

LAND TITLE ACT
FORM C

-7 NOV 2005 14 27

KX160030

(Section 233(1))

Province of British Columbia

GENERAL INSTRUMENT - PART 1(This area for Land Title Office use)

PAGE 1 of 3 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

MORELLI CHERTKOW, Barristers and Solicitors
300 - 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File Ref. No: 18424170
LTO Client No. 10337

Authorized Agent

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

(PID) (LEGAL DESCRIPTION)
No PID Lots 36-40, 46-55 and 56-58, District Lot 530 KDYD
Plan KAP 79399

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

Priority Agreement granting Section 219 Covenant Part on Plan KAP 79519
ENTIRE DOCUMENT TRANSFEREE

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

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

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

5. TRANSFEROR(S):* NICOLA LAKESHORE ESTATES INC, #106-1121 McFarlane Way, Merritt, BC V1K 1B9

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))* ~~MINISTRY OF TOURISM, SPORT AND THE ARTS, ARCHAEOLOGY BRANCH~~, Box 9375, Station Provincial Government, Victoria, BC, V8W 9M5

THE CROWN IN RIGHT OF BRITISH COLUMBIA C/O MINISTRY OF TOURISM, SPORT AND THE ARTS

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
2005	09	16

NICOLA LAKESHORE ESTATES INC. by its authorized signatory(ies)

Print Name: Frank Rizzardo

(As to all signatures)
SCOTT HUYGHEBAERT
Barrister & Solicitor
300 - 180 Seymour St.

Print Name:

OFFICER OF THE EVIDENCE ACT

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

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

BRITISH COLUMBIA
10330

SECTION 219 COVENANT

TERMS OF INSTRUMENT – Part 2

- A. The Land contains archaeological sites and other unrecorded archaeological sites protected under the provisions of the *Heritage Conservation Act*.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1. In this Part

“Land” means the land described in item 2 of Part 1 of this General Instrument.

2. The Transferor covenants with the Transferee that it will not

- (a) deposit on that part of the Land shown as Covenant Area on a Reference Plan of Covenant dated the 8th. day of August, 2005 prepared by John Graham, BCLS and registered under number KAP 79519 (the “Covenant Area”), or any part of it, any earth, fill or other material for the purpose of filing in or raising the level of the Covenant Area;
- (b) remove, destroy, damage or disturb any object of archaeological significance on the Covenant Area;
- (c) remove or displace any soil or breach material from the Covenant Area; or
- (d) construct, erect or place any building, modular home, mobile home or unit, improvement or structure on the Covenant Area;

or permit any of the foregoing to be done without the prior written consent of the Transferee, which may withheld at the absolute discretion of the transferee.

3. The Transferor acknowledges and agrees with the Transferee that in order for the Transferee to provide its consent to the Transferor to undertake any of the activities set out in section 2, it may, among other things, require the Transferor to carry out appraisals, inspections, inventories, surveys, studies, analyses and other investigations of the Covenant Area and the potential environmental and archaeological impact of any such activity on the Covenant Area and the Transferor will carry out all such appraisals, inspections, inventories, surveys, studies, analyses and other investigations at its expense.

4. The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of the covenants set out in section 3.
5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision or the Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision or this Agreement.
6. The Agreement extends to, its binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
8. This Agreement will be interpreted according to the laws of the Province of British Columbia.
9. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
10. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
11. This Agreement will be registered as a charge against the Covenant Area pursuant to section 219 of the *Land Title Act*.

END OF DOCUMENT

LAND TITLE ACT

FORM 11 (a)

(Section 99 (1) (e), (j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)

I, Debra Bartel, Land Title Agent, of 202-239 Victoria Street, Kamloops, B.C., V2C 2A1,
the authorized agent for:

THE CROWN IN RIGHT OF BRITISH COLUMBIA C/O MINISTRY OF TOURISM,
SPORT AND THE ARTS, Archaeology Branch, Box 9375, Station Provincial
Government, Victoria, BC, V8W 9M5

the owner(s) of a registered charge apply to deposit a reference/explanatory plan of:

Part of Lots 36 to 40 and 46 to 58 Plan KAP79399

ASSIGNED PLAN NO.

KAP. 79519

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u).
3. Fees of \$ Nil

Dated the 20 day of October, 2005.



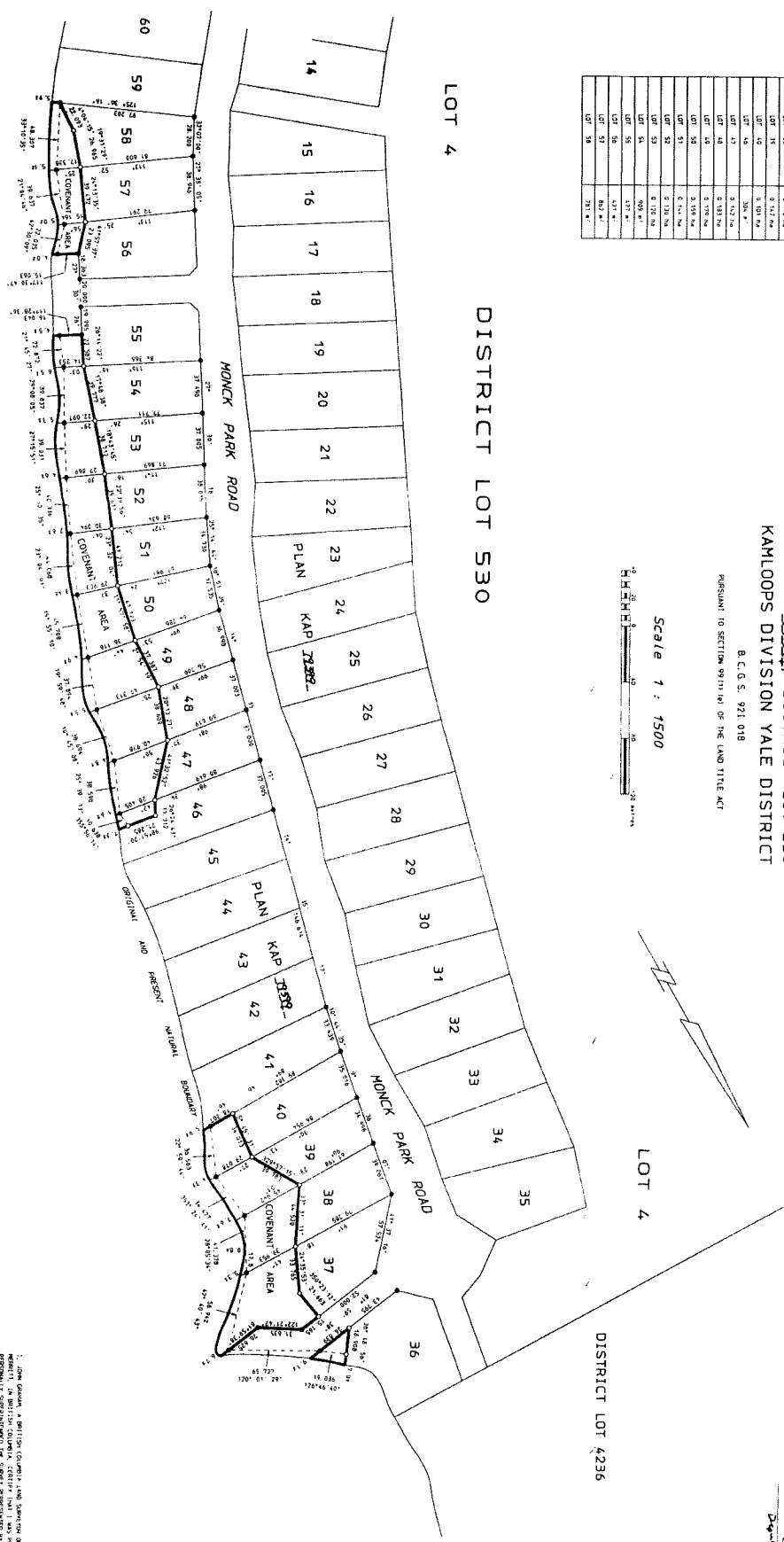
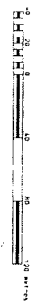
SIGNATURE

Client File: 18424170 Nicola Lakeshore

DESCRIPTION	AREA
LOT 36	18.74
LOT 37	0.273
LOT 38	0.272
LOT 39	0.127
LOT 40	0.101
LOT 41	0.101
LOT 42	0.101
LOT 43	0.101
LOT 44	0.101
LOT 45	0.101
LOT 46	0.101
LOT 47	0.101
LOT 48	0.101
LOT 49	0.101
LOT 50	0.101
LOT 51	0.101
LOT 52	0.101
LOT 53	0.101
LOT 54	0.101
LOT 55	0.101
LOT 56	0.101
LOT 57	0.101
LOT 58	0.101

REFERENCE PLAN OF COVENANT
 OF PART OF LOTS 36 TO 40 AND 46 TO 58
 PLAN KAP 79392 DISTRICT LOT 530
 KAMLOOPS DIVISION YALE DISTRICT
 B.C.S. 921 018
 PURSUANT TO SECTION 9(1)(1) OF THE LAND TITLE ACT

Scale 1 : 1500



NICOLA LAKE

LEGEND
 SHADING AND STIPPLED PATTERNS ARE USED TO INDICATE
 DISTANCES ARE IN METERS
 STIPPLED PATTERNS FOR ROAD
 STIPPLED PATTERNS FOR COVENANT AREA
 STIPPLED PATTERNS FOR LOT 4
 STIPPLED PATTERNS FOR LOT 530
 STIPPLED PATTERNS FOR LOT 4236
 THIS PLAN IS IN ACCORDANCE WITH THE YALE DISTRICT

[Signature]

GERMAN & ASSOCIATES
 505 1790 BURNHAMTHORPE RD. #100
 KAMLOOPS B.C. V2C 2G8
 TEL: 250.860.7777

PLAN KAP 79519
 DISTRICT LOT 530
 KAMLOOPS DIVISION YALE DISTRICT
 B.C.S. 921 018
 PURSUANT TO SECTION 9(1)(1) OF THE LAND TITLE ACT
 S. Linder
 Daryl Webster
 J. B. [Signature]