

VICTORIA LAND TITLE OFFICE

DECLARATION(S) ATTACHED

CA8424959

LAND TITLE ACT
FORM C (Section 233) CHARGE

Sep-14-2020 10:51:28.001

PAGE 1 OF 9 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, 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.

Jessica Wan-Yee Ma AAKRND
Digitally signed by Jessica Wan-Yee Ma AAKRND
Date: 2020.09.14 10:22:20 -07'00'

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

GOWLING WLG (CANADA) LLP

Barristers & Solicitors, P.O. Box 30

Suite 2300 - 550 Burrard Street

Vancouver

BC V6C 2B5

Phone No. (604) 683-6498

Matter No. V52285 / PK

Document ID No. 3527910

Document Fees: \$74.87

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

031-174-493

LOT A SECTION 11 SUBURBAN LOT 40 ESQUIMALT DISTRICT PLAN
EPP95431

STC? YES [unchecked]

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

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

(a) [unchecked] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

ARAGON ESQUIMALT TC PROPERTIES LTD., (INC. NO. BC1068481)

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

ARAGON INVESTMENTS LTD.

201-1628 WEST 1ST AVENUE

VANCOUVER

V6J 1G1

BRITISH COLUMBIA

CANADA

Incorporation No

BC0404528

7. ADDITIONAL OR MODIFIED TERMS:

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)

See Affidavit of Execution

Execution Date

Table with 3 columns: Y, M, D. Values: 20, 09, 11

Transferor(s) Signature(s)

ARAGON ESQUIMALT TC PROPERTIES LTD. by its authorized signatory:

LENNY MOY, PRESIDENT

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
20	09	11

ARAGON INVESTMENTS LTD. by its
authorized signatory:

See Affidavit of Execution

LENNY MOY, PRESIDENT

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.

TERMS OF INSTRUMENT – PART 2**STATUTORY RIGHT OF WAY
(ELECTRIC VEHICLE CHARGING STATION EQUIPMENT)**

BETWEEN:

ARAGON ESQUIMALT TC PROPERTIES LTD. (Inc. No. BC1068481), a company incorporated pursuant to the laws of the Province of British Columbia with its registered office at 201–1628 West 1st Avenue, Vancouver, British Columbia, V6J 1G1

(the “**Grantor**”)

AND:

ARAGON INVESTMENTS LTD., (Inc. No. BC0404528), a company incorporated pursuant to the laws of the Province of British Columbia, with its registered office at 201–1628 West 1st Avenue, Vancouver, British Columbia, V6J 1G1

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lands on which a residential development is or will be constructed.
- B. The Grantee will own and operate the EV Equipment located within the Parking Facility located on the Lands.
- C. The right of way granted under this Agreement is necessary for the operation and maintenance of the EV Equipment to facilitate the transmission of electricity for the purposes of charging electric vehicles.

THEREFORE in consideration of the premises, the terms and conditions herein contained, ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the Grantor, the parties agree as follows:

1. **Definitions.** In this Agreement:
 - (a) “**Building**” means the residential building located on the Lands and includes all outside areas, landscaped areas, roadways and driveways, ramps, outside and covered parking areas and walkways, existing or to be constructed from time to time in connection therewith.
 - (b) “**Business Day**” means any day that is not a Saturday, Sunday, a statutory holiday in British Columbia, Easter Monday or Boxing Day.
 - (c) “**EV Equipment**” means electric vehicle charging equipment located in the Parking Facility within the Building;
 - (d) “**Equipment Lease**” means a lease entered into between a user of the EV Equipment and the Grantee and “**Equipment Leases**” means the plural;

- (e) **"Grantee's Representatives"** means any person who is a Related Person to the Grantee and any officer, director, employee, agent, contractor, subcontractor, consultant, or advisor of the Grantee or any person for whom the Grantee is responsible at law.
 - (f) **"Lands"** means those lands and premises as defined in Item 2 of the Form C Instrument General Part 1 of which this Agreement forms part.
 - (g) **"User"** means any party permitted to use the EV Equipment pursuant to an Equipment Lease;
 - (h) **"Parking Facility"** means the underground parking lot consisting of two hundred fifteen (215) parking stalls located partially under the Building;
 - (i) **"person"** means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative.
 - (j) **"Related Person"**, in respect of any person, means:
 - (i) any affiliate of such person, within the meaning of the *Business Corporations Act* (British Columbia) or the *Canada Business Corporations Act* (Canada);
 - (ii) any associate of such person, within the meaning of the *Business Corporations Act* (British Columbia) or the *Securities Act* (British Columbia); and
 - (iii) any partnership, including a limited partnership, in which such person is a partner.
2. **Provision of Service.** The Grantee will enter into an Equipment Lease with each User who requires the use of the EV Equipment and the Grantee will provide the Grantor with a copy of the Equipment Lease in connection therewith.
3. **Statutory Right of Way.** Pursuant to Section 218 of the *Land Title Act*, the Grantor hereby grants to the Grantee for so long as the Grantee shall require it, a statutory right of way on, over and under those portions of the Lands which contain the EV Equipment, for the Grantee and the Grantee's Representatives to enter onto the Lands at any time and from time to time to:
- (a) construct, install, inspect, maintain, operate, repair, abandon, replace and remove the EV Equipment or any portion thereof located on the Lands;
 - (b) install marking posts to mark the location of the EV Equipment or any portion thereof;
 - (c) take such steps as the Grantee deems necessary to protect and secure the EV Equipment on the Lands;
 - (d) bring onto the Lands all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes;
 - (e) generally do all acts necessary or incidental to the foregoing or to the business of operating, maintaining and repairing the EV Equipment on the Lands; and
 - (f) exercise any of the Grantee's other rights set out in this Agreement.

4. **Statutory Right of Way re: Access.** Pursuant to Section 218 of the *Land Title Act*, the Grantor hereby grants to the Grantee for so long as the Grantee shall require it, a statutory right of way over the Lands as reasonably required by the Grantee and its Representatives for the purpose of access to and egress from those portions of the Lands which contains the EV Equipment.
5. **Grantee to Act Reasonably.** The Grantee agrees to act reasonably when exercising its rights pursuant to sections 3 and 4 herein and to minimize as much as reasonably possible any disruption or disturbance to the Grantor, the Building, or the tenants, occupants and licensees of the Building in connection with the exercise by the Grantee and the Grantee's Representatives of such rights, and to promptly clean up and restore the Parking Facility after having exercised any such rights, to the condition the Parking Facility was in prior to the exercise of any such rights, to the extent reasonably possible.
6. **No Alternate System.** The Grantor will not itself supply or install or allow any other person to install EV Equipment or any other system that would supply electricity for the purposes of charging electric vehicles within the Parking Facility.
7. **Covenants of the Grantor.** The Grantor acknowledges, covenants and agrees with the Grantee:
 - (a) not knowingly to do or knowingly permit to be done on the Lands or in the Building anything which interferes with or damages the EV Equipment or impairs the operation or otherwise adversely impacts the EV Equipment and its provision of electricity or creates any hazard. Such acts include, but are not limited to, the acts referred to in this Section 7;
 - (b) not to make, place, erect, operate, use or maintain upon the Lands any building, structure, foundation, pavement, excavation, obstruction, equipment or thing which:
 - (i) interferes with or endangers the EV Equipment or the installation, construction, operation, maintenance, repair, removal, or replacement of the EV Equipment;
 - (ii) materially obstructs access by the Grantee or the Grantee's Representatives to the EV Equipment; or
 - (iii) creates any hazard by its operation, use, maintenance or existence on the Lands; and
 - (c) to act reasonably and cooperate with the Grantee in connection with the Grantee's obligations to operate and maintain the EV Equipment and ensure the Grantee has reasonable access to the EV Equipment and any part thereof on the Lands at all reasonable times.
8. **Environmental Matters.** For the purpose of this Section 9:

"Environmental Laws" means all statutes, laws, regulations, orders, bylaws standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands now or hereafter in force with respect in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity;

"Hazardous Substance" means any radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, hazardous substances, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage,

manufacture, disposal, bundling, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws; and

“Pre-existing Hazardous Substances” means any Hazardous Substance present in, on or under the Lands, including without limitation surface and ground water, as at the date of the initial installation of the EV Equipment on the Lands.

(a) Control and Management of Site

For the purposes of applicable Environmental Laws, the Grantor will be deemed to have responsibility for, and control and management of the Lands with respect to their environmental condition except as otherwise expressly provided in this Agreement.

(b) Grantor's Environmental Covenants

The Grantor covenants and agrees with the Grantee at all times and from time to time as follows:

- (i) not to use or knowingly permit the Lands to be used for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with any Hazardous Substance, except in compliance with Environmental Laws; and
- (ii) to comply with and to continue to comply with Environmental Laws in its use and occupancy of the Lands.

(c) Grantee's Environmental Covenants

The Grantee covenants and agrees with the Grantor at all times and from time to time as follows:

- (i) not to install or use in or under the Lands, or any adjacent property or into any conducting media servicing or inter-connecting with the EV Equipment, any materials, equipment or apparatus the installation, use or storage of which is likely to cause the generation, accumulation or migration of any Hazardous Substance (excluding Pre-Existing Hazardous Substances) except in compliance with Environmental Laws; and
- (ii) not to use the Lands to dispose of, handle or treat any Hazardous Substances in any manner in whole or in part that would violate Environmental Laws and/or cause the Lands, or any adjacent property to become a contaminated site under Environmental Laws.

(d) Environmental Indemnity

Each of the Grantor and Grantee will release and indemnify and hold harmless the other party, its Related Persons and their respective officers, directors, shareholders, employees, contractors, agents, successors and permitted assigns (collectively, the **“Releasees”**) from any and all liabilities, actions, damages, claims (including remediation cost recovery claims), losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal fees and expenses on a solicitor-client basis) and the costs of removal, treatment, storage and disposal of Hazardous Substances and remediation of the Lands and any adjacent property affected by the transmission of Hazardous Substances from the Lands which may be paid by, incurred by or asserted against the Releasees arising from or in

connection with any breach of or non-compliance with the provisions of this Section 9 by the Grantor or Grantee, as the case may be, as determined by a court of competent jurisdiction.

The obligations of the Grantor and Grantee under this Section 9 shall survive the registration of this Agreement and the termination and release thereof, if any. The obligations of the Grantor and the Grantee under this Section 9 are in addition to, and shall not limit, the obligations of the Grantor and the Grantee contained in other provisions of this Agreement.

9. **No Requirement to Do Works, Pay Fees, Etc.** This Agreement does not in any way require the Grantee to provide any works or services whatsoever to the Lands, to develop, construct, inspect, clean, maintain, repair or replace any works or improvements whatsoever within or in respect of the Lands or to pay any fee or other amount whatsoever in connection with this Agreement, unless the Grantee is expressly required to do so under the terms of this Agreement or under any other agreement in writing.
10. **Subdivision / Effect of Agreement.** This Agreement and the rights herein granted will run with the Lands and each part into which the Lands may be subdivided, whether by subdivision plan, strata plan or otherwise howsoever, and the term "Grantor" includes the owner of each subdivided portion of the Lands and the successors in title thereof. Despite anything contained in this Agreement, if the Lands are subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided portion of the Lands, including a default with respect to any amount payable in connection with any subdivided portion of the Lands, will not be a default with respect to any other portion of the Lands for which there has not been a default and the Grantee will not be entitled to exercise any of its rights or remedies under this Agreement except with respect to the subdivided portion or portions of the Lands for which there has been a default. Despite any other provision of this Agreement, in the event that the Lands are subdivided by means of a strata plan pursuant to the *Strata Property Act*:
 - (a) the "Grantor" under this Agreement shall be the strata corporation created by the filing of such strata plan and the individual owners of the strata lots created by such strata plan shall have no obligations or liabilities under this Agreement other than as members of the strata corporation; and
 - (b) the statutory right of way granted pursuant to this Agreement are intended to apply to and burden only the common property created by such strata plan and not at any time to burden any strata lot or the owner of any strata lot.
11. **Grantee's Remedies.** The Grantor hereby agrees that the Grantor will pay for all of the Grantee's costs in connection with the enforcement of this Agreement, including, without limitation, all costs of distraint and sale and legal fees and disbursements on a solicitor and own client basis and interest at the rate of ten percent (10%) per annum from the due date for such payment.
12. **Injunctive Relief.** The Grantor acknowledges and agrees that, without limiting any other right or remedy of the Grantee, the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach or anticipated breach by the Grantor of any of the Grantor's duties or obligations under this Agreement.
13. **Remedies Cumulative.** All rights and remedies of the Grantee under this Agreement are cumulative and are in addition to and do not exclude any other right or remedy provided in this Agreement or otherwise allowed by law. All rights and remedies of the Grantee may be exercised concurrently, without the Grantee making any election, but will not give rise to duplicative liability of the Grantor.

14. **Grantor's Indemnities.** The Grantor does hereby agree to indemnify and save harmless the Grantee from all liabilities, claims, demands, actions, damages, losses, costs and expenses which the Grantee may suffer or incur arising from or connected to the non-performance of its rights and obligations hereunder, save to the extent that such liabilities, claims, demands, actions, damages, losses, costs and expenses which the Grantee may suffer or incur result from the negligence or wilful misconduct of the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement.
15. **Grantee's Liability and Indemnity.** The Grantee shall indemnify the Grantor and save it harmless from all loss claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of this Agreement, or any occurrence in, upon or at the Lands, or the occupancy or use by the Grantee of the Lands or any part thereof, or occasioned wholly or in part by any act or omission of the Grantee or its Representatives or anyone permitted by the Grantee to be on the Lands or in the Development. If the Grantor shall, without fault on its part, be made a party to any litigation commenced by or against the Grantee, then the Grantee shall protect, indemnify and hold the Grantor harmless in connection with such litigation. The Grantor may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Grantee is required to indemnify the Grantor under this Agreement. Alternatively, the Grantor may require the Grantee to assume carriage of and responsibility for all or any part of such litigation or discussions.
16. **Effect of Termination of Other Agreements.** No termination of any other agreement with respect to the EV Equipment, including, but not limited to the Equipment Leases, will result in the termination of this Agreement or entitle the Grantor to a discharge of this Agreement.
17. **Amendment.** Except as expressly set out herein, this Agreement may only be amended by an agreement in writing signed by the Grantee and the Grantor. No modification or amendment of any provision of this Agreement will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.
18. **No Waiver.** No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Agreement will operate as a waiver of or otherwise affect in any way any rights or remedies under this Agreement or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.
19. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws in force in the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Agreement.
20. **Time is of the Essence.** Time is of the essence of this Agreement and will remain of the essence despite any extension of time given under or in connection with this Agreement.
21. **Notices.** All notices under this Agreement must be given in writing and delivered in accordance with this provision. The parties agree that:
 - (a) any notice to the Grantor may be sent to the Grantor's address according to the Land Title Office records in respect of the Lands or delivered to the Grantor; and
 - (b) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Grantor in accordance with the terms hereof at any time and from time to time.

If any portion of the Lands is stratified by a strata plan (including a bare land strata plan), any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the owners of strata lots within the strata plan. Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth (5th) Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia. In any court proceedings, any notice may be given in accordance with any requirements for service provided for pursuant to the Supreme Court Rules of the Province of British Columbia.

22. **Grantee's Licences and Authorizations.** The Grantee may grant to any other person a licence or other agreement, authorizing such person to exercise any right granted to the Grantee pursuant to this Agreement without limiting or restricting its obligations and liabilities contained in this Agreement.
23. **Registration.** This Agreement shall be registered against title to the Lands. The Grantor will do all acts and things determined by the Grantee to be necessary to gain priority for this Agreement over any financial charge or encumbrance registered against title to the Lands or any portion thereof, other than any financial charge or encumbrance consented to in writing by the Grantee in its absolute discretion.
24. **Severability.** The provisions hereof are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby.
25. **Assignment by Grantee/Release.** The Grantee may assign this Agreement to any person, provided the Grantee and its assignee satisfy any requirements set out in Sections 218 of the Land Title Act (British Columbia) and the Grantee first obtains the written consent of the Grantor, such consent not to be unreasonably withheld, delayed or conditioned; provided that the Grantor's consent will not be required for any assignment by the Grantee to a Related Person or as ordered by the British Columbia Utilities Commission. Upon any assignment of this Agreement by the Grantee and the written assumption by the assignee to the Grantor of all of the Grantee's obligations, covenants and responsibilities set out in this Agreement, the Grantee will be released from any and all further duties and obligations arising under this Agreement which arise after the date of such assignment.
26. **Further Assurances.** The Grantor and the Grantee will each execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be required by the Grantee or the Grantor, as the case may be, at any time and from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.
27. **Ownership of the EV Equipment.** Despite any degree of annexation or affixation, or rule of law or equity to the contrary, all components of the EV Equipment and additions or extensions thereto shall not be considered a fixture and will be and remain the property of and vest in the Grantee, except as otherwise expressly provided in this Agreement.
28. **Release of Grantor.** No person who has been "Grantor" will be liable for any breach of this Agreement occurring after such person has ceased to be an owner of any part of the Lands.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by signing on the *Land Title Act* Form C above.

- END OF DOCUMENT -

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 4 PAGES

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.

Jessica Wan-Yee Ma AAKRND	Digitally signed by Jessica Wan-Yee Ma AAKRND Date: 2020.09.14 10:23:49 -07'00'
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Section 218 Designation and Affidavits of Execution attached.

NOTE:

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



File: 10310-25

September 11, 2020

Larry Blaschuk
 Registrar of Land Titles
 Victoria Land Title Office
 Land Title and Survey Authority of BC
 200-1321 Blanshard Street
 Victoria, BC V8W 9J3

Dear Mr. Blaschuk:

Re: Right of Way Designation

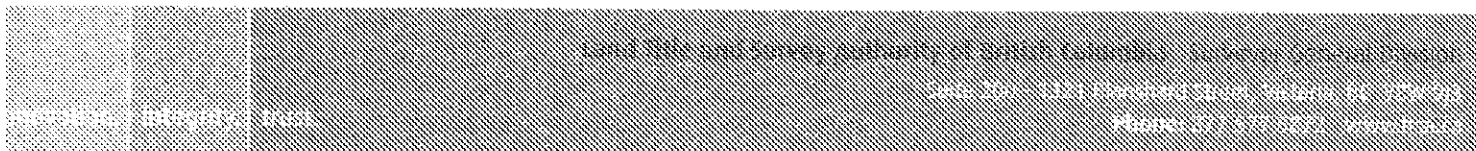
I hereby designate Aragon Investments Ltd. (Incorporation No. BC0404528) as a person that may hold a statutory right of way under section 218(1)(d) of the *Land Title Act* over Lot A, Section 11, Suburban Lot 40, Esquimalt District, Plan EPP95431.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Chris Sakundiak".

Chris Sakundiak, BCLS
 for Surveyor General of British Columbia
 a delegate of the minister under
 Section 218(2.1) of the *Land Title Act*

SG Tracking No. 2020-087



AFFIDAVIT

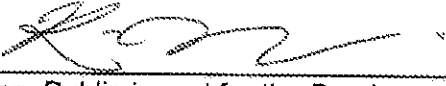
Re: PARCEL IDENTIFIER 031-174-493, LOT A SECTION 11 SUBURBAN LOT 40 ESQUIMALT DISTRICT PLAN EPP95431

Statutory Right of Way (the "Instrument") granted by Aragon Esquimalt TC Properties Ltd. (the "Transferor")

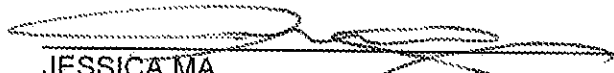
I, Jessica Ma, Solicitor, of Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 MAKE OATH AND SAY AS FOLLOWS THAT:

1. I am 16 years of age or older and I am acquainted with the person, Lenny Moy, named in the Instruments as authorized to execute the Instruments as the sole director of the Transferor.
2. I have personal knowledge that the person who executed the instrument for the Transferor was authorized to do so by the Transferor.
3. I am acquainted with the signature of Lenny Moy and believe that the signature subscribed to the Instrument is his signature.
4. The Transferor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
5. The signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because it is medically unsafe to meet the authorized signatory of the Transferor in person due to Covid-19.

SWORN BEFORE ME at Vancouver, British Columbia, this 12 day of September, 2020.



 A Notary Public in and for the Province of British Columbia
 KATHY TRAN
 Barrister & Solicitor
 Gowling WLG (Canada) LLP
 Suite 2300, 550 Burrard Street, Bentall 5
 Vancouver, British Columbia, V6C 2B5
 Telephone: 604 443 7644



 JESSICA MA

AFFIDAVIT

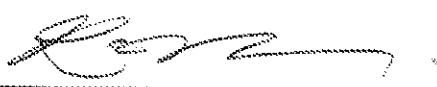
Re: PARCEL IDENTIFIER 031-174-493, LOT A SECTION 11 SUBURBAN LOT 40 ESQUIMALT DISTRICT PLAN EPP95431

Statutory Right of Way (the "Instrument") granted by Aragon Esquimalt TC Properties Ltd. to Aragon Investments Ltd. (the "Transferee")

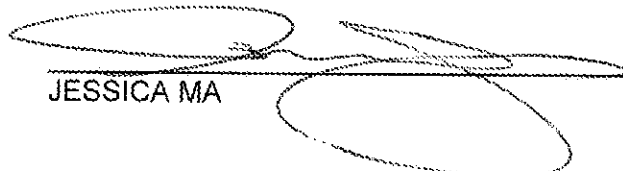
I, Jessica Ma, Solicitor, of Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 MAKE OATH AND SAY AS FOLLOWS THAT:

1. I am 16 years of age or older and I am acquainted with the person, Lenny Moy, named in the Instrument as authorized to execute the Instrument as the sole director of the Transferee.
2. I have personal knowledge that the person who executed the instrument for the Transferee was authorized to do so by the Transferee.
3. I am acquainted with the signature of Lenny Moy and believe that the signature subscribed to the Instrument is his signature.
4. The Transferee existed at the time the instrument was executed and is legally entitled to hold and dispose of land and interests in land in British Columbia.
5. The signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because it is medically unsafe to meet the authorized signatory of the Transferee in person due to Covid-19.

SWORN BEFORE ME at Vancouver, British Columbia, this 12 day of September, 2020.



 A Notary Public in and for the Province of British Columbia
 KATHY TRAN
 Barrister & Solicitor
 Gowling WLG (Canada) LLP
 Suite 2300, 550 Burrard Street, Bentall 5
 Vancouver, British Columbia, V6C 2B5
 Telephone: 604 443 7644



 JESSICA MA