

GARDEN CITY LANDS
WESTMINSTER HIGHWAY AND NO. 4 ROAD,
RICHMOND, BRITISH COLUMBIA
AGREEMENT OF PURCHASE AND SALE
RICHMOND-CLC/MUSQUEAM
PURCHASE AGREEMENT

This Agreement, dated for reference as of the Effective Date,

BETWEEN

CITY OF RICHMOND, a British Columbia municipality having its chief municipal offices at 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4,

(the "City")

AND

CANADA LANDS COMPANY CLC LIMITED, a body corporate, having an office at 2000 - 666 Burrard Street, Vancouver, British Columbia, V6E 2X8,

("CLC")

AND

MUSQUEAM INDIAN BAND, having a business address at 6735 Salish Drive, Vancouver, British Columbia, V6N 4C4

("Musqueam")

AND

GARDEN CITY VENTURES LIMITED PARTNERSHIP, a British Columbia limited partnership having an office at 6735 Salish Drive, Vancouver, British Columbia, V6N 4C4

(the "Limited Partnership")

WITNESSES THAT WHEREAS

A Terms defined in this Agreement and used in these Recitals will have the meanings respectively ascribed thereto in Section 1.1.

B As of the Effective Date, CLC is, or is entitled to become, the registered owner of the Lands,

C As of the Effective Date, CLC is also the beneficial owner of an undivided 50% interest in and to the Lands,

D As of the Effective Date, with the consent and at the direction of Musqueam, the Limited Partnership is the beneficial owner of an undivided 50% interest in and to the Lands,

E Pursuant to the MOU, CLC, Musqueam and the City contemplated that the Public Lands would be sold and transferred to the City,

F The City wishes to purchase the Public Lands and CLC is prepared to sell and transfer the Public Lands to the City (with the consent and authority of the Limited Partnership and Musqueam), upon the terms and conditions herein contained,

NOW THEREFORE, in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each of them), the parties hereto covenant and agree as follows

1. DEFINITIONS/INTERPRETATION

1.1 Definitions

In this Agreement, the following terms will have the meanings respectively ascribed to them

- (a) **"Acceptable Rezoning"** means an amendment to the zoning and development bylaws of the City of Richmond relating to the Lands finally adopted by Richmond City Council permitting the development of the Development Lands based upon a Comprehensive Development Plan and other terms and conditions approved by Richmond City Council and by CLC and the Limited Partnership (as Joint Venturers) as herein contemplated, but permitting a Floor Area Ratio (determined in accordance with the bylaws of the City) of between 2.0 and 2.5 with respect to the area of the Development Lands,
- (b) **"Agreement"** means this Agreement of Purchase and Sale, and any reference to any "Section" will be a reference to the relevant Section of this Agreement,
- (c) **"Agricultural Land Commission"** means "commission" and the Provincial Agricultural Land Commission defined under and established pursuant to the *Agricultural Land Commission Act*, S.B.C. 2002, Ch 36,

- (d) **"Allocable Accrued Project Costs"** means the aggregate (without duplication) of the following cost items which are either directly and reasonably allocable to the Public Lands or if not directly allocable to the Public Lands, then 50% of all such costs which are generally applicable to the Lands and that are not directly and reasonably allocable to the Development Lands
- (i) real property taxes assessed and paid in connection with the Lands for the period from and including the Effective Date up to and including the day preceding the Closing Date,
 - (ii) all consultant costs incurred by CLC (alone or together with the Limited Partnership, as Joint Venturers) for the purposes of obtaining satisfaction of the ALR Recommendation Condition and the ALR Release Condition,
 - (iii) all costs incurred by CLC (alone or together with the Limited Partnership, as Joint Venturers) in connection with the investigation and remediation of the environmental condition of the Public Lands,
 - (iv) interest accrued on the sum of Five Million Dollars (\$5,000,000) paid by CLC to DFO pursuant to the DFO-CLC Purchase Agreement, calculated from and including the Effective Date up to and including the day preceding the Closing Date at a rate per annum equal to the Prime Rate, calculated and compounded monthly and not in advance, and
 - (v) all costs incurred by CLC (alone or together with the Limited Partnership, as Joint Venturers) for the purposes of obtaining satisfaction of the Subdivision Condition (but excluding any costs paid by the City as contemplated in Article 9 of this Agreement and costs incurred by CLC and the Limited Partnership with respect to legal and accounting fees, development cost charges, application fees, overhead costs and costs incurred to negotiate, settle and execute the Servicing Agreement (inclusive of any applicable bonding costs),
- (e) **"ALR"** means the "agricultural land reserve" as defined under the *Agricultural Land Commission Act*, S B C 2002, Ch 36,
- (f) **"ALR Recommendation Condition"** means the Condition Precedent set out in Section 4 1 of this Agreement,
- (g) **"ALR Release Condition"** means the Condition Precedent set out in Section 4 2 of this Agreement,
- (h) **"Archaeological Assessment"** means that assessment prepared by Leonard C Ham, Ph D , R P C A , Archaeologist and Heritage Consultant, prepared in respect of the Lands and delivered to Department of Public Works and Government Works Canada dated 2001 02 13 titled "Archaeological Resource Potential Richmond DFO Radio Towers Lands" together with accompanying Attachments,

- (i) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia,
- (j) "**City's Solicitors**" means Lang Michener LLP, 1500 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7, or such other solicitor or firm of solicitors designated by the City from time to time,
- (k) "**CLC Acquisition Costs**" means the aggregate of all Property Transfer Tax, Land Title Office fees and related registry, agent fees and disbursements paid or incurred by CLC (alone or together with the Limited Partnership, as Joint Venturers) in connection with the acquisition of the Lands by CLC pursuant to the DFO-CLC Purchase Agreement,
- (l) "**CLC's Solicitors**" means Bull, Housser & Tupper LLP, 3000 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R3,
- (m) "**Closing Date**" means the tenth (10th) Business Day following the date of satisfaction of the last of the Conditions Precedent,
- (n) "**Common Roads**" means any portion of the Lands from time to time dedicated or established as public road and providing access to and frontage upon both Development Lands and Public Lands,
- (o) "**Comprehensive Development Plan**" means a local area plan or an overall conceptual development plan for the entirety of the Lands, setting out anticipated areas for separate land uses, including areas of Public Lands, significant public roads and amenities, timing for servicing of the Lands, and other uses of the Development Lands as the same may be amended or refined from time to time by agreement between the City and CLC and the Limited Partnership, as Joint Venturers, up to the date of final adoption of the Acceptable Rezoning,
- (p) "**Conditions Precedent**" means those conditions precedent set out in Section 4 of this Agreement,
- (q) "**Development Lands**" means any portion of the Lands not comprising Public Lands,
- (r) "**Development Lands Park Roads**" means any Internal Roads fronting on and providing access to any Development Lands Parks,
- (s) "**Development Lands Parks**" means any portion of the Development Lands from time to time dedicated or established as park,
- (t) "**Development Lands RFO**" means a right of first offer to be granted by CLC (on behalf of CLC and the Limited Partnership, as Joint Venturers), to the City and to be registered against title to the Lands on the Effective Date in the form attached hereto as Schedule C

- (u) "DFO" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Fisheries and Oceans, having a business address in the Province of British Columbia at 200 - 401 Burrard Street, Vancouver, British Columbia, V6C 3S4,
- (v) "DFO-CLC Purchase Agreement" means that agreement of purchase and sale dated for reference December 7, 2005 made between DFO, as Vendor and CLC, as Purchaser and approved by Musqueam, as therein provided, relating to the transfer of the Lands by DFO to CLC upon the terms and conditions set out in the DFO-CLC Purchase Agreement,
- (w) "Effective Date" means the "Closing Date" under the DFO-CLC Purchase Agreement, upon which the Lands are transferred by DFO to CLC as therein contemplated,
- (x) "Environmental Reports" means the following
 - (i) Phase I Environmental Site Assessment, Department of Fisheries and Oceans, Lulu Island Transmitter Site, Lulu Island, British Columbia prepared for Canadian Coast Guard - Department of Fisheries and Oceans Pacific Region, 25 Huron Street, Victoria, B C , V8V 4V9 dated March 14, 2001 File 002-1865/5100 prepared by Golder Associates Ltd ,
 - (ii) Phase II Environmental Site Assessment, Canadian Coast Guard - Department of Fisheries and Oceans, Lulu Island Transmitter Site, Richmond, British Columbia prepared for Canadian Coast Guard - Department of Fisheries and Oceans Pacific Region, 25 Huron Street, Victoria, B C , V8V 4V9 dated March 12, 2002 File 012-1813 prepared by Golder Associates Ltd , and
 - (iii) letter dated September 17, 2002 from Enviro Chem Services Inc to Michelle Fung, Project Engineer, Real Property and Technical Support Pacific Region, Fisheries and Oceans re possible PCB containing equipment - DFO Garden City Site,
- (y) "**First Nations Land Management Act**" means the *First Nations Land Management Act* (Revised Statutes of Canada 1999, ch 24, as amended from time to time),
- (z) "GST" means goods and services taxes payable pursuant to the *Excise Tax Act* (Canada), as amended,
- (aa) "**Indian Act**" means the *Indian Act* (Revised Statutes of Canada 1985, ch I-5, as amended from time to time),
- (bb) "**Internal Roads**" means any roads (other than Perimeter Roads or Common Roads) dedicated or otherwise established to provide exclusive access to Development Lands or Public Lands, respectively,

- (cc) "**Land Title Office**" means the Vancouver/New Westminster Land Title Office,
- (dd) "**Lands**" means those lands and premises located in Richmond, in the Province of British Columbia and legally described as

Parcel Identifier 024-741-418
 Section 3 Block 4 North Range 6 West
 New Westminster District

Except	Firstly	Plan with Fee 5758F
	Secondly	Plan with Fee 5759F
	Thirdly	Part Subdivided by Plan 24067
	Fourthly	Parcel D (Bylaw Plan 50488)
	Fifthly	Part dedicated Road on Plan LMP43167
	Sixthly	1.84 Acres Filing 16918
	Seventhly	Parcel F (Bylaw Plan LMP24326)
	Eighthly	Parcel C (Bylaw Plan 73626),

- (ee) "**Limited Partnership**" means GARDEN CITY VENTURES LIMITED PARTNERSHIP, a British Columbia limited partnership, having a business address at 6735 Salish Drive, Vancouver, British Columbia, V6N 4C4,
- (ff) "**MOU**" means that document titled "Memorandum of Understanding Regarding Garden City Property" between Musqueam Indian Band, City of Richmond, Canada Lands Company CLC Limited and Department of Fisheries and Oceans signed on or about the 18th day of March, 2005,
- (gg) "**Musqueam's Solicitors**" means Ratcliff & Company, 500 - 221 Esplanade West, North Vancouver, British Columbia, V7M 3J3, or such other solicitor or firm of solicitors as Musqueam may appoint from time to time to provide advice and counsel to the Limited Partnership or Musqueam,
- (hh) "**No Development Covenant**" means a Section 219 *Land Title Act* covenant to be granted by CLC (in its capacity as registered owner of the Lands and as trustee for the beneficial interests therein of CLC and the Limited Partnership), to the City to be registered against title to the Lands on the Effective Date in the form attached hereto as Schedule D,
- (ii) "**OCP**" means the Official Community Plan of the City of Richmond applicable to the Lands,
- (jj) "**OCP Adoption**" means the adoption of a bylaw of the City of Richmond amending the Official Community Plan applicable to the Lands in a form and containing terms consistent with the land uses contemplated in the Acceptable Rezoning,
- (kk) "**OCP Adoption Condition**" means the Condition Precedent set out in Section 4.3 of this Agreement,

- (ll) **"Off-Site Services"** means any works
 - (i) providing or upgrading services to the Lands, and
 - (ii) required as a condition of obtaining satisfaction of the Subdivision Condition to be extended from existing service systems located outside the Lands to any relevant Off-Site Services Connection Location,
- (mm) **"Off-Site Services Connection Location"** means any location within any Perimeter Road or upon any portion of the Lands from or to which Off-Site Services are connected and from or to which services to the Lands may be connected,
- (nn) **"Perimeter Roads"** means any one or more of Garden City Road, Alderbridge Way, No 4 Road and Westminster Highway, located in Richmond, British Columbia,
- (oo) **"Permitted Encumbrances"** means the following
 - (i) the Public Lands Restrictive Covenant,
 - (ii) the Public Lands RFO,
 - (iii) any non-financial charges or encumbrances required to be registered against title to the Public Lands as a condition of obtaining the Rezoning Adoption or the approval, execution and registration of any Subdivision Plan, and
 - (iv) subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or contained in any other grant or disposition from the Crown and/or implied by statute,
- (pp) **"Prime Rate"** means the prime commercial rate of interest declared from time to time by Royal Bank of Canada to be charged to its best commercial customers for Canadian dollar loans made in Canada,
- (qq) **"Property Transfer Tax"** means "tax" as defined in the *Property Transfer Tax Act*, R S B C, 1996, Ch 378, as amended from time to time,
- (rr) **"Public Lands"** means up to 50% of the total area of the Lands (measured in acres or hectares) as of the Effective Date, as contemplated to be transferred by CLC to the City pursuant to this Agreement, PROVIDED THAT the City acknowledges and agrees that the total area of the Public Lands to be transferred by CLC to the City will be reduced by the areas of any Perimeter Roads fronting Public Lands and further reduced by 50% of the area of Common Roads required to be dedicated to satisfy the Subdivision Condition,
- (ss) **"Public Lands Restrictive Covenant"** means a restrictive covenant granted by the City and charging all legal parcels of the Public Lands (other than the

TEC Lands) in favour of any legal parcel of the remaining Lands designated by CLC, which Public Lands Restrictive Covenant will be executed and delivered by the City to CLC (which will be held by CLC in trust for CLC and the Limited Partnership, as Joint Venturers) in registrable form on the Closing Date and substantially in the form attached hereto as Schedule A,

- (tt) **"Public Lands RFO"** means a right of first offer granted by the City to CLC (which will be held by CLC in trust for CLC and the Limited Partnership, as Joint Venturers) and charging all legal parcels of the Public Lands (other than the TEC Lands), which Public Lands RFO will be executed and delivered by the City to CLC (which will be held by CLC in trust for CLC and the Limited Partnership, as Joint Venturers) in registrable form on the Closing Date and substantially in the form attached hereto as Schedule B,
- (uu) **"Purchase Price"** means the aggregate (without duplication) of the following
 - (i) FOUR MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$4,770,000 00), plus
 - (ii) 50% of the CLC Acquisition Costs, plus
 - (iii) Allocable Accrued Project Costs,
- (vv) **"Rezoning Adoption"** means final adoption of the Acceptable Rezoning by the Richmond City Council,
- (ww) **"Rezoning Adoption Condition"** means the Condition Precedent set out in Section 4 4 of this Agreement,
- (xx) **"Richmond City Council"** means the City Council of the City of Richmond, as duly constituted from time to time,
- (yy) **"Servicing Agreement"** means an agreement contemplated to be negotiated, settled and executed between the City (in its capacity as the regulator of the subdivision of lands within the boundaries of the City of Richmond) and CLC (in its capacity as owner of the Lands and as trustee for CLC and the Limited Partnership) relating to the subdivision and servicing of the Lands in accordance with the Acceptable Rezoning and for the purposes of creating, *inter alia*, the Public Lands and the Development Lands,
- (zz) **"Subdivision Approval Condition"** means the Condition Precedent set out in Section 4 5 of this Agreement,
- (aaa) **"Subdivision Plan"** means any plan or plans of subdivision required from time to time to dedicate roads and parks and to create other legal parcels of lands to comprise Public Lands or Development Lands, as the case may be, in accordance with the Acceptable Rezoning, as such plan or plans of subdivision may be approved by the Approving Officer of the City of Richmond from time to

time upon terms and conditions approved by CLC and the Limited Partnership, as Joint Venturers, each acting in a commercially-reasonable manner,

- (bbb) "TEC" means a Trade and Exhibition Centre proposed to be developed upon the TEC Lands by or on behalf of the City, or any agency, licensee, tenant or contractor of the City,
- (ccc) "TEC/Development Lands" means that portion of the TEC Lands comprising 50% of the total area of the TEC Lands as may be transferred to CLC and Musqueam as contemplated in Section 10 3,
- (ddd) "TEC/Development Lands Closing Date" means the first Business Day which is 30 days following the later of
 - (i) the date of delivery of a TEC/Development Lands Purchase Notice by CLC to the City, and
 - (ii) the date upon which any Subdivision Plan creating the TEC/Development Lands as a legal parcel separate from the balance of the TEC Lands is accepted for registration and fully registered at the Land Title Office,
- (eee) "TEC/Development Lands Purchase Notice" means written notice delivered by CLC (on behalf of CLC and Musqueam) to the City confirming the election of CLC and Musqueam to purchase the TEC/Development Lands,
- (fff) "TEC/Development Lands Purchase Price" means the price to be paid by CLC to the City with respect to the sale and transfer by the City to CLC (on behalf of CLC and Musqueam) of the TEC/Development Lands as contemplated in Section 10 3, being the aggregate (without duplication) of the following sums
 - (i) a sum equal to that portion of the Purchase Price (paid by the City to CLC for the purchase of the Public Lands as contemplated in this Agreement), being a fraction of such Purchase Price, the numerator of which is the actual surveyed area of the TEC/Development Lands and the denominator of which shall be the actual surveyed area of the entirety of the Public Lands, inclusive of any areas thereof required to be dedicated as Perimeter Roads and/or Common Roads, plus
 - (ii) any costs of servicing of the TEC/Development Lands actually incurred by the City and reasonably allocable to the TEC/Development Lands, plus
 - (iii) any real property taxes assessed and paid by the City in connection with the TEC/Development Lands for the period from and including the Closing Date up to and including the day preceding the TEC/Development Lands Closing Date, plus
 - (iv) interest accrued on the foregoing sums, calculated from and including the Closing Date up to and including the day preceding the

TEC/Development Lands Closing Date at a rate per annum equal to the Prime Rate, calculated and compounded monthly and not in advance,

- (ggg) "**TEC Joint Venture Agreement**" means an agreement which may be entered into among the City, CLC and Musqueam in connection with the future ownership, redevelopment and disposition of the TEC Lands as contemplated in Section 10.2,
- (hhh) "**TEC Lands**" means an area of the Public Lands, comprising approximately 15% of the total area of the Lands, upon which, as of the Effective Date, it is contemplated that the TEC may be developed, constructed and operated,
- (iii) "**Transfer**" means a Form A - Transfer in respect of any respective legal parcel or interest in any legal parcel of the Lands, and
- (jjj) "**Unavoidable Delay**" means any prevention, delay, stoppage or interruption in the performance of any obligation of a party hereto due to a strike, lockout, labor dispute, act of God, inability to obtain labor or materials, laws, ordinances, rules, regulations or orders of governmental authorities including, without limiting the generality of the foregoing, court order and legislation, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the reasonable control of the party obligated to perform, but shall not include any inability by that party to perform because of its lack of funds or inability to obtain financing

1.2 Index and Headings

Any index and headings in this Agreement are included or inserted for the convenience of reference only and will not affect the manner in which this Agreement or any part of it is construed

1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada. Any reference to cash in this Agreement includes a reference to cash, certified cheque, banker's draft, wire, or electronic transfer drawn on, or of, a chartered bank of Canada

1.4 Expiry of Time Period

In this Agreement, if any period ends on a day other than a Business Day, that period will be extended to the next following Business Day

1.5 Legislation

In this Agreement any reference to legislation includes a reference to the legislation and to any regulations made under that legislation as that legislation or those regulations may be amended or re enacted from time to time

1.6 Schedules

The following Schedules are attached hereto and form part of this Agreement

Schedule A	Form of Public Lands Restrictive Covenant
Schedule B	Form of Public Lands RFO
Schedule C	Form of Development Lands RFO
Schedule D	Form of No Development Covenant

2. AGREEMENT OF PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to satisfaction of all of the Conditions Precedent, the City agrees to purchase from CLC and CLC agrees to sell to the City the Public Lands on the Closing Date, in each case free and clear of all liens, charges and encumbrances other than the Permitted Encumbrances

2.2 Payment of Purchase Price

The Purchase Price will be paid by the City to CLC as follows

- (a) by payment of the sum of TEN DOLLARS (\$10 00), as a non-refundable deposit (which shall be retained by CLC in any event as consideration for the agreement of CLC not to revoke this Agreement prior to the date limited for satisfaction of all of the Conditions Precedent), and
- (b) the entirety of the balance of the Purchase Price will be paid by the City to CLC on the Closing Date, PROVIDED THAT if and to the extent that any Allocable Accrued Project Costs have not been incurred or quantified on the Closing Date, any such costs will be paid by the City to CLC within 15 days following the date of delivery by CLC to the City of any request therefor from time to time, together with reasonable substantiation for such request and a description of the methodology for the calculation thereof

3. DEVELOPMENT APPROVAL PROCESSES

3.1 Anticipated Development Approval Process and Schedule

The parties to this Agreement acknowledge their understanding that the development of the Lands and the completion of the transfer and sale of the Public Lands from CLC to Richmond will require the following development approval processes

- (a) recommendation by Richmond City Council to the Agricultural Land Commission of the release of the Lands from the ALR,

- (b) following release of the Lands from the ALR, development, by open, ongoing and co-operative discussion and agreement among the City, CLC and the Limited Partnership of a Comprehensive Development Plan,
- (c) the submission of an application by CLC to the City for an amendment of the OCP to permit the development and use of the Lands as contemplated in the Comprehensive Development Plan,
- (d) (unless processed in conjunction with the activities contemplated in Section 3 1(c) above) the submission of an application by CLC to the City for amendments to zoning and development bylaws of the City of Richmond to permit the development and use of the Lands for the purposes contemplated in the Comprehensive Development Plan,
- (e) the OCP Adoption,
- (f) the Rezoning Adoption,
- (g) the identification of such areas of the Lands as will comprise the Public Lands (including the TEC Lands),
- (h) the submission of applications by CLC to the City for the approval by the City of Richmond's Approving Officer (and any other relevant governmental authorities) of a Subdivision Plan for the purposes of creating the Public Lands and the Development Lands,
- (i) the negotiation, settlement and execution of a Servicing Agreement concurrently with approval of the Subdivision Plan, and
- (j) the registration of the Subdivision Plan at the Land Title Office

3.2 Covenants of Co-Operation

Without fettering the discretion of any member of Richmond City Council nor any official of the City of Richmond under any statute or at common law, CLC and the City (together with the Limited Partnership and Musqueam to the extent of their ownership and involvement in connection with the Lands) agree to employ their respective commercially-reasonable efforts to expedite and complete the development approval processes described in Section 3 1 of this Agreement, and all parties to this Agreement reconfirm the common objectives of all parties to the MOU as to the development of the Lands, including by way of the identification and transfer to the City of the Public Lands

3.3 No Development Covenant

In consideration of the agreement of the City to support and recommend the release of the Lands from the Agricultural Land Commission, CLC covenants and agrees to execute and deliver, in registrable form, the No Development Covenant for registration by the City against

the Lands on the Effective Date and following the filing for registration of any Transfer of title to the Lands from DFO to CLC pursuant to the DFO-CLC Purchase Agreement

In connection therewith, and notwithstanding anything to the contrary contained in the No Development Covenant, the City agrees to provide to CLC a registrable discharge of the No Development Covenant, without cost and promptly upon the request of CLC, if

- (a) the City breaches any of its material covenants or obligations under this Agreement and any such breach is not fully remedied by the City within 30 days following receipt of written notice thereof from CLC to the City,
- (b) the development of the Lands does not proceed by reason of a failure by the City to approve of the development of the Lands for the purposes and on the terms contemplated in the MOU or this Agreement, or
- (c) alternative terms and conditions as to the ownership, development or use of the Lands are negotiated or mediated through the alternative dispute resolution processes contemplated in the MOU, or
- (d) the transfer or dedication to the City of the "Public Lands" is completed as contemplated in this Agreement

The foregoing covenants and obligations of the City with respect to the provision of a registrable discharge of the No Development Covenant will survive any termination of this Agreement

3.4 Development Lands RFO

CLC covenants and agrees to execute and deliver, in registrable form, the Development Lands RFO for registration by the City against the Lands on the Effective Date and following the filing for registration of any Transfer of title to the Lands from DFO to CLC pursuant to the DFO-CLC Purchase Agreement

In connection therewith, and notwithstanding anything to the contrary contained in the Development Lands RFO, the City agrees to provide to CLC a registrable discharge of the Development Lands RFO, without cost and promptly upon the request of CLC, if

- (a) the City breaches any of its material covenants or obligations under this Agreement and any such breach is not fully remedied by the City within 30 days following receipt of written notice thereof from CLC to the City,
- (b) this Agreement is terminated or the development of the Lands does not proceed by reason of a failure by the City to approve of the development of the Lands for the purposes and on the terms contemplated in the MOU or this Agreement, or
- (c) alternative terms and conditions as to the ownership, development or use of the Lands are negotiated or mediated through the alternative dispute resolution processes contemplated in the MOU,

- (d) upon execution and delivery by CLC of any Servicing Agreement together with any security required thereunder to be delivered to the City as a condition of satisfaction of the Subdivision Condition

The foregoing covenants and obligations of the City with respect to the provision of a registrable discharge of the Development Lands RFO will survive any termination of this Agreement

4. CONDITIONS PRECEDENT

4.1 Richmond City Council ALR Recommendation Condition

The obligations of the City and CLC under this Agreement are subject to the Condition Precedent that, on or before December 31, 2005, Richmond City Council will have resolved (and the City will have delivered to the Agricultural Land Commission written confirmation of Richmond City Council's resolution) to recommend to the Agricultural Land Commission that the entirety of the Lands be removed from the ALR and that all notations on title to the Lands relating to its inclusion within the ALR be released

This ALR Recommendation Condition is a true condition precedent which cannot be waived by either the City nor CLC but may only be satisfied by the resolution and delivery of notice of resolution of recommendation as to such removal from the ALR as contemplated above

If the ALR Recommendation Condition is not satisfied by the date limited therefor in this Section 4 1 above, this Agreement will be null and void and of no further force or effect

4.2 ALR Release Condition

The obligations of the City and CLC under this Agreement are subject to the Condition Precedent that, on or before December 31, 2006, the Agricultural Land Commission shall have issued written confirmation of the release of the entirety of the Lands from the ALR. If either the City or CLC receives written confirmation from the Agricultural Land Commission of the release of the Lands from the ALR as contemplated above, the party so receiving such confirmation will promptly deliver written notice and evidence thereof to the other parties to this Agreement

This ALR Release Condition is a true condition precedent which cannot be waived by either the City nor CLC but may only be satisfied by the delivery of confirmation from the Agricultural Land Commission of the release of the Lands from the ALR as contemplated above

If the ALR Release Condition is not satisfied by the date limited therefor in this Section 4 2 above, this Agreement will be null and void and of no further force or effect

4.3 OCP Adoption Condition

The obligations of the City and CLC under this Agreement are subject to the Condition Precedent that, on or before that date which is three years following the date of satisfaction of the ALR Release Condition, the OCP Adoption will have been obtained

This OCP Adoption Condition is a true condition precedent which cannot be waived by either the City nor CLC but may only be satisfied by the OCP Adoption as contemplated above

If the OCP Adoption Condition is not satisfied by the date limited therefor in this Section 4 3 above, this Agreement will be null and void and of no further force or effect

4.4 Rezoning Adoption Condition

The obligations of the City and CLC under this Agreement are subject to the Condition Precedent that, on or before that date which is three years following the date of satisfaction of the ALR Release Condition, the Rezoning Adoption will have been obtained

This Rezoning Adoption Condition is a true condition precedent which cannot be waived by either the City nor CLC but may only be satisfied by the Rezoning Adoption as contemplated above

If the Rezoning Adoption Condition is not satisfied by the date limited therefor in this Section 4 4 above, this Agreement will be null and void and of no further force or effect

4 5 Subdivision Approval Condition

The obligations of the City and CLC under this Agreement are subject to the Condition Precedent that, on or before that date which is one year following the date of satisfaction of the Rezoning Adoption Condition, a Subdivision Plan creating the Public Lands as separate legal parcels (in a form approved by both the City of Richmond's Approving Officer in the exercise of his or her statutory duties under the British Columbia *Land Title Act* and City of Richmond Bylaws, and by CLC, acting in a commercially-reasonable manner) will have been signed by the City of Richmond's Approving Officer and released to CLC and accepted for deposit and registration at the Land Title Office

This Subdivision Approval Condition is a true condition precedent which cannot be waived by either the City nor CLC but may only be satisfied by the acceptance for deposit and registration of the Subdivision Plan at the Land Title Office as contemplated above

If the Subdivision Approval Condition is not satisfied by the date limited therefor in this Section 4 5 above, this Agreement will be null and void and of no further force or effect

The parties hereto acknowledge and agree that as expressly stated in Section 1(10) of the MOU, and unless otherwise agreed in connection with the approval of any Comprehensive Development Plan, the Public Lands will be scattered throughout the entirety of the Lands

4.6 Non-Satisfaction of Conditions Precedent

If and to the extent that any Condition Precedent is not satisfied on or before the dates respectively limited therefor in Sections 4 1, 4 2, 4 3 or 4 4 above

- (a) each of CLC and the City will be entitled, by delivery of written notice to all other parties to this Agreement, to extend from time to time any date limited for satisfaction of any Condition Precedent for one or more periods of time which will not, in the aggregate and together with any extensions by any other party to this Agreement, exceed two years,

- (b) if any such Condition Precedent is not satisfied on or before the dates limited therefor (as may be extended as contemplated in Section 4.6(a) above) as described above, by reason of the occurrence of any Unavoidable Delay, such date or dates will be extended by the same number of days that the opportunity to obtain satisfaction has been delayed by the occurrence of any such Unavoidable Delay, and
- (c) nothing contained in this Agreement will invalidate the provisions of Sections 1(22), 1(23) or 2(1) of the MOU, which will continue to be binding upon the parties to the MOU, including the parties to this Agreement

4.7 No Fettering of Discretion

Nothing contained in this Agreement will fetter the discretion of Richmond City Council (nor any official of the City of Richmond) to exercise any statutory or common law rights as to the exercise of discretion by Richmond City Council (or any official of the City of Richmond) whether or not to take any action or make any decision contemplated in this Agreement, PROVIDED THAT nothing contained in this Section 4.7 will be interpreted to permit the City to avoid performance of any of its obligations under this Agreement as purchaser of the Public Lands nor as vendor of the TEC/Development Lands under this Agreement

5. COMPLETION, POSSESSION, ADJUSTMENTS AND RISK

5.1 Completion

Subject to satisfaction of all of the Conditions Precedent, the completion of the sale and purchase of the Public Lands contemplated by this Agreement will occur on the Closing Date

The place of closing will, unless otherwise agreed by both the City and CLC, be the offices of the City's Solicitors in Vancouver, British Columbia

5.2 Possession

The City will have vacant possession of the Public Lands, free from all liens, charges and encumbrances, other than the Permitted Encumbrances, immediately upon completion of the sale and purchase of the Public Lands on the Closing Date

5.3 Adjustments

The City will be responsible for all taxes and other charges (if any are payable by the City in respect of the Public Lands) and will be entitled to receive all income (if any) relating to the Public Lands from and including the Closing Date. All adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Closing Date, and the payment of the Purchase Price will be adjusted accordingly

5.4 Risk

The Public Lands will be and remain at CLC's risk until the acceptance for registration of each Transfer relevant to each respective legal parcel of the Public Lands in the Land Title Office in accordance with Section 8.2 and, thereafter, at the risk of the City

5.5 Costs/Taxes

All property transfer taxes and any other fees or costs payable with respect to the registration of any Transfer will be for the account of the City. All costs of clearing any charges or encumbrances, other than the Permitted Encumbrances, will be for the account of CLC.

5.6 GST

The City represents and warrants to CLC that

- (a) the City is or will, on the Closing Date, be duly registered under Subdivision (d) of Part IX of the *Excise Tax Act* (Canada) and will provide confirmation of its registration number under such Act to CLC, and/or
- (b) the City will be responsible to pay any GST payable by the City in connection with the purchase of the Public Lands on the Closing Date and will indemnify and save harmless CLC from and against any liabilities arising in connection with any such GST.

6. VENDOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

CLC represents and warrants to the City as follows

- (a) CLC will have, and transfer to the City, good and marketable title to the Public Lands on the Closing Date, free and clear of all liens, charges and encumbrances other than the Permitted Encumbrances,
- (b) CLC has received all necessary authorizations and approvals to authorize and approve the execution and delivery of this Agreement and the completion of the sale and transfer of the Public Lands to the City, and
- (c) CLC is duly registered under Subdivision (d) of Part IX of the *Excise Tax Act* (Canada) and will provide confirmation of its registration number under such Act to the City, promptly upon receipt of written request therefor.

7 GEOTECHNICAL/ENVIRONMENTAL ISSUES

7.1 Geotechnical Issues

The City acknowledges and agrees that the Vendor has given no representations or warranties and will have no liability to the City with respect to the geotechnical condition of the Public Lands as of, and following the Closing Date

7.2 Environmental Issues

CLC represents and warrants to the City that CLC is not aware of any currently-relevant environmental assessments, studies or reports relating to the Public Lands other than the Environmental Reports (copies of which are acknowledged to have been delivered by CLC to the City prior to the Effective Date), and CLC is not aware of any information which would render the Environmental Reports incomplete or inaccurate in any material respect

In its capacity as the Purchaser of the Lands, but without fettering any discretion of any member of Richmond City Council nor any official of the City of Richmond under any statute or at common law, the City waives and releases CLC from any obligation to deliver a site profile (as contemplated in the *Environmental Management Act*, S B C , 2003, ch 53) with respect to the Public Lands

The City acknowledges and agrees that except to the extent that CLC may have released contaminants requiring remediation upon or from the Public Lands other than as disclosed in the Environmental Reports (in respect of which the City reserves all rights and remedies available to the City at law or in equity), the City will, upon satisfaction of all of the Conditions Precedent, be deemed to have accepted the environmental condition of the Public Lands and releases CLC, the Limited Partnership and Musqueam from any and all claims and liabilities in connection therewith

8. CLOSING PROCEDURES

8.1 Closing Deliveries

On or before the Closing Date

- (a) CLC will deliver to CLC's Solicitors, for delivery to the City's Solicitors
 - (i) Transfers in respect of all legal parcels comprising the Public Lands (not otherwise dedicated as roads or parks), in each case executed in registrable form,
 - (ii) the Public Lands Restrictive Covenant, duly executed by CLC, and
 - (iii) the Public Lands RFO, duly executed by CLC, and
- (b) the City will deliver to the City's Solicitors
 - (i) the Public Lands Restrictive Covenant, duly executed by the City,

- (ii) the Public Lands RFO, duly executed by the City,
- (iii) (if not previously delivered and registered) a registrable discharge of the No Development Covenant, duly executed by the City,
- (iv) (if not previously delivered and registered) a registrable discharge of the Development Lands RFO, duly executed by the City,
- (v) the adjusted cash balance of the Purchase Price, by bank draft, certified cheque or solicitor's trust cheque, and
- (vi) all other further documents and assurances as may be reasonably required to give effect to the intent and meaning of this Agreement and to the acceptance for registration of all requisite documents in the Land Title Office

8.2 Registration/Closing Procedures

On the Closing Date

- (a) the City will cause the City's Solicitors to submit all Transfers for each legal parcel of the Public Lands (not otherwise dedicated as roads or parks) for registration in the Land Title Office,
- (b) CLC will instruct CLC's Solicitors to concurrently submit the Public Lands Restrictive Covenant and the Public Lands RFO (and, as applicable, discharges of the No Development Covenant and the Development Lands RFO) for registration immediately subsequent to registration of the Transfers in the Land Title Office, PROVIDED THAT the Public Lands Restrictive Covenant and the Public Lands RFO will not be registered against title to the TEC Lands nor against any portions of the Public Lands dedicated as roads or parks,
- (c) upon the City's Solicitors conducting a search of the index maintained for each legal parcel of the Public Lands (not otherwise dedicated as roads or parks) at the Land Title Office following deposit of the Transfers, the Public Lands Restrictive Covenant and the Public Lands RFO (together with, as applicable, discharges of the No Development Covenant and the Development Lands RFO) for registration, confirming that the Transfers, the Public Lands Restrictive Covenant and the Public Lands RFO (together with, as applicable, discharges of the No Development Covenant and the Development Lands RFO) have been accepted for registration and indicating that upon completion of registration of such documentation, indefeasible title to each legal parcel of the Public Lands (not otherwise dedicated as roads or parks) will be issued in the normal course of Land Title Office practice in the name of the City, subject only to the Permitted Encumbrances, then
 - (i) the adjusted cash balance of the Purchase Price will be delivered by the City's Solicitors to CLC, in care of CLC's Solicitors, and

- (ii) any documents held in escrow will immediately be released to the parties intended to receive the same

8.3 Tender

Any tender of documents or money may be made upon the respective solicitors for the parties and that it will be sufficient to tender a solicitor's trust cheque or a bank draft or a cheque drawn on the general account of the City, rather than cash

9. ROAD DEDICATIONS AND SERVICING OBLIGATIONS

9.1 Road Dedications/Construction

The parties hereto acknowledge and agree that

- (a) to the extent that any dedications of or construction of improvements to any Perimeter Roads are required by the City or any other governmental authority, the party which is intended, immediately following the Closing Date, to become the owner of any of the Lands fronting upon such Perimeter Roads will be responsible to dedicate any such Perimeter Roads and to pay all costs of construction of improvements to any such Perimeter Roads which respectively front on any such parcel or parcels of lands owned or to be owned by such party, as applicable,
- (b) the City and CLC will dedicate equally (or permit or consent to be dedicated) any portions of the Lands required for the purposes of creation of any Common Roads and will share equally any costs incurred in connection with the construction of improvements to and servicing of any Common Roads,
- (c) the City will be responsible for any dedications or costs of improvements or servicing of any Internal Roads within or fronting upon and providing exclusive access to the Public Lands,
- (d) CLC will be responsible for any dedications or costs of improvements or servicing of any Internal Roads within or fronting upon and providing exclusive access to the Development Lands,
- (e) notwithstanding Section 9.1(d) above, CLC will be responsible to dedicate from the Development Lands any Development Lands Park Roads, but the cost of construction of any improvements to or any servicing of any Development Lands Park Roads will be shared equally by CLC and the City, and
- (f) notwithstanding any termination of this Agreement, the principles enunciated in this Section 9.1 will survive and guide the requirements of the City with respect to the future development of the Lands as contemplated in Section 1(b) of the No Development Covenant, provided that such principles will terminate at such time as the City is no longer entitled to have transferred to it the Public Lands in the manner contemplated in the MOU

9.2 Park Dedications

For greater certainty and in confirmation of the agreement of the City in the MOU, the City acknowledges and agrees that except in respect of its obligations to transfer the Public Lands as contemplated in this Agreement, in no event will the City be entitled to require and CLC (on behalf of itself and the Limited Partnership) will not be required to dedicate more than 5% of the total area of the Development Lands (which total area will be calculated inclusive of any areas of Perimeter Roads fronting upon the Development Lands, 50% of the area of Common Roads and the areas of any Internal Roads), or (in the sole discretion of the City) to require CLC to provide cash in lieu of any such dedication, or any combination thereof

The parties hereto acknowledge and agree that it is their intention as of the Execution Date that the City will not require any portions of the Development Lands (other than Development Lands Parks) to be exclusively reserved or restricted for public uses in the nature of public parks or open space

The provisions of this Section 9.2 will survive the transfer of the Public Lands to the City and enure to the benefit of CLC (on behalf of CLC and the Limited Partnership) and any successor in title to all or any portion of the Development Lands from CLC

9.3 Servicing Costs

Without modifying the provisions of Section 9.1, the parties to this Agreement acknowledge and agree that

- (a) CLC (in its capacity as trustee for CLC and the Limited Partnership) will be solely responsible to pay all costs of design, provision, construction, installation, extension or upgrading of Off-Site Services to the Off-Site Services Connection Locations as may be required by the City of Richmond's Approving Officer in accordance with any Servicing Agreement, PROVIDED ALWAYS THAT nothing herein contained will preclude CLC from obtaining the benefits of or credits under any Development Cost Charges bylaws or policies of the City of Richmond in connection with the extension of any Off-Site Services to any Off-Site Services Connection Locations,
- (b) the City will be solely responsible for all costs of extension of any services from any Off-Site Services Connection Locations as may be required to exclusively service the Public Lands,
- (c) CLC will be solely responsible for all costs of extension of any services from any Off-Site Services Connection Locations as may be required to exclusively service the Development Lands,
- (d) if and to the extent that the City and CLC agree (each acting in a commercially-reasonable manner) to design, construct and install common servicing works from any Off-Site Services Connection Location to serve parcels of both the Development Lands and the Public Lands, any and all costs thereof will be allocated between and shared by the City and CLC on an equitable basis,

recognizing the required capacities and lengths of any such common servicing works in connection with the services to be provided to any such Development Lands or Public Lands

10 TEC LANDS

10.1 Current Intentions of City regarding TEC Lands

The City represents and warrants (and the other parties to this Agreement acknowledge) that it is the intention of the City, as of the Effective Date, to create and develop the TEC Lands for the development, construction and use of the TEC

In connection therewith, it is intended that the Comprehensive Development Plan will include the development, construction and use of the TEC Lands for the TEC, and the servicing of the TEC Lands will be designed in anticipation thereof

The parties hereto acknowledge and agree that it is their common intention that through the development and approval of the Comprehensive Development Plan the parties will also identify and agree upon the possible locations and configurations of the TEC/Development Land and the remainder of the TEC Lands for the purposes of the equitable application of Section 10.3 of this Agreement

10.2 Alternative Use and Development of TEC Lands

If the City, in its sole and unfettered discretion, determines that it will not develop and construct the TEC upon the TEC Lands, the City will deliver written notice thereof to CLC (and to Musqueam) promptly following any such determination by the City

Unless the City delivers written notice to CLC (and to Musqueam) on or before the first anniversary of the Closing Date that the City will proceed with the development and construction of the TEC upon the TEC Lands, or if following delivery of such written notice to CLC (and to Musqueam) by the City, the City subsequently determines not to proceed with the development and construction of the TEC upon the TEC Lands or if the City suspends or abandons the development and construction of the TEC upon the TEC Lands for more than 180 days in the aggregate, then, in each such instance, the following provisions shall apply

- (a) for a period of six calendar months following
 - (i) the earlier of
 - (A) the date upon which the City may deliver written notice to CLC (and to Musqueam) that the City has determined not to develop and construct the TEC upon the TEC Lands, or
 - (B) (if no written notice has then been delivered by the City to CLC and Musqueam that the City has determined not to develop and construct the TEC upon the TEC Lands) the first anniversary of the Closing Date, or

- (ii) (if written notice has been delivered to CLC and to Musqueam by the City that the City will proceed with the development and construction of the TEC upon the TEC Lands, but the City later determines not to proceed) the date upon which the City delivers written notice thereof to CLC (and to Musqueam) of such determination not to proceed, or
- (iii) (if written notice has been delivered to CLC and to Musqueam by the City that the City will proceed with the development and construction of the TEC upon the TEC Lands but the City later determines not to proceed and if written notice not to proceed has not been delivered by the City to CLC and to Musqueam) 30 days following the date upon which CLC delivers written notice to the City (on behalf of CLC and Musqueam) stating that CLC and Musqueam have observed or otherwise determined that the City has not proceeded with the development and construction of the TEC upon the TEC Lands, unless within such 30-day period the City delivers written notice to CLC (and to Musqueam) confirming that the City has not determined not to proceed and that the City *bona fide* intends to proceed with the development and construction of the TEC upon the TEC Lands, or
- (iv) (if written notice has been delivered to CLC and to Musqueam by the City that the City will proceed with the development and construction of the TEC upon the TEC Lands but the City later suspends or abandons such development) the date upon which the City delivers written notice to CLC (and to Musqueam) of the decision of the City to suspend or abandon the development and construction of the TEC upon the TEC Lands, or
- (v) (if written notice has been delivered to CLC and to Musqueam by the City that the City will proceed with the development and construction of the TEC upon the TEC Lands but the City later suspends or abandons such development and if the City has not delivered written notice of such suspension or abandonment to CLC and to Musqueam) 30 days following the date upon which CLC and Musqueam may deliver written notice to the City that CLC and Musqueam have observed or otherwise determined that the City has apparently suspended or abandoned the development and construction of the TEC upon the TEC Lands and such suspension or abandonment has continued for more than 180 days in the aggregate, unless within such 30-day period the City delivers written notice to CLC (and to Musqueam) confirming that the City has not suspended or abandoned the development and construction of the TEC upon the TEC Lands and that the City *bona fide* intends to proceed with the development and construction of the TEC upon the TEC Lands,

the City, CLC and Musqueam will enter into *bona fide* negotiations to determine the feasibility and the desire of each of such parties to participate in the development and sale of the TEC Lands for uses other than the development,

construction and operation of a TEC, and in connection therewith, the terms of a TEC Joint Venture Agreement,

- (b) if a TEC Joint Venture Agreement is settled and executed by the City, CLC and Musqueam as contemplated in Section 10 2(a) above, the terms of such TEC Joint Venture Agreement will govern the future ownership and use of the TEC Lands, and
- (c) if no TEC Joint Venture Agreement is settled and executed among the City, CLC and Musqueam within the time period contemplated in Section 10 2(a) above, then CLC and Musqueam may elect, at any time up to the 60th day following the earlier of
 - (i) the date upon which the City, CLC and Musqueam agree that they will not enter into a TEC Joint Venture Agreement, or
 - (ii) the expiry of the time period set out in Section 10 2(a),

to deliver a TEC/Development Lands Purchase Notice to the City that CLC (on behalf of CLC and Musqueam) have elected to purchase the TEC/Development Lands on the terms and conditions set out in Section 10 3

10 3 Sale and Transfer of TEC/Development Lands

If a TEC/Development Lands Purchase Notice is delivered as contemplated in Section 10 2(c), the following provisions shall apply

- (a) the City will sell to CLC (on behalf of CLC and Musqueam) and CLC (on behalf of CLC and Musqueam) will purchase the TEC/Development Lands for the TEC/Development Lands Purchase Price on the TEC/Development Lands Closing Date, free and clear of all liens, charges and encumbrances other than any of the Permitted Encumbrances specifically referable to the TEC/Development Lands,
- (b) if the TEC/Development Lands have not been subdivided as a separate legal parcel from the balance of the TEC Lands, the City will be solely responsible to apply for and obtain the approval and registration of any requisite Subdivision Plan as soon as practicably possible,
- (c) to facilitate the preparation and approval of any Subdivision Plan required to create the TEC/Development Lands as a separate legal parcel, the City, CLC and Musqueam will endeavour (through the preparation, negotiation and approval of any Comprehensive Development Plan and any Subdivision Plan required to identify the Public Lands) identify and approve, each acting in a commercially-reasonable manner, the location and dimensions of the TEC/Development Lands for the purposes of the sale and purchase thereof as contemplated in this Article 10, PROVIDED ALWAYS THAT the City, CLC and Musqueam will endeavour to ensure that the area of the TEC/Development

Lands equals 50% of the aggregate area of the TEC Lands in a single contiguous parcel, with dimensions and frontage consistent with optimal land use planning to permit the feasible future commercial or residential development thereof by CLC and Musqueam if the TEC/Development Lands are purchased by CLC and Musqueam as contemplated herein, and

- (d) procedures for completion of the sale and purchase of the TEC/Development Lands by CLC as contemplated in this Section 10.3 (including, without limitation, with respect to the preparation, execution, delivery and registration of transfer documentation, adjustments (providing for payment of real property taxes by CLC and Musqueam following the TEC/Development Lands Closing Date) and payment of the TEC/Development Lands Purchase Price on the TEC/Development Lands Closing Date) will be consistent with the closing procedures and requirements set out in this Agreement with respect to the sale and transfer of the Public Lands, *mutatis mutandis*

11. LIMITED PARTNERSHIP/MUSQUEAM ACKNOWLEDGMENTS

11.1 Musqueam Direction

Musqueam confirms to the City Musqueam's approval and irrevocable direction to CLC that any and all beneficial interests in and the Lands contemplated in the MOU to be transferred to Musqueam shall, as of the Effective Date, be held by CLC on behalf of and for the benefit of the Limited Partnership.

11.2 Musqueam and Limited Partnership Consents

Musqueam and the Limited Partnership represent and warrant to the City and acknowledge and agree with CLC and the City as follows

- (a) subject to satisfaction of all Conditions Precedent and performance by the City of its obligations under this Agreement, CLC will be entitled, as trustee of the beneficial interests of the Limited Partnership in and to the Lands, to complete the transfer of the Public Lands to the City as contemplated in this Agreement, and
- (b) no approvals, consents or other authorizations will be required from Musqueam as to any matters relating to the Lands under or in connection with the *Indian Act* or the *First Nations Land Management Act* until any portions of the Lands are transferred to Musqueam as "Musqueam Lands" as contemplated in the MOU

11.3 Limitation and Liabilities of Musqueam and Limited Partnership

The City and CLC acknowledge and agree that neither Musqueam nor the Limited Partnership will have any liabilities under this Agreement or in connection with the Lands, except

- (a) in respect of the representations, warranties and acknowledgments set out in Sections 11.1 and 11.2 of this Agreement, and

- (b) (to the extent applicable pursuant to City bylaws and policies) in respect of the future use and development of any portions of the Development Lands which may be transferred to Musqueam as Musqueam Lands as contemplated in the MOU

12. MISCELLANEOUS PROVISIONS

12.1 Survival of Representation and Warranties

All representations, warranties, guarantees, promises and agreements respectively made by the parties will survive the Closing Date and the transfer of the Public Lands to the City

12.2 Notices

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or transmitted by telefax as follows

- (a) if to CLC

CANADA LANDS COMPANY CLC LIMITED
2000 - 666 Burrard Street
Vancouver, British Columbia
V6E 2X8

Attention Mr Doug Avis, Director, Sales and Acquisitions
Fax No (604) 775-7018

with a concurrent copy to CLC's Solicitors at

BULL, HOUSSER & TUPPER LLP
Barristers and Solicitors
3000 - 1055 West Georgia Street
Vancouver, British Columbia
V6E 3R3

Attention Mr Larry R Sandrin
Fax No (604) 641-2696,

- (b) if to the City

CITY OF RICHMOND
6911 No 3 Road
Richmond, British Columbia
V6Y 2C4

Attention Ms Phyllis Carlyle, City Solicitor
Fax No (604) 278-5139

with a concurrent copy to the City's Solicitors at

LANG MICHENER LLP
1500 - 1055 West Georgia Street
Vancouver, British Columbia
V6E 4N7

Attention Mr Anthony H S Knight
Fax No (604) 685-7084, and

(c) if to the Limited Partnership or Musqueam

GARDEN CITY VENTURES LIMITED PARTNERSHIP
c/o Musqueam Indian Band
6735 Salish Drive
Vancouver, British Columbia
V6N 4C4

Attention Chief Ernie Campbell
Fax No (604) 263-4212,

with a concurrent copy to Musqueam's Solicitors at

RATCLIFF & COMPANY
500 - 221 Esplanade West
North Vancouver, British Columbia
V7M 3J3

Attention Mr James I Reynolds
Fax No (604) 988-1452,

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the first Business Day next following the day of delivery or transmittal.

12.3 Binding Effect

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.

12.4 Time of the Essence

Time, where mentioned in this Agreement, will be of the essence.

12.5 Further Assurances

Both before and after the Closing Date, the parties hereto will execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the full meaning and intent of this Agreement.

12.6 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia

12.7 Unavoidable Delay

If an event of Unavoidable Delay occurs or is likely to occur, the party affected thereby will promptly notify the other of the particulars of the relevant event or circumstances and, if reasonably possible, supply supporting evidence. The party so affected will use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the party affected) and to resume, with the least possible delay, its compliance with its respective duties, covenants and obligations under this Agreement. Neither CLC nor the City will be liable to the other for any delay, interruption or failure in the performance of its respective duties, covenants or obligations hereunder if caused by an event of Unavoidable Delay, and the date limited for the performance of any such duties, covenants or obligations hereunder will be postponed for a period equal to the delay occasioned by any such event of Unavoidable Delay.

12.8 Dispute Resolution Procedures

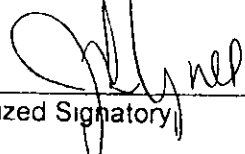
If any dispute arises between the City and CLC (in its capacity as trustee for CLC and the Limited Partnership) with respect to the subject matter of this Agreement, then, without fettering the discretion of any such party as to the resolution of the issues in dispute

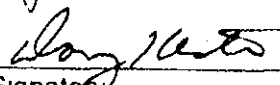
- (a) promptly at the request of any party to this Agreement, the parties to this Agreement will meet to discuss the renegotiation of any understandings, arrangements or agreements between or among them with respect to the Lands in order to give effect to the spirit of this Agreement, to the extent possible, in the circumstances then existing; and

- (b) if the parties to any such dispute are unable to resolve the dispute through negotiation as contemplated in Section 12 8(a) above, the parties to the dispute may seek the assistance of any independent and experienced party (reasonably proposed by any party to such dispute) to mediate any such issues in dispute, in which case all costs of the mediation will be shared equally by the parties participating in any such mediation

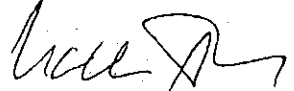
IN WITNESS WHEREOF, the parties hereto have executed this Agreement with effect as of the Effective Date

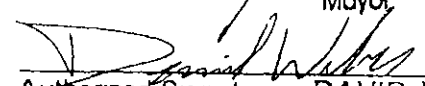
CANADA LANDS COMPANY CLC LIMITED

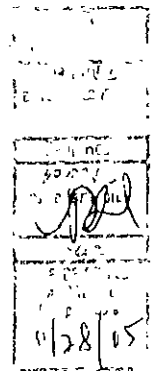
Per 
 Authorized Signatory


 Authorized Signatory

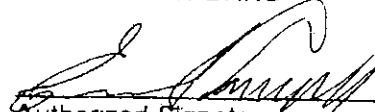
THE CITY OF RICHMOND

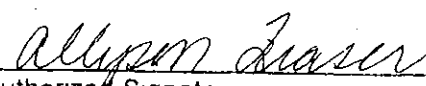
Per 
 Authorized Signatory MALCOLM D BRODIE
 Mayor


 Authorized Signatory DAVID WEBER
 Corporate Officer



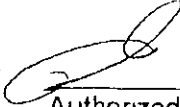
MUSQUEAM INDIAN BAND

Per 
 Authorized Signatory


 Authorized Signatory

**GARDEN CITY VENTURES LIMITED
PARTNERSHIP by its General Partner,
GARDEN CITY VENTURES LIMITED**

Per



Authorized Signatory



Authorized Signatory

ATTACHMENTS

Schedule A	Form of Public Lands Restrictive Covenant
Schedule B	Form of Public Lands RFO
Schedule C	Form of Development Lands RFO
Schedule D	Form of No Development Covenant

SCHEDULE A
FORM OF PUBLIC LANDS RESTRICTIVE COVENANT

FORM C

(Section 219 81)

APPROVED FORM OF PUBLIC LANDS RESTRICTIVE COVENANT

Province of
British Columbia

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

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

BULL, HOUSSEY & TUPPER LLP, Barristers & Solicitors, 3000 - 1055 West Georgia Street,
Vancouver, British Columbia, V6E 3R3 604 687 6575 (File No 03-3579) (Public Lands R/C)
LTO Client No 11299

Per _____
LARRY R SANDRIN, Solicitor

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

[DRAFTING NOTE INSERT APPROPRIATE LEGAL DESCRIPTIONS FOR EACH TITLED
PARCEL OF LANDS COMPRISING THE PUBLIC LANDS EXCLUDING THE TEC LANDS AND
ANY LANDS WHICH ARE TRANSFERRED TO THE CITY BY WAY OF DEDICATION]

3 NATURE OF INTEREST *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Restrictive Covenant

Entire Instrument

Registered Owner of
[DRAFTING NOTE CLC TO
ESTABLISH APPROPRIATE
PARCELS AS THE "CLC LANDS"
FOR THE PURPOSES OF THIS
RESTRICTIVE COVENANT]

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

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

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

5 TRANSFEROR(S) *

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4

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

CANADA LANDS COMPANY CLC LIMITED, (Incorporation No A47912), Suite 2000, 666 Burrard
Street, Vancouver, British Columbia, V6C 2X8

7 ADDITIONAL OR MODIFIED TERMS *

N/A

GENERAL INSTRUMENT

8 EXECUTION(S) ** This instrument creates, assigns, modifies, enlarges, discharges, or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any

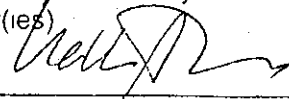
Officer Signature(s)

EXECUTION DATE

Transferor Signature

Y	M	D

CITY OF RICHMOND by its authorized signatory(ies)



Name MALCOLM D BRODIE
Mayor

Name DAVID WEBER
Corporate Officer

Transferee Signature

CANADA LANDS COMPANY CLC LIMITED by its authorized signatory

Name

11/28/05

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

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

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

TERMS OF INSTRUMENT – PART 2

PUBLIC LANDS RESTRICTIVE COVENANT

This Agreement, made with effect as of the Effective Date (herein defined),

BETWEEN

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British
Columbia, V6Y 2C4.

(the "City")

AND

CANADA LANDS COMPANY CLC LIMITED, (Incorporation
No A47912), Suite 2000, 666 Burrard Street, Vancouver, British
Columbia, V6C 2X8

("CLC")

WITNESSES THAT WHEREAS

- A Terms employed in these Recitals and defined in this Agreement will have the meanings respectively ascribed to them in Section 1 1,
- B CLC is the registered owner of the CLC Lands,
- C The City is the registered owner of the Public Lands,
- D The City has purchased the Public Lands from CLC, and
- E As a term and condition of the sale of the Public Lands, the City agreed to grant to CLC the Restrictive Covenant as an appurtenance to the ownership of the CLC Lands,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10 00) now paid by each of the parties to the other (the receipt and sufficiency of are hereby acknowledged), the parties hereto hereby covenant, acknowledge and agree as follows

ARTICLE 1 - PUBLIC LANDS RESTRICTIVE COVENANT

1 1 Definitions

For the purposes of this Agreement, the following terms will have the meanings respectively ascribed to them

- (a) **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia,
- (b) **"CLC Lands"** means those lands legally described under the heading "Person Entitled to Interest" in Section 3 of Part 1 of this General Instrument,
- (c) **"Effective Date"** means _____, 20____ [DRAFTING NOTE INSERT THE DATE OF THE TRANSFER OF THE PUBLIC LANDS BY CLC TO THE CITY]
- (d) **"Land Title Office"** means the Vancouver/New Westminster Land Title Office or such other land title office in which title to the Public Lands may be registered at any time relevant to this Agreement,
- (e) **"Public Lands"** means those lands and premises legally described in Section 2 of Part 1 of this General Instrument, and
- (f) **"Public Purposes"** means any use of the Public Lands for public park or other public amenities including, without limitation, for the development, construction and operation of land, facilities or amenities that are open to, shared by, or that are for the benefit of, the general public or that provide or afford a public service or services thereupon, PROVIDED THAT, for greater certainty, Public Purposes shall not include any commercial or residential use or development of the Public Lands which is not reasonably ancillary to the public uses, facilities, services or amenities described above, and
- (g) **"Restrictive Covenant"** means the restrictive covenant contained in Section 1.2

1.2 Private Restrictive Covenant - Restrictions on Use of Public Lands

The City, as the registered and beneficial owner of the Public Lands, hereby covenants and agrees with CLC, as an appurtenance to the ownership and for the benefit of the CLC Lands, that the City will not use or permit any portion of the Public Lands to be used for any purpose other than Public Purposes unless CLC, in its sole and unfettered discretion, otherwise approves in writing

1.3 Partial Discharge of Restrictive Covenant

The City acknowledges and agrees that CLC has reserved and will have the benefit of the right, exercisable at any time and without the consent of the City, to discharge the benefit of the Restrictive Covenant from all or any portion of the CLC Lands for which the appurtenance of the Restrictive Covenant has been registered

If CLC so requests or if the Land Title Office so requires, the City agrees to execute and deliver to CLC, without cost or condition, a modification of this Agreement to give effect to such partial discharge in a form acceptable for registration at the Land Title Office

1.4 Restrictive Covenant Runs with Public Lands

The Restrictive Covenant will be appurtenant to the ownership, and for the benefit, of the CLC Lands and will charge and be a burden upon and run with the Public Lands

ARTICLE 2 - REMEDIES

2.1 Injunctive and Other Remedies

In the event of a breach by the City of the Restrictive Covenant or other obligation under this Agreement, CLC will be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach

In connection therewith, the City acknowledges the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by any other available legal and equitable remedies from the consequences of such breach

Any action taken or document executed in violation of this Agreement by the City will be void and may be set aside upon the petition of CLC. Any costs and expenses of any such proceeding, including solicitors' fees in a reasonable amount, will be paid by the City and will constitute a lien against the Public Lands and any improvements thereon, until paid

2.2 Non-Waiver

No delay or omission by CLC in the exercise of any right accruing upon any default by the City will impair such right or be construed to be a waiver thereof, and any such right may be exercised at any time during the continuance of such default

A waiver by CLC of a breach of, or a default in, any of the terms and conditions of this Agreement by the City will not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement and, except as otherwise specifically provided in this Agreement

- (a) no remedy available to CLC provided in this Agreement will be exclusive but each remedy will be cumulative with all other remedies provided in this Agreement, and
- (b) all remedies at law or in equity will be available to CLC

2.3 Dispute Resolution

Any dispute between CLC and the City as to this Agreement may be litigated under the provisions of any simplified procedure for court determination of disputes applicable under the laws of the Province of British Columbia, if appropriate and available, or, with the mutual agreement of CLC and the City, may be submitted to arbitration under the *Commercial Arbitration Act* of British Columbia, R.S.B.C., 1996, Chapter 54 (as amended from time to time and any legislation enacted in substitution therefor or in *pari materia* therewith)

In either of which events, all parties will join in a request for expediting the disposition of any proceeding brought to resolve the dispute

If, with the mutual agreement of CLC and the City, a dispute under or in connection with this Agreement is submitted to arbitration, the dispute thereunder will be finally and conclusively determined by a single arbitrator appointed and acting in accordance with the following

- (a) either CLC or the City may deliver written notice to the other of the proposed appointment of an arbitrator to be named in such notice,
- (b) the party in receipt of a notice of the proposed appointment of an arbitrator as aforesaid will, within seven (7) days from the date of receiving the notice, approve of such proposed appointment or give notice of its reasons for the refusal of the approval of such appointment to the other party,
- (c) if the party receiving notice of the appointment of any proposed arbitrator refuses to approve such appointment and deliver reasons for such refusal as aforesaid, within the time limited therefor under the preceding subsection (b), the party which has proposed the appointment of an arbitrator may apply to a Judge of the Supreme Court of British Columbia to appoint or approve the appointment of an arbitrator for the purposes of resolution of any matter then in dispute between the parties,
- (d) any arbitrator appointed with the approval of both parties, or by a Judge of the Supreme Court, will have the power to obtain the assistance, advice, or opinion of such any architect, surveyor, appraiser, valuer or other expert as such arbitrator may think fit and will have the discretion to act upon any assistance, advice or opinion so obtained,
- (e) the arbitration award may include an award of costs and interest and, notwithstanding the provisions of the *Commercial Arbitration Act*, the amount of costs will not be limited to the scale of rate provided in the *Commercial Arbitration Act*, PROVIDED THAT if the arbitration award does not include an award of costs, the cost of the arbitration will be shared equally by CLC and the City
- (f) any arbitration award as contemplated in this Section 2 3 will be final, conclusive and binding for all purposes upon all parties to such dispute, and
- (g) each of CLC and the City will promptly do all acts and things and execute all deeds and instruments necessary to give effect to any arbitration award

ARTICLE 3 - EFFECT OF INSTRUMENT

3 1 Binding Effect

Every agreement, covenant, promise, undertaking, condition, right, privilege and restriction made, granted or assumed, as the case may be, by the City is made by the City not only

personally for the benefit of CLC but also for the benefit of the CLC Lands (and any other lands with which the CLC Lands may be consolidated) and will constitute equitable servitude on the Public Lands and any other lands with which the Public Lands may be consolidated

All of the provisions of this Agreement will be covenants running with the respective parcels of land involved. Any transferee of any part of the Public Lands will automatically be deemed, by acceptance of the title to any relevant portion of or interest in the Public Lands, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in the Public Lands and to have agreed with the then-registered owner of the CLC Lands to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, and the transferor will upon the completion of such transfer be relieved of all further liability under this Agreement with respect to the interest so conveyed, except liability with respect to matters that may have arisen during its period of ownership of the Public Lands so conveyed that remain unsatisfied

ARTICLE 4 - NOTICES

4.1 Notices

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or telecopied and addressed to the parties as follows

To the City

CITY OF RICHMOND
6911 No 3 Road
Richmond, British Columbia
V6Y 2C4

Attention: City Solicitor

Fax (604) 278-5139

To CLC

CANADA LANDS COMPANY CLC LIMITED
Suite 2000, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: Mr. Doug Avis, Director, Sales and Acquisitions

Fax (604) 775-7018,

with a concurrent copy to

MUSQUEAM INDIAN BAND
6735 Salish Drive
Vancouver, British Columbia
V6N 4C4

Attention Chief Ernie Campbell

Fax (604) 263-4212,

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by fax.

4.2 The date of receipt of any such notice or communication will be deemed to be the date of delivery if delivered on a Business Day in the place of the recipient, and if otherwise delivered, including by fax transmission, on the next Business Day following the date of such delivery or, as applicable, following a receipted fax transmission if sent by fax.

4.3 Any party may at any time give notice in writing to the others of any change of address of the party giving such notice to be given in the manner aforesaid, and from and after giving such notice, the address therein specified will be deemed to be the address of such party for the giving of such notice.

ARTICLE 5 - MISCELLANEOUS

5.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

5.2 The Articles and Section headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in any construction or interpretation of this Agreement or any part hereof.

5.3 Nothing in this Agreement will be construed to make CLC and the City partners or joint venturers nor render either of CLC nor the City liable for the debts or obligations of the other.

5.4 This Agreement will be binding upon and enure to the benefit of CLC and the City and their respective successors in title to the CLC Lands and/or the Public Lands, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of the Form C General Instrument – Part 1, with effect as of the Effective Date.

END OF DOCUMENT

SCHEDULE B
FORM OF PUBLIC LANDS RFO

FORM C

(Section 233)

APPROVED FORM OF PUBLIC LANDS RFO

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

PAGE 1 of 7 pages

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

BULL, HOUSSER & TUPPER LLP, Barristers & Solicitors, 3000 - 1055 West Georgia Street,
Vancouver, British Columbia, V6E 3R3 604 687 6575 (File No 03-3579) (Public Lands RFO)
LTO Client No 11299

Per

LARRY R SANDRIN, Solicitor

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

[DRAFTING NOTE INSERT APPROPRIATE LEGAL DESCRIPTIONS FOR EACH TITLED
PARCEL OF LANDS COMPRISING THE PUBLIC LANDS EXCLUDING THE TEC LANDS AND ANY
LANDS WHICH ARE TRANSFERRED TO THE CITY BY WAY OF DEDICATION]

3 NATURE OF INTEREST *
DESCRIPTIONDOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Right of First Refusal to Purchase

Entire Instrument

Transferee

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

(a) Filed Standard Charge Terms

DF Number

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

5 TRANSFEROR(S) *

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4

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

CANADA LANDS COMPANY CLC LIMITED, (Incorporation No A47912), Suite 2000, 666 Burrard Street,
Vancouver, British Columbia, V6C 2X8

7 ADDITIONAL OR MODIFIED TERMS *

N/A

8 EXECUTION(S) ** This instrument creates, assigns, modifies, enlarges, discharges, or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any

Officer Signature(s)

EXECUTION DATE

Transferor(s) Signature(s)

Y	M	D

CITY OF RICHMOND by its authorized signatory

Malcolm D Brodie

Name
MALCOLM D BRODIE
Mayor

David Weber

Name
DAVID WEBER
Corporate Officer

FC
APR
11/28/05

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

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

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

Officer Signature(s)

EXECUTION DATE

Y	M	D

Transferee Signature(s)

CANADA LANDS COMPANY CLC
LIMITED by its authorized signatory

Name

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

PUBLIC LANDS RFO

This Agreement, made with effect as of the Effective Date (herein defined),

BETWEEN

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British
Columbia, V6Y 2C4

(the "City")

AND

CANADA LANDS COMPANY CLC LIMITED, (Incorporation
No A47912), Suite 2000, 666 Burrard Street, Vancouver, British
Columbia, V6C 2X8

("CLC")

WITNESSES THAT WHEREAS

- A Terms employed in these Recitals and defined in this Agreement will have the meanings respectively ascribed to them in Section 1.1,
- B CLC is the registered owner of the CLC Lands,
- C The City is the registered owner of the Public Lands,
- D The City has purchased the Public Lands from CLC, and
- E As a term and condition of the sale of the Public Lands, the City agreed to grant to CLC the Right of First Refusal, as set out herein,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$1 00 of lawful money of Canada now paid by CLC to the City and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows

ARTICLE 1 - PUBLIC LANDS RIGHT OF FIRST REFUSAL

1.1 Definitions

For the purposes of this Agreement, the following terms will have the meanings respectively ascribed to them

- (a) **"Accepting Notice"** will have the meaning ascribed thereto in Section 1.2(b),
- (b) **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia,
- (c) **"Effective Date"** means _____, 20____ [DRAFTING NOTE INSERT THE DATE OF THE TRANSFER OF THE PUBLIC LANDS BY CLC TO THE CITY]
- (d) **"Land Title Office"** means the Vancouver/New Westminster Land Title Office or such other land title office in which title to the Public Lands may be registered at any time relevant to this Agreement,
- (e) **"Offered Interest"** will have the meaning ascribed thereto in Section 1.2(a),
- (f) **"Offering Notice"** will have the meaning ascribed thereto in Section 2.1(a),
- (g) **"Public Lands"** means those lands and premises legally described in Section 2 of Part 1 of this General Instrument,
- (h) **"Purchase Agreement"** will have the meaning ascribed thereto in Section 1.2(c), and
- (i) **"Right of First Refusal"** means the right of first refusal contained in Section 1.2

1.2 Right of First Refusal

The City hereby grants to CLC a right of first refusal to acquire the Public Lands on the following terms and conditions

- (a) if, at any time from time to time after the Effective Date the City proposes to sell or convey any interest in any portion of the Public Lands (an **"Offered Interest"**), the City shall, prior to offering or agreeing to sell any Offered Interest to any other party, provide to CLC written notice (an **"Offering Notice"**) of the City's intention to sell the Offered Interest
- (b) CLC will have a period of 20 Business Days from the date of receipt of any Offering Notice to deliver written notice (a **"Accepting Notice"**) to the City confirming that CLC is interested in the prospect of acquiring the Offered Interest from the City,

- (c) the City and CLC will, for a period of 20 Business Days following the receipt by the City of an Accepting Notice, engage in diligent and *bona fide* discussions to enter into an agreement (a "**Purchase Agreement**") under which CLC will acquire and the City will sell to CLC the Offered Interest, PROVIDED THAT both CLC and the City may determine, in their respective sole and unfettered discretion, whether or not to enter into a Purchase Agreement,
- (d) if a Purchase Agreement is not settled and executed by the City and CLC by the end of such 20 Business Day period (or such longer period as may be agreed between the City and CLC), then the City will be free to sell the Offered Interest to any party other than CLC at a price and upon terms which, considered on a collective basis, are not more favourable to such third party than those last offered by the City to CLC, PROVIDED THAT if the price and terms and upon which the Offered Interest is proposed to be sold to any third party are more favourable than those last offered by the City to CLC, the City will not enter into any agreement for the sale of the Offered Interest to any third party without again complying with the provisions of Sections 1 2(a), (b) and (c) above, and
- (e) if the Offered Interest is sold by the City to any third party in accordance with the foregoing provisions of this Section 1 2, CLC will, promptly upon request from and without cost to the City, execute and deliver to the City a registrable release of the Right of First Refusal to permit the City to complete the sale of the Offered Interest to such third party

2 TIME OF THE ESSENCE

Time, where mentioned in this Agreement, will be of the essence

ARTICLE 3 - NOTICES

3.1 Notices

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or telecopied and addressed to the parties as follows

To the City

CITY OF RICHMOND
6911 No 3 Road
Richmond, British Columbia
V6Y 2C4

Attention City Solicitor

Fax (604) 278-5139

To CLC

CANADA LANDS COMPANY CLC LIMITED

Suite 2000, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention Mr. Doug Avis, Director, Sales and Acquisitions

Fax (604) 775-7018,

with a concurrent copy to

MUSQUEAM INDIAN BAND

6735 Salish Drive
Vancouver, British Columbia
V6N 4C4

Attention Chief Ernie Campbell

Fax (604) 263-4212,

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by fax.

3.2 The date of receipt of any such notice or communication will be deemed to be the date of delivery if delivered on a Business Day in the place of the recipient, and if otherwise delivered, including by fax transmission, on the next Business Day following the date of such delivery or, as applicable, following a receipted fax transmission if sent by fax.

3.3 Any party may at any time give notice in writing to the others of any change of address of the party giving such notice to be given in the manner aforesaid, and from and after giving such notice, the address therein specified will be deemed to be the address of such party for the giving of such notice.

4 ENUREMENT

This Agreement will be binding upon and enure to the benefit of CLC and the City and their respective successors and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have caused these Terms of Instrument to be executed in Item 8 of Form C, Part 1 to these Terms of Instrument.

END OF DOCUMENT

SCHEDULE C
FORM OF DEVELOPMENT LANDS RFO

Province of
British Columbia

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

PAGE 1 of 8 pages

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

LANG MICHENER LLP, Barristers & Solicitors, 1500 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7 604 687 6575 (File No 57467-1) (Development Lands RFO) LTO Client No 11843

Per

ANTHONY H S KNIGHT, Solicitor

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

024-741-418

Section 3 Block 4 North Range 6 West NWD Except Firstly Plan with Fee 5758F Secondly Plan with Fee 5759F Thirdly Part Subdivided by Plan 24067 Fourthly Parcel D (Bylaw Plan 50488) Fifthly Part dedicated Road on Plan LMP43167 Sixthly 1 84 Acres Filing 16918 Seventhly Parcel F (Bylaw Plan LMP24326) Eighthly Parcel C (Bylaw Plan 73626)

3 NATURE OF INTEREST *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Right of First Refusal to Purchase

Entire Instrument

Transferee

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

(a) Filed Standard Charge Terms

D F Number

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

5 TRANSFEROR(S) *

CANADA LANDS COMPANY CLC LIMITED, (Incorporation No A47912), Suite 2000, 666 Burrard Street, Vancouver, British Columbia, V6C 2X8

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

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4

7 ADDITIONAL OR MODIFIED TERMS *

N/A

Officer Signature(s)

EXECUTION DATE

Y	M	D

Transferor Signature

CANADA LANDS COMPANY CLC
LIMITED by its authorized signatory

Name

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.

GENERAL INSTRUMENT

8 EXECUTION(S) ** This instrument creates assigns, modifies enlarges discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms if any

Officer Signature(s)

EXECUTION DATE

Y	M	D

Transferee Signature

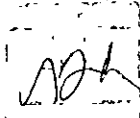
CITY OF RICHMOND by its authorized signatory



Name MALCOLM D BRODIE
Mayor



Name DAVID WEBER
Corporate Officer



11/28/05

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

* if space insufficient enter "SEE SCHEDULE" and attach schedule in Form E

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

TERMS OF INSTRUMENT - PART 2

DEVELOPMENT LANDS RFO

This Agreement, made with effect as of the Effective Date (herein defined),

BETWEEN

CANADA LANDS COMPANY CLC LIMITED, (Incorporation No A47912), Suite 2000, 666 Burrard Street, Vancouver, British Columbia, V6C 2X8

(the "CLC")

AND

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4

(the "City")

WITNESSES THAT WHEREAS

A Terms employed in these Recitals and defined in this Agreement will have the meanings respectively ascribed to them in Section 1.1,

B CLC is the registered owner of the Lands, and

C CLC has agreed to grant to the City the Right of First Refusal, as set out herein,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$1 00 of lawful money of Canada now paid by the City to CLC and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows

ARTICLE 1 - PUBLIC LANDS RIGHT OF FIRST REFUSAL

1.1 Definitions

For the purposes of this Agreement, the following terms will have the meanings respectively ascribed to them

(a) "Accepting Notice" will have the meaning ascribed thereto in Section 1.2(b),

- (b) **"Agreement of Purchase and Sale"** means that Agreement of Purchase and Sale dated for reference _____ between the City, CLC, Musqueam Indian Band and Musqueam Garden City Limited Partnership,
- (c) **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia,
- (d) **"Discharge Date"** means the earlier of that date that
- (a) if the City breaches any of its material covenants or obligations under the Agreement of Purchase and Sale and any such breach is not fully remedied by the City, is 30 days following receipt of written notice thereof from CLC to the City,
 - (b) the Agreement of Purchase and Sale is terminated or the development of the Lands does not proceed by reason of a failure by the City to approve of the development of the Lands for the purposes and on the terms contemplated in the Agreement of Purchase and Sale or in the Memorandum of Understanding between Musqueam Band, the City, CLC and the Department of Fisheries and Oceans signed on or about March 18th, 2005 (the "MOU"),
 - (c) alternative terms and conditions as to the ownership, development or use of the Lands are negotiated or mediated through the alternative dispute resolution processes contemplated in the MOU, or
 - (d) upon execution and delivery by CLC of any Servicing Agreement together with any security required thereunder to be delivered to the City as a condition of satisfaction of the Subdivision Condition
- (e) **"Effective Date"** means December 15, 2005,
- (f) **"Land Title Office"** means the Vancouver/New Westminster Land Title Office or such other land title office in which title to the Public Lands may be registered at any time relevant to this Agreement,
- (g) **"Lands"** means those lands and premises legally described in Section 2 of Part 1 of this General Instrument,
- (h) **"Offered Interest"** will have the meaning ascribed thereto in Section 1 2(a),
- (i) **"Offering Notice"** will have the meaning ascribed thereto in Section 2 1(a),
- (j) **"Purchase Agreement"** will have the meaning ascribed thereto in Section 1 2(c),
- (k) **"Right of First Refusal "** means the right of first refusal contained in Section 1 2, and

- (l) "Subdivision Servicing Agreement" has the meaning described to it in the Agreement of Purchase and Sale

1.2 Right of First Refusal

CLC hereby grants to the City a right of first refusal to acquire the Lands on the following terms and conditions

- (a) if, at any time from time to time after the Effective Date and prior to the Discharge Date CLC proposes to sell or convey any interest in any portion of the Lands (an "Offered Interest"), CLC shall, prior to offering or agreeing to sell any Offered Interest to any other party, provide to the City written notice (an "Offering Notice") of CLC's intention to sell the Offered Interest,
- (b) the City will have a period of 20 Business Days from the date of receipt of any Offering Notice to deliver written notice (a "Accepting Notice") to CLC confirming that the City is interested in the prospect of acquiring the Offered Interest from CLC,
- (c) CLC and the City will, for a period of 20 Business Days following the receipt by CLC of an Accepting Notice, engage in diligent and *bona fide* discussions to enter into an agreement (a "Purchase Agreement") under which the City will acquire and CLC will sell to the City the Offered Interest, PROVIDED THAT both the City and CLC may determine, in their respective sole and unfettered discretion, whether or not to enter into a Purchase Agreement,
- (d) if a Purchase Agreement is not settled and executed by CLC and the City by the end of such 20 Business Day period (or such longer period as may be agreed between CLC and the City), then CLC will be free to sell the Offered Interest to any party other than the City at a price and upon terms which, considered on a collective basis, are not more favourable to such third party than those last offered by CLC to the City, PROVIDED THAT if the price and terms and upon which the Offered Interest is proposed to be sold to any third party are more favourable than those last offered by CLC to the City, CLC will not enter into any agreement for the sale of the Offered Interest to any third party without again complying with the provisions of Sections 1.2(a), (b) and (c) above, and
- (e) if the Offered Interest is sold by CLC to any third party in accordance with the foregoing provisions of this Section 1.2, the City will, promptly upon request from and without cost to CLC, execute and deliver to CLC a registrable release of this Right of First Refusal to permit CLC to complete the sale of the Offered Interest to such third party

- 1 3 Upon the request of CLC, the City will promptly provide to CLC on the Discharge Date, without cost to CLC, a registrable release of this Right of First Refusal
- 1 4 The City agrees that it will subordinate its interest in the Lands hereunder to any non-financial charges required for the purposes of obtaining satisfaction of the conditions precedent in Section 4 1 to 4 5 inclusive of the Agreement of Purchase and Sale

2 **TIME OF THE ESSENCE**

Time, where mentioned in this Agreement, will be of the essence

ARTICLE 3 - NOTICES

3 1 **Notices**

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or telecopied and addressed to the parties as follows

To the City

CITY OF RICHMOND
6911 No 3 Road
Richmond, British Columbia
V6Y 2C4

Attention City Solicitor

Fax (604) 278-5139

To CLC

CANADA LANDS COMPANY CLC LIMITED
Suite 2000, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention Mr Doug Avis, Director, Sales and Acquisitions

Fax (604) 775-7018,

with a concurrent copy to

MUSQUEAM INDIAN BAND
6735 Salish Drive
Vancouver, British Columbia
V6N 4C4

Attention Chief Ernie Campbell

Fax (604) 263-4212,

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by fax.

3.2 The date of receipt of any such notice or communication will be deemed to be the date of delivery if delivered on a Business Day in the place of the recipient, and if otherwise delivered, including by fax transmission, on the next Business Day following the date of such delivery or, as applicable, following a receipted fax transmission if sent by fax.

3.3 Any party may at any time give notice in writing to the others of any change of address of the party giving such notice to be given in the manner aforesaid, and from and after giving such notice, the address therein specified will be deemed to be the address of such party for the giving of such notice.

4. ENUREMENT

This Agreement will be binding upon and enure to the benefit of the City and CLC and their respective successors and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have caused these Terms of Instrument to be executed in Item 8 of Form C, Part 1 to these Terms of Instrument.

END OF DOCUMENT

SCHEDULE D
FORM OF NO DEVELOPMENT COVENANT

FORM C

(Section 233)

APPROVED FORM OF NO DEVELOPMENT COVENANT

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

PAGE 1 of 6 pages

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

Per _____

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

024-741-418

City of Richmond
Section 3 Block 4 North Range 6 West
New Westminster District

Except	Firstly	Plan with Fee 5758F
	Secondly	Plan with Fee 5759F
	Thirdly	Part Subdivided by Plan 24067
	Fourthly	Parcel D (Bylaw Plan 50488)
	Fifthly	Part dedicated Road on Plan LMP43167
	Sixthly	1.84 Acres Filing 16918
	Seventhly	Parcel F (Bylaw Plan LMP24326)
	Eighthly	Parcel C (Bylaw Plan 73626)

3 NATURE OF INTEREST *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Instrument

Transferee

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

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

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

5 TRANSFEROR(S) *

CANADA LANDS COMPANY CLC LIMITED, (Incorporation No A47912), Suite 2000, 666 Burrard Street,
Vancouver, British Columbia, V6C 2X8

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

CITY OF RICHMOND, 6911 No 3 Road, Richmond, British Columbia, V6Y 2C4

7 ADDITIONAL OR MODIFIED TERMS *

N/A

GENERAL INSTRUMENT

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)

Name

Officer Signature(s)

Name

(as to both signatures)

EXECUTION DATE

Y	M	D

Y	M	D


Transferor Signature


CANADA LANDS COMPANY CLC LIMITED by its authorized signatory(ies)

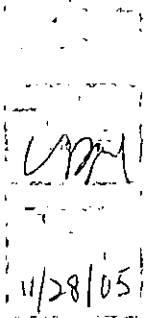
Name

Transferee Signatures

CITY OF RICHMOND by its authorized signatory(ies)


Mayor MALCOLM D BRODIE
Mayor


Clerk DAVID WEBER
Corporate Officer


11/28/05

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

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

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

TERMS OF INSTRUMENT - PART 2

**SECTION 219 COVENANT
(NO DEVELOPMENT COVENANT)**

THIS AGREEMENT, made with effect as of the Effective Date (herein defined),

BETWEEN

CANADA LANDS COMPANY CLC LIMITED

Suite 2000, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

(the "Owner")

AND

CITY OF RICHMOND

6911 No 3 Road
Richmond, British Columbia
V6Y 2C4

(the "City")

WITNESSES THAT WHEREAS

A The Owner is the registered owner of the lands and premises located in the City of Richmond, British Columbia, more particularly known and described as

Parcel Identifier 024-741-418
Section 3 Block 4 North Range 6 West
New Westminster District
Except Firstly Plan with Fee 5758F
Secondly Plan with Fee 5759F
Thirdly Part Subdivided by Plan 24067
Fourthly Parcel D (Bylaw Plan 50488)
Fifthly Part dedicated Road on
Plan LMP43167
Sixthly 1 84 Acres Filing 16918
Seventhly Parcel F (Bylaw Plan LMP24326)
Eighthly Parcel C (Bylaw Plan 73626)

(the "Lands"),

B Section 219 of the *Land Title Act*, R S B C 1996, c 250, provides that there may be registered as a charge against the title to any land a covenant in favour of, *inter alia*, a city in respect of the use of land, or the use of the building on or to be erected on land, or that land is or is not to be built on, or is not to be subdivided, except in accordance with the covenant, and

C CLC has agreed to enter into this Agreement as consideration for the agreement of the City to support and recommend the release of the Lands from the Agricultural Land Reserve, and to provide assurances by CLC to the City with respect to the intended transfer to, or dedication for the benefit of, the City of the Public Lands (herein defined), all upon the terms and conditions set out herein,

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the sum of ONE DOLLAR (\$1 00) now paid by the City to CLC and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of Section 219 of the *Land Title Act*, the parties hereto covenant and agree as follows

1. Covenant

CLC hereby

- (a) covenants and agrees with the City that the Lands will not be developed nor used for any purposes other than those existing or permitted as of [December 15, 2005] (the "Effective Date") unless, in connection with any proposed rezoning or subdivision thereof, CLC provides to the City assurances satisfactory to the City, acting reasonably, that the City will be entitled to become the owner of 50% of the total area of the Lands as "Public Lands" to be used for the purposes of establishment of parks and other public amenities and/or for such other purposes and upon such terms and conditions as may hereafter be agreed between the City and CLC, and
- (b) acknowledges and confirms that it will not be unreasonable for the City to withhold its approval of any proposed rezoning, subdivision or other development approval of the Lands unless, as a condition thereof, the City is entitled to become the owner of 50% of the total area of the Lands as Public Lands, on bases similar to those described in paragraph 1(a) above

2. Binding Upon Lands

The covenant herein contained shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be construed as running with and binding the Lands

3. No Restriction on Other Uses

Save as set forth herein, nothing in this Agreement shall be interpreted so as to restrict or prevent CLC from using the Lands in any manner which does not contravene Section 1 hereof

4. No Waiver

No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege

5. Severability

If any provision of this Agreement or any part hereof is determined to be invalid, it shall be severable and severed from this Agreement and the remainder of this Agreement shall be construed as if such invalid provision or part had been deleted from this Agreement

6. Further Assurances

Each of the parties hereto shall, upon the reasonable request of the other, do, execute and deliver all further assurances, acts and documents, including any release or discharge when applicable, for the purpose of evidencing and giving full force and effect to this Agreement

7. Discharge of Covenant

Notwithstanding anything to the contrary contained in this Agreement, the City agrees to provide to CLC a registrable discharge of the covenant granted pursuant to this Agreement, without cost and promptly upon the request of CLC, if

- (a) the City breaches any of its material covenants and obligations under any agreement with CLC as to the future development and ownership of the Lands, including any agreement ("Purchase Agreement") between the City and CLC (and any parties having a registered or beneficial interest in the Lands) providing for the acquisition by the City of 50% of the Lands as Public Lands, and any such breach is not fully remedied by the City within 30 days following receipt of written notice thereof from CLC to the City,
- (b) the development of the Lands does not proceed by reason of a failure by the City to approve of the development of the Lands for the purposes and on the terms contemplated in any Purchase Agreement or in that document titled "Memorandum of Understanding Regarding Garden City Property" between Musqueam Indian Band, City of Richmond, Canada Lands Company CLC Limited and Department of Fisheries and Oceans signed on or about the 18th day of May, 2005 (the "MOU"),
- (c) alternative terms and conditions as to the ownership, development or use of the Lands are negotiated or mediated through the alternative dispute resolution processes contemplated in the MOU, or
- (d) the transfer or dedication to the City of the Public Lands is completed as contemplated in any Purchase Agreement

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the parties hereby agree to submit any dispute hereunder to, and to attorn to, the courts of British Columbia

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns

10 Personal Liability

Notwithstanding anything else herein contained to the contrary, it is understood and agreed that the terms, covenants and agreements herein contained shall only be personal and binding upon CLC for so long as CLC is CLC of the Lands. For greater certainty, neither CLC named in this Agreement, nor any future owner(s) from time to time of the Lands shall be liable under any of the terms, covenants and agreements contained in this Agreement with respect to the Lands, where such liability arises by reason of an act or omission occurring after CLC named in this Agreement, or any future owner(s), ceases to have an ownership interest in the Lands

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Item 8 of Part 1 of this Instrument

END OF DOCUMENT



**GARDEN CITY LANDS
WESTMINSTER HIGHWAY AND NO. 4 ROAD,
RICHMOND, BRITISH COLUMBIA**

NOTICE OF EXTENSION OF ALR RELEASE CONDITION

Canada Lands Company CLC Limited ("CLC") hereby:

1. refers to the "ALR Release Condition" set out in Section 4.2 of the "Richmond – CLC/Musqueam Purchase Agreement" (the "Purchase Agreement") made between the City of Richmond, CLC, Musqueam Indian Band and Garden City Ventures Limited Partnership and dated for reference as of the "Effective Date" (therein defined);
2. extends (with effect as of December 31, 2006) the date limited in Section 4.2 of the Purchase Agreement for satisfaction of the "ALR Release Condition" (therein defined) from December 31, 2006 to December 31, 2007 pursuant to the entitlements granted pursuant to Section 4.6(a) of the Purchase Agreement; and
3. confirms that time, where mentioned in the Purchase Agreement, will remain of the essence.

CANADA LANDS COMPANY CLC LIMITED

Per: *Ally Hester* VP WESTMINSTER REGION
Authorized Signatory

RECEIPT OF THIS NOTICE OF EXTENSION is hereby acknowledged by:

THE CITY OF RICHMOND

Per: *Malcolm Brodie*
Authorized Signatory *Malcolm Brodie, Mayor*

Per: *David Weber*
Authorized Signatory *David Weber
Corporate Officer*

MUSQUEAM INDIAN BAND

Per: *X*
Authorized Signatory

Per: *[Signature]*
Authorized Signatory

**GARDEN CITY VENTURES LIMITED
PARTNERSHIP by its General Partner,
GARDEN CITY VENTURES LIMITED**

Per: *S. Ray*
Authorized Signatory

GARDEN CITY LANDS
WESTMINSTER HIGHWAY AND NO. 4 ROAD,
RICHMOND, BRITISH COLUMBIA

RECEIVED
DEC 20 2007

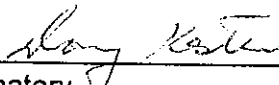
NOTICE OF EXTENSION OF ALR RELEASE CONDITION

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2. extends (with effect as of December 31, 2007) the date limited in Section 4.2 of the Purchase Agreement for satisfaction of the "ALR Release Condition" (therein defined) from December 31, 2007 to December 31, 2008 pursuant to the entitlements granted pursuant to Section 4.6(a) of the Purchase Agreement; and
3. confirms that time, where mentioned in the Purchase Agreement, will remain of the essence.


Dated the 21 day of December, 2007.

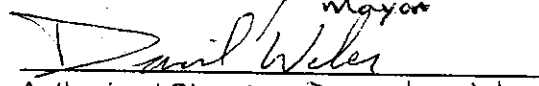
CANADA LANDS COMPANY CLC LIMITED

Per: 
Authorized Signatory


RECEIPT OF THIS NOTICE OF EXTENSION is hereby acknowledged by:

THE CITY OF RICHMOND

Per: 
Authorized Signatory *Malcolm Brodie
Mayor*


Per: 
Authorized Signatory *David Weber
Corporate Officer*

MUSQUEAM INDIAN BAND

Per: 
Authorized Signatory

Per: 
Authorized Signatory

GARDEN CITY VENTURES LIMITED
PARTNERSHIP by its General Partner,
GARDEN CITY VENTURES LIMITED

Per: 
Authorized Signatory