

## LANDS ACT

Pursuant to sections 12 and 13 of the *Lands Act*, the Commissioner in Executive Council orders as follows:

1. For the purposes of the Lands Regulations, the Yukon lands described in Schedule A annexed hereto are hereby classified as special.

2. Despite anything to the contrary in the Lands Regulations, the Yukon lands referred to in section 1 may be disposed of only in accordance with the Agreement For Sale between the Government of the Yukon, of the first part, and Daniel Elwood Nowlan, Ulrike Leonore Nowlan, 11643 Yukon Inc., and Yukon Game Farm Ltd., of the second part, a signed copy of which is attached as Schedule B to this order.

3. Nothing in this order or in the Agreement referred to in section 2 derogates, or is to be interpreted or applied so as to derogate, from section 5 of the *Lands Act*.

Dated at Whitehorse, in the Yukon Territory, this 19th day of September, 1996.

\_\_\_\_\_  
Commissioner of the Yukon

## LOI SUR LES TERRES

Le Commissaire en conseil exécutif, conformément aux articles 12 et 13 de la *Loi sur les terres*, décrète ce qui suit :

1. Aux fins du Règlement sur les terres, les terres du Yukon décrites à l'annexe A ci-jointe sont, par les présentes, classées à titre de terres spéciales.

2. Malgré toute indication contraire au Règlement sur les terres, les terres du Yukon mentionnées à l'article 1 ne peuvent être aliénées qu'en vertu de la Convention de vente entre le gouvernement du Yukon, d'une part, et Daniel Elwood Nowlan, Ulrike Leonore Nowlan, 11643 Yukon Inc., et Yukon Game Farm Ltd., d'autre part, et dont une copie dûment signée est jointe au présent décret à titre d'annexe B.

3. Rien dans le présent décret ou dans la convention mentionnée à l'article 2 ne déroge ou ne peut être interprété ou appliqué de façon à déroger à l'article 5 de la *Loi sur les terres*.

Fait à Whitehorse, dans le territoire du Yukon, ce 19 septembre 1996.

\_\_\_\_\_  
Commissaire du Yukon

### SCHEDULE A

A parcel of land in the Yukon Territory, lying within Quad 105 D/14, situated near Takhini Hotsprings; more particularly described as follows:

COMMENCING at a survey monument, marked "9L1048, Q105D/14, 1979", on the easterly boundary of Lot 1048, Quad 105 D/14, as shown on a plan of survey registered under number 66594 in the Canada Lands Survey Records (C.L.S.R.), a copy of which is filed in the Land Titles Office (L.T.O.) at Whitehorse as 61046;

THENCE on a bearing of 61° 48' 00", a distance of 1600.200 metres to a point;

THENCE on a bearing of 151° 48' 00", a distance of 376.160 metres to a point;

THENCE on a bearing of 61° 48' 00", a distance of 225.600 metres to a point;

THENCE a bearing of 151° 48' 00", a distance of 1285.000 metres to a point;

THENCE on a bearing of 241° 48' 00", a distance of 1138.396 metres, more or less, to a point being on easterly boundary of Lot 11 (Remainder), as shown on a plan of survey registered under number 41151 in the Canada Lands Survey Records (C.L.S.R.), a copy of which is filed in the Land Titles Office (L.T.O.) at Whitehorse as 19351 L.T.O., distant 304.800 metres, more or less, from a survey monument marked "2L80, L11, G854, 1971", as shown on a plan of survey registered under number 58357 in the Canada Lands Survey Records (C.L.S.R.), a copy of which is filed in the Land Titles Office (L.T.O.) at Whitehorse as 39041;

THENCE northwesterly following the said easterly boundary, 304.800 metres, more or less, to said survey monument marked "2L80, L11, G854, 1971";

THENCE northeasterly following the southerly boundary of Lot 80, Group 854, as shown on said plan 58357 C.L.S.R., 39041 L.T.O., 310.896 metres, more or less, to a survey monument, shown on said plan 58357 C.L.S.R., 39041 L.T.O., marked "3L80, G854, 1971";

### ANNEXE A

La parcelle de terre sur le territoire du Yukon, dans le quadrilatère 105D/14, située près des sources chaudes Takhini, et décrite plus précisément comme il suit :

COMMENÇANT à la borne d'arpentage identifiée comme étant «9L1048, Q105D/14, 1979» à la limite est du lot 1048, quadrilatère 105 D/14, tel qu'indiqué sur un plan d'arpentage portant le n° 66594 des Archives d'arpentage des terres du Canada (A.A.T.C.), dont une copie a été versée aux dossiers du Bureau des titres de biens-fonds à Whitehorse sous le n° 61046;

DE LÀ, selon un relèvement de 61° 48' 00", sur une distance de 1 600,200 mètres, jusqu'à un point;

DE LÀ, selon un relèvement de 151° 48' 00", sur une distance de 376,160 mètres, jusqu'à un point;

DE LÀ, selon un relèvement de 61° 48' 00", sur une distance de 225,600 mètres, jusqu'à un point;

DE LÀ, selon un relèvement de 151° 48' 00", sur une distance de 1 285,000 mètres, jusqu'à un point;

DE LÀ, selon un relèvement de 241° 48' 00", sur une distance d'environ 1 138,396 mètres jusqu'à un point à la limite est du Lot 11 (Reliquat), tel qu'indiqué sur un plan d'arpentage sous le n° 41151 des Archives d'arpentage des terres du Canada (A.A.T.C.), dont une copie a été versée aux dossiers du Bureau des titres de biens-fonds à Whitehorse sous le n° 19351, à une distance d'environ 304,800 mètres de la borne d'arpentage marquée «2L80, L11, G854, 1971», tel qu'indiqué sur un plan d'arpentage enregistré sous le n° 58357 des Archives d'arpentage des terres du Canada (A.A.T.C.), dont une copie a été versée aux dossiers du Bureau des titres de biens-fonds à Whitehorse sous le n° 39041;

DE LÀ, vers le nord-ouest, le long de la limite est, à une distance d'environ 304,800 mètres jusqu'à la borne d'arpentage identifiée comme étant «2L80, L11, G854, 1971»;

DE LÀ, vers le nord-est, le long de la limite sud du lot 80, groupe 854, tel qu'indiqué sur le plan 58357 des A.A.T.C., 39041 aux dossiers du Bureau des titres de biens-fonds, à une distance d'environ 310,896 mètres jusqu'à la borne d'arpentage, indiquée au plan 58357 des A.A.T.C., 39041 des dossiers du Bureau des titres de biens-fonds, identifiée comme étant «3L80, G854, 1971»;

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DÉCRET 1996/146  
LOI SUR LES TERRES

THENCE northwesterly following the easterly boundary of said Lot 80, G854, 624.840 metres, more or less, to a survey monument, shown on said plan 58357 C.L.S.R., 39041 L.T.O., marked "4L80, G854, 1971";

THENCE southwesterly following the northerly boundary of said Lot 80, G854, 998.300 metres, more or less, to a survey monument, shown on said plan 66594 C.L.S.R., 61046 L.T.O., marked "10L1048, Q105 D/14, 1979";

THENCE northwesterly following the easterly boundary, of said Lot 1048, Quad 105 D/14, 731.520 metres, more or less, to the point of commencement;

SAVING AND EXCEPTING therefrom and reserving thereout, all mines and minerals, including hydrocarbons, whether solid, liquid or gaseous and the right to work the same; and further, saving and excepting therefrom and reserving thereout the beds of all bodies of water and the water rights connected therewith; and further saving and excepting therefrom and reserving thereout the right to subdivide the said parcel.

The said bearings being astronomic and derived from said plan 41151 C.L.S.R., 19351 L.T.O.

The said lands containing 211.5 hectares, more or less.

DE LÀ, vers le nord-ouest, le long de la limite est du lot 80, G854, sur une distance d'environ 624,840 mètres jusqu'à la borne d'arpentage indiquée au plan 58357 des A.A.T.C., 39041 des dossiers du Bureau des titres de biens-fonds, identifiée comme étant «4L80, G854, 1971»;

DE LÀ, vers le sud-ouest, le long de la limite nord du lot 80, G854, à une distance d'environ 998,300 mètres jusqu'à la borne d'arpentage, indiquée au plan 66594 des A.A.T.C., 61046 des dossiers du Bureau des titres de biens-fonds, identifiée comme étant «10L1048, Q105 D/14, 1979»;

DE LÀ, vers le nord-ouest, le long de la limite est du lot 1048, quadrilatère 105 D/14, à une distance d'environ 731,520 mètres, jusqu'au point de départ;

À L'EXCEPTION des mines et minéraux qui s'y trouvent, incluant les hydrocarbures, à l'état solide, liquide ou gazeux, ainsi que le droit de les exploiter; à l'exception également du lit de toutes les étendues d'eau et les droits d'utilisation des eaux qui s'y rattachent; à l'exception également du droit de subdiviser ladite parcelle.

Tous ces relèvements étant astronomiques et émanant du plan 41151 des Archives d'arpentage des terres du Canada, 19351 des dossiers du Bureau des titres de biens-fonds.

Ces terres contiennent environ 211,5 hectares.

**SCHEDULE B - ANNEXE B**

**AGREEMENT FOR SALE DATED JULY 31, 1996**

**BETWEEN:**

**GOVERNMENT OF YUKON as represented by  
the Executive Council Member Responsible for  
Community and Transportation Services  
(hereinafter called "Yukon")**

**OF THE FIRST PART**

**AND:**

**DANIEL ELWOOD NOWLAN ("Nowlan")  
ULRIKE LEONORE NOWLAN ("Ulrike"),  
11643 YUKON INC. (the "Company") and  
YUKON GAME FARM LTD. ("Game Farm")**

**OF THE SECOND PART**

**WHEREAS Yukon is the owner of the lands and premises totalling approximately 211.5 hectares presently leased to Nowlan by lease #2849-105D/14-4-539 (the "lease") of record at the Lands & Property Assessment Branch, Community and Transportation Services, Government of Yukon, and more particularly described in Schedule "A" annexed hereto (the "lands");**

**AND WHEREAS Yukon by an interim offer for the sale of land dated June 24, 1996, (the "offer") offered to sell to Nowlan the lands;**

**AND WHEREAS Nowlan by letter dated June 27, 1996 accepted the interim offer (the "acceptance");**

**AND WHEREAS Nowlan and Ulrike are the principal shareholders, directors and officers of the Company and the Game Farm;**

**AND WHEREAS Ulrike is the wife of Nowlan and is joined in this agreement as a designated purchaser of the lands as joint tenant with Nowlan, and in recognition of the provisions of the *Family Property and Support Act*, c. 63 R.S.Y.T. 1986 as amended;**

**AND WHEREAS the Game Farm operates a business as a game farm on the lands as well as on other lands and premises referred to in this agreement without a formal lease in respect thereof and executes this agreement in acknowledgment of the terms and conditions contained herein;**

**NOW THEREFORE by this agreement and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration including the mutual covenants contained herein, the parties by this agreement wish to finalize those matters, the subject of the interim offer as agreed to by Yukon and Nowlan as follows:**

1. Yukon shall, immediately forthwith upon completion and registration by Nowlan of a registrable plan of survey acceptable to Yukon and subject to applicable legislation and prepared and filed at the sole expense of Nowlan, and upon compliance with the other terms and conditions to be performed either by Nowlan, Ulrike, the Company or the Game Farm, as contained in this agreement, transfer title by notification to Nowlan and Ulrike of ownership in fee simple as joint tenants, subject always to a reservation prohibiting forever, subdivision of the lands.

2. As Nowlan and the Game Farm have possession of the lands pursuant to the lease, rental payments and other payments as due by Nowlan to Yukon pursuant to the lease shall be adjusted as of July 31, 1996, unless there is delay in completing performance of the conditions to be performed hereunder by Nowlan, Ulrike, the Company or the Game Farm, whereupon such rental and other payments shall be adjusted to the date of actual transfer pursuant to such notification of title, and other attendant costs of registering title to Nowlan and Ulrike including costs of registration at the Land Titles Office, shall be borne by Nowlan and Ulrike. Further, any outstanding lease payments, taxes and licensing fees owed to Yukon by any of the parties hereto whether pursuant to the lease or otherwise, shall be paid to and including July 31, 1996, or, as adjusted to such later date as provided for in this paragraph.

3. Yukon, Nowlan, Ulrike and the Company shall approve of a road right of way from the Hotsprings Road through lands owned or controlled by Nowlan, Ulrike and the Company as required to service the remainder of Lot eleven (11), Group Eight Hundred and Fifty Four (854), Yukon Territory, Plan 19351, (Lot 11) and the remainder of Lot 80, Group Eight Hundred and Fifty Four (854), Yukon Territory, Plan 39041 (Lot 80) and the lands. This road shall follow the route marked in yellow on Schedule "A" connecting from one of the Commissioner's roads shown on title YR35. Upon completion of the survey and registration at Land Titles, the expense of which is to be borne by Nowlan or the Company, Nowlan or the Company shall obtain transfer of this road right of way to Yukon and such transfer shall be at the expense of Nowlan or the Company.

4. The right of way referred to in paragraph 3 next preceding, except for any portion including current title YR35, shall be the subject of an exclusive license or permit to use similar to the form attached as Schedule "B", granted from Yukon to Nowlan or nominee for the price of One (\$1.00) Dollar per annum for a ten year period. Should Nowlan or the Company consolidate the lands with lots 11 and 80, presently owned by the Company, within ten years, this licence or permit to Nowlan or his nominee shall include an option to purchase the said right of way for One (\$1.00) Dollar nominal consideration. Nothing in the said license or permit or right of first refusal contemplated by this paragraph shall be intended to conflict with the prohibition against subdivision contained herein.

5. Nowlan and the Company shall withdraw all existing applications for subdivision of the remainder of Lot 11, and the remainder of Lot 80, as of record at Community Services Branch, Community and Transportation Services.

6. Pursuant to the Subdivision Act, Nowlan, Ulrike and the Company shall amalgamate that portion remaining of Lot 1075, Quad 105D/14, Plan 59312 at the time of obtaining

subdivision of approximately the southerly 2.49 hectares of the said lot, with the remainder of Lot 11.

7. Nowlan and the Company agree to a reservation by way of a prohibition with respect to the remainders of Lots 11 and 80 and as Lot 11 is affected by the amalgamation referred to in paragraph 6 next preceding, prohibiting subdivision of these lots for a 10 year period in the form of the Agreement annexed as Schedule "C" hereto.

8. Each party shall pay their own legal costs. Without limiting the foregoing, that is, the obligation of Nowlan or the Company to pay for all survey and legal registration costs attendant upon transfer of the lands, as referred to in paragraph 1, the road access referred to in paragraph 3, or the amalgamation referred to in clause 6, nothing shall limit the liability of Nowlan or the Company to pay for any other survey work or legal costs attendant upon the registration of any documentation required hereby, including Land Titles registration costs.

9. Upon completion of notification of title to Nowlan and Ulrike, Nowlan shall execute such assurances as required by Yukon to terminate the lease.

WHEREFORE THE PARTIES have executed this Agreement or the parties have executed this Agreement by their duly authorized officials in that regard effective the date first above written.


GOVERNMENT OF YUKON, as  
represented by the Executive Council  
Member responsible for Community  
and Transportation Services



Witness as to the signature of  
DANIEL ELWOOD NOWLAN



Daniel Elwood Nowlan

  
Witness  
LORNE N. AUSTRING  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7

Witness as to the signature of  
ULRIKE LEONORE NOWLAN



Witness  
LORNE N. AUSTRING  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7



Ulrike Leonore Nowlan

11643 YUKON INC.

~~per. President~~

L. Noue  
per. Secretary

YUKON GAME FARM LTD.

~~per. President~~

L. Noue  
per. Secretary


**LORNE N. AUSTRING**  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7


**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of Whitehorse, in the Yukon Territory,  
make oath and say as follows:

1. I was personally present and did see Daniel Elwood Nowlan and Ulrike Leonore Nowlan named in the annexed Agreement, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes names therein;
2. That the same was executed at Whitehorse, in the Yu,on Territory, and that I am the subscribing witness thereto;
3. That I know the said Daniel Elwood Nowlan and Ulrike Leonore Nowlan and each of them is in my belief of the full age of nineteen years.

SWORN BEFORE ME at Whitehorse in )  
the Yukon Territory this 6<sup>th</sup> )  
day of September, A.D. 1996. )  
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)  
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\_\_\_\_\_  
A Notary Public in and for the  
Yukon Territory

  
\_\_\_\_\_  
**LORNE N. AUSTRING**  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7



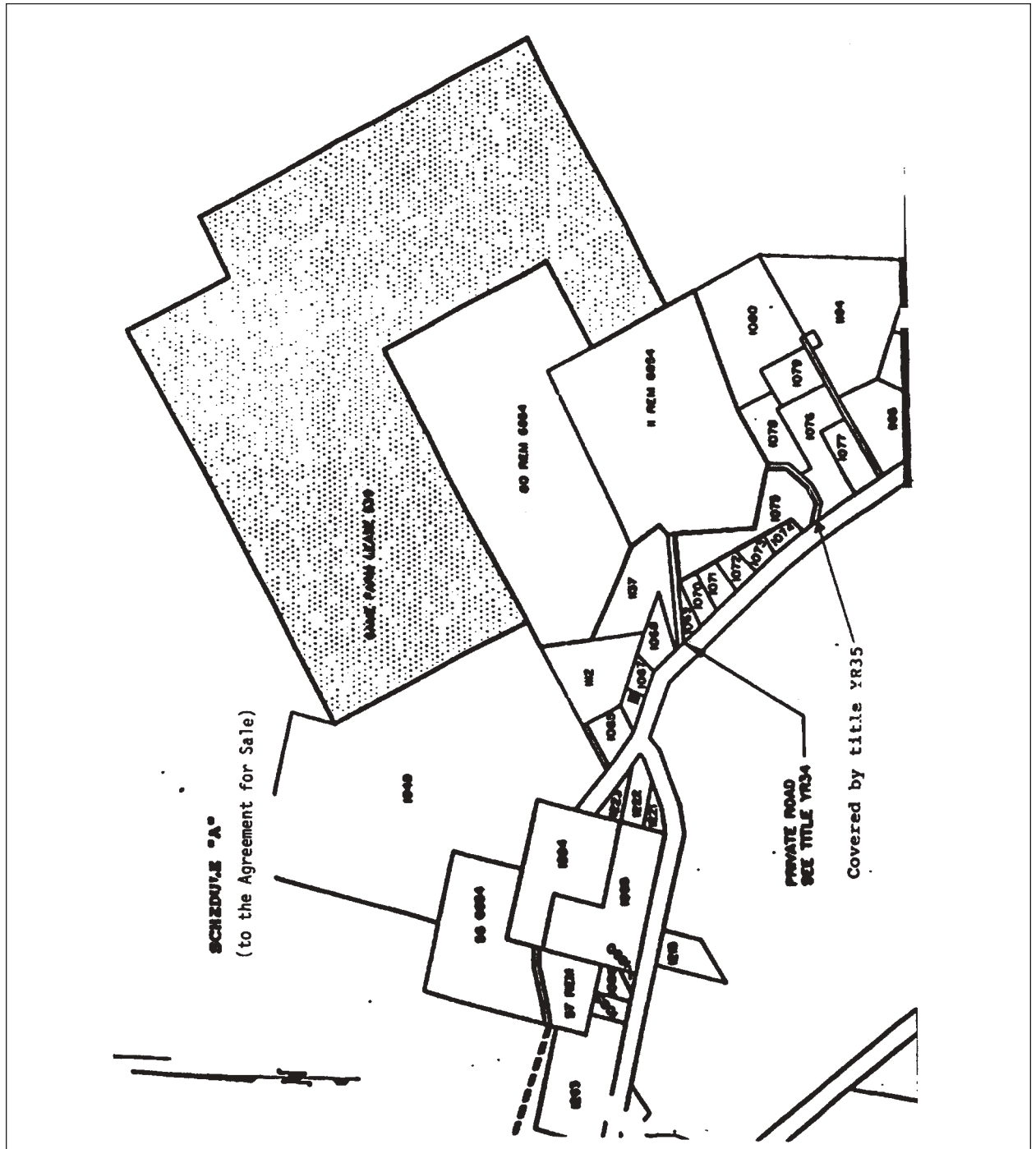
**PROOF OF EXECUTION BY CORPORATION**

I CERTIFY that on the 4th day of September, 1996, at the City of Whitehorse, in the Yukon Territory, Ulrike Leonore Nowlan who are personally known to me, appeared before me and acknowledged to me that she is the authorized signatory of Yukon Gam Farm Ltd. and 11643 Yukon Inc. (the "Corporations") and that she is the person who subscribed her name and affixed the seal of the Corporations to this Agreement for Sale dated July 31, 1996, that she was authorized to subscribe her name and affix the seal to it, and that the Corporations existed at the date the Agreement for Sale dated July 31, 1996 was executed by the Corporations.

IN TESTIMONY of which I set my hand and seal of office at Whitehorse, Yukon Territory this 4th day of September, 1996.



A Notary Public in and for  
the Yukon Territory



The Licensee may give notice in writing of a change of the above address by delivering it to:

Land Disposition Section  
Department of Community and Transportation Services  
Government of Yukon  
P.O. Box 2703  
Whitehorse, Yukon Y1A 2C6

Signed by the Licensee(s) at the City of Whitehorse in the Yukon Territory, Canada, this \_\_\_\_\_ day of \_\_\_\_\_, 1996, A.D.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Licensee:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Licensee:

Signed on behalf of the Executive Council member of the Yukon Territory at the City of Whitehorse in the Yukon Territory this \_\_\_\_\_ day of \_\_\_\_\_, 1996, A.D.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Perry J. Savoie

**Special Instructions:**

- sign sketch if attached
- affix seals of corporations
- complete affidavit if not signing under seal

SCHEDULE B - (To the Agreement for Sale)

**EXCLUSIVE LICENSE OF OCCUPATION:**

BETWEEN:

GOVERNMENT OF YUKON as represented by  
the Executive Council Member Responsible for  
Community and Transportation Services  
as represented by Perry J. Savoie

hereinafter called the "Licensor"

AND:

hereinafter called the "Licensee"

WITNESSETH that in consideration of the license fees and covenants paid, observed and performed and subject to the Territorial Lands Act and the Regulations made thereunder, and the Yukon Lands Act and the Regulations made thereunder, the Licensor grants unto the Licensee for a period of \_\_\_\_\_ years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 1996, A.D. a license to occupy the land described as follows:

hereinafter called "the land"

The Licensee and the Licensor covenant and agree to comply with and be bound by the following terms and conditions:

1. That the Licensee will pay to the Licensor, in advance, a one time fee of one dollars (\$1.00).
2. That the Licensee shall use the land solely for exclusive use.
3. That the Licensee will at all times conform to all applicable federal, territorial and local acts, ordinances, regulations and bylaws.
4. The Licensee will, during the said term pay all taxes, rates and assessments charged upon the land or upon the Licensee in respect thereof.
5. That the Licensee may not assign or transfer this license.

6. That the Licensee will not cut or damage any timber on the land or open, lay down or construct any roads or trails on or over the land or do any act to impair the natural beauty of the land except in the manner and to the extent that the Licensor may allow for the reasonable exercise of the rights granted under the license.
7. That the Licensee will construct, operate and maintain any installations constructed on the land in a good, workerlike and proper manner.
8. That the Licensor assumes no liability expressed or implied to provide access to the land.
9. That the Licensor is not responsible for the establishment on the ground of the boundaries of the land.
10. Unless a waiver is given in writing by the Licensor, the Licensor will not be deemed to have waived any breach, by the Licensee of any of the covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.
11. That the Licensee, within ninety days of the expiration of the term herein granted, or the date of termination of this license, shall at its own expense remove any improvements made to or structures affixed to or placed on the land and any chattels or other property placed on the land and shall restore the land to a condition satisfactory to the Licensor, and in the event the Licensee does not carry out such removals and restoration within the said ninety days, the Licensor may do so and recover the cost of so doing from the Licensee.
12. That the Licensee will at all times indemnify and save harmless the Licensor from and against all actions, claims, demands, costs and damages whatsoever that may be brought, made or sustained against the Licensor by reason of anything done or omitted to be done by the Licensee, its agents, servants or workers arising out of or connected with the granting of this license.
13. That this Agreement operates as an exclusive license only and does not confer any leasehold interest in the land.
14. That time shall in all respects hereof be of the essence.
15. This license enures to the benefit of and is binding upon the Licensor, its Successors, and the Licensee, its heirs, executors and administrators.
16. That all written notices respecting the land or the terms and covenants of this license shall be deemed to have been delivered when mailed to:

SCHEDULE "C" (To the Agreement for Sale)

**AGREEMENT PROHIBITING SUBDIVISION**

TAKE NOTICE that the undersigned owners (the "Covenantors") of the lands following hereby grant, covenant and agree with the Commissioner of the Yukon Territory, as represented by the Executive Council Member Responsible for Community and Transportation Services, Government of Yukon, (the "Covenantee"), in consideration of an Agreement for Sale dated July 31, 1996 between the Government of Yukon as covenantee and the undersigned as Covenantors, not to subdivide the lands following within a period of ten years from July 31, 1996:

The remainder of Lot Eleven (11),  
Group Eight Hundred Fifty Four (854)  
Yukon Territory  
Plan 19351

The remainder of Lot Eighty (80)  
Group Eight Hundred Fifty Four (854)  
Yukon Territory  
Plan 39041


That northerly portion of Lot 1075,  
Quad 105D/14, Plan 59312,  
to be consolidated with the remainder of Lot 11 aforesaid, containing approximately 2.94 hectares.

AND FURTHER, it is agreed and understood that for the purposes of this covenant subdivision shall mean a subdivision pursuant to the Subdivision Act, c.19, S.Y.T. 1994.

AND FURTHER, the Covenantors covenant with the Covenantee to observe and comply with the above restrictions. It is further agreed and understood that the above restrictions shall be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and the Covenantor further agrees to obtain from any subsequent purchaser or transferee from him a covenant to observe the restrictions herein set forth.

SIGNED, SEALED AND DELIVERED by the registered owners of the remainders of lot 11 and lot 80.

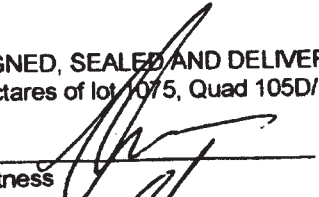
~~11643 Yukon Inc.~~

  
per: Daniel Elwood Nowlan, President

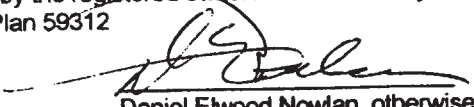
  
per: Ulrike Leonore Nowlan, Secretary/Treasurer

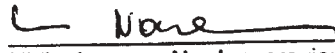
SIGNED, SEALED AND DELIVERED by the registered owners of the northerly 2.94 hectares of lot 1075, Quad 105D/14, Plan 59312

**LORNE N. AUSTRING**  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7

  
Witness

  
Witness

  
Daniel Elwood Nowlan, otherwise known as Daniel Nowlan

  
Ulrike Leonore Nowlan, previously known as Ulrike Schmigale

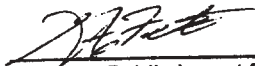
**LORNE N. AUSTRING**  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_ of the City of Whitehorse, in the Yukon Territory,  
make oath and say as follows:

1. I was personally present and did see Daniel Nowlan, otherwise known as Daniel Elwood Nowlan named in the annexed Agreement, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. That the same was executed at Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
3. That I know the said Daniel Nowlan, otherwise known as Daniel Elwood Nowlan and he is in my belief of the full age of nineteen years.

SWORN BEFORE ME at Whitehorse in )  
the Yukon Territory this 6<sup>th</sup> )  
day of September, A.D. 1996. )  
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\_\_\_\_\_  
A Notary Public in and for the  
Yukon Territory



\_\_\_\_\_  
**LORNE N. AUSTRING**  
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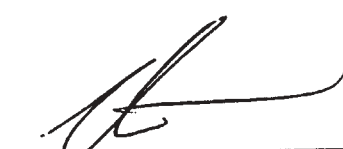
**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of Whitehorse, in the Yukon Territory,  
make oath and say as follows:

1. I was personally present and did see Ulrike Leonore Nowlan, otherwise known as Ulrike Schmigale named in the annexed Agreement, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes names therein;
2. That the same was executed at Whitehorse, in the Yu,on Territory, and that I am the subscribing witness thereto;
3. That I know the said Ulrike Leonore Nowlan, otherwise known as Ulrike Schmigale and she is in my belief of the full age of nineteen years.

SWORN BEFORE ME at Whitehorse in )  
the Yukon Territory this 6th )  
day of September, A.D. 1996. )  
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\_\_\_\_\_  
A Notary Public in and for the  
Yukon Territory

  
\_\_\_\_\_  
**LORNE N. AUSTRING**  
Barrister & Solicitor  
3081 Third Avenue  
Whitehorse, Yukon  
Y1A 4Z7