

PART II – TERMS OF THE INSTRUMENT

WHEREAS:

A. By an Indenture of Covenant ("the Covenant") registered in the Land Title Office at New Westminster, British Columbia on the 21st day of June, 2002 under charge number BT217825 a Covenant was granted to the Transferee.

B. The parties hereto wish to amend the Covenant as herein provided for.

C. The Transferor is the registered owner of the land referred to in Part 2 of the Form C attached hereto (the "lands").

THEREFORE in consideration of the mutual covenants herein contained the parties hereto wish to amend the Covenant as it relates to the lands and hereby covenant and agree each with the other as follows:

Page 7, Clause 3 (a) vii shall be replaced with the following:

3.(a) vii. Notwithstanding the above, the construction of habitable floor area at an elevation lower than 0.4 metres above the crown of the adjacent road may be permitted provided that the construction is strictly in accordance with:

a) the site specific engineering report by Out of the Box Engineering titled *Addendum to Letter of Suitability of Site for Accessory Building 53722 Berston Road, Popkum, BC* dated November 12, 2020 including addendums titled *Submission of Paperwork and Suitability of Site for Accessory Building 53722 Bertson Road, Chilliwack, BC* dated May 1, 2018, *Schedule B-1 Assurance of Professional Design and Commitment for Field Review* dated May 1, 2018, *Schedule B-2 Summary of Design and Field Review Requirements* dated May 1, 2018, and *On-Site Infiltration (Soak Away)* dated May 1, 2018 attached to this Agreement as Schedule A, which reports certify that proposed construction will be suitable for habitation and the storage of goods and location of services; and

b) Fraser Valley Regional District Building Permit No. 014195.

Furthermore, upon completion of the proposed construction and related drainage a professional engineer shall certify that the works were completed to his satisfaction and in accordance with the above mentioned site-specific engineering reports prior to the Transferee issuing a completion certificate or an occupancy permit.

Page 7, Clause 3 (a) viii shall be added as follows:

3.(a) viii. The Transferor further acknowledges that the Transferee does not represent to the Transferor or to any other person that construction of habitable floor

area at an elevation lower than 0.4 metres above the crown of the adjacent road in accordance with this covenant will not be damaged by flooding, water or moisture. The Transferor covenants and agrees to release, indemnify, protect, and save harmless the Transferee from and against all actions, causes of action, claims and demands of every kind, description and nature whatsoever arising out of or in any way due to:

- a) damage to any habitable floor which exists at an elevation lower than 0.4 metres above the crown of the adjacent road, or to any person therein, or to any contents or fixtures thereof; or
- b) a breach of this covenant; or
- c) the existence of this covenant; or
- d) the issuance of Fraser Valley Regional District Building Permit No. 014195; or
- e) the construction authorized by Fraser Valley Regional District Building Permit No. 014195; or
- f) the use of the lands or of the building; or
- g) any combination of the above.

Page 7, Clause 3 (a) vii shall be renumbered as Clause 3 (a) ix.

IT IS AGREED and understood between the parties hereto that this Modification of Covenant shall from the date hereof be read and construed with the said covenant registered in the New Westminster Land Title Office on the 21st day of June, 2002 under charge number BT217825 and be treated as part thereof for such purposes and so far as may be necessary to effectuate these presents and the said covenant shall be regarded as being hereby amended and the said covenant so amended together with the covenants and provisos thereto shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto executed these presents by executing the Forms C and D attached hereto.