

**Paulina Chua**

---

**From:** Paul Hildebrand  
**Sent:** October-21-15 7:01 AM  
**To:** Dan Bottrill  
**Subject:** Closing

Dan,

We have a conference call with the Epcor lawyers at 10 this am to review mechanics of closing etc. Please give me a call before then.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
BARRISTERS AND SOLICITORS  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Sarah Batut  
**To:** Lindsay Parcells  
**Cc:** Paul Hildebrand; Bissoondatt, Dana (DBissoondatt@epcor.com); Henebury, Tracy (THenebury@epcor.com)  
**Subject:** Proposed Undertakings  
**Date:** Thursday, October 29, 2015 4:38:50 PM  
**Attachments:** image001.gif  
image002.gif  
image003.jpg  
90557499 v(2) LT Lindsay Parcells, Lidstone & Company enclosing executed documents (undertakings).DOCX

---

Lindsay,

Please find attached my proposed undertaking letter. If this is acceptable, I will send through a signed copy.

Regards,  
Sarah

**Sarah Batut | Lawyer**

T. +1 604 631 4954 | F. +1 604 631 3232

[sbatut@fasken.com](mailto:sbatut@fasken.com) | <http://www.fasken.com/en/sarah-batut>

Fasken Martineau DuMoulin LLP

2900 - 550 Burrard Street, Vancouver, British Columbia V6C 0A3



Proud Legal Partner of the Canadian Paralympic Committee  
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Fier partenaire juridique du Comité paralympique canadien  
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**Sarah Batut**  
Direct +1 604 631 4954  
sbatut@fasken.com

October 29, 2015  
File No.: 287865.00007/16151

**By Email**

Lidstone & Company  
Barristers & Solicitors  
1300 - 128 W. Pender Street  
Vancouver, BC V6B 1R8

**Attention: Lindsay Parcels**

Dear Sirs/Mesdames:

**Re: Sale of Utility Assets (the "Assets") and Lands (the "Lands") (together, the "Property") by Epcor White Rock Water Inc. (the "Vendor") to City of White Rock (the "Purchaser") pursuant to an asset purchase agreement made as of August 28, 2015, as modified (the "Purchase Agreement")  
Completion Date: October 30, 2015**

The following documents executed by the Vendor in registrable form where necessary will be forwarded directly by Dana Bissoondatt:

1. Form A Freehold Transfer (the "**Transfer**")
2. Form C Assignment of Statutory Rights of Way ("**SRW**");
3. Assignment and Assumption Agreement regarding Goods and Services Agreement with Trittech including Trittech consent;
4. Assignment and Assumption Agreement regarding Goods and Services Agreement with Trittech without Trittech consent;
5. Assignment and Assumption Agreement regarding Goods and Services Agreement with Graham Construction;
6. Assignment and Assumption Agreement regarding Lease Agreement;
7. Form C Assignment of Lease ("**Assignment of Lease**") *[to follow post-closing]*;

8. General Conveyance;
9. Bill of Sale;
10. Assignment and Assumption of Fraser Health Authority Construction Permits;
11. Bill of Sale for vehicles (in addition to Assets);
12. Statement of Adjustments;
13. Certified copy of Shareholders Resolutions’;
14. Certificate of an Officer of the Vendor regarding representations and warranties and covenants;
15. GST Election Form
16. PST Acknowledgment and Undertaking;
17. Modification of Purchase Agreement regarding closing time; and
18. License Agreement regarding TWQM Phase 1 Laydown Lands;  
(collectively, the “**Epcor Documents**”)

which documents relate to the referenced transaction.

The Epcor Documents are provided to you in escrow on the following undertakings:

1. not to deal with the Epcor Documents in any manner whatsoever unless:
  - (a) you have forwarded to us and Dana Bissoondatt copies of the following documents executed by the Purchaser in registrable form where applicable:
    - (i) Form C Assignment of Statutory Rights of Way (“**SRW**”);
    - (ii) Assignment and Assumption Agreement regarding Goods and Services Agreement with Trittech including Trittech consent;
    - (iii) Assignment and Assumption Agreement regarding Goods and Services Agreement with Trittech without Trittech consent;

- (iv) Assignment and Assumption Agreement regarding Goods and Services Agreement with Graham Construction;
- (v) Assignment and Assumption Agreement regarding Lease Agreement;
- (vi) Form C Assignment of Lease ("**Assignment of Lease**") *[to follow post-closing]*;
- (vii) General Conveyance;
- (viii) Bill of Sale;
- (ix) Assignment and Assumption of Fraser Health Authority Construction Permits;
- (x) Bill of Sale for vehicles (in addition to Assets);
- (xi) Statement of Adjustments;
- (xii) Certified copy of Purchaser's Council Resolutions;
- (xiii) Certificate of an Officer of the Purchaser regarding representations and warranties and covenants;
- (xiv) GST Election Form;
- (xv) GST Certificate as to registration status;
- (xvi) PST Acknowledgment and Undertaking;
- (xvii) Modification of Purchase Agreement regarding closing time; and
- (xviii) License Agreement regarding TWQM Phase 1 Laydown Lands;

(collectively, the "**White Rock Documents**" and together with the "**Epcor Documents**", the "**Closing Documents**"); and

- (b) you have sufficient funds in your trust account to disburse funds in accordance with these undertakings;
2. not to make application for registration of the Transfer or SRW except after satisfactory pre-application title searches;

3. immediately upon application for the electronic registration of the Transfer concurrently with the SRW and upon receipt by you of satisfactory post-application title searches which indicate that in the normal course of Land Title Office routine title to the Lands and the SRW will be issued to the Purchaser free and clear of all charges and encumbrances save and except the usual statutory exceptions to title and the permitted encumbrances listed in the Purchase Agreement you will forthwith disburse funds by bank draft, certified cheque or wire transfer in accordance with the approved Statement of Adjustments;
4. you will continue to hold the Documents in escrow until such time that the Closing Time (as defined in the Purchase Agreement) has passed the Purchaser and the Vendor have confirmed in writing (which may be via email) that the Vendor and Purchaser have met and the Vendor has provided to the Purchaser any applicable physical items related to the sale of the Assets (the "**Conditions of Release**"); and
5. if by the close of business on the Completion Date you have not made application for registration of the Transfer and SRW, you will thereafter deal with the Closing Documents only with our approval and will return the same to us on demand.

We await receipt of the net sale proceeds on the day scheduled for completion and request that you telephone Michelle Stewart at 604 631 4975, of our offices if sending bank draft or certified, when the funds are available to be picked up by courier. We undertake to hold the net sale proceeds in trust until such time that the Conditions of Release are satisfied.

We wish to confirm you and your clients agreement that upon satisfaction of the Conditions of Release, the closing escrow shall be terminated automatically and the Closing Documents shall be released from escrow and shall be deemed to have been delivered and the transactions effected thereby shall be deemed to have occurred.

For purposes of wire transfer our account details are as follows:

**Bank Name:**  
**Bank Address:**

**CAD Account No.:**  
**Institution No.:**  
**Transit No.:**  
**SWIFT Code:**  
**ABA No.:**

**Beneficiary Name:** Fasken Martineau DuMoulin LLP, In Trust  
**Beneficiary Address:** 2900 – 550 Burrard Street  
Vancouver, BC V6C 0A3  
**Reference:** 287865.00007/16151

Wire payment notification can be sent by:

Email: [VANTrust-desk@fasken.com](mailto:VANTrust-desk@fasken.com) or  
Fax: (604) 632-4714

If you have any questions or concerns regarding the wire transfer, please contact Prescilla Hilario directly @ (604) 631-4714 or by email @ [philario@fasken.com](mailto:philario@fasken.com).

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Sarah Batut

SB/ms  
Enclosures

**From:** Lindsay Parcels  
**To:** "Bissoondatt, Dana"; GStLouis@whiterockcity.ca; Martens, Gary  
**Cc:** Paul Hildebrand; Henebury, Tracy; Corkery, Vincent; sbatut@fasken.com  
**Subject:** RE: Close Time (10175-102)  
**Date:** Friday, October 30, 2015 4:17:00 PM  
**Attachments:** Letter to Sarah Batut. Enclosing funds. Signed. Oct 30 2015 (00341307xBCD32).pdf  
Form A Transfer. Pending Registration. CA4782636. Oct 30 2015 (00341309xBCD32).pdf  
Form C Transfer of SRWs. Pending Registration. CA4782643. Oct 30 2015 (00341310xBCD32).pdf  
image001.gif

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Hello Dana. We now have pending registration at the LTO and Paul is hand delivering the cheque to Sarah now. I have attached a copy of our letter to Sarah and copies of the documents with pending registration particulars for your information. Regards.

Lindsay A. Parcels  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
1.877.339.2199 TF  
[www.lidstone.info](http://www.lidstone.info)

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**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Friday, October 30, 2015 4:08 PM  
**To:** GStLouis@whiterockcity.ca; Martens, Gary  
**Cc:** Paul Hildebrand; Lindsay Parcels; Henebury, Tracy; Corkery, Vincent; sbatut@fasken.com  
**Subject:** Close Time  
**Importance:** High

Gary and Greg,

I understand you will be meeting (or perhaps are already) to turn over keys, etc.

Can you at 4:30 PT, each email this group to confirm that everything is done so that (assuming Paul has been able to confirm the land titles registrations and has delivered the cheque) we can release from escrow and declare closing complete?

Thanks,

Dana



cid:164514113@28092011-1866



**Dana Bissoondatt**

Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
epcor.com

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LIDSTONE & COMPANY  
BARRISTERS AND SOLICITORS

October 30, 2015

**Sarah Batut, Barrister & Solicitor**  
**FASKEN MARTINEAU DuMOULIN LLP**  
2900 - 550 Burrard Street  
Vancouver, BC, V6C 0A3

HAND DELIVERED

**Dear Sarah:**

**Buyer:** THE CITY OF WHITE ROCK  
**Seller:** EPCOR WHITE ROCK INC.  
**Agreement:** Purchase Agreement between the parties dated August 28,  
2015 (the "Purchase Agreement")  
**Our File:** 10175-102

---

We are pleased to advise that the Form A Transfer and Form C Transfer of SRWs contemplated by the Purchase Agreement was submitted for registration in the Land Title Office on today's date. Accordingly, we enclose the sum of \$13,908,769.72 payable to FASKEN MARTINEAU DuMOULIN LLP in trust. The enclosed funds are being forwarded to you on the undertakings as contained in your letter dated October 30, 2015.

We trust that the foregoing is satisfactory. If you have any questions, please do not hesitate to contact our office.

Sincerely,

LIDSTONE & COMPANY

  
**Lindsay Parcels**  
parcells@lidstone.info  
LP/p  
Encl.

c. Dan Bottrill, CAO

LAND TITLE ACT  
 FORM A (Section 185(1))  
 FREEHOLD TRANSFER Province of British Columbia

Oct-30-2015 16:12:13.001

CA4782636 CA4782642

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Lindsay Arthur  
 Parcels PIH67V**  
Digitally signed by Lindsay Arthur  
 Parcels PIH67V  
 DN: c=CA, cn=Lindsay Arthur Parcels  
 PIH67V, o=Lawyer, ou=Verify ID at  
 www.juricert.com/LKUP.cfm?id=PIH67V  
 Date: 2015.10.30 16:10:44 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Lindsay Parcels, Barrister & Solicitor  
 Lidstone & Company, Barristers & Solicitors  
 1300-128 Pender St. W.  
 Vancouver, BC, V6B 1R8  
 Document Fees: \$546.70

File #10175-102  
 Tel. 604-899-2269

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**

STC? YES

2b. MARKET VALUE: \$ 4,423,100.00

3. CONSIDERATION: \$ 4,423,100.00

4. TRANSFEROR(S):

**EPCOR WHITE ROCK WATER INC. NO. BC0756389**

5. FREEHOLD ESTATE TRANSFERRED: **Fee Simple**

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

**CITY OF WHITE ROCK**

15322 BUENA VISTA AVENUE  
 WHITE ROCK

BRITISH COLUMBIA  
 CANADA V4B 1Y6

Incorporation No  
 N/A

7. EXECUTION(S): The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s)

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

\_\_\_\_\_  
 Dana M. Bissoondatt  
 Barrister & Solicitor  
 EPCOR Utilities Inc.  
 2000 – 10423 101 Street NW  
 Edmonton, AB T5H 0E8  
 Phone: (780) 412-3239

Y	M	D
15	10	30

EPCOR WHITEROCK WATER INC.,  
 by its authorised signatory:

\_\_\_\_\_  
 John Elford, Senior Vice-President

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 2 OF 4 PAGES

---

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**029-076-242****LOT 2 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN EPP25563**

STC?

YES 

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**007-563-191****LOT 17 BLOCK 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 2793**

STC?

YES 

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**007-563-205****LOT 18 BLOCK 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 2793**

STC?

YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-906 LOT 1 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINISTER DISTRICT  
PLAN 12415**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-949 LOT 2 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINISTER DISTRICT  
PLAN 12415**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-981 LOT 3 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINISTER DISTRICT  
PLAN 12415**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-560-923 LOT "D" SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
24118**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Oct-30-2015 16:12:13.002

GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Lindsay Arthur  
Parcells  
PIH67V

Digitally signed by Lindsay Arthur  
Parcells PIH67V  
DN: c=CA, cn=Lindsay Arthur Parcells  
PIH67V, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=PIH67V  
Date: 2015.10.30 14:48:29 -0700'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Lindsay Parcells, Barrister & Solicitor  
Lidstone & Company, Barristers & Solicitors  
1300 - 128 Pender St. W.  
Vancouver, BC, V6B 1R8  
Document Fees: \$702.90

Tel. 604-899-2269  
File No. 10175-102

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

EPCOR WHITE ROCK WATER INC., INC.NO. BC0756389

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF WHITE ROCK

15322 BUENA VISTA AVENUE  
WHITE ROCK

BRITISH COLUMBIA  
CANADA V4B 1Y6

Incorporation No  
N/A

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Dana M. Bissoondatt  
Barrister & Solicitor  
Senior Counsel  
EPCOR Utilities Inc.  
2000 - 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239

Execution Date

Y	M	D
15	10	30

Transferor(s) Signature(s)

EPCOR WHITE ROCK WATER  
INC., by its authorized signatory:

John Elford, Senior Vice-President

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

**Execution Date**

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Stephanie Lam, Deputy City Clerk

Y	M	D
15	10	30

THE CITY OF WHITE ROCK, by its  
authorized signatories:

Commissioner for Taking Affidavits in British Columbia

City of White Rock  
15322 Buena Vista Avenue  
White Rock, BC, V4B 1Y6  
Tel. 604-541-2129

\_\_\_\_\_  
Megan Knight, Deputy Mayor

\_\_\_\_\_  
Tracey Arthur, City Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 3 OF 16 PAGES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-348-181 LOT 10 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 19017**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**006-893-937 LOT 176 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
33789**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**006-893-881 LOT 175 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
33789**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-180-425 LOT 226 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 43352**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**002-853-388 LOT 10 EXCEPT: NORTH 501 FEET, SECTION 9 TOWNSHIP 1  
NEW WESTMINSTER DISTRICT PLAN 7664**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN BCS3085**

STC? YES

[Related Plan Number]

**BCS3085**

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 5 OF 16 PAGES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-619** **LOT 455 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-627** **LOT 456 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-473** **LOT 446 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 6 OF 16 PAGES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**008-618-411** **LOT 330 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
39479**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**008-618-445** **LOT 331 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
39479**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**013-192-515** **PARCEL "O" (EXPLANATORY PLAN 10415) WEST HALF OF THE NORTH  
WEST QUARTER**

STC? YES  **SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT**

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-362-241 LOT 3 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-362-225 LOT 1 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-362-233 LOT 2 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN BCS4503**

STC? YES

[Related Plan Number]

**BCS4503**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**028-971-710 STRATA LOT 7 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
 STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**028-971-698 STRATA LOT 5 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
 STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**028-971-736 STRATA LOT 9 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
 STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**028-971-655 STRATA LOT 1 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
 STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**028-971-663 STRATA LOT 2 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
 STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
 PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
 LOT AS SHOWN ON FORM V**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-680 STRATA LOT 4 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-671 STRATA LOT 3 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-701 STRATA LOT 6 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-728**

**STRATA LOT 8 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT  
FORM E****SCHEDULE**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

E43905

Statutory Right of Way E43905

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

E43906

Statutory Right of Way E43906

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

E43912

Statutory Right of Way E43912

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

E54089

Statutory Right of Way E54089

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

G101210

Statutory Right of Way G101210

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

G92268

Statutory Right of Way G92268

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

J73540

Statutory Right of Way J73540

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

BB1289674

Statutory Right of Way BB1289674

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

CA2646849

Statutory Right of Way CA2646849

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**TERMS OF INSTRUMENT – PART 2  
ASSIGNMENT AND TRANSFER OF RIGHTS OF WAY**

THIS Agreement is made as of October 30, 2015

BETWEEN:

**EPCOR WHITE ROCK WATER INC. (INC.NO. BC0756389)**, a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the “**Vendor**”)

AND:

**CITY OF WHITE ROCK**, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the “**Purchaser**”)

WHEREAS:

- A. The Purchaser and the Vendor are parties to an Asset Purchase Agreement made as of August 28<sup>th</sup>, 2015 (the “**Purchase Agreement**”) whereby the Vendor has agreed to sell and the Purchaser has agreed to buy certain assets of the Vendor;
- B. Pursuant to the Purchase Agreement, the Vendor has agreed to assign to the Purchaser, and the Purchaser has agreed to acquire by assignment from the Vendor, the following Statutory Rights of Way:

- (a) Statutory Right of Way E43905;
- (b) Statutory Right of Way E43906;
- (c) Statutory Right of Way E43912;
- (d) Statutory Right of Way E54089;
- (e) Statutory Right of Way G101210;
- (f) Statutory Right of Way G92268;
- (g) Statutory Right of Way J73540;
- (h) Statutory Right of Way BB1289674; and
- (i) Statutory Right of Way CA2646849

(collectively, the “**Rights of Way**”).

NOW THEREFORE this Agreement witnesses that in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

### **Assignment of Rights**

1. The Vendor absolutely assigns, transfers, and sets over unto the Purchaser all of its right, title, and interest in and to:
  - (a) the Rights of Way; and
  - (b) all benefits, and advantages accruing at any time after the date of this Agreement under the Rights of Way; and
  - (c) the benefit of all guarantees, indemnities, indentures or covenants with respect to the Rights of Way.

### **Indemnification by Vendor**

2. The Vendor will indemnify and save harmless the Purchaser from all actions, suits, costs, losses, damages, and expenses arising out of any non-observance or non-performance by the Vendor, before and including the date of this Agreement, of any of the Vendor's covenants, provisos and conditions contained in the Rights of Way.

### **Purchaser's Covenants**

3. The Purchaser covenants with the Vendor that:
  - (a) the Purchaser will from the date of this Agreement observe and perform the Vendor's covenants, provisos and conditions contained in the Rights of Way; and
  - (b) the Purchaser will indemnify and save harmless the Vendor from any and all actions, suits, costs, losses, damages, and expenses arising after the date of this Agreement by reason of the failure of the Purchaser to observe and perform the Vendor's covenants, provisos and conditions contained in the Rights of Way.

### **General Provisions**

4. The Vendor will at all times hereafter, at the request of and at the cost of the Purchaser, execute such further assurances with respect to this Assignment as the Purchaser may reasonably require.
5. This Assignment will enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns.

6. This Agreement is intended to give effect to, and not to enlarge or diminish, the rights and obligations created by the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
7. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written on the Form C which is attached hereto and forms a part hereof.

**From:** [Bissoondatt, Dana](mailto:Bissoondatt,Dana)  
**To:** [Lindsay Parcells](mailto:Lindsay.Parcells); [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); [Martens, Gary](mailto:Martens,Gary)  
**Cc:** [Paul Hildebrand](mailto:Paul.Hildebrand); [Henebury, Tracy](mailto:Henebury,Tracy); [Corkery, Vincent](mailto:Corkery,Vincent); [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: Close Time (10175-102)  
**Date:** Friday, October 30, 2015 4:29:00 PM  
**Attachments:** [image001.gif](#)

---

Thanks Paul. We look forward to receiving funds, confirmation of registration and the all clear from Greg and Gary.

Dana

---

**From:** Lindsay Parcells [<mailto:parcells@lidstone.info>]  
**Sent:** October-30-15 5:17 PM  
**To:** Bissoondatt, Dana; [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); Martens, Gary  
**Cc:** Paul Hildebrand; Henebury, Tracy; Corkery, Vincent; [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: Close Time (10175-102)

Hello Dana. We now have pending registration at the LTO and Paul is hand delivering the cheque to Sarah now. I have attached a copy of our letter to Sarah and copies of the documents with pending registration particulars for your information. Regards.

Lindsay A. Parcells  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
1.877.339.2199 TF  
[www.lidstone.info](http://www.lidstone.info)

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---

**From:** Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]  
**Sent:** Friday, October 30, 2015 4:08 PM  
**To:** [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); Martens, Gary  
**Cc:** Paul Hildebrand; Lindsay Parcells; Henebury, Tracy; Corkery, Vincent; [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** Close Time  
**Importance:** High

Gary and Greg,

I understand you will be meeting (or perhaps are already) to turn over keys, etc.

Can you at 4:30 PT, each email this group to confirm that everything is done so that (assuming Paul

has been able to confirm the land titles registrations and has delivered the cheque) we can release from escrow and declare closing complete?

Thanks,

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**

Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
epcor.com

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**From:** Lindsay Parcells  
**To:** "Bissoondatt, Dana"; GStLouis@whiterockcity.ca; Martens, Gary  
**Cc:** Paul Hildebrand; Henebury, Tracy; Corkery, Vincent; sbatut@fasken.com  
**Subject:** RE: Close Time (10175-102)  
**Date:** Friday, October 30, 2015 4:54:00 PM  
**Attachments:** image001.gif

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Hello Dana. Greg tells me that all motor vehicles and trailers have now been transferred at the MV registry. Subject to the further assurances of the parties under s. 9.06 of the Purchase Agreement, it appears that Epcor has provided the physical items related to the sale of the Assets and we can release the escrow. Thank you.

Lindsay A. Parcells  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
1.877.339.2199 TF  
[www.lidstone.info](http://www.lidstone.info)

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---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Friday, October 30, 2015 4:08 PM  
**To:** GStLouis@whiterockcity.ca; Martens, Gary  
**Cc:** Paul Hildebrand; Lindsay Parcells; Henebury, Tracy; Corkery, Vincent; sbatut@fasken.com  
**Subject:** Close Time  
**Importance:** High

Gary and Greg,

I understand you will be meeting (or perhaps are already) to turn over keys, etc.

Can you at 4:30 PT, each email this group to confirm that everything is done so that (assuming Paul has been able to confirm the land titles registrations and has delivered the cheque) we can release from escrow and declare closing complete?

Thanks,

Dana

cid:164514113@28092011-1866

**Dana Bissoondatt**

Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
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17

**Paulina Chua**

---

**From:** Paul Hildebrand  
**Sent:** December-04-15 4:13 PM  
**To:** Dan Bottrill; 'Sandra Kurylo'  
**Subject:** Epcor

Two copies of a closing binder will be sent out to you by courier. Arriving with them will be three originally executed (by Epcor) GST election forms. Dan's signature can be added for filing.

Please let me know if you want anything further.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
BARRISTERS AND SOLICITORS  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** FW: EPCOR White Rock Water Inc. -Approval for sale of assets to City of White Rock  
**Date:** Wednesday, October 21, 2015 9:56:00 AM  
**Attachments:** [image001.jpg](#)

---

Dana,

I presume you have seen the latest from the comptroller, below?

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Dan Bottrill [<mailto:DBottrill@whiterockcity.ca>]  
**Sent:** October-21-15 9:29 AM  
**To:** Paul Hildebrand  
**Subject:** FW: EPCOR White Rock Water Inc. -Approval for sale of assets to City of White Rock

Approved.

**DAN BOTTRILL**  
Chief Administrative Officer, City of White Rock  
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6  
Tel: 604.541.2133 | [www.whiterockcity.ca](http://www.whiterockcity.ca)



---

**From:** Couroux, Rick FLNR:EX [<mailto:Rick.Couroux@gov.bc.ca>]  
**Sent:** Wednesday, October 21, 2015 9:27 AM  
**To:** 'Piercey, Carmen'  
**Cc:** Dan Bottrill  
**Subject:** EPCOR White Rock Water Inc. -Approval for sale of assets to City of White Rock

Dear Carmen Piercey,

The Deputy Comptroller of Water Rights has considered the request for a public hearing into the matter of the application by EPCOR White Rock Water Inc. to sell the assets of its water system to the City of White Rock and decided that a public hearing is not warranted. After reviewing the application, supporting documents and undertakings by the City of White Rock pursuant to section 52 of the Utilities Commission Act he has concurred with staff's recommendation to approve the disposition of assets in accordance with the Asset Purchase Agreement dated August 28, 2015

effective October 30, 2015.

A Decision and Order with Reasons is being prepared and should be issued prior to the proposed transfer closing date of October 30, 2015.

Respectfully,

***Rick Couroux***

Secretary to the Comptroller

Utility Regulation Section

Water Management Branch

Resource Stewardship Division

Phone: 250 387-6355

Fax: 250 953-5124

Email: [rick.couroux@gov.bc.ca](mailto:rick.couroux@gov.bc.ca)

---

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**From:** [Dan Bottrill](#)  
**To:** [Wayne Baldwin](#)  
**Cc:** [Greg St. Louis](#); [Sandra Kurylo](#); [Tracey Arthur](#); [Paul Hildebrand](#)  
**Subject:** Fwd: Order No. 2431 -Approving the sale of water utility assets of EPCOR White Rock Water Inc. to the City of White Rock  
**Date:** Tuesday, October 27, 2015 9:08:18 PM  
**Attachments:** [Scan\\_20151027.pdf](#)  
[ATT00001.htm](#)

---

Great news.

The Comptroller has officially approved the transfer of the utility to White Rock.

Well done everyone!

Dan.

Sent from my iPhone

Begin forwarded message:

**From:** "Couroux, Rick FLNR:EX" <[Rick.Couroux@gov.bc.ca](mailto:Rick.Couroux@gov.bc.ca)>  
**Date:** October 27, 2015 at 4:13:00 PM PDT  
**To:** "Piercey, Carmen" <[cpiercey@epcor.com](mailto:cpiercey@epcor.com)>  
**Cc:** 'Dan Bottrill' <[DBottrill@whiterockcity.ca](mailto:DBottrill@whiterockcity.ca)>  
**Subject:** **FW: Order No. 2431 -Approving the sale of water utility assets of EPCOR White Rock Water Inc. to the City of White Rock**

Dear Carmen Piercey,

Attached is the Deputy Comptroller of Water Rights' Order and Decision No. 2431 approving the application by EPCOR White Rock Water Inc. to dispose of its assets, rights and the obligations of its water utility serving the City of White Rock, some customers residing in the city of Surrey and providing a bulk water supply to the Semiahmoo First Nations Band in accordance with an Asset Purchase Agreement signed by both parties and dated August 28, 2015 to be effective October 30, 2015.

Please advise me once the transfer has been completed so that the Certificate of Public Convenience and Necessity and all Orders issued to the Utility can be cancelled.

It is our intention to notify those customers who requested that a public hearing be held on this matter that the Deputy Comptroller deemed it not necessary to conduct a Public Hearing in order to decide this matter. A copy of the Decision and Order will be provided to them.

Respectfully,

***Rick Couroux***

Secretary to the Comptroller  
Utility Regulation Section  
Water Management Branch  
Resource Stewardship Division  
Phone: 250 387-6355  
Fax: 250 953-5124  
Email: [rick.couroux@gov.bc.ca](mailto:rick.couroux@gov.bc.ca)

---

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PROVINCE OF BRITISH COLUMBIA

OFFICE OF THE DEPUTY COMPTROLLER OF WATER RIGHTS

IN THE MATTER OF the *Water Utility Act* and*Utilities Commission Act*

and

An Application by

**EPCOR White Rock Water Inc.****For Approving the Transfer of Assets of the water system to the  
City of White Rock****DECISION AND ORDER**

Dated this 26th day of October, 2015

BEFORE:

Pieter Bekker, Deputy Comptroller of Water Rights  
Ministry of Forests, Lands and Natural Resource Operations  
PO Box 9340 Stn Prov Govt, Victoria BC V8W 9M1



**Issue:**

To approve an application by EPCOR White Rock Water Inc. to dispose assets of the water system serving the City of White Rock, a small number of homes in the city of Surrey, and a bulk water supply to the Semiahmoo First Nations reserve, pursuant to Sections 52 (2) of the Utilities Commission Act to the City of White Rock.

**A. Background:**

1. EPCOR White Rock Water Inc. ("EWR" or the Utility") is a privately owned water utility regulated by the Comptroller of Water Rights under the *Water Utility Act* and the *Utilities Commission Act*. As defined in the *Water Act*, the Comptroller includes a Deputy Comptroller.
2. EWR is an investor owned utility that owns and operates the water utility in the City of White Rock, BC. EWR is a corporation incorporated under the British Columbia ("BC") Business Corporations Act and is a wholly owned subsidiary of EPCOR Water Services Inc. ("EWSI"). EWSI is an Alberta corporation and is a wholly owned subsidiary of EPCOR Utilities Inc. ("EUI" or "EPCOR"), itself an Alberta corporation wholly owned by The City of Edmonton. EWR's office is located at Suite 203, 15261 Russell Avenue, White Rock, BC, V4B 2P7.
3. EWR serves a population of approximately 20,000 with an average consumption of water of 6.5 million litres ("ML") per day. The service area of the utility is mainly comprised of the City of White Rock ("the City"), but EWR also has a small number of accounts with customers located in the City of Surrey and provides bulk water to the Semiahmoo First Nation.
4. On September 24, 2015 the Utility submitted an application to the Comptroller for approval of a proposed disposition of the assets of the water system to the City in accordance with a signed Asset Purchase Agreement dated August 28, 2015.
5. The City's proposed purchase of the Utility arose in 2013 out of a desire by the City to own the water treatment and distribution facilities that serve the community in order to have the economic benefits of such ownership accrue to the residents of White Rock.

6. The Utility and the City have been negotiating since 2013 in an attempt to reach an agreement for the transfer of the water system. The City had considered an expropriation of the water system if the two parties could not come to terms on an agreement for the transfer.

**B. Considerations:**

1. The terms of the agreement provide for a transfer of the assets, rights and licenses of the water system to the City necessary for the continuation of a safe and adequate water supply to the users of the water system.
2. The terms of the agreement provide for a seamless transition of ownership with the operations and maintenance and future capital projects to continue either under a contract with EPCOR or with the City taking over the operations and offering employment to the existing utility staff.
3. Various media releases were issued by the City, as well as holding a public information meeting on June 16, 2015, to inform residents of its intentions and to answer related questions as best they could under the constraints of a Confidentiality Agreement with the Utility owners, while negotiating the terms of the purchase agreement;
4. The Utility and the City set up web sites posting information on the progress of their negotiations for the sale / purchase of the water system;
5. On June 29, 2015 a Special Council meeting was held by the City where the public had the opportunity to raise issues and concerns;
6. A motion was passed to adopt proposed amendments to the City's financial plans to accommodate the acquisition of the assets of the Utility,
7. A second motion was passed approving the City Council to direct the City's Chief Administrative Officer to work with the City's legal counsel with a view to acquire the assets of the water utility,
8. A third motion to pursue the acquisition of non-regulated land owned by EPCOR at 1454 Oxford Street was defeated; and

9. Thirteen requests were received from City residents, out of the estimated 20,000 customers on the water system, requesting a public hearing on the proposed acquisition by the City, sighting that insufficient disclosure of the details of the terms of the sale being negotiated had been provided to determine if the acquisition was in the public interest.

**C. Findings:**

The Proposed Transaction comprises the disposition by EWR of the assets of the water system on the basis that:

1. There are no violations of existing covenants that will be detrimental to the customers;
2. The conduct of the utility's business, including, but not limited to, maintaining the existing level of service, safety of the water supply and capital water treatment projects either currently under contract or required in the future, are to continue under the City's ownership;
3. The application complies with the requirements of the *Water Utility Act* and *Utilities Commission Act*;
4. The structural integrity of the water system assets are to be maintained in such a manner as to not impair utility service;
5. The water rates may increase slightly for the last quarter of 2015 and then slightly decrease for most customers in 2016;
6. While some terms of the purchase agreement are still under negotiation it is my determination that those negotiations will not be detrimental to the provisions of water service; and
7. It was determined that the information/evidence submitted and obtained to support the approving of the Utility's application to transfer the water system to the City is considered satisfactory in protecting the public interest without conducting a public hearing.

**D: Conclusion**

Having considered all of the submissions, information and evidence affecting the EPCOR White Rock Water Inc. application, IT IS HEREBY DECIDED AND ORDERED THAT:

**Pursuant to sections 52(1) and (2) of the *Utilities Commission Act* EPCOR White Rock Water Inc.'s proposed disposition of the assets of its water system to the City of White Rock is approved.**



Pieter J. Bekker  
Deputy Comptroller of Water Rights,  
Water Utility Act

File: 0321042

**From:** [Bissoondatt, Dana](#)  
**To:** [DBottrill@whiterockcity.ca](mailto:DBottrill@whiterockcity.ca)  
**Cc:** [Paul Hildebrand](#); [Corkery, Vincent](#); [Manning, Darrell](#); [Madsen, Christian](#)  
**Subject:** License Agreement re 1454 Oxford Street, Whit Rock  
**Date:** Wednesday, December 30, 2015 8:14:47 AM  
**Attachments:** [image001.gif](#)  
[SET28M65115123010230.pdf](#)

---

Mr. Bottrill,

On behalf of Vince Corkery, please see the attached correspondence regarding the above noted agreement.

Kind regards,

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
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2000 – 10423 101 St NW,  
Edmonton, Alberta  
T5H 0E8 Canada  
**epcor.com**

December 30, 2015

**Attention: Dan Bottrill, Chief Administrative Officer**

*VIA FACSIMILE: 604-541-2118 AND VIA EMAIL: [DBottrill@whiterockcity.ca](mailto:DBottrill@whiterockcity.ca)*

City of White Rock  
15322 Buena Vista Ave  
White Rock, British Columbia  
V4B 1Y6

Dear Sir:

**RE: Termination of the Non-Exclusive License Agreement between EPCOR White Rock Water Inc. and the City of White Rock dated October 30, 2015 (the "Agreement") respecting 1454 Oxford Street, White Rock, BC**

This letter serves as notice of termination of the Agreement pursuant to Section 5.1 of Schedule A to the Agreement. As required, we are providing twenty (20) days' notice and the Agreement will therefore terminate effective January 19, 2016.

Please note that the Agreement, including without limitation pursuant to Sections 1.2 and 1.4 of Schedule A, requires you to restore the License Lands to their original condition and to remove any and all surplus material, Construction Items and vehicles from the License Lands prior to January 19, 2016.

Sincerely,

**EPCOR White Rock Water Inc.**

Per:

A handwritten signature in black ink, appearing to read "Vince Corkery", is written over a faint, illegible printed name.

Name: Vince Corkery  
Title: Director, Municipal Operations

**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Cc:** [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca)  
**Subject:** Arbitration  
**Date:** Friday, June 17, 2016 9:33:00 AM

---

Dana,

Any update on the valuation data?

Thanks,

Paul

**From:** [Sandra Kurylo](#)  
**To:** [Paul Hildebrand \(paul@phlaw.ca\)](#) ([paul@phlaw.ca](#)); [Lindsay Parcels](#)  
**Subject:** Cheques en route  
**Date:** Friday, October 30, 2015 8:51:37 AM  
**Attachments:** [image001.jpg](#)

---

Hi Paul and Lindsay

Just letting you know that the two certified cheques will be arriving at your office by courier, by 11:00am.

Sandra

**SANDRA KURYLO**

**Director of Financial Services, City of White Rock**

15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

Tel: 604.541.2111 | [www.whiterockcity.ca](http://www.whiterockcity.ca)



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**From:** [Bissoondatt, Dana](#)  
**To:** [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); [Martens, Gary](#)  
**Cc:** [Paul Hildebrand](#); [Lindsay Parcels](#); [Henebury, Tracy](#); [Corkery, Vincent](#); [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** Close Time  
**Date:** Friday, October 30, 2015 4:08:22 PM  
**Attachments:** [image001.gif](#)  
**Importance:** High

---

Gary and Greg,

I understand you will be meeting (or perhaps are already) to turn over keys, etc.

Can you at 4:30 PT, each email this group to confirm that everything is done so that (assuming Paul has been able to confirm the land titles registrations and has delivered the cheque) we can release from escrow and declare closing complete?

Thanks,

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
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**From:** [Bissoondatt, Dana](#)  
**To:** [Lindsay Parcels](#)  
**Subject:** Conference Call  
**Date:** Tuesday, October 27, 2015 12:07:46 PM  
**Attachments:** [image001.gif](#)

---

Hi Lindsay,

The call is indeed at 1:30 PT/2:30 MT. There seem to be multiple requests coming out (not sure why, might be an IT issue), but they are all for the same time.

Speak to you shortly.

Dana

cid:1645141113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

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**From:** [CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca) on behalf of [Dan Bottrill](#)  
**To:** [Sandra Kurylo](#); [Greg St. Louis](#); [Duke, Sean C](#); [Paul Hildebrand](#)  
**Subject:** Meeting with Dan Bottrill, Sandra Kurylo, Greg St. Louis and Sean Duke (KPMG) and Paul Hildebrand (Lidstone & Company) Re: EPCOR Evaluation

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**To:** [Sandra Kurylo](#); [Greg St. Louis](#); [Duke, Sean C](#); [Paul Hildebrand](#)  
**Subject:** Meeting with Dan Bottrill, Sandra Kurylo, Greg St. Louis and Sean Duke (KPMG) and Paul Hildebrand (Lidstone & Company) Re: EPCOR Evaluation

---

Good afternoon Sean and Paul. We are hoping that you are available to meet at 10:30am on Thursday, February 9.

Chris Magnus  
Executive Assistant  
Mayor and CAO

---

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**From:** [CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca) on behalf of [Dan Bottrill](#)  
**To:** [Sandra Kurylo](#); [Greg St. Louis](#); [Duke, Sean C \(sduke@kpmg.ca\)](#); [Paul Hildebrand](#)  
**Subject:** Meeting with Dan Bottrill, Sandra Kurylo, Greg St. Louis and Sean Duke (KPMG) and Paul Hildebrand (Lidstone & Company) Re: EPCOR Evaluation

---

Good afternoon Sean and Paul. We are hoping that you are available to meet at 10:30am on Thursday, February 9.

Chris Magnus  
Executive Assistant  
Mayor and CAO

---

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**From:** [CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca) on behalf of [Dan Bottrill](#)  
**To:** [Duke, Sean C \(sduke@kpmg.ca\)](#); [Paul Hildebrand](#)  
**Subject:** Meeting with Dan, Paul Hildebrand (Lidstone & Company) and Sean Duke (KPMG) Re: EPCOR Evaluation (Note: Lunch Provided)

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**From:** [CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca) on behalf of [Dan Bottrill](#)  
**To:** [Duke, Sean C \(sduke@kpmg.ca\)](#); [Paul Hildebrand](#); [Sandra Kurylo](#)  
**Subject:** Meeting with Dan, Paul Hildebrand (Lidstone & Company) and Sean Duke (KPMG) Re: EPCOR Evaluation (Note: Lunch Provided)

---

Good afternoon Sean and Paul. We are hoping that you are available to meet on Monday, January 16 as we will need to include our Director of Financial Services, Sandra Kurylo and she is unavailable on Tuesday and Wednesday next week.

Chris Magnus  
Executive Assistant  
Mayor and CAO

---

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**From:** [CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca) on behalf of [Dan Bottrill](#)  
**To:** [Sandra Kurylo](#); [paul\\_hildebrand@hotmail.com](mailto:paul_hildebrand@hotmail.com); [Paul Hildebrand](#)  
**Subject:** Meeting with Dan, Sandra, KPMG (Sean Duke and Mike) and Paul Hildebrand | Contact Paul: Work: 604-899-2936 Cell: 604-789-3258 Re: Review Updated EPCOR Valuation and Discuss Next Step Contact: Sean Duke 604-691-3304 Mike Bowie 604-691-3553

---

From: Sandra Kurylo  
Sent: Thursday, September 24, 2015 8:27 AM  
To: Chris Magnus  
Cc: Duke, Sean C  
Subject: FW: Updated Valuation

Hi Chris

Can you please set up a meeting with Dan, Sean Duke, Paul H. and I to review the updated Epcor valuation and discuss next steps?

Sean – I will leave it to you to determine if Mike should be there, please let Chris know.

I am available next week anytime Wednesday, Thursday morning or Friday.

Thank you, Sandra

---

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**From:** Paul Hildebrand  
**To:** ["Duke, Sean C"](#)  
**Subject:** New Epcor data  
**Date:** Thursday, November 17, 2016 12:26:00 PM

---

Sean,

Please give me a call to discuss the new Epcor data and the way forward.

Thanks,

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Dan Bottrill"](#); [Sandra Kurylo](#); [Greg St. Louis](#); [Duke, Sean C](#)  
**Subject:** RE: Meeting with Dan Bottrill, Sandra Kurylo, Greg St. Louis and Sean Duke (KPMG) and Paul Hildebrand (Lidstone & Company) Re: EPCOR Evaluation  
**Date:** Monday, February 06, 2017 12:38:00 PM

---

ja

**Paul Hildebrand**

Associate Counsel

LIDSTONE & COMPANY

Barristers and Solicitors

Suite 1300 - Sun Tower

128 Pender Street West

Vancouver, BC V6B 1R8

604.899.2269 P

604.899.2281 F

604.789.3258 C

-----Original Appointment-----

**From:** CMagnus@whiterockcity.ca [<mailto:CMagnus@whiterockcity.ca>] **On Behalf Of** Dan Bottrill  
**Sent:** Monday, February 06, 2017 11:17 AM  
**To:** Sandra Kurylo; Greg St. Louis; Duke, Sean C; Paul Hildebrand  
**Subject:** Meeting with Dan Bottrill, Sandra Kurylo, Greg St. Louis and Sean Duke (KPMG) and Paul Hildebrand (Lidstone & Company) Re: EPCOR Evaluation  
**When:** Tuesday, February 07, 2017 1:00 PM-2:30 PM (UTC-08:00) Pacific Time (US & Canada).  
**Where:** City Hall Council Chambers

Good afternoon Sean and Paul. We are hoping that you are available to meet at 10:30am on Thursday, February 9.

Chris Magnus

Executive Assistant

Mayor and CAO

---

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**From:** [Sandra Kurylo](#)  
**To:** [Lindsay Parcels](#); [Paul Hildebrand](#)  
**Subject:** RE: Closing Time (10175-102)  
**Date:** Friday, October 30, 2015 4:32:02 PM  
**Attachments:** [image001.gif](#)

---

Thank you Lindsay and Paul!!

Have a nice weekend, Sandra

---

**From:** Lindsay Parcels [mailto:parcells@lidstone.info]  
**Sent:** Friday, October 30, 2015 4:19 PM  
**To:** Dan Bottrill; Greg St. Louis; Sandra Kurylo  
**Cc:** Paul Hildebrand; Paul Hildebrand (paul@phlaw.ca); Don Lidstone  
**Subject:** FW: Closing Time (10175-102)

Hello all. We now have pending registration for the transfers and here is a copy of our correspondence to Epcor counsel with the particulars. Regards.

Lindsay A. Parcels  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
1.877.339.2199 TF  
[www.lidstone.info](http://www.lidstone.info)

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**From:** Lindsay Parcels  
**Sent:** Friday, October 30, 2015 4:17 PM  
**To:** 'Bissoondatt, Dana'; [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); Martens, Gary  
**Cc:** Paul Hildebrand; Henebury, Tracy; Corkery, Vincent; [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: Close Time (10175-102)

Hello Dana. We now have pending registration at the LTO and Paul is hand delivering the cheque to Sarah now. I have attached a copy of our letter to Sarah and copies of the documents with pending registration particulars for your information. Regards.

Lindsay A. Parcels  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors

Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
1.877.339.2199 TF  
[www.lidstone.info](http://www.lidstone.info)

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---

**From:** Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]  
**Sent:** Friday, October 30, 2015 4:08 PM  
**To:** [GStLouis@whiterockcity.ca](mailto:GStLouis@whiterockcity.ca); Martens, Gary  
**Cc:** Paul Hildebrand; Lindsay Parcels; Henebury, Tracy; Corkery, Vincent; [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** Close Time  
**Importance:** High

Gary and Greg,

I understand you will be meeting (or perhaps are already) to turn over keys, etc.

Can you at 4:30 PT, each email this group to confirm that everything is done so that (assuming Paul has been able to confirm the land titles registrations and has delivered the cheque) we can release from escrow and declare closing complete?

Thanks,

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
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**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** RE: EPCOR - White Rock  
**Date:** Wednesday, March 01, 2017 1:25:00 PM  
**Attachments:** [image001.gif](#)

---

Yes.

Please call my cell. 604-789-3258.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Wednesday, March 01, 2017 1:10 PM  
**To:** Paul Hildebrand  
**Subject:** EPCOR - White Rock

Paul, I got your voicemail from yesterday. I could call you at about 3:30 PT. Does that work for you?  
Also, what is the best number to reach you at?

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
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**From:** Paul Hildebrand  
**To:** "Duke, Sean C"; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo)  
**Subject:** RE: Epcor  
**Date:** Wednesday, September 14, 2016 6:34:00 AM

---

Fine with Paul.

---

**From:** Duke, Sean C [<mailto:sduke@kpmg.ca>]  
**Sent:** Tuesday, September 13, 2016 4:19 PM  
**To:** Paul Hildebrand; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo)  
**Subject:** RE: Epcor

How about Friday afternoon. Say 230pm?

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** Tuesday, September 13, 2016 8:06 AM  
**To:** Duke, Sean C <[sduke@kpmg.ca](mailto:sduke@kpmg.ca)>; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo) <[skurylo@whiterockcity.ca](mailto:skurylo@whiterockcity.ca)>  
**Subject:** Epcor

Sean,

A reminder that we would like to have an update call some time this week. Please let me know a good time.

Thanks,

Paul Hildebrand

---

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Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording

appears.

- [Disclaimer concerning confidential and privileged information/unintended recipient](http://disclaimer.kpmg.ca) (<http://disclaimer.kpmg.ca>).
- [Disclaimer concerning tax advice](http://taxdisclaimer.kpmg.ca) (<http://taxdisclaimer.kpmg.ca>).

*If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.*

-----

**From:** Paul Hildebrand  
**To:** "Duke, Sean C"; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo)  
**Subject:** RE: Epcor  
**Date:** Friday, September 16, 2016 2:21:00 PM

---

Who will be initiating call?

---

**From:** Duke, Sean C [<mailto:sduke@kpmg.ca>]  
**Sent:** Tuesday, September 13, 2016 4:19 PM  
**To:** Paul Hildebrand; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo)  
**Subject:** RE: Epcor

How about Friday afternoon. Say 230pm?

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** Tuesday, September 13, 2016 8:06 AM  
**To:** Duke, Sean C <[sduke@kpmg.ca](mailto:sduke@kpmg.ca)>; [dbottrill@whiterockcity.ca](mailto:dbottrill@whiterockcity.ca); [Sandra Kurylo](mailto:Sandra.Kurylo) <[skurylo@whiterockcity.ca](mailto:skurylo@whiterockcity.ca)>  
**Subject:** Epcor

Sean,

A reminder that we would like to have an update call some time this week. Please let me know a good time.

Thanks,

Paul Hildebrand

---

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*If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.*

-----

**From:** Paul Hildebrand  
**To:** "[Duke, Sean C](#)"  
**Subject:** RE: Epcor  
**Date:** Wednesday, November 23, 2016 7:14:00 AM

---

Needs to be by 9:10. Out of office meeting at 9:30.

In office now if you want to call.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

-----Original Message-----

From: Duke, Sean C [<mailto:sduke@kpmg.ca>]  
Sent: Tuesday, November 22, 2016 5:24 PM  
To: Paul Hildebrand  
Subject: Re: Epcor

Hi Paul. Sorry about the confusion. I will ring you in the morning.

Sent from my iPhone

On Nov 21, 2016, at 4:13 PM, Paul Hildebrand <[hildebrand@lidstone.ca](mailto:hildebrand@lidstone.ca)<<mailto:hildebrand@lidstone.ca>>> wrote:

Sean,

I tried to call, but you were in a meeting, and your voicemail was for somebody named "Jennifer".

Please give me a call. Cell is best: 604-789-3258.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
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**From:** [Sarah Batut](#)  
**To:** [Paul Hildebrand](#); [Bissoondatt, Dana](#); [Sandra Kurylo](#); [Dan Bottrill \(dbottrill@whiterockcity.ca\)](#); [Lindsay Parcels](#)  
**Subject:** RE: GST Registry Search Record  
**Date:** Friday, October 30, 2015 3:06:00 PM

---

Hi Paul,

Thanks. We were searching based on the name on the GST Certificate.

Sarah

**Sarah Batut | Lawyer**

T. +1 604 631 4954 | F. +1 604 631 3232

---

**From:** Paul Hildebrand [mailto:hildebrand@lidstone.info]  
**Sent:** October-30-15 2:51 PM  
**To:** Bissoondatt, Dana; Sarah Batut; Sandra Kurylo; Dan Bottrill (dbottrill@whiterockcity.ca); Lindsay Parcels  
**Subject:** FW: GST Registry Search Record

Search attached.

Sandra suggests that you may have failed to input the name as "The Corporation of the City of ...".

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Sandra Kurylo [mailto:skurylo@whiterockcity.ca]  
**Sent:** October-30-15 2:49 PM  
**To:** Paul Hildebrand  
**Subject:** GST Registry Search Record

Here you go Paul.

Sandra

**From:** [KonicaMinoltaBH552@whiterockcity.ca](mailto:KonicaMinoltaBH552@whiterockcity.ca) [mailto:KonicaMinoltaBH552@whiterockcity.ca]  
**Sent:** Friday, October 30, 2015 2:40 PM  
**To:** Sandra Kurylo  
**Subject:** Message from KMBT\_552

---

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**From:** Paul Hildebrand  
**To:** "[Dan Bottrill](#)"; [Duke, Sean C \(sduke@kpmg.ca\)](mailto:sduke@kpmg.ca); [Sandra Kurylo](#)  
**Subject:** RE: Meeting with Dan, Paul Hildebrand (Lidstone & Company) and Sean Duke (KPMG) Re: EPCOR Evaluation (Note: Lunch Provided)  
**Date:** Tuesday, January 10, 2017 5:18:00 PM

---

Jan 16 is better than Jan 17. It is my first day back (assuming I make it back) so please make it in the afternoon. Presently flexible.

**Paul Hildebrand**

Associate Counsel

LIDSTONE & COMPANY

Barristers and Solicitors

Suite 1300 - Sun Tower

128 Pender Street West

Vancouver, BC V6B 1R8

604.899.2269 P

604.899.2281 F

604.789.3258 C

-----Original Appointment-----

**From:** CMagnus@whiterockcity.ca [<mailto:CMagnus@whiterockcity.ca>] **On Behalf Of** Dan Bottrill

**Sent:** Tuesday, January 10, 2017 4:24 PM

**To:** Duke, Sean C (sduke@kpmg.ca); Paul Hildebrand; Sandra Kurylo

**Subject:** Meeting with Dan, Paul Hildebrand (Lidstone & Company) and Sean Duke (KPMG) Re: EPCOR Evaluation (Note: Lunch Provided)

**When:** Monday, January 16, 2017 12:00 PM-2:00 PM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Dan's Office

Good afternoon Sean and Paul. We are hoping that you are available to meet on Monday, January 16 as we will need to include our Director of Financial Services, Sandra Kurylo and she is unavailable on Tuesday and Wednesday next week.

Chris Magnus

Executive Assistant

Mayor and CAO

---

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**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** RE: Potential Arbitration  
**Date:** Monday, May 30, 2016 11:30:00 AM

---

Dana.

We have been having some computer trouble here, and I have lost track of whether we have set up a conference call with Mr. Spence. If we have, could you please send me the details. If not, what times do you have for the rest of this week?

Thanks,

Paul

---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Wednesday, May 25, 2016 10:43 AM  
**To:** Paul Hildebrand  
**Subject:** RE: Potential Arbitration

Thanks for making the first contact Paul. I'll check back in with you on Monday and hopefully Mr. Spence can/is willing to act and we can talk with him fairly soon.

Dana

---

**From:** Paul Hildebrand [mailto:hildebrand@lidstone.info]  
**Sent:** May-25-16 9:56 AM  
**To:** dspence@spencevaluation.com  
**Cc:** Bissoondatt, Dana; dbottrill@whiterockcity.ca; Sandra Kurylo  
**Subject:** Potential Arbitration

Dear Mr. Spence,

I am associate counsel with Lidstone & Company, a Vancouver law firm. I am writing to inquire whether you are willing to act as an arbitrator in an arbitration between Epcor White Rock Water Inc. ("Epcor") and the City of White Rock ("White Rock"). Epcor is a subsidiary of Epcor Utilities Inc., headquartered in Edmonton. Lidstone & Company represents White Rock. Epcor is represented by Mr. Dana Bissoondatt, to whom this e-mail is copied.

The arbitration concerns the valuation of assets comprising the White Rock water utility, which White Rock purchased from Epcor in October 2015. The asset purchase agreement provides that the purchase price will be determined by arbitration if the parties are unable to agree, which as yet they have not.

Mr. Bissoondatt is occupied for the remainder of this week, but we both have time next week to speak with you. In the meantime, I ask that you advise whether you would be willing to take this matter on, and whether there are any conflict issues which would prevent you from acting as an arbitrator in this matter.

Yours truly,

**Paul Hildebrand**  
Associate Counsel  
**LIDSTONE & COMPANY**  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

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**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** White Rock water  
**Date:** Thursday, January 19, 2017 11:26:00 AM

---

Dana,

Is there a time we can speak on the phone?

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** White Rock Closing  
**Date:** Tuesday, October 20, 2015 9:34:00 AM

---

Dana,

We are (hopefully) only 10 days away from a closing, and we are working on closing documents here.

There are a number of issues that it would help if we could discuss in the next day or so. What is your timing like?

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** White Rock  
**Date:** Wednesday, January 18, 2017 7:52:00 AM

---

Dana,

KPMG are close to completing their valuation. Is there a time this am we could speak briefly about timing, next steps?

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Duke, Sean C"](#)  
**Subject:** White Rock  
**Date:** Friday, November 25, 2016 1:38:00 PM

---

Sean,

Where do we stand on Monday? I have to let them know. Please contact me this afternoon.

Cell is best: 604-789-3258.

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C



**From:** Paul Hildebrand  
**To:** ["Duke, Sean C"](#)  
**Subject:** White Rock  
**Date:** Monday, September 26, 2016 10:36:00 AM

---

I am at my desk and available on my cell (604-789-3258) or on the office line (604-899-2289).

Paul

**From:** Paul Hildebrand  
**To:** ["Duke, Sean C"](#)  
**Subject:** White Rock  
**Date:** Monday, September 19, 2016 9:21:00 AM

---

Sean,

Please give me a call when you get a second.

604-789-3258.

Paul

**From:** Paul Hildebrand  
**To:** [Duke, Sean C](#)  
**Cc:** [Dan Bottrill](#); "[Sandra Kurylo](#)"  
**Subject:** White Rock  
**Date:** Wednesday, February 10, 2016 11:24:00 AM

---

Sean,

Have you made any progress on the arbitrator candidates?

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Duke, Sean C"](#)  
**Cc:** [Sandra Kurylo](#); ["Dan Bottrill"](#)  
**Subject:** Valuation discussion  
**Date:** Wednesday, June 21, 2017 12:29:00 PM

---

Sean, Sandra, Dan,

Are we all available some time around 1 or 2 tomorrow to discuss strategy in advance of Friday?

I know Sean can't do the morning, so how is early afternoon?

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** RE: White Rock water  
**Date:** Thursday, May 18, 2017 8:18:00 AM

---

Dana,

In office now if you have a minute to talk.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Wednesday, May 17, 2017 10:27 AM  
**To:** Paul Hildebrand  
**Subject:** RE: White Rock water

I'm just back in the office and have to speak with my litigation colleague and get instructions from my internal client. I hope to have done that by tomorrow morning, but can't be certain. We can tentatively plan for tomorrow morning and I can update you later today.

Dana

---

**From:** Paul Hildebrand [mailto:hildebrand@lidstone.ca]  
**Sent:** May-17-17 11:15 AM  
**To:** Bissoondatt, Dana  
**Subject:** White Rock water

Dana,

Will you have any time today or tomorrow morning to discuss this?

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

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**From:** Paul Hildebrand  
**To:** ["Bissoondatt, Dana"](#)  
**Subject:** RE: Wednesday  
**Date:** Wednesday, January 25, 2017 9:11:00 AM  
**Attachments:** [image001.gif](#)

---

Dana,

It's 9:00 here (Vancouver time). I am around for about another hour. Please call my cell: 604-789-3258.

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Tuesday, January 24, 2017 5:54 PM  
**To:** Paul Hildebrand  
**Subject:** Wednesday

Hi Paul, I got your voicemail from Monday. Sorry, things remain a bit crazy. What would be a good time to talk tomorrow? I am tied up between 7-9 and 1-2 PT.

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
epcor.com

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**From:** Paul Hildebrand  
**To:** ["Chris Magnus"; Duke, Sean C \(sduke@kpmg.ca\)](#)  
**Subject:** RE: Time Sensitive | Meeting with the City of White Rock Re: Discuss Evaluation  
**Date:** Monday, February 06, 2017 10:22:00 AM  
**Attachments:** [image001.jpg](#)

---

Tuesday at 1 also works.

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Chris Magnus [mailto:[CMagnus@whiterockcity.ca](mailto:CMagnus@whiterockcity.ca)]  
**Sent:** Monday, February 06, 2017 10:19 AM  
**To:** Paul Hildebrand; Duke, Sean C (sduke@kpmg.ca)  
**Subject:** Time Sensitive | Meeting with the City of White Rock Re: Discuss Evaluation

We have scheduled this meeting for 10:30am on Thursday, February 9.

We may have another opening for tomorrow afternoon at 1pm (Tuesday, February 7). Would that also work for you both? If so, I may be able to reschedule to tomorrow as we had wanted to include our Director of Engineering and Municipal Operations Greg St. Louis. However, if tomorrow does not work for either of you, we will keep it as is for Thursday.

**CHRIS MAGNUS**

**Executive Assistant to Mayor and CAO, City of White Rock**

15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

Tel: 604.541.2124 | [www.whiterockcity.ca](http://www.whiterockcity.ca)

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**From:** Paul Hildebrand  
**To:** "Chris Magnus"; Duke, Sean C (sduke@kpmg.ca)  
**Subject:** RE: Time Sensitive | Meeting with the City of White Rock Re: Discuss Evaluation  
**Date:** Friday, February 03, 2017 3:10:00 PM  
**Attachments:** [image001.jpg](#)

---

Thursday.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Chris Magnus [mailto:CMagnus@whiterockcity.ca]  
**Sent:** Friday, February 03, 2017 2:15 PM  
**To:** Duke, Sean C (sduke@kpmg.ca); Paul Hildebrand  
**Subject:** Time Sensitive | Meeting with the City of White Rock Re: Discuss Evaluation

Good afternoon. We would like to set up a meeting at City Hall with you both for next week. Can you please let me know if you available any of the dates and times below:

- 12pm, Monday February 6 (lunch provided);
- 10:00am, Wednesday February 8;
- 3pm, Wednesday, February 9; or
- 10:30am, Thursday, February 9.

Your prompt attention to this matter would be appreciated.

**CHRIS MAGNUS**

**Executive Assistant to Mayor and CAO, City of White Rock**

15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

Tel: 604.541.2124 | [www.whiterockcity.ca](http://www.whiterockcity.ca)

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telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

**From:** Paul Hildebrand  
**To:** [Duke, Sean C](#)  
**Subject:** White Rock water utility  
**Date:** Friday, January 29, 2016 4:21:00 PM  
**Attachments:** [White Rock Utility FS -- October 30, 2015 FINAL \(00350832xBCD32\).xlsx](#)

---

Sean,

Epcor have now produced their Oct 30 2015 financial statements (attached). There are some points I would like to discuss with you.

As well, last time we met KPMG was going to get me some names for potential arbitrators. The time has come to move forward on that. Please give me a call when you get a minute. My cell is probably best: 604-789-3258.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

4

**From:** Paul Hildebrand  
**To:** "[sduke@kpmg.ca](mailto:sduke@kpmg.ca)"  
**Cc:** [Sandra Kurylo](#)  
**Subject:** White Rock water arbitration  
**Date:** Tuesday, July 26, 2016 1:47:00 PM  
**Attachments:** [Epcor projections for valuation July 26 16 \(00373316\).pdf](#)

---

Sean,

Please see attached the financial information provided by Epcor.

I will call you to discuss.

Paul

**From:** [Bissoondatt, Dana](#)  
**To:** [Paul Hildebrand](#); [Lindsay Parcels](#)  
**Cc:** [sbatut@fasken.com](#); [Henebury, Tracy](#)  
**Subject:** EPCOR - White Rock - Asset Purchase  
**Date:** Friday, October 30, 2015 9:50:11 AM  
**Attachments:** [image001.gif](#)  
[7 - Form A Transfer.pdf](#)  
[8 - Form C Assignments.pdf](#)  
[11 - Assignment and Assumption - Lease.pdf](#)  
[13 - General Conveyance.pdf](#)  
[14 - Bill of Sale.pdf](#)  
[15 - Assignment of Permits.pdf](#)  
[16 - Vehicles Bill of Sale.pdf](#)  
[18 - Statement of Adjustments.pdf](#)  
[24 - Certified Shareholder's Resolutions.pdf](#)  
[25 - Officer's Certificate re Reps etc.pdf](#)  
[27 - Receipt.pdf](#)  
[29 - GST Election.pdf](#)  
[35 - Modification of APA.pdf](#)  
[36 - License Agreement.pdf](#)  
[39 - Form C re Assignment of Lease.pdf](#)  
[Lease Assignment - EPCOR - White Rock - KNVP.PDF](#)

---

Paul and Lindsay,

Attached are the following documents related to the above noted transaction, numbered as per our draft closing agenda. These materials are sent to you in accordance with the terms of Sarah Batut's letter of today's date:

- 7 – Form A Transfers;
- 8 – Form C Assignments;
- 11 – Assignment and Assumption re Lease;
- 11 – Assignment and Assumption re Lease - KNV Properties signature included;
- 13 – General Conveyance;
- 14 – Bill of Sale;
- 15 – Assignment of Permits;
- 16 – Bill of Sale (Vehicles);
- 18 – Statement of Adjustments;
- 24 – Vendor's Certified Resolutions;
- 25 – Vendor's Officer's Certificate;
- 27 – Receipt (note that the amount is not filled in pending finalization of the Statement of Adjustments);
- 28 – GST election;
- 35 – Modification of APA;
- 36 – License Agreement re Oxford Street Lands; and
- 39 – Form C re Assignment of Office Lease. As previously advised, the signature of the Head Landlord will be obtained post-closing and provided to you prior to the effective date of the assignment, namely January 1, 2016.

I will forward the signature for item 9, Amending, Assignment and Assumption Agreement with Trittech once we have, as per my separate recent email, your and Trittech's agreement on the most recent changes.

I also recognize that the Statement of Adjustments has not been definitively settled. I anticipate that we will work this out shortly and we will forward a revised version if applicable.

Please forward to us, in escrow, the documents to be executed by the City.

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3239  
Fax: (780) 441-7118  
epcor.com

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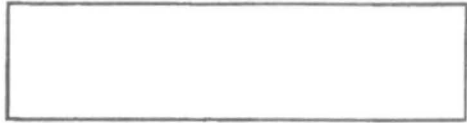
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**LAND TITLE ACT  
FORM A (Section 185(1))  
FREEHOLD TRANSFER Province of British Columbia**

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

**Lindsay Parcells, Barrister & Solicitor**  
Lidstone & Company, Barristers & Solicitors  
1300 - 128 Pender St. W.  
Vancouver, BC, V6B 1R8

Tel. 604-899-2269  
File No. 10175-102

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**

STC? YES

2b. MARKET VALUE: \$ 4,423,100.00

3. CONSIDERATION: \$ 4,423,100.00

4. TRANSFEROR(S):

**EPCOR WHITE ROCK WATER INC., INC.NO. BC0756389**

5. FREEHOLD ESTATE TRANSFERRED: **Fee Simple**

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

**CITY OF WHITE ROCK**

15322 BUENA VISTA AVENUE  
WHITE ROCK

BRITISH COLUMBIA  
CANADA V4B 1Y6

Incorporation No  
N/A

7. EXECUTION(S): The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s)

Officer Signature(s)

*Dana Bissoondatt*

Jana M. Bissoondatt  
Barrister & Solicitor

Execution Date

Y	M	D
2015	10	30

Transferor(s) Signature(s)

EPCOR WHITE ROCK WATER INC.,  
by its authorized signatories:

*[Signature]*  
Name: John Elford, Senior  
Vice President

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 2 OF 4 PAGES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**029-076-242** **LOT 2 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN EPP25563**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-191** **LOT 17 BLOCK 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 2793**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-205** **LOT 18 BLOCK 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 2793**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-906 LOT 1 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 12415**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-949 LOT 2 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 12415**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-563-981 LOT 3 BLOCK 1 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 12415**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 4 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-560-923 LOT "D" SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
24118**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

64

**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
**Lindsay Parcels, Barrister & Solicitor  
Lidstone & Company, Barristers & Solicitors  
1300 - 128 Pender St. W.  
Vancouver, BC, V6B 1R8**

Tel. 604-899-2269  
File No. 10175-102

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST  
**SEE SCHEDULE**

CHARGE NO. ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**EPCOR WHITE ROCK WATER INC., INC.NO. BC0756389**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**CITY OF WHITE ROCK**

15322 BUENA VISTA AVENUE  
WHITE ROCK

BRITISH COLUMBIA  
CANADA V4B 1Y6

Incorporation No  
N/A

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Dana Bissoondatt

Dana M. Bissoondatt  
Barrister & Solicitor

Execution Date

Y	M	D
2015	10	30

Transferor(s) Signature(s)

EPCOR WHITE ROCK WATER  
INC., by its authorized signatories:

[Signature]

John Elford, Senior  
Vice President

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_

Y	M	D

THE CITY OF WHITE ROCK, by its authorized signatories:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-348-181 LOT 10 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN 19017**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**006-893-937 LOT 176 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
33789**

STC? YES

---

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**006-893-881 LOT 175 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
33789**

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-180-425 LOT 226 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 43352**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**002-853-388 LOT 10 EXCEPT: NORTH 501 FEET, SECTION 9 TOWNSHIP 1  
NEW WESTMINSTER DISTRICT PLAN 7664**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN BCS3085**

STC? YES

[Related Plan Number]

BCS3085

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-619 LOT 455 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-627 LOT 456 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**005-029-473 LOT 446 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
PLAN 40201**

STC? YES



LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 6 OF 16 PAGES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**008-618-411** **LOT 330 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
39479**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**008-618-445** **LOT 331 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
39479**

STC? YES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**013-192-515** **PARCEL "O" (EXPLANATORY PLAN 10415) WEST HALF OF THE NORTH  
WEST QUARTER**

STC? YES  **SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT**

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 7 OF 16 PAGES

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**  
[PID] [LEGAL DESCRIPTION]**028-362-241 LOT 3 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**STC? YES **2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**  
[PID] [LEGAL DESCRIPTION]**028-362-225 LOT 1 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**STC? YES **2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:**  
[PID] [LEGAL DESCRIPTION]**028-362-233 LOT 2 SECTION 10 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP46505**STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN BCS4503**

STC? YES

[Related Plan Number]

BCS4503

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-710 STRATA LOT 7 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-698 STRATA LOT 5 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-736 STRATA LOT 9 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-655 STRATA LOT 1 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-663 STRATA LOT 2 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-680** STRATA LOT 4 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V  
STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-671** STRATA LOT 3 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V  
STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-701** STRATA LOT 6 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V  
STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**028-971-728**

**STRATA LOT 8 SECTION 9 TOWNSHIP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN BCS4503 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
E43905

ADDITIONAL INFORMATION  
Statutory Right of Way E43905

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
E43906

ADDITIONAL INFORMATION  
Statutory Right of Way E43906

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
E43912

ADDITIONAL INFORMATION  
Statutory Right of Way E43912

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
E54089

ADDITIONAL INFORMATION  
Statutory Right of Way E54089

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
G101210

ADDITIONAL INFORMATION  
Statutory Right of Way G101210

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
G92268

ADDITIONAL INFORMATION  
Statutory Right of Way G92268

FORM E\_V21

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 13 OF 16 PAGES

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
J73540

ADDITIONAL INFORMATION  
Statutory Right of Way J73540

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
BB1289674

ADDITIONAL INFORMATION  
Statutory Right of Way BB1289674

NATURE OF INTEREST  
Transfer of Charge

CHARGE NO.  
CA2646849

ADDITIONAL INFORMATION  
Statutory Right of Way CA2646849

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION



**TERMS OF INSTRUMENT – PART 2  
ASSIGNMENT AND TRANSFER OF RIGHTS OF WAY**

THIS Agreement is made as of October 30, 2015

BETWEEN:

**EPCOR WHITE ROCK WATER INC. (INC.NO. BC0756389)**, a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the "**Vendor**")

AND:

**CITY OF WHITE ROCK**, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the "**Purchaser**")

WHEREAS:

- A. The Purchaser and the Vendor are parties to an Asset Purchase Agreement made as of August 28<sup>th</sup>, 2015 (the "**Purchase Agreement**") whereby the Vendor has agreed to sell and the Purchaser has agreed to buy certain assets of the Vendor;
- B. Pursuant to the Purchase Agreement, the Vendor has agreed to assign to the Purchaser, and the Purchaser has agreed to acquire by assignment from the Vendor, the following Statutory Rights of Way:
  - (a) Statutory Right of Way E43905;
  - (b) Statutory Right of Way E43906;
  - (c) Statutory Right of Way E43912;
  - (d) Statutory Right of Way E54089;
  - (e) Statutory Right of Way G101210;
  - (f) Statutory Right of Way G92268;
  - (g) Statutory Right of Way J73540;
  - (h) Statutory Right of Way BB1289674; and
  - (i) Statutory Right of Way CA2646849

(collectively, the "**Rights of Way**").

NOW THEREFORE this Agreement witnesses that in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

**Assignment of Rights**

1. The Vendor absolutely assigns, transfers, and sets over unto the Purchaser all of its right, title, and interest in and to:
  - (a) the Rights of Way; and
  - (b) all benefits, and advantages accruing at any time after the date of this Agreement under the Rights of Way; and
  - (c) the benefit of all guarantees, indemnities, indentures or covenants with respect to the Rights of Way.

**Indemnification by Vendor**

2. The Vendor will indemnify and save harmless the Purchaser from all actions, suits, costs, losses, damages, and expenses arising out of any non-observance or non-performance by the Vendor, before and including the date of this Agreement, of any of the Vendor's covenants, provisos and conditions contained in the Rights of Way.

**Purchaser's Covenants**

3. The Purchaser covenants with the Vendor that:
  - (a) the Purchaser will from the date of this Agreement observe and perform the Vendor's covenants, provisos and conditions contained in the Rights of Way; and
  - (b) the Purchaser will indemnify and save harmless the Vendor from any and all actions, suits, costs, losses, damages, and expenses arising after the date of this Agreement by reason of the failure of the Purchaser to observe and perform the Vendor's covenants, provisos and conditions contained in the Rights of Way.

**General Provisions**

4. The Vendor will at all times hereafter, at the request of and at the cost of the Purchaser, execute such further assurances with respect to this Assignment as the Purchaser may reasonably require.
5. This Assignment will enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns.

6. This Agreement is intended to give effect to, and not to enlarge or diminish, the rights and obligations created by the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
7. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written on the Form C which is attached hereto and forms a part hereof.

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**From:** [Henebury, Tracy](mailto:Henebury, Tracy)  
**To:** [Paul Hildebrand](mailto:Paul Hildebrand); [Lindsay Parcels](mailto:Lindsay Parcels)  
**Cc:** [Bissoondatt, Dana](mailto:Bissoondatt, Dana)  
**Subject:** RE: White Rock - Outstanding Items  
**Date:** Friday, November 06, 2015 1:54:51 PM  
**Attachments:** [image001.gif](#)

---

Thanks Paul. That sounds good. We will be sending counterparts.

Regards,



Tracy Henebury  
Legal Counsel  
Phone: (780) 412-3671  
[thenebury@epcor.com](mailto:thenebury@epcor.com)

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** November-06-15 1:40 PM  
**To:** Henebury, Tracy; Lindsay Parcels  
**Cc:** Bissoondatt, Dana  
**Subject:** RE: White Rock - Outstanding Items

Thanks.

As of today, I will have two originally executed copies of everything, so perhaps the easiest thing to do is for me to courier those to you on Monday, then you can add John's signature if possible, or send back counterparts - whatever is most convenient.

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Henebury, Tracy [<mailto:THenebury@epcor.com>]  
**Sent:** November-06-15 11:27 AM  
**To:** Paul Hildebrand; Lindsay Parcels  
**Cc:** Bissoondatt, Dana  
**Subject:** RE: White Rock - Outstanding Items

Hi Paul,

We note the following documents which have outstanding issues:

1. Document 9 – Assignment and Assumption re. Tritech – We just need the correct signature page from the City. Your below comment indicated that it was attached previously but there was no attachment on your prior email.
2. Document 28 – GST Certificate - This document should be dated October 30, 2015
3. Document 30 – PST Indemnity Agreement – This document should be dated October 30, 2015
4. Document 32 – Certified copy of the resolutions of the Council of the Purchaser – We would like the closing date added to the certification on this document.

I have attached the most recent version of these documents for your reference.

Please let me know if you have any questions or concerns.

Thank you,



Tracy Henebury  
Legal Counsel  
Phone: (780) 412-3671  
[thenebury@epcor.com](mailto:thenebury@epcor.com)

---

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** November-05-15 2:53 PM  
**To:** Henebury, Tracy; Lindsay Parcels  
**Cc:** Bissoondatt, Dana  
**Subject:** RE: White Rock - Outstanding Items

Responses below.

This is the first time you have advised that you were planning to exchange signed originals. When / how did you intend to do that?

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

---

**From:** Henebury, Tracy [<mailto:T.Henebury@epcor.com>]

**Sent:** November-05-15 11:19 AM  
**To:** Paul Hildebrand; Lindsay Parcels  
**Cc:** Bissoondatt, Dana  
**Subject:** White Rock - Outstanding Items

Hi Paul and Lindsay,

Can you please advise with respect to the below questions related to the White Rock sale:

1. Document 9 – Assignment and Assumption Agreement re: Trittech, we note that the incorrect signature page was provided by the City. Given that we obtained Trittech's consent the signature page for this document should have a signature line for Trittech. I have attached the Agreement signed by the City as well as by EPCOR. Can you please forward us the correct signed signature page and confirm that we may replace the previous signature page provided? ATTACHED
2. Document 11 – Can you please confirm that we may use a clean first page with October 30<sup>th</sup> not 29<sup>th</sup>, as the effective date? AGREED
3. Documents 28 and 30 – Can you please confirm that when you provide the signed originals they will be dated effective October 30<sup>th</sup> or will have the 29<sup>th</sup> crossed out and initialed? WILL DO.
4. Document 32 – Can you please provide us with a copy with the closing date added to the certification? This was requested on October 29, 2015 in Dana's attached email.
5. Can you please advise as to the status of the release of the LOC?

Please let me know if you have any questions or concerns.

Thank-you,



Tracy Henebury  
Legal Counsel

EPCOR Utilities Inc.  
Legal Services, 28th Floor  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
Phone: (780) 412-3671  
Fax: (780) 441-7118  
[thenebury@epcor.com](mailto:thenebury@epcor.com)  
epcor.ca

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**From:** [Bissoondatt, Dana](#)  
**To:** [Paul Hildebrand](#)  
**Cc:** [Lindsay Parcels](#); [Henebury, Tracy](#); [Sheehan, Faye](#); [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: White Rock Closing  
**Date:** Tuesday, October 20, 2015 5:16:21 PM

---

Hi Paul,

11 MT/10 PT should work. My internal colleague Tracy Henebury is likewise assisting with closing on our side and I also have Sarah Batut of Faskens assisting with certain items since it is a BC transaction. I'm going to ask them both to attend the call – I will circulate a meeting invite with dial in info.

I do have a draft agenda, but need to give it another look and then I'll circulate later tonight.

Re closing adjustments, it makes sense to us to still do the property tax adjustments as those won't change regardless of the purchase price. Regarding the GST/PST, we should discuss tomorrow, but in preview of our preliminary thoughts:

- Re GST, we think that we can do the 167 election, so there should be nothing payable. Although the final purchase price has yet to be determined, we think we still need to file the election within a month of closing and we would then have to file an amended election once the price is determined.
- Re PST, my understanding is that EPCOR White Rock is not registered for PST and (as per your separate email), the City would have to self assess.

Our, again preliminary, thinking is that we would do a simple document to be delivered at closing reflecting the above to supplement the APA.

I'm going to see if our internal tax manager, Faye Sheehan, could also join us for the first part of the meeting to discuss the tax items, but she may have a conflict then.

Dana

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** October-20-15 11:15 AM  
**To:** Bissoondatt, Dana  
**Cc:** Lindsay Parcels  
**Subject:** RE: White Rock Closing

Ok, let's make it 11 Edmonton time, 10 here. Lindsay Parcels, who is helping me with the closing, will join.

If you are doing a closing agenda, we won't bother.

Re assignments, I think you are right on that. Unless I hear otherwise (highly unlikely) we don't need anything on Stantec or EWI.



Some other things we have to address are closing adjustments and PST. My preference (and client's) is to leave all of that to final price determination. Certainly adjustments can be handled that way, and PST just about has to be, since we don't have a price allocation to the PST equipment yet (I understand the assets subject to PST are minimal).

Would it help if we send you what we have in the way of closing documents in advance?

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
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604.899.2281 F  
604.789.3258 C

**From:** Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]  
**Sent:** October-20-15 10:08 AM  
**To:** Paul Hildebrand  
**Subject:** RE: White Rock Closing

Hi Paul, today is quite bad, but I think we could discuss tomorrow. My only booked times are 10-11 and 2:30-3 (all MT).

I'm putting together a short closing agenda which I should be able to send to you tomorrow.

Also, re the Assignment and Assumption Agreement, under the APA I think we'd contemplated using one agreement to transfer all material contracts, however, I think we need to do a separate agreements for each contract so that we can add a spot for the third party to consent. I think the only agreements to be assigned relate to Trittech, the office lease and the Graham contract to be entered into.

These should be fairly vanilla for the lease and for Graham (i.e. we use the form scheduled in the APA), but for the Trittech one, a bit more will be needed as there are holdbacks involved. I have someone working on these forms of assignment documents and will share those as soon as possible.

Dana

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** October-20-15 10:35 AM  
**To:** Bissoondatt, Dana  
**Subject:** White Rock Closing

Dana,

We are (hopefully) only 10 days away from a closing, and we are working on closing documents

here.

There are a number of issues that it would help if we could discuss in the next day or so. What is your timing like?

Paul Hildebrand  
Associate Counsel  
LIDSTONE & COMPANY  
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**From:** [Bissoondatt, Dana](#)  
**To:** [Paul Hildebrand](#); [Lindsay Parcels](#)  
**Cc:** [sbatut@fasken.com](mailto:sbatut@fasken.com); [Henebury, Tracy](#)  
**Subject:** RE: Closing Agenda and Trittech  
**Date:** Friday, October 30, 2015 12:21:21 PM  
**Attachments:** [image001.gif](#)

---

Paul and Lindsay,

Trittech has agreed to the form of Amendment and Assignment Agreement circulated earlier this morning and in fact signed it. Can you confirm that the form circulated this morning is acceptable?

Dana

---

**From:** Bissoondatt, Dana  
**Sent:** October-30-15 9:28 AM  
**To:** Paul Hildebrand ([hildebrand@lidstone.info](mailto:hildebrand@lidstone.info)); Lindsay Parcels ([parcels@lidstone.info](mailto:parcels@lidstone.info))  
**Cc:** [sbatut@fasken.com](mailto:sbatut@fasken.com); Henebury, Tracy  
**Subject:** Closing Agenda and Trittech

Paul and Lindsay,

While we are awaiting your acceptance of Sarah's undertaking letter, I thought I would provide to you an updated closing agenda. Where I have noted "Complete" that references that we have agreed on a form.

Regarding Trittech, they have provided us with a signature with the understanding that a couple of additions are needed for the amending and assignment agreement. The only amendment is the previously discuss change to the Substantial Performance date. The other changes in the document are to confirm certain amounts. Please let us know if you have any comments. We are also sending to Trittech to confirm.

Dana

**cid:164514113@28092011-1866**



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
Edmonton, AB T5H 0E8  
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[epcor.com](http://epcor.com)

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**From:** [Paul Hildebrand](#)  
**To:** [Bissoondatt, Dana](#); [Lindsay Parcels](#); [Dan Bottrill \(dbottrill@whiterockcity.ca\)](#)  
**Cc:** [Lindsay Parcels](#); [Henebury, Tracy](#); [sbatut@fasken.com](#)  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)  
**Date:** Friday, October 30, 2015 2:03:54 PM  
**Attachments:** [image001.gif](#)

1. Re item 1, you can right in the name of Wayne Baldwin below his signature.
2. Re items 2, 3, 4, 6, 7, 8, we agree that in each case the date of October 30 is to be used, either by using a revised front sheet or crossing out the 29<sup>th</sup> and changing to the 30<sup>th</sup>.
3. GST election form. Will send for resiganture.

**Paul Hildebrand**  
 Associate Counsel  
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 Barristers and Solicitors  
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 604.899.2281 F  
 604.789.3258 C

**From:** [Bissoondatt, Dana](#) [mailto:[DBissoondatt@epcor.com](mailto:DBissoondatt@epcor.com)]  
**Sent:** October-30-15 1:56 PM  
**To:** [Paul Hildebrand](#)  
**Cc:** [Lindsay Parcels](#); [Henebury, Tracy](#); [sbatut@fasken.com](#)  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Paul,

I also received your other documents, however, there are a number of problems with dating, as many of them were changed to Oct 29. This is what we need:

1. Form C Assignment of Lease - we need authorization to insert Wayne Baldwin below his signature.
2. General Conveyance - confirm we will use {slip sheet} clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date
3. Bill of Sale - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date
4. GST Certificate - to be re signed effective October 30, or the 29<sup>th</sup> crossed out and initialed
5. GST Election - we had sent you a revised form with a different signatory. You had originally included Daurell Manning, but our signing officer was John Filford. This will need to be re signed.
6. PST Indemnity - to be re signed effective October 30, or the 29<sup>th</sup> crossed out and initialed
7. Modification of APA - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as

effective date

8. License - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date.

Please confirm and/or send revised pages as noted above.

Additionally, it's possible that I may have missed this in the many emails, but we don't seem to have received the Form A documents.

Finally, please copy Tracy Henebury and Sarah Batut on all emails.

Dana

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** October-30-15 1:49 PM  
**To:** Bissoondatt, Dana  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Dana,

I was just going to attach and send you copies of the following documents signed by White Rock. Unfortunately, there was a glitch in our document retrieval software, so I had to forward you copies of the e-mails attaching them.

The documents you should now have received are:

- Doc 11 – Lease Assignment
- Doc 13 – General Conveyance
- Doc 15 – Assignment of FHA Permits
- Doc 16 – Bill of Sale re Vehicles
- Doc 28 – GST Certificate
- Doc 29 – GST Election Form
- Doc 30 – PST Indemnity
- Doc 35 – Modification Agreement
- Doc 36 – License

Re the other documents:

- Doc 8 – Form C Assignment – This is still out for execution (got missed)
- Doc 9 – Tritech Assignment – I have signed signature pages for when form is settled
- Doc 18 – Statement of Adjustments – I have signed signature pages for when form is settled

**Paul Hildebrand**  
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Vancouver, BC V6B 1R8  
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604.899.2281 F  
604.789.3258 C

---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** October-30-15 12:21 PM  
**To:** Lindsay Parcels; Paul Hildebrand  
**Cc:** sbatut@fasken.com; Henebury, Tracy; Adriane Giberson  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Lindsay, have the land titles documents been submitted as yet?

---

**From:** Lindsay Parcels [mailto:parcels@lidstone.info]  
**Sent:** October-30-15 11:50 AM  
**To:** Bissoondatt, Dana; Paul Hildebrand  
**Cc:** sbatut@fasken.com; Henebury, Tracy; Adriane Giberson  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Thanks Dana. I understand all documents have been signed by the City and we are waiting for their arrival about 11:00 our time. We will forward them as soon as they arrive.

Lindsay A. Parcels  
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LIDSTONE & COMPANY  
Barristers and Solicitors  
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---

**From:** Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]  
**Sent:** Friday, October 30, 2015 9:50 AM  
**To:** Paul Hildebrand; Lindsay Parcels  
**Cc:** sbatut@fasken.com; Henebury, Tracy  
**Subject:** EPCOR - White Rock - Asset Purchase

Paul and Lindsay,

Attached are the following documents related to the above noted transaction, numbered as per our draft closing agenda. These materials are sent to you in accordance with the terms of Sarah Batut's letter of today's date:

- 7 – Form A Transfers;
- 8 – Form C Assignments;
- 11 – Assignment and Assumption re Lease;
- 11 – Assignment and Assumption re Lease - KNV Properties signature included;
- 13 – General Conveyance;
- 14 – Bill of Sale;
- 15 – Assignment of Permits;
- 16 – Bill of Sale (Vehicles);
- 18 – Statement of Adjustments;
- 24 – Vendor’s Certified Resolutions;
- 25 – Vendor’s Officer’s Certificate;
- 27 – Receipt (note that the amount is not filled in pending finalization of the Statement of Adjustments);
- 28 – GST election;
- 35 – Modification of APA;
- 36 – License Agreement re Oxford Street Lands; and
- 39 – Form C re Assignment of Office Lease. As previously advised, the signature of the Head Landlord will be obtained post-closing and provided to you prior to the effective date of the assignment, namely January 1, 2016.

I will forward the signature for item 9, Amending, Assignment and Assumption Agreement with Tritech once we have, as per my separate recent email, your and Tritech’s agreement on the most recent changes.

I also recognize that the Statement of Adjustments has not been definitively settled. I anticipate that we will work this out shortly and we will forward a revised version if applicable.

Please forward to us, in escrow, the documents to be executed by the City.

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

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**From:** [Bissoondatt, Dana](#)  
**To:** [Paul Hildebrand](#)  
**Cc:** [Lindsay Parcels](#); [Henebury, Tracy](#); [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)  
**Date:** Friday, October 30, 2015 2:00:57 PM  
**Attachments:** [image001.gif](#)

---

Please ignore my question about the Form A. Sarah reminded me that the Form A is not countersigned by the Purchaser.

Dana

---

**From:** Bissoondatt, Dana  
**Sent:** October-30-15 2:56 PM  
**To:** 'Paul Hildebrand'  
**Cc:** Lindsay Parcels ([parcels@lidstone.info](mailto:parcels@lidstone.info)); Henebury, Tracy; [sbatut@fasken.com](mailto:sbatut@fasken.com)  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Paul,

I also received your other documents, however, there are a number of problems with dating, as many of them were changed to Oct 29. This is what we need:

1. Form C Assignment of Lease - we need authorization to insert Wayne Baldwin below his signature
2. General Conveyance - confirm we will use (slip sheet) clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date.
3. Bill of Sale - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date
4. GST Certificate - to be re-signed effective October 30, or the 29<sup>th</sup> crossed out and initialled
5. GST Election - we had sent you a revised form with a different signatory. You had originally included Darrell Manning, but our signing officer was John Elford. This will need to be re-signed.
6. PST Indemnity - to be re-signed effective October 30, or the 29<sup>th</sup> crossed out and initialled
7. Modification of APA - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date
8. License - confirm we will use clean first page with October 30<sup>th</sup>, not 29<sup>th</sup>, as effective date

Please confirm and/or send revised pages as noted above.

Additionally, it's possible that I may have missed this in the many emails, but we don't seem to have received the Form A documents

Finally, please copy Tracy Henebury and Sarah Batul on all emails.

Dana

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** October-30-15 1:49 PM  
**To:** Bissoondatt, Dana  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Dana,

I was just going to attach and send you copies of the following documents signed by White Rock. Unfortunately, there was a glitch in our document retrieval software, so I had to forward you copies of the e-mails attaching them.

The documents you should now have received are:

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Doc 13 – General Conveyance  
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Doc 16 – Bill of Sale re Vehicles  
Doc 28 – GST Certificate  
Doc 29 – GST Election Form  
Doc 30 – PST Indemnity  
Doc 35 – Modification Agreement  
Doc 36 – License

Re the other documents.

Doc 8 – Form C Assignment. This is still out for execution (got missed).  
Doc 9 – Trittech Assignment. I have signed signature pages for when form is settled.  
Doc 18 – Statement of Adjustments. I have signed signature pages for when form is settled

**Paul Hildebrand**  
Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]  
**Sent:** October-30-15 12:21 PM  
**To:** Lindsay Parcels; Paul Hildebrand  
**Cc:** [sbatut@fasken.com](mailto:sbatut@fasken.com); Henebury, Tracy; Adriane Giberson  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Lindsay, have the land titles documents been submitted as yet?

**From:** Lindsay Parcels [<mailto:parcells@lidstone.info>]  
**Sent:** October-30-15 11:50 AM  
**To:** Bissoondatt, Dana; Paul Hildebrand  
**Cc:** [sbatut@fasken.com](mailto:sbatut@fasken.com); Henebury, Tracy; Adriane Giberson  
**Subject:** RE: EPCOR - White Rock - Asset Purchase (10175-102)

Thanks Dana. I understand all documents have been signed by the City and we are waiting for their arrival about 11:00 our time. We will forward them as soon as they arrive.

Lindsay A. Parcels  
Barrister & Solicitor  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
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**From:** Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]  
**Sent:** Friday, October 30, 2015 9:50 AM  
**To:** Paul Hildebrand; Lindsay Parcels  
**Cc:** [sbatut@fasken.com](mailto:sbatut@fasken.com); Henebury, Tracy  
**Subject:** EPCOR - White Rock - Asset Purchase

Paul and Lindsay,

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- 11 – Assignment and Assumption re Lease - KNV Properties signature included;
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- 14 – Bill of Sale;
- 15 – Assignment of Permits;
- 16 – Bill of Sale (Vehicles);
- 18 – Statement of Adjustments;
- 24 – Vendor's Certified Resolutions;

- 25 – Vendor’s Officer’s Certificate;
- 27 – Receipt (note that the amount is not filled in pending finalization of the Statement of Adjustments);
- 28 – GST election;
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- 36 – License Agreement re Oxford Street Lands; and
- 39 – Form C re Assignment of Office Lease. As previously advised, the signature of the Head Landlord will be obtained post-closing and provided to you prior to the effective date of the assignment, namely January 1, 2016.

I will forward the signature for item 9, Amending, Assignment and Assumption Agreement with Trittech once we have, as per my separate recent email, your and Trittech’s agreement on the most recent changes.

I also recognize that the Statement of Adjustments has not been definitively settled. I anticipate that we will work this out shortly and we will forward a revised version if applicable.

Please forward to us, in escrow, the documents to be executed by the City.

Dana

cid:164514113@28092011-1866



**Dana Bissoondatt**  
Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.  
2000 – 10423 101 Street NW  
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**From:** [Henebury, Tracy](#)  
**To:** [Paul Hildebrand](#); [Lindsay Parcells](#)  
**Cc:** [Bissoondatt, Dana](#)  
**Subject:** RE: White Rock - Outstanding Items  
**Date:** Friday, November 06, 2015 11:28:02 AM  
**Attachments:** [image001.gif](#)  
[9a - Trittech Amending Assignment and Assumption Agreement \(with Trittech consent\).docx](#)  
[30 - PST Indemnity.docx](#)  
[GST Certificate v 2, Oct 19 2015 \(00341104xBCD32\).pdf](#)  
[Certified Resolution by council, Oct 26 2015 \(00340669xBCD32\).pdf](#)

---

Hi Paul,

We note the following documents which have outstanding issues:

1. Document 9 – Assignment and Assumption re: Trittech – We just need the correct signature page from the City. Your below comment indicated that it was attached previously but there was no attachment on your prior email.
2. Document 28 – GST Certificate - This document should be dated October 30, 2015
3. Document 30 – PST Indemnity Agreement – This document should be dated October 30, 2015
4. Document 32 – Certified copy of the resolutions of the Council of the Purchaser – We would like the closing date added to the certification on this document.

I have attached the most recent version of these documents for your reference.

Please let me know if you have any questions or concerns.

Thank-you,



Tracy Henebury  
Legal Counsel  
Phone: (780) 412-3671  
[thenebury@epcor.com](mailto:thenebury@epcor.com)

**From:** Paul Hildebrand [<mailto:hildebrand@lidstone.info>]  
**Sent:** November-05-15 2:53 PM  
**To:** Henebury, Tracy; Lindsay Parcells  
**Cc:** Bissoondatt, Dana  
**Subject:** RE: White Rock - Outstanding Items

Responses below

This is the first time you have advised that you were planning to exchange signed originals. When/how did you intend to do that?

Paul Hildebrand

Associate Counsel  
LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 - Sun Tower  
128 Pender Street West  
Vancouver, BC V6B 1R8  
604.899.2269 P  
604.899.2281 F  
604.789.3258 C

**From:** Henebury, Tracy [mailto:THenebury@epcor.com]  
**Sent:** November-05-15 11:19 AM  
**To:** Paul Hildebrand; Lindsay Parcells  
**Cc:** Bissoondatt, Dana  
**Subject:** White Rock - Outstanding Items

Hi Paul and Lindsay,

Can you please advise with respect to the below questions related to the White Rock sale:

1. Document 9 – Assignment and Assumption Agreement re: Trittech, we note that the incorrect signature page was provided by the City. Given that we obtained Trittech's consent the signature page for this document should have a signature line for Trittech. I have attached the Agreement signed by the City as well as by EPCOR. Can you please forward us the correct signed signature page and confirm that we may replace the previous signature page provided? ATTACHED
2. Document 11 – Can you please confirm that we may use a clean first page with October 30<sup>th</sup> not 29<sup>th</sup>, as the effective date? AGREED
3. Documents 28 and 30 – Can you please confirm that when you provide the signed originals they will be dated effective October 30<sup>th</sup> or will have the 29<sup>th</sup> crossed out and initialed? WILL DO.
4. Document 32 – Can you please provide us with a copy with the closing date added to the certification? This was requested on October 29, 2015 in Dana's attached email.
5. Can you please advise as to the status of the release of the LOC?

Please let me know if you have any questions or concerns.

Thank-you,



Tracy Henebury  
Legal Counsel

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Legal Services, 28th Floor  
2000 – 10423 101 Street NW



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THIS AMENDING, ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective the 30<sup>th</sup> day of October, 2015.

BETWEEN:

**EPCOR WHITE ROCK WATER INC.**, a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the "Assignor")

AND:

**CITY OF WHITE ROCK**, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the "Assignee")

AND:

**TRITECH GROUP LTD**, a company validly subsisting under the laws of British Columbia and having its head office at 5413 – 271 Street, Langley BC V4W 3Y7

("Tritech")

WHEREAS:

- A. The Assignor and Tritech entered into a Good and Services Contract bearing Agreement Number 674421 dated September 12, 2014 (the "**Assigned Contract**").
- B. The Assignor and the Assignee are parties to an Asset Purchase Agreement dated the 28<sup>th</sup> day of August, 2015 (the "**Purchase Agreement**") pertaining to the purchase and sale of certain utility assets of the Assignor.
- C. The Assignor, in accordance with the terms and conditions of the Purchase Agreement, has agreed to sell and assign to the Assignee, effective as of October 30, 2015 (the "**Closing Date**"), the full benefit of the Assigned Contract and any related holdback funds, including, without limitation, any builders' lien holdbacks or deficiency holdbacks (the "**Holdbacks**").
- D. The parties to this Amending, Assignment and Assumption Agreement are agreeable to the assignment of the Assigned Contract and the Holdbacks as well as certain amendments to the Assigned Contract.

NOW THEREFORE THIS AMENDING ASSIGNMENT AND ASSUMPTION AGREEMENT WITNESSETH THAT in consideration of the premises and the agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties do hereby agree as follows:

ARTICLE 1  
AMENDMENTS AND CONFIRMATIONS

Amendment

- 1.01 The parties agree that the Assigned Contract is amended as follows:
- (a) The Work Schedule is amended such that the date for Substantial Performance is December 15, 2015.
- 1.02 The parties confirm that:
- (a) the total Contract Price is equal to the original price of \$3,512,676, plus \$109,673.42 pursuant to Change Order 1, for a total of \$3,622,349.42; and
  - (b) the amount of the Contract Price left to completion is \$283,968.

ARTICLE 2  
ASSIGNMENT

Assignment

- 2.01 The Assignor does hereby absolutely, irrevocably and unconditionally assign, grant, transfer and set over to the Assignee, from the Closing Date, all of the Assignor's estate, right, title, interest, claim and demand whatsoever, both at law and in equity, in and to the Assigned Contract and the Holdbacks, with full power and authority for the Assignee to use the name of the Assignor in enforcing the performance of all covenants and other matters and things contained in the Assigned Contract or related to the Holdbacks. The estate, right, title, interest, claim and demand hereby assigned includes (without restricting the generality of the foregoing):
- (a) all claims for damages for breach by Tritech of any of the terms or conditions of the Assigned Contract, and all warranties and indemnity provisions contained therein;
  - (b) any right to terminate the Assigned Contract; and
  - (c) the right of the Assignor to perform the Assigned Contract and to compel performance of the terms thereof.

Covenant of the Assignee

- 2.02 The Assignee will, from the Closing Date and throughout the residue of the term of the Assigned Contract, be bound by and observe and perform all covenants, terms, conditions and other provisions set forth in the Assigned Contract, including any obligations pursuant to the

*Builders Lien Act*, to be observed and performed by the Assignor therein. The Assignee shall be liable to the Assignor for and shall indemnify and save harmless the Assignor of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with any breach or non-observance, after the Closing Date, by the Assignee of the obligations hereby assumed under the Assigned Contract or the *Builders Lien Act*.

#### Acceptance of Assignment

2.03 The Assignee hereby accepts the assignment of the Assigned Contract and the Holdbacks in its favour herein contained.

#### Covenant of Assignor

2.04 The Assignor shall be liable to the Assignee for and shall indemnify and save harmless the Assignee of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignee or which the Assignee may sustain, pay or incur as a result of or in connection with any breach or non-observance, on or prior to the Closing Date, by the Assignor of its obligations under the Assigned Contract.

#### Non-Assignable Contracts

2.05 If the estate, right, title, interest and claim of the Assignor in and to the Assigned Contract or the Holdbacks (collectively, the "**Interests**") are not assignable to the Assignee (because the Interests are by their terms personal to the Assignor or because the assignment thereof is conditional upon the approval of any other party thereto and such approval has not been obtained as at the Closing Date or because the remedies for enforcement thereof would not pass to the Assignee as an incident of the same), then the Assignor shall hold the Interests in trust (to the extent not illegal or prohibited by the other party thereto) for the Assignee and perform the rights in respect of such Interests in its name and at the expense of the Assignee, and the benefits and all liabilities and burdens derived thereunder shall be for the account of the Assignee; provided that, where the assignment of such Interests is conditional upon the approval of some other party thereto, such trusts shall terminate and the assignment to the Assignee of the Interests shall become effective immediately upon obtaining the aforementioned approval.

#### Holdbacks

2.06 The Assignee agrees that it will be responsible to pay all applicable Sales Taxes or GST payable in connection with the Holdbacks.

2.07 The Assignee will, from the Closing Date and throughout the residue of the term of the Assigned Contract, assume all covenants, agreements, obligations and liabilities in relation to the Holdbacks whether under the Assigned Contract or the *Builders Lien Act*. The Assignee

shall be liable to the Assignor for and shall indemnify and save harmless the Assignor of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with the Holdbacks, except to the extent caused by the Assignor's own wrongdoing.

Tritech's Agreements

2.08 Tritech hereby:

- (a) agrees that the Assignor is released and discharged from, and the Assignee assumes, all covenants, agreements, obligations and liabilities under the Assigned Contract and the *Builders Lien Act* with respect thereto and in relation to the Holdbacks, effective as of the Closing Date;
- (b) confirms that the amount of the Holdbacks should be \$258,258.14 as of the Closing Date based upon the portion of the contract price that has been paid by the Assignor to Tritech up to and including the Closing Date pursuant to the terms of the Assigned Contract and confirms that there are no outstanding invoices that are due and payable prior to the Closing Date; and
- (c) consents to and authorizes the Assignor to transfer the Holdbacks to the Assignee and upon such transfer, the Assignor is released from its obligations with respect to the Holdbacks pursuant to the Assigned Contract and the *Builders Lien Act*.

ARTICLE 3  
GENERAL PROVISIONS

Time

3.01 Time shall be of the essence of this Amending, Assignment and Assumption Agreement.

Amendment

3.02 This Amending, Assignment and Assumption Agreement may only be amended by an agreement in writing signed by all of the parties hereto.

Entire Agreement

3.03 This Amending, Assignment and Assumption Agreement sets forth the entire agreement of the parties respecting the assignment and assumption of the Assigned Contract and merges all prior discussions between them, subject to, as between the Assignor and the Assignee only, the terms of the Purchase Agreement. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Amending, Assignment and Assumption Agreement, except as provided for herein and in the Assigned

Contract, and, as between the Assignor and the Assignee only, as is expressly provided for herein and in the Purchase Agreement.

#### No Merger

3.04 The execution and delivery of this Amending, Assignment and Assumption Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of the parties contained in the Assigned Contract or the Purchase Agreement, all of which shall survive the completion of the transactions contemplated therein in the manner provided in the Assigned Contract or the Purchase Agreement, respectively.

#### Further Assurances

3.05 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Amending, Assignment and Assumption Agreement in accordance with their true intent. In addition, each party will conduct itself in relation to this Amending, Assignment and Assumption Agreement, and exercise its rights under this Amending, Assignment and Assumption Agreement, in good faith and in a commercially reasonable manner.

#### Conflict

3.06 As between the Assignor and Assignee, if there is any conflict between the provisions of this Assignment and Assumption Agreement and the Purchase Agreement, then the provisions of the Purchase Agreement, to the extent of such conflict, shall prevail over the provisions of this Assignment and Assumption Agreement.

#### Governing Law

3.07 This Amending, Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

#### Enurement

3.08 This Amending, Assignment and Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.

#### Ratification

3.09 This Amending, Assignment and Assumption Agreement will be read and construed together with the Assigned Contract, and the Assigned Contract, as modified by this Amending, Assignment and Assumption Agreement will continue in full force and effect in accordance with the conditions thereof and hereof. The parties confirm and ratify the Assigned Contract, as amended by this Amending, Assignment and Assumption Agreement.

Counterparts, etc.

3.10 This Amending, Assignment and Assumption Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Amending, Assignment and Assumption Agreement is as effective as delivery of an originally executed counterpart of this Amending, Assignment and Assumption Agreement. Any party delivering an executed counterpart of this Amending, Assignment and Assumption Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Amending, Assignment and Assumption Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Amending, Assignment and Assumption Agreement.

**[Remainder of page intentionally left blank. Signature page to follow.]**

IN WITNESS WHEREOF the parties hereto have executed this Amending, Assignment and Assumption Agreement on the day and year first above written.

EPCOR WHITE ROCK WATER INC.

Per:

\_\_\_\_\_  
Authorized signatory

Print name:

Position:

CITY OF WHITE ROCK

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

TRITECH GROUP LTD.

Per:

\_\_\_\_\_  
Authorized signatory

Print name:

Position: