

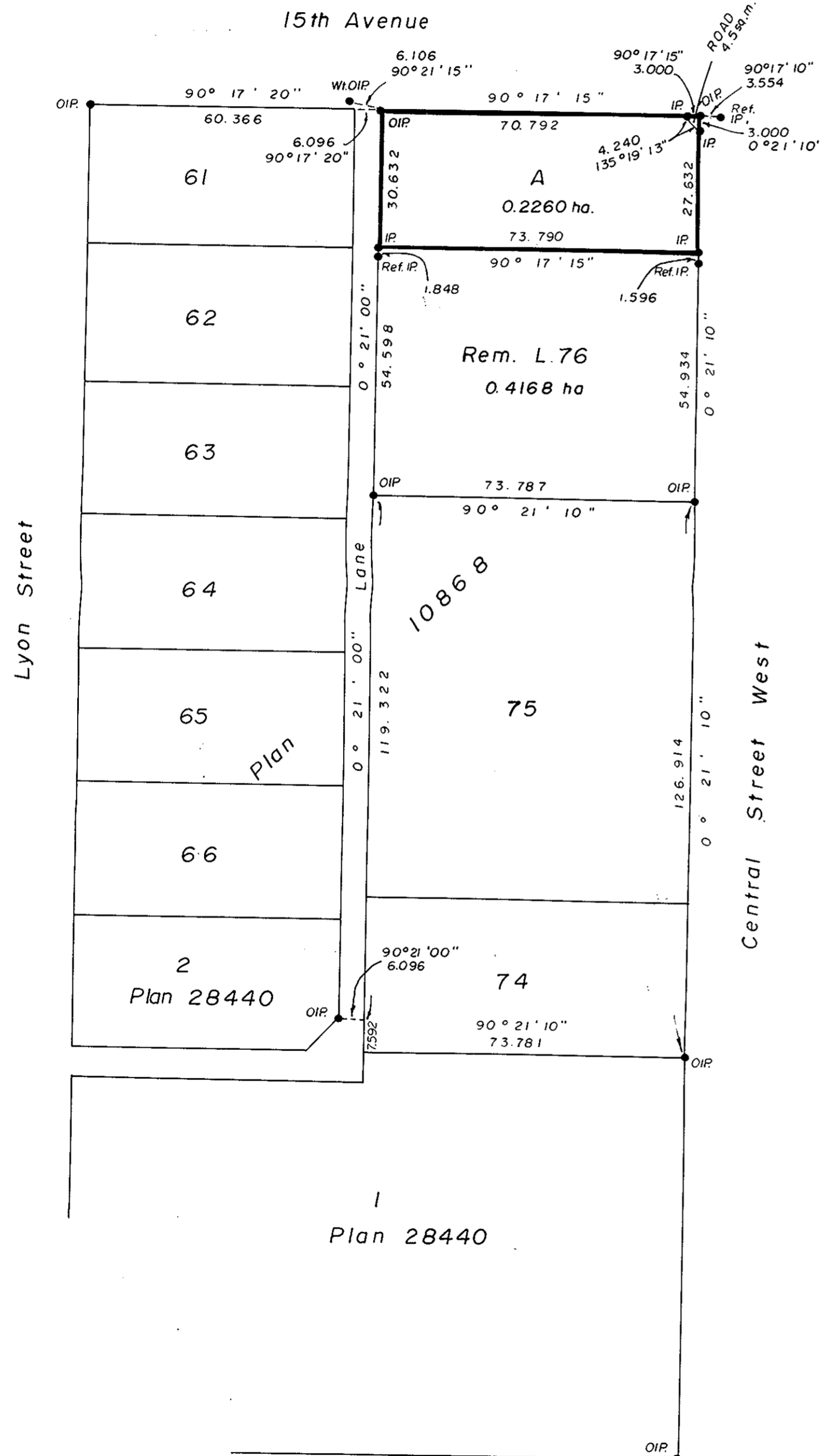
PLAN 32383

Deposited in the Land Title Office
at Prince George, B.C.
on the 26 day of Aug 1987.

W.B. Registrar

PLAN OF SUBDIVISION OF PART OF LOT 76, PLAN 10868, DISTRICT LOT 936, CARIBOO DISTRICT.

Scale : 1 : 1000 (Distances are in metres)



Bearings are astronomic and are derived from
Plan 10868

- ⊙ P.con. Standard Concrete Post.
- ⊙ P.Rock Standard Rock Post.
- P.P. Standard Pipe Post.
- I.P. Standard Iron Post.
- P. Wooden Post.
- L.P. Lead Plug.
- Denoting "Old"
- WT. Denoting "Witness"
- CIP. Capped Iron Post.
- TH. Traverse Hub.

I, V. Bartell, a British Columbia
land surveyor, of Prince George,
in British Columbia, certify that I was present
at and personally supervised the survey
represented by this plan, and that the survey
and plan are correct. The survey was completed
on the 26th day of May 1987.

V. Bartell
V. Bartell, B.C.L.S.

Approved under the Land Title Act on
the 18th day of August 1987.

C. J. Ut
Approving Officer
City of Prince George

Owner BEAVER LUMBER COMPANY LIMITED
Inc. # A3760

This Plan lies within the Fraser-Fort George
Regional District

[Signature]
Authorized Signatories.

Approved under the Land Title Act on
the 12th day of Aug 1987

[Signature]
Approving Officer
Ministry of Transportation and Highways.

MCWilliam-Whyte-Goble & Associates
B.C. Land Surveyors
Kamloops-Prince George-Salmon Arm-Smithers
FB/P L.936 File No. 87047

3/5
Y 32521

GRANT OF RESTRICTIVE COVENANT

27 AUG 87 12 58

FORM 17

APPLICATION

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water, and irrigation districts.

NATURE OF INTEREST: RESTRICTIVE COVENANT CHARGE: NOMINAL
True Value: NOMINAL

HEREWITH FEES OF 25.00

Address of person entitled to be registered as owner, if different than that shown in instrument

Legal description, if not shown in instrument being submitted with this application

Full name, address, telephone number of person presenting application DUNGATE, NICHOLSON & COMPANY

Baristers and Solicitors
1209 FOURTH AVENUE
PRINCE GEORGE, B.C.

LAND TITLE ACT
Form 17 (Rev. 11/83)
MEMORANDUM OF RESTRICTION
Registered on a plan of this day and at the time written on or

V2L 3J5 563-7747

Sheets
(Signature of applicant, or solicitor or authorized agent)

W. GANDY Registrar,
Prince George Land Title Office

THIS RESTRICTIVE COVENANT made as of the 15th day of July, 1987,

BETWEEN:

08/27/87 AB322 CHG NOM 25.00

INTERWEST EQUITIES (B.C.) INC., a body corporate with an office located at Suite 416 - 518 Moberley Road, in the City of Vancouver, in the Province of British Columbia INC 239 092

(herein called the "Purchaser")

OF THE FIRST PART

Y 32521

AND:

BEAVER LUMBER COMPANY LIMITED, a body corporate
having an office at 7303 Warden Avenue in the
City of Markham, in the Province of Ontario *INC A 23255*

(herein called the "Vendor")

OF THE SECOND PART

WHEREAS:

A. The Vendor has agreed to sell to the Purchaser those lands and premises situate in the City of Prince George, British Columbia legally described as:

Lot A,
District Lot 936,
Cariboo District,
Plan 32383

(herein called the "Servient Tenement");

B. The Vendor is the owner of those lands and premises situate in the City of Prince George, British Columbia legally described as:

Lot 76
District Lot 936,
Cariboo District, Plan 10868, Except Plan 32383

(herein called the "Dominant Tenement");

C. It is a condition of the sale referred to in Recital A hereof that the Purchaser grant to the Vendor and register in the Prince George Land Title Office as a charge against the Servient Tenement a restrictive covenant appurtenant to and for the benefit of the Dominant Tenement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the completion of the sale of the Servient Tenement to the Purchaser and other good and valuable consideration (the receipt of which is hereby acknowledged by each of the Vendor and the Purchaser) the parties hereto agree as follows:

1. The Purchaser, for itself and its successors and assigns, covenants that no part of the Servient Tenement shall be used for any of the following purposes:
 - (a) the business of selling or otherwise dealing in building supplies, plywoods, lumber for building purposes or hardware, whether on a retail, wholesale or other basis;
 - (b) specifically, and without limiting the foregoing, the business of a lumber store or lumber yard; and
 - (c) a retail facility where the principal business involves the sale of lighting fixtures, paint and wall paper products or plumbing products, or any combination thereof.

2. In the event a court of competent jurisdiction holds the covenant of the Purchaser set out in clause 1 to be unenforceable or void because the covenant is unlimited as to its duration then during the period commencing July 15, 1987 and ending July 15, 2007 the Purchaser, for itself and its successors and assigns, covenants that no part of the Servient Tenement shall be used for any of the following purposes:

- (a) the business of selling or otherwise dealing in building supplies, plywoods, lumber for building purposes or hardware, whether on a retail, wholesale or other basis;

- (b) specifically, and without limiting the foregoing, the business of a lumber store or lumber yard; and
- (c) a retail facility where the principal business involves the sale of lighting fixtures, paint and wall paper products or plumbing products, or any combination thereof.

3. Neither the whole nor any part of the Servient Tenement shall be sold, transferred or otherwise disposed of unless the Purchaser first obtains from the proposed transferee, buyer or other interested party and delivers to the Vendor an agreement in favour of the Vendor to observe and perform this Agreement.

4. In the event a court of competent jurisdiction holds the covenant of the Purchaser set out in clause 3 to be unenforceable or void because the covenant is unlimited as to its duration then during the period commencing July 15, 1987 and ending July 15, 2007 neither the whole nor any part of the Servient Tenement shall be sold, transferred or otherwise disposed of unless the Purchaser first obtains from the proposed transferee, buyer or other interested party and delivers to the Vendor an agreement in favour of the Vendor to observe and perform this Agreement.

5. Any waiver by the Vendor of any breach of this Agreement shall not constitute a waiver of this Agreement or of any other or subsequent breach hereof.

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6. These covenants shall enure to the benefit of the Vendor and their successors and assigns, and shall be binding on the Purchaser and the Purchaser's successors and all future assigns of the Servient Tenement or any part thereof or of any interest therein and these covenants may be registered as annexed to and running with the Servient Tenement so that the said covenants will be a burden thereon for the benefit of the Dominant Tenement, provided that the Purchaser shall be contractually bound by these covenants only so long as the Purchaser is the registered owner of the Servient Tenement or any part thereof or is entitled to an interest therein.

7. If any covenant or provision of this Agreement should be determined to be void or unenforceable in whole or in part then such covenant or provision shall not affect or impair the enforceability or validity of any other covenant or provision hereof and this Agreement shall be construed as if the void or unenforceable covenant or provision were omitted from this Agreement.

IN WITNESS WHEREOF the Purchaser has executed this Agreement as of the day and year first above written.

The Common Seal of)
INTERWEST EQUITIES (B.C.) INC.)
was hereunto affixed in)
the presence of: *B. W. Wain*)
_____)
Authorized Signatory)
_____)
Authorized Signatory)

(C/S)

Y 32522

GRANT OF RESTRICTIVE COVENANT

27 AUG 87 12 59

FORM 17.

APPLICATION

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water, and irrigation districts.

NATURE OF INTEREST: RESTRICTIVE COVENANT CHARGE: True Value:

HEREWITH FEES OF 25.00

Address of person entitled to be registered as owner, if different than that shown in instrument _____

Legal description, if not shown in instrument being submitted with this application _____

Full name, address, telephone number of person presenting application DUNGATE, NICHOLSON & COMPANY

Barristers and Solicitors
1209 FOURTH AVENUE
PRINCE GEORGE, B.C. 563-7747

LAND TITLE
Form 1 (Section 2)
MEMORANDUM OF RESTRICTION
Registered on a particular instrument
this day and at the time written hereon.
W. GANDY Registrar,
Prince-George Land Title Office

Sheet
(Signature of applicant, or solicitor or authorized agent)

THIS RESTRICTIVE COVENANT made as of the 15th day of July, 1987,

BETWEEN:

08/27/87 A8322 CHG NOM 25.00

INTERWEST EQUITIES (B.C.) INC., a body corporate with an office located at Suite 416 - 518 Moberley Road, in the City of Vancouver, in the Province of British Columbia INC # 239 092

(herein called the "Purchaser")

OF THE FIRST PART

AND:

BEAVER LUMBER COMPANY LIMITED, a Canadian company having its head office in British Columbia at 2100 - 700 West Georgia Street, Vancouver, British Columbia, V7Y 1A8 (Extra-provincial registration No. A-23255)

(herein called the "Vendor")

OF THE SECOND PART

WHEREAS:

A. The Vendor has agreed to sell to the Purchaser those lands and premises situate in the City of Prince George, British Columbia legally described as:

Lot A
District Lot 936
Cariboo District
Plan 32383

(herein called the "Servient Tenement");

B. The Vendor is the owner of those lands and premises situate in the City of Prince George, British Columbia legally described as:

X Lot 76
District Lot 936
Cariboo District
Plan 10868, Except Plan 32383

(herein called the "Dominant Tenement");

C. It is a condition of the sale referred to in Recital B hereof that the Purchaser grant to the Vendor and register in the Prince George Land Title Office as a charge against the Servient Tenement a restrictive covenant appurtenant to and for the benefit of the Dominant Tenement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the completion of the sale of the Servient Tenement to the Purchaser and other good and valuable consideration (the receipt of which is hereby acknowledged by each of the Vendor and the Purchaser) the parties hereto agree as follows:

1. The Purchaser, for itself and its successors and assigns, covenants that no building or structure shall be constructed above the level surface of the ground on the easterly 68 feet of the Servient Tenement without the written consent of the registered owner of the Dominant Tenement, such consent not to be unreasonably withheld. It is agreed that the owner of the Dominant Tenement may withhold its consent if the construction of any building or structure within the easterly 68 feet of the Servient Tenement would restrict the line of sight to the building then situate on the Dominant Tenement by a person having a height of 68 inches standing in the middle of the intersection of Central Street and 15th Avenue in the City of Prince George.

2. Any waiver by the Vendor of any breach of this Agreement shall not constitute a waiver of this Agreement or of any other or subsequent breach hereof.

3. These covenants shall enure to the benefit of the Vendor and their successors and assigns, and shall be binding upon the Purchaser and the Purchaser's successors and all future assigns of the Servient Tenement or any part thereof or of any interest therein

Y 32522

and these covenants may be registered as annexed to and running with the Servient Tenement so that the said covenants will be a burden thereon for the benefit of the Dominant Tenement; provided that the Purchaser shall be contractually bound by these covenants only so long as the Purchaser is the registered owner of the Servient Tenement or any part thereof or is entitled to an interest therein.

IN WITNESS WHEREOF the Purchaser has executed this Agreement as of the day and year first above written.

The Common Seal of)
INTERWEST EQUITIES (B.C.) INC.)
was hereunto affixed in)
the presence of: *[Signature]*)

(C/S)

_____)
Authorized Signatory)

_____)
Authorized Signatory)