

STATUTORY COVENANT AGREEMENT
pursuant to *Land Titles Act*, 2015 section 112.01

DATED for reference August 7, 2025

BETWEEN

Northern Community Land Trust Society, as represented by its President and its Treasurer
(the “**Covenantor**”)

AND

The Government of Yukon, by its statutory agent, the Yukon Housing Corporation, as represented by the Minister responsible for the Yukon Housing Corporation
(the “**Covenantee**”)

WHEREAS:

- A. The Covenantor is the registered owner of:

Parcel #100105276; or
Lot 1096, Whistle Bend Subdivision, Whitehorse, YT, Plan 100043008 (the
“**Land**”)

Subject to the following encumbrances:

Interest Register #: 100248533

Interest Register #: 100248544

Interest Register #: 100252886

Interest Register #: 100252897

- B. The Covenantor received the Land from the Covenantee on the condition that the Land be used to provide permanently affordable housing.
- C. Pursuant to the *Housing Corporation Act*, the Covenantee is a statutory agent of the Government of Yukon.
- D. The Covenantor intends to create, on the Land, a condominium corporation under the *Condominium Act* and to sell condominium units (the “**Units**”) to Yukon residents as permanently affordable ownership housing.
- E. The Covenantor and the Covenantee agree that the Land, all of the Units, and all future

owners of the Land or the Units or any portion of them, will be bound by this Statutory Covenant.

NOW THEREFORE, in consideration of the promises and covenants made herein, which serve as good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Covenantor, the Covenantor covenants with the Covenantee to observe and comply with the following restrictions, the burden of which shall run with the Land from the date that the Covenantor executes this Statutory Covenant Agreement.

1. In this Statutory Covenant Agreement:

- (a) **"Owner"** means the original Covenantor and any future owner of a freehold or leasehold interest in the Land or any portion of the Land including any Unit, excepting a Cosigner; and
- (b) **"Cosigner"** means a person who agrees to share liability with an Owner under a mortgage loan necessary to finance the Owner's purchase of a Unit, and who is required by the mortgagee to be shown on title as a registered owner of the Unit. A Cosigner need not be an Eligible Purchaser, shall have no right or obligation to reside in the Unit, shall be subject to the Option Agreement, and shall, if they become sole owner of a unit, immediately offer that unit for sale at the Re-sale price set out in Appendix A, attached.

- 2. The Land shall not be used for any purpose other than permanently affordable housing as set out in the attached Appendix A ("**Appendix A**"), which appendix forms a part of, and is incorporated into, this Statutory Covenant Agreement.
- 3. The Covenantee shall permanently have First Option to purchase the Land or any portion of it from subsequent owners as set out in the Option Agreement attached as Appendix B ("**Appendix B**").
- 4. A copy of this Statutory Covenant Agreement shall be attached to, and form part of, every contract by which any Owner contracts to sell any freehold or leasehold interest in the Land or any portion of the Land, including any Unit.
- 5. This Statutory Covenant shall survive division of the Land into the Units and the parties intend that every Unit so created, including any lease of any Unit, will be subject to the Statutory Covenant.
- 6. Every Owner shall be bound by this Statutory Covenant.
- 7. The Covenantor acknowledges that:

- (a) it received the Land, and funding for development of the Land, from the Covenantee on the condition that the Land be used for permanently affordable housing;
 - (b) the Covenantee's contributions of Land and funding benefit the Covenantor and future Owners;
 - (c) the Covenantee would not have provided the Land or funding for development of the Land without the Covenantor committing to provide permanently affordable housing, as recorded in this Statutory Covenant;
 - (d) the Covenantee is relying on this Statutory Covenant and the attached Option Agreement to secure the Covenantor's commitment to use the Land for permanently affordable ownership housing, by the Covenantor and by all future Owners;
 - (e) the Covenantee represents the public interest in maintaining permanently affordable housing in Yukon and accordingly, in enforcement of this Statutory Covenant.
8. This Agreement shall not be surrendered or extinguished from title to the Land or any part of it without the prior written consent of the Covenantee.
9. The restrictions in this Statutory Covenant shall be binding on and enure to the benefit of:
- (a) the original Covenantor and Covenantee;
 - (b) the successors and assigns of the original Covenantor and Covenantee; and
 - (c) every future Owner, (collectively the "**Beneficiaries**").
10. The Covenantee and any other Beneficiary shall have standing to take legal action to enforce the terms of this Statutory Covenant, and shall be entitled to specific performance, and not be limited to monetary damages, as a remedy for any breach of this Statutory Covenant by the Covenantor, whether original or successor, by any Owner, by any other Beneficiary or by a third party.
11. The address of the Covenantee is:
- Government of Yukon
c/o Yukon Housing Corporation
410 Jarvis Street
Whitehorse, Yukon Y1A 2H5
12. The terms of the Option Agreement attached as Appendix B may be amended to correct errors and omissions, at the sole discretion of the Covenantee. If the Covenantee makes any such correction(s), it will promptly provide all current Owners and the original Covenantor with a

copy of the amended Appendix B.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates indicated below.

Northern Community Land Trust Society as Covenantor

Per:


Signature of Authorized Signatory

Name: Laird Herbert

Title: President

Date: August 7, 2025


Signature of 2nd Authorized Signatory

Tyler Heal

Treasurer

August 7, 2025

Government of Yukon as represented by Yukon
Housing Corporation as Covenantee




Per:


Signature of Authorized Signatory

Name:

Title:

Date:

APPENDIX A

1. Definitions.

- (a) **“Affordable Housing Provider”** means a not-for-profit organization, including a government or government entity, including a statutory agent of a government, purchasing or owning a Unit or Units to provide Affordable Rental Housing to individuals who are not in a position to purchase homes for themselves.
- (b) **“Affordable Rental Housing”** means rental housing priced less than median market rent for comparable housing in the Whitehorse area, as ascertained by the Yukon Bureau of Statistics at the applicable time.
- (c) **“Eligible Purchaser”** means a person(s) whose annual household income is eighty (80%) percent of the Whitehorse median household income or less, and whose family assets, adjusted for inflation from 2024, at the time of purchase are, for a one (1) bedroom (economy) unit, less than one-hundred-thousand (\$100,000) dollars, for a one (1) bedroom unit, less than one-hundred-twenty-five-thousand (\$125,000) dollars, for a two (2) bedroom unit, less than one-hundred-fifty-thousand (\$150,000) dollars, and for a three (3) bedroom unit, less than two-hundred-thousand (\$200,000) dollars.
- (d) **“Permanently affordable ownership housing”** as it pertains to the Land and the Units means housing which is:
 - i. owner-occupied with limited exceptions;
 - ii. priced below average in its community; and
 - iii. price-sheltered from market forces through re-sale price restrictions.
- (e) **“Resident”** means an Owner other than the original Covenantor, the Covenantee or an Affordable Housing Provider.

2. Transfer other than by a Resident – The Covenantor, the Covenantee, or any other Owner who is not a Resident or the mortgagee of a Resident, may sell or lease the Land or any part of it, including a Unit, only to an Eligible Purchaser or to an Affordable Housing Provider.

3. Transfer by a Resident – A Resident may transfer title to the Unit, including by way of Will or other estate process, only to:

- (a) an Eligible Purchaser, as determined by screening by or on behalf of the Covenantee;
- (b) the Resident’s spouse, including a common law spouse, or the Resident’s child(ren) or grandchild(ren), if the Unit had been the transferee(s)’ principal residence for at least one (1) year immediately prior to the date of transfer, or at

the date of death in the case of a transfer by estate process;

- (c) if there is more than one owner of a Unit, the other owner or any of the other owners of the Unit;
- (d) the original Covenantor or its successor or its nominee;
- (e) the original Covenantee or its successor or its nominee; or
- (f) an Affordable Housing Provider.

4. Form of Ownership

- (a) Ownership of a Unit can be held only by a single person or as joint tenants, or, in the case of a Cosigner only, as tenants in common.
- (b) For clarity, a Unit cannot be owned by, or transferred to, tenants in common, except in the case of a Cosigner.

5. Re-Sale Price Restriction - After the first sale of any Unit by the original Covenantor, an Owner may sell the Unit for an amount no higher than:

- (a) the original price for which the Unit was sold by the Covenantor, increased by no more than one-hundred-ten (110%) percent of inflation, as measured by the Consumer Price Index for Whitehorse, since the date of the original sale of the Unit by the Covenantor;
 - (b) plus, if applicable, the value of any improvements made to the Unit since the date of the original sale by the Covenantor;
- or
- (c) in the circumstances of a mortgage foreclosure, the total of the indebtedness under such mortgage, plus costs which Canada Mortgage and Housing Corporation or other insurer of the mortgage would recognize as eligible expenses, plus all reasonable costs of sale, if such total is higher than the sum of the amounts under paragraphs (a) and (b).

6. Transfer Fee - The Covenantee, or its agent, may, at the option of the Covenantee, or its agent, charge a Transfer Fee to each acquiring purchaser subsequent to the initial purchase from the Covenantor, including a Nominee, but excluding a transferee under 3(b) or 3(c) or a Cosigner, in an amount not to exceed two-and-one-half (2.5%) percent of the Re-sale Price.

7. Restrictions on Rental of Units

- (a) Except as provided for in paragraph (b), a Resident shall not rent out their Unit, except for a period or periods totalling no more than three (3) months in any

calendar year and no more than four (4) months in any two (2) consecutive calendar years.

- (b) With the written consent of the Covenantee, a Resident who is temporarily absent for purposes of post-secondary education, health, or compassionate reason, as assessed by the Covenantee, may rent out their unit during their absence so long as the Unit continues to be the Resident's principal residence.
- (c) Any rental under paragraph (a) or (b) must be approved in advance by the Covenantee and the rent charged shall not exceed the median market rent in the Whitehorse area for comparable housing rented long-term, as determined by the Yukon Bureau of Statistics at the applicable time.
- (d) An Affordable Housing Provider may rent out a Unit owned by the Affordable Housing Provider as Affordable Rental Housing.

8. Residency

- (a) A Resident must occupy their Unit as their principal residence. A Resident who does not occupy their Unit as their principal residence, or who ceases to do so, shall make their Unit available for purchase immediately and the terms of the Option Agreement attached as Appendix B apply.
- (b) A Resident, if and as requested by the Covenantee, but not more often than once each calendar year, will certify to the Covenantee that the Resident is occupying their Unit as their principal residence, or alternatively inform the Covenantee if the Resident is not occupying their Unit as their principal residence.
- (c) If at any time the Original Covenantor, or their agent or successor, is the Owner of a Unit, they shall make best efforts to sell the Unit to an Eligible Purchaser. The Covenantor may sell a Unit to an Affordable Housing Provider only if unable to sell the Unit to an Eligible Purchaser.

Appendix B

OPTION AGREEMENT

Dated for reference _____, 20__

Between

_____ (the "Option Grantor")
(Insert Purchaser Name)

a resident of _____, Yukon

and

Northern Community Land Trust Society ("NCLTS"), a society registered and operating under the Yukon *Societies Act*, as represented by _____ and

_____ and

The Government of Yukon ("GY"), the option grantee, by its statutory agent, the Yukon Housing Corporation ("YHC"), as represented by the Minister responsible for the Yukon Housing Corporation

Recitals

WHEREAS:

A. The objectives of NCLTS are:

1. to develop and steward land for permanently affordable housing in Yukon communities;
2. to provide access to home ownership or stability of tenure for those who might otherwise not have access to it;
3. to provide education about Community Land Trusts and good practices in planning, design, construction, and operation of housing; and
4. to make homes available to people who share these values.

- B. In furtherance of its objectives, NCLTS has constructed a residential condominium project ("**Project 1096**") on land formerly described as Parcel #100105276; or Lot 1096, Whistle Bend Subdivision, Whitehorse, YT, Plan 100043008 and located at 84 Rampart Avenue (the "**Land**").
- C. The Land and funding were provided by GY and YHC to NCLTS on the condition that the Land be used for permanently affordable housing.
- D. The Option Grantor is or will become the registered owner of a condominium unit in Project 1096 (the "**Unit**"), subject to the encumbrances, liens, estates or interests notified by memorandum endorsed on the certificate of title thereto.
- E. The Option Grantor has agreed to enter into this Option Agreement to allow YHC or its assignee, the opportunity in certain circumstances and from time to time, to purchase the Unit from the Option Grantor.
- F. This Option Agreement contains, and is intended to be, a mechanism to enforce resale price restrictions consistent with the objective of providing permanently affordable ownership housing in Yukon.

The parties, intending to be legally bound, agree as follows:

1. Definitions. The following terms used in this Option Agreement shall have the meanings set out below.
 - (a) "CMHC" means Canada Mortgage and Housing Corporation or its successor corporation.
 - (b) "Communication" has the meaning given to it in section 12.
 - (c) "CPI" means the all-items Consumer Price Index for Whitehorse as published by the Yukon Bureau of Statistics, subject to section 3.
 - (d) "Eligible Purchaser" means a person(s) whose annual household income is eighty (80%) percent of the Whitehorse median household income or less, and whose family assets, adjusted for inflation from 2024, at the time of purchase are, for a one (1) bedroom (economy) unit, less than one-hundred-thousand (\$100,000) dollars, for a one (1) bedroom unit, less than one-hundred-twenty-five-thousand (\$125,000) dollars, for a two (2) bedroom unit, less than one-hundred-fifty-thousand (\$150,000) dollars, and for a three (3) bedroom unit, less than two-hundred-thousand (\$200,000) dollars.
 - (e) "Enforcement Costs" has the meaning given to it in section 11.
 - (f) "Improvements" has the meaning given to it in section 4.
 - (g) "Index Factor" means, subject to section 3, one-hundred-ten (110%) percent of inflation as measured by the CPI since the date of the original sale of the Unit by NCLTS. The determination of the Index Factor shall be made by YHC, acting reasonably, and such determination shall be binding on the parties hereto.
 - (h) "Mortgage" means a mortgage of the Unit.

- (i) "Mortgage Indebtedness" means the aggregate amount of principal, interest, costs and other charges owing from time to time under a Mortgage.
- (j) "Mortgagee" means a bank, financial institution or other lender holding a mortgage over the Unit and includes a mortgage loan insurer.
- (k) "NCLTS" means Northern Community Land Trust Society and its successors and assigns.
- (l) "Nominee" means an Eligible Purchaser to whom is assigned, for a particular purchase and sale transaction, the benefits and obligations of an agreement of purchase and sale resulting from exercise of the Option to Purchase.
- (m) "Notice Date" means the date that an Option Grantor's Notice has been delivered to both YHC and NCLTS.
- (n) "Option" or "Option to Purchase" means the option to purchase created by this Option Agreement, in particular by section 2.
- (o) "Option Exerciser" has the meaning given to it in section 2(a).
- (p) "Option Grantor" means the Option Grantor named as a party to this Agreement and their heirs, executors, administrators and Permitted Transferee, permitted assignees and any other successor in title to the Unit.
- (q) "Option Grantor's Notice" has the meaning given to it in section 5(b).
- (r) "Option Period" means the 40 day period following the Notice Date.
- (s) "Original Purchase Date" means the date that the first Option Grantor obtained title to the Unit from NCLTS. This date is _____.
- (t) "Original Purchase Price" means _____.
- (u) "Parties" means the Option Grantor, NCLTS and YHC.
- (v) "Permitted Transfer" means a non-arms' length Transfer to a Permitted Transferee, including by way of Will or other estate process, in accordance with section 5(a).
- (w) "Permitted Transferee" means:
 - (i) a spouse, including a common law spouse, child(ren) or grandchild(ren) of an Option Grantor, if the Unit was the transferee(s)' principal residence for at least one (1) year immediately prior to the date of transfer, or at the date of death in the case of a transfer by estate process; and
 - (ii) if there is more than one owner of a Unit, the other owner or any of the other owners of the Unit, excluding an owner who is a Cosigner as that term is defined in the Statutory Covenant to which this Appendix is attached.
- (x) "Project 1096" means Whitehorse Condominium Corporation #_____.
- (y) "Prospective Purchaser" means an individual who may wish to purchase the Unit and who may or may not have been verified to be an Eligible Purchaser.
- (z) "Re-sale Price" means, subject to sections 3 and 4:
 - (i) excepting for a Permitted Transfer, the Original Purchase Price increased, but not decreased, by the Index Factor for the time period between the Original Purchase Date and the date on which the current owner makes the Unit available for sale.

- (ii) for an Option Grantor who obtained title to the Unit in a Permitted Transfer, the Original Purchase Price, increased, but not decreased, by the Index Factor for the time period between the Original Purchase Date and the date when the agreement of purchase and sale for the Unit is signed; or
- (iii) in the circumstances of a mortgage foreclosure, the total of the Mortgage Indebtedness under the Option Grantor's Mortgage, plus costs which CMHC or other insurer of the Mortgage would recognize as eligible expenses, plus all reasonable costs of sale, only if such total is higher than the amount calculated under paragraph (i) or (ii).
- (aa) "Statutory Covenant" means the statutory covenant registered against title to the Unit as Instrument No. _____ and to which a form of this Option Agreement is appended.
- (bb) "Transfer" means, as the context requires:
 - (i) the sale, assignment or transfer of; or
 - (ii) to sell, assign or transfer,
 title to the Unit or any part thereof. A Transfer includes a Permitted Transfer.
- (cc) "Transfer Fee" means a fee charged under section 7(b).
- (dd) "Unit" means the condominium unit described in Schedule 1 hereto.
- (ee) "YHC" means the Yukon Housing Corporation or its successor.

2. Option to Purchase.

- (a) The Option Grantor hereby grants to YHC, as first option holder, a continuing and repeating first option to purchase the Unit in the event that the Option Grantor wishes, or for any reason needs, to sell the Unit. Upon exercise of the Option to Purchase as set out in section 6 or section 8, the Option Grantor shall be bound to sell, and YHC or its assignee (the "**Option Exerciser**"), shall be bound to buy, the Unit for the Re-sale Price, subject to the adjustments and payable upon the terms as hereinafter provided. The purchase and sale shall be completed on the remaining terms set out in this Option Agreement, in particular section 9 and Schedule 2.
- (b) The Option Grantor may not assign, transfer or otherwise dispose of the Unit or any part of it, except pursuant to this Option Agreement or with the prior written consent of YHC and subject to this Option Agreement.
- (c) The Option Grantor acknowledges that GY provided the Land and funding to NCLTS in support of Project 1096, to the financial benefit of the Option Grantor. The Option Grantor further acknowledges that:
 - 1. The granting of this mandatory Option to Purchase, and the execution by the Option Grantor of this Option Agreement, are part of the consideration provided by the Option Grantor to purchase the Unit.

2. The Unit may not be sold to the Option Grantor by NCLTS or any other vendor, without the Option Grantor granting the Option to Purchase to YHC.
 3. YHC and NCLTS are relying on this Option Agreement being entered into and honoured.
 4. GY and YHC provided the Land and funding to NCLTS to construct Project 1096 on the condition that the Land be used only for permanently affordable housing and GY and YHC are relying on a Statutory Covenant and this Option Agreement to enforce such condition.
3. Adjustment to Re-sale Price if CPI Changes and for Partial Years.
- (a) If the CPI is at any time no longer available for the purposes of calculating the Index Factor, a similar index shall be substituted by YHC on its own initiative or on the request of the Option Grantor. YHC shall substitute an index that, in its opinion, most properly reflects the increase or decrease over time of the cost of living in Yukon. YHC's decision shall be binding on the Option Grantor. If a new index is used, the Re-sale Price shall be calculated as at the time that the CPI was last available. Thereafter, the definition of Index Factor shall be amended so that the reference therein to CPI becomes a reference to the substitute index.
 - (b) If, for the purpose of calculating Re-Sale Price, compounding is required for part of a calendar year, the CPI shall be deemed to increase on a straight line basis for such year and the factor to be used shall be proportionate to the relevant portion of the calendar year compared to the whole calendar year.
4. Increase in Re-sale Price Because of Improvements.
- (a) The Option Grantor may request that YHC, or its agent agrees that if the Option Grantor completes substantial improvements to the Unit, beyond normal maintenance, in a professional manner ("**Improvements**"), that on completion of the Improvements, the Re-Sale Price will be increased by an amount specified by YHC or its agent.
 - (b) YHC will have no obligation to agree to a request made pursuant to (a), but if YHC does agree, a written amending agreement to this Option Agreement, conditional on completion of construction of the Improvements to the satisfaction of YHC, will be entered into by the Option Grantor and YHC, and such agreement may be registered by Caveat against title to the Unit.
 - (c) For clarity, if YHC does not agree to an increase in the Re-sale Price for Improvements, the Re-sale Price will not be so increased, whether or not the Option Grantor completes the Improvements.

5. Notice of Transfer or Intended Transfer.

- (a) The Option Grantor may, five (5) years or longer after the Option Grantor purchased the Unit and upon providing a minimum of forty (40) days prior notice to YHC, or at any time by way of a Will, Transfer the Unit to a Permitted Transferee. Upon such Transfer, the Permitted Transferee shall have, under law and under this Option Agreement and the Statutory Covenant, the same rights and the same obligations as the Option Grantor. If the Transfer occurred as a result of the death of the Option Grantor, the personal representative of the Option Grantor's estate must notify YHC of the Transfer within ninety (90) days of the Option Grantor's death, and in any other case the Option Grantor must notify YHC immediately after the Transfer was registered at the Land Titles Office.
- (b) Prior to offering or proposing to Transfer the Unit to any person other than a Permitted Transferee, the Option Grantor shall first offer to sell the Unit to YHC under the terms set out in this Option Agreement, by delivering to YHC and copying to NCLTS, written notice that the Option Grantor wishes to sell the Unit ("**Option Grantor's Notice**").
- (c) The Option Grantor shall be deemed to wish to Transfer the Unit if a Mortgagee holding a Mortgage over the Unit commences a foreclosure proceeding relating to the Mortgage by filing a Petition for Foreclosure or other originating process in the Supreme Court of Yukon. The Mortgagee shall be deemed to have delivered an Option Grantor's Notice to YHC on the date that a copy of the Petition for Foreclosure or other originating process is served on YHC or acknowledged by YHC to have been delivered to it.
- (d) If YHC does not exercise its Option to Purchase, and if the Option Grantor wishes to Transfer the Unit to anyone other than a Permitted Transferee, the Option Grantor shall, as a condition precedent to such Transfer, deliver a written notice to YHC of the proposed Transfer, stipulating a proposed closing date which is not less than sixty (60) days nor more than one-hundred-twenty (120) days from the date the notice is delivered to YHC. YHC shall obtain information from the Prospective Purchaser to determine whether they are an Eligible Purchaser, and notify the Option Grantor of its determination.

6. Exercise of Option/Right to View.

- (a) At any time during the forty (40) day Option Period, YHC or its assignee may exercise the Option to Purchase by delivering notice in writing to the Option Grantor (or foreclosing Mortgagee). Such exercise shall create a binding agreement of purchase and sale, which purchase and sale shall close in accordance with section 9.
- (b) During the Option Period, YHC's or its assignee's authorized representatives may, from time to time, on reasonable notice to the Option Grantor, inspect the Unit or show the Unit to Prospective Purchasers. In this regard, the Option Grantor acknowledges that it is intended by

YHC that a list be maintained of Eligible Purchasers who may wish to purchase a Unit in Project 1096, and that various of those Eligible Purchasers may wish to inspect the Unit with a view to purchasing it. In addition, YHC and its authorized agents, and any assignee or Nominee, may inspect the unit, on reasonable notice to the Option Grantor, within five (5) days before the closing date.

- (c) If YHC does not exercise the Option during the Option Period, the Option Grantor may, for a period of six (6) months following the Notice Date, sell the Unit to an Eligible Purchaser for the Re-Sale Price, conditional on the Eligible Purchaser confirming in writing to YHC that, upon taking title to the Unit, they will be bound by and their title will be subject to, this Option Agreement and YHC's continuing Option to Purchase, and to the Statutory Covenant.
- (d) If YHC does not exercise the Option during the Option Period, and the Option Grantor is not within six months able to sell the Unit to an Eligible Purchaser, the Option Grantor shall notify YHC and again offer to sell the Unit to YHC at the Re-Sale Price.
- (e) This Option to Purchase shall be unaffected by its waiver or non-exercise with respect to any particular Transfer.

7. Transfer.

- (a) After or before, as circumstances dictate, exercise of the Option to Purchase, the Option Exerciser may assign its interest in the resulting agreement of purchase and sale to a Nominee. Upon the Nominee assuming the Option Exerciser's obligations under that resulting agreement, the agreement shall continue between the Option Grantor and the Nominee.
- (b) YHC or its agent may charge a Transfer Fee to each acquiring purchaser subsequent to the initial purchase from NCLTS, including a Nominee, but excluding a Permitted Transferee, in an amount not to exceed two-and-one-half (2.5%) percent of the Re-sale Price.

8. Exercise of Option on Default.

- (a) The Option to Purchase may also be exercised by YHC by giving written notice of exercise to the then current Option Grantor:
 - 1. within ninety (90) days of YHC becoming aware that a Transfer was made:
 - (i) for consideration, direct and/or indirect, exceeding the Re-sale Price;
 - (ii) without YHC having waived or being deemed to have waived the Option to Purchase; or
 - (iii) to a person who was not a Permitted Transferee nor an Eligible Purchaser at the time of the Transfer, or

2. within ninety (90) days following delivery of written notice from YHC to the Option Grantor advising the Option Grantor that they are in breach of their obligations under this Option Agreement, under the Statutory Covenant (which in general restricts the maximum re-sale price for the Unit, residency of persons occupying the Unit and restricts renting the Unit) or under 13.1 or 13.2 of the Condominium Bylaws, unless such breach is cured within thirty (30) days of the Option Grantor receiving a written notice from YHC requiring such cure.
- (b) If the Option to Purchase is exercised pursuant to section 6(a) or section 8(a), all Mortgage Indebtedness, including costs which CMHC or other insurer of the Mortgage would recognize as eligible expenses, will be paid out of or credited towards the Re-sale Price.
- (c) YHC and its assignee shall have standing to take legal action to enforce the terms of this Option Agreement, and shall be entitled to specific performance, and not be limited to monetary damages, for any breach of this Option Agreement by the Grantor, whether original or successor, by any Owner or by another Beneficiary or a third party.
- (d) For clarity, specific performance may include, but would not be limited to, requiring that the Option Grantor return the purchase funds to the purchaser and that the purchaser return title to the unit to the Option Grantor.

9. Closing Terms.

- (a) The purchase and sale of the Unit pursuant to section 6(a) or 8(a) shall be concluded upon the following terms.
 1. The purchase and sale price shall be the Re-sale Price as determined by applying the definition of Re-sale Price in Section 1.
 2. The closing, adjustment and possession date shall be thirty (30) days after the Option Exerciser delivers notice that the Option to Purchase will be exercised to the Option Grantor, or, if the Option to Purchase is exercised after a foreclosure proceeding is commenced, to the Mortgagee, subject to section 16 if such date is not a Business Day, or on a different date agreed upon.
 3. Every person who purchases a unit, including a Permitted Transferee, must confirm in writing to YHC that, upon taking title to the Unit, they will be bound by, and their title will be subject to, this Option Agreement and YHC's continuing Option hereunder, and to the Statutory Covenant.
 4. There are no conditions precedent to the completion of the purchase and sale of the Unit after the exercise of the Option to Purchase.
 5. Additional closing terms are set out in Schedule 2 hereto.

- (b) The parties agree that the terms in this section 9 and in Schedule 2 reflect usual conveyancing practice in Whitehorse for the purchase and sale of a residential condominium unit. If YHC in the future determines that the terms in Schedule 2 no longer reflect common conveyancing practice in Yukon, YHC, acting reasonably, shall have the power to substitute a new Schedule 2 that will reflect common conveyancing practice in Yukon.

10. Foreclosure by Mortgagee. Upon receipt of the Option Grantor's Notice (including a deemed notice pursuant to section 5(c)), the provisions of this Option Agreement shall be followed as if the Option Grantor's Notice had been delivered by the Option Grantor. However:

- (a) If YHC exercises the Option to Purchase the Unit, the resulting agreement of purchase and sale shall be subject to the condition that, if the Option Grantor brings the Mortgage into good standing, and the Mortgagee discontinues its foreclosure action, the agreement of purchase and sale (even if assigned to a Nominee) shall be automatically terminated with no further act and any deposit returned immediately.
- (b) YHC is authorized, at its option, to pay on behalf of the Option Grantor such amounts, or take such acts, as are necessary to bring the Mortgage into good standing, and keep it in good standing, which amounts shall include costs incurred by the Mortgagee which CMHC or other insurer of the Mortgage would recognize as eligible expenses.
- (c) The Option Grantor shall immediately reimburse YHC for any amounts paid or costs incurred by YHC pursuant to section 10(b), together with interest calculated at the rate applicable under the Mortgage, payable and compounded monthly. If any such amounts are not reimbursed immediately, then such amounts, together with all costs of enforcing this Option Agreement, may be set off against the Re-sale Price payable by YHC upon the next closing of a purchase and sale of the Unit. Such set off amounts may not however exceed the Mortgage Indebtedness outstanding under and secured by the Mortgage.

(d) If YHC:

- (i) does not exercise the Option to Purchase after receipt of a deemed Option Grantor's Notice from the Mortgagee; or
- (ii) exercises the Option to Purchase, but thereafter fails to close the purchase of the Unit and pay out the Mortgage; or
- (iii) does not elect to bring the Mortgage into good standing prior to the Mortgagee obtaining a final order for foreclosure or an order confirming sale and vesting title in respect of its foreclosure action,

then the Option Grantor or the Mortgagee as the case may be, may sell the Unit and the terms of section 6(d) shall apply.

11. Indemnity and Set Off. The Option Grantor shall immediately reimburse YHC for any and all costs incurred by YHC pursuant to a bona fide enforcement of the terms of this Option Agreement including, without restriction, all legal costs on a full indemnity basis (the "**Enforcement Costs**"). All such Enforcement Costs, together with those amounts due by the Option Grantor pursuant to section 10(c) (subject to the restrictions noted therein), may be set off against the Re-sale Price payable by YHC upon the completion of the next purchase and sale of the Unit pursuant to the exercise of the Option to Purchase in accordance with the provisions of this Option Agreement.
12. Notices. If any Notice, other notice, demand or communication (collectively, a "**Communication**") is contemplated or required to be given to a party under this Option Agreement, the Communication shall be in writing and delivered either personally as follows:
- (a) if to NCLTS, at 2180, 2nd Avenue, Whitehorse YT, Y1A 5N6 or such other address of which NCLTS notifies the Option Grantor in writing;
 - (b) if to YHC, at 410 Jarvis St, Whitehorse, YT Y1A 2H5 or such other address of which YHC notifies the Option Grantor in writing;
 - (c) if to the Option Grantor, at the Unit,

or electronically, so long as the recipient confirms receipt of the Communication in writing.

Any party may change its address for the giving of a Communication.

Any Communication given as required shall be deemed to be received on the date of delivery provided that delivery occurs during business hours on a business day, failing which the Communication shall be deemed to be delivered or received on the next following business day.

13. NCLTS.

As long as NCLTS is in compliance at the Yukon Corporate Online Registry and with any agreement(s) between NCLTS and YHC or GY, NCLTS and YHC agree that YHC will assign to or contract with NCLTS to perform, exercise and benefit from certain of YHC's obligations and rights under this Option Agreement. In particular,

- (a) NCLTS will maintain a list of Eligible Purchasers who have indicated they may want to purchase a Unit in Project 1096.
- (b) NCLTS will obtain and review such information and documentation from Prospective Purchasers as is needed to confirm that they are Eligible Purchasers and qualified to purchase a Unit.
- (c) NCLTS will maintain records and report to YHC by statutory declaration, on each Transfer of a Unit in Project 1096.

- (d) NCLTS will maintain records and report to YHC annually, by statutory declaration, on compliance with the rental restrictions by Unit owners, including of any approved rentals. NCLTS will receive requests from Unit owners under section 7 of Appendix A to rent Units, and will make assessments and grant approvals and enter into agreements, as the agent of YHC. NCLTS will report to YHC in detail on any rentals approved during any year.
 - (e) NCLTS will receive requests from Option Grantors under section 4 to make Improvements, and will make assessments and valuations, grant approvals, conduct inspections and enter into agreements, as the agent of YHC. NCLTS will report to YHC in detail on any Improvements approved during any year, including, but not limited to, the valuation of any approved Improvement.
 - (f) NCLTS will report to YHC annually, or more frequently as appropriate, by way of Statutory Declaration, on NCLTS's activities under this clause and on the operations and status of Project 1096 and each Unit generally, including the name(s) of Residents and on any title transfers.
 - (g) So long as NCLTS remains operational, financially solvent, and in compliance under the *Societies Act* and with any agreement between NCLTS and YHC or GY, YHC will, immediately upon receiving an Option Grantor's Notice, assign the Option to Purchase to NCLTS for a period of twenty (20) days. If NCLTS, within the twenty (20) day period, does not notify YHC that it will exercise the Option, the Option will revert to YHC. If NCLTS exercises the Option as YHC's assignee and the transaction completes, the Transfer Fee shall be set by and payable to NCLTS as YHC's agent.
 - (h) Prior to any dissolution or liquidation under Part 10 of the *Societies Act*, NCLTS will permanently and irrevocably transfer to YHC any rights it has under this Option Agreement.
14. Severability. If any provision of this Option Agreement is found to be void, invalid or unenforceable according to law, the balance of this Option Agreement shall remain valid and fully enforceable.
15. Limited Recourse. The Option Grantor shall not be responsible for any breach of the covenants contained in this Option Agreement except for breaches committed or continued during the time the Option Grantor holds title to the Unit. For clarity, a party bound by the covenants contained in this Option Agreement shall without further act be released personally from those covenants at such time as the party disposes of all of its interest in the Unit, except to the extent such party is then in default of any such covenants. Nothing in this section shall affect any right of YHC to acquire the title to the Unit by exercising the Option to Purchase and as set out in this Option Agreement.
16. Business Days. Any matter required to be done by or on a time specified in this Option Agreement or the agreement of purchase and sale resulting from an exercise of the Option to Purchase shall, if required to be done on or by a Saturday, Sunday, statutory holiday or other holiday generally

observed in Yukon, be required instead to be done by or on the next following day which is not a Saturday, Sunday or holiday.

17. Further Assurances. The parties shall at all times hereafter promptly execute and deliver all such documents and other assurances and do such other acts and things as another party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this agreement or any of the respective obligations intended to be created hereby.
18. Term of Option. This Option Agreement shall remain in effect, and run with the land unless and until terminated earlier by written agreement of all parties.
19. No Merger. If at any time NCLTS or YHC hold title to the Unit, this Option Agreement and the option granted in it shall not merge but shall continue, unaffected by such commonality.
20. Enurement. This Option Agreement and all rights, privileges and obligations contained in it shall extend to and enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and permitted assigns and on any party's respective successors in interest to the Unit.

IN WITNESS WHEREOF the parties or their respective duly authorized officers have executed these presents as of the ____ day of _____, 20__.

OPTION GRANTOR:

Witness Name

Option Grantor Signature

Witness Signature

**NORTHERN COMMUNITY
LAND TRUST SOCIETY**

Per: _____

Per: _____

YUKON HOUSING CORPORATION

Per: _____

Per: _____

Schedule 1

The Unit

Condominium Plan _____

Unit _____

Whitehorse, Yukon

And a Unit Entitlement of ____%.

Schedule 2 Additional Sale Terms

- 1) No deposit shall be required from YHC. However, a Nominee shall, upon assuming the purchaser's obligations under the agreement of purchase and sale resulting from exercise of the Option, provide the Nominee's lawyer with a deposit equal to five (5%) percent of the Re-sale Price. The deposit shall be held in trust and either applied to the Re-sale Price at closing, forfeited as agreed liquidated damages, if the Nominee fails to close as contracted, or returned to the Nominee if the Option Grantor fails to close as required.
- 2) Included in the purchase and sale of the Unit shall be all permanent fixtures and all major appliances in the Unit, including, in any event (unless not in the Unit prior to exercise of the option), the refrigerator, stove, dishwasher, washer, dryer, built-in microwave, hood fan, and window coverings.
- 3) Items which are normally adjusted for on residential real estate transactions in Yukon, such as property taxes, local improvement charges, interest, utility charges and condominium fees, will be adjusted as of the date of closing.
- 4) Title shall be free of registered interests other than the Statutory Covenant, the Option Agreement in place at any given time, and those interests that also bind all other units in the condominium complex (or are in the same or similar form to ones binding all other units, such as a caveat protecting an option agreement similar to this Option Agreement) including easements, utility rights of way, covenants and conditions normally found registered against residential condominium units which do not affect the saleability of those Units at the market price. However, unless otherwise agreed to by the Option Exerciser, title shall be free from mortgages, liens or other encumbrances securing financial obligations. The sale proceeds may be used to pay out such encumbrances.
- 5) Closing documents will be prepared and tendered in accordance with common conveyancing practise in Yukon but, if required by the purchaser, on trust conditions allowing registration at the Land Titles Office prior to release of money and sufficient to allow the purchaser to register a mortgage against the Unit in order to obtain purchase funds.
- 6) The closing documents shall consist of, at minimum, a registerable transfer, a statement of adjustments and an estoppel certificate from the condominium corporation confirming the vendor is not in default of its obligations to the condominium corporation. The estoppel certificate shall otherwise contain such information as is usually provided by condominium corporations located in Yukon when requested to provide such certificates in connection with the sale of a residential unit. If the estoppel certificate discloses materially adverse circumstances affecting the condominium corporation which would reasonably affect the saleability of the property, at the agreed price, the

purchaser may within five (5) business days of receiving the certificate, terminate the agreement of purchase and sale and receive back any deposit paid.

- 7) If, prior to the closing, the Unit is damaged and has an anticipated cost to repair of more than ten-thousand (\$10,000) dollars, or the common property is damaged and has an anticipated cost of more than one-hundred-thousand (\$100,000) dollars to repair, the purchaser may terminate the agreement of purchase and sale and receive back any deposit paid. Otherwise, the benefit of any insurance placed by the seller shall be assigned to the purchaser and the transaction shall close. If the insurance is not adequate to cover repairs required to be made to the Unit, a portion of the Resale Price adequate to make such repairs shall be held in trust by the seller's lawyer and released as necessary to pay for the repairs.
- 8) Closing documents are to be provided to the purchaser's lawyer in time to allow registration prior to the closing date.
- 9) The purchaser's lawyer may use the closing funds, once released, to pay out existing encumbrances.
- 10) Applicable statute law shall be followed, including the *Income Tax Act* and the *Excise Tax Act*.
- 11) Unless set out in this Schedule 2 or in the attached Option Agreement, there are no warranties, representations or collateral agreements relating to the purchase and sale of the Unit.

**AFFIDAVIT OF CORPORATE AUTHORITY
(BODY CORPORATE SIGNING WITHOUT SEAL)
(s. 46(1)(b))**

TO THE REGISTRAR:

I SWEAR/AFFIRM THAT:

1. I am an officer, director or authorized representative of the Northern Community Land Trust Society, the body corporate that executed the annexed instrument.
2. I am the person [one of the persons] who signed the annexed instrument on behalf of the body corporate, and I have authority to do so without a corporate seal.
3. I have authority to execute the annexed instrument on behalf of the body corporate without using a seal.

SWORN/AFFIRMED BEFORE ME

at the City of Whitehorse, in Yukon
on the 7th day of August, 2025



Lenore Morris

Laird Herbert

Lawyer & Notary Public in and for Yukon;
or Notary Public or Commissioner for Oaths
in and for _____
My commission does not expire.

**** All notaries and commissioners must print or stamp their name and qualifications as well as the expiry date of their commission, or indicate that their commission does not expire; all notaries outside of Yukon must affix their official seal (subsection 61(3), Yukon Evidence Act .***

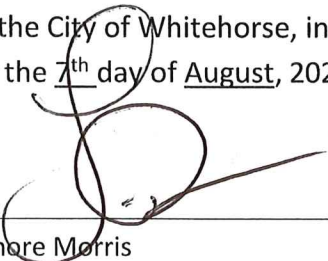
**AFFIDAVIT OF CORPORATE AUTHORITY
(BODY CORPORATE SIGNING WITHOUT SEAL)
(s. 46(1)(b))**

TO THE REGISTRAR:


I SWEAR/AFFIRM THAT:

2. I am an officer, director or authorized representative of the Northern Community Land Trust Society, the body corporate that executed the annexed instrument.
4. I am one of the persons who signed the annexed instrument on behalf of the body corporate, and I have authority to do so without a corporate seal.
5. I have authority to execute the annexed instrument on behalf of the body corporate without using a seal.

SWORN/AFFIRMED BEFORE ME
at the City of Whitehorse, in Yukon
on the 7th day of August, 2025



Lenore Morris



Tyler Heal

Lawyer & Notary Public in and for Yukon;
or Notary Public or Commissioner for Oaths in
and for _____
My commission does not expire.

**** All notaries and commissioners must print or stamp their name and qualifications as well as the expiry date of their commission, or indicate that their commission does not expire; all notaries outside of Yukon must affix their official seal (subsection 61(3), Yukon Evidence Act .***

**AFFIDAVIT OF AUTHORITY
(Government Signatory(ies))**

TO THE REGISTRAR:

NAME: Ranjit Pillai
(print full name of government official)

I SWEAR / AFFIRM THAT:

1. I am the Minister of the Yukon Housing Corporation, a statutory
(position)
agent of the Government of Yukon.
(name of government)
2. I have authority to execute the annexed instrument on behalf of the above named government,
without using a seal.
3. The above facts are true to the best of my knowledge, information and belief.

SWORN / AFFIRMED BEFORE ME)
at Whitehorse in Yukon Territory)
on the 20 day of, 2025)
August)
[Signature])
(Signature of Notary or Commissioner))
Tracy-Anne McPhee)
(print full name))

Notary Public in and for Yukon;)
or Notary Public or Commissioner for Oaths)
in and for Yukon Territory)
(My commission expires: N/A))

R Pillai
(Signature)
Ranjit Pillai
(print full name)

*** All Notaries and Commissioners outside of Yukon must affix seal**