

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax
 Submitter's user number: 1587
 Submitter's name: Allen A. Campbell

In the matter of Parcel Identification Number (PID)

PID	41054024
PID	41247628
PID	40805780
PID	41247610
PID	40805806

(Expand box for additional PIDs, maximum 9 PIDs per form)

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded as shown here.
 Kim MacKay, Registrar

99432735 LR ROD
 Document #

OCT 31 2011 **12:51pm**
MM DD YYYY Time

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information *(check appropriate boxes, if applicable):*

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney *(Note: completion of this section is mandatory)*

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
 - recorded in the attorney roll

May 4, 2009

- recorded in the parcel register
- incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below. The following burdens are to be added and/or removed in the parcel register(s): *(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).*

May 4, 2009

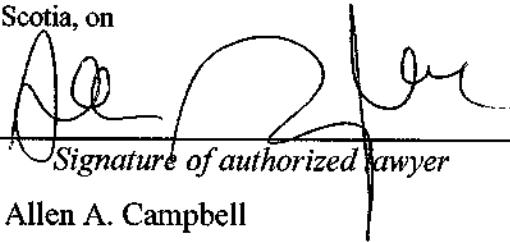
Instrument type	Licence
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	41225244 – Easement/Right-of-way Holder (Burden) Dominant PID 41247552 - Easement/Right-of-way Holder (Burden) Dominant PID
Mailing address of interest holder to be added (if applicable)	unknown
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	N/A

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on

the 04 day of October, 2011.



Signature of authorized lawyer

Name: Allen A. Campbell

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: (902) 469-9500

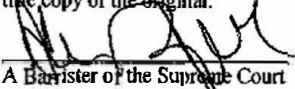
E-mail: acampbell@boyneclarke.ca

Fax: (902) 463-7500

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

I certify that the attached is a true copy of the original.


A Barrister of the Supreme Court of Nova Scotia
Allen A. Campbell

THIS LICENCE AGREEMENT made this 19 day of ~~May~~^{July}, 2011.

AMONG:

BOOSIT PROPERTIES LIMITED, a body corporate, with Head Office in Halifax, Halifax Regional Municipality, Province of Nova Scotia, Canada,

(hereinafter called "Boosit")

PARTY OF THE FIRST PART

- and -

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(hereinafter called "Owner")

PARTY OF THE SECOND PART

-and

ATLANTIC EAST PROPERTIES LIMITED, a body corporate (hereinafter called the "Developer")

PARTY OF THE THIRD PART

WHEREAS:

- A. Boosit or Developer owns certain common areas at Abbacombec Ocean Village, Clam Bay, Halifax County, Nova Scotia, more particularly described in Schedule "A1." attached hereto (the "common areas").
- B. The Owner owns Lots xxx and xxx, Abbacombec Ocean Village, as more particularly described in the attached Schedule "B" (the "Lots"), and Boosit and Developer have agreed to grant to the Owner a Licence for the use of the common areas.
- C. Boosit and Developer have requested the Owner to enter into this Agreement for the purpose of maintaining and paying for the maintenance of the common areas and the Owner has agreed.
- D. The Developer is the owner of a large tract of land adjacent to the Lotss which will be developed in phases as an expansion to Abbacombec Ocean Village.

NOW WITNESSETH that in consideration of the mutual covenants contained herein and the grant of the Licence herein by Boosit and Developer to the Owner the parties hereto agree as follows:

Boosit and Developer Covenants

1. Boosit and Developer covenant to maintain the common areas in a reasonable state of repair and to maintain reasonable access to the common areas during the term of this Agreement.
2. Boosit and Developer covenant to contract with all other owners of Lots of the developed phases at Abbecombec Ocean Village on the same terms provided herein and to ensure that the agreements are enforced as to their terms.
3. Boosit covenants to assess a monthly levy in Canadian funds for each owner of a Lots in a developed phase at Abbecombec Ocean Village for the purposes of maintaining the common areas, calculated in the following manner:

$$\begin{array}{r} \text{Total annual} \\ \text{budgeted cost} \\ \text{of} \\ \text{maintenance} \end{array} \quad \times \quad \frac{1}{\text{number of developed} \\ \text{Lots in all developed} \\ \text{phases}} \quad \times \quad \frac{1}{12}$$

4. Boosit covenants and warrants that all levies collected from owners will be held by Boosit for the benefit of the common areas.
5. Boosit covenants to maintain adequate records of levies collected from each Lots owner and to provide, upon written request by the Owner, a statement showing the state of levies for the Owner's Lots and the expenditures made on behalf of the Lots owners.

Owner's Covenants

6. The Owner covenants to pay to Boosit the monthly levy referred to in clause 3 in respect of each Lots owned by it.
7. The Owner covenants, as a condition of any conveyance of any Lots, to require the Grantee(s) to enter into a similar agreement to this Agreement with Boosit for the use and maintenance of the common areas.
8. The Owner covenants to abide by reasonable rules made by Boosit from time to time concerning the use of the common areas.
9. The Owner covenants that any unpaid levies shall form a fixed charge on the Lots as of the due date of the levy.

Developer's Covenants

10. The Developer covenants to convey to Boosit the common elements (including without limitation access roads) of any expansion within 90 days of the date of final

subdivision approval for each new phase and completion of the access roads to all Lots in the new phase.

11. The Developer covenants to pay the levies for all developed Lots from the commencement date until conveyance of the Lots. For the purpose of this Agreement "developed Lots" shall mean any Lots for which final subdivision approval has been obtained and the access road completed.

12. If at any time the Developer sells the remaining undeveloped lands of Abbecombec Ocean Village prior to the completion of the entire development, the Developer agrees, as a condition of any such sale, that the shares in the Boosit (which are wholly owned by the Developer) shall be transferred to such purchaser and that the Developer will require such purchaser to enter into a registered agreement whereby such purchaser assumes the obligations of the Developer hereunder.

13. If, for any reason, the Developer determines that the Project will not be completed the Developer agrees to convey the common areas to the Boosit and to issue or transfer for no consideration one share in the Boosit to each owner of each Lots in the entire developed portion of the development. The total number of shares issued by the Boosit at that time shall equal the number of Lots in all the developed portion of the Project.

14. When the Developer completes the entire development of all of the lands presently owned or to be acquired by the Developer in the Project, the Developer agrees to convey the common areas to the Boosit and to issue or transfer for no consideration one share in the Boosit to each owner of each Lots in the entire development. The total number of shares issued by the Boosit at that time shall equal the number of Lots in the entire development.

General

15. Boosit and Developer hereby grant to the Owner a Licence to use the common areas for the purpose of access to the Lots and for recreational purposes. This Licence is revocable by Boosit by written notice to the Owner on the breach of any covenant herein contained by the Owner, his invitees, tenants, heirs or assigns, on the terms and conditions hereinafter set out:

(a) The Boosit shall give the Owner written notice of any breach of covenant and of its intention to revoke the Licence granted by this Agreement, by forwarding same by pre-paid registered mail to the address of the Owner as set out in the Parcel Information Report of the Land Information Centre of the Department of Municipal Affairs, which notice shall give the Owner sixty days to rectify the breach of covenant and remedy the default from the date of mailing of the notice. If the Owner has not rectified the breach of covenant and remedied the default within such sixty day period, the Boosit may revoke the Licence granted to the Owner hereunder.

16. During the development of the Project and prior to the granting of any of the common areas including the beach areas to the Boosit, Developer agrees to provide access to Owner over lands as designated from time to time as developed common areas and to the beach. For the purposes of this paragraph, "beach" shall mean the entire salt water frontage of the lands presently owned by the Developer from the regular high water mark seaward.
17. The levy pursuant to this Agreement shall commence on the 20th day of May, 2011.
18. It is agreed by the parties hereto that Boosit is authorized to:
 - (a) make special levies on all owners including the Owner for any extraordinary costs connected with the maintenance of the common areas; and
 - (b) establish a reserve fund to a maximum amount of \$25,000.00 in Canadian funds to be held by Boosit for any contingencies connected with the maintenance of the common areas.
19. Boosit is authorized to make reasonable rules from time to time governing the use of the common areas and which will not materially affect the granting of the Licence herein.
20. Boosit and Developer covenant and agree with the Owner to provide a duly executed Licence agreement upon request in a form substantially the same as this Agreement to any successor or assignee of the Owner provided that all monthly levies payable by the Owner pursuant to this Agreement have been paid to the date of issuance of the Licence agreement to the successor or assign of the Owner.
21. In the event that the Licence granted by this Agreement is terminated because of a breach of covenant by the Owner, Boosit and Developer agree to enter into a new Licence Agreement upon request in a form substantially the same as this Agreement with a successor in title to the Owner who acquires the Lots(s) (the "New Owner"), provided that the New Owner first pays to Boosit any outstanding arrears of the monthly levy owing in respect of the Lots(s) to the date of issuance of the new Licence agreement.
22. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Indenture the day and year first above written.

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

) BOOSIT PROPERTIES LIMITED

) PER: [Signature]
J. Craig McCrea - Assistant Secretary

) [Signature]
Graeme John Bell


) ATLANTIC EAST PROPERTIES LIMITED

) PER: [Signature]
J. Craig McCrea - Assistant Secretary




PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

I HEREBY CERTIFY that on this 19th day of May, 2011, BOOSIT PROPERTIES LIMITED, one of the parties hereto caused the foregoing Indenture to be executed in its name and on its behalf and its corporate seal to be affixed by the hands of its duly authorized officer in my presence.


A Barrister of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

I HEREBY CERTIFY that on this 19th day of May, 2011, ATLANTIC EAST PROPERTIES LIMITED, one of the parties hereto caused the foregoing Indenture to be executed in its name and on its behalf and its corporate seal to be affixed by the hands of its duly authorized officer in my presence.


A Barrister of the Supreme Court
of Nova Scotia

SCHEDULE "A1"

1. Any and all right, title, and interest of the Boosit and Developer in the beach as defined in paragraph 16 of the Agreement, and in the common areas lying between the high water mark and the developed waterfront Lots of Abbecombec Ocean Village providing access to the beach.
2. The pool room and other recreational areas in the Administration and Recreation Center Building in Abbecombec Ocean Village and the ball field adjacent to the Building.
3. Any and all access roads providing access to the Lots in Phase 1A, Phase 1B, and Phase 1C from the public highway known as Clam Bay Road, including without limitation all those portions of Nebooktook Walk (in the Woods Walk), Soonul Lane (Cranberries Lane), Wiskubok Crescent (Salt Water Crescent), Osoogoone Lane (A Beast's Tail Lane), Kaakwogook Way (On the Hill Top Way), Astaak Point (The Sun Comes Out Point), Sesip Noodak Way (A Bird I Hear Way), Lipkudamoonk Path (Lady Slippers Path), Noosuk Way (A Gentle Cool Breeze Trail), and Nebawist Road as delineated and shown on the Plan of Survey showing Phase 1A of Abbecombec Ocean Village dated 18 November 1988 which Plan was entered and filed at the Registry of Deeds for the County of Halifax on 6 May 1989 as Number 25932 in Drawer 280, as delineated and shown on the Plan of Survey showing Phase 1B of Abbecombec Ocean Village dated 23 March 1988 which Plan was entered and filed at the Registry of Deeds for the County of Halifax on 16 May 1989 as Number 26223, as delineated and shown on the Plan of Survey showing Phase 1C of Abbecombec Ocean Village dated 12 June 1990 which Plan was entered and filed at the Registry of Deeds for the County of Halifax on 31 May 1990 as Number 27527, as delineated and shown on the Plan of Survey dated 31 May 1990 which Plan was entered and filed at the Registry of Deeds for the County of Halifax on 28 February 1990 as Number 27000, and as delineated and shown on the Plan of Survey dated 15 November 1990 which Plan was entered and filed at the Registry of Deeds for the County of Halifax on 1 February 1991 as Number 27713, provided, however, that the Developer shall have the right to relocate any of the access roads or portion thereof shown on the aforesaid plans which are situate on lands of the Developer.
4. The lands designated as drainage easements on the aforementioned plans.

Schedule "B"

PID 41225244

Place Name: BOOSIT LANE CLAM BAY
Municipality/County: COUNTY OF HALIFAX/HALIFAX COUNTY
Designation of Parcel on Plan: LOT 245
Title of Plan: PLAN OF SURVEY OF LOT "245" PHASE 2 ABBECOMBEC OCEAN VILLIAGE (S/D OF LAND OF ATLANTIC EAST PROPERTIES LTD.)
Registration County: HALIFAX COUNTY
Registration Number of Plan: 86863025
Registration Date of Plan: 2006-12-15 10:20:24

PID 41247552

Registration County: HALIFAX COUNTY
Street/Place Name: OKOODA PATH /CLAM BAY
Title of Plan: PLAN OF SURVEY OF LOTS 224, 225, 243, 244, 246, 247, 295-299, PARCEL RR-1 & PARCEL OP-1 - PHASE 2A - ABBECOMBEC OCEAN VILLAGE, S/D OF LAND OF ATLANTIC EAST PROPERTIES LIMITED
Designation of Parcel on Plan: LOT 247
Registration Number of Plan: 95760584
Registration Date of Plan: 2010-04-23 08:42:31