

EVERGREEN

ENCUMBRANCE

To Secure Annual Rent Charge of \$100.00 (Escalating)

PURSUANT TO "THE LAND TITLES ACT"

_____ and _____ of _____, in the City of Calgary, in the Province of Alberta, _____, as encumbrancer (hereinafter called "the Owner") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum endorsed hereon or expressed or implied in the existing Certificate of Title to that land situate in the Province of Alberta, Canada being composed of:

- PLAN
- BLOCK
- LOT
- EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally known as _____

EXCEPTING and RESERVING such exceptions and reservations as are expressed in the existing Certificate of Title or may be implied in connection therewith, (hereinafter called "said lands"), and desiring to render said lands available for the purpose of securing to and for the benefit of GENSTAR TITLECO LIMITED, a body corporate with its registered office at 280 Midpark Way S.E., in the said City of Calgary, Province of Alberta, T2X 2B5 (hereinafter called "Genstar") the rent charge hereinafter mentioned, DO HEREBY ENCUMBER said land for the benefit of Genstar, its successors and assigns (the "Encumbrancee"), with the annual rent charge of a maximum sum (subject to rights of escalation) of ONE HUNDRED DOLLARS (\$100.00) plus applicable G.S.T. for each year commencing the 1st day of September to be paid to Genstar in lawful money of Canada, at Genstar's office in the City of Calgary, aforesaid (or such other place in said City as Genstar may from time to time or at any time designate in writing) and on the 1st day of September, in each and every year and to pay in addition thereto, at or before the execution hereof, for the part of the current year after the date of sale of said lands by Genstar the prorated portion of ONE HUNDRED DOLLARS (\$100.00) plus applicable G.S.T. together with an annual increase thereto (if authorized by the Encumbrancee) equivalent to the increase in the Consumer Price Index, as it applies to Calgary, for the preceding calendar year. Genstar's G.S.T. registration number is 866583180 RT0001.

AND THE OWNER HEREBY COVENANTS, ACKNOWLEDGES AND AGREES THAT:

1. The true consideration for the granting of this Encumbrance and for the covenant to pay the rent charge hereby secured is:
 - (a) the sale by Genstar of said lands to the Owner and the provision by Genstar of the entranceway parcels, entranceway roads and walkway parcels within the Evergreen subdivision within which the said lands are located (collectively, the "Amenities"), for the benefit of the Owner and the owners of other residential dwelling units in the Evergreen subdivision and surrounding area, the boundaries of which area may be determined from time to time by Genstar in its absolute discretion; and
 - (b) the covenant that may be made at Genstar's discretion on behalf of the Owner and other owners of land in the Evergreen subdivision to the City of Calgary to landscape, improve and maintain certain parcels of land which will be dedicated as municipal reserves and roadways, including reserves for parks and roadway median strips or boulevards.
2. The Owner shall pay said rent charge at the times and place hereinbefore set forth without deduction or defalcation; and that any amount in default shall bear interest at the rate of 18% per annum calculated half yearly and payment of such interest shall be secured by these presents.
3. The Encumbrancee hereunder may, at its option, determine to increase the amount secured hereby if necessary, for its purposes, provided that any such increase shall be limited to the increase in the Consumer Price Index, as it applies to Calgary, for the preceding calendar year (the "CPI Increase"). Such increase shall be notified to the Owner with the annual billing. The Encumbrancee shall not be allowed to accumulate any of the CPI Increase which has not previously been applied, such that the maximum increase in any given year shall be no greater than the CPI Increase for the previous calendar year.
4. Notwithstanding the payment dates aforesaid, the Encumbrancee shall have the unilateral right to amend the payment date upon notice to the Owner.
5. Genstar shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an encumbrancee under The Land Titles Act.
6. Any discretion, option, decision or opinion hereunder on the part of Genstar shall be sufficiently exercised or formed by or subsequently ratified by the manager, acting manager or an executive officer of Genstar or any officer or agent appointed by Genstar for such purpose.
7. Any notice to be given by Genstar to the Owner may be forwarded by ordinary mail addressed to the Owner at the civic address of said lands or to the last post office address of the Owner known to Genstar and shall be deemed to have been received by the Owner within the ordinary time for delivery of mail from the post office where mailed to such address.
8. All legal costs, as between solicitor and client, and taxable court costs, incurred in respect to the enforcement of this encumbrance are secure hereby, and shall constitute a charge on the encumbered lands.
9. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Owner which import the singular number shall be read and construed as applied to each and every Owner male or female and to his or her executors, administrators and assigns, and in the case of a corporation, such corporation and its successors and assigns, and that in case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint.
10. If any provision hereof shall be determined to be ineffective or unenforceable by a court of competent jurisdiction, the Owner acknowledges that such provision shall be severed from this Encumbrance and all remaining provisions hereof shall continue to be binding and of full force and effect.
11. These presents shall enure to the benefit of Genstar's successors and assigns and shall be binding upon the Owner and the Owner's executors, administrators, assigns and successors in title.

IN WITNESS WHEREOF the Owner has subscribed, affixed the Owner's seal and delivered these presents as the Owner's deed, this

_____ day of _____

SIGNED, SEALED & DELIVERED
by the Owner, in the presence of:

_____ (Seal)

_____ (Seal)

CONSENT OF SPOUSE

I, _____ being married to the above named _____, do hereby give my consent to the disposition of our homestead, made in the within instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, _____, of the City of _____ in the Province of Alberta, MAKE OATH AND SAY:

- 1. That I was personally present and did see _____ named in the within instrument, who is/are personally known to me to be the person(s) named herein. duly sign and execute the same for the purpose named herein;
2. That the same was executed at _____ in the Province of Alberta, and I am the subscribing witness thereto;
3. That I know the said _____ and _____ in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of _____, in the Province of Alberta this _____ day of _____,

A COMMISSIONER FOR OATHS in and for the Province of Alberta

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

- 1. This document was acknowledged before me by _____ apart from _____
2. _____ acknowledged to me that:
(a) is aware of the nature of the disposition;
(b) is aware that THE DOWER ACT gives _____ a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to _____ by THE DOWER ACT to the extent necessary to give effect to the said disposition;
(d) is executing the document freely and voluntarily, without any compulsion on the part of _____.

DATED at the City of _____, in the Province of Alberta, this _____ day of _____,

A COMMISSIONER FOR OATHS in and for the Province of Alberta

DOWER AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, _____, of the City of _____ in the Province of Alberta, MAKE OATH AND SAY:

- 1. That I am the owner named in the within instrument.
2. That I am not married.
3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME at the City of _____, in the Province of Alberta this _____ day of _____,

A COMMISSIONER FOR OATHS in and for the Province of Alberta.