

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement") is made as of the 26th day of September, 2025

BETWEEN:

THE CHRISTOPHER FOUNDATION (Registered Charity No. 89157 2547 RR0001); a registered Canadian charity having its office at Suite 1010, 475 West Georgia Street, Vancouver, B.C. V6B 4M9

(the "Donor")

AND:

TOWN OF QUALICUM BEACH, a municipality incorporated under the laws of British Columbia and having its office at 660 Primrose Street, Qualicum Beach, BC, V9K 1S7

(the "Town")

WHEREAS:

A. The Town has entered into a contract of purchase and sale to acquire the lands including the Eaglecrest Golf Course, legally described as:

PID: 018-843-069

LOT D, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040, EXCEPT PART IN PLAN VIP63131, EXCEPT PLAN EPP74273

PID: 018-843-034

LOT A, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040 EXCEPT PARTS IN PLANS VIP59041, VIP59042 AND VIP59486

PID: 005-103-860

PARCEL A (DD 17881N), DISTRICT LOT 108, NANOOSE DISTRICT, EXCEPT PARTS IN PLANS 21035, 25134, 25719, 25980, 28760, 29168, 33534, 35350, 44771, VIP59041, VIP63018 AND VIP66151

PID: 005-087-406

LOT 108, NANOOSE DISTRICT, EXCEPT PARCEL A (DD 17881-N) THEREOF AND EXCEPT THOSE PARTS IN PLANS 12661, 25719, 30095, 33534, 35350 AND VIP53192

PID: 016-112-393

LOT 2, DISTRICT LOT 49, NANOOSE DISTRICT, PLAN 50575

(the "Lands")

and personal property used in relation to the Eaglecrest Golf Course (together with the Lands, the "**Property**") for a total purchase price of \$8,500,000, with closing of the transaction anticipated on December 2, 2025;

- B. The Donor wishes to support acquisition of the Property by donating a portion of the purchase price therefor for the benefit of the community including preservation of forested parklands and enhancement of public recreational amenities; and
- C. The Town has agreed to accept and apply the Donation (as defined herein) to the purchase of the Property in accordance with the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Interpretation

1.1 Definitions

In this Agreement:

- (a) "**Closing Date**" means that date which is one (1) week before the completion date for the purchase and sale of the Property specified in the Contract;
- (b) "**Contract**" means the Contract of purchase and sale dated for reference June 26, 2025, between the Town and the vendor of the Property regarding the purchase of the Property by the Town, and all addenda and amendments thereto;
- (c) "**Donation**" has the meaning ascribed thereto in Section 2.1 hereof; and
- (d) "**Property**" has the meaning ascribed thereto in Recital A.

1.2 Construction and Contractual Interpretation

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, unless otherwise specified:

- (a) the terms "this Agreement", "hereof", "hereunder", "hereto", and similar expressions refer to this Agreement and not to any particular Article, section, or other portion hereof and include any schedule or agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and sections are to Articles and sections of this Agreement;
- (b) each reference in this Agreement to "Section" and "Schedule" is to a Section of, and a Schedule to, this Agreement;
- (c) each reference to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re-enacted from time to time;

- (d) words importing the singular number only shall include the plural and vice versa, wordings importing the masculine gender shall include the feminine, and neuter genders and vice versa and words importing persons shall include individuals; sole proprietorships; partnerships; corporations; trusts; and incorporated or unincorporated entities, associations or organizations of any nature;
- (e) the term "including" means "including without limiting the generality of the foregoing";
- (f) references to time of day or date mean the local time or date in Vancouver, British Columbia; and
- (g) all references to currency mean the lawful currency of Canada.

2. Donation and Use of Funds

2.1 The Donor agrees to make a charitable donation to the Town in an amount equal to the lesser of:

- (a) TWO MILLION ONE HUNDRED TWENTY-FIVE THOUSAND (\$2,125,000.00) DOLLARS; or
- (b) Twenty-Five Percent (25%) of the purchase price of the Property according to the Contract

(the "**Donation**").

For greater clarity, if the purchase price for the Property is EIGHT MILLION FIVE HUNDRED THOUSAND (\$8,500,000.00) DOLLARS, the Donation shall be TWO MILLION ONE HUNDRED TWENTY-FIVE THOUSAND (\$2,125,000.00) DOLLARS.

2.2 The Town shall deal with and apply the Donation solely toward the acquisition cost of the Property and undertakes to not deal with the funds constituting the Donation for any other purpose.

3. The Town's Representations and Warranties

3.1 In order to induce the Donor to enter into and consummate this Agreement, the Town represents and warrants to the Donor as follows:

- (a) the Town is a qualified donee under the *Income Tax Act* (Canada);
- (b) the Town has sufficient right, capacity and authority to enter into this Agreement and carry out the transactions contemplated in this Agreement in accordance with its terms; and

- (c) this Agreement has been duly executed and delivered by the Town and is a legal, valid and binding obligation of the Town, enforceable against the Town by the Donor in accordance with its terms.

3.2 The representations and warranties and indemnities made by the Town in this Agreement, or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the Closing Date and the completion of any other transactions contemplated herein and any termination of this Agreement and, notwithstanding such completion or termination or any investigation made by or on behalf of the Donor or any other person or any knowledge of the Donor or any other person, will continue in full force and effect for the benefit of the Donor.

4. Donor's Representations and Warranties

4.1 The Donor represents and warrants to the Town as follows:

- (a) the Donor has sufficient right, capacity and authority to enter into this Agreement and carry out the transactions contemplated in this Agreement in accordance with its terms; and
- (b) this Agreement has been duly executed and delivered by the Donor and is a legal, valid and binding obligation of the Donor, enforceable against the Donor by the Town in accordance with its terms.

5. Conditions Precedent

5.1 The obligations of the Donor under this Agreement are subject to the following conditions for the exclusive benefit of the Donor being fulfilled or waived by the Donor on or before November 7, 2025, unless otherwise provided herein:

- (a) The Town demonstrating a binding agreement to purchase the Property from the vendor and the transaction particulars thereof by delivering the following documents to the Donor:
 - (i) a duly executed copy of the Contract;
 - (ii) a copy of the Town's notice to the vendor under the Contract providing the waiver or fulfillment of all of its conditions precedent under the Contract;
 - (iii) the Purchaser's Statement of Adjustments showing the funds required to complete the purchase of the Property; and
- (b) the representations and warranties of the Town contained in this Agreement being true and correct.

5.2 The conditions set forth in Section 5.1 are for the exclusive benefit of the Donor and may be waived by the Donor in writing in whole or in part on or before the time indicated.

5.3 The obligations of the Town under this Agreement are subject to the following condition for the exclusive benefit of the Town being fulfilled or waived by the Town on or before October 31, 2025, unless otherwise provided herein:

(a) The Town finally approving the grant of the covenant contemplated at section 7.1(g) of this Agreement to a grantee identified by the Donor.

5.4 The condition set forth in Section 5.3 is for the exclusive benefit of the Town and may be waived by the Town in writing in whole or in part on or before the time indicated.

6. Payment Terms

6.1 The Donation shall be made in full by wire transfer to the Town no later than 7 days prior to the closing date under the Contract.

6.2 The Town shall provide current banking information to the Donor or as the Donor may direct to facilitate the transfer of the Donation.

6.3 The Donor shall instruct its solicitors to transfer the Donation to the Town as the Town may direct.

6.4 The Town shall provide the Donor with written confirmation of receipt of the funds constituting the Donation on the Closing Date.

6.5 The Town shall instruct its solicitors to transfer the full amount of the Donation to the vendor to complete the purchase of the Property.

7. Covenants of the Town

7.1 The Town covenants and agrees with the Donor as follows:

(a) If the Town does not complete the purchase of the Property for any reason by the completion date specified in the Contract, the Town shall return the full amount of the Donation to the Donor via wire transfer or as the Donor may direct within (5) days of the completion date for the purchase and sale of the Property.

(b) Within two (2) weeks following the purchase under the Contract completing, the Town shall issue an official charitable donation receipt to the Donor for the amount of the Donation, in accordance with the *Income Tax Act* (Canada), Canada Revenue Agency guidelines, and any other applicable laws.

(c) Prior to the purchase under the Contract completing, the Town shall refer to the donation as coming from a "private donor contributing 25% of the purchase price".

(d) Following completion of the purchase under the Contract, the Town shall publicly acknowledge The Christopher Foundation as the donor.

- (e) The Town shall deliver any contemplated press releases regarding the Donation, including the timing and content thereof, to the Donor for review and not be released prior to receiving the Donor's written approval thereof.
- (f) The Town shall retain and preserve in perpetuity that portion of the Property currently containing the forested parklands currently known as the "B Lands" (as shown in the diagram contained in the attached Schedule "A") for public park use and habitat protection. The Town shall undertake any subdivision of the Property required to give effect to the obligations contained herein and shall endeavour to commence and complete such subdivision promptly following its acquisition of the Lands. The Donor acknowledges and agrees that the subdivision must be approved by the Approving Officer for the Town of Qualicum Beach in accordance with relevant legislation and the granting of such approval is in no way affected by the terms of this Agreement.
- (g) For greater certainty, within one (1) month following the subdivision contemplated in subsection (f), above, the Town shall register a conservation covenant (in the form attached as Schedule "B") against title to those parts of the Property referred to in section 7.1(f) and agrees to not withdraw registration of the aforementioned conservation covenant during the Town's ownership of the Property.

8. Termination & Recission

- 8.1 The Donor may terminate this Agreement and its obligations hereunder by notice to the Town that the condition precedent under section 5.1(a) has not been fulfilled.
- 8.2 If at any time after the completion of the purchase and sale of the Property a court of competent jurisdiction orders that the conveyance of the Property to the Town be rescinded for any reason, the Town agrees as follows:
 - (a) to indemnify and save harmless the Donor against any and all liability, loss, cost, action, claim or expense equal to the amount of the Donation within 30 days of such an order; and
 - (b) waive all defences at law or in equity based on delay or the passage of time.
- 8.3 Subject to agreement in writing by the Town and the Donor, the obligations contained in this section 8 will not extend beyond the expiration of 80 years from the date of execution and delivery of this Agreement.

9. Confidentiality

- 9.1 The parties agree to keep the terms of this Agreement strictly confidential unless disclosure is required by law or mutually agreed to in writing.
- 9.2 This clause shall survive the termination or fulfillment of this Agreement.

10. Execution & Notice

10.1 On behalf of the Donor, this agreement may be executed by its authorized signatory.

10.2 On behalf of the Town, this agreement may be executed by the Corporate Officer and the Mayor.

10.3 Any demand, notice, or other communication to be given in connection with this Agreement must be given in writing and shall be given by electronic means of communication addressed to the recipient as follows:

- (a) if to the Donor, delivered by e-mail to **Sec. 22** with a copy to **Sec. 22** **Sec. 22** and
- (b) if to the Town, delivered to Heather Svensen, Corporate Officer at HSvensen@qualicumbeach.com, with a copy to Joseph Scafe, Young, Anderson at scafe@younganderson.ca.

or to such other street address, individual or electronic communication number, or address as may be designated by notice given by either party to the other. Any demand, notice, or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third (3rd) business day following the deposit thereof in the mail, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day.

11. General

11.1 Time is of the essence of this Agreement.

11.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements, whether written or oral, relating to the subject matter herein.

11.3 No amendment to this Agreement shall be effective unless in writing and signed by both parties.

11.3 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to its choice of law principles.

11.4 The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada, to settle any disputes or claims which may arise out of or in connection with this Agreement.

11.5 This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original and together shall constitute one and the same instrument.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

TOWN OF QUALICUM BEACH

Date: Sept 26, 2025

Per: **Sec. 22**

Name: Teunis Westbroek

Title: Mayor

Per: **Sec. 22**

Name: ~~Heather Svensen~~ Danielle Leurebourg

Title: ~~Corporate Officer~~ Deputy Director
of corporate services

THE CHRISTOPHER FOUNDATION

Date: Sep 19, 2025

Per: **Sec. 22**

Authorized Signatory: **Sec. 22**

SCHEDULE "A"

PROPERTY ACQUISITION PLAN DIAGRAM



SCHEDULE "B"

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT (PUBLIC PARK)

THIS AGREEMENT dated for reference the 18th day of September, 2025, is

BETWEEN:

TOWN OF QUALICUM BEACH

660 Primrose Street, Qualicum Beach, BC, V9K 1S7

(the "Town")

AND:

(the "Holder")

WHEREAS:

- A. The Town is the registered owner in fee simple of certain lands and premises situate in Qualicum Beach, British Columbia, more particularly described in the General Instrument – Part 1 (Land Title Act Form C) attached to and forming part of this Agreement (the "Lands");
- B. The Lands formerly comprised part of a golf course and were acquired by the Town after the Holder donated part of the purchase price on the condition that the Lands be reserved for public park use and habitat protection;
- C. Section 219 of the *Land Title Act* provides that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality, the Crown, or any other person designated by the minister on terms and conditions the minister thinks proper; and
- D. The Town has agreed to grant a covenant pursuant to Section 219 of the *Land Title Act* in order to protect and conserve the Lands as described in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises contained herein and the sum of One Dollar (\$1.00) now paid to the Town by the Holder (the receipt and sufficiency whereof is hereby acknowledged by the Town), the parties hereto covenant and agree with each other as follows:

- 1. **Covenant** – The Town covenants and agrees with the Holder that the Lands shall be used for public park and habitat protection purposes and that:
 - (a) no building or structure, or any part of a building or structure shall be

constructed, moved, extended or located, nor shall any landfill, land clearing or other disturbance take place within the Lands;

- (b) no roads, parking facilities or sporting facilities may be laid out or constructed on the Lands;
- (c) the Town shall not cut down, defoliate, alter or remove any trees, shrubs, ground cover, or any other form of plant life within the Lands;
- (d) no part of the Lands including soil, gravel, or rock may disturbed, explored for minerals, moved, or removed from the Lands, except as may be necessary to carry out routine landscaping and maintenance activities as permitted under section 2(c);
- (e) the Lands must not be polluted or contaminated;
- (f) without limiting subsection (e) above, no fill, soil, rock, rubbish, ashes, garbage, waste, or other material foreign to the Lands may be deposited, stored, or kept in or on the Lands; and
- (g) no other acts may be carried out on or in respect of the Lands which in the opinion of the Holder, acting reasonably, may have a detrimental impact on the use of the Lands for public park and habitat protection purposes.

2. **Reservations** – Notwithstanding section 1, the Holder acknowledges and agrees that this Agreement shall not be interpreted as limiting or restricting the Town from:

- (a) constructing, maintaining and replacing trails for pedestrian, bicycle and other forms of conveyance but not motor vehicles;
- (b) constructing, maintaining and replacing benches, picnic tables, children's playgrounds and outdoor fitness/exercise stations of modest scale, washrooms, trash cans, signs and similar amenities and appurtenances;
- (c) constructing, maintaining and replacing disc-golf baskets and platforms or similar recreational amenities in a low-impact and naturalized style, which shall not include fenced enclosures or formal sports courts or fields;
- (d) constructing, maintaining and replacing parking areas adjacent to existing public road frontages, such areas not to exceed 10 parking stalls per roadway access point;
- (e) constructing, maintaining and replacing community garden plots and pollinator/native plant gardens, including associated water service, tool sheds no larger than 10 square metres in area and fencing not to exceed 2 metres in height, to be located adjacent to roadway access points or previously

landscaped clearings;

- (f) constructing and maintaining an emergency vehicle access route on the Lands;
 - (g) performing routine landscaping and maintenance activities, including trimming and pruning trees and shrubs in accordance with good arboreal practice, mowing and cutting grass, removing invasive species and planting new trees, shrubs and grass;
 - (h) cutting down and removing trees or parts of trees deemed hazardous by the Town or taking steps to remedy any other circumstance that in the opinion of the Town may cause injury, death or property damage; and
 - (i) inviting the public, without the need for express invitation, to access the Lands by foot, bicycle and other means of conveyance other than motor vehicles and to use the Lands and amenities thereon for the purposes contemplated in this Agreement.
3. **Holder's Right to Specific Relief** – The Town agrees that the Holder is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Town of this Agreement. The Town agrees that this section is reasonable given the public interest in the need for effective protection of the Lands from breaches of this Agreement.
4. **No Holder Obligation** – The rights given to the Holder by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind on the Holder to anyone or obliges the Holder to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the Holder is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Town agrees that the Holder is under no public law duty of fairness or natural justice in that regard and agrees that the Holder may do any of those things in the same manner as if it were a private party and not a public body.
5. **Priority** – The Town shall, at the Town's expense, do or cause to be done all acts reasonably necessary to register this agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this agreement against the title to the Lands.
6. **Further Assurances** – At its own expense, the Town will do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the Holder the covenant hereby granted.
7. **Runs with Lands** – Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Town in this Agreement constitutes a personal covenant and a covenant granted under Section 219 of the Land Title Act (British Columbia) in

respect of the Lands. This Agreement burdens the Lands and runs with them and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which they are subdivided by any means, and the Town agrees with the Holder to never apply for or request to discharge or cause to be discharged this Agreement from title to the Lands.

8. **Amendment** – This Agreement may be amended or affected only by an instrument duly executed by both the Town and the Holder, and may be discharged only by an instrument duly executed by the Holder. This provision shall be of no effect in the event that the Town and the Holder are the same person.
9. **Waiver** – A waiver of any breach of this Agreement is binding only if given in an instrument executed by the party giving the waiver and only if the waiver is an express waiver of the breach in question. A waiver of a breach of this Agreement operates to waive only the breach in respect of which it has expressly been given.
10. **Contract and Deed** – By executing and delivering this Agreement both the Town and the Holder intend to create both a contract and a deed executed and delivered under seal.
11. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.
12. **Governing Law** – This Agreement is governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D, which are attached to and form part of this Agreement.

END OF DOCUMENT