

513999 B.C. Ltd.
(the “Management Company”)

CLUB MARA RESORT

**Assumption of Liability Agreement for
Modifications to Sites**

1) I/we, _____, an owner/owners (the “**Owner**”) of an undivided interest in Parcel A of Lot 4, Sec 22 Twp 20 Range 8 W6M KDYD Plan 1471 and in Lot 4 Sec 22 Range 8 W6M KDYD Plan 1471 Except (1) Parcel A (DDC10573F) (2) Plan H809 (the “**Lands Interest**”), and a party to a Purchase and Sale Agreement for the purchase of the Lands Interest, and Co-Ownership Agreement and Shareholder Agreement with the Management Company (collectively, the “**Agreements**”), which Agreements give the Owner exclusive use of **Site #**____ on the Lands known as **Club Mara Resort** (the “**Site**”), in consideration for the Board of the Management Company’s approval of an alteration to our Site, do hereby agree to the following terms and conditions:

2) I/we request that the Board approve the following proposed alteration:

*[describe the proposed alteration] (the “**Works**”).*

[Use additional paper if required. Attach any drawings or specifications]

3) I/we agree that the Board of Directors of the Management Company (the “**Board**”) has the right to approve, reject, or require amendments to the Works at its sole discretion.

4) If the Works are approved by the Board, I/we agree that all work will be done in accordance with the applicable municipal and provincial building codes.

5) I/we understand that the Works are not covered by the Management Company’s insurance policies, and I/we warrant and represent to the Board that the Works are covered under my/our homeowners’/site insurance policy.

6) I/we are liable for all costs connected to the Works, and I/we will maintain and repair the Works.

7) I/we agree that if the Works are not maintained or properly repaired, then the Management Company may repair, maintain, or remove the Works, at its discretion, and all costs incurred by the Management Company to repair, maintain, or remove the Works will be charged to the Owner.

8) I/we agree to indemnify and save harmless the Board of the Management Company, the Management Company, its employees and contractors and the other owners of undivided interests in Parcel A of Lot 4,

Sec 22 Twp 20 Range 8 W6M KDYD Plan 1471 and in Lot 4 Sec 22 Range 8 W6M KDYD Plan 1471 Except (1) Parcel A (DDC10573F) (2) Plan H809 (collectively, the “**Indemnified Parties**”) from and against any and all costs (including, without limitation, all legal costs on a solicitor and client basis, and the costs of all other professionals whose services are required), damage, loss, claims, demands, actions, proceedings, or liability resulting from, in any way relating to, or by reason of, either directly or indirectly, the installation, removal, maintenance or failure to maintain or repair, and/or replacement of the Works.

- 9) If I/we sell our Lands Interest, we will notify all prospective purchaser(s) that the Works are subject to the terms of this agreement and will include in any contract for the purchase and sale of the Lands Interest a clause providing that the sale is subject to the purchaser entering into an agreement with the Management Company to assume liability for the Works and indemnify and save harmless the Indemnified Parties on the terms set out in this agreement.
- 10) Should the Owner at any time comprise two or more persons, each of them shall be jointly and severally bound with the other or others for the due performance of the obligations, covenants and agreements of the Owner of the Lands Interest hereunder.

513999 B.C. LTD. by its
Authorized Signatory

Per: _____
Authorized Signatory

[Notes to signature blocks: The witness may be a member of the Board. If the owner is a company, the agreement must be signed by an authorized representative of the company.]

_____)	
)	
Witness)	Owner
)	
Print Name: _____)	Print Name: _____
)	
Occupation: _____)	
)	
Address: _____)	
_____)	
)	
Tel. No.: _____)	
)	

_____)	
)	
Witness)	Owner
)	
Print Name: _____)	Print Name: _____
)	
Occupation: _____)	
)	
Address: _____)	
_____)	
)	
Tel. No.: _____)	
)	
