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BARRISTERS & SOLICITORS, NOTARIES PUBLIC

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Date: February 24, 2014

To: Ministry of Forests, Lands and
Natural Resource Operations

Attention: Gary Morley

Fax No. 1-250-751-7224

RE: License of Occupation No. 114030

Our File No. 214013/001

Sender: Caronne for R.B.E. Hallsor

Comments: Please see attached.

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PLEASE REPLY ATTENTION OF: R. Bruce E. Hallsor
EMAIL: hallsor@crease.com or legal assistant: caronne@crease.com
OUR FILE: 214013/001

February 24, 2014

VIA FAX: 250-751-7224

Ministry of Forests, Lands and
Natural Resource Operations
142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9

Attention: Gary Morley

Dear Sir:

Re: **Community Marine Concepts Ltd.**
License of Occupation No. 114030

We are solicitors for Community Marine Concepts Ltd. We advise that Eternaland Yuheng Ltd. is entering into an agreement to purchase a controlling interest in Community Marine Concepts Ltd.

Therefore, we hereby request your written consent to a change of control pursuant to section 7.1 of the License of Occupation No. 114030, dated August 11, 2011, a copy of which is attached.

Should you have any questions or concerns please do not hesitate to contact the writer.

Yours truly,

CREASE HARMAN LLP

Per:


R. BRUCE E. HALLSOR

RBEH/cc
Encl.

Cc: Client



LICENCE OF OCCUPATION

Licence No.:

114030

File No.: 1405848

Disposition No.: 875319

THIS AGREEMENT is dated for reference August 11, 2011 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

COMMUNITY MARINE CONCEPTS LTD. (Inc. No. BC 0736657)

Attn: Lachlan Maclean
10213 111 ST NW
Edmonton, AB T5K 2V6

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means the date set out above as the reference date of this Agreement;

"**Disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" means all buildings, structures, equipment, improvements and marine

docking, moorage, storage and launching facilities for the accommodation, moorage, storage, launching, maintenance and minor repair of marine vessels (including bulkheads, groins, breakwaters and floating booms) that are made, constructed, erected, placed or installed on the Land at any time during the term of this Agreement, together with all replacements, alterations, additions, changes, substitutions, improvements or repairs to any of them;

“Land” means that part or those parts of the following described land shown outlined by red line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of District Lot 119, Esquimalt District, containing approximately 1.74 hectares and to be more precisely defined by legal survey as herein provided

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

“Lease” means the lease of Crown land to be issued by us to you in accordance with section 2.3;

“Management Plan” means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for excavating, dredging and construction of marina Improvements. You acknowledge and agree that this licence does not allow you to operate a marina on the Land and you must satisfy the conditions for the issuance of the Lease as provided in section 2.3 and must be issued the Lease before providing moorage to vessels within the area of the Land. You further acknowledge and agree that this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the second (2nd) anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 On or prior to the second anniversary of the Commencement Date and provided you have satisfied the conditions set out below we will on your written request issue you a lease of the Land, which will be substantially in the form attached as a schedule to this Agreement together with any such other terms as we may require and that are consistent with terms established under generally applicable policies at the time the Lease is issued. Upon the issuance of the Lease this Agreement will terminate. The issuance of the Lease is conditional on the satisfaction of the following conditions:
- (a) at the time the Lease is to be issued you are not in default of any term of this Agreement in respect of which we have given a notice of default as contemplated by subsection 8.1(a);
 - (b) a survey of the boundaries of the Land has been completed by a British Columbia Land Surveyor in compliance with the instructions of the Surveyor General and the Surveyor General has accepted and confirmed that survey in accordance with section 72 of the Land Act;
 - (c) you have executed and returned to us the Lease in the form required by us pursuant to this section 2.3 and you have paid and provided any rent, security and evidence of insurance that may be required in accordance with the terms of Lease and any document processing or other fees that may be required in connection with the Lease; and
 - (d) you have completed the construction of the Improvements required for the operation of the Marina as depicted on that portion of the Management Plan titled "Marina Layout/Site Plan" and dated November 17, 2010 and you have provided to us an "as built" survey prepared by a British Columbia Land Surveyor confirming that all such Improvements are within the boundaries of the Land.

ARTICLE 3 - FEES

- 3.1 You will pay to us Fees equal to \$12,079.20 for the first year of the Term and \$24,158.40 for each subsequent year of the Term, which Fees together with all taxes thereon will be payable annually in advance prior to the Commencement Date and each anniversary of the

Commencement Date during the Term.

- 3.2 If prior to the second anniversary of the Commencement Date you are issued a Lease in accordance with section 2.3 and this Licence is terminated as a result then any prepaid Fees under this Licence that are not otherwise payable to us will be credited against any rent payable by you under the Lease.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) unless we otherwise provide our prior written consent, not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as shown on that portion of the Management Plan titled "Marina Layout/Site Plan" and dated November 17, 2010 and prior to commencement of any construction;
- (e) not permit any boathouse, building or other similar covered structure within the area of the Land;
- (f) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (g) not commit any wilful or voluntary waste, spoil or destruction on the Land;

- (h) not do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (i) not construct, place, anchor, secure or affix anything on or to the Land that will interfere with the riparian right of access of any person over the Land and you acknowledge and agree that the granting of this Licence and our approval of the Improvements under this Licence does not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land; andyou remain responsible for ensuring that you will not cause any infringement of any riparian right of access;
- (j) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (l) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (m) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (n) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (o) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (p) not without prior written consent from us deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (q) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for

administering the *Heritage Conservation Act*;

- (r) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (s) have a qualified registered professional archaeological monitor present on the site during dredging, at your expense if dredging requires the removal of sediments over two (2) metres depth;
- (t) have a qualified registered professional environmental monitor familiar with a marine environment present on site during dredging and pile driving, at your expense;
- (u) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (v) maintain the non-motorized paddling corridor through Lots 3 and 4, District Lot 119, Esquimalt District, Plan 47008 for use by members of the public as per the approved Management Plan;
- (w) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement,
 - (ii) any use of the Land by you that is alleged to constitute an infringement of a riparian right of access over the Land even if such claim is groundless or false; and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (x) on the termination of this Agreement (other than a termination as a result of the issuance of a Lease to you in accordance with section 2.3),
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(w), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any

person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (b), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (b) whether or not you have actual notice of them.
- (e) all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsection (b) will be borne solely by you;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (b);
- (g) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, other than a termination as a result of the issuance of a Lease to you in accordance with section 2.3, and except where an Improvement may be removed under paragraph 4.1(x)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(x)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(w)(iii); and
- (h) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$250,000.00

which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:

Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of

material change or cancellation, and include us as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,

- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (c) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

COMMUNITY MARINE CONCEPTS LTD.
Attn: Lachlan Maclean
10213 111 ST NW
Edmonton, AB T5K 2V6;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives

you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

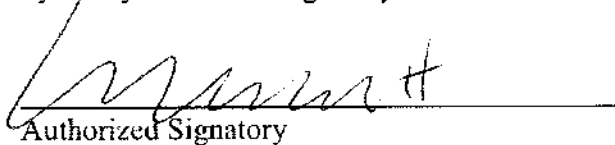
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



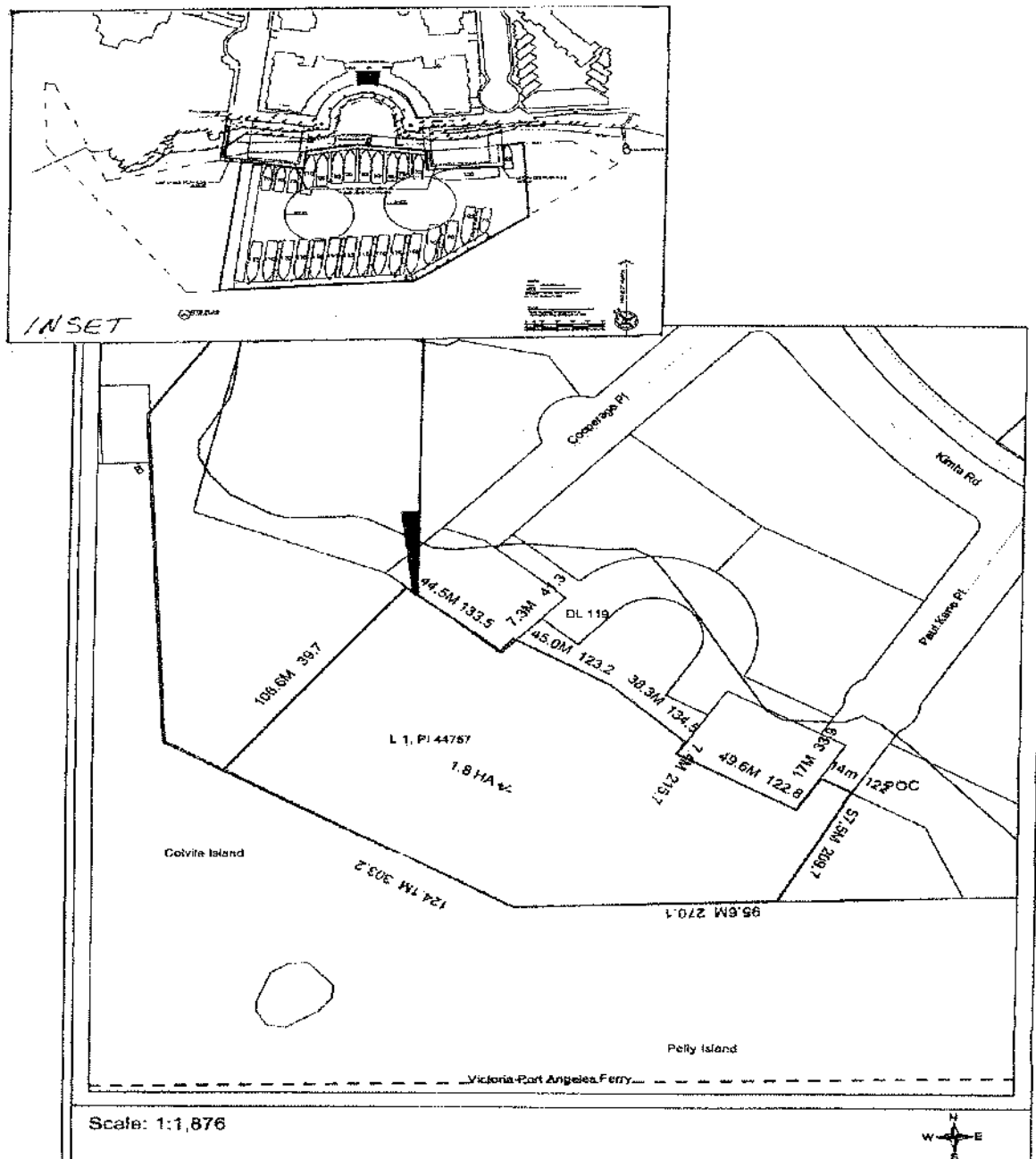
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
COMMUNITY MARINE CONCEPTS LTD.
by a duly authorized signatory


Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

That part of District Lot 119, Esquimalt District, containing approximately 1.74 hectares and to be more precisely defined by legal survey as herein provided



MANAGEMENT PLAN – VICTORIA INTERNATIONAL MARINA

The Victoria International Marina is a development by Community Marine Concepts Ltd (CMCL), which will include the development of a commercial marina on Crown Land, and two adjoining commercial buildings on private land.

The project site is located on the northwest side of the Victoria Harbour, known as the Songhees, and will be located in front of the Royal Quays condominium buildings at the end of Cooperage Place and Paul Kane Place.

The marina located within part of District Lot 119, Esquimalt District will provide moorage for yachts ranging in size from 65' to 150'. The project also includes the development of two one-story commercial buildings on the neighbouring privately owned Lots 3 and 4. Lots 3 and 4 are owned fee simple by CMCL.

The docks, a floating wave attenuator and anchoring system for both will be confined entirely within the lease lot. The docks and wave attenuator will be allowed to rise and fall with the tides using steel or concrete piles and will be accessed from the foreshore using an aluminum access ramp/s (Gangways).

The marina will not include a fuel dock.

Support services to the docks will include parking in the upland area, electricity, water, and a sanitary pump-out system.

Target Clients

Target clients for Victoria International Marina will include boat owners of vessels 65' – 150'. Primary targets are boat owners wishing to home port their vessel in Victoria. Secondary targets are transient boaters with boats 65' – 150' wishing to visit Victoria for short to medium length stays.

How the Facilities will be Rented

Boat owners will rent slips on a short, medium or long-term basis. Moorage agreements will be for daily, monthly, annual or multi-year. Moorage will be paid in advance, and will be calculated based on the length (LOA) of the vessel, or the length of the slip.

Customers entering into long-term, multi-year agreements will pre-pay rent for the full term, and will also be required to pay an annual Marina Maintenance Fee.

Utilities such as electricity will be separately metered, and customers will be charged based on their consumption.

Approved Development Plan
9 August 2011
Approved by
[Signature]
Date
Replaced by

Traffic Control

Traffic within the Port of Victoria is governed by the Port of Victoria Traffic Scheme, as set out by Transport Canada. Victoria International Marina will work with Transport Canada to ensure compliance with their requirements, including any Navigable Waters Permit issued by Transport Canada for the marina.

Yachts entering or exiting the marina will transit through the harbour using the main shipping channel, which is reserved for vessels 65 feet or more in length under the Traffic Scheme.

Transport Canada approved navigation markers, buoys, signage, lighting and communication protocols will be used to direct boats to and from the marina to the shipping channel. Requirements will be set out by Transport Canada in the Navigable Waters Permit issued by them for the marina.

A non-powered vessel navigation channel will be provided for kayaks, canoes, and other non-powered vessels. This channel will be located between the marina docks and the shore, providing paddlers with a navigation option which does not require them to travel between the marina and Pelly Island.

The non-powered vessel navigation channel, and any control measures to ensure that vessels manoeuvring within the marina will not interfere with the small craft transiting the area, will be governed and protected by the terms of a Navigable Waters Protection Act permit to be issued by Transport Canada for the marina.

Construction

The construction of the project is anticipated to take place over a two year period. The anticipated start date of dredging works for this project is Winter 2011/12, subject to the timing of remaining approvals, including those from Transport Canada and the City of Victoria.

Dredging of some of the marina basin will be required. Sides of the dredged basin will be cut to 3 Horizontal and 1 Vertical (3:1) slope in order to limit the sides from sloughing in. Piling for the marina and buildings will commence at the same time or shortly after dredging works.

As part of the construction works, fish habitat compensation works required by Fisheries Development Plan & Oceans Canada will be included. Habitat compensation will be confined within the dredged area of the marina. Compensation for dredged sediments will include placement of 1500m² of clean angular rock consisting of mixed large gravel and cobbles between 200 and 400 mm in size across the seafloor (Clean rock provided by acceptable supplier). The material will be placed to a thickness depth of 0.2 to 0.4 m and will provide a new hard surface (reef) for colonization of marine seaweeds, various

Date _____
Replaced by _____

Date _____

marine invertebrates, and fish such as rockfish, lingcod, perch, sculpins and greenling.

Marina Operations

The management of the marina facility shall be familiar with the following documents during the operation and maintenance of the marina:

"Best Management Practices for Marina and Small Boat Yards in British Columbia", Environment Canada, 1995.

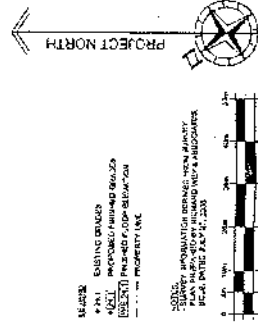
"Protecting the Aquatic Environment – A Boater's Guide", Canadian Coast Guard, 1997 (PWGSC).

Noise generated in the surrounding area is produced by activities consistent with busy waterfront cities, including pedestrian traffic on Westsong Walkway, vehicle traffic from the surrounding roadways, commercial and recreational boat traffic, ferry traffic and floatplane traffic from the inner and outer harbour.

Temporary noise disturbance is expected during the construction stage of the project. The daily operation of the marina facility is not expected to create any significant increase in noise over existing levels generated within the harbour. Moorage agreements will include marina rules governing a range of items, including noise. Marina customers will be asked to keep noise to a reasonable minimum at all times, and to use discretion in operating audio equipment in order to cause a minimum amount of annoyance to others.

Public access will be provided around both commercial buildings on walkways around the east, west and south building frontages. The north wall of the buildings fronts the Westsong Walkway. This public access will allow the general public the opportunity to walk out over the water, enjoy close-up views of yachts moored in the marina, as well as vistas over the marina to the Inner Harbour, across to Fisherman's Wharf and the Olympic Peninsula, and out to Georgia Strait through the mouth of the harbour.

Approved Development Plan
<i>9 August 2011</i>
Approved by: <i>[Signature]</i>
Date _____
Replaced by _____
Date _____



COLE NEWELL & T. 2010 STUDENT

СРЕДСТВО ЗАЩИТЫ ОТ ПОВРЕЖДЕНИЙ

PROJECT
VICTORIA INTERNATIONAL MARINA
LOT 1 PHASE 4753 & LOTS 3 & 4 PHASE 4753A

revised date January 10, 2007

D. Featherby, Victoria Harbour Master, 21 Erie St. Victoria, B.C. V8V 5M0
 MELNRO - Nanaimo, 142-2080 Lebloux Road, Nanaimo, BC V8T 6J9
 CCG-MNS - K. Carrigan, 25 Huron St. Victoria, BC V8Y 4V9
 DFO-CHS, Box 6000, 6860 West Saanich Road, Sidney, BC V8L 4B2
 DFO-Melanie, Box 9796 Cranbrook Point Road, Nanaimo, BC V9Y 4L4

Underdeck lighting will be in operation in the piddling route under the marina buildings from dawn until dusk.

Q SITE PLAN

Flareplate taxiway not in use when depth is less than 1.7m.
Taxiway also not in use after dusk or before 7am.
Taxiway only used by outbound localities traffic.

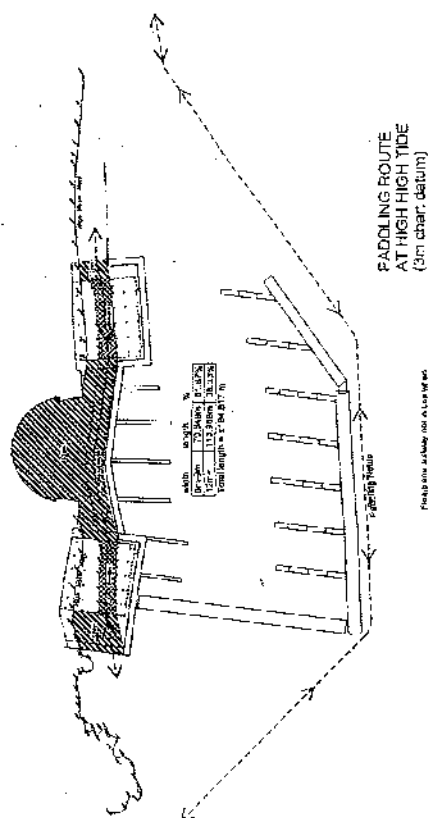
1991

PROJECT
VICTORIA INTERNATIONAL MARINA
LOT 1 PHASE 4753 & LOTS 3 & 4 PHASE 4753A

revision date JANUARY 10, 2017

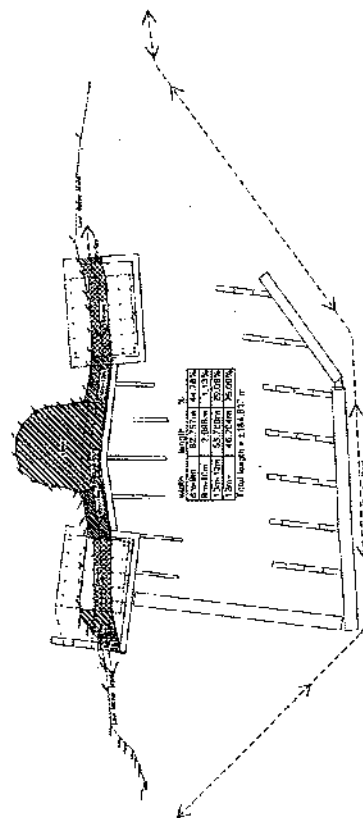
D. Featherby, Victoria Harbour Master, 21 Erie St. Victoria, B.C. V8V 5M0
 MELNRO - Nanaimo, 142-2080 Lebloux Road, Nanaimo, BC V8T 6J9
 CCG-MNS - K. Carrigan, 25 Huron St. Victoria, BC V8Y 4V9
 DFO-CHS, Box 6000, 6860 West Saanich Road, Sidney, BC V8L 4B2
 DFO-Melanie Bird, 5976 Cranbrook Point Road, Nanaimo, BC V9Y 4L4

FNR-2014-50033 23 of 145 Page



PADDLING ROUTE
AT HIGH HIGH TIDE
(3m chart datum)

Fluoridation is today not a top water quality issue that I hear
 mentioned often in water class
 courses. Also not in water class
 or the "top 10"
 I am only used by our local
 water utility.



PADDLING ROUTE
AT MEAN LOW LOW TIDE
(DRAFT VERSION)

F-410 and J-4100 (1) in 1940-41
 Output is less than 1,000.
 Y-axis also 100; in 1940-41
 1000-1000
 Y-axis only 1000 by 1000
 1000-1000

[illegible]

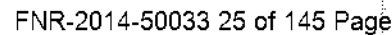
revision date:

PROJ 321 VICTORIA INTERNATIONAL MARINA
LOT 1, POIN 44707 & 40520 & 4, POIN 47028
PAUL KANE & COOPERAGE PLACE
VICTORIA, B.C.

NAME: _____

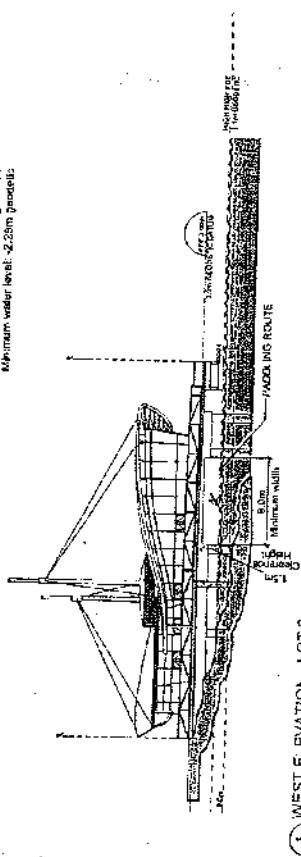
A.1.0a

D. Featherby, Victoria Harbour Master, 21 Erie St. Victoria, BC V8V 5A8
MFLNRO – Nanaimo, 142 – 2080 Labieux Road Nanaimo BC V9T 6J9
CCG MNS – K. Cartigan, 25 Huron St. Victoria BC V8V 4V9
NFO-CHS, Box 6000, 9860 West Saanich Road, Sidney, BC V8L 4B2

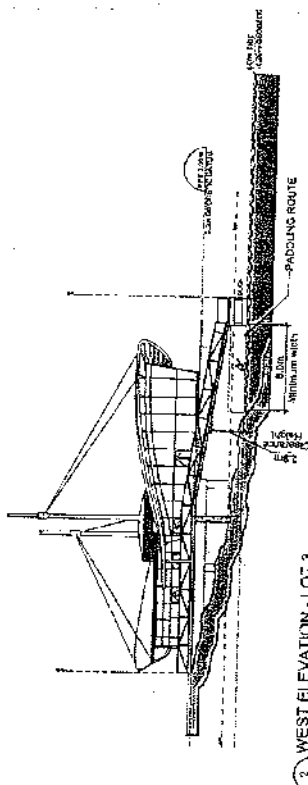


Total height occurrence as computed over a 21 year period (1989 - 2009).
The 21 year of sea heights were computed using 161 predictions derived from
two years, 1989-1993 and then using 15 years of tide gauge data. The measurements are
from the DFC, Victoria Harbour Sea gauge, located in the later period.

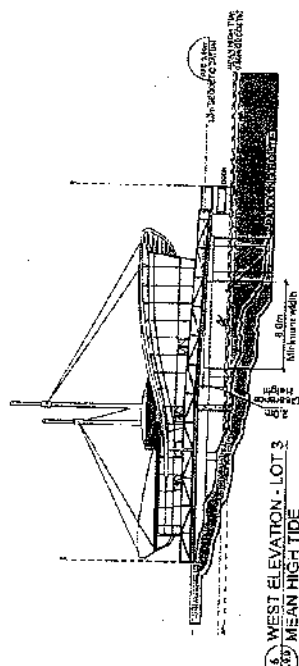
Percentage of time tides occur in the 21 year study period:
At or lower than MLLW (-1.2m geoidals) 5.20% of the time
At or higher than MLLW (-1.2m geoidals) 94.80% of the time
At or lower than large tide L.W. (-1.9m geoidals) 0.27% of the time
At or higher than large tide L.W. (-1.9m geoidals) 99.73% of the time
Maximum water level: 1.45m geoidals
Minimum water level: -2.25m geoidals



1 WEST ELEVATION - LOT 3
HIGH HIGH TIDE



2 WEST ELEVATION - LOT 3
LOW LOW TIDE



3 WEST ELEVATION - LOT 3
MEAN HIGH TIDE

CONSULTANTS

Revisior date: MAY 20, 2010, REVISIONS
SEPTEMBER 1, 2010, REVISION TO C.Y.C. COMMENTS JULY 14, 2010
JANUARY 18, 2010
JANUARY 18, 2010

A. HERRON, CIVIL COMMUNICATIONS, 400 Burrard Street, Vancouver, BC V6Z 2J8
D. Featherby, Victoria Harbour Master, 21 Erie St, Victoria, BC V8V 5A8
MLNRO - Nanaimo, 142 - 2080 Labeux Road, Nanaimo, BC V9T 6J9
CCG MNR - K. Carbone, Art.

Herbert H. Kwan Architect
650 Herald Street, Victoria, B.C. V8W 1S7 (250) 768-2099



Sheet A.9.0

date: JUNE 4, 2017

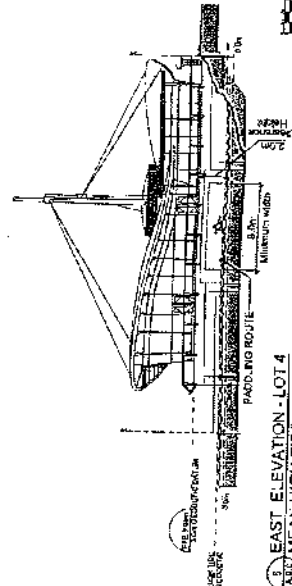
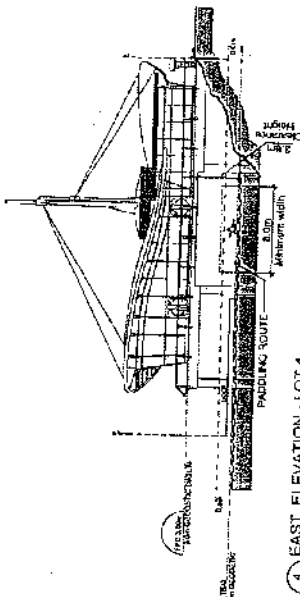
drawing: PAVELLE DAM CLEANING
UNDERWAY ACCESS STAMPS
Scale: 1:1000

Project: VICTORIA INTERNATIONAL AIRPORT
LOT 3 & 4, 4000 PAUL AVENUE & COWEN PLACE
VICTORIA B.C.

4 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

5 EAST ELEVATION - LOT 4
HIGH HIGH TIDE

6 EAST ELEVATION - LOT 4
LOW LOW TIDE



7 EAST ELEVATION - LOT 4
HIGH HIGH TIDE

8 EAST ELEVATION - LOT 4
LOW LOW TIDE

9 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

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LOW LOW TIDE

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93 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

94 EAST ELEVATION - LOT 4
LOW LOW TIDE

95 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

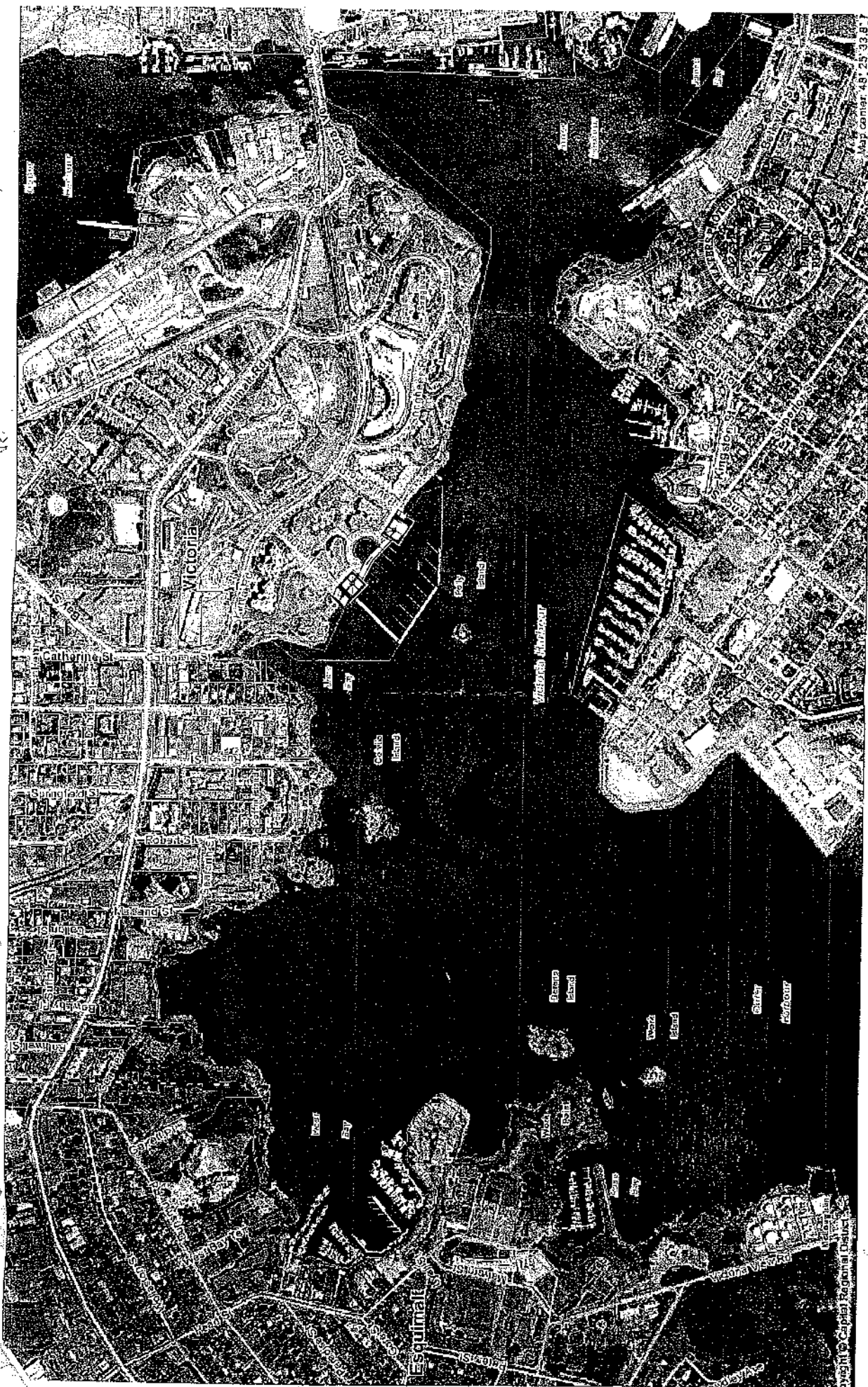
96 EAST ELEVATION - LOT 4
LOW LOW TIDE

97 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

98 EAST ELEVATION - LOT 4
LOW LOW TIDE

99 EAST ELEVATION - LOT 4
MEAN HIGH TIDE

100 EAST ELEVATION - LOT 4
LOW LOW TIDE



K. Nelson, I.C. Communications, 800 Burrard Street, Vancouver, BC V6Z 2J8
 D. Featherby, Victoria Harbour Master, 21 Erie St, Victoria, BC V8V 5A8
 MFLNRO - Nanaimo, 142 - 2080 Labieux Road, Nanaimo, BC V9T 6J9
 CCG MNS - K. Carman, 26 Main St, Victoria, BC V8V 2A1

Morley, Gary FLNR:EX

From: Morley, Gary FLNR:EX
Sent: Thursday, March 6, 2014 8:44 AM
To: 'hallsor@crease.com'
Subject: Community Marine Concepts Ltd. - Request for consent to change of control, Licence No. 114030, file 1405848

Hello Bruce, reference is made to your letter dated February 24, 2014 wherein you request our written consent to a change of control pursuant to section 7.1 of the above noted licence. This email will constitute our written consent. Please contact me if you have any questions or concerns.

Gary Morley
Senior Portfolio Administrator
West Coast Service Centre
Ministry of Forests, Lands and Natural Resource Operations
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7238 Fax: (250) 751-7224
E-Mail: gary.morley@gov.bc.ca



April 1, 2014

Bonita Wallace
Major Projects Specialist
Ministry of Forest Lands and
Natural Resource Operations

April 2/2014
[Handwritten signature]
[Handwritten signature]

**RE: EXTENSION OF CONSTRUCTION TIMING WINDOW
REQUIREMENTS UNDER LICENCE OF OCCUPATION
MODIFICATION AGREEMENT
VICTORIA INTERNATIONAL MARINA**

1.0 INTRODUCTION

Aquaparian Environmental Consulting Ltd (Aquaparian) has been retained by Community Marine Concepts Ltd (CMC) to act as an agent on their behalf to deal with environmental services and to assist in agency approvals for the Victoria International Marina (VIM) project located in Victoria BC.

Aquaparian understands that Gary Morley, Portfolio Administrator with the Ministry of Forest Lands and Natural Resource Operations (MFLNRO) has agreed for Community Marine Concepts, in partnership with Eternaland Yuheng Ltd to take over ownership (Controlling Interests) of the VIM marine project from Western Assets Management (WAM).

The original Licence of Occupation for the project dated August 11, 2011, was amended on June 28, 2012 to allow for an additional year for all conditions to be completed. The time frame increased from the second anniversary to the third anniversary of the original agreement date which ends August 11, 2014. As per Section 2.3 (d) of the original Licence of Occupation, subsection (d) requires the completion of construction of the project and the submission of an "as built" survey confirming all improvements are located within the boundaries of the land.

CMC has received a funding agreement for the project with Eternaland Yuheng Ltd and is now fully committed to start construction of the project in June 2014. However, they cannot complete the project fully by August 2014 and need to have the construction time line modified to August 2016.

**As stated, they are fully committed to start this project in June 2014 but need a letter from MFLNRO extending the final construction completion date to 2016 (as above). Funding for the project from Eternaland Yuheng Ltd is dependent on having all approvals and government requirements in place.*

Regarding your request for documentation of commitment and diligent use of the site, the following is a list of tasks undertaken over the past 2 years that have been completed to move the project forward to start of construction.

- Down-zoning requirements for the marina footprint by City of Victoria resulted in reduced boundaries causing a delay of the project by the necessity of reducing the number of slips, redesigning the dock layout, reducing the dredging area and pile plan to fit between the new east and west boundaries between Paul Cane Place and Cooperage Place. A reduced number of slips also had an impact on the economics of the project.
- The project received approval from the Songhees First Nations and from the Esquimalt First Nations as identified in letters dated March 2011 (see reference to letters in August 24th, 2011 letters sent to Ms Jackie Albany and Council with the Songhees First Nation and to Chief Andy Thomas with the Esquimalt Nation by Department of Fisheries and Oceans (DFO) Habitat Biologist Michelle Bigg (Letters to Songhees and Esquimalt Band from DFO attached).
- The project finally received a Fish Habitat Authorization from the DFO (Signed by Nick Leone on October, 10, 2012 after Michelle Bigg (DFO) took over the file from the previous DFO habitat officer. The project was left unattended by DFO for several months due to changes at DFO. As per the letter forwarded to you by Michelle Bigg (dated August 24, 2012) changes to the Canadian Environmental Assessment Act (CEAA) on July 6, 2012 resulted in the cancellation of the environmental assessment process for the project (DFO Fish Habitat Authorization document attached).
- A letter was forwarded to Western Assets Management (Guy Scott) from Alain Magnan, Regulatory Manager Nanaimo for DFO dated January 8, 2014 amending the Fish Habitat Authorization 08-HPAC-PA3-00007 to extend the in-water working timing window to February 14, 2015. The working window would allow for dredging and pile driving for placement of the docks and wave attenuator (Amended DFO Habitat Authorization attached).
- In August 2013, WAM retained the services of a pile driving company to install three 12" piles within the Provincial marine Lot 1 (DL 119-Esquimalt Plan 44757) to demonstrate to the Province and the City of Victoria that they still intend to development a marina at the site.

Until February 24, 2014 Western Assets Management (WAM) owners of the VIM project had been marketing the project to start construction once they received 50% slip sale purchases. In 2012 and 2013 WAM continued to market the marina, completing permit modifications, and working with the Royal Quays Strata group and management of public opinion for the Marina project. A copy of the lay-out drawing from 2012 is included. Some activities and events included:

- Staffing display booths in two Seattle Boat Shows 2013 & 2014 and two Vancouver Boat shows, 2013 & 2014. These provide information and promote sales to potential marina clients.
- Developing magazine advertising and press releases; updating our website to build local project acceptance and good will, www.victoriainternationalmarina.ca and www.marinafacts.ca.

- Preparing and distributing an RFP for potential bidders of marina dock systems to award future contracts. Canadian firms appeared to be the successful bids, which will provide business to Canadian companies in the \$12 million dollar range.
- Development rights include 48 parking spaces within the Royal Quays Condo building held within a 99 year lease. The final stages of a working agreement with the Strata Corporation are in progress. This includes a shared cost to secure parking spaces so marina users will not have access to the condo building spaces. The project architect, Herbert Kwan, Community Marine Concepts, and the Strata are determining the final design of the access gates and security issues between our parking spaces and the resident spaces in the building.
- Parking spaces are rented to building tenants and other community members until we open the facility.
- CMC has an outstanding marketing agreement with CBRE of Victoria looking for tenants for the two onshore buildings.
- During the last quarter of 2012 and the spring and summer of 2013, the project architect prepared the building permit applications and drawing sets for each of the two onshore buildings. Planning and engineering meetings involved the City of Victoria and utility suppliers before our drawings and application were provided to the City of Victoria. After many meetings and months of work with the design staff, we successfully obtained one building permit for each of the two buildings.
- On August 30, 2013, to protect the development permit with the City of Victoria, WAM drove three piles as a start for one of the buildings to be constructed over the water. This activity was reported by a number of television, radio and newspaper interviews to inform the public of our intention to proceed with construction in the coming months.
- Daily response to requests for information from the community and boaters interested in purchasing marina slips within our project.

In summary, the past two years has been filled with numerous planning and design activities plus the collection of bids from project suppliers and providers of materials. CMC continues to market the features and benefits of owning a marina slip in the Victoria Harbor and demonstrate the economic benefits to boat owners and the business community. Pre-construction slip sales suffered as a result of the long planning period of the project (pre-2006). A change in the financing strategy was required. As a result, CMC has now partnered with Eternaland Yuheng Ltd to fully finance the construction of the project. As mentioned, it is understood that lawyers for Eternaland Yuheng Ltd have required CMC to have all approvals in place immediately to allow for start of construction before they will finalize finance for construction of the marina.

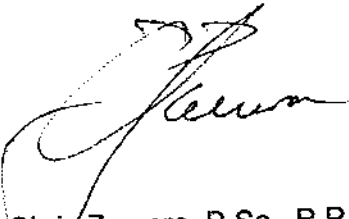
Supporting Documentation Attached:

- Revised Management Plan;
- Construction Time Schedule;
- Construction Cost Estimate;
- Copy of letter sent to Jackie Albany and Council with the Songhees FN from DFO;
- Copy of letter sent to Chief Andy Thomas with Esquimalt FN by DFO;
- Copy of DFO Fish Habitat Authorization (Authorization No. 08-HPAC-PA3-00007);
- Letter dated Jan 8, 2014 to Guy Scott (WAM) from DFO to extend Authorization
- Copy of Marina Lay-out Drawing;
- Copy of Construction Plan and Construction schedule;
- Marketing Information.

Aquaparian trusts this completes the list of information required for your review for an extension to the construction timeframe. If you need further information please contact the undersigned.

Respectfully,

AQUAPARIAN ENVIRONMENTALS SERVICES LTD



Chris Zamora, B.Sc., R.P.Bio.
Project Biologist/Principal

Client Acceptance

Date

Aquaparian

Environmental Consulting Ltd.

April 1, 2014

Bonita Wallace
Major Projects Specialist
Ministry of Forest Lands and
Natural Resource Operations

April 1/2014
G. Morley
R. G. G. G.

**RE: EXTENSION OF CONSTRUCTION TIMING WINDOW
REQUIREMENTS UNDER LICENCE OF OCCUPATION
MODIFICATION AGREEMENT
VICTORIA INTERNATIONAL MARINA**

1.0 INTRODUCTION

Aquaparian Environmental Consulting Ltd (Aquaparian) has been retained by Community Marine Concepts Ltd (CMC) to act as an agent on their behalf to deal with environmental services and to assist in agency approvals for the Victoria International Marina (VIM) project located in Victoria BC.

Aquaparian understands that Gary Morley, Portfolio Administrator with the Ministry of Forest Lands and Natural Resource Operations (MFLNRO) has agreed for Community Marine Concepts, in partnership with Eternaland Yuheng Ltd to take over ownership (Controlling Interests) of the VIM marine project from Western Assets Management (WAM).

The original Licence of Occupation for the project dated August 11, 2011, was amended on June 28, 2012 to allow for an additional year for all conditions to be completed. The time frame increased from the second anniversary to the third anniversary of the original agreement date which ends August 11, 2014. As per Section 2.3 (d) of the original Licence of Occupation, subsection (d) requires the completion of construction of the project and the submission of an "as built" survey confirming all improvements are located within the boundaries of the land.

CMC has received a funding agreement for the project with Eternaland Yuheng Ltd and is now fully committed to start construction of the project in June 2014. However, they cannot complete the project fully by August 2014 and need to have the construction time line modified to August 2016.

**As stated, they are fully committed to start this project in June 2014 but need a letter from MFLNRO extending the final construction completion date to 2016 (as above). Funding for the project from Eternaland Yuheng Ltd is dependent on having all approvals and government requirements in place.*

Regarding your request for documentation of commitment and diligent use of the site, the following is a list of tasks undertaken over the past 2 years that have been completed to move the project forward to start of construction.

- Down-zoning requirements for the marina footprint by City of Victoria resulted in reduced boundaries causing a delay of the project by the necessity of reducing the number of slips, redesigning the dock layout, reducing the dredging area and pile plan to fit between the new east and west boundaries between Paul Cane Place and Cooperage Place. A reduced number of slips also had an impact on the economics of the project.
- The project received approval from the Songhees First Nations and from the Esquimalt First Nations as identified in letters dated March 2011 (see reference to letters in August 24th, 2011 letters sent to Ms Jackie Albany and Council with the Songhees First Nation and to Chief Andy Thomas with the Esquimalt Nation by Department of Fisheries and Oceans (DFO) Habitat Biologist Michelle Bigg (Letters to Songhees and Esquimalt Band from DFO attached).
- The project finally received a Fish Habitat Authorization from the DFO (Signed by Nick Leone on October, 10, 2012 after Michelle Bigg (DFO) took over the file from the previous DFO habitat officer. The project was left unattended by DFO for several months due to changes at DFO. As per the letter forwarded to you by Michelle Bigg (dated August 24, 2012) changes to the Canadian Environmental Assessment Act (CEAA) on July 6, 2012 resulted in the cancellation of the environmental assessment process for the project (DFO Fish Habitat Authorization document attached).
- A letter was forwarded to Western Assets Management (Guy Scott) from Alain Magnan, Regulatory Manager Nanaimo for DFO dated January 8, 2014 amending the Fish Habitat Authorization 08-HPAC-PA3-00007 to extend the in-water working timing window to February 14, 2015. The working window would allow for dredging and pile driving for placement of the docks and wave attenuator (Amended DFO Habitat Authorization attached).
- In August 2013, WAM retained the services of a pile driving company to install three 12" piles within the Provincial marine Lot 1 (DL 119-Esquimalt Plan 44757) to demonstrate to the Province and the City of Victoria that they still intend to develop a marina at the site.

Until February 24, 2014 Western Assets Management (WAM) owners of the VIM project had been marketing the project to start construction once they received 50% slip sale purchases. In 2012 and 2013 WAM continued to market the marina, completing permit modifications, and working with the Royal Quays Strata group and management of public opinion for the Marina project. A copy of the lay-out drawing from 2012 is included. Some activities and events included:

- Staffing display booths in two Seattle Boat Shows 2013 & 2014 and two Vancouver Boat shows, 2013 & 2014. These provide information and promote sales to potential marina clients.
- Developing magazine advertising and press releases; updating our website to build local project acceptance and good will, www.victoriainternationalmarina.ca and www.marinafacts.ca.

- Preparing and distributing an RFP for potential bidders of marina dock systems to award future contracts. Canadian firms appeared to be the successful bids, which will provide business to Canadian companies in the \$12 million dollar range.
- Development rights include 48 parking spaces within the Royal Quays Condo building held within a 99 year lease. The final stages of a working agreement with the Strata Corporation are in progress. This includes a shared cost to secure parking spaces so marina users will not have access to the condo building spaces. The project architect, Herbert Kwan, Community Marine Concepts, and the Strata are determining the final design of the access gates and security issues between our parking spaces and the resident spaces in the building.
- Parking spaces are rented to building tenants and other community members until we open the facility.
- CMC has an outstanding marketing agreement with CBRE of Victoria looking for tenants for the two onshore buildings.
- During the last quarter of 2012 and the spring and summer of 2013, the project architect prepared the building permit applications and drawing sets for each of the two onshore buildings. Planning and engineering meetings involved the City of Victoria and utility suppliers before our drawings and application were provided to the City of Victoria. After many meetings and months of work with the design staff, we successfully obtained one building permit for each of the two buildings.
- On August 30, 2013, to protect the development permit with the City of Victoria, WAM drove three piles as a start for one of the buildings to be constructed over the water. This activity was reported by a number of television, radio and newspaper interviews to inform the public of our intention to proceed with construction in the coming months.
- Daily response to requests for information from the community and boaters interested in purchasing marina slips within our project.

In summary, the past two years has been filled with numerous planning and design activities plus the collection of bids from project suppliers and providers of materials. CMC continues to market the features and benefits of owning a marina slip in the Victoria Harbor and demonstrate the economic benefits to boat owners and the business community. Pre-construction slip sales suffered as a result of the long planning period of the project (pre-2006). A change in the financing strategy was required. As a result, CMC has now partnered with Eternaland Yuheng Ltd to fully finance the construction of the project. As mentioned, it is understood that lawyers for Eternaland Yuheng Ltd have required CMC to have all approvals in place immediately to allow for start of construction before they will finalize finance for construction of the marina.

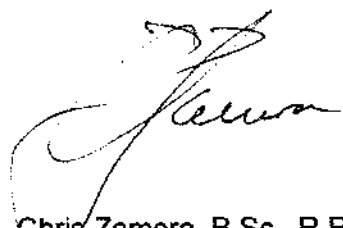
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Respectfully,

AQUAPARIAN ENVIRONMENTALS SERVICES LTD



Chris Zamora, B.Sc., R.P.Bio.
Project Biologist/Principal

Client Acceptance

Date

VICTORIA INTERNATIONAL MARINA MANAGEMENT PLAN

Date: April 2, 2013

The Victoria International Marina is a development by Community Marine Concepts Ltd (CMCL), which will include the development of a commercial marina on Crown Land, and two adjoining commercial buildings on private land.

The project site is located on the northwest side of the Victoria Harbour, known as the Songhees, and will be located in front of the Royal Quays condominium buildings at the end of Cooperage Place and Paul Kane Place.

The marina located within part of District Lot 119, Esquimalt District will provide moorage for up to 29 yachts ranging in size from 65' to 120'. The project also includes the development of two one-story commercial buildings on the neighbouring privately owned Lots 3 and 4. Lots 3 and 4 are owned fee simple by CMCL. Changes to the marina lay-out due to zoning changes by the City of Victoria in 2010 have resulted in the elongated section to the west (towards Lime Bay) within Lot 1 being cut-off and the new western and eastern boundaries of Lot 1 being moved in and in-line with the inside edge of Paul Kane and Cooperage Place road allowances.

The docks and floating wave attenuator and anchoring system for both will be confined entirely within the new lay-out of the lease lot. The wave attenuator used for the project will be constructed using concrete and styrofoam ballast underlay. The wave attenuator will be held in place using 32" steel piles filled with concrete. The docks or slips will be constructed of wood or concrete/Styrofoam underlay and held in place using 18" steel/concrete filled piles or using a Poralu Marine Sea-Flex system. Both anchor systems will allow the docks and wave attenuator to rise and fall with the tides. The marina will be accessed from the foreshore using an aluminum access ramp/s (Gangways).

The marina will not include a fuel dock.

Support services to the docks will include parking in the upland area, electricity, water, and a sanitary pump-out system.

Target Clients

Target clients for Victoria International Marina will include boat owners of vessels 65' – 120'. Primary targets are boat owners wishing to home port their vessel in Victoria. Secondary targets are transient boaters with boats 65' – 120' wishing to visit Victoria for short to medium length stays.

How the Facilities will be Rented

Boat owners will rent slips on a short, medium or long-term basis. Moorage agreements will be for daily, monthly, annual or multi-year. Moorage will be paid in advance, and will be calculated based on the length (LOA) of the vessel, or the length of the slip.

Customers entering into long-term, multi-year agreements will pre-pay rent for the full term, and will also be required to pay an annual Marina Maintenance Fee.

Utilities such as electricity will be separately metered, and customers will be charged based on their consumption.

Traffic Control

Traffic within the Port of Victoria is governed by the Port of Victoria Traffic Scheme, as set out by Transport Canada. Victoria International Marina will work with Transport Canada to ensure compliance with their requirements, including any Navigable Waters Permit issued by Transport Canada for the marina.

Yachts entering or exiting the marina will transit through the harbour using the main shipping channel, which is reserved for vessels 65 feet or more in length under the Traffic Scheme.

Transport Canada approved navigation markers, buoys, signage, lighting and communication protocols will be used to direct boats to and from the marina to the shipping channel. Requirements will be set out by Transport Canada in the Navigable Waters Permit issued by them for the marina. Transport Canada, the Victoria Harbour Authority, and the City of Victoria will be notified of the projects expected start of construction no less than 30 days prior to commencement to ensure that all dredging and pile driving operational measures are in place.

A non-powered vessel navigation channel will be provided for kayaks, canoes, and other non-powered vessels. This channel will be located between the marina docks and the shore, providing paddlers with a navigation option which does not require them to travel between the marina and Pelly Island.

The non-powered vessel navigation channel, and any control measures to ensure that vessels manoeuvring within the marina will not interfere with the small craft transiting the area, will be governed and protected by the terms of a Navigable Waters Protection Act permit to be issued by Transport Canada for the marina.

Marina Construction Works

The construction of the project is anticipated to take place over a two year period. The anticipated start date of dredging works for this project is June 15 to October 1, 2014, or as need subject to the timing of remaining approval windows (December 1, 2014 to

February 14, 2015) and also including those work windows from Transport Canada and the City of Victoria. A detailed construction schedule is attached that describes the tasks in relation to the start and finish dates of that task. The number of days mentioned are working days only which is based on a 5 day work week from Monday to Friday inclusive. This schedule is based on an approximate 19 month schedule which is the time frame that will be initially used as a target date with the outset not exceeding 24 months.

The anticipated start date of dredging works for this project will be completed no later than October 1, 2014 as per all compliances with those authorities having jurisdiction.

Dredging of some of the marina basin will be required. Sides of the dredged basin will be cut to 3 Horizontal and 1 Vertical (3:1) slope in order to limit the sides from sloughing in. Piling for the marina and buildings will commence after completion of dredging, or may commence prior to completion of the dredging depending on the piling procedure.

Upon completion of the dredging the piling components will be installed, which include piling for the wave attenuator, the marina floats and the two buildings. The pilings are steel pipe piles filled with concrete and reinforcement as per structural drawings and specifications that are based on input from the related engineers and their findings.

Upon completion of the pilings the concrete decks for the buildings will be installed as well as construction of the marina components, which include the wave attenuators and the marina slips and walkways.

The concrete decks will be a precast reinforced concrete beam system with concrete pile caps and precast hollow core slab components. A layer of rigid insulation is then placed on the hollow core system and covered with a finished concrete slab. All deck systems are structurally designed as per the Structural Engineer.

The docks and floating wave attenuator and anchoring system for both will be confined entirely within the new lay-out of the lease lot. The wave attenuator used for the project will be constructed using concrete and styrofoam ballast underlay. The wave attenuator will be held in place using 32" steel piles filled with concrete. The docks or slips will be constructed of wood or concrete/Styrofoam underlay and held in place using 18" steel/concrete filled piles or using a Poralu Marine Sea-Flex system.

The main building system is predominantly a structural steel system that includes components of structural steel stud framing. Exterior finish is a Reynobond insulated metal panel system and thermally broken curtain wall glazing system.

Roof system is a combination of structural steel joist with metal decking and wood timber framing and wood decking. A dual colored PVC roof Membrane covers the roof structure. Interior walls and finish is steel stud and drywall with the roof finish being an open exposed system that will show all exposed wood components. All design drawings are as per submitted and approved building permit drawings submitted by Herbert H Kwan Architect Inc.

As part of the construction works, fish habitat compensation works required by Fisheries & Oceans Canada will be included. Rock placement habitat compensation will be confined within the dredged area of the marina which includes the placement of 500m² of clean angular rock approximately 400mm in size and 1000m² of clean round gravels to be spread out on the bottom within the dredged marina. The material will be placed to a thickness depth of 0.2 to 0.4 m and will provide a new hard surface (reef) for colonization of marine seaweeds, various marine invertebrates, and fish such as rockfish, lingcod, perch, sculpins and greenling. Additional compensation outside the tenure area for dredged sediments will include the construction of three eelgrass beds to provide high value fish habitat.

A qualified environmental monitor will be on site daily during dredging, pile driving and dock placement (as required) to monitor and provide formal information about the project to the public.

Marina Operations

The management of the marina facility shall be familiar with the following documents during the operation and maintenance of the marina:

- "Best Management Practices for Marina and Small Boat Yards in British Columbia", Environment Canada, 1995.
- "Protecting the Aquatic Environment – A Boater's Guide", Canadian Coast Guard, 1997 (PWGSC).

Noise generated in the surrounding area is produced by activities consistent with busy waterfront cities, including pedestrian traffic on Westsong Walkway, vehicle traffic from the surrounding roadways, commercial and recreational boat traffic, ferry traffic and floatplane traffic from the inner and outer harbour.

Temporary noise disturbance is expected during the construction stage of the project. The daily operation of the marina facility is not expected to create any significant increase in noise over existing levels generated within the harbour. Moorage agreements will include marina rules governing a range of items, including noise. Marina customers will be asked to keep noise to a reasonable minimum at all times, and to use discretion in operating audio equipment in order to cause a minimum amount of annoyance to others.

Public access will be provided around both commercial buildings on walkways around the east, west and south building frontages. The north wall of the buildings fronts the Westsong Walkway. This public access will allow the general public the opportunity to walk out over the water, enjoy close-up views of yachts moored in the marina, as well as vistas over the marina to the Inner Harbour, across to Fisherman's Wharf and the Olympic Peninsula, and out to Georgia Strait through the mouth of the harbour.

VICTORIA INTERNATIONAL MARINA MANAGEMENT PLAN

Date: April 1, 2013

The Victoria International Marina is a development by Community Marine Concepts Ltd (CMCL), which will include the development of a commercial marina on Crown Land, and two adjoining commercial buildings on private land.

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The marina located within part of District Lot 119, Esquimalt District will provide moorage for up to 29 yachts ranging in size from 65' to 120'. The project also includes the development of two one-story commercial buildings on the neighbouring privately owned Lots 3 and 4. Lots 3 and 4 are owned fee simple by CMCL. Changes to the marina lay-out due to zoning changes by the City of Victoria in 2010 have resulted in the elongated section to the west (towards Lime Bay) within Lot 1 being cut-off and the new western and eastern boundaries of Lot 1 being moved in and in-line with the inside edge of Paul Kane and Cooperage Place road allowances.

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The marina will not include a fuel dock.

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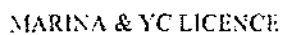
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That part of District Lot 119, Esquimalt District, containing approximately 1.74 hectares and to be more precisely defined by legal survey as herein provided



Crown Marine Management Ltd.

Cost Proforma

Construction Costs

Construction	sq. ft.	rate per ft.	cost
Lot 3	6721	s.21	s.21
Lot 4	7131		
Marina Office TI & Equipt.			≈
Totals			\$

Marina Construction

Building Piling- (subject to engineering)	\$
Overhead & Mobilization	\$
Supply Marina Pontoons to Site	\$
Install Marina Pontoons	\$
Supply of Attenuator Floats to Site	\$
Install Attenuator	\$
Supply of Pile for Marina & Attenuator	\$
Piling Marina & Attenuator	\$
Electrical System	\$
Mechanical: Domestic Water	\$
Fire System per local code	\$
Gangway & Bridges	\$
Signage	\$
Totals	\$

Contingency	\$
Service Connections	\$
Habitat Compensation	\$

Other Construction

Parkade Separation Costs	\$
Walkway Repairs	\$
Dredging (<i>to be confirmed</i>)	\$

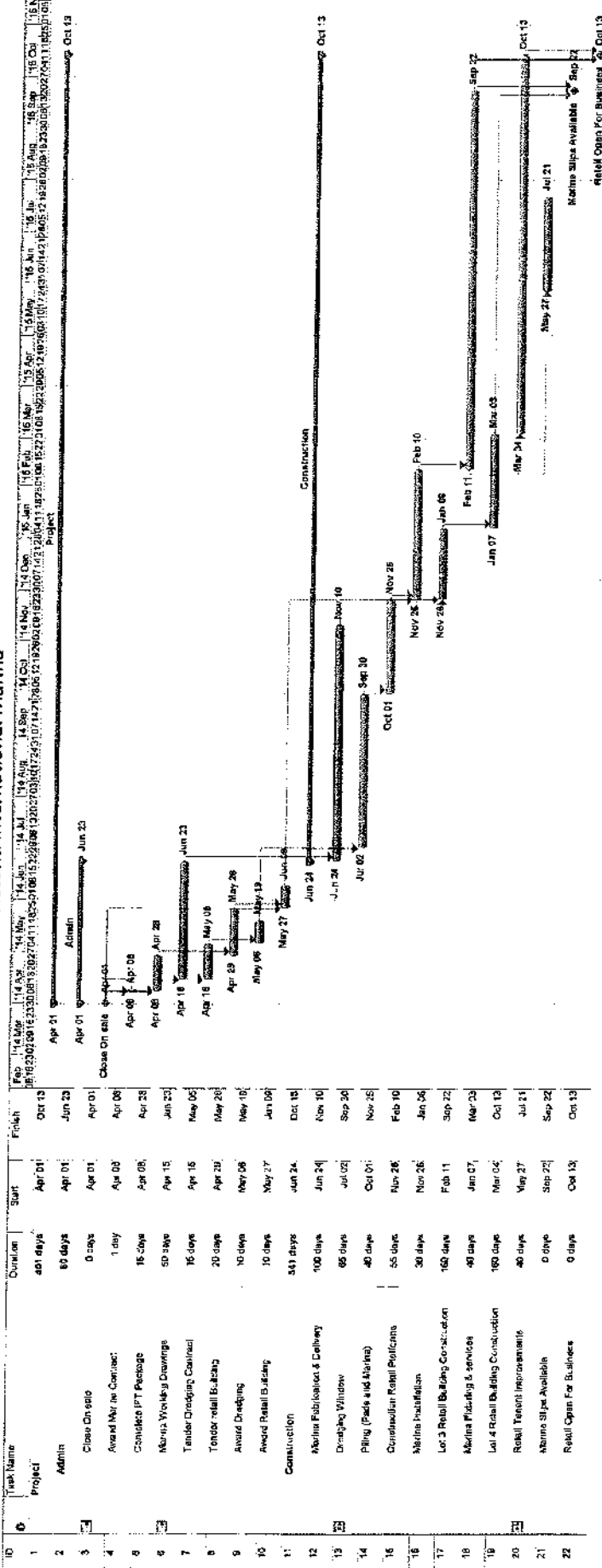
Municipal Costs

Proprty Taxes	\$
Offsites	\$
DCC's Residential	\$
City Engineering Fees	\$
Building Permit (<i>Paid</i>)	\$
LC Water Lot License	\$
LC Fee	\$
LC Recovery	-\$

Professional Fees

Architect
Construction Management
Consultants
Legal
Insurance
Appraisal Fees
Total

Project Schedule Victoria International Marina



MARKETING INDEX

1. Marketing Government
2. Victoria International Marina With a Global Reach
3. Situation Analysis
4. Pricing Rational for Slips in the Victoria International Marina
5. November 28, 2008 Letter from Rick Gladych to Mayor & Council
6. August 12, 2012 Email from Rick Gladych to Robert Evans
7. January 16, 2013 Email from Anthony Utley to Robert Evans
8. August 12, 2012 Email from Doug Houghton to Robert Evans
9. March 15, 2014 Email from Anthony Utley to Robert Evans
10. Crown Marina Management Ltd. Cost Pro Forma – Confidential
11. Canadian Pacific Marine Corridor Foundation

VICTORIA INTERNATIONAL MARINA



VICTORIA INTERNATIONAL MARINA

MARKETING SUMMARY

Introduction

Crests, Market Fragmentation, and new media channels that let customers bypass advertisements contradict the old ways of marketing. Relying on mass advertising media to build strong images are becoming a thing of the past.

Successful marketing communication agencies in North America, Europe and now Asia are blazing new trails in the part ad mass media age. Public editorial designs (PR) are producing results for less than 25% of the older styles of message building.

These successful campaigns share characteristics that have been studied extensively for application to the recreation marine markets that offer the greatest revenue and consistent growth that continued in a positive growth pattern even during recent recession periods. The Canadian Pacific Marine Corridor Foundation is an example of a strong communication design that can help grow the international markets for upscale marina facilities on the B.C. Coast. The CPMC plans, along with the Victoria International Marina marketing management commentaries attached to this document offer a brief sampling of the scope envisioned for the VIM resident and visitor markets.

The VIM marketing team, led by Robert Evans, includes some of the most successful marine industry management that has been developing not just in B.C., but globally:

- Anthony Utley - Raven Marine Group, Servicing
- Richard Gladych - Marine Transport and Insurance
- Jim Connolly - International Yacht Sales
- Douglas Houghton - International Marine Election, ES Manufacturing
- Greg Marshall - Architect, Trans Ocean Yacht Design Global Awards Winner

The combined brain trust has the expertise to bring the markets to the Coast of British Columbia, first to the Victoria International Marine at the entrance to the CPMC, and then other brands that will be built from existing faculties as well as brand new sites like the VIM.

VICTORIA INTERNATIONAL MARINA WITH A GLOBAL REACH

- The marina will enhance and augment the Westsong Walkway Greenway, providing the public the opportunity to get close to the water via the public docks, and interact with the working harbour via the kayak launch dock and access to the marina docks.
- A dedicated paddling route has been incorporated into the marina design. The paddling route is a minimum of 8 meters wide, and will allow paddlers to continue along the north shore without heading further out into the harbour or through the marina.
- **The paddling route has been designed to Transport Canada criteria such that it is navigable by kayaks, canoes, dragon boats and even 6-man outrigger canoes.**
- The marina project includes a public kayak launch dock and storage facility as part of its commitment to the small non-motorised boating community. This will accomplish one of the City's goals which it cannot achieve on its own.
- The marina project meets all City parking bylaw requirements in full. Almost \$2 million worth of parking for the marina was built in the appropriate locations at the request and direction of the City of Victoria in the late 1980's and early 1990's.
- 48 parking spaces were built in 1990 in the Royal Quays parkade specifically for the marina development. These are controlled by the marina developer for this purpose. In addition, Paul Kane Place and Cooperage Place were designed and built as extra-wide streets to accommodate 90 degree parking so there would be additional parking capacity for the planned marina.
- A 2006 survey conducted by Genesis Public Opinion Research Inc. and Smith Gunther Associates found that the recreational boating industry in BC generated \$1.35 billion in direct and indirect impacts. Estimating total impacts of BC's recreational boating industry, the \$1.35 billion increased to \$3.3 billion with \$475 million in taxes. Marinas are significant contributors to this impact, with total revenues from BC marinas of \$283 million in 2006. This does not include ancillary services that are typically located near marinas to service recreational boats.
- Over 25% of survey respondents in the study indicated that the availability of slips greater than 50 feet was a serious or prohibitive impediment to business. Victoria International Marina is meeting an identified need for larger slips to accommodate the trend of larger yachts on the West Coast. That is still the case almost 10 years later.

- Once complete, the marina will welcome lucrative tourist and destination traffic to the city and generate the 'spin-off' income that will affect nearly every sector of the economy, from marine suppliers to retail, hotel accommodation and attractions.
- The surrounding neighbourhood is one comprised entirely of residential condominiums. Critics have said there is no variety, and no commercial or business services. The marina, with active marine businesses, a coffee house, restaurant, and public access to the docks, will provide the texture and variety currently missing from this neighbourhood, as well as a new Harbour Club for the several thousand condo residents within walking distance of the marina.
- The Greater Victoria Harbour Authority (GVHA) 2009/2010 Business Plan states that *"the trend towards increased size of pleasure vessels and mega yachts will continue"* and *"there appears to be a shortage of large slip (50 ft. plus) pleasure vessel moorage in the Victoria/Sidney region"*. It says further that *"a clustering effect may be beneficial"* from the creation of additional moorage on Victoria Harbour for vessels over 50 feet. This is a direct reference to the Victoria International Marine project, and acknowledges the benefits of creating a large vessel precinct or cluster in Victoria, which will have substantial economic impact on the Greater Victoria area.

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11. Bylaw No. 80-159, Zoning Map, City of Victoria (November 27, 2008)
12. Victoria Concept Plan for the Songhees Peninsula, City of Victoria & Province of British Columbia (1984)
13. Victoria International Marina Port Victoria Yacht Club - Study of Seaplane Activities within Victoria Harbour, McNeal & Associates Consultants Ltd. (September 15, 2006)
14. Historical Photos of Victoria Harbour, Wavepoint Consulting (March 2009)

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20. Sediment Analysis Results, EBA Engineering Consultants Ltd. (January 26, 2007)
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24. Supplementary Wave Spectral Results in Response to Triton Consultants Ltd. Report Regarding Modelling Effects of the Wave Attenuator for the Victoria International Marina, ASL Environmental Sciences Inc. (July 23, 2009)
25. Preliminary Report: Response to Triton Consultants Ltd. Report Regarding Modeling Effects of the Wave Attenuator for the Victoria International Marina, ASL Environmental Sciences Inc. (June 15, 2009)
26. Victoria International Marina Review of ASL Environmental Sciences Inc. Report dated January 2009, Triton Consultants Ltd. (June 15, 2009)
27. Modeling Effects of Wave Attenuator at Victoria International Marina, ASL Environmental Sciences Inc. (January 2009)
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34. Economic Impact of the Canadian Recreational Boating Industry: 2006, Genesis Public Opinion Research Inc. & Smith Gunther Associates (September 2007)
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Situation Analysis

Market Assessment

- 1. Marine Industry** – The British Columbia marine industry generates more than \$7 billion per year and provides quality jobs for thousands of people. This is a major industry across-the-board, expecting strong growth rates this year and stronger in the future. Marinas operate with strong economic stability as the clients of these businesses have proven to be financially stable, continuing to afford marina fees and boat maintenance even during negative economic periods. Boats don't go away, even during a recession.

There is significant market demand for a new marina on Vancouver Island. "There were one million boats registered in the Victoria/Vancouver/Seattle triangle in 1984; and likely over 1.5 million today. Growth in this burgeoning industry is continuing even during recessions". (Brian Barnett past president Ocean Industries BC)

"Most marinas on Vancouver Island have a four-to-six year waiting list for slips over 50 feet. The Greater Victoria Harbour Authority has ordered an additional eight slips over 100 feet long, and Seattle is moving in the same direction. Vancouver is limited by available space." (Anthony Utley Raven Marine Group)

The Marina Industry Association of Australia (MIAA) has released a report of research conducted by the Recreational Marine Research Centre (RMRC) at Michigan State University highlighting the significance of marinas as economic and employment hubs within their communities. There are many parallels between Australia and BC.

Based on 2008/09 data the estimated total direct economic value of Australian marinas as measured by total revenue generated was \$1.16 billion or \$3.6 million per marina. The estimated direct permanent and casual employment generated by marinas was estimated to be approximately 6,400 or 17 persons per marina.

- 2. Global Yachts** – According to Economic Analysis of the Superyachts Industry, February 2012, large ocean-going yachts contributed over \$30 billion to the economy in 2010. Direct contribution - \$17.2 billion Indirect contribution - \$12.8 billion

- Over 6,000 companies operate in the large yacht industry.
- Jobs created by the yachts are worth \$7.5 billion annually.
- \$5.5 billion spent on land-based jobs annually.
- \$2 billion spent on yacht crew jobs annually.
- Between 150,000 and 130,000 land-based jobs.
- Up to 100,000 contractor/day worker jobs.
- 33,000 crew employed on yachts.
- Suppliers and manufacturers are the leading industry sector, with 40.8% share of business worldwide.

The publication goes on to say “whilst we do not expect the rapid growth that the fleet encountered in the last decade, there is no question that the fleet will continue to grow. The number of yachts launched annually is likely to continue to far outweigh the number of yachts being written off (whether due to accidental destruction or intentional scrappage) for the foreseeable future. Thus, the global economic impact of seems likely to continue to increase.

“A sample of 2,735 yachts (63 per cent of the fleet) has shown that the fleet is predominantly based in Europe, with 48 per cent of sampled yachts having their registered homeport there. 40 per cent are based in the Americas, and just 12 per cent based in the RoW (rest of the world). According to our survey, 21.5 weeks a year is the average time a yacht spends in its homeport, leaving the rest of the time cruise elsewhere, and the opportunity for marinas and ports to take advantage of this time by trying to attract superyachts to berth with them. Clearly Europe and North America are the destinations of choice for homeports.

“A major source of income for ports and marinas with superyacht capacity is berthing fees from both visiting superyachts and yachts permanently based at a facility. Money made from renting or selling berths can vary greatly, dependent on factors such as berth size, season and location of the marina. Marinas in prime locations will understandably command higher numbers, whilst bigger yachts and yachts with multihulls can also expect to pay a premium for the larger berths.

“Our survey of yachts, and existing research, has shown that superyachts are extremely transient and many spend large amounts of time away from their homeport. The majority of yachts surveyed stay for just one to two days in a port when cruising... with the second most popular duration of stay being three to four days.

"Across the fleet of 4,406 yachts there are potentially some 275,000 days of berthage fees available to marinas around the world each year on top of the fees charged for leasing/purchase of homeport berths." (Economic Analysis of the Superyachts Industry)

3. Vancouver Island real estate – A Victoria Real Estate Board found that of last year's home sales, more than 10% were second homes, purchased for future retirement, vacation use, or as a revenue property. More than 8% of purchases were in the Malahat, the Gulf Islands, or other non-urban area. Approximately 18% of purchasers were retirees. The island is a magnet for present and future residents from the western provinces.

Competitive Situation

According to Jim Connolly, sales of fee simple slips are scarce, but two 50' slips recently sold, one at \$540,000 (with parking) and one at \$475,000 (in a less desirable part of the marina). A 60' slip is for sale at \$725,000. The last 80' slip to sell was two years ago, for \$1,000,000.

In a recent news release, Comox Bay Marina and Residences, announced that it is entering the sales phase for its 2012 campaign after registering over 2000 interested buyers from local and non-local areas.

Political and Legal Influences

Companies in British Columbia benefit from low taxes, competitive operating costs, stable labour conditions and an exceptional multicultural work force that is well educated, highly skilled and productive.

The project will obtain all necessary provincial or regional permits for construction and development; electrical, plumbing, heating, pools; selling tobacco, food/alcohol, retail goods; business and professional services; dangerous goods and waste; and natural resources.

Economic Influences

According to the government's InvestinCanada.com website, Canada boasts the world's most stable financial sector.

- For the fourth straight year, the World Economic Forum has rated Canada's banking system as the world's soundest.
- During the financial crisis, no Canadian bank or insurer failed and none required bailouts.

Pricing Rational for Slips in the Victoria International Marina

Bob Evans, here are my thoughts on the pricing and marketing rational for the Victoria Marina project. - Anthony Utley

As you know I have been involved in many marina operations over the years and can give you my perspective on what I think will work and why. I have sold both leases and fee simple slip titles at Sidney Marina and Mari Quay in False Creek Vancouver.

I have looked at the VIM project and let me say that I think your timing is tight for this project based on a few factors.

The Canadian dollar is starting to weaken against the U.S.

The American Economy is getting back on its feet and the U.S. Yacht sales outlook is good with GE Capital which floor finances many of the American Yacht dealers showing a strong outlook and good present sales and inventory turnover numbers.

Another good sign is the Vacancy Rate at other quality marinas in the area is starting to get tight with the Van Isle Marina reporting 98% occupancy rates on its bigger slips.

The Pacific Northwest is rated one of the premier Yachting destinations in the World and your Marina is the perfect gateway to this experience. It fits the Canadian Pacific Marine Corridor Foundation packaging very well.

Your sales format of offering long term leases has proved very successful in the past in this area. One example of this is Port Sidney Marina built with half the slips in a long term lease format for sales provided full revenue to construct the Marina as well as long term dock management fee revenue to the Marina owners.

Many of our clients over the years have purchased the long term leases and made out very well financially from the arrangement, most leases' changed hands at least four or five times an most of the time they sold for more than they were purchased for originally even though the time on the lease had diminished. This was possible because of two factors, one was there was simply

a strong demand for larger slips in the area and clients were willing to pay more just to get a spot in the local area. The other reason was that they were originally priced on what a local slip at that size was going for on an annual basis over the multiple of the lease period.

In other words if you take the total value of the lease and divide the number of years on the lease and compare it to local monthly charges at an equivalent Marina, assuming you could even find a slip, it worked out that you were locking in your annual moorage rate at that days rate for the life of your lease.

When I look at the pricing for the VIM project I find that the numbers work the same way.

I will use a 100' Slip as an example to illustrate my point.

I have used Van Isle Marina out in Sidney as a Comp but the truth is that your location will simply be in much higher demand as a result of its location in downtown Victoria Harbour. It is likely that the VIM will be the last private marina ever built in the harbour.

A 100 ft. Slip at Van Isle current monthly rate is 24.50 per foot per month.

If you multiply that by 100 and then by 12 to get an annual rate of \$29,400. Plus GST.

I would consider that a real comp with a slight devaluation on the Van Isle site because of the location differences.

When you take the Value of one of VIM's 105 ft. slips at \$997,500 and divide that over the 40 years of the lease you get 24,937.50 per year. Now you must add dock maintenance fees of approx. 6000, per year for a total of 30,937.

So as you can see these numbers are very close, the difference is you have locked that rate in for the next forty years. If you look at what moorage rates have done in the last forty years it is not hard to realize that this is an attractive opportunity.

Another example is a slip we had at Port Sidney that was 80 Ft. in length. It originally sold for 80,000 dollars on a thirty year lease, resold in year five for \$110,000 due to demand and local moorage prices, sold again in year nine for \$160,000 again due to demand and comparisons to local moorage prices. Now with five years left on the slip its value is starting to decline and will sell for about \$60,000 again due to local demand and moorage price comparisons.

One other thing to consider is the fee that the Marina takes every time a lease is sold to a new owner. In the contract for the license of occupation or Docko lease as we call it is a fee payable to the owners of the Marina for the transfer of the lease. This is set at ten percent at Port Sidney. I estimate over the life of the leases at VIM you can expect to generate another s.21 in transfer revenue to the marina owner based on an estimate transfer of the lease at five times per lease over 40 years.

Clients will say to you "but what about the lost opportunity cost on the money they have put forward for the lease?" It is not too hard to convince them that this could very well be a money making proposition when and if they sell the lease in the future based on the pricing and demand for moorage at that time. I just remind my clients that that is not the logic they used to buy the ten million dollar yacht that this slip will be used for. The other thing is that most of these slips are held as corporate entities and as such as depreciated down in value over the life of the lease just as the Yachts are.

When I look at your pricing schedule for all the 29 Slips my pricing logic still works out as the bigger the slip the higher the demand. That is proven over and over.

Other opportunities for slip revenue to the owner of the Marina are in the slip management fees and the transient moorage fees managed and collected by the Marina. Normally a split on the transient moorage of 60/40 with sixty going to the Marina owner and the forty going to the tenant which then in turn can be used as a credit against their annual dock maintenance fees.

I hope this information helps you and your investors see that the logic on the pricing structure is in my opinion sound, based on all past evidence in the local area. AS you know in my other business pursuits I am involved in Yacht shipping and management internationally and the local area. Our company and our competition ship between 250-300 Yachts into this Vancouver Island every year. These boats need somewhere to moor and this level of quality development is a perfect fit to the growing large yacht market.

Please do not hesitate to contact me if you would like more info or discussion, I am excited to see that this opportunity will become reality.

Best Regards, Anthony,

President, the Raven Group of Companies

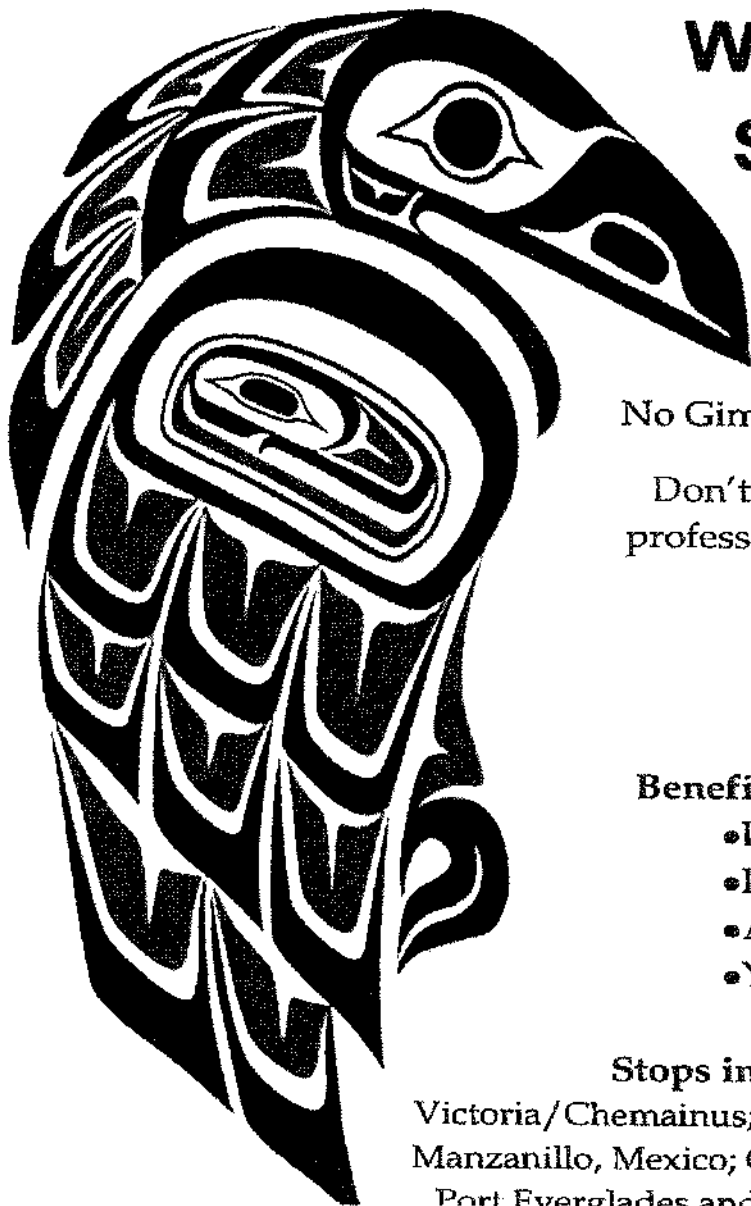
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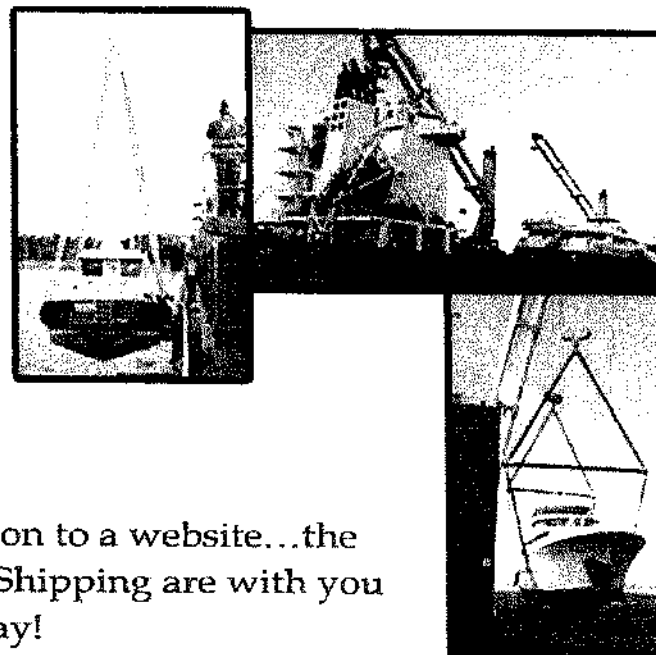


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Victoria International Marina



SCOPE OF WORKS

Marina : Aluminum Floating Docks & Gangways (not incl. Wave Attenuator)

PROPOSAL V200 (10')

Project : Q0809-003

Ref: NH-24032014

2014-03-24

CUSTOMER

Robert EVANS
Crown Marine Management Ltd

Phone:

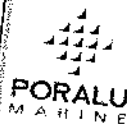
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E-mail :

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Proposal made by :

Nelson Hill
Sales & business dypt
Cell : (250) 884-3625
n.hill@poralu.com

Wallace, Bonita FLNR:EX

From: Wallace, Bonita FLNR:EX
Sent: Wednesday, April 2, 2014 12:07 PM
To: 'czamora@aquaparian.com'; 'evanscrownmarine@shaw.ca'
Subject: 1405848 - Community Marine Concepts Ltd. Request for extension to Construction Schedule
Attachments: License 1405848.pdf; 1405848 Mod.pdf

Chris and Bob:

Attached is a copy of the License document.

The construction of the marina is intricately tied to the term of the License of Occupation. The License was issued for the purpose of excavating, dredging and construction of marina improvements and a Lease must be in place prior to providing any moorage to vessels within the tenure area. Your request to extend the construction schedule requires an extension to the term of the Licence. As you are aware we have already extended the term of the License once by way of a Modification Agreement. An additional extension of two years requires another Modification Agreement and that you address the extenuating circumstances which have led to this request.

Article 2.3 makes it clear that if certain conditions are not completed by the expiry of the Licence we will not be able to enter into a Lease Agreement for a marina. Those conditions are roughly paraphrased below:

1. You must not be in default of any term of the Licence Agreement
2. A survey of the boundaries of the Land (Land covered by water) has been completed by a BCLS...
3. You make a written request for a Lease and execute and return the Lease document to us with any other requirements of the lease.
4. You have completed construction of the improvements necessary for the operation of a Marina as depicted on that portion of the Management Plan titled "Marina Layout/Site Plan" and dated November 17, 2010 (also see inset on Page 17 of the Licence Agreement). AND you have provided to us an "as built" survey prepared by a BCLS, confirming that all improvements are within the boundaries of the Land.

As noted in our conversation of this morning, the updated Management Plan will need to be signed and dated by yourselves and by us.

Bonita Wallace

MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 6N7
Phone (250) 751-7248
Fax (250) 751-7224
(mailto:Bonita.Wallace@gov.bc.ca)

Wallace, Bonita FLNR:EX

From: Wallace, Bonita FLNR:EX
Sent: Wednesday, April 2, 2014 9:05 AM
To: 'czamora@aquaparian.com'
Subject: RE: Licence of Occupation Extension #114030

Hi Chris:

No. I mean the legal survey of the tenure area that was to be completed by a BCLS.

Bonita Wallace

MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 69T
Phone (250) 751-7248
Fax (250) 751-7224
(mailto:Bonita.Wallace@gov.bc.ca)

From: Chris Zamora [mailto:czamora@aquaparian.com]
Sent: Wednesday, April 2, 2014 8:55 AM
To: Wallace, Bonita FLNR:EX
Subject: RE: Licence of Occupation Extension #114030
Importance: High

Hi Bonita – When you say you need a survey do you mean a Mets and Bounds survey with a POC.

Cheers and Thanks

Chris Zamora, B.Sc., R.P.Bio

Aquaparian Environmental Consulting Ltd.

Nanaimo, BC

Cell: 250-714-8864

Office: 250-591-2258

czamora@aquaparian.com

From: Wallace, Bonita FLNR:EX [mailto:Bonita.Wallace@gov.bc.ca]
Sent: March-31-14 1:49 PM
To: 'czamora@aquaparian.com'
Subject: RE: Licence of Occupation Extension #114030

Chris:

Attached is a copy of the Management Plan and the approved Transport Canada Plan (which forms part of the Management Plan). (Please note that although the stamp states Approved Development Plan, this is clearly the Management Plan that we currently have on file)

Your updated Management Plan should provide greater detail with respect to the construction schedule timelines (what needs to be completed, construction materials, changes to the development plan and why they were required). If the layout of any areas within the Marina have changed, these drawings will also need to be updated and provided for our review.

Your written submission should also include all pertinent information as to why the construction schedule needs to be extended. (i.e. – Rezoning, DFO Habitat plans etc.)

Bonita Wallace

MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 69T
Phone (250) 751-7248
Fax (250) 751-7224
(mailto:Bonita.Wallace@gov.bc.ca)

From: Chris Zamora [mailto:czamora@aquaparian.com]

Sent: Monday, March 31, 2014 10:26 AM

To: Wallace, Bonita FLNR:EX; Morley, Gary FLNR:EX

Subject: RE: Licence of Occupation Extension #114030

Hi Bonita / Gary – Attached is the old Letter of Occupation. This has been extended by Gary Morley. Please take a look at the old Licence of Occupation; Section 2.3 (d) identifies a "Management Plan". Your office has a copy of the Management Plan under project File number 1405848 – Disposition No. 875319. Can I please get a copy of that today. I will come by and pick it up. You can call me at my office at 250-591-2258 or my cell 250-714-8864.

Cheers and Thanks

Chris Zamora, B.Sc., R.P.Bio

Aquaparian Environmental Consulting Ltd.

Nanaimo, BC

Cell: 250-714-8864

Office: 250-591-2258

czamora@aquaparian.com

From: Wallace, Bonita FLNR:EX [mailto:Bonita.Wallace@gov.bc.ca]

Sent: March-31-14 8:56 AM

To: 'czamora@aquaparian.com'

Subject: RE: Licence of Occupation Extension #114030

Chris:

We still need to be confident that there has been and will be continued diligent use of the site and that you won't be making this same request again in two years time.

There is no need for you to come by the office, but we do need something in writing to address our concerns before I recommend in favour of extending the construction work window.

Bonita Wallace

MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 69T
Phone (250) 751-7248
Fax (250) 751-7224
(mailto:Bonita.Wallace@gov.bc.ca)

From: Chris Zamora [mailto:czamora@aquaparian.com]

Sent: Monday, March 31, 2014 8:43 AM

To: Wallace, Bonita FLNR:EX
Subject: RE: Licence of Occupation Extension #114030

Hi Bonita – We are only asking for an extension on the construction window. The project is going to start this June. As understood, the construction work window on the Licence of Occupation says that construction works are to be completed by August 2014. We would like to extend the construction work window until August 2016.

Bob Evans and myself can come by your office this morning. My office number is 250-591-2258.

Cheers and Thanks
Chris Zamora, B.Sc., R.P.Bio
Aquaparian Environmental Consulting Ltd.
Nanaimo, BC
Cell: 250-714-8864
Office: 250-591-2258
czamora@aquaparian.com

From: Wallace, Bonita FLNR:EX [<mailto:Bonita.Wallace@gov.bc.ca>]
Sent: March-31-14 8:30 AM
To: 'czamora@aquaparian.com'; 'evanscrownmarine@shaw.ca'
Cc: Morley, Gary FLNR:EX
Subject: RE: Licence of Occupation Extension #114030

Chris Zamora and Bob Evans:

Before we can agree to once again amend the term of the License of Occupation, you must provide us with a record of your diligent use of the site. Why do you need the date extended? What works have been completed? Has the legal survey of the lot been completed? If not, why? Are there any proposed changes to the Management Plan or Development Plan? If so, please provide these proposed changes for our review and approval.

Bonita Wallace
MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 69T
Phone (250) 751-7248
Fax (250) 751-7224
(<mailto:Bonita.Wallace@gov.bc.ca>)

From: Harvey, Mark FLNR:EX
Sent: Friday, March 28, 2014 4:27 PM
To: 'czamora@aquaparian.com'
Cc: Wallace, Bonita FLNR:EX; Morley, Gary FLNR:EX
Subject: RE: Licence of Occupation Extension #114030

Chris:

I am forwarding your enquiries to Bonita Wallace who is familiar with the file. Gary Morley is already apprised of the request.

Kind regards

Mark Harvey P.Ag.
Land Officer
Natural Resource Operations
Suite 142-2080 Labieux Road
Nanaimo BC V9T 6J9
Phone: (250) 751-7257
Fax: (250) 751-7224
email: mark.harvey@gov.bc.ca

From: Chris Zamora [<mailto:czamora@aquaparian.com>]
Sent: Friday, March 28, 2014 4:10 PM
To: Harvey, Mark FLNR:EX
Cc: Morley, Gary FLNR:EX; evanscrownmarine@shaw.ca
Subject: RE: Licence of Occupation Extension #114030
Importance: High

Hi Mark and Gary – Greatly apologize for the short notice.

Aquaparian Environmental Consulting is acting as an agent for Community Marine Concepts Ltd. (CMCL) and with the Victoria International Marina development project located in Victoria BC. I believe Gary Morley responded to Mr. Bruce Halser also an agent for CMCL a few weeks ago about the province approving the new ownership of the Marina project to CMCL from Western Assets Management.

****As understood, the Licence of Occupation for the project has a construction completion date of August 2014. CMCL would like to start construction of the project this coming June but needs the Construction completion date changed to August 2016. Can this be done. It is also understood now that my client Mr. Bob Evans needs to have a letter in hand or some kind of assurance (via e-mail) from the Province that an extension of the projects construction completion date can be extended to August 2016. Mr. Evans direct e-mail is as follows:**

evanscrownmarine@shaw.ca

If need be, Mr. Evans can meet with either of you on Monday to answer any questions. You can also call him directly at 1-250-818-7040.

Mr. Evans mailing address is:

Robert Evans
Community Marine Concepts
1244 Muirfield Place, Unit 104
Victoria BC, V9B 6T3

Again, I apologize for the short notice.

Cheers and Thanks
Chris Zamora, B.Sc., R.P.Bio
Aquaparian Environmental Consulting Ltd.
Nanaimo, BC
Cell: 250-714-8864
Office: 250-591-2258
czamora@aquaparian.com

Page 096 to/à Page 107

Withheld pursuant to/removed as

NR

Licence No.: 114030

File No.: 1405848

Disposition No.: 875319

THIS AGREEMENT is dated for reference the 4th day of April, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

COMMUNITY MARINE CONCEPTS LTD.
UNIT 8 - 934 BOULDERWOOD RISE
VICTORIA, BC V8Y 3H7

(the "Client")

WITNESS THAT WHEREAS:

The Province and the Client entered into a Licence of Occupation agreement dated August 11, 2011, which was subsequently amended by a Modification Agreement dated June 11, 2012. (herein called the "Tenure") over those lands more particularly known and described as:

That part of Lot 1, District Lot 119, Esquimalt District, containing 1.74 hectares, more or less

The parties have agreed to amend the Tenure.

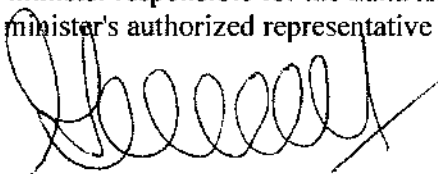
NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1 To amend the term in Section 2.2 of the Licence from "three years" to "five years";

- 2 To amend the anniversary referred to in Section 2.3 of the Licence from "third anniversary" to "fifth anniversary";
- 3 To amend the term referred to in Section 2.2 of the sample Lease appended to the Licence document from "44 years" to "42 years";
- 4 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 5 Time shall continue to be of the essence in this agreement and the Tenure.
- 6 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

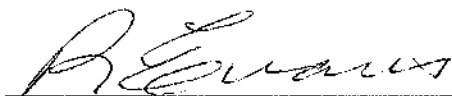
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
COMMUNITY MARINE CONCEPTS LTD.
by a duly authorized signatory



Authorized Signatory

VICTORIA INTERNATIONAL MARINA MANAGEMENT PLAN

Date: April 2, 2013

The Victoria International Marina is a development by Community Marine Concepts Ltd (CMCL), which will include the development of a commercial marina on Crown Land, and two adjoining commercial buildings on private land.

The project site is located on the northwest side of the Victoria Harbour, known as the Songhees, and will be located in front of the Royal Quays condominium buildings at the end of Cooperage Place and Paul Kane Place.

The marina located within part of District Lot 119, Esquimalt District will provide moorage for up to 29 yachts ranging in size from 65' to 120'. The project also includes the development of two one-story commercial buildings on the neighbouring privately owned Lots 3 and 4. Lots 3 and 4 are owned fee simple by CMCL. Changes to the marina lay-out due to zoning changes by the City of Victoria in 2010 have resulted in the elongated section to the west (towards Lime Bay) within Lot 1 being cut-off and the new western and eastern boundaries of Lot 1 being moved in and in-line with the inside edge of Paul Kane and Cooperage Place road allowances.

The docks and floating wave attenuator and anchoring system for both will be confined entirely within the new lay-out of the lease lot. The wave attenuator used for the project will be constructed using concrete and styrofoam ballast underlay. The wave attenuator will be held in place using 32" steel piles filled with concrete. The docks or slips will be constructed of wood or concrete/Styrofoam underlay and held in place using 18" steel/concrete filled piles or using a Poralu Marine Sea-Flex system. Both anchor systems will allow the docks and wave attenuator to rise and fall with the tides. The marina will be accessed from the foreshore using an aluminum access ramp/s (Gangways).

The marina will not include a fuel dock.

Support services to the docks will include parking in the upland area, electricity, water, and a sanitary pump-out system.

Target Clients

Target clients for Victoria International Marina will include boat owners of vessels 65' - 120'. Primary targets are boat owners wishing to home port their vessel in Victoria. Secondary targets are transient boaters with boats 65' - 120' wishing to visit Victoria for short to medium length stays.

R. Brown
Community
Marine
Concepts Ltd

Approved
Management Plan
Approved by
Date
Replaced by
Date

How the Facilities will be Rented

Boat owners will rent slips on a short, medium or long-term basis. Moorage agreements will be for daily, monthly, annual or multi-year. Moorage will be paid in advance, and will be calculated based on the length (LOA) of the vessel, or the length of the slip.

Customers entering into long-term, multi-year agreements will pre-pay rent for the full term, and will also be required to pay an annual Marina Maintenance Fee.

Utilities such as electricity will be separately metered, and customers will be charged based on their consumption.

Traffic Control

Traffic within the Port of Victoria is governed by the Port of Victoria Traffic Scheme, as set out by Transport Canada. Victoria International Marina will work with Transport Canada to ensure compliance with their requirements, including any Navigable Waters Permit issued by Transport Canada for the marina.

Yachts entering or exiting the marina will transit through the harbour using the main shipping channel, which is reserved for vessels 65 feet or more in length under the Traffic Scheme.

Transport Canada approved navigation markers, buoys, signage, lighting and communication protocols will be used to direct boats to and from the marina to the shipping channel. Requirements will be set out by Transport Canada in the Navigable Waters Permit issued by them for the marina. Transport Canada, the Victoria Harbour Authority, and the City of Victoria will be notified of the projects expected start of construction no less than 30 days prior to commencement to ensure that all dredging and pile driving operational measures are in place.

A non-powered vessel navigation channel will be provided for kayaks, canoes, and other non-powered vessels. This channel will be located between the marina docks and the shore, providing paddlers with a navigation option which does not require them to travel between the marina and Pelly Island.

The non-powered vessel navigation channel, and any control measures to ensure that vessels manoeuvring within the marina will not interfere with the small craft transiting the area, will be governed and protected by the terms of a Navigable Waters Protection Act permit to be issued by Transport Canada for the marina.

Marina Construction Works

The construction of the project is anticipated to take place over a two year period. The anticipated start date of dredging works for this project is June 15 to October 1, 2014, or as need subject to the timing of remaining approval windows (December 1, 2014 to

*Community
Marine
Concepts Ltd.*

Approved Management Plan
Approved by _____
Date _____
Replaced by _____
Date _____

February 14, 2015) and also including those work windows from Transport Canada and the City of Victoria. A detailed construction schedule is attached that describes the tasks in relation to the start and finish dates of that task. The number of days mentioned are working days only which is based on a 5 day work week from Monday to Friday inclusive. This schedule is based on an approximate 19 month schedule which is the time frame that will be initially used as a target date with the outset not exceeding 24 months.

The anticipated start date of dredging works for this project will be completed no later than October 1, 2014 as per all compliances with those authorities having jurisdiction.

Dredging of some of the marina basin will be required. Sides of the dredged basin will be cut to 3 Horizontal and 1 Vertical (3:1) slope in order to limit the sides from sloughing in. Piling for the marina and buildings will commence after completion of dredging, or may commence prior to completion of the dredging depending on the piling procedure.

Upon completion of the dredging the piling components will be installed, which include piling for the wave attenuator, the marina floats and the two buildings. The pilings are steel pipe piles filled with concrete and reinforcement as per structural drawings and specifications that are based on input from the related engineers and their findings.

Upon completion of the pilings the concrete decks for the buildings will be installed as well as construction of the marina components, which include the wave attenuators and the marina slips and walkways.

The concrete decks will be a precast reinforced concrete beam system with concrete pile caps and precast hollow core slab components. A layer of rigid insulation is then placed on the hollow core system and covered with a finished concrete slab. All deck systems are structurally designed as per the Structural Engineer.

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Roof system is a combination of structural steel joist with metal decking and wood timber framing and wood decking. A dual colored PVC roof Membrane covers the roof structure. Interior walls and finish is steel stud and drywall with the roof finish being an open exposed system that will show all exposed wood components. All design drawings are as per submitted and approved building permit drawings submitted by Herbert H. Kwan Architect Inc.

*Community Marina
Concepts Ltd. R.E.*

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Date

As part of the construction works, fish habitat compensation works required by Fisheries & Oceans Canada will be included. Rock placement habitat compensation will be confined within the dredged area of the marina which includes the placement of 500m² of clean angular rock approximately 400mm in size and 1000m² of clean round gravels to be spread out on the bottom within the dredged marina. The material will be placed to a thickness depth of 0.2 to 0.4 m and will provide a new hard surface (reef) for colonization of marine seaweeds, various marine invertebrates, and fish such as rockfish, lingcod, perch, sculpins and greenling. Additional compensation outside the tenure area for dredged sediments will include the construction of three eelgrass beds to provide high value fish habitat.

A qualified environmental monitor will be on site daily during dredging, pile driving and dock placement (as required) to monitor and provide formal information about the project to the public.

Marina Operations

The management of the marina facility shall be familiar with the following documents during the operation and maintenance of the marina:

- "Best Management Practices for Marina and Small Boat Yards in British Columbia", Environment Canada, 1995.
- "Protecting the Aquatic Environment – A Boater's Guide", Canadian Coast Guard, 1997 (PWGSC).

Noise generated in the surrounding area is produced by activities consistent with busy waterfront cities, including pedestrian traffic on Westsong Walkway, vehicle traffic from the surrounding roadways, commercial and recreational boat traffic, ferry traffic and floatplane traffic from the inner and outer harbour.

Temporary noise disturbance is expected during the construction stage of the project. The daily operation of the marina facility is not expected to create any significant increase in noise over existing levels generated within the harbour. Moorage agreements will include marina rules governing a range of items, including noise. Marina customers will be asked to keep noise to a reasonable minimum at all times, and to use discretion in operating audio equipment in order to cause a minimum amount of annoyance to others.

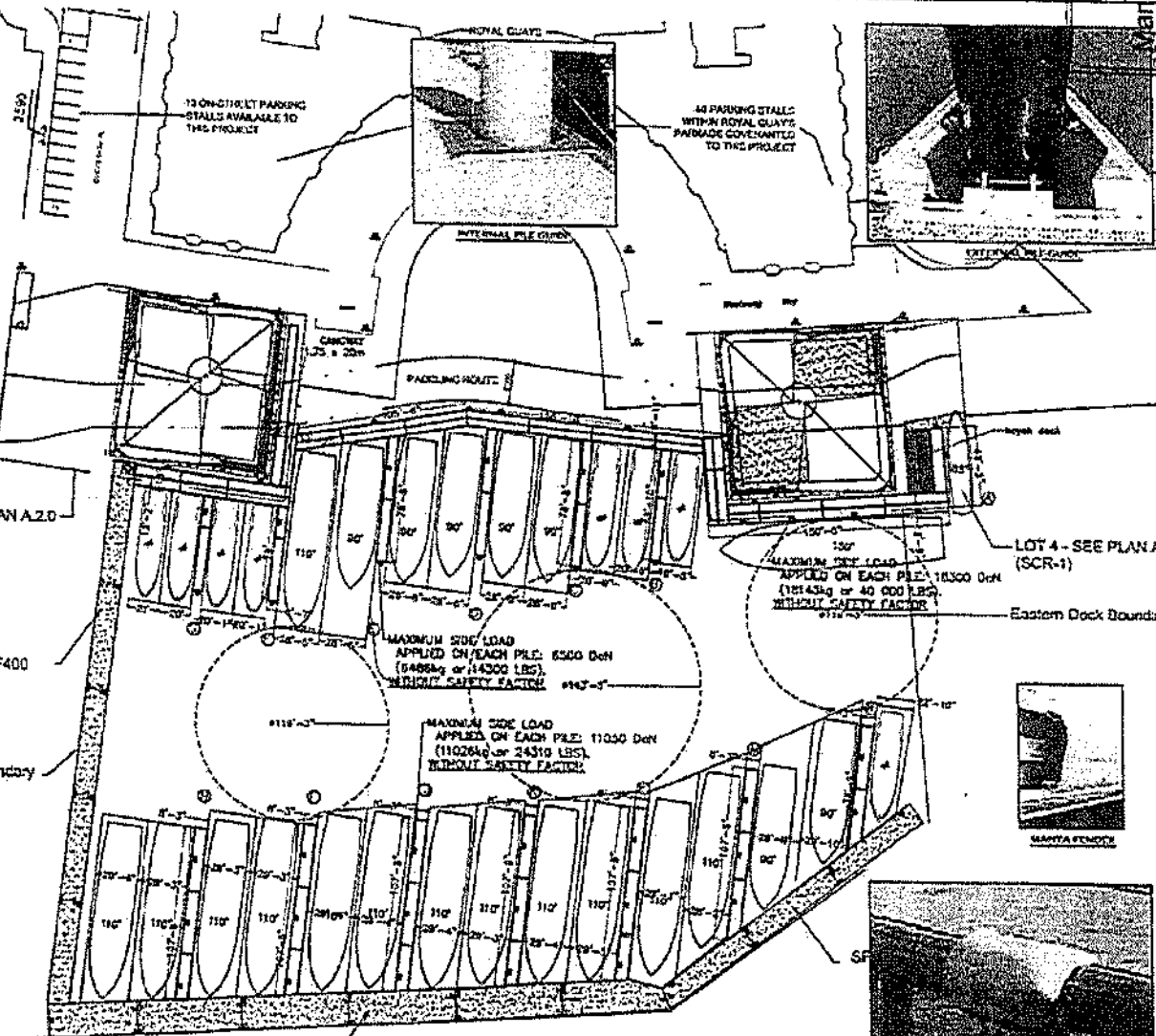
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*Community Marine
Concepts Ltd
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Management Plan
well
Approved by
Date
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Date



CAMERAVIEW



LINEAL	SLIPS	DOCKS LENGTH
480	7	0' 10' 30"
150	2	7' 70' 00"
430	7	8' 70' 00"
9430	13	81' 10' 110"
150	7	111' 70' 150"
2560	30	TOTAL



CONCRETE REINFORCED WITH ALL REINFORCING

SF500BW

VIEW FROM PLAN

Approved Management Plan

Approved by _____

Reviewed by _____

Date _____

Handwritten signature/initials

- INTERNAL STRUCTURE
- EXTERNAL STRUCTURE
- INTERNAL PILE CAPS
- EXTERNAL PILE CAPS
- INTERNAL PILE CAPS
- EXTERNAL PILE CAPS

This document contains confidential information and is for the use of the client only. It is not to be distributed to the public or used for any other purpose without the written consent of the client.

NO.	DESCRIPTION	DATE
1	REVISION	10/10/10
2	REVISION	10/10/10
3	REVISION	10/10/10
4	REVISION	10/10/10
5	REVISION	10/10/10
6	REVISION	10/10/10
7	REVISION	10/10/10
8	REVISION	10/10/10
9	REVISION	10/10/10
10	REVISION	10/10/10

VICTORIA INTERNATIONAL MARINA

PROPOSAL LAYOUT VIS

Client: _____

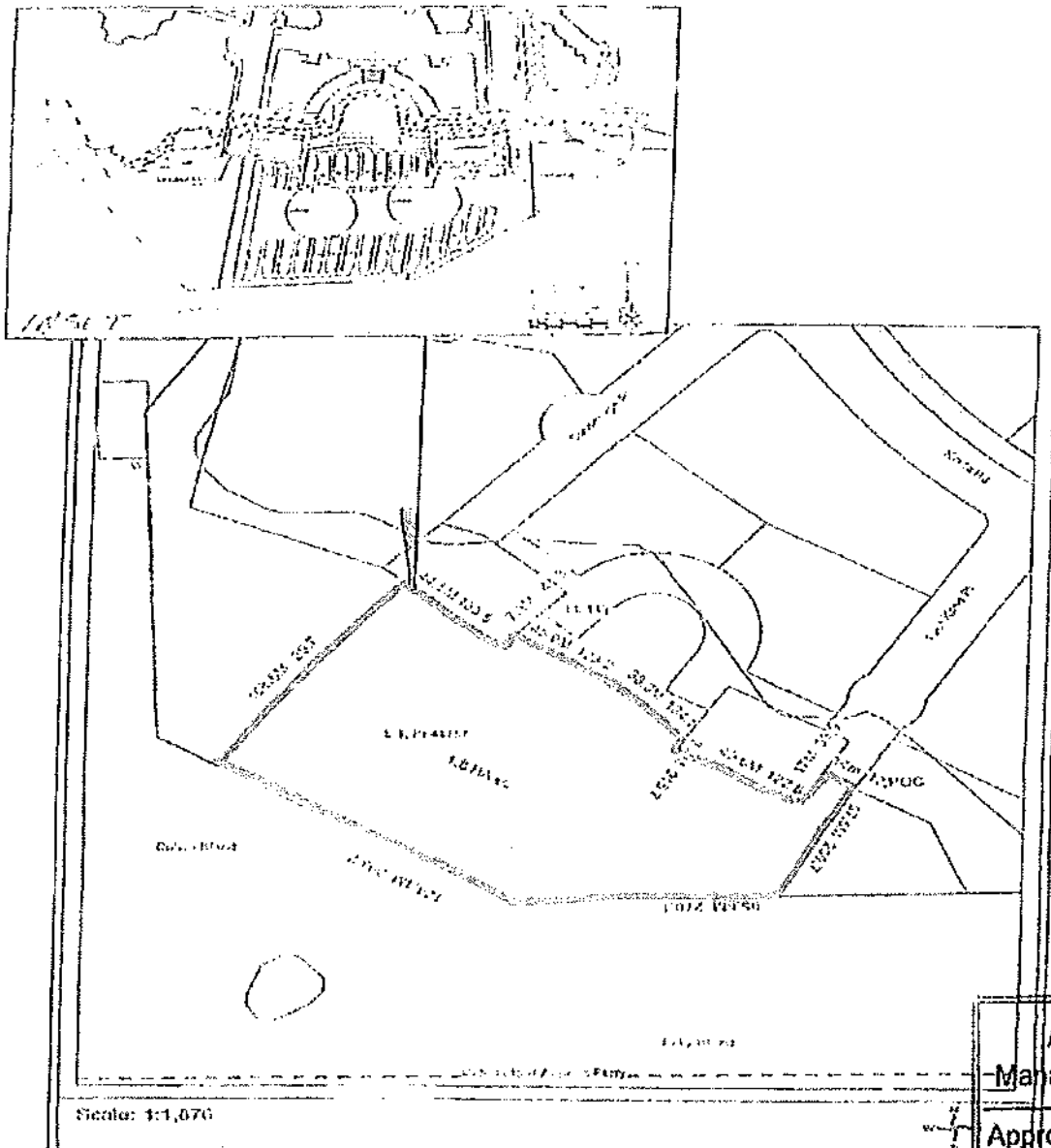
Project: _____

Scale: _____

Sheet: _____

LEGAL DESCRIPTION SCHEDULE

That part of District Lot 119, Esquimalt District, containing approximately 1.74 hectares and to be more precisely defined by legal survey as herein provided



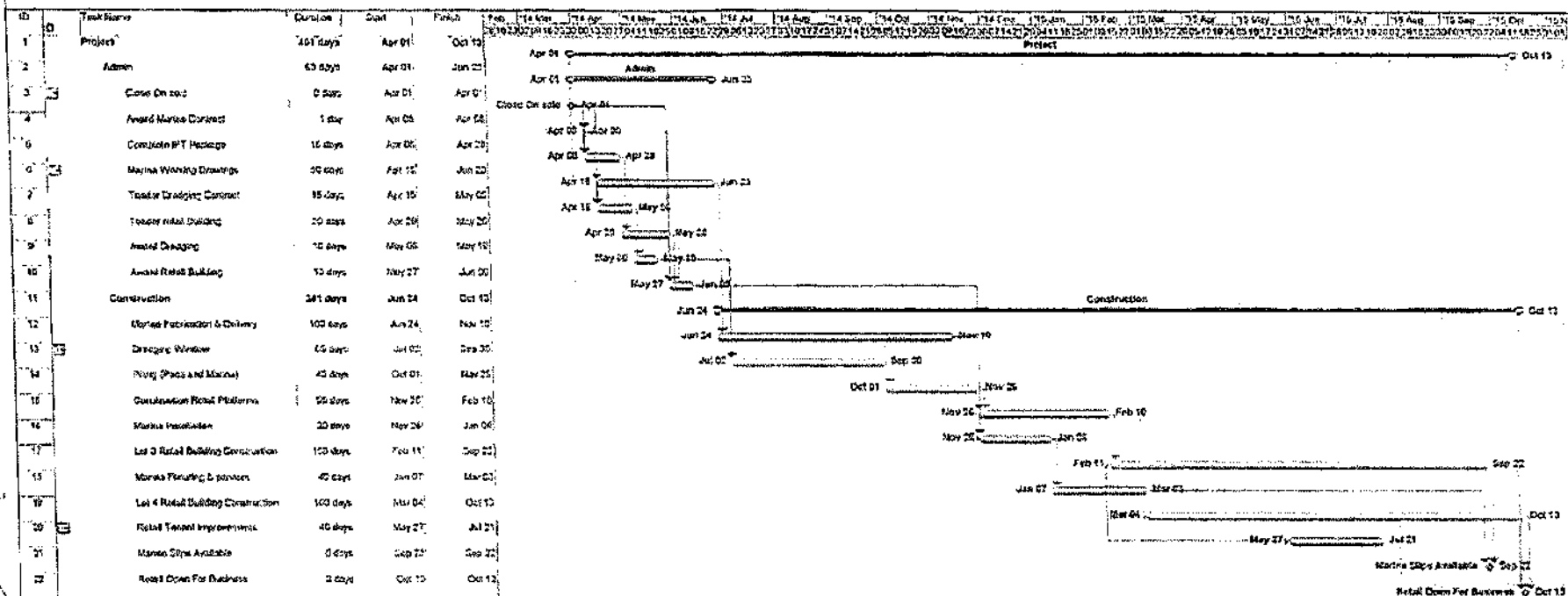
MARINA & YC LICENCE

Page 7

Approved Management Plan	
Approved by	<i>[Signature]</i>
Date	<i>[Date]</i>
Replaced by	
Date	

RE
MC

Project Schedule Victoria International Marina



Approved
Management Plan

Date _____
Replaced by _____
Date _____



MISCELLANEOUS LAND USE REPORT

VI - LAND MGMNT - VANCOUVER ISLAND SERVICE REGION

File:	1405848	Inspected Date:	March 10, 2009
Reported By:	Bonita Wallace	Report Date:	March 3, 2014
Phone Number:	250 751-7248	Complexity Level:	3
Applicant:	COMMUNITY MARINE CONCEPTS LTD. Attn: Lachlan Maclean ← <i>Bob Evans</i> 200-12420-104 Ave NW Edmonton, AB T5N 3Z9 <i>change contact info</i>		

Decision: The application is allowed.

Application Type:	New	LMM Policy:	Commercial
Purpose:	Commercial	Sub-Purpose:	Marina
Type:	Licence	Sub-Type:	Licence Of Occupation
Commencement Date:	asap	Term:	2 years
Purpose Statement:	Marina		

BCGS Map Sheet:	92B044
Air Photo No.:	No Record Found
Application Area:	3.038 Ha.
Recommended Area:	3.038 Ha.
Location:	Victoria Harbour

Legal Description:	Lot 1, District Lot 119, Songhees, Esquimalt District, Plan 44757, shown outlined on sketch below, containing 3.038 hectares.
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Referral Agencies/ Analysis:	NO REFERRALS SENT
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Clearance and Other Conflicts:	N/A
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Site Information:	Located in Victoria Harbour at the end of Cooperage Place and Paul Kane Place in Esquimalt
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Rental:	N/A
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Discussion/Recommendations:	<p>The Licensee was granted a 2 year interim license of occupation leading to a 45 year lease in 2011. The license was for the purpose of completing the excavating, dredging and construction of marina improvements. In 2012, the Licensee requested a one year extension to the license. This request was granted with the understanding the term of the Lease would be reduced by one year.</p> <p>The Licensee had originally planned to finance this operation by pre-selling approximately 50% of the marina slips. This has not been as successful as the licensee had hoped. The Licensee has recently undergone a change in the controlling interests of the partnership and is now seeking to refinance.</p>
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Eternaland Yuheng Ltd. has taken over as controlling partner from WAM (Western Asset Management). As a result, a new financing model is in place. We have been advised that Eternaland Yuheng Ltd. is committed to ensuring that construction begins in June 2014. However, due to fisheries windows, the completion of this project is expected to take another 2 years.

The structure of this interim license is intended to ensure that a lease is not issued until the marina is fully constructed.

The licensee has provided an updated Management Plan with a new construction schedule. The have also provided a letter outlining activities that they have undertaken to confirm diligent use.

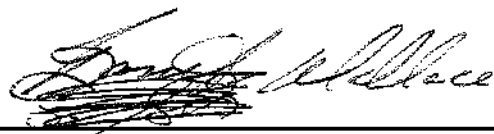
Attached to this report is the Accepted Management Plan and copies of Fisheries and Oceans Authorizations.

RECOMMENDATION:

Authorize an extension of two years to the term of the existing License of Occupation. This extension should be undertaken in the same manner as the 2012 Modification Agreement. The term of the Lease will be reduced by an additional 2 years. No consultation required, this is a minor amendment and no other changes to the document are required.

PA to ensure Modification occurs on DID 87539 and that DID 911138 is cancelled.

Signature: _____



Date: _____

April 4, 2014

I have read this Land Use Report and agree/disagree with the recommendation and rationale as presented. Additional recommendations and or rationale have/ have not been added to this document.

S. H. S.
Statutory or Delegated Decision Maker

April 4, 2014
Date

VICTORIA INTERNATIONAL MARINA MANAGEMENT PLAN

Date: April 2, 2013

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Approved Management Plan
Approved by <i>[Signature]</i>
Date <i>2 Apr 2014</i>
Replaced by
Date

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Approved
Management Plan
Approved by
Date Apr 4, 2014
Replaced by
Date

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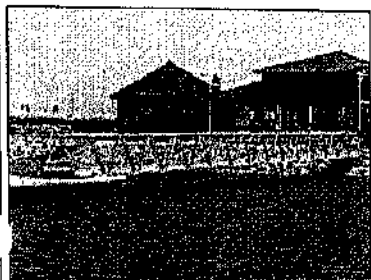
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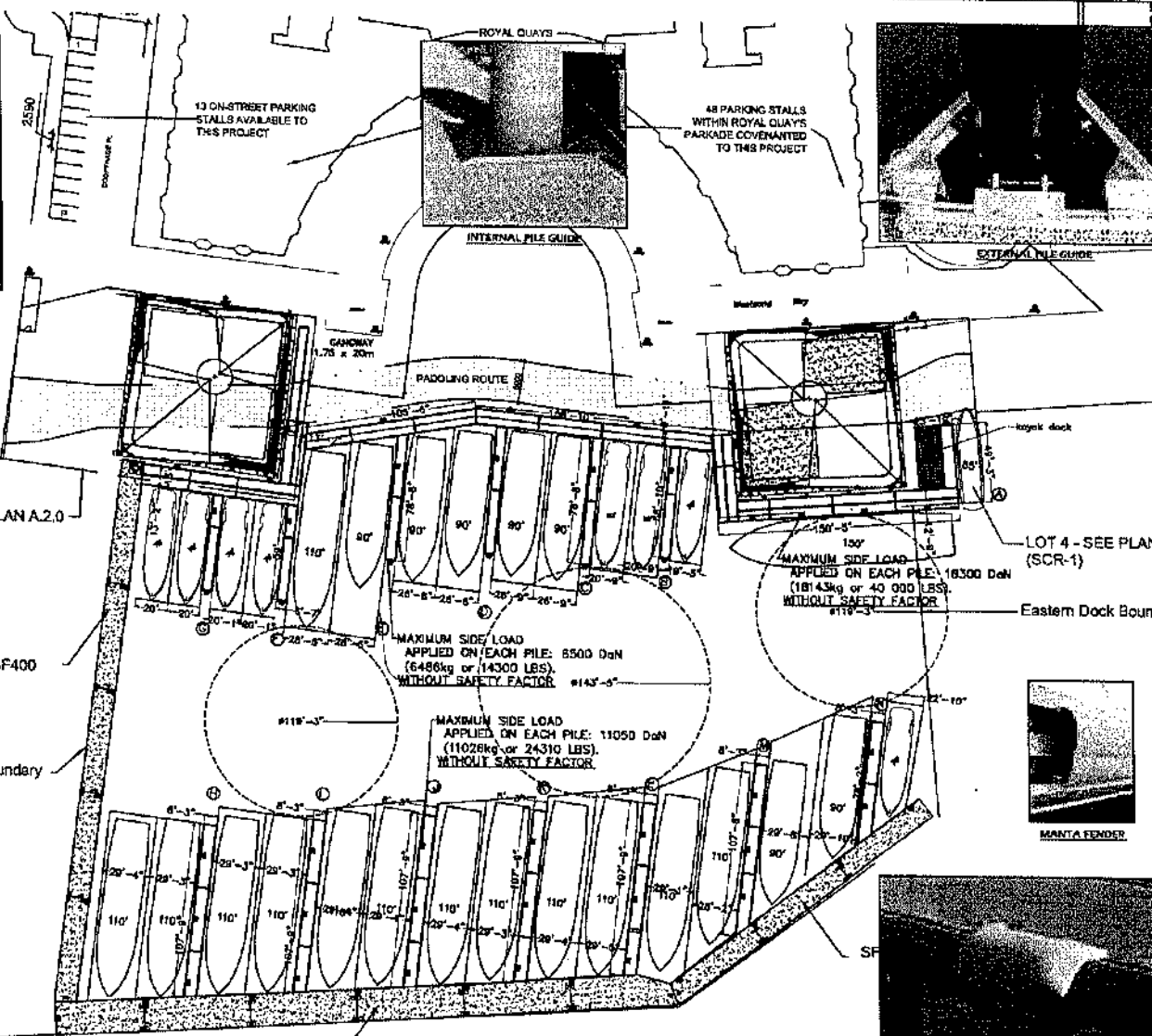
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Approved
Management Plan
Approved by
Date <u>Apr 4, 2014</u>
Replaced by
Date _____



GANGWAY



UNITS	SUMS	BOATS LENGTH
430	2	0' TO 70'
100	2	71' TO 80'
830	7	81' TO 90'
1430	13	91' TO 110'
150	1	111' TO 150'
2980	30	TOTAL



CONCRETE BREAKWATER WITH ALUMINUM FINGERS

VUE EN PLAN

Approved by
Management Plan

Approved by
Date

Approved by
Date

Date

REVISIONS

- 1. REVISIONS
- 2. REVISIONS
- 3. REVISIONS
- 4. REVISIONS
- 5. REVISIONS
- 6. REVISIONS
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- 8. REVISIONS
- 9. REVISIONS
- 10. REVISIONS

THIS DOCUMENT CONTAINS
CONFIDENTIAL INFORMATION THAT IS
EXCLUSIVE PROPERTY OF PIPALU
MARINE INC. REVISIONS OR
MODIFICATIONS TO THIS
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WITHOUT THE WRITTEN
CONSENT OF PIPALU MARINE
INC. IS STRICTLY FORBIDDEN.

Rev.	Revised	Date	By
1			
2			
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From
VICTORIA INTERNATIONAL
MARINA

Drawing
PROPOSAL LAYOUT V15

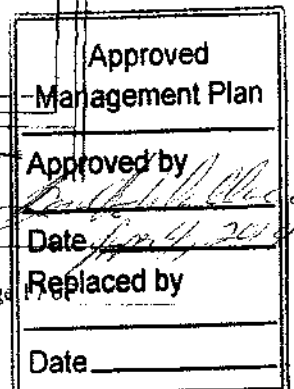
Scale
1:100

Project No.
2011-10-25

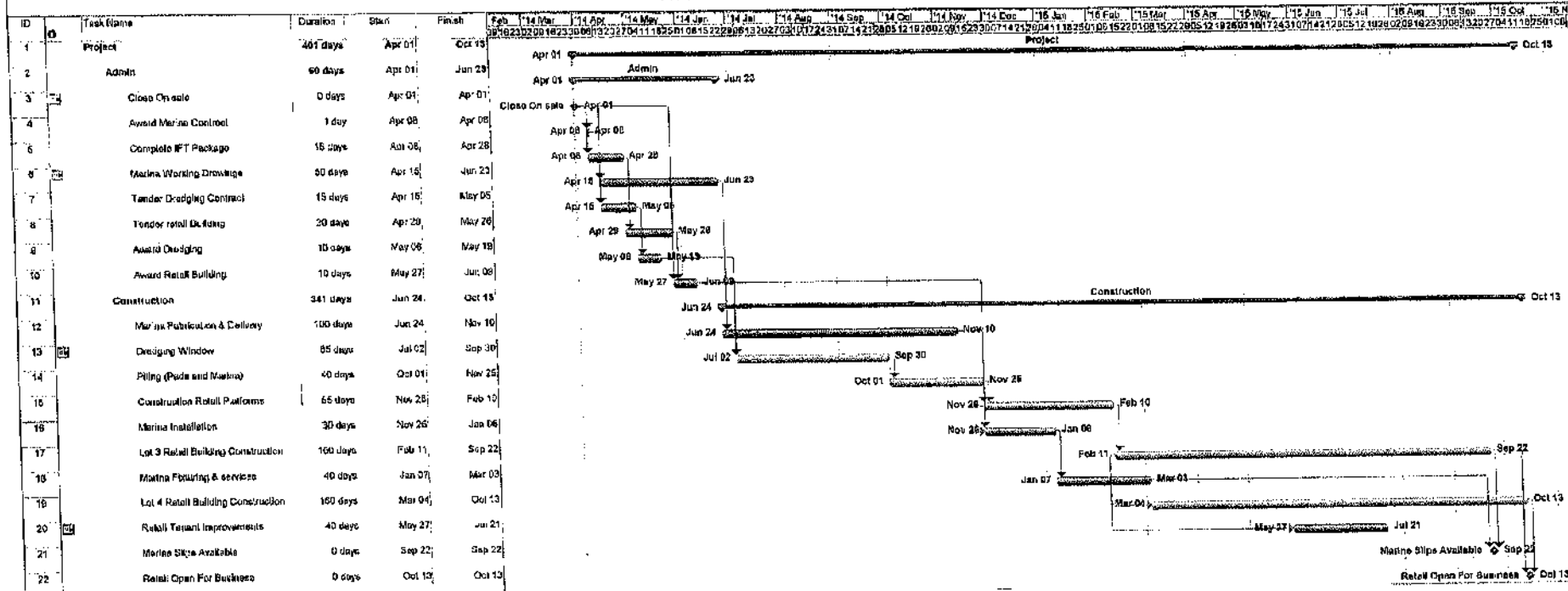
Page No.
2011-10-25

Project No.
2011-10-25

That part of District Lot 119, Esquimalt District, containing approximately 1.74 hectares and to be more precisely defined by legal survey as herein provided



Project Schedule Victoria International Marina



Approved by	Date
Management Plan	Replaced by
Date	Date



Date: April 9, 2014

Our File: 1405848

COMMUNITY MARINE CONCEPTS LTD.

Unit 8 – 934 Boulderwood Rise
Victoria, BC V8Y 3H7

Attention: Bob Evans and Chris Zamora

Dear Bob and Chris:

Re: Amendment to Crown Licence Tenure # 114030

Thank you for visiting our office today regarding the above noted.

The original document extending the term of the licence to August 11, 2016 was delivered to you at our meeting, however a digital copy of the licence is attached to this letter for your convenience.

Also attached is a signed Endorsement Schedule. Please attach both documents to your licence as they are an integral part of the licence.

If you have any questions, please do not hesitate to call me at (250) 751-7238.

Yours truly,

Gary Morley
Senior Portfolio Administrator
Enclosures

Cc Capital Regional District
BC Assessment Authority, Saanich

Morley, Gary FLNR:EX

From: Morley, Gary FLNR:EX
Sent: Friday, April 4, 2014 11:28 AM
To: 'czamora@aquaparian.com'; 'evanscrownmarine@shaw.ca'
Cc: Wallace, Bonita FLNR:EX
Subject: RE: Request for extension to term of License of Occupation, file 1405848
Attachments: Modification Agreement.pdf

Bob & Chris – further to Bonita's note, attached is a Modification Agreement which will serve to extend the term of the licence for an additional two year period and reduce the term of the lease by the same amount.

Please have this document executed by an authorized signatory of your company and return to me with a statutory amendment fee of \$100 plus GST, totalling \$105.00. Please make your cheque payable to the Minister of Finance and deliver to me at the address noted below. Once this information is received and the Crown executes the document, the extended term will be in effect.

Please contact me if you have any questions or concerns.

Gary Morley
Senior Portfolio Administrator
West Coast Service Centre
Ministry of Forests, Lands and Natural Resource Operations
142 - 2080 Labieux Rd
Nanaimo BC V9T 6J9
Phone: (250) 751-7238 Fax: (250) 751-7224
E-Mail: gary.morley@gov.bc.ca

From: Wallace, Bonita FLNR:EX
Sent: Friday, April 4, 2014 9:27 AM
To: 'czamora@aquaparian.com'; 'evanscrownmarine@shaw.ca'
Cc: Morley, Gary FLNR:EX
Subject: Request for extension to term of License of Occupation

Bob & Chris:

I have reviewed your updated Management Plan and discussed it with the Section Head and our Authorizations Manager. We are all in agreement that we will extend your Licence by two years. However, this will require a formal modification of your license agreement and as per the last Modification Agreement, this will also remove an equal amount of time from proposed 45 year lease. Gary Morley will be in contact with you to provide you with the details.

Attached is a copy of the Approved Management Plan. This is an excerpt from the document you provided on April 2, 2014, and amended on April 3, 2014. It would be greatly appreciated if you could print out, sign, date and return one fully executed copy of this document to our office.

Bonita Wallace
MAJOR PROJECTS SPECIALIST
Ministry of Forests Lands and Natural Resource Operations
142 2080 Labieux Rd, Nanaimo BC V9J 69T
Phone (250) 751-7248
Fax (250) 751-7224
(mailto:Bonita.Wallace@gov.bc.ca)

Licence No.: 114030

File No.: 1405848

Disposition No.: 875319

THIS AGREEMENT is dated for reference the 4th day of April, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

COMMUNITY MARINE CONCEPTS LTD.
UNIT 8 - 934 BOULDERWOOD RISE
VICTORIA, BC V8Y 3H7

(the "Client")

WITNESS THAT WHEREAS:

The Province and the Client entered into a Licence of Occupation agreement dated August 11, 2011, which was subsequently amended by a Modification Agreement dated June 11, 2012. (herein called the "Tenure") over those lands more particularly known and described as:

That part of Lot 1, District Lot 119, Esquimalt District, containing 1.74 hectares, more or less

The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1 To amend the term in Section 2.2 of the Licence from "three years" to "five years";

- 2 To amend the anniversary referred to in Section 2.3 of the Licence from "third anniversary" to "fifth anniversary";
- 3 To amend the term referred to in Section 2.2 of the sample Lease appended to the Licence document from "44 years" to "42 years";
- 4 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 5 Time shall continue to be of the essence in this agreement and the Tenure.
- 6 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
COMMUNITY MARINE CONCEPTS LTD.
by a duly authorized signatory

Authorized Signatory



MODIFICATION AGREEMENT

Licence No.: 114030

File No.: 1405848

Disposition No.: 875319

THIS AGREEMENT is dated for reference the 4th day of April, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

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UNIT 8 - 934 BOULDERWOOD RISE
VICTORIA, BC V8Y 3H7

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- 1 To amend the term in Section 2.2 of the Licence from "three years" to "five years";

GAI599
GST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT
TRANSACTION RECEIPT

PAGE

APRIL 10, 2014 09:24
03003 FCBC NANAIMO

TRANSACTION ID: 1000009

SD21180

	ITEM PRICE	QUANT	AMOUNT
0300 GAB PROVINCE OF BC RECEIPTS STOCK: 00300 PROV OF B C RECEIPT		1	0.00
1717 FCBC CROWN LAND REVENUE CLIENT NUMBER S.17	105.00	1	105.00
DOCUMENT: FILE # 1405848 REFERENCE: CLIENT NAME COMMUNITY MARINE CONCEPTS			
SUBTOTAL			105.00
GST CHARGED ON			0.00
PST			0.00
TRANSACTION TOTAL			105.00
CHEQUE			105.00
TOTAL PAYMENT			105.00
CHANGE			0.00

CROWN MARINE MANAGEMENT LTD

RECEIVED
APR 10 2014
105.00
211223

CROWN MARINE MANAGEMENT LTD
1244 MUIRFIELD PL UNIT 104
VICTORIA, BC V9B 6T3

000117

DATE 2014-04-08
Y Y Y Y M M D D

PAY to
the order of

Ministry of Finance
One hundred and five

\$105.00

100 DOLLARS 



Canada Trust
1080 DOUGLAS ST.
VICTORIA, B.C. V8W 2C3

CROWN MARINE MANAGEMENT LTD

RE

*Re Community Marine
Concepts Ltd*



PER

M. Evans

S.21

RECEIVED
APR 15 2014

\$ 105.00
BY #1-03003-140410-0009-02

1405848

Sorensen, Barb FLNR:EX

From: Sorensen, Barb FLNR:EX
Sent: Friday, April 25, 2014 10:56 AM
To: 'Nicholas Jeanes'
Subject: RE: Letter of Credit S.21

Good morning Nicholas. I have checked with our Finance person and she has told me that the content of the Letter of Credit you sent to me will suffice. Please ensure your financial institution sends us an original and at that point the current letter of credit will be returned to the issuing financial institution and replaced with the new one the Bank of Montreal will be sending to us. It is most helpful to have them quote the file number 1405848 so that when it is received by our office, it will be easier for the Finance person to apply it to the proper file.

Thank you for following up with me and please let me know if you require further assistance.

From: Nicholas Jeanes [<mailto:JeanesN@bennettjones.com>]
Sent: Friday, April 25, 2014 6:18 AM
To: Sorensen, Barb FLNR:EX
Subject: Letter of Credit S.21

Good morning Barb,

Thank you for getting back to me yesterday – very appreciated. As discussed, attached is the proposed replacement letter of credit for Licence of Occupation 114030 File #1405848 Disposition 875319.

Right away I think it's deficient in, as you pointed out, it doesn't reference the Ministry of Forests, Lands and Natural Resources (although, I believe the previous one referenced only the Queen in Right of BC)

notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

Sorensen, Barb FLNR:EX

From: Nicholas Jeanes [JeanesN@bennettjones.com]
Sent: Friday, April 25, 2014 6:18 AM
To: Sorensen, Barb FLNR:EX
Subject: Letter of Credit s.21
Attachments: My Scan.pdf

Good morning Barb,

Thank you for getting back to me yesterday – very appreciated. As discussed, attached is the proposed replacement letter of credit for Licence of Occupation 114030 File #1405848 Disposition 875319.

Right away I think it's deficient in, as you pointed out, it doesn't reference the Ministry of Forests, Lands and Natural Resources (although, I believe the previous one referenced only the Queen in Right of BC)

Is there anything else we should include in there?

My second question is: rather than having to go back to the bank to have these amendments made, is it sufficient to have the bank issue a letter saying that the beneficiary of this particular letter of credit is the Ministry and it is in reference to Licence of Occupation 114030 File #1405848?

Thanks again,
Nick



Nicholas Jeanes
Articling Student, Bennett Jones LLP

Page 135 to/à Page 136

Withheld pursuant to/removed as

s.21



**BRITISH
COLUMBIA**

The Best Place on Earth

File: 1405848

May 28, 2014

CANADIAN WESTERN BANK
11350 JASPER AVENUE
EDMONTON, ALBERTA T5K 0L8

Dear Sir/Madam:

Re: **LETTER OF CREDIT Certificate^{s.21} between the
Province, Canadian Western Bank and Community Marine Concepts
Limited Partnership dated August 3, 2011.**

Enclosed you will find the original aforementioned security in the amount of
\$250,000.00.

The terms of this agreement have been met to the satisfaction of the Province,
therefore, we have no further interest in this agreement. As a result, you may now
release this security.

Yours truly,

Dorothy Benneke
Corporate Services Analyst

Encl.

pc: Community Marine Concepts Limited Partnership

Page 138

Withheld pursuant to/removed as

s.21

Benneke, Dorothy CSNR:EX

From: Benneke, Dorothy CSNR:EX
Sent: Wednesday, May 28, 2014 2:06 PM
To: 'JeanesN@bennettjones.com'
Cc: Sorensen, Barb FLNR:EX; Benneke, Dorothy CSNR:EX
Subject: FW: File #1405848 Letter of Credit s.21
Attachments: 1405848 LOC Security Release.doc

Hi Nick!

Apologies for the delay, am just catching up with the backlog s.22

The letter & LOC security are being mailed to the financial institution, the client is pc'ed.

For your convenience, I've attached a copy of the letter.

Dorothy

Dorothy Benneke
Corporate Services Analyst-Revenue
Client Services Branch, West Coast Region
Corporate Services for Natural Resource Sector
250/751-7276

From: Sorensen, Barb FLNR:EX
Sent: Tuesday, May 27, 2014 9:22 AM
To: Benneke, Dorothy CSNR:EX
Subject: FW: File #1405848 Letter of Credit s.21

Hi Dorothy....please confirm directly with client noted below that the LOC has been sent back to the bank as noted.
Thanks a bunch


From: Nicholas Jeanes [<mailto:JeanesN@bennettjones.com>]
Sent: Tuesday, May 27, 2014 9:08 AM
To: Sorensen, Barb FLNR:EX
Subject: File #1405848 Letter of Credit s.21

Hi Barb,

With reference to Licence of Occupation 114030, File #1405848, Disposition 875319, can you advise whether the Letter of Credit from the CWB being reference s.21 in the amount of \$250,000 has been sent back to the Canadian Western Bank. You had left a voicemail advising that it would be sent when the finance persor s.22
s.22 Our client is just requesting confirmation that it has been sent.

Thanks again,

Nick

 Nicholas Jeanes
Articling Student, Bennett Jones LLP

3200 TELUS House, South Tower, 10020 - 100th Street, Edmonton, AB, T5J 0N3
P: +1 780 917 5247 | F: 780 421 7951
E: jeanesn@bennettjones.com



Plug in to [Bennett Jones](#)

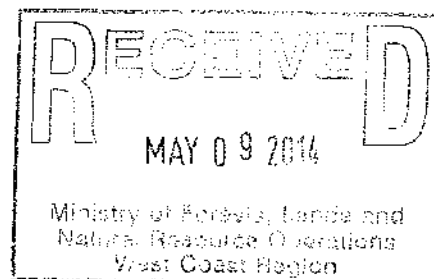
Nicholas R. Jeanes
Articling Student
Direct Line: 780.917.5247
e-mail: jeanesn@bennettjones.com
Our File No.: 060643-2
Your File No.: File #1405848

May 8, 2014

Delivered via Courier

Attention: Barb Sorenson – Portfolio Administrator

**British Columbia Ministry of Forests, Lands, and
Natural Resource Operations**
Suite 142, 2080 Labieux Road
Nanaimo, British Columbia V9T 6J9



Dear Ms. Sorenson:

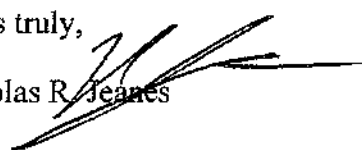
**Re: Replacement Letter of Credit for Licence of Occupation No. 114030, File #1405848,
Disposition 875319**

Further to our email correspondence and telephone conversations, please find attached an irrevocable letter of credit issued by the Bank of Montreal (BMO) on behalf of Eternaland Yuheng Investment Holding Ltd. bearing no^{s.21} the "**BMO Letter of Credit**").

This BMO Letter of Credit is provided to replace the existing letter of credit currently held by your department for **Licence of Occupation No. 114030, File #1405848, Disposition No. 875319**, such existing letter of credit being issued by Canadian Western Bank (CWB) on behalf of Community Marine Concepts Limited Partnership and bearing number s.21 (the "**CWB Letter of Credit**"). Please note that the holder of the Licence of Occupation No. 114030 remains Community Marine Concepts Ltd.

Please accept the BMO Letter of Credit as a replacement and return by courier to our office the CWB Letter of Credit. Should you have any questions or concerns, please do not hesitate to contact me directly.

Yours truly,


Nicholas R. Jeanes
NRJ

Page 141 to/à Page 142

Withheld pursuant to/removed as

s.21

11599
ST# R107664738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM
TRANSACTION RECEIPT

PAGE 1

AUGUST 11, 2014 12:04
3003 FCBC NANAIMO

TRANSACTION ID: 1000012

SD21180

	ITEM PRICE	QUANT	AMOUNT
17 FCBC CROWN LAND REVENUE	25,366.32	1	25,366.32

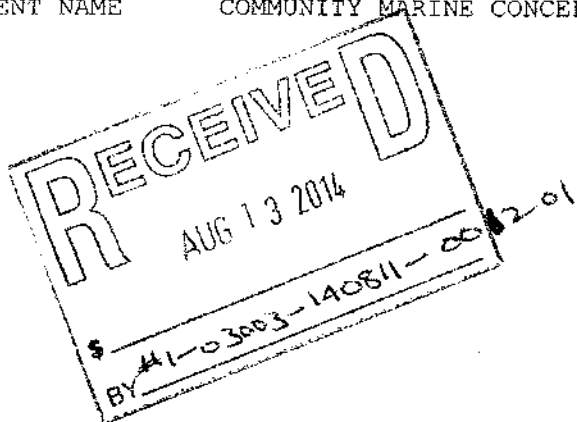
CLIENT NUMBER S.17
DOCUMENT: FILE # 1405848
REFERENCE: CLIENT NAME COMMUNITY MARINE CONCEPTS

SUBTOTAL	25,366.32
GST CHARGED ON	0.00
PST	0.00

TRANSACTION TOTAL 25,366.32

CHEQUE 25,366.32
TOTAL PAYMENT 25,366.32

CHANGE 0.00



098190 BC LTD

0998190 B.C. LTD.

000026

DATE 2014-08-07
Y Y Y Y M M D D

PAY to Minister of Finance
the order of

\$ 25,366.32

Twenty five thousand, three hundred sixty-six

100 DOLLARS Security features included.

BMO Bank of Montreal
6088 - NO. 3 ROAD
RICHMOND, B.C. V6Y 2B3

0998190 B.C. LTD.

RE Annual Rent

PER

s.21



BRITISH
COLUMBIA

Crown Land Invoice

G.S.T. # R107864729

Ministry of Forests, Lands and Natural Resource Operations
Ste 142 - 2080 LABIEUX ROAD
NANAIMO BC V9T 6J9
250 751-7276

RECEIVED JUN 02 2014

COMMUNITY MARINE CONCEPTS LTD
ATTN: LACHLAN MACLEAN
200 12420 104 AVE NW
EDMONTON AB T5N 3Z9

Invoice Number: 618574
File Number: 1405848
Your Reference Number: CH#10133 FOR \$5
Document Number: 114030
Billing Date: JUN-23-2014
Run Date: JUN-24-2014
DUE DATE: AUG-11-2014

Disposition No: 875319
Legal Description: Lot 1, District Lot 119, Songhees, Esquimalt District, Plan 44757, shown outlined on sketch below, containing
Location: VICTORIA HARBOUR
Purpose: COMMERCIAL

Do Not Send Cash in the Mail

Please complete and return the enclosed declaration.

Transaction Description

Annual Rent: Fixed By Agreement
GST

Transaction Amount

24,158.40
1,207.92

Interest will be charged on overdue accounts.
A service fee will be charged for dishonoured payments.

Invoice Amount: \$25,366.32

(Tear Along Perforated Line)

Client Number	S.17	Billing Date	JUN-23-2014	Due Date	AUG-11-2014	Invoice Amount	\$25,366.32
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Please remit this Part when making Crown Land Payment

Disposition No.: 875319

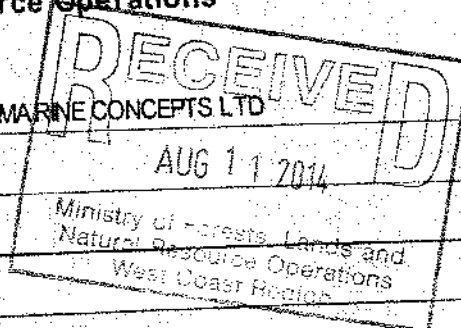
Please make Cheques Payable to:
Minister of Finance

Invoice Number: 618574
File Number: 1405848

Ministry of Forests, Lands and Natural Resource Operations
Ste 142 - 2080 LABIEUX ROAD
NANAIMO BC V9T 6J9

COMMUNITY MARINE CONCEPTS LTD

Please indicate
Change of Address ☐




Amount
Paid:

BC MAIL - NANAIMO
460 SELBY ST
NANAIMO BC V9R 2R7

REGISTERED MAIL TRACKING SHEET
Mailed on May 29, 2014

E

<i>C/</i> Ministry of Forests, Lands & Natural Resource Operations 142-2080 Labieux Rd Nanaimo BC V9T 6J9	File: see below Branch Contact: Dorothy Benneke Telephone: 250-751-7276
	File: 1405848  RW 989 895 381 CA CANADIAN WESTERN BANK 11350 JASPER AVENUE EDMONTON, ALBERTA T5K 0L8
	<div>MINISTRY OF TECHNOLOGY, INNOVATION AND CITIZENS' SERVICES</div> <div>MAY 29 2014</div> <div>BC MAIL PLUS NANAIMO, BC</div> <i>KL</i>