LAND TITLE ACT  
Form E****SCHEDULE**

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
018-635-067	Strata Lot 37, District Lot 3866, Strata Plan LMS1252
018-635-075	Strata Lot 38, District Lot 3866, Strata Plan LMS1252
018-644-724	Strata Lot 39, District Lot 3866, Strata Plan LMS1252
018-644-741	Strata Lot 40, District Lot 3866, Strata Plan LMS1252
018-644-767	Strata Lot 41, District Lot 3866, Strata Plan LMS1252
018-644-791	Strata Lot 42, District Lot 3866, Strata Plan LMS1252
018-644-805	Strata Lot 43, District Lot 3866, Strata Plan LMS1252
018-644-830	Strata Lot 44, District Lot 3866, Strata Plan LMS1252
018-644-856	Strata Lot 45, District Lot 3866, Strata Plan LMS1252
018-644-864	Strata Lot 46, District Lot 3866, Strata Plan LMS1252
018-644-881	Strata Lot 47, District Lot 3866, Strata Plan LMS1252
018-644-902	Strata Lot 48, District Lot 3866, Strata Plan LMS1252
018-644-929	Strata Lot 49, District Lot 3866, Strata Plan LMS1252



**LAND TITLE ACT  
Form E**

## SCHEDULE

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
018-644-945	Strata Lot 50, District Lot 3866, Strata Plan LMS1252
018-644-953	Strata Lot 51, District Lot 3866, Strata Plan LMS1252
008-049-530	District Lot 3866, Except Portions in Plans 19506, 21332, 21500, 21501, 21578, 21816, 21844, 21845, 21892, 22981 and LMP10450
008-049-556	District Lot 3903, Except Portions in (1) Plans 19506, 20511, 21332, 21364, 21391, 21497, 21500, 21501, 21573, 21585, 21816, 21892, 21910, 21960, 22328, 22329, 22330, 22442, 22749, LMP54, LMP3696, LMP6007, LMP8165 and LMP12506 (2) Reference Plan 19117

LAND TITLE ACT  
Form E

## SCHEDULE

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

## 3. NATURE OF INTEREST:\*

Description	Document Reference (page and paragraph)	Person Entitled to Interest
✓ (a) Modification of Land Use Contract G2520, modified by GB77455	Entire Instrument Pages 1 to 32	Transferees
✓ (b) Priority Agreement granting priority over Option to Purchase L33123 (Lot 1)	Page 28 Paragraphs 1 and 2	Transferees
✓ (c) Priority Agreement granting priority over Mortgage GB73115 (Lot 1)	Page 28 Paragraphs 1 and 2	Transferees
✓ (d) Priority Agreement granting priority over Mortgage BE301659 as modified by BG226693 and extended by BG274617 (Lot 1)	Pages 29 and 30 Paragraphs 1 and 2	Transferees
✓ (e) Priority Agreement granting priority over Mortgage BG274617 and Assignment of Rents BG274618 (Lot 11 and Lot 34)	Pages 29 and 30 Paragraphs 1 and 2	Transferees
✓ (f) Priority Agreement granting priority over Option to Purchase BH34816 (Lot 11 and Lot 34)	Page 28 Paragraphs 1 and 2	Transferees
✓ (g) Priority Agreement granting priority over Mortgage BG182338 (Lot 39 and Strata Lots 1-51)	Pages 31 and 32 Paragraphs 1 and 2	Transferees

(Except  
Lots 46-50)

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**3. NATURE OF INTEREST:\***

Description	Document Reference (page and paragraph)	Person Entitled to Interest
<p><i>Except lots 46-50 ✓</i></p> <p>(h) Priority Agreement granting priority over Mortgage BG218027 and Assignment of Rents BG218028 (Lot 39 and Strata Lots 1-51)</p>	<p>Pages 29 and 30 Paragraphs 1 and 2</p>	<p>Transferees</p>
<p>✓ (i) Priority Agreement granting priority over Option to Purchase R20673, Right of First Refusal R20674, and Profit a Prendre H95618, modified and extended by GB77465 to BG77467 (GB) respectively (DL3866 and DL3903)</p>	<p>Pages 31 and 32 Paragraphs 1 and 2</p>	<p>Transferees</p>
<p>✓ (j) Priority Agreement granting priority over Mortgage BE301659, modified by BF226693 and extended by GB274617 (BG) (DL3866 and DL3903)</p>	<p>Pages 29 and 30 Paragraphs 1 and 2</p>	<p>Transferees</p>

LAND TITLE ACT  
FORM E

## SCHEDULE

Page 12

## 5. TRANSFEROR(S):\*

## (a) As to Modification of Land Use Contract in item 3(a):

RESORT MUNICIPALITY OF WHISTLER; BLACKCOMB SKIING ENTERPRISES LTD.  
(Extraprovincial Registration No. A-14833)(as owner of Lot 1, Lot 11  
and Lot 34); BLACKCOMB OWNERSHIP TITLEHOLDING CORPORATION,  
(Incorporation No. 446721)(as owner of Lot 39 and Strata Lots 1-45 and  
51); W.L.C. DEVELOPMENTS LTD. (Incorporation No. 258741)(as owner of  
DL3866 and DL3903); THE OWNERS, STRATA PLAN NO. LMS1252; and MONTREAL  
TRUST COMPANY OF CANADA, (as owner of Lots 46-50)

## (b) As to Priority Agreement in item 3(b) and item 3(c):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA;

## (c) As to Priority Agreement in item 3(d):

ROYAL BANK OF CANADA;

## (d) As to Priority Agreement in item 3(e):

ROYAL BANK OF CANADA;

## (e) As to Priority Agreement in item 3(f):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA;

## (f) As to Priority in item 3(g):

BLACKCOMB SKIING ENTERPRISES LTD. (Extraprovincial Registration No. A-  
14833);

## (g) As to Priority Agreement in item 3(h):

ROYAL BANK OF CANADA;

## (h) As to Priority Agreement in item 3(i):

BLACKCOMB SKIING ENTERPRISES LTD. (Extraprovincial Registration No.  
A14833); and

## (i) As to Priority Agreement in item 3(j):

ROYAL BANK OF CANADA

**TERMS OF INSTRUMENT - PART 2**

**LAND USE CONTRACT AMENDMENT AGREEMENT**

THIS AGREEMENT dated for reference March 31, 1994 is

AMONG:

**RESORT MUNICIPALITY OF WHISTLER**, a municipal corporation incorporated under the Resort Municipality of Whistler Act, S.B.C. 1975, c. 67 having its municipal office at 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "Municipality")

OF THE FIRST PART

AND:

**BLACKCOMB SKIING ENTERPRISES LTD.** (Extra-provincial Registration No. A-14833), a federally incorporated company in Canada having a place of business at 4545 Blackcomb Way, Whistler, British Columbia, V0N 1B0

("BSE")

OF THE SECOND PART

AND:

**BLACKCOMB OWNERSHIP TITLEHOLDING CORPORATION** (Incorporation No. 446721), 4545 Blackcomb Way, Whistler, B.C., V0N 1B0

("BOTC")

OF THE THIRD PART

AND:

**W.L.C. DEVELOPMENTS LTD.** (Incorporation No. 258741), a British Columbia company having an office c/o Ministry of Environment, Lands and Parks, #401 - 4603 Kingsway, Burnaby, British Columbia, V5H 4M4

("WLC")

OF THE FOURTH PART

AND:

**THE OWNERS, STRATA PLAN NO. LMS1252**, a strata corporation formed pursuant to the *Condominium Act* and having an address at 4545 Blackcomb Way, Whistler, B.C., V0N 1B0

(the "Strata Corporation")

OF THE FIFTH PART

AND:

**MONTREAL TRUST COMPANY OF CANADA**, in trust for Intrawest Resort Club (See DF No. BH144153 and DF No. BH144154), 510 Burrard Street, Vancouver, B.C. V6C 3B9

("Montreal Trust")

OF THE SIXTH PART

WHEREAS:

A. The Municipality, Whistler Village Land Co. Ltd. ("Whistler Land Co.") and BSE (formerly called Fortress Mountain Resorts Ltd.) entered into a land use contract dated January 8, 1979 and registered in the Vancouver Land Title Office under number G2520 (the "Original LUC") pursuant to section 702A of the Municipal Act, R.S.B.C. 1960, c. 255 containing certain terms and conditions governing the use and development of certain land in Whistler, British Columbia;

B. Pursuant to section 982 of the Municipal Act, R.S.B.C. 1979, c. 290, the Municipality, Whistler Land Co. and BSE, together with Canadian Pacific Hotels Corporation, Bosa Development Corporation and WLC, entered into an agreement dated June 15, 1988 amending the Original LUC, which agreement was registered in the Vancouver Land Title Office under number GB77455 (the "Original LUC" as amended by such amending agreement is referred to herein as the "LUC");

C. Section 28 of the LUC provides that the LUC may be amended by written agreement of the owner of any parcel that is the subject of the amendment, WLC, BSE and the Municipality;

D. BSE is the registered owner of the lands situated in the Resort Municipality of Whistler subject to the LUC and legally described as follows:

Parcel Identifier 007-147-325  
Lot 1, District Lot 3903  
Plan 19506

and

Parcel Identifier 016-492-226  
Lot 34, District Lot 3866  
Plan 22981

and

Parcel Identifier 008-846-308  
Lot 11, District Lots 3866 and 3903  
Plan 21500,

and BOTC is the registered owner of the lands situate in the Resort Municipality of Whistler subject to the LUC and legally described as follows:

018-279-473                      Lot 39, Except Firstly: Phase 1 Strata Plan LMS1252, District Lot 3866, New Westminster District Plan LMP10450

018-634-630                      Strata Lot 1, District Lot 3866, Strata Plan LMS1252  
018-634-648                      Strata Lot 2, District Lot 3866, Strata Plan LMS1252  
018-634-656                      Strata Lot 3, District Lot 3866, Strata Plan LMS1252

018-634-664	Strata Lot 4, District Lot 3866, Strata Plan LMS1252
018-634-672	Strata Lot 5, District Lot 3866, Strata Plan LMS1252
018-634-681	Strata Lot 6, District Lot 3866, Strata Plan LMS1252
018-634-699	Strata Lot 7, District Lot 3866, Strata Plan LMS1252
018-634-702	Strata Lot 8, District Lot 3866, Strata Plan LMS1252
018-634-711	Strata Lot 9, District Lot 3866, Strata Plan LMS1252
018-634-729	Strata Lot 10, District Lot 3866, Strata Plan LMS1252
018-634-737	Strata Lot 11, District Lot 3866, Strata Plan LMS1252
018-634-745	Strata Lot 12, District Lot 3866, Strata Plan LMS1252
018-634-753	Strata Lot 13, District Lot 3866, Strata Plan LMS1252
018-634-761	Strata Lot 14, District Lot 3866, Strata Plan LMS1252
018-634-770	Strata Lot 15, District Lot 3866, Strata Plan LMS1252
018-634-788	Strata Lot 16, District Lot 3866, Strata Plan LMS1252
018-634-796	Strata Lot 17, District Lot 3866, Strata Plan LMS1252
018-634-800	Strata Lot 18, District Lot 3866, Strata Plan LMS1252
018-634-818	Strata Lot 19, District Lot 3866, Strata Plan LMS1252
018-634-826	Strata Lot 20, District Lot 3866, Strata Plan LMS1252
018-634-834	Strata Lot 21, District Lot 3866, Strata Plan LMS1252
018-634-851	Strata Lot 22, District Lot 3866, Strata Plan LMS1252
018-634-877	Strata Lot 23, District Lot 3866, Strata Plan LMS1252
018-634-893	Strata Lot 24, District Lot 3866, Strata Plan LMS1252
018-634-923	Strata Lot 25, District Lot 3866, Strata Plan LMS1252
018-634-940	Strata Lot 26, District Lot 3866, Strata Plan LMS1252
018-634-966	Strata Lot 27, District Lot 3866, Strata Plan LMS1252
018-634-974	Strata Lot 28, District Lot 3866, Strata Plan LMS1252
018-634-982	Strata Lot 29, District Lot 3866, Strata Plan LMS1252
018-634-991	Strata Lot 30, District Lot 3866, Strata Plan LMS1252
018-635-008	Strata Lot 31, District Lot 3866, Strata Plan LMS1252
018-635-016	Strata Lot 32, District Lot 3866, Strata Plan LMS1252
018-635-024	Strata Lot 33, District Lot 3866, Strata Plan LMS1252
018-635-032	Strata Lot 34, District Lot 3866, Strata Plan LMS1252
018-635-041	Strata Lot 35, District Lot 3866, Strata Plan LMS1252
018-635-059	Strata Lot 36, District Lot 3866, Strata Plan LMS1252
018-635-067	Strata Lot 37, District Lot 3866, Strata Plan LMS1252
018-635-075	Strata Lot 38, District Lot 3866, Strata Plan LMS1252
018-644-724	Strata Lot 39, District Lot 3866, Strata Plan LMS1252
018-644-741	Strata Lot 40, District Lot 3866, Strata Plan LMS1252
018-644-767	Strata Lot 41, District Lot 3866, Strata Plan LMS1252
018-644-791	Strata Lot 42, District Lot 3866, Strata Plan LMS1252
018-644-805	Strata Lot 43, District Lot 3866, Strata Plan LMS1252
018-644-830	Strata Lot 44, District Lot 3866, Strata Plan LMS1252
018-644-856	Strata Lot 45, District Lot 3866, Strata Plan LMS1252
018-644-953	Strata Lot 51, District Lot 3866, Strata Plan LMS1252

and Montreal Trust is the registered owner of the lands situate in the Resort Municipality of Whistler subject to the LUC and legally described as follows:

018-644-864	Strata Lot 46, District Lot 3866, Strata Plan LMS1252
018-644-881	Strata Lot 47, District Lot 3866, Strata Plan LMS1252
018-644-902	Strata Lot 48, District Lot 3866, Strata Plan LMS1252
018-644-929	Strata Lot 49, District Lot 3866, Strata Plan LMS1252
018-644-945	Strata Lot 50, District Lot 3866, Strata Plan LMS1252

and the Strata Corporation is the owner of the following land that is subject to the LUC:

Parcel Identifier: 018-635-083  
Common Property  
Strata Plan LMS1252

(collectively, the "Blackcomb Lands");

E. WLC is the registered owner of the lands situated in the Resort Municipality of Whistler subject to the LUC and legally described as follows:

Parcel Identifier 008-049-530  
District Lot 3866 except Portions in Plans 19506, 21332, 21500, 21501, 21578,  
21816, 21844, 21845, 21892, 22981 and LMP10450

and

Parcel Identifier 008-049-556  
District Lot 3903, Except Portions in (1) Plans 19506, 20511, 21332, 21364, 21391,  
21497, 21500, 21501, 21573, 21585, 21816, 21892, 21910, 21960, 22328, 22329,  
22330, 22442, 22749, LMP54, LMP3696, LMP6007, LMP8165 and LMP12506 (2)  
Reference Plan 19117

(collectively, the "WLC Lands")

(the Blackcomb Lands and the WLC Lands are collectively called the "Property");

F. The Municipality, BSE, BOTC, the Strata Corporation, Montreal Trust and WLC have agreed to amend the LUC insofar as it applies to the Property on the terms and conditions set out in this Agreement; and

G. In accordance with the requirements of Section 28 of the LUC, the execution of this Modification of Land Use Contract by the Municipality was authorized and approved by a resolution of the Council of the Municipality;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto agree as follows;

1. The LUC is hereby amended insofar as it relates to the Property as follows:
  - (a) the definition of "Rental Pool Covenant" in section 1 of the LUC is deleted and replaced with the following:
 

""Rental Pool Covenant" means a section 215 covenant in favour of the Municipality substantially in the form annexed to this Land Use Contract as Schedule "J" or Schedule "N", or such other form approved by the Municipality;"
  - (b) the following paragraphs are added as paragraphs 7(m), (n) and (o):
 

"(m) The Developers covenant and agree with the Municipality that the Developers shall designate not less than 500 BU's on the Lands as



public BU's, which shall be as set out in, and subject to, a section 215 covenant in favour of the Municipality substantially in the form of covenant attached as Schedule "N" hereto or such other form approved by the Municipality. The Developers hereby agree to execute and deliver to the Municipality, in registrable form, such covenant or covenants charging a portion or portions of the Lands concurrent with the Development Approval for that portion or portions of the Lands designated for such use by the Developer, which shall be registered by the Developers in the appropriate Land Title Office in priority to any financial charge or encumbrance charging that portion or portions of the Lands.

- (n) Notwithstanding any other provision of this Land Use Contract, the Developers agree that the Developers shall not be entitled to request Development Approval, and the Municipality shall not be obligated to consider or issue the same, if the granting of any requested Development Approval would prevent the Developers from fulfilling their obligation to designate not less than 500 BU's on the Lands as public BU's in accordance with paragraph (m) above;
- (o) The Municipality agrees with the Developers that, for the purposes of paragraphs (m) and (n) above, the Developers shall be entitled to fulfill their obligations by charging a portion or portions of those lands legally described as Parcel Identifier: 008-182-866, District Lot 4214 except portions in Plans 22442, LMP5945 and LMP8165 (the "Adjacent Lands") to the extent and in the manner provided for in paragraph (m) above, and the application of the restriction contained in paragraph (n) will take into account the BU's available for development on the Adjacent Lands.";
- (c) the last paragraph of section 13 of the LUC is deleted and the following substituted therefor:

"The Municipality further agrees that the said paved highway shall include a two lane bridge along the appropriate section of Lorimer Road over Fitzsimmons Creek, which bridge shall be capable of accommodating vehicular and pedestrian traffic.";
- (d) Schedule "B" is deleted and the Schedule "B" attached hereto is substituted therefor;
- (e) paragraph 2(h) of Schedule "C" is hereby deleted and the following substituted therefor:
  - "(h) skiing facilities including without limitation: administrative and maintenance facilities, ski runs, ski school offices, lift facilities, skier parking, and the Day Skier Service Area defined in Schedule "C-1".";

- (f) the following is added at the end of paragraph (a) in Section I of Schedule "C-1":

"Notwithstanding the foregoing, BSE shall be entitled to exceed the maximum of 3,716 square metres for Day Skier Service Area without the allocation of BU's therefor if unused total floor area of commercial uses exists under Section III(a) hereof, and then on the basis that for each square metre used for Day Skier Service Area in excess of 3,716 square metres the maximum total floor area of commercial uses allowed under Section III(a) hereof shall be reduced by one square metre.";

- (g) paragraph (b) in Section II of Schedule "C-1" is amended by adding the words ", Day Skier Facility" after the word "Hotel" in line two thereof;
- (h) paragraph (d) in Section II of Schedule "C-1" is amended by adding the words ", Day Skier Facility" after the word "Lodge" in lines two and eleven thereof;
- (i) the period is deleted at the end of paragraph (a) in Section III of Schedule "C-1" and the following added thereafter:

", and this maximum shall be reduced by the number of square metres of Day Skier Service Area in excess of the maximum of 3,716 square metres permitted under paragraph (a) in Section I of Schedule C-1 for which BU's are not allocated."; and

- (j) Schedule "N" attached hereto is added as Schedule "N" to the LUC.

2. Except as provided in section 1 hereof, all of the other terms, conditions and covenants of the LUC shall remain unaltered and in full effect.

3. In the case of any conflict between the terms, conditions and covenants of the LUC and this Amendment Agreement, the terms, conditions and covenants of this Amendment Agreement shall prevail.

4. This Amendment Agreement shall enure to the benefit of and be binding upon the legal representatives, successors and assigns of each of the parties hereto.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule "B" - Development Concept Plan  
Schedule "N" - Rental Pool Covenant



**SCHEDULE "N"**

**TERMS OF INSTRUMENT - PART 2**

**Section 215 Covenant  
Rental Pool - Phase II**

THIS Covenant made as of the \_\_\_ day of \_\_\_\_\_, 199\_\_.

**BETWEEN:**

(the "Covenantor")

**OF THE FIRST PART**

**AND:**

RESORT MUNICIPALITY OF WHISTLER, a municipality incorporated under the Resort Municipality of Whistler Act, S.B.C. 1975, c. 67, and having an address at Municipal Hall, 4325 Blackcomb Way, Whistler, British Columbia, VON IB4

(the "Covenantee")

**OF THE SECOND PART**

**WHEREAS:**

**A.** The Covenantor is the registered owner in fee simple of that certain parcel or tract of lands and premises situate, lying and being in the Resort Municipality of Whistler, in the Province of British Columbia, and more particularly known and described as:

Lot  
District Lot  
Plan

(the "Lands");

B. It is of mutual interest to the Covenantor and the Covenantee that certain residential accommodation built on the Lands be occupied and available for occupancy in a manner which will maximize the number of persons able to occupy residential accommodation on all the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 215 of the Land Title Act, and in consideration of the premises and the sum of Ten (\$10.00) Dollars, now paid by the Covenantee to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the Covenantor covenants and agrees with the Covenantee as follows:

1. In this Restrictive Covenant:
  - 1.1 the term "Day" shall mean any period of 24 consecutive hours, commencing at 2:00 p.m. of any day and ending at 2:00 p.m. on the immediately following day;
  - 1.2 the term "Public" shall mean all persons other than the Unit Owner;
  - 1.3 the term "Rental Pool" shall mean a rental pool or rental management facility or arrangement;
  - 1.4 the term "Summer Period" shall mean the period from 2:00 p.m. April 16 to 2:00 p.m. November 15 of each calendar year;
  - 1.5 the term "Unit" shall mean a unit of residential accommodation;
  - 1.6 the term "unit of residential accommodation" shall include any duplex, semi-detached or multiple residential dwelling unit including any townhouse, condominium, apartment or apartment suite, and any bedroom or sleeping room in a hotel, lodge or hostel but shall not include any detached single residential dwellings;
  - 1.7 the term "Unit Owner" shall mean the registered owner of a Unit and the spouse, children and parents of such registered owner and the parents of the registered owner's spouse; and where there is more than one registered owner of a Unit, all the registered owners and their spouses, children, parents and the parents of their spouses shall together constitute the "Unit Owner" for that Unit and, where the registered owner is a corporation or corporations, all directors, officers, shareholders and employees and the spouses, children and parents of each of them shall together with the corporation or corporations constitute the "Unit Owner" for that Unit;

- 1.8 the word "Use" shall include reside, sleep, inhabit, or otherwise occupy;
  - 1.9 the term "Weekly Period" shall mean any period of 7 consecutive Days;
  - 1.10 the term "Winter Period" shall mean the period from 2:00 p.m. on November 15 to 2:00 p.m. on April 16 in each calendar year; and
  - 1.11 the term "registered owner" shall mean the person registered in the register of the Land Title Office as owner in fee simple of the Unit or, where there is a registered agreement for sale of the Unit, the registered holder of the last registered agreement for sale and, in the case of a tenancy, any Tenant whether under a residential tenancy agreement, lease or otherwise;
  - 1.12 the term "Tenant" shall include any person entitled to possession or occupancy of a Unit for a period longer than 56 days in each calendar year.
2. Each and every Unit now or hereafter constructed on the Lands shall be used only in the manner provided in this Covenant and each and every Unit Owner shall use his Unit only in the manner and to the extent permitted by this Covenant.
  3. All Units shall be placed in or listed with a Rental Pool approved by the Covenantee, such approval not to be unreasonably withheld, under which the Units will at all times be made available for rental to the Public, except when as hereinafter provided the Unit Owner may use and occupy the Unit.
  4. Each and every Unit now or hereinafter constructed on the Lands shall be used in the following manner:
    - 4.1 The Rental Pool shall not allow a Unit Owner to use his Unit and no Unit Owner shall use his Unit for more than 56 Days in any calendar year (herein called the "Permitted Annual Allotment"), of which not more than 28 Days shall be in the Winter Period (herein called the "Permitted Winter Allotment") and not more than 28 Days shall be in the Summer Period (herein called the "Permitted Summer Allotment"). Each of the Permitted Winter Allotment and the Permitted Summer Allotment shall consist of not less than 3 Weekly Periods, consecutive or otherwise, and the remaining 7 Days for which a Unit Owner is entitled to use his Unit may consist of 7 Days used consecutively or otherwise, provided that in the event the Unit Owner reserves a Day which commences at 2:00 p.m. on a Friday, he shall also reserve the Day commencing at 2:00 p.m. on the Saturday immediately

following and in the event the Unit Owner reserves a Day which commences at 2:00 p.m. on a Saturday, he shall also reserve the Day which commences at 2:00 p.m. on the immediately preceding Friday. In order to use his Unit the Unit Owner must first reserve his Unit in the manner provided in paragraph 4.2.

- 4.2 The Rental Pool shall require that any Unit Owner wishing to use his Unit must first reserve his Unit by specifying in writing to the Rental Pool at least 10 months prior to the commencement of a Winter Period those dates for which the Unit Owner wishes to use his Unit during that Winter Period, and at least 10 months prior to the commencement of the Summer Period those dates for which the Unit Owner wishes to use his Unit during that Summer Period. In the event the Unit Owner fails to reserve his Unit as provided in this paragraph 4.2, he shall only be entitled to use his Unit in the manner permitted by paragraph 4.6.
- 4.3 In the event the Unit Owner reserves his Unit pursuant to paragraph 4.2 but does not actually use the Unit during the period or periods so reserved, the Unit Owner shall still be deemed to have used the Unit for the period or periods so reserved.
- 4.4 In the event the Unit Holder does not use the full amount of Days permitted to be used by the Unit Owner pursuant to this paragraph 4 in any calendar year, Winter Period or Summer Period, as the case may be, the Unit Owner shall not be entitled to accumulate or otherwise use the unused Days in any future calendar year, Winter Period or Summer Period.
- 4.5 Subject to the use by Unit Owners permitted by this paragraph 4, all Units must be made available at all times for rental to the Public on terms approved by the Covenantee, such approval not to be unreasonably withheld or delayed. The Rental Pool shall be empowered to accept reservations at any time (whether more or less than 10 months prior to the commencement of a Summer Period or Winter Period) from the Public for the use of any Unit for any future Day or Days, other than Canadian statutory holidays, unless the Unit Owner shall prior to the request for a reservation from the Public have already reserved that Day or those Days pursuant to paragraph 4.2. Provided that if a Unit Owner has not reserved a particular Canadian statutory holiday as part of his Permitted Annual Allotment by the last date for reservations permitted by paragraph 4.2, the Rental Pool shall be empowered to thereafter accept reservations from the Public for the use of his Unit on that Canadian statutory holiday.
- 4.6 In addition to the days permitted to the Unit Owner pursuant to paragraph

4.2 and notwithstanding paragraph 4.2, the Rental Pool may entitle a Unit Owner to:

- (a) reserve and use his Unit during the Weekly Period commencing at 2:00 p.m. on the first Sunday following the date of making such reservation, provided the Unit is not reserved for use by any member of the Public during that Weekly Period or any portion thereof; and
- (b) reserve and use his Unit on such other terms and conditions as may from time to time be approved in writing by the Covenantee.

4.7 Any approval or consent required to be given by the Covenantee pursuant to this paragraph 4 may be given by such officer, agent, committee, corporation or person as from time to time may be nominated or appointed in writing by the Covenantee for such purpose.

5. Notwithstanding anything in this Covenant contained, the Covenantee may by resolution of its Council, upon request in writing, release any Unit or portion of the Lands from the restrictions set out in paragraph 4.

6. Nothing contained or implied herein shall prejudice or affect the Covenantee's rights and powers in the exercise of its functions pursuant to the Municipal Act or the Resort Municipality of Whistler Act or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant has not been executed and delivered by the Covenantor.

7. The covenants set forth herein shall charge the Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part of which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise, howsoever.



8. Notwithstanding anything contained herein, neither the Covenantor named herein nor any future owner of the Lands or any portion thereof shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor named herein or any future owner ceases to have any further interest in the Lands.

9. The Covenantor will, after execution hereof by it, at the expense of the Covenantor, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Covenantee or have been granted by the Covenantee.

10. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

11. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.

12. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

13. The Covenantor hereby indemnifies the Covenantee and saves the Covenantee harmless from and against any and all manner of actions, causes of actions, claims, costs, expenses, debts, demands and promises of whatsoever kind or howsoever arising, whether

known or unknown, which the Covenantor now has or at any time hereafter may have, which in any way result or arise from this Covenant.

IN WITNESS WHEREOF the parties have executed this Covenant as of the day and year first above written.

EXECUTION DATE

Officer Signature(s)

Y M D

Party(ies) Signature(s)

\_\_\_\_\_  
Name:

94

\_\_\_\_\_  
by its authorized signatory

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

94

RESORT MUNICIPALITY OF  
WHISTLER by its authorized  
signatories

\_\_\_\_\_  
Name: Ted Nebbeling, Mayor

\_\_\_\_\_  
Name: Brenda Sims, Municipal  
Clerk

OFFICER CERTIFICATION:

You signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C 1979, c. 116 to take affidavits for use in British Columbia and certifies that the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SZ/6823

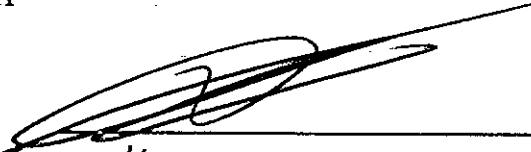
END OF DOCUMENT

FORM 6

CERTIFICATE OF STRATA CORPORATION  
(Section 20(5))

The Owners, Strata Plan No. LMS1252 (a strata corporation) hereby certifies that the owners of the strata lots in the said strata plan by resolution, duly passed, directed this strata corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons other than the owners having registered interests in the land within the said strata plan and all other persons having interests (other than statutory interest) which have been notified to this strata corporation having consented in writing to the execution of the said instrument.

The Common Seal of The Owners, Strata Plan No. LMS1252 was hereunto affixed on the 1st day of JUNE, 1994 in the presence of

  
\_\_\_\_\_  
*Koon Meader*  
\_\_\_\_\_  
Members of Council

**CONSENT AND PRIORITY AGREEMENT**

WHEREAS HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the "Chargeholder") is the holder of the following charges (collectively, the "Charge") registered in the New Westminster/Vancouver Land Title Office against title to the following lands (collectively, the "Lands"), which are described in the attached Land Use Contract Amendment Agreement, under the numbers indicated below:

<u>Nature of Charge</u>	<u>Lands</u>	<u>Instrument No.</u>	
Option to Purchase	Lot 11, DL3866 and 3903, Plan 21500 and Lot 34, DL3866, Plan 22981	BH34816	c/r R113009 + GD100175
Option to Purchase	Lot 1, DL3903, Plan 19506	L33123	R23679
Mortgage	Lot 1, DL3903, Plan 19506	GB73115	R23679 Queen

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached Land Use Contract Amendment Agreement and the Chargeholder hereby agrees that the Land Use Contract Amendment Agreement shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferees described above in item 6 of Part 1 of the Form C above priority for the Land Use Contract Amendment Agreement over the Chargeholder's right, title and interest in and to the Land and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Land Use Contract Amendment Agreement as if the Land Use Contract Amendment Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form D above on the date set out therein.

**CONSENT AND PRIORITY AGREEMENT**

WHEREAS ROYAL BANK OF CANADA (the "Chargeholder") is the holder of the following charges (collectively, the "Charge") registered in the New Westminster/Vancouver Land Title Office against title to the following lands (collectively, the "Lands"), which are described in the attached Land Use Contract Amendment Agreement, under the numbers indicated below:

<u>Nature of Charge</u>	<u>Lands</u>	<u>Instrument No.</u>
Mortgage	Lot 1, DL3903, Plan 19506	BE301659, modified by BF226693 and extended by BG274617
Mortgage and Assignment of Rents	Lot 11, DL3866 and 3903, Plan 21500 and Lot 34, DL3866, Plan 22981	BG274617 and BG274618
Mortgage and Assignment of Rents	018-279-473 Lot 39, Except Firstly: Phase 1 Strata Plan LMS1252, DL 3866, NWD Plan LMP10450 018-634-630 Strata Lot 1, DL 3866, Strata Plan LMS1252 018-634-648 Strata Lot 2, DL 3866, Strata Plan LMS1252 018-634-656 Strata Lot 3, DL 3866, Strata Plan LMS1252 018-634-664 Strata Lot 4, DL 3866, Strata Plan LMS1252 018-634-672 Strata Lot 5, DL 3866, Strata Plan LMS1252 018-634-681 Strata Lot 6, DL 3866, Strata Plan LMS1252 018-634-699 Strata Lot 7, DL 3866, Strata Plan LMS1252 018-634-702 Strata Lot 8, DL 3866, Strata Plan LMS1252 018-634-711 Strata Lot 9, DL 3866, Strata Plan LMS1252 018-634-729 Strata Lot 10, DL 3866, Strata Plan LMS1252 018-634-737 Strata Lot 11, DL 3866, Strata Plan LMS1252 018-634-745 Strata Lot 12, DL 3866, Strata Plan LMS1252 018-634-753 Strata Lot 13, DL 3866, Strata Plan LMS1252 018-634-761 Strata Lot 14, DL 3866, Strata Plan LMS1252 018-634-770 Strata Lot 15, DL 3866, Strata Plan LMS1252 018-634-788 Strata Lot 16, DL 3866, Strata Plan LMS1252 018-634-796 Strata Lot 17, DL 3866, Strata Plan LMS1252 018-634-800 Strata Lot 18, DL 3866, Strata Plan LMS1252 018-634-818 Strata Lot 19, DL 3866, Strata Plan LMS1252 018-634-826 Strata Lot 20, DL 3866, Strata Plan LMS1252 018-634-834 Strata Lot 21, DL 3866, Strata Plan LMS1252 018-634-851 Strata Lot 22, DL 3866, Strata Plan LMS1252 018-634-877 Strata Lot 23, DL 3866, Strata Plan LMS1252 018-634-893 Strata Lot 24, DL 3866, Strata Plan LMS1252 018-634-923 Strata Lot 25, DL 3866, Strata Plan LMS1252 018-634-940 Strata Lot 26, DL 3866, Strata Plan LMS1252 018-634-966 Strata Lot 27, DL 3866, Strata Plan LMS1252 018-634-974 Strata Lot 28, DL 3866, Strata Plan LMS1252 018-634-982 Strata Lot 29, DL 3866, Strata Plan LMS1252	B4 98773

P. 226693  
 2009  
 100177

<u>Nature of Charge</u>	<u>Lands</u>	<u>Instrument No.</u>
Mortgage	018-644-767 Strata Lot 41, DL 3866, Strata Plan LMS1252	BG182338
	018-644-791 Strata Lot 42, DL 3866, Strata Plan LMS1252	
	018-644-805 Strata Lot 43, DL 3866, Strata Plan LMS1252	
	018-644-830 Strata Lot 44, DL 3866, Strata Plan LMS1252	
	018-644-856 Strata Lot 45, DL 3866, Strata Plan LMS1252	
	018-644-864 Strata Lot 46, DL 3866, Strata Plan LMS1252	
	018-644-881 Strata Lot 47, DL 3866, Strata Plan LMS1252	
	018-644-902 Strata Lot 48, DL 3866, Strata Plan LMS1252	
	018-644-929 Strata Lot 49, DL 3866, Strata Plan LMS1252	
	018-644-945 Strata Lot 50, DL 3866, Strata Plan LMS1252	
	018-644-953 Strata Lot 51, DL 3866, Strata Plan LMS1252	
Option to Purchase	DL3866, except portions in Plans 19506, 21332, 21500, 21501, 21578, 21816, 21844, 21845, 21892, 22981 and LMP10450 ("DL3866")/and DL3903 except portions in (1) Plans 19506, 20511, 21332, 21364, 21391, 21497, 21500, 21501, 21573, 21585, 21816, 21892, 21910, 21960, 22328, 22329, 22330, 22442, 22749, LMP54, LMP3696, LMP6007, LMP8165 and LMP12506 (2) Reference Plan 19117 ("DL3903")	✓ R20673, as modified and extended by ✓ GB77465 <i>Pl 19506, 21332, 21500, 21501, 21578, 21816, 21844, 21845, 21892, 22981, 19 29 2021</i>
Right of First Refusal	DL3866 and DL3903	✓ R20674, as modified and extended by ✓ GB77466 <i>Pl 19506, 21332, 21500, 21501, 21578, 21816, 21844, 21845, 21892, 22981, 19 29 2021</i>
Profit a Prendre	DL3866 and DL3903	✓ H95618 (See G2518), as modified and extended by ✓ GB77467 <i>Pl 19506, 21332, 21500, 21501, 21578, 21816, 21844, 21845, 21892, 22981, 19 29 2021</i>

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached Land Use Contract Amendment Agreement and the Chargeholder hereby agrees that the Land Use Contract Amendment Agreement shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferees described above in item 6 of Part 1 of the Form C above priority for the Land Use Contract Amendment Agreement over the Chargeholder's right, title and interest in and to the Land and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Land Use Contract Amendment Agreement as if the Land Use Contract Amendment Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by signing on the Form D above on the date set out therein.

END OF DOCUMENT

BH 231897

Application BH 231898

**LAND TITLE ACT**  
(NOTICE DECLINING TO REGISTER)

Land Title Office, New Westminster, B.C.

Date July 21 1994

IN THE MATTER of the above application to register \_\_\_\_\_

a modification of Land Use Contract and Priority agreement

PID NO(s) multiple - 58 lots

Sir/Madam:

TAKE NOTICE that I refuse to proceed with the above application. My reason for such refusal and my requirements are as follows:

Charges B6182338 and B6218027 + B6218028 are  
no longer registered on lots 46-50 Plan LMS 1252  
therefore the instrument must be amended on pages  
10, 11, 30 + 32 as to priority agreements

I REQUIRE A LETTER OF (COMPLETE) WITHDRAWAL (FOR CORRECTION PURPOSES).  
PLEASE ENSURE THAT ALL AMENDMENTS TO THE DOCUMENT ARE INITIALED BY THE PARTIES.  
THIS NOTICE (MAY) AFFECT(S) THE FOLLOWING APPLICATIONS \_\_\_\_\_

AND FURTHER TAKE NOTICE that under the provisions of Section 298 of the Land Title Act, this notice is deemed to have been received by you within ten days from the date of mailing, which is the same as the date hereof; and that unless you comply with the provisions of Sections 288 and 289 of this Act, this application shall be deemed to be cancelled and void.

FEE FOR THIS NOTICE; \$10  
FEE IF APPLICATION CANCELLED; \$10 PER APPLICATION

L.J. O'SHEA, REGISTRAR  
Per Defects Dept. / SH

TO: Lidstone, Young Anderson  
1616-808 Nelson Street  
Vancouver, B.C.  
V6Z 2H2

NOTICE EXPIRES Aug 23, 1994  
TD

**LIDSTONE, YOUNG, ANDERSON**  
BARRISTERS & SOLICITORS

1616 - 808 Nelson Street  
Box 12147, Nelson Square  
Vancouver, B.C. V6Z 2H2

Telephone: (604) 689-7400  
Toll Free : 1-800-665-3540  
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**VIA FACSIMILE**

July 27, 1994

Ms. Linda O'Shea  
Registrar of Titles  
Vancouver/New Westminister Land Title Office  
88 - 6th Street  
New Westminister, B.C.  
V3L 5B3

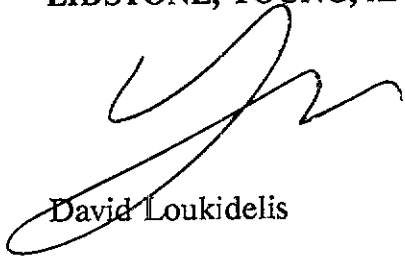
Dear Ms. O'Shea:

**Whistler - Blackcomb Phase 5**  
**Our File No. 9-591**

Further to your July 21, 1994 section 288 notice regarding applications BH231897 and BH231898, a copy of which is enclosed, kindly accept this letter as a request for withdrawal of the documents so described, for correction purposes.

*Please deliver to our agents - West Coast Title.*  
Yours very truly,

**LIDSTONE, YOUNG, ANDERSON**



David Loukidelis

DEL/ab  
Enclosure

cc: Mr. John Doolan  
McCarthy Tetrault