

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**ORDER NUMBER: 56450283**

**ADVISORY**

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Re: Restrictive Covenant (Shopping Centre)

**FORM 26  
LAND TITLES ACT  
(Section 130)**

**CAVEAT FORBIDDING REGISTRATION**

RESC

TAKE NOTICE that CANADA SAFEWAY LIMITED ("Safeway"), of the City of Calgary, in the Province of Alberta, the caveator, claims an interest in the lands described as follows under and by virtue of that certain Restrictive Covenant Agreement made effective as of the 30<sup>th</sup> day of December, 2008 (the "Restrictive Covenant Agreement") between Safeway and THREE M INVESTMENTS (ALBERTA) INC., a true copy of which Restrictive Covenant Agreement is annexed hereto, ✓

ALL as more particularly described in the Restrictive Covenant Agreement and SUBJECT to the terms, conditions, covenants and provisos contained in the Restrictive Covenant Agreement and for the consideration therein set forth; ✓

IN THE FOLLOWING LANDS:

FIRSTLY:

PLAN 1800NY ✓  
BLOCK 30  
LOT 48  
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

PLAN 1800NY ✓  
BLOCK (30)  
ALL THAT PORTION OF THE EAST WEST LANE, WHICH LIES SOUTH OF THE PRODUCTION WESTERLY OF THE SOUTH BOUNDARY OF THE SAID LANE WHICH HAS A BEARING OF NORTH EIGHTY NINE (89) DEGREES, FIFTY FIVE (55) MINUTES AND FORTY (40) SECONDS EAST. ✓  
EXCEPTING THEREOUT ALL MINES AND MINERALS ✓

standing in the register in the name of THREE M INVESTMENTS (ALBERTA) INC., and Safeway forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to Safeway's claim.

Safeway designates the following address as the place at which notices and proceedings relating hereto may be served: Canada Safeway Limited, 1020-64<sup>th</sup> Ave NE, Calgary, AB T2E 7V8, Attention: Real Estate Department. ✓

IN WITNESS WHEREOF the caveator has subscribed its name this 23 day of December, 2008.

CANADA SAFEWAY LIMITED  
by its duly authorized agent,  
PARLEE McLAWS LLP  
Barristers and Solicitors

Per: Robert G. Kiddine ✓  
Robert G. Kiddine

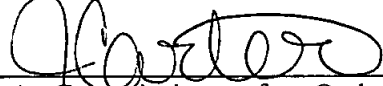
**FORM 27  
LAND TITLES ACT  
(Section 131)**

**AFFIDAVIT IN SUPPORT OF CAVEAT**

I, ROBERT G. KIDDINE, of the City of Calgary, Barrister and Solicitor, MAKE OATH AND SAY:

- 1. I am the agent for the Caveator.
- 2. I believe that the Caveator has a good and valid claim on the land, and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN BEFORE ME at the City of Calgary, )  
in the Province of Alberta, this 23 day of )  
December, 2008. )

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )

  
\_\_\_\_\_  
ROBERT G. KIDDINE

Jodi Carter  
June 26, 2011

## Restrictive Covenant

This restrictive covenant is made effective as of the 30<sup>th</sup> day of December, 2008,

BETWEEN:

THREE M INVESTMENTS (ALBERTA) INC.,  
having an office at Calgary, Alberta  
(the "Grantor")

- and -

CANADA SAFEWAY LIMITED,  
having an office at Calgary, Alberta  
(the "Grantee")

WHEREAS:

A. The Grantor is entitled to become the owner of certain lands and premises situated in Edmonton, Alberta, legally described in Schedule "A" hereto (the aforesaid lands and premises are hereinafter called the "Servient Tenement").

B. The Grantee is the owner and/or holder of freehold and/or leasehold estates in certain lands and premises and interests, as more particularly described in Schedule "B" annexed hereto, situate near the Servient Tenement in Edmonton, Alberta, (the aforesaid freehold and/or leasehold interests are hereinafter collectively called the "Dominant Tenements").

C. The restrictive covenants herein touch and concern the Dominant Tenements and touch and concern the Grantee's interest therein.

D. It is desirable that the burden of the restrictive covenants herein extend and be annexed to, run with and bind the Servient Tenement and each and every part thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration for payment of \$1.00 by the Grantee to the Grantor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantor), the Grantor for itself and for all of its successors and assigns including, without limitation, its successors in title to the Servient Tenement, covenants and agrees with the Grantee as follows:

1. The Grantor hereby annexes to the Servient Tenement the following conditions and restrictions as burdens to run with the Servient Tenement for the benefit of the Dominant Tenements:
  - (a) At no time during the Prohibited Period shall all or any portion of the Servient Tenement or all or any portion of any existing or future building or other

improvements situate upon the Servient Tenement, be used or be permitted to be used, in whole or in part for the purposes of (i) the sale of food for off premises consumption including, without limitation, the sale of produce, baked goods (excluding baked goods which are not baked on the Servient Tenement), meats, deli items, dairy products and seafood, or (ii) motor vehicle parking in relation to any of the prohibited uses described in clause (i) of this Section 1(a); provided however, that the foregoing shall not restrict or prohibit:

- (A) one, but not more than one, drug store business such as Shoppers Drug Mart or Rexall Drugs from selling food from a portion of its premises on the Servient Tenement, not in excess of 4,000 square feet (including in such 4,000 square foot area calculation, the display area of such food and the area of all aisle space adjacent thereto), provided that the primary business remains that of a drug store,
  - (B) either one, but not more than one, bakery (baking goods on premises) from carrying on business on the Servient Tenement from premises not in excess of 2,000 square feet, or one, but not more than one, restaurant business containing a bakery component (baking goods on premises) from carrying on business on the Servient Tenement from premises not in excess of 3,800 square feet (including in such 3,800 square foot area calculation, the combined area used for such restaurant component and bakery component),
  - (C) in addition to the restaurant business with bakery component described in clause (B) of this Section 1(a), restaurant businesses (fast food or sit down) from selling prepared foods for on-premises or off-premises consumption, from carrying on business on the Servient Tenement, or
  - (D) motor vehicle parking on the Servient Tenement in relation to any of the uses specifically permitted pursuant to clauses (A), (B) and (C) of this Section 1(a).
- (b) At no time during the Prohibited Period shall the Grantor, without the prior written consent of the Grantee, which consent may be unreasonably or arbitrarily withheld, agree to or permit any termination, relaxation, amendment or waiver to or of the use restrictions set forth in paragraph 7 of that certain grant of easements with covenants and restrictions affecting land agreement (the "ECR Agreement") made between the Grantee and Alldritt Construction Co. Ltd. as owner of the lands now legally described as Plan 2923RS, Block 30, Lot 49B (the "Alldritt Lands") and certain lands adjacent to the Alldritt Lands now being legally described as Plan 2923RS Block 30, Lot 50B (the "Boardwalk Lands"), a caveat in respect of such ECR Agreement having been registered by the Grantee against title to the Alldritt Lands and Boardwalk Lands on January 9, 1989 as Instrument No. 892 004 951 (the "Caveat"). Furthermore, subject to Section 1(c), at no time during the Prohibited Period shall the Grantor, without the prior written consent of the Grantee, which consent may be unreasonably or arbitrarily withheld, agree

to or permit the Caveat to be discharged from title to the Alldritt Lands or Boardwalk Lands. The Grantor shall, upon each request of the Grantee made during the Prohibited Period and at the sole cost and expense of the Grantee, take whatever steps and actions the Grantee may require the Grantor to take and exercise any rights and remedies that may be available to enforce the aforesaid use restrictions set forth in paragraph 7 of the ECR Agreement, including, without limitation, seeking injunctive relief. If required by the Grantee, the Grantor shall assign and transfer unto the Grantee, the right, at the sole cost and expense of the Grantee, to take whatever steps and actions the Grantee may desire and to exercise any rights and remedies that may be available to enforce the aforesaid use restrictions set forth in paragraph 7 of the ECR Agreement, including, without limitation, seeking injunctive relief.

- (c) If at any time the Servient Tenement and the Alldritt Lands, or the Servient Tenement, the Alldritt Lands and the Boardwalk Lands shall, as the same may be changed from time to time by subdivision, consolidation or otherwise, be legally and beneficially owned by the same person or entity (the "Common Owner"), the Grantee shall permit the Caveat to be discharged from the Alldritt Lands and the Boardwalk Lands (if the Boardwalk Lands are so acquired by the Common Owner), as the same may be changed from time to time by subdivision, consolidation or otherwise; provided that the Common Owner shall, forthwith upon becoming such registered and beneficial owner (i) notify the Grantee in writing (at the Grantee's address shown on each of the certificates of title for the Dominant Tenements) of the acquisition of such legal and beneficial ownership, (ii) execute and deliver to and in favour of the Grantee a new restrictive covenant in the same form and content as the restrictive covenant annexed hereto as Exhibit "1" (the "New Restrictive Covenant") with the blanks/bullets therein duly completed to the satisfaction of the Grantee, acting reasonably, and (iii) deliver to the Grantee, registrable postponements executed by each holder of mortgages and other financial charges and liens which would be registered against title to the Servient Tenement, the Alldritt Lands and/ or the Boardwalk Lands (as the same may be changed from time to time by subdivision, consolidation or otherwise) in priority to any caveat or other instrument that the Grantee may register in respect of the New Restrictive Covenant, such that the Grantee's caveat or other instrument in respect of the New Restrictive Covenant will have priority over such mortgages and other financial charges and liens.
  - (d) "Prohibited Period" means that period of time commencing on January 31, 2009 and ending on the date upon which the Grantee agrees in writing with the Grantor to remove the restrictions and prohibitions herein from the Servient Tenement.
  - (e) The restrictions imposed during the Prohibited Period pursuant to this Section 1 are reasonable and enforceable by the Grantee with respect to their ambit and duration.
2. (a) The burden of these presents and restrictions shall pass with and extend and be annexed to, and run with and bind the Servient Tenement and every part thereof

and shall also bind the Grantor and all successors, assigns, lessees and licensees of the Grantor and successors in title to all or any portion of the Servient Tenement, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Servient Tenement or of all or any portion of any existing or future building or buildings situate upon the Servient Tenement or any part thereof.

- (b) These presents and restrictions shall pass with, extend to, run with, and benefit the Dominant Tenements, and shall also extend to and be enforceable by, the Grantee, and its successors and assigns who have acquired all or any portion of the Grantee's interest in the Dominant Tenements so as to enure to each and every successor and assign of the Grantee deriving all or any portion of the Grantee's interest in the Dominant Tenements under or through the Grantee.
3. The Grantor acknowledges, agrees and understands that, without prejudice to any and all remedies available to the Grantee, an injunction is the most effective remedy for any breach of the Grantor's covenants under this Agreement and that the Grantee would suffer irreparable harm and injury in the event of any such breach. Accordingly, the Grantor hereby agrees that the Grantee may apply for and is entitled to injunctive relief, including an interim or interlocutory injunction, in any court of competent jurisdiction to enforce any of the provisions in this Agreement upon the breach or threatened breach thereof. The Grantor further agrees that the Grantee may apply for and is entitled to injunctive relief without having to prove damages.
  4. Waiver by the Grantee of any one act of default does not waive any other or subsequent act of default. If the Grantee retains counsel in endeavouring to enforce this agreement, and the Grantee is successful in any court application or action and it is determined by a judge that the Grantee is entitled to costs, the Grantee shall be entitled to recover, in addition to any other relief which may be available to it, its related expenses and legal fees on a solicitor and its own client basis.
  5. At no time shall the Grantor take any steps or actions or refrain from taking any steps or actions, including, without limitation, provision or non provision of consents or approvals to tenants or occupants of the Servient Tenement, which in any manner or fashion whatsoever would or could adversely affect or lessen the restrictions set forth herein.
  6. In the event that the Grantor, prior to the expiration of the Prohibited Period, shall assign, sell, convey, lease, license or otherwise transfer in whole or in part the Grantor's interest in the Servient Tenement, it shall, prior to doing so, cause the assignee, purchaser, lessee, licensee or transferee, as the case may be, of such interest to execute and deliver to the Grantee, a written agreement with the Grantee, in form and content satisfactory to the Grantee, acting reasonably, pursuant to which the transferee, assignee, purchaser, lessee, licensee or transferee, as the case may be, assumes all of the Grantor's rights and obligations under this Agreement. Provided that the Grantor shall not be in breach of this Agreement at the time of any transfer, in whole or in part, of the Grantor's interest in the Servient Tenement and further provided that the Grantor shall have obtained and delivered to the Grantee, the aforesaid written agreement from the transferee of the

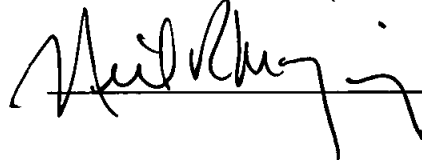
Grantor's interest, the Grantor shall be released of any further obligations under this Agreement arising from and after the date of such transfer in respect of the whole or, as the case may be, part of the Grantor's interest in the Servient Tenement so being transferred.

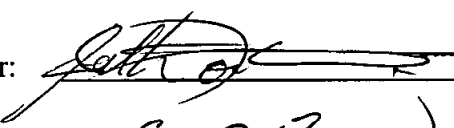

- 7. The lands and premises and interests described in each of paragraphs B.1 through B.4, inclusive, in Schedule "B" attached hereto produces a separate and distinct Dominant Tenement for the purposes of this agreement, so that if any one or more of such lands and premises and interests (being less than all of them) are determined not to constitute a dominant tenement or dominant tenements in respect of the Servient Tenement for any reason whatsoever, including, without limitation, by reason that the Dominant Tenements or any one or more of them, do not benefit from the restrictions herein or by reason that the restrictions herein do not touch and concern one or more of the Dominant Tenements in a manner and fashion necessary at law, then such determination shall not affect or impair the validity of the remaining lands and interests described in Schedule "B" attached hereto from so constituting a dominant tenement or dominant tenements in respect of the Servient Tenement.
- 8. Any term, covenant, condition, restriction or provision of this agreement which is, or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom, be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, covenants, conditions and provisions hereof.
- 9. The Grantee shall be entitled to register this restrictive covenant against title to the Servient Tenement forthwith upon execution and delivery of this agreement by the Grantor.
- 10. Delivery of an executed copy or counterpart of this agreement by fax by either or both of the parties hereto, constitutes valid delivery and the parties agree that if delivery is effected in such a manner, each will follow up such faxed delivery with fully executed originals of this agreement, however, delivery shall be considered as having been effected at the time of receipt of the fax by the party to whom it was so delivered.

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

THREE M INVESTMENTS (ALBERTA) INC.

CANADA SAFEWAY LIMITED

Per:  \_\_\_\_\_  
 Per: \_\_\_\_\_

Per:  \_\_\_\_\_  
 Per:  \_\_\_\_\_

**THIS IS SCHEDULE "A" TO THE RESTRICTIVE COVENANT MADE EFFECTIVE AS OF THE 30TH DAY OF DECEMBER, 2008 BETWEEN THREE M INVESTMENTS (ALBERTA) INC., AS GRANTOR AND CANADA SAFEWAY LIMITED, AS GRANTEE**

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For the purposes of the Restrictive Covenant to which this Schedule "A" is annexed, the Servient Tenement comprises the following lands:

**FIRSTLY:**

PLAN 1800NY  
BLOCK 30  
LOT 48  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SECONDLY:**

PLAN 1800NY  
BLOCK (30)  
ALL THAT PORTION OF THE EAST WEST LANE, WHICH LIES SOUTH OF THE PRODUCTION WESTERLY OF THE SOUTH BOUNDARY OF THE SAID LANE WHICH HAS A BEARING OF NORTH EIGHTY NINE (89) DEGREES, FIFTY FIVE (55) MINUTES AND FORTY (40) SECONDS EAST.  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**THIS IS SCHEDULE "B" TO THE RESTRICTIVE COVENANT MADE EFFECTIVE AS OF THE 30TH DAY OF DECEMBER, 2008 BETWEEN THREE M INVESTMENTS (ALBERTA) INC., AS GRANTOR AND CANADA SAFEWAY LIMITED, AS GRANTEE**

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For the purposes of the Restrictive Covenant to which this Schedule "B" is annexed, the Dominant Tenements comprise the following lands:

**B.1 Canada Safeway Limited Store No. 2278**  
Fee Simple interest in the following lands:

Plan 0022923  
Block 32  
Lot 4A  
Excepting thereout all mines and minerals

**B.2 Canada Safeway Limited Store No. 848**  
Fee Simple interest in the following lands:

Plan 0526142  
Block 143  
Lot 36  
Excepting thereout all mines and minerals

**B.3 Canada Safeway Limited Store No. 877**  
Leasehold interest in the following lands:

Plan 0725320  
Block D  
Lot 4A  
Excepting thereout all mines and minerals

Plan 8922780  
Block D  
Lot 12  
Excepting thereout all mines and minerals

Plan 8922780  
Block D  
Lot 5  
Excepting thereout all mines and minerals

**B.4 Canada Safeway Limited Store No. 802**  
Leasehold interest in the following lands:

Plan 9023003  
Block 101  
Lot 35  
Containing 4.72 Hectares (11.66 Acres) more or less  
Excepting thereout:

A) Plan 9420407 Subdivision 0.274 Hectares,  
(0.68 Acres) more or less  
Excepting thereout all mines and minerals

Plan 9824766  
Block 101  
Lot 39  
Containing 1.06 Hectares (2.62 Acres) more or less  
Excepting thereout  
A) Plan 9925162 Subdivision 0.199 Hectares,  
(0.49 Acres) more or less  
Excepting thereout all mines and minerals

Plan 9824766  
Block 101  
Lot 40  
Excepting thereout all mines and minerals

**THIS IS EXHIBIT "1" TO THE RESTRICTIVE COVENANT MADE EFFECTIVE AS OF THE 30TH DAY OF DECEMBER, 2008 BETWEEN THREE M INVESTMENTS (ALBERTA) INC., AS GRANTOR AND CANADA SAFEWAY LIMITED, AS GRANTEE**

---

**Restrictive Covenant**

This restrictive covenant is made effective as of the • day of •, 20••,

BETWEEN:

•,  
having an office at Calgary, Alberta  
(the "Grantor")

- and -

CANADA SAFEWAY LIMITED,  
having an office at Calgary, Alberta  
(the "Grantee")

WHEREAS:

A. The Grantor is entitled to become the owner of certain lands and premises situated in Edmonton, Alberta, legally described in Schedule "1" hereto (the aforesaid lands and premises are hereinafter called the "Servient Tenements").

B. The Grantee is the owner and/or holder of freehold and/or leasehold estates in certain lands and premises and interests, as more particularly described in Schedule "2" annexed hereto, situate near the Servient Tenements in Edmonton, Alberta, (the aforesaid freehold and/or leasehold interests are hereinafter collectively called the "Dominant Tenements").

C. The restrictive covenants herein touch and concern the Dominant Tenements and touch and concern the Grantee's interest therein.

D. It is desirable that the burden of the restrictive covenants herein extend and be annexed to, run with and bind the Servient Tenements and each and every part thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration for payment of \$1.00 by the Grantee to the Grantor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantor), the Grantor for itself and for all of its successors and assigns including, without limitation, its successors in title to the Servient Tenements, covenants and agrees with the Grantee as follows:

1. The Grantor hereby annexes to the Servient Tenements the following conditions and restrictions as burdens to run with the Servient Tenements for the benefit of the Dominant Tenements:
  - (a) At no time during the Prohibited Period shall all or any portion of the Servient Tenements or all or any portion of any existing or future building or other improvements situate upon the Servient Tenements, be used or be permitted to be used, in whole or in part for the purposes of (i) the sale of food for off premises consumption including, without limitation, the sale of produce, baked goods (excluding baked goods which are not baked on the Servient Tenements), meats, deli items, dairy products and seafood, or (ii) motor vehicle parking in relation to any of the prohibited uses described in clause (i) of this Section 1(a); provided however, that the foregoing shall not restrict or prohibit:
    - (A) one, but not more than one, drug store business such as Shoppers Drug Mart or Rexall Drugs from selling food from a portion of its premises on the Servient Tenements, not in excess of 4,000 square feet (including in such 4,000 square foot area calculation, the display area of such food and the area of all aisle space adjacent thereto), ), provided that the primary business remains that of a drug store,
    - (B) either one, but not more than one, bakery (baking goods on premises) from carrying on business on the Servient Tenements from premises not in excess of 2,000 square feet, or one, but not more than one, restaurant business containing a bakery component (baking goods on premises) from carrying on business on the Servient Tenements from premises not in excess of 3,800 square feet (including in such 3,800 square foot area calculation, the combined area used for such restaurant component and bakery component),
    - (C) in addition to the restaurant business with bakery component described in clause (B) of this Section 1(a), restaurant businesses (fast food or sit down) from selling prepared foods for on-premises or off-premises consumption, from carrying on business on the Servient Tenements, or
    - (D) motor vehicle parking on the Servient Tenements in relation to any of the uses specifically permitted pursuant to clauses (A), (B) and (C) of this Section 1(a).
  - (b) "Prohibited Period" means that period of time commencing on the date of this Agreement and ending on the date upon which the Grantee agrees in writing with the Grantor to remove the restrictions and prohibitions herein from the Servient Tenements.
  - (c) The restrictions imposed during the Prohibited Period pursuant to this Section 1 are reasonable and enforceable by the Grantee with respect to their ambit and duration.

2. (a) The burden of these presents and restrictions shall pass with and extend and be annexed to, and run with and bind the Servient Tenements and every part thereof and shall also bind the Grantor and all successors, assigns, lessees and licensees of the Grantor and successors in title to all or any portion of the Servient Tenements, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Servient Tenements or of all or any portion of any existing or future building or buildings situate upon the Servient Tenements or any part thereof.
  - (b) These presents and restrictions shall pass with, extend to, run with, and benefit the Dominant Tenements, and shall also extend to and be enforceable by, the Grantee, and its successors and assigns who have acquired all or any portion of the Grantee's interest in the Dominant Tenements so as to enure to each and every successor and assign of the Grantee deriving all or any portion of the Grantee's interest in the Dominant Tenements under or through the Grantee.
3. The Grantor acknowledges, agrees and understands that, without prejudice to any and all remedies available to the Grantee, an injunction is the most effective remedy for any breach of the Grantor's covenants under this Agreement and that the Grantee would suffer irreparable harm and injury in the event of any such breach. Accordingly, the Grantor hereby agrees that the Grantee may apply for and is entitled to injunctive relief, including an interim or interlocutory injunction, in any court of competent jurisdiction to enforce any of the provisions in this Agreement upon the breach or threatened breach thereof. The Grantor further agrees that the Grantee may apply for and is entitled to injunctive relief without having to prove damages.
4. Waiver by the Grantee of any one act of default does not waive any other or subsequent act of default. If the Grantee retains counsel in endeavouring to enforce this agreement, and the Grantee is successful in any court application or action and it is determined by a judge that the Grantee is entitled to costs, the Grantee shall be entitled to recover, in addition to any other relief which may be available to it, its related expenses and legal fees on a solicitor and its own client basis.
5. At no time shall the Grantor take any steps or actions or refrain from taking any steps or actions, including, without limitation, provision or non provision of consents or approvals to tenants or occupants of the Servient Tenements, which in any manner or fashion whatsoever would or could adversely affect or lessen the restrictions set forth herein.
6. In the event that the Grantor, prior to the expiration of the Prohibited Period, shall assign, sell, convey, lease, license or otherwise transfer in whole or in part the Grantor's interest in the Servient Tenements, it shall, prior to doing so, cause the assignee, purchaser, lessee, licensee or transferee, as the case may be, of such interest to execute and deliver to the Grantee, a written agreement with the Grantee, in form and content satisfactory to the Grantee, acting reasonably, pursuant to which the transferee, assignee, purchaser, lessee, licensee or transferee, as the case may be, assumes all of the Grantor's rights and obligations under this Agreement. Provided that the Grantor shall not be in breach of this Agreement at the time of any transfer, in whole or in part, of the Grantor's interest in the

Servient Tenements and further provided that the Grantor shall have obtained and delivered to the Grantee, the aforesaid written agreement from the transferee of the Grantor's interest, the Grantor shall be released of any further obligations under this Agreement arising from and after the date of such transfer in respect of the whole or, as the case may be, part of the Grantor's interest in the Servient Tenements so being transferred.

- 7. The lands and premises and interests described in each of paragraphs 2.1 through 2.4, inclusive, in Schedule "2" attached hereto produces a separate and distinct Dominant Tenement for the purposes of this agreement, so that if any one or more of such lands and premises and interests (being less than all of them) are determined not to constitute a dominant tenement or dominant tenements in respect of the Servient Tenements for any reason whatsoever, including, without limitation, by reason that the Dominant Tenements or any one or more of them, do not benefit from the restrictions herein or by reason that the restrictions herein do not touch and concern one or more of the Dominant Tenements in a manner and fashion necessary at law, then such determination shall not affect or impair the validity of the remaining lands and interests described in Schedule "2" attached hereto from so constituting a dominant tenement or dominant tenements in respect of the Servient Tenements.
- 8. Any term, covenant, condition, restriction or provision of this agreement which is, or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom, be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, covenants, conditions and provisions hereof.
- 9. The Grantee shall be entitled to register this restrictive covenant against title to the Servient Tenements forthwith upon execution and delivery of this agreement by the Grantor.
- 10. Delivery of an executed copy or counterpart of this agreement by fax by either or both of the parties hereto, constitutes valid delivery and the parties agree that if delivery is effected in such a manner, each will follow up such faxed delivery with fully executed originals of this agreement, however, delivery shall be considered as having been effected at the time of receipt of the fax by the party to whom it was so delivered.

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

•

CANADA SAFEWAY LIMITED

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THIS IS SCHEDULE "1" TO THE RESTRICTIVE COVENANT MADE EFFECTIVE AS OF THE • DAY OF •, 20•• BETWEEN •, AS GRANTOR AND CANADA SAFEWAY LIMITED, AS GRANTEE**

---

For the purposes of the Restrictive Covenant to which this Schedule "A" is annexed, the Servient Tenements comprise the following lands, as the same may be changed from time to time by subdivision, consolidation or otherwise:

FIRSTLY:

PLAN 1800NY  
BLOCK 30  
LOT 48  
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

PLAN 1800NY  
BLOCK (30)  
ALL THAT PORTION OF THE EAST WEST LANE, WHICH LIES SOUTH OF THE PRODUCTION WESTERLY OF THE SOUTH BOUNDARY OF THE SAID LANE WHICH HAS A BEARING OF NORTH EIGHTY NINE (89) DEGREES, FIFTY FIVE (55) MINUTES AND FORTY (40) SECONDS EAST.  
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRDLY:

PLAN 2923RS  
BLOCK 30  
LOT 49B  
EXCEPTING THEREOUT ALL MINES AND MINERALS

FOURTHLY, if the following lands are acquired by the Grantor:

PLAN 2923RS  
BLOCK 30  
LOT 50B  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**THIS IS SCHEDULE "2" TO THE RESTRICTIVE COVENANT MADE EFFECTIVE AS OF THE • DAY OF •, 20•• BETWEEN •, AS GRANTOR AND CANADA SAFEWAY LIMITED, AS GRANTEE**

For the purposes of the Restrictive Covenant to which this Schedule "B" is annexed, the Dominant Tenements comprise the following lands:

**2.1 Canada Safeway Limited Store No. 2278**  
Fee Simple interest in the following lands:

Plan 0022923  
Block 32  
Lot 4A  
Excepting thereout all mines and minerals

**2.2 Canada Safeway Limited Store No. 848**  
Fee Simple interest in the following lands:

Plan 0526142  
Block 143  
Lot 36  
Excepting thereout all mines and minerals

**2.3 Canada Safeway Limited Store No. 877**  
Leasehold interest in the following lands:

Plan 0725320  
Block D  
Lot 4A  
Excepting thereout all mines and minerals

Plan 8922780  
Block D  
Lot 12  
Excepting thereout all mines and minerals

Plan 8922780  
Block D  
Lot 5  
Excepting thereout all mines and minerals

**2.4 Canada Safeway Limited Store No. 802**  
Leasehold interest in the following lands:

Plan 9023003  
Block 101  
Lot 35  
Containing 4.72 Hectares (11.66 Acres) more or less  
Excepting thereout:

A) Plan 9420407 Subdivision 0.274 Hectares,  
(0.68 Acres) more or less  
Excepting thereout all mines and minerals

Plan 9824766  
Block 101  
Lot 39  
Containing 1.06 Hectares (2.62 Acres) more or less  
Excepting thereout  
A) Plan 9925162 Subdivision 0.199 Hectares,  
(0.49 Acres) more or less  
Excepting thereout all mines and minerals

Plan 9824766  
Block 101  
Lot 40  
Excepting thereout all mines and minerals



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