



August 26, 2011

Biodiversity Research Centre and Zoology Department
University of British Columbia
6270 University Blvd
Vancouver, B.C.
V6T 1Z4

Attention: Dolph Schluter

Dear Sir:

Re: Enos Lake, Nanoose Bay B.C.

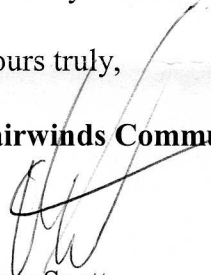
Fairwinds is the fee simple owner of the Enos Lake bed and surrounding lands. We currently allow access to individual members of the public to use trails on the lands for walking and hiking. However, due to the higher associated liability, we do not allow public use of the Lake. Recent unauthorized use of the Lake has highlighted this as a concern.

In the past, we have granted Lake access to your group for biological research purposes. We are writing to inform you that future Lake access will require our prior written authorization. The process for this is to complete and return to us the attached Enos Lake Access Licence Application form. Completed forms can be e-mailed to dscott@fairwinds.ca or alternately faxed to 250-468-9840. Please note that licence approval must be obtained for each individual prior to accessing the Lake, and must be renewed by us annually.

Should you have any questions whatsoever, please do not hesitate to contact me.

Yours truly,

Fairwinds Community and Resort



Dave Scott
Development Manager

ENOS LAKE ACCESS LICENCE APPLICATION

APPLICANT: Dolph Schluter
[print full legal name and home address]

The Applicant is representing: University of British Columbia (the "**Organization**")
[name of university or organization]

OWNER: Fairwinds Real Estate Management Inc., agent of the owner, 3536696 Canada Inc.

LICENCE LOCATION: Enos Lake and all surrounding and nearby lands owned by the Owner or its affiliates in the Fairwinds Community and Resort, Nanoose Bay, British Columbia (collectively, the "**Lake Area**").

LICENCE PERIOD: The Licence shall be for one year from _____, 20__ to _____, 20__.
The Owner reserves the right to revoke this Licence at any time, for any reason and without notice or compensation.

APPLICATION AND LICENCE: The Applicant requests that the Owner permit the Applicant to enter onto the Lake Area for the Licence Purposes listed on page 2 of this Application and for no other purposes. If the Owner approves of the Licence Purposes and signs and returns this Application, then the Applicant will have the licence (the "**Licence**") to enter onto the Lake Area for the Licence Period. Otherwise, the Applicant will have no right to enter onto the Lake Area.

RISK AND INSURANCE: The Applicant will enter onto the Lake Area entirely at the Applicant's own risk and the Applicant must ensure that they or the Organization carry liability insurance that will cover the Applicant's activities on the Lake Area, whether permitted or not.

RESEARCH PAPERS: The Applicant must provide to the Owner any reports, papers, articles, abstracts or studies which include any data or information obtained from the Lake Area ("**Reports**"). Prior to entering onto the Lake Area, the Applicant must ensure that the Organization (and any other applicable institution) will permit such disclosure.

LEAVE THE LAKE AREA AS YOU FOUND IT: The Applicant must, whenever leaving the Lake Area, whether during or at the end of the Licence Period, promptly remove any equipment brought onto the Lake Area and ensure that all property is left in its original state, unharmed in any way, free from any debris, equipment or litter.

LICENCE IS FOR THE APPLICANT ONLY: This Licence is for the Applicant only and does not include permission for any other person to enter onto the Lake Area.

INDEMNITY: In consideration of the Owner granting the Licence, the Applicant does hereby indemnify, release and save the Owner (including its directors, officers, agents, employees and affiliates) harmless of and from any and all losses, damages, costs, expenses, liabilities, actions, claims and demands (in each case, whether of or by the Applicant or any third parties), *including those relating to death, personal injury or damage to property* and including all related legal fees and costs, arising in any way, directly or indirectly, out of: (a) the Applicant's presence, acts, or omissions within the Lake Area, whether permitted by the Owner or not, including, without limitation, the Licence Purposes, walking, swimming, travelling by boat or other flotation device or any other activity whatsoever; (b) the negligence of the Owner or its directors, officers, agents, employees and affiliates; or (c) this Licence (collectively, the "**Liabilities**").

OWNER NOT LIABLE: The Applicant understands and agrees that the Owner (including its directors, officers, agents, employees and affiliates) will not, under any circumstances, be liable or responsible in any way for any of the Liabilities.

APPLICANT MUST SIGN IN: Prior to each visit to the Lake Area, the Applicant must sign in with the Owner's Development Manager at the Fairwinds Administration Office located at 3455 Fairwinds Drive and arrange for the access gate to be unlocked.

APPLICANT'S ACKNOWLEDGEMENT: The Applicant represents that he/she has carefully read this Application and Licence before signing it, has obtained legal advice about its terms OR has refused the opportunity to obtain such advice, knows and understands the terms, and sign this Application and Licence as his/her own free act and will.

Dated: _____, 20__.

SIGNED, SEALED AND DELIVERED by the Applicant: _____

Signature of witness: _____

Name of witness: _____

OWNER'S APPROVAL: The Owner has approved of the Licence Purposes and hereby grants the Licence to the Applicant for the Licence Purposes, for the Licence Period and otherwise on the terms and conditions in this document.

CONTINUED EFFECT: This Licence will enure to the benefit of and be binding upon parties hereto and their respective administrators, successors, permitted assigns and legal representatives.

Date of approval: _____, 20____.

FAIRWINDS REAL ESTATE MANAGEMENT INC.

Per:

Authorized Signatory

LICENCE PURPOSES

The following are the proposed Licence Purposes for approval by the Owner:
