

DECLARATION(S) ATTACHED



Land Title Act
Charge
 General Instrument – Part 1

KAMLOOPS LAND TITLE OFFICE
 SEP 04 2020 16:11:19.001
CA8413014

1. Application

Bennett Jones LLP
2500 - 666 Burrard Street
Vancouver BC V6C 2X8
604-891-7500

036918.40
 Restrictive Covenant

2. Description of Land

PID/Plan Number Legal Description

012-788-171 LOT 3 DISTRICT LOT 4 KOOTENAY DISTRICT PLAN 11416

3. Nature of Interest

Type	Number	Additional Information
RESTRICTIVE COVENANT		Dominant Lands: PID: 027-556-166, Lot A Section 74 Esquimalt District Plan VIP85196 PID: 025-137-140, Lot 1 Section 2 Esquimalt District Plan VIP72795 Except Plan EPP63581 PID: 001-013-211, Lot 1 Section 56 Victoria District Plan 38079

4. Terms

Part 2 of this instrument consists of: **(b) Express Charge Terms Annexed as Part 2**

A selection of (a) includes any additional or modified terms.

5. Transferor

1247465 B.C. LTD., NO.BC1247465

6. Transferee

CANADIAN TIRE REAL ESTATE LIMITED No. A0090473
 2180 YONGE STREET
 TORONTO ON M4S 2B9

CANADIAN TIRE CORPORATION, LIMITED No. A0016304
 2180 YONGE STREET
 TORONTO ON M4S 2B9

7. Additional or Modified Terms



Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature(s)	Execution Date	Transferor Signature(s)
_____	YYYY-MM-DD	1247465 B.C. LTD.
See Affidavit of Execution	2020-09-02	By their Authorized Signatory

		Robert Patrick Sipka

Officer Certification

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

Witnessing Officer Signature(s)	Execution Date	Transferor Signature(s)
_____	YYYY-MM-DD	CANADIAN TIRE REAL ESTATE LIMITED
See Affidavit of Execution	2020-09-02	(as Transferee)
		By their Authorized Signatory

		David Bianchi
		CANADIAN TIRE CORPORATION, LIMITED
		(as Transferee)
		By their Authorized Signatory

		David Bianchi

Officer Certification

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

<p>Electronic Signature Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<table border="0"> <tr> <td style="font-size: 1.2em;">Michelle Faith Yung 8SAWMD</td> <td>Digitally signed by Michelle Faith Yung 8SAWMD Date: 2020-09-04 15:59:09 -07:00</td> </tr> </table>	Michelle Faith Yung 8SAWMD	Digitally signed by Michelle Faith Yung 8SAWMD Date: 2020-09-04 15:59:09 -07:00
Michelle Faith Yung 8SAWMD	Digitally signed by Michelle Faith Yung 8SAWMD Date: 2020-09-04 15:59:09 -07:00		

TERMS OF INSTRUMENT – PART 2

RESTRICTIVE COVENANT

(the "Agreement")

THIS AGREEMENT made as of the 4th day of September, 2020.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the following meanings unless the context shall otherwise require:

"**Buyer**" means the person named as Transferor in Item 5 of Part 1;

"**Buyer Lands**" means the real property described in Item 2 of Part 1;

"**Business Day**" shall mean Monday to Friday both inclusive, except any such day, which is a statutory holiday under the laws of either Canada or the Province of British Columbia;

"**Canadian Tire**" means the person named as Transferee in Item 6 of Part 1;

"**Canadian Tire Lands**" means the real property described as the property entitled to interest in Form E of Part 1;

"**Expiry Date**" means that date which is the twentieth (20th) anniversary of the date of this agreement;

"**Notice**" shall have the meaning ascribed thereto in paragraph 4.1 hereof;

"**Owner**" shall mean, unless otherwise expressly provided in this agreement, either Canadian Tire or Buyer and each of their respective successors and assigns and, unless otherwise expressly provided, "Owners" shall mean, collectively, Canadian Tire and Buyer and their respective successors and assigns;

1.2 Relationship of Owners

Nothing in this agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between or amongst the Owners.

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1.3 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

1.4 Gender and Number

Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include firms and corporations, and vice versa.

1.5 Amendments

No amendment or modification of this agreement shall be binding unless in writing and signed by the Owners.

1.6 Waiver

No delay or omission by any party hereto to exercise any right accruing upon any default by the other party will impair any such right or be construed as a waiver thereof, and no waiver by any party of any of the covenants, conditions, or agreements hereof to be performed by the other party will be construed as a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement.

ARTICLE 2

USE

2.1 Restrictions

To the intent that these covenants and restrictions shall run with and be for the benefit of the Canadian Tire Lands and shall burden the Buyer Lands, Buyer covenants that it will not during a period of twenty (20) years commencing on the date of this Agreement and ending on the Expiry Date permit all or any portion of the Buyer Lands to be used for the purposes of:

- (a) a store selling automotive parts and supplies, except if in relation to an auto body repair shop;
- (b) an automobile service station, car wash, a gas bar or energy dispensing station (such as, by way of example but without limitation, a fuel or energy recharging station or facility), except for any fuel or energy recharging station or facility that is used primarily by the tenants or occupants of the Property, provided such station or facility shall not be commercially marketed and/or sold;
- (c) a sporting goods store;

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- (d) a home improvement or hardware store, such as, but not limited to Home Depot, Lowes, RONA, Home Hardware, ACE, True Value, Pro Hardware or variations of any of the foregoing;
- (e) a plumbing supply store;
- (f) an electrical lighting or supply store;
- (g) a paint and wallpaper store;
- (h) a department store or junior department store;
- (i) a horticultural nursery or garden centre supply store or facility;
- (j) an automobile rental agency (excluding car share or similar programs);
- (k) a store having as its principal business the sale of work wear apparel, sportswear, running shoes, athletic footwear, work boots, uniforms and safety footwear, or any of the foregoing;
- (l) the sale or provision at retail of any merchandise, products or services usually sold or provided at any of the establishments described in items (a) through (k) above, including without limitation any automotive parts or supplies, sporting goods, sportswear, running shoes, athletic footwear, hardware, plumbing supplies, electrical supplies or lighting supplies, building supplies, paint and wallpaper, gardening supplies, plants and other items typically sold at a horticultural nursery or garden centre, automobile rentals, and any work wear apparel, work boots, uniforms and safety footwear; or
- (m) a party supply store.

ARTICLE 3 **POSTPONEMENT OF MORTGAGEES**

3.1 Postponement of Mortgagees

Buyer agrees to obtain from each and every prior mortgagee, trustee, or encumbrancer of the Buyer Lands a written agreement postponing and subordinating the rights of each such mortgagee, trustee or encumbrances to this agreement and to the restrictions and covenants herein.

ARTICLE 4 **PARTIAL DISCHARGE**

4.1 Partial Discharge

If the Buyer Lands or any portion thereof is rezoned for residential use in connection with the Buyer's redevelopment of all or any portion of the Buyer Lands then upon

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the written request of the Buyer, Canadian Tire will, on a timely basis and at the Buyer's expense, execute and deliver to the Buyer registrable discharges of this agreement in respect of the Buyer Lands or any portion thereof subject to such rezoning.

ARTICLE 5
MISCELLANEOUS

5.1 Notice

Any notice, demand, request, approval or consent (a "**Notice**") which any party shall give to any other party shall be in writing and shall be sufficiently given if served personally or mailed by prepaid registered post (return receipt requested), in the case of Buyer, at:

1247465 B.C. Ltd.
c/o Kanas Holdings Corporation
5312 3rd Street SE
Calgary, Alberta T2H 1JH
Attention: Robert Sipka, President
E-mail: rsipka@kanas.ca

with copy to both of:

Miller Thomson LLP
Suite 3000, 700 9th Avenue SW
Calgary, Alberta T2N 3V4

Attention: Joshua I. Selby
E-mail: jiselby@millerthomson.com
Facsimile No. (403) 262-0007

- and -

Logos Law Office
4392 Halifax Street
Burnaby, BC V5C 3X5

Attention: Karen Shin
E-mail: karen@logoslaw.ca
Facsimile No. (604) 294-6777

and in the case of Canadian Tire, at:

c/o Canadian Tire Real Estate Limited
15th Floor
2180 Yonge Street
Toronto, Ontario M4P 2V8
Attention: The President

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42549230.1

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Facsimile No.: (416) 480-3990

with a copy to both of:

c/o Canadian Tire Real Estate Limited
Unit 110, 205 Quarry Park Blvd. SE
Calgary, Alberta T2C 3E7
Attention: Amela Palic, Real Estate Manager
Email: Amela.Palic@cantire.com

- and -

Bennett Jones LLP
4500, 800 – 2nd Street SW
Calgary, Alberta T2P 4K7
Attention: Alixe Cameron / Michelle Yung
Facsimile No: 403-265-7219
Emails: cameron@bennettjones.com / yungm@bennettjones.com

The date of the receipt of any such Notice given by mailing aforesaid shall be deemed to be the date of delivery by postal authorities, and if given by personal service shall be the date of delivery. Either party may at any time give Notice to the other of any change of address of the party giving such Notice and from and after the giving of such Notice, the address herein specified shall be deemed to be the address of such party for the giving of Notices herein.

5.2 Certificate of Status

Each Owner shall within ten (10) Business Days of request made by Notice by the other Owner deliver to such other Owner a certificate in writing stating (if such be the case) that this agreement is unmodified and in full force and effect or if there have been any modifications, stating the modifications and stating whether to the knowledge of the officer of the Owner making the certificate either of the Owners is in default under this agreement and, if so, the nature of the default.

5.3 Time

Time shall be of the essence of this Agreement.

5.4 Further Assurances

The Owners and their successors and assigns shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this agreement and all matters contemplated hereby to effectuate, carry out, and perform the intent of this agreement and all of the obligations and agreements contained herein.

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5.5 Illegality

If any provision of this agreement or its application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from this agreement, and the remaining provisions of this agreement or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.

5.6 Liability

Whenever more than one person comprises a party hereto, the rights and obligations of such persons shall be joint and several.

5.7 Registration

This agreement shall be registered against title to the Buyer Lands forthwith following execution and delivery hereof by the parties hereto. Effective the Expiry Date, the terms and provisions of this agreement shall expire and be of no further force or effect and Canadian Tire shall execute and deliver to the Buyer all such documents and instruments required to release and discharge its interests under this agreement and take all necessary steps and actions to remove and delete this agreement from title to the Buyer Lands.

5.8 Successors and Assigns

This agreement shall enure to the benefit of and be binding upon the Owners and their respective successors and assigns.

5.9 Counterparts

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by executing the Form C – General Instrument – Part 1 attached to and forming part of this Agreement.



Affidavits of Execution attached.

File: 036918.40
MY/lmb

Electronic Signature

Your electronic signature is a representation that

- a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Michelle Faith
Yung 8SAWMD**

Digitally signed by
Michelle Faith Yung
8SAWMD
Date: 2020-09-04
15:58:46 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

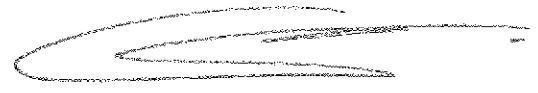
AFFIDAVIT OF EXECUTION

CANADA)	In the matter of 1247465 B.C. Ltd. and the lands
)	legally described as PID: 012-788-171, Lot 3
PROVINCE OF BRITISH COLUMBIA)	District Lot 4 Kootenay District Plan 11416
)	
TO WIT:)	

I, Karen G. Shin, lawyer, of Logos Law Office, 4392 Halifax St., Burnaby, British Columbia, V5C 3X5, SWEAR OR AFFIRM THAT:

1. I am 19 years of age or older and have knowledge of the authorized signatory, Robert Patrick Sipka (the "**Authorized Signatory**"), signing on behalf of 1247465 B.C. Ltd. (the "**Company**") in the Form C – Charge, Restrictive Covenant document attached hereto as Exhibit A (the "**Instrument**") on behalf of the Company.
2. The Authorized Signatory:
 - (a) is an authorized signatory of the Company; and
 - (b) was authorized by the Company to execute the Instrument.
3. The Company existed at the time the Instrument was executed and is legally entitled to hold, charge and dispose of land in British Columbia.
4. The Authorized Signatory's signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because the Instruments were executed in a fashion to maintain social distancing and prevent COVID-19 transmission.

SWORN OR AFFIRMED BEFORE ME at
Burnaby in the Province of British Columbia,
this 4th day of September, 2020.



Karen G. Shin

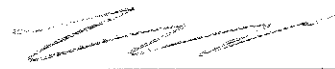
)
_____ A Commissioner for taking Affidavits in the Province of British Columbia)
Thomas L. Spettigue, Articled Student)
Logos Law Office)
4392 Halifax St., Burnaby, BC V5C3X5)

EXHIBIT A



Land Title Act
Charge
 General Instrument - Part 1

1. Application

Bennett Jones LLP
2500 - 666 Burrard Street
Vancouver BC V6C 2X8
604-891-7500

036918.40
 Restrictive Covenant

2. Description of Land

PID/Plan Number Legal Description

012-788-171 LOT 3 DISTRICT LOT 4 KOOTENAY DISTRICT PLAN 11416

3. Nature of Interest

Type	Number	Additional Information
RESTRICTIVE COVENANT		Dominant Lands: PID: 027-556-166, Lot A Section 74 Esquimalt District Plan VIP85196 PID: 025-137-140, Lot 1 Section 2 Esquimalt District Plan VIP72795 Except Plan EPP63581 PID: 001-013-211, Lot 1 Section 56 Victoria District Plan 38079

4. Terms

Part 2 of this instrument consists of: **(b) Express Charge Terms Annexed as Part 2**

A selection of (a) includes any additional or modified terms.

5. Transferor

1247465 B.C. LTD., NO.BC1247465

6. Transferee

CANADIAN TIRE REAL ESTATE LIMITED	No. A0090473
2180 YONGE STREET TORONTO ON M4S 2B9	
CANADIAN TIRE CORPORATION, LIMITED	No. A0016304
2180 YONGE STREET TORONTO ON M4S 2B9	

7. Additional or Modified Terms



Land Title Act
Charge
General Instrument – Part 1

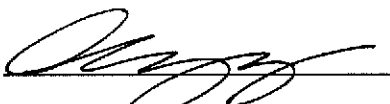
8. Execution(s)

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.

Witnessing Officer Signature(s)	Execution Date	Transferor Signature(s)
_____	YYYY-MM-DD	1247465 B.C. LTD. By their Authorized Signatory

Officer Certification

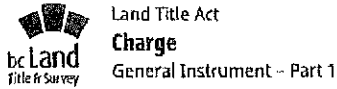
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

Witnessing Officer Signature(s)	Execution Date	Transferor Signature(s)
 MICHELLE F. YUNG <i>Barrister & Solicitor</i> BENNETT JONES LLP 2500 PARK PLACE - 686 BURRARD STREET VANCOUVER, B.C. V6C 2X8 TEL: 604.891.5104 FAX: 604.891.5100	YYYY-MM-DD 2020-09-02	CANADIAN TIRE REAL ESTATE LIMITED (as Transferee) By their Authorized Signatory _____ CANADIAN TIRE CORPORATION, LIMITED (as Transferee) By their Authorized Signatory _____

Officer Certification

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<p>Electronic Signature Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Michelle Faith Yung 8SAWMD</p> <p>Digitally signed by Michelle Faith Yung 8SAWMD Date: 2020-09-04 15:58:46 -07:00</p> </div>
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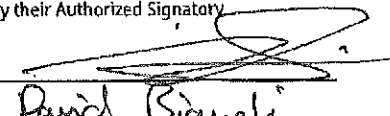
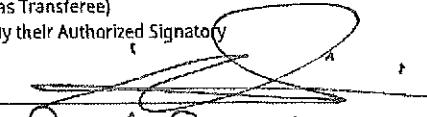
8. Execution(s)

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.

Witnessing Officer Signature(s)	Execution Date YYYY-MM-DD	Transferor Signature(s)
_____	[]	_____
		1247465 B.C. LTD. By their Authorized Signatory

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Witnessing Officer Signature(s)	Execution Date YYYY-MM-DD	Transferor Signature(s)
_____	[] 2020-09-02	_____
		CANADIAN TIRE REAL ESTATE LIMITED (as Transferee) By their Authorized Signatory  David Bianchi
		CANADIAN TIRE CORPORATION, LIMITED (as Transferee) By their Authorized Signatory  David Bianchi

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--	--

MD

TERMS OF INSTRUMENT – PART 2**RESTRICTIVE COVENANT****(the "Agreement")**THIS AGREEMENT made as of the 4th day of September, 2020.**ARTICLE 1**
INTERPRETATION1.1 Definitions

In this Agreement, the following terms shall have the following meanings unless the context shall otherwise require:

"**Buyer**" means the person named as Transferor in Item 5 of Part 1;

"**Buyer Lands**" means the real property described in Item 2 of Part 1;

"**Business Day**" shall mean Monday to Friday both inclusive, except any such day, which is a statutory holiday under the laws of either Canada or the Province of British Columbia;

"**Canadian Tire**" means the person named as Transferee in Item 6 of Part 1;

"**Canadian Tire Lands**" means the real property described as the property entitled to interest in Form E of Part 1;

"**Expiry Date**" means that date which is the twentieth (20th) anniversary of the date of this agreement;

"**Notice**" shall have the meaning ascribed thereto in paragraph 4.1 hereof;

"**Owner**" shall mean, unless otherwise expressly provided in this agreement, either Canadian Tire or Buyer and each of their respective successors and assigns and, unless otherwise expressly provided, "Owners" shall mean, collectively, Canadian Tire and Buyer and their respective successors and assigns;

1.2 Relationship of Owners

Nothing in this agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between or amongst the Owners.

- 2 -

1.3 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

1.4 Gender and Number

Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include firms and corporations, and vice versa.

1.5 Amendments

No amendment or modification of this agreement shall be binding unless in writing and signed by the Owners.

1.6 Waiver

No delay or omission by any party hereto to exercise any right accruing upon any default by the other party will impair any such right or be construed as a waiver thereof, and no waiver by any party of any of the covenants, conditions, or agreements hereof to be performed by the other party will be construed as a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement.

ARTICLE 2

USE

2.1 Restrictions

To the intent that these covenants and restrictions shall run with and be for the benefit of the Canadian Tire Lands and shall burden the Buyer Lands, Buyer covenants that it will not during a period of twenty (20) years commencing on the date of this Agreement and ending on the Expiry Date permit all or any portion of the Buyer Lands to be used for the purposes of:

- (a) a store selling automotive parts and supplies, except if in relation to an auto body repair shop;
- (b) an automobile service station, car wash, a gas bar or energy dispensing station (such as, by way of example but without limitation, a fuel or energy recharging station or facility), except for any fuel or energy recharging station or facility that is used primarily by the tenants or occupants of the Property, provided such station or facility shall not be commercially marketed and/or sold;
- (c) a sporting goods store;

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- (d) a home improvement or hardware store, such as, but not limited to Home Depot, Lowes, RONA, Home Hardware, ACE, True Value, Pro Hardware or variations of any of the foregoing;
- (e) a plumbing supply store;
- (f) an electrical lighting or supply store;
- (g) a paint and wallpaper store;
- (h) a department store or junior department store;
- (i) a horticultural nursery or garden centre supply store or facility;
- (j) an automobile rental agency (excluding car share or similar programs);
- (k) a store having as its principal business the sale of work wear apparel, sportswear, running shoes, athletic footwear, work boots, uniforms and safety footwear, or any of the foregoing;
- (l) the sale or provision at retail of any merchandise, products or services usually sold or provided at any of the establishments described in items (a) through (k) above, including without limitation any automotive parts or supplies, sporting goods, sportswear, running shoes, athletic footwear, hardware, plumbing supplies, electrical supplies or lighting supplies, building supplies, paint and wallpaper, gardening supplies, plants and other items typically sold at a horticultural nursery or garden centre, automobile rentals, and any work wear apparel, work boots, uniforms and safety footwear; or
- (m) a party supply store.

ARTICLE 3
POSTPONEMENT OF MORTGAGEES

3.1 Postponement of Mortgagees

Buyer agrees to obtain from each and every prior mortgagee, trustee, or encumbrancer of the Buyer Lands a written agreement postponing and subordinating the rights of each such mortgagee, trustee or encumbrances to this agreement and to the restrictions and covenants herein.

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- 4 -

ARTICLE 4
PARTIAL DISCHARGE

4.1 Partial Discharge

If the Buyer Lands or any portion thereof is rezoned for residential use in connection with the Buyer's redevelopment of all or any portion of the Buyer Lands then upon the written request of the Buyer, Canadian Tire will, on a timely basis and at the Buyer's expense, execute and deliver to the Buyer registrable discharges of this agreement in respect of the Buyer Lands or any portion thereof subject to such rezoning.

ARTICLE 5
MISCELLANEOUS

5.1 Notice

Any notice, demand, request, approval or consent (a "Notice") which any party shall give to any other party shall be in writing and shall be sufficiently given if served personally or mailed by prepaid registered post (return receipt requested), in the case of Buyer, at:

Kanas Corporation
5312 3rd Street SE
Calgary, Alberta T2H 1JH
Attention: Robert Sipka, President
E-mail: rsipka@kanas.ca

with copy to both of:

Miller Thomson LLP
Suite 3000, 700 9th Avenue SW
Calgary, Alberta T2N 3V4

Attention: Joshua I. Selby
E-mail: jiselby@millerthomson.com
Facsimile No. (403) 262-0007

- and -

Logos Law Office
4392 Halifax Street
Burnaby, BC V5C 3X5

Attention: Karen Shin
E-mail: karen@logoslaw.ca
Facsimile No. (604) 294-6777

and in the case of Canadian Tire, at:

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c/o Canadian Tire Real Estate Limited
15th Floor
2180 Yonge Street
Toronto, Ontario M4P 2V8
Attention: The President
Facsimile No.: (416) 480-3990

with a copy to both of:

c/o Canadian Tire Real Estate Limited
Unit 110, 205 Quarry Park Blvd. SE
Calgary, Alberta T2C 3E7
Attention: Amela Palic, Real Estate Manager
Email: Amela.Palic@cantire.com

- and -

Bennett Jones LLP
4500, 800 – 2nd Street SW
Calgary, Alberta T2P 4K7
Attention: Alixe Cameron / Michelle Yung
Facsimile No: 403-265-7219
Emails: cameron@bennettjones.com / yungm@bennettjones.com

The date of the receipt of any such Notice given by mailing aforesaid shall be deemed to be the date of delivery by postal authorities, and if given by personal service shall be the date of delivery. Either party may at any time give Notice to the other of any change of address of the party giving such Notice and from and after the giving of such Notice, the address herein specified shall be deemed to be the address of such party for the giving of Notices herein.

5.2 Certificate of Status

Each Owner shall within ten (10) Business Days of request made by Notice by the other Owner deliver to such other Owner a certificate in writing stating (if such be the case) that this agreement is unmodified and in full force and effect or if there have been any modifications, stating the modifications and stating whether to the knowledge of the officer of the Owner making the certificate either of the Owners is in default under this agreement and, if so, the nature of the default.

5.3 Time

Time shall be of the essence of this Agreement.

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5.4 Further Assurances

The Owners and their successors and assigns shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this agreement and all matters contemplated hereby to effectuate, carry out, and perform the intent of this agreement and all of the obligations and agreements contained herein.

5.5 Illegality

If any provision of this agreement or its application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from this agreement, and the remaining provisions of this agreement or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.

5.6 Liability

Whenever more than one person comprises a party hereto, the rights and obligations of such persons shall be joint and several.

5.7 Registration

This agreement shall be registered against title to the Buyer Lands forthwith following execution and delivery hereof by the parties hereto. Effective the Expiry Date, the terms and provisions of this agreement shall expire and be of no further force or effect and Canadian Tire shall execute and deliver to the Buyer all such documents and instruments required to release and discharge its interests under this agreement and take all necessary steps and actions to remove and delete this agreement from title to the Buyer Lands.

5.8 Successors and Assigns

This agreement shall enure to the benefit of and be binding upon the Owners and their respective successors and assigns.

5.9 Counterparts

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by executing the Form C – General Instrument – Part I attached to and forming part of this Agreement.

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**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA8413014

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Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Michelle Faith Yung 8SAWMD	Digitally signed by Michelle Faith Yung 8SAWMD Date: 2020.09.22 15:35:07 -07'00'
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I, Loraine Becher, Real Estate Paralegal, of Bennett Jones LLP, Barristers and Solicitors, Suite 2500 - 666 Burrard Street, Vancouver, BC V6C 2X8, DECLARE THAT:

1. A Form C - Charge was submitted for registration on December 31, 2018 under number CA8413014 (the "Restrictive Covenant").
2. I request the Restrictive Covenant be amended by deleting the definition of Canadian Tire Lands in Item 1.1 and replacing it with the following:

"Canadian Tire Lands" means the real property described as Dominant Lands in Item 3 of Part 1;"

I make this declaration and know it to be true based on personal information and reasonable belief.

Loraine Becher
Commercial Real Estate Paralegal
Bennett Jones SLP
#2500 - 666 Burrard Street
Vancouver, BC V6C 2X8

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$14.20