

Province of British Columbia 23 OCT 2003 09 46

BV436806

GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of 13 pages

1. APPLICATION (name, address, phone number and signature of applicant, applicant's solicitor or agent):
J. WAYNE ROWE LAW OFFICE, Barrister & Solicitor
Post Office Box 1880 - 758 School Road,
Gibsons, B.C., V0N 1V0
Telephone: (604) 886-2029

Signature of applicant, applicant's solicitor or agent

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND
(PID) (Legal Description)
SEE SCHEDULE

3. NATURE OF INTEREST: * DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
DESCRIPTION (page and paragraph)
Section 219 Covenant over Part Shown on Plan BCP 7935 and Plan BCP 7936 Entire Document Transferee

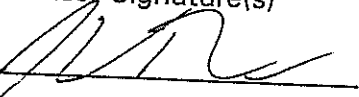
4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms [] D.F. Number
(b) Express Charge Terms [X] Annexed as Part 2
(c) Release [] There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharges as a charge on the land described in Item 2.

5. TRANSFERORS: * GIBSON'S LANDING BREWING CO. LTD. Inc. No. 311878

6. TRANSFEE(S): (Including, postal address(s) and postal code(s)) *
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health Services, Parliament Buildings, Victoria, British Columbia, V5C 2H6.

7. ADDITIONAL OR MODIFIED TERMS: * NONE


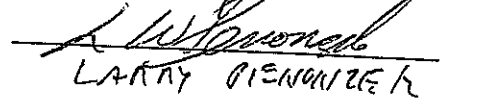
8. EXECUTION(S): ** This instrument creates, assignee, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

Officer Signature(s)


J. WAYNE ROWE
BARRISTER & SOLICITOR
758 School Road - P.O. Box 1880
Gibsons, B.C., V0N 1V0
(604) 886-2029
(AS TO BOTH SIGNATURES)

Execution Date

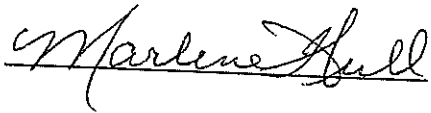
Y	M	D
03	07	22

Party(ies) Signature(s)
GIBSON'S LANDING BREWING CO.
LTD. by its authorized signatory(ies):

TERRY KIYAKI

LARRY BIONIZEK

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. 1979, c. 116, 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.

EXECUTIONS CONTINUED

8. Execution(s): continued
Officer Signature(s)



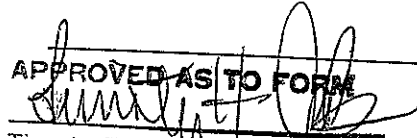
MARLENE HULL
COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
Box 1040
5571 Inlet Avenue
Sechelt, B.C. V0N 3A0

Execution Date

Y	M	D
03	07	25

Transferor(s) Signature(s)

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA by its
authorized signatory(ies):


APPROVED AS TO FORM

Timothy H. Adams, C.P.H.I.(C)
Public Health Inspector or
Environmental Health Officer
COAST GARIBALDI HEALTH
P.O. Box 1040, 5571 Inlet Avenue
Sechelt, B.C. V0N 3A0

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. 1979, c. 116, 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.

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND

(PID)

(Legal Description)

Lot 1, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 2, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 3, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 4, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 5, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 6, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 7, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 8, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 9, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

Lot 10, District Lot 907, Group 1, New Westminster District, Plan BCP 7934

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND

(PID)

(Legal Description)

Lot 11, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 12, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 13, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 14, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 15, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 16, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 17, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 18, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 19, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 20, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND

(PID)

(Legal Description)

Lot 21, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 22, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 23, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 24, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 25, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 26, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 27, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 28, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 29, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 30, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. (a) PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND

(PID)

(Legal Description)

Lot 31, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

Lot 32, District Lot 907, Group 1, New
Westminster District, Plan BCP 7934

TERMS OF INSTRUMENT

BETWEEN:

GIBSON'S LANDING BREWING CO. LTD. Inc. No. 311878
R.R. #7, 777 Payne Road
Gibsons, B.C. V0N 1V7

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Ministry of Health Services, Parliament
Buildings, Victoria, British Columbia, V5C 2H6

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

A. The Covenantor is the registered owner of all and singular that certain tract of land laying, situate and being in the North Shore - Squamish Valley Assessment Area, Province of British Columbia, more particularly known and described as:

Parcel Identifier:
Lots: 1 to 32 inclusive
District Lot: 907
Group: 1, New Westminster District
Plan: BCP7934

(hereinafter called the "Lands");

B. Section 219 of the Land Title Act provides, interalia that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building on or to be erected on land, in favour of a Municipality or the Crown.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of ONE DOLLAR (\$1.00) now paid to the Covenantor by the Covenantee (the receipt and sufficiency whereof is hereby acknowledged) the parties hereby covenant and agree with the other as follows:

1. The Covenantor agrees that any sewage disposal system constructed, installed or placed on the Lands will be situated wholly within the area outlined in a heavy black line on each of lots 1 to 32 inclusive as shown on Reference Plans prepared by Larry W. Penonzek B.C. Land Surveyor, copies of which are attached as Schedules "A" and "B" (the "Disposal Area") to this Agreement.
2. The Covenantor will not do or permit to be done any act or thing which would interfere with or obstruct the use of the Disposal Area for the purpose of sewage disposal and constructing, installing or placing a sewage disposal system.
3. The Covenantor will not do or permit to be done any alteration, removal or disturbance of the soil in the Disposal Area including, without limiting the applicability of the foregoing, the Covenantor will not construct, install, place or erect any buildings, structures, fixed equipment, mobile or modular homes, foundations, driveways, road, parking areas, or will not bury any pipes, conduits or utility services (except a sewage disposal system approved by the Covenantee) in the Disposal Area.

4. The Covenantor will indemnify and save harmless the Covenantee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisers, arising out of any breach, violation, or non-performance of any term, condition, covenant, or other provision of this agreement.

5. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Covenantee unless the waiver is expressed in writing by the Covenantee. Any waiver by the Covenantee of any term, condition, covenant or other provision of this agreement or any waiver by the Covenantee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.

6. Subject to the provision of Section 219 of the Land Title Act the Covenantor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Covenantor, his heirs, executors, administrators, successors and assigns and the Covenantee and his assigns.

7. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Covenantee in relation to the Covenantors or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Covenantee as if this Agreement had not been made by the parties.

8. The Covenantor will do or cause to be done at his expense all acts reasonably necessary for the Covenantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Covenantee and those specifically approved in writing by the Covenantee.

9. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 (5) of the Land Title Act.
10. The Covenantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
11. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
12. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement as the case may be shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections has never been included in this Agreement.
13. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
14. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any consequent enactment of the

Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (page 1) and Form D (page 2) attached hereto.

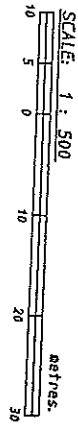
This is the instrument creating the condition or covenant entered into under Section 219 of the Land Title Act by the registered owners referred to herein and shown on the print of the plan annexed hereto and initialled by me.



APPROVING OFFICER

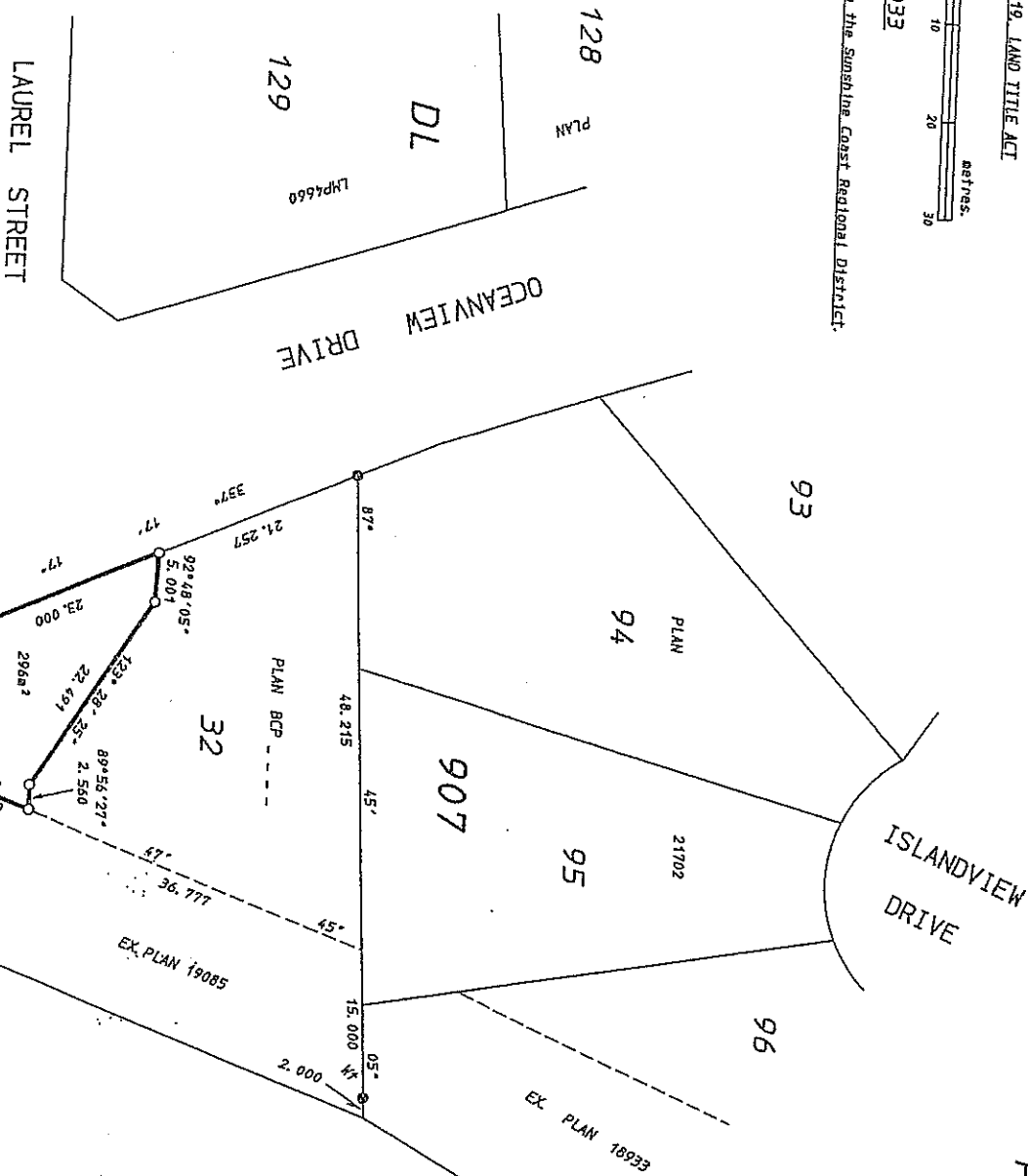
REFERENCE PLAN OF PART OF LOT 32, DL 907,
GROUP 1 NWD, PLAN BCP

PURSUANT TO SECTION 219, LAND TITLE ACT



BCGS 926, 033

This plan lies within the Sunshine Coast Regional District.



PLAN BCP

Deposited in the Land Title Office
at New Westminster, B.C., this
day of _____, 2003.

Registrar

Returned to Crown as shown
on Plan BCP

LEGEND

- Bearings are astronomic and derived from Plan BCP
- All distances are in metres.
- standard iron post found.
- standard iron post set.
- #2 denotes square metres
- #1 denotes witness

I, L. K. Penonzek, a British Columbia Land Surveyor, of the Town of Gibsons, British Columbia, certify that I was present at and personally supervised the survey represented by this plan and that the survey and plan are correct. The field survey was completed on the 5th day of July, 2003.

The plan was completed and checked and the checklist filed under ECP-9257, on the 14th day of July, 2003.

L. K. Penonzek
L. K. Penonzek B. C. L. S.

LARRY K. PENONZEK
P. C. Land Surveyor
Box 505 Gibsons B.C.
VON 1V0 Pk. 886-2553
Phone 604-886-2531