

**REGIONAL DISTRICT OF NANAIMO**

**SPECIAL BOARD MEETING  
TUESDAY, FEBRUARY 14, 2017  
7:00 PM**

***(RDN Board Chambers)***  
*This meeting will be recorded*

**A G E N D A**

**PAGES**

- 1. CALL TO ORDER**
- 2. DELEGATIONS**
- 3. COMMUNICATIONS/CORRESPONDENCE**
- 4. REPORTS**
  - 4.1 City of Nanaimo Request for Special Event Busing – Rogers Hometown Hockey** (All Directors, except Electoral Areas ‘B’ and ‘F’ – Weighted Vote).

*That the Board approve the City of Nanaimo’s request for additional bus service for the Rogers Home Town Hockey event and direct staff to provide three (3) Conventional buses with a total of 18 hours of service throughout the event on February 25<sup>th</sup> and 26<sup>th</sup>, 2017.*
  - 4.2 Cedar Road Bioenergy Request for Consent Agreement** (All Directors – Weighted Vote).

*That the Board direct staff to enter into a Consent Agreement between the Vancouver City Savings Credit Union and the Regional District of Nanaimo for the purpose of allowing Cedar Road Bioenergy to obtain financing.*

**5. RESOLUTIONS**

**5.1 Exam Requirements for Owner Builder Certification (All Directors – One Vote).**

*That the following resolution be forwarded to the Association of Vancouver Island and Coastal Communities for consideration at their annual meeting:*

WHEREAS the Province of BC through the Homeowner Protection Act establishes the requirements for property owners to be authorized as Owner Builders by BC Housing to build and occupy a new home for their personal use;

AND WHEREAS due to recent amendments to the Act, BC Housing requires that Owner Builders write and pass an Owner Builder Authorization Exam prior to authorization under the legislation and has not produced a study guide or hosted educational sessions to allow property owners to prepare for the required examination which has resulted in an extremely high failure rate for applicants;

THEREFORE BE IT RESOLVED that in support of the ability for property owners to reasonably receive authorization as Owner Builders, that the Union of British Columbia Municipalities urge the Province to prepare study materials and host education sessions designed to assist applicants through the required examination process.

**5.2 Restriction on Single Wide Mobile Homes as Second Dwellings on ALR Properties** (All Directors – One Vote).

*That the following resolution be forwarded to the Association of Vancouver Island and Coastal Communities for consideration at their annual meeting:*

WHEREAS the Agricultural Land Commission (ALC) has established the standards for a second dwelling on ALR land and restricted those dwellings to a CSA Standard Z240 Double Wide Mobile Home unless a property owner makes a non-farm application to the Commission;

AND WHEREAS construction of factory built, movable dwellings has progressed significantly with technology and the CSA Standard is not flexible enough to accommodate the needs of farmers to provide accommodation on their properties without an application;

AND WHEREAS these new movable dwellings incorporate innovative energy-efficient, green building technology and can be sited to reinforce the farmland protection objectives of the ALC;

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities urges the Agricultural Land Commission to amend the Agricultural Land Reserve Use, Subdivision and Procedure Regulation to remove the restriction on second dwellings to CSA Standard Z240 and allow for the siting of other types of factory built, movable dwellings.

**6. ADDENDUM**

**7. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**8. NEW BUSINESS**

**9. IN CAMERA**

**10. ADJOURNMENT**

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**TO:** Regional District of Nanaimo Board      **MEETING:** February 14, 2017

**FROM:** Erica Beauchamp  
Superintendent, Transit Planning and  
Scheduling      **FILE:** 8640 20 RHH

**SUBJECT:** City of Nanaimo Request for Special Event Busing - Rogers Home Town Hockey

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#### RECOMMENDATION

That the Board approve the City of Nanaimo's request for additional bus service for the Rogers Home Town Hockey event and directs staff to provide three (3) Conventional buses with a total of 18 hours of service throughout the event on February 25<sup>th</sup> and 26<sup>th</sup>, 2017.

#### SUMMARY

The City of Nanaimo is hosting the Rogers Home Town Hockey event at Maffeo Sutton Park on February 25<sup>th</sup> and 26<sup>th</sup>, 2017. Since attendance is anticipated to be around 5,000-10,000 people and would put a strain on parking and traffic in the downtown core, the City of Nanaimo is requesting additional bus service from the Regional District of Nanaimo (RDN) Transportation & Emergency Services department.

Staff estimates that three (3) Conventional buses for a total of 18 hours over February 25<sup>th</sup> and 26<sup>th</sup> will cost an estimated \$7,280.00. These costs can be accommodated without any additions to the existing financial plan or the current annual operating agreement.

#### BACKGROUND

On January 6, 2017, a letter was received from the City of Nanaimo requesting assistance from the Regional District of Nanaimo Transportation and Emergency Services department for the upcoming Rogers Home Town Hockey at the Maffeo Sutton Park on Saturday, February 25<sup>th</sup> from 11:00am to 7:30pm and on Sunday, February 26<sup>th</sup> from 11:00am to 9:00pm. The anticipated attendance for this event is approximately 5,000 to 10,000 people. As such, the City of Nanaimo has completed an application under the Special Events Policy requesting that additional bus service be provided to the general public for this event. This additional transit service application has been submitted in an effort to encourage the public to use a more sustainable method of transportation for their travel to and from the festivities and to reduce projected traffic congestion in the downtown area.

The request from the City of Nanaimo meets the criteria as outlined in RDN Policy C3.01 that was adopted by the Board in 1998, as it is a community-oriented event, open to all members of the public and the event is within Transit's service area.

## ALTERNATIVES

1. That the Board approve the City of Nanaimo's request for additional bus service for the Rogers Home Town Hockey event and directs staff to provide three (3) Conventional buses with a total of 18 hours of service throughout the event on February 25<sup>th</sup> and 26<sup>th</sup>, 2017.
2. That the Board provides alternate direction to staff.

## FINANCIAL IMPLICATIONS

Staff estimates that providing three (3) buses for a total of 18 hours on February 25<sup>th</sup> and 26<sup>th</sup>, 2017 will cost an estimated \$7,280.00.

These costs can be accommodated without any additions to the existing financial plan or the current annual operating agreement.

## STRATEGIC PLAN IMPLICATIONS

Providing additional bus service for the Rogers Home Town Hockey event supports the RDN's strategic priorities to 'Focus on Relationships' by providing an opportunity to partner with the City of Nanaimo, one of our government partners.



Erica Beauchamp  
[ebeauchamp@rdn.bc.ca](mailto:ebeauchamp@rdn.bc.ca)  
February 7, 2017

## Attachment

1. City of Nanaimo Correspondence

## Reviewed by:

- D. Pearce, A/General Manager, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

**Attachment 1**  
**City of Nanaimo Correspondence**

2017-JAN-06

Daniel Pearce  
Acting Director of Transportation and Emergency Planning Services  
Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

Attention: Daniel Pearce

This February the City of Nanaimo is hosting Rogers Home Town Hockey. The celebrations will take place at Maffeo Sutton Park on Feb. 25<sup>th</sup> from 11:00am – 7:30pm and Feb. 26<sup>th</sup> from 11:00 to 9:00pm. Attendance at the event is estimated at 5,000 to 10,000 people. As you can well imagine it will be a strain on parking and traffic in the downtown core.

The City is requesting public transit assistance in providing additional bus service to and from the downtown core on the above dates to help decrease the amount of vehicular traffic in the downtown core.

Three locations were identified as possible pick up/drop off locations in addition to transit regular stops:

1. Country Club Mall
2. Prideaux Street Station
3. Vancouver Island University

Any assistance the Regional District of Nanaimo could provide would be greatly appreciated.

Sincerely,

Liz Williams  
Manager, Recreation Services  
250.755.7512

C Richard Harding, Director Parks and Recreation

**TO:** Regional District of Nanaimo Special Board      **MEETING:** February 14, 2017

**FROM:** Larry Gardner, ASCT, Eng.L      **FILE:** 5360-46  
Manager, Solid Waste Services

**SUBJECT:** Cedar Road Bioenergy Request for a Consent Agreement

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### **RECOMMENDATION**

That the Board direct staff to enter into a Consent Agreement between the Vancouver City Savings Credit Union and the Regional District of Nanaimo for the purpose of allowing Cedar Road Bioenergy to obtain financing.

### **SUMMARY**

The Regional District of Nanaimo (RDN) has a contract with Cedar Road Bioenergy (CRB) for landfill gas utilization where CRB combusts the gas for power generation.

CRB wishes to obtain financing from Vancouver City Savings Credit Union (Vancity), who require a consent agreement to be in place in order to proceed with lending. The Consent Agreement provides security to Vancity in the event that Cedar Road Energy defaults under the financing agreement.

### **BACKGROUND**

Beginning in 2005, the RDN entered into agreements for a bioenergy utilization facility. Under the agreements, the RDN provides landfill gas to the facility for the purpose of generating electricity. The agreement with CRB specify that any assignment of the contract to another party requires written consent of the RDN, and that consent will not be unreasonably withheld.

CRB wishes to obtain financing from Vancity. Vancity requires a consent agreement to be in place in order to proceed with lending. The Consent Agreement provides security in the event that Cedar Road Energy defaults under the financing agreement

The Vancity Consent Agreement (Attachment 1) is very similar to a prior consent agreement signed between the RDN and CIBC in 2008. The RDN's legal council have reviewed the consent agreement and provided advice on appropriate operational monitoring by RDN staff.

## ALTERNATIVES

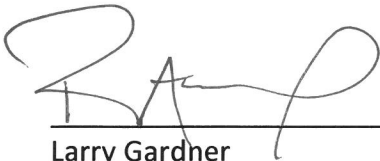
1. The Board endorses signing of the Consent Agreement.  
This alternative will allow CRB to obtain financing required.
2. The Board declines signing the Consent Agreement.  
This alternative will not allow CRB to obtain financing they require.
3. The Board provides staff alternate direction.

## FINANCIAL IMPLICATIONS

Signing the Consent Agreement has no negative financial implications to the RDN. Staff understand that part of the borrowing is to provide additional capital to cost share in additional gas wells at the landfill. Additional landfill gas utilization as a result of additional wells increases the potential of a positive cash flow.

## STRATEGIC PLAN IMPLICATIONS

Supporting the Consent Agreement is consistent with: 1) the focus on economic health as it assists with CRB with accessing financing for capital improvements; and 2) the focus on the environment as the financing will assist with increasing landfill gas collection and utilization.



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Larry Gardner  
[lgardner@rdn.bc.ca](mailto:lgardner@rdn.bc.ca)  
February 7, 2017

### Reviewed by:

- R. Alexander, General Manager,  
Regional & Community Utilities & Solid Waste Services
- P. Carlyle, Chief Administrative Officer

### Attachment

1. Cedar Road Bioenergy Consent Agreement



## CONSENT AGREEMENT

THIS AGREEMENT made this 18th day of January, 2017.

### BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2


("RDN")

### AND:

**VANCOUVER CITY SAVINGS CREDIT UNION**  
5<sup>th</sup> Floor, 183 Terminal Avenue  
Vancouver, BC V6A 4G2

("Vancity")

### WHEREAS:

- A. RDN entered into a Development Agreement with Suncurrent Industries Inc. for the development of an electricity-generating facility at the RDN Landfill on land described as:
- PID 013-239-813  
Lot 1, Sections 2 and 3, Plan 48020, Except Part in Plan VIP66090, Land District 32
- (the "**Lands**");
- B. By agreement dated November 2, 2005, the Development Agreement was assigned from Suncurrent Industries Inc. to Cedar Road Bioenergy Inc. (formerly known as Cedar Road LFG Inc.) ("**Cedar Road**");
- C. RDN subsequently entered into an Operating Agreement, Licence of Occupation, Option to Purchase, and Waiver of Emission Rights with Cedar Road;
- D. The Development Agreement and the Operating Agreement were amended by an Amending Agreement dated October 26, 2006, a Second Amending Agreement dated November 27, 2007, and a Third Amending Agreement dated June, 2008; *FOURTH DATED MARCH 30, 2009, FIFTH DATED AUG. 29, 2011, AND SIXTH DATED FEB. 20, 2012.* 
- E. Cedar Road wishes to obtain financing (the "**Credit**") from Vancity, and intends to grant Vancity a security interest (the "**Security**") in all of its undertaking and assets, including those located upon the Lands (the "**Collateral**");
- F. RDN has agreed to grant to Vancity certain rights under the terms of this Agreement.

**NOW THIS AGREEMENT WITNESSES** that RDN and Vancity, in consideration of the premises, the terms, and conditions hereinafter contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

## **1.0 DEFINITIONS**

1.1 **“Amending Agreements”** means the amending agreements referred to in Recital D above;

**“Agreements”** means, collectively, the Development Agreement, the Amending Agreements, the Operating Agreement, the Licence of Occupation, the Option to Purchase, and the Waiver of Emission Rights;

**“Assumption Notice”** means a notice given by Vancity to RDN pursuant to Section 6.1(a) of this Agreement;

**“Cedar Road’s Facility”** means the Cedar Road landfill gas electricity-generating facility, including all improvements of Cedar Road relating thereto, located on the Lands in Nanaimo, British Columbia;

**“Receiver”** means a receiver, manager, or receiver-manager appointed or designated by, or on the initiative of, Vancity.

## **2.0 AMENDMENTS**

2.1 RDN and Cedar Road acknowledge and agree that the Agreements are in full force and effect and that the Agreements have been amended only as referred to herein.

## **3.0 CONFIRMATIONS CONCERNING THE AGREEMENTS**

3.1 RDN confirms to Vancity that:

- (a) RDN has not given any notice of termination respecting the Agreements or any of them;
- (b) RDN is not aware of any default or other circumstance that would entitle RDN to give a notice of disconnection or notice of termination, provided however that RDN has not undertaken any investigation or due diligence in respect of this confirmation; and
- (c) to the knowledge of RDN, Cedar Road’s operations at Cedar Road’s Facility are in compliance with all applicable bylaws, codes, and permitting requirements of RDN.

#### 4.0 ASSIGNMENT OF AGREEMENTS TO VANCITY

##### 4.1 RDN Acknowledgment

- (a) RDN acknowledges receipt of notice of, and consents to the assignment by Cedar Road to Vancity of all the right, title, and interest of Cedar Road in and to the Agreements made pursuant to and in accordance with the Credit and the Security;
- (b) Subject to sub-paragraph 4.1(c), RDN hereby waives in favour of Vancity any landlord's lien and all rights of levy or distraint, or security interest that it has or may hereafter have, whether by statute, contract (including the Agreements) or common law, in any of the Collateral (the "**Landlord's Liens**"), and agrees that, until Vancity has been paid in full, Vancity's Security in the Collateral takes priority over any Landlord's Liens;
- (c) Sub-paragraph 4.1(b) does not apply to any lien RDN may in the future have as a result of the failure of Cedar Road to pay local government taxes levied against the Lands; and
- (d) RDN acknowledges that any Collateral located at any time on the Lands shall not be deemed a fixture and shall be considered personal property, despite any degree of affixation to the Lands.

##### 4.2 Vancity Acknowledgment

- (a) Vancity acknowledges that it has received copies of the Agreements; and
- (b) Vancity acknowledges that the assignment by Cedar Road to Vancity of the Agreements pursuant to the Credit and the Security is subject in all respects to the terms and conditions of this Agreement.

#### 5.0 NOTICES

##### 5.1 RDN covenants and agrees with Vancity that, except as hereinafter otherwise permitted, RDN:

- (a) shall give Vancity a copy of any material waiver, amendment, or modification to any of the Agreements;
- (b) shall give Vancity 45 days written notice and the opportunity to cure any failure of Cedar Road to pay local government taxes before taking any enforcement or other action against the Collateral as a result of such failure to pay local government taxes;
- (c) shall give Vancity a copy of any notice of disconnection or notice of termination of any of the Agreements concurrently with, or promptly after, any such notice is given to Cedar Road;
- (d) shall give Vancity a copy of any notice of termination of any of the Agreements received from Cedar Road, promptly after receipt from Cedar Road; and

- (e) shall not exercise any right it may have to terminate the Agreements unless it has complied with sub-paragraphs 5.1(a)-(c) above (as applicable) with respect to the default or other circumstance entitling RDN to terminate.

5.2 Nothing in this Agreement prevents or restricts:

- (a) termination of the Agreements upon failure of any condition for which notice is not required under the Agreements;
- (b) the exercise by RDN with respect to Cedar Road of any other right or remedy that it may be entitled to exercise under or in relation to the Agreements; or
- (c) the right of Vancity to cure, or cause the cure, of any default by Cedar Road under the Agreements that would be curable by Cedar Road, whether or not an Assumption Notice is given.

## 6.0 REALIZATION BY LENDER

### 6.1 Assumption Notice and/or Transfer of Operations: Agreements not Terminated

If Cedar Road has defaulted under the Credit or the Security, Vancity may, at its option, do any one or more of the following:

- (a) give RDN written notice (an “**Assumption Notice**”) stating that Vancity is assuming the Agreements whereupon:
  - (i) Vancity shall be entitled to all the rights and benefits, and shall have assumed, and shall perform and discharge, all the obligations and liabilities of Cedar Road under the Agreements, and Vancity shall be a party to, and bound by, the Agreements as if an original signatory thereto in the place and stead of Cedar Road;
  - (ii) notwithstanding sub-paragraph 6.1(a)(i) above, Vancity shall not be liable to RDN for defaults of Cedar Road or for any other circumstance or liability occurring before the Assumption Notice is given;
  - (iii) Vancity may assign its interest in the Agreements to a third person or persons provided that Vancity obtains RDN’s prior written consent, not to be unreasonably withheld, and provided that the proposed assignee or transferee has agreed in writing with RDN to be bound by the terms of the Agreements, and upon assignment to the assignee or transferee, and execution and delivery of such agreement in writing by such assignee or transferee, Vancity will be released from its obligations under the Agreements; or
  - (iv) Vancity may terminate the Agreements (other than the Option to Purchase and Waiver of Emission Rights);

- (b) without assuming the rights, obligations, or any liability of Cedar Road under the Agreements, give written notice to RDN that Vancity wishes to cause Cedar Road to assign all of Cedar Road's right, title, and interest in and to the Agreements and Cedar Road's Facility to a third person or persons provided that Vancity and Cedar Road first obtain RDN's prior written consent, not to be unreasonably withheld, in which case:
- (i) it is acknowledged that RDN's consent may be conditional on the assignee entering into agreements with RDN in substantially the same terms as the Agreements (and in the case of the Waiver of Emission Rights, in exactly the same terms); and
  - (ii) RDN agrees that if Vancity enters Cedar Road's Facility for the purpose of viewing or examining the state of repair, condition, or operation thereof such shall not constitute taking possession thereof.

#### 6.2 RDN Purchase of Collateral – Following Termination of the Agreements

Upon termination of the Agreements by RDN, Cedar Road (prior to assumption by Vancity), or Vancity (following assumption by Vancity) RDN may within 60 days, pursuant to the Option to Purchase, provide written notice to Vancity that it intends to purchase all of the Collateral, and if it does so:

- (a) Vancity will exercise its rights as a secured party holding a security interest in the Collateral, and enter into Cedar Road's Facility and repossess in order to sell the Collateral to RDN; RDN agrees that the entry by Vancity for this purpose shall not constitute taking possession thereof;
- (b) the purchase price for the Collateral will, notwithstanding the terms of the Option to Purchase, be the fair market value thereof;
- (c) the purchase price for the Collateral, if not agreed between the parties, will be determined by an appraiser or appraisers appointed pursuant to Section 6.3 of the Option to Purchase, who will be experienced in the valuation of industrial equipment of the type comprising the Collateral; and
- (d) RDN shall pay the entirety of the purchase price to Vancity, pursuant to Section 59 of the *Personal Property Security Act*, and by virtue of that section, RDN shall take title free and clear of all of the interest of Cedar Road, the interest of Vancity, and the interest of any secured party registered against the Collateral subordinate to Vancity.

#### 6.3 Sale of Collateral – Following Termination of the Agreements (if RDN elects not to Purchase)

Upon termination of the Agreements by RDN, Cedar Road (prior to assumption by Vancity), or Vancity (following assumption by Vancity), and if RDN does not, within 60 days of the termination, elect by notice in writing to Vancity to purchase all of the Collateral for the fair market value thereof:

(a) Vancity may enter into Cedar Road's Facility and inspect, remove, or repossess the Collateral and may advertise and conduct a public auction or private sale of the Collateral; provided, however, that Vancity will repair, or pay the reasonable cost to repair, any damage to the Lands resulting from such inspection, removal, repossession, auction, or sale; RDN agrees that the entry by Vancity for this purpose shall not constitute taking possession thereof.

#### 6.4 Vancity Liability and Release

Other than as specifically set out herein, Vancity will not, pursuant to this Agreement, be obliged to exercise any of its rights, powers, or remedies under the Credit, the Security, or by statute, whether or not Vancity has exercised some of such rights, powers, and remedies, and whether or not Vancity has become entitled to exercise them.

Vancity assumes no liability to RDN under the Agreements unless and until Vancity gives an Assumption Notice. Thereafter, if Vancity completes an assignment to a third person or persons pursuant to and in accordance with the applicable provisions of the Agreements and this Agreement, Vancity shall be released from all liability and obligations to RDN under the Agreements accruing from and after completion of that assignment.

#### 6.5 Cedar Road Not Released

Nothing in this Agreement, and neither the giving of an Assumption Notice, nor any assignment pursuant to Section 6.1(b), releases Cedar Road from its obligations and liabilities to RDN under and in relation to the Agreements.

#### 6.6 Receiver Included

References in this section to Vancity include a Receiver appointed by or on behalf of Vancity.

### 7.0 NOTICE

7.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery; and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

If to RDN:

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

*LARRY GARDNER*  
Attention: ~~Ms. Carey McIver~~  
Fax No.: (250) 390-1542

If to Vancity:

5<sup>th</sup> Floor, 183 Terminal Avenue  
Vancouver, BC V6A 4G2

Attention: Manager  
Fax No.: (604) 877-8488

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement, or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **8.0 TERMINATION**

8.1 This Agreement, and all rights and liabilities among the parties hereunder, shall terminate upon the full and final discharge of all of the Security.

## **9.0 JURISDICTION**

9.1 Each party to this Agreement attorns irrevocably and unconditionally to the Courts of the Province of British Columbia. Notwithstanding the foregoing, Vancity acknowledges that upon an Assumption Notice being given, Vancity will become party to, and be bound by, the dispute resolution provision contained in the Agreements with respect to matters arising under the Agreements.

## **10.0 TIME**

10.1 Time is to be the essence of this Agreement.

## **11.0 BINDING EFFECT**

11.1 This Agreement will enure to the benefit of, and be binding upon the parties hereto and their respective successors and permitted assignees.

## **12.0 WAIVER**

12.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**13. AMENDMENT**

13.1 This Agreement may not be modified or amended except by the written agreement of the parties.

**14.0 ENTIRE AGREEMENT**

14.1 The whole agreement between the parties is set forth in this Agreement and no representations, warranties, or conditions, express or implied, have been made other than those expressed.

**15.0 COUNTERPART**

15.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**REGIONAL DISTRICT OF NANAIMO**, by its authorized signatory(ies):

**VANCOUVER CITY SAVINGS CREDIT UNION**, by its authorized signatory(ies):

Per: \_\_\_\_\_

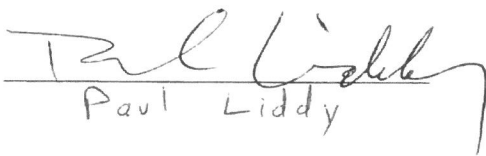
Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Acknowledged by:

**CEDAR ROAD BIOENERGY INC.**, by its authorized signatory(ies):

Per:   
Paul Liddy

Per: \_\_\_\_\_