

Application for Registration

Privacy Act Statement

"This statement explains the purposes and use of your personal information. Only information needed to respond to program requirements will be requested. Collection and use of personal information is in accordance with the *Privacy Act*. In some cases, information may be disclosed without your consent pursuant to subsection 8(2) of the *Privacy Act*.

The collection and use of your personal information for this Statutory Declaration is authorized by sections 21 - 55 of the *Indian Act* <http://laws-lois.justice.gc.ca/eng/acts/i-5/> and is required for your participation.

We will use your personal information, your contact information, for the processing of the form. We share the personal information you give us with Bands (First Nation Governments) for whom AANDC tracks this. The information collected is described in Personal Information Bank "Monitoring and Compliance of Reserve Land Instruments", AANDC PPU 096, detailed at <http://www.aadnc-aandc.gc.ca/eng/1100100011039/1100100011040>, will be retained for a period of 30 years after the last administrative action and then transferred to Library and Archives Canada (LAC) as archival records.

As stated in the *Privacy Act*, you have the right to access your personal information and request changes to incorrect information. Contact our office (toll-free) at 1-800-567-9604 to notify us about incorrect information. For more information on privacy issues and the *Privacy Act* in general, you can consult the Privacy Commissioner at 1 (800) 282-1376.

Send Two Copies to:

**Aboriginal Affairs and Northern Development Canada
Indian Lands Registry
Terrasses de la Chaudiere
Ottawa, Ontario K1A 0H4
Attention: Registrar of Indian Lands**

<u>Registration Number</u> 5022735	<u>Received Date</u> 2017/09/29	<u>Regional File Number</u> 2017-0969
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NAME OF PARTIES TO INSTRUMENT	
<u>Name</u> RONALD MICHAEL DERRICKSON DOUGLAS NOLL THEODORE DERRICKSON	Grantor
<u>Name</u> SHELTER BAY PARTNERSHIP (Corporate Reg. No. FM0720020)	Grantee

Instrument Type	Lease 014
Instrument Date	2017/09/27
FN/SG Land Code	106.1
Purpose	RESIDENTIAL
Remarks	

LAND DESCRIPTION	
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 331 Canada Lands Surveys Record 76824
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 188 Canada Lands Surveys Record 76824

List of Supporting documentation (must be attached to document or a registration number quoted)

Applicant Email : _____ Band Email : _____

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Signature of Applicant	Tel. number of Applicant	email	Date
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Return To :

Registration Number _____

Registration Date: _____ and Time: _____

Signature of Registration Officer _____ Date _____

Comments _____

Clarification _____


Signature of Registration Officer _____ Date _____



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-02

APPROVED AS TO THE FORM BY THE
DIRECTOR OF LANDS PURSUANT TO THE
WESTBANK FIRST NATION LAND RULES

Signature: 
Date: Sept 28 2017


GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 25 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

PORRELLI LAW
#221-3011 Louie Drive
Westbank, BC V4T 3E3
Phone: (250) 768-0717
BMP/3588


Signature of Applicant, Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

PIN	LEGAL DESCRIPTION
900020263	Lot 331, CLSR Plan 76824, TIR No. 10
900020255	Lot 188, CLSR Plan 76824, TIR No. 10

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
LEASE	ENTIRE INSTRUMENT	TRANSFeree

4. TERMS: Part 2 of this Instrument consists of (select one only)

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Lease | <input type="checkbox"/> Agreement for Sale | <input type="checkbox"/> Licence |
| <input type="checkbox"/> Sublease | <input type="checkbox"/> Assignment of Mortgage | <input type="checkbox"/> Easement |
| <input type="checkbox"/> Assignment of Lease | <input type="checkbox"/> Discharge of Mortgage | <input type="checkbox"/> Modification of Lease |
| <input type="checkbox"/> Assignment of Sublease | <input type="checkbox"/> Permit | <input type="checkbox"/> Release |

Part 2 includes any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If discharge of mortgage or release is selected, the interest described in Item 3 is released or discharged from the land described in Item 2.

5. TRANSFEROR(S):*

RONALD MICHAEL DERRICKSON and DOUGLAS NOLL THEODORE DERRICKSON

6. TRANSFEREE(S): including occupation(s), postal address(es) and postal code(s)

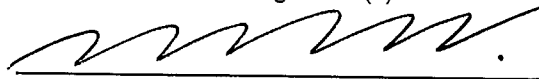
SHELTER BAY PARTNERSHIP (Corporate Registry No. FM0720020), of 202-45793 Luckakuck Way, Chilliwack, British Columbia, V2R 5S3

7. ADDITIONAL OR MODIFIED TERMS:

NIL

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the instrument described in Item 4.

Officer Signature(s)



MARTY R. WALES

BARRISTER & SOLICITOR

2nd Fl. - 1674 Bertram Street

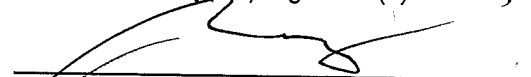
Kelowna, B.C. V1Y 9G4

Tel: (250) 763-3343 Fax: (250) 763-9524

EXECUTION DATE

Y	M	D
2017	09	27

Party(ies) Signature(s)



RONALD MICHAEL DERRICKSON
by his Attorney, Murray D. Glazier

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c. 116, to take affidavits for use in British Columbia.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

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EXECUTION DATE

Officer Signatures(s)

MURRAY D. GLAZIER
BARRISTER & SOLICITOR
2nd Floor - 1674 Bertram Street
Kelowna, B.C. V1Y 0G4
Ph(250) 763-3343 Fax(250) 763-9524

As to the signature(s)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1979 c. 116, to take affidavits for use in British Columbia.

Y	M	D
17	09	27
17		

Party(ies) Signature(s)

**DOUGLAS NOLL THEODORE
DERRICKSON**



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

BARRY M. PORRELLI
Barrister & Solicitor
#221 - 3011 LOUIE DRIVE
WESTBANK, BC V4T 3E3

Y	M	D
2017	09	19

SHELTER BAY PARTNERSHIP
by its authorized signatory:

Eric Van Maren

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1979 c 116*, to take affidavits for use in British Columbia.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

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[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

LAND LEASE

THIS LEASE dated for reference the ____ day of September, 2017 is made:

BETWEEN

RONALD MICHAEL DERRICKSON
and
DOUGLAS NOLL THEODORE DERRICKSON
all of 3561 Carrington Road
Westbank, BC V4T 3L8

(hereinafter called the "**Lessors**")

AND

SHELTER BAY PARTNERSHIP

(hereinafter called the "**Lessee**")

RECITALS

- A. The Lands leased under this Lease are part of Tsinstikeptum Indian Reserve No. 10.
- B. The Lessors are in lawful possession of the Lands hereinafter described under Certificates of Possession.
- C. The Lessors are authorized to grant this Lease pursuant to Part XI (the "**Land Rules**") of the Westbank First Nation Constitution proclaimed effective April 1, 2005 (the "**Constitution**") which sets out the principles, rules and administrative structures pursuant to which the First Nation will exercise authority and jurisdiction over the Westbank Lands.

In consideration of the rents, covenants and agreements reserved and contained in this Lease, the Parties covenant and agree as follows:

1. DEFINITIONS

(a) "**Affiliate**" means:

- (i) An affiliated body corporate as defined in the *Business Corporations Act* (British Columbia) and the regulations thereunder as amended from time to time; or
- (ii) Any person, firm or corporation which is not acting at arm's length to the Lessee, within the meaning ascribed to that expression in the *Income Tax Act* R.S.C., as amended from time to time.



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- (b) **"Applicable Laws"** means, in respect of the Lands, the Land Rules and any other applicable law, statute, by-law, ordinance, regulation or lawful requirement of the federal, provincial or municipal government or authority, the First Nation or First Nation Council or any public utility lawfully acting under statutory power.
- (c) **"Approved Mortgagees"** means all mortgagees of the leasehold interest herein granted or granted by a Sublessee of the Lessee and whose mortgages have been registered in the Registry.
- (d) **"Bank of Canada Review"** means the publication so titled that is published by the Bank of Canada on a monthly basis or any similar publication that is published by the Bank of Canada on at least a monthly basis as a replacement for the Bank of Canada Review and in which the per annum interest rate that is charged by Canadian chartered banks to their most creditworthy commercial borrowers from time to time are published.
- (e) **"Completion Date"** means the date this Lease is registered at the Registry.
- (f) **"Development Plan"** means the land use plan that is submitted to the First Nation Council as part of the land development process of the First Nation, including complete and detailed plans, design briefs, construction specifications, cost estimates and all other documents as may reasonably be required.
- (g) **"Director"** means the Director of Lands appointed by the First Nation pursuant to the Constitution or otherwise in accordance with Applicable Laws.
- (h) **"Environment"** means the air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
- (i) **"First Nation"** means the Westbank First Nation or any successor to the First Nation pursuant to a federal statute.
- (j) **"First Nation Council"** means the governing body of the First Nation, elected under the Constitution or otherwise in accordance with Applicable Laws.
- (k) **"Hazardous Substances"** means:
 - (i) explosives;
 - (ii) inflammable oils and materials; and
 - (iii) any substance which when discharged into the Environment is or is likely to injure, damage, or endanger land, water, property, animal or plant life or human health or safety.
- (l) **"Improvements"** means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any



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[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

time and from time to time situate on, under or above the Lands, including all equipment, machinery, apparatus and fixtures (other than trade fixtures) forming part of or attached to the improvements and all alterations, removal, additions to, replacements and substitutions of the Improvements.

(m) **"Lands"** means

PIN: 900020263

Lot 331, CLSR Plan 76824, TIR No. 10

and:

PIN: 900020255

Lot 188, CLSR 76824, TIR No. 10

(n) **"Lease"** means this Indenture of Lease.

(o) **"Minerals"** means ore of metal and every natural substance that can be mined and that:

- (i) occurs in fragments or particles lying on or above or adjacent to the bedrock source from which it is derived, and commonly described as talus; or
- (ii) is in the place or position in which it was originally formed or deposited, as distinguished from loose, fragmentary or broken rock or float which by decomposition or erosion of rock, is found in wash, loose earth, gravel or sand, and includes coal, petroleum and all other hydrocarbons; regardless of gravity and howsoever and wheresoever recovered, natural gas, building and construction stone, limestone, dolomite, marble, shale, clay, sand and gravel.

(p) **"Nutrient"** means any substance or combination of substances defined as a nutrient under the Canadian Environmental Protection Act 1999 as amended or replaced from time to time.

(q) **"Owner Association"** means a society incorporated by or on behalf of the Lessee pursuant to the laws of British Columbia, of which all of the members may, subject to subparagraph 7.4(e) be comprised of the Lessee, nominees of the Lessee and all Sublessees and which is at all times controlled by the Lessee or the Sublessees.

(r) **"Party"** means a party to this Lease and **"Parties"** means all of them.

(s) **"Person"** includes any individual, partnership, association or corporation.



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[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

- (t) **"Premises"** means and includes the Lands and the Improvements and every reference in this Lease to the Premises includes a reference to every part of the Lands or the Premises, as the context may require.
- (u) **"Prime Rate"** means, for any particular calendar month the per annum interest rate that is charged by Canadian chartered banks to their most creditworthy commercial borrowers in effect upon the last Wednesday of the month as the rate is ascertained and published for the month in the Bank of Canada Review, or if more than one such rate is published for the last Wednesday of the month, the average of all such rates or if another day or other days are substituted for the last Wednesday of the month in the Bank of Canada Review, the rate or the average of all rates published for the day or days substituted for the last Wednesday of the month.
- (v) **"Registry"** means the Register of Westbank Lands established by Canada and held in Ottawa, Ontario or successor registry for the Westbank Lands established in accordance with Applicable Laws.
- (w) **"Remedial Plan"** means a plan prepared by the Lessee at the sole expense of the Lessee and designed to remove, eliminate, limit, correct, counteract, or mitigate the negative effects of a Hazardous Substance which has been discharged upon the Premises or any part thereof in such fashion that the land, water, property, animal or plant life, or human health and safety are or are likely to be injured, damaged or endangered.
- (x) **"Rent"** means the rent described in Article 5 hereof.
- (y) **"Reserve"** means the Tsinstikeptum Indian Reserve No. 10 of the First Nation.
- (z) **"Subleased Lands"** means that portion of the Lands included in a sublease granted pursuant to this Lease.
- (aa) **"Sublessee"** means any sublessee of the Lands whose sublease has been registered in the Registry.
- (bb) **"Term"** means the period commencing on the Completion Date and expiring on October 1, 2142.
- (cc) **"Toxic Substance"** means any substance defined as a toxic substance under the Canadian Environmental Protection Act 1999 as amended or replaced from time to time.
- (dd) **"Westbank Lands"** has the meaning ascribed to it in the Westbank First Nation Constitution.



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2. THE DEMISE

- 2.1 The Lessors hereby lease to the Lessee the Lands, excepting and reserving unto the Lessors all Minerals upon or under the Lands, and except as otherwise provided herein, free and clear of all liens, charges and encumbrances, TO HAVE AND TO HOLD the Lands unto the Lessee for the Term, yielding and paying the Rent as hereinafter provided, and subject to the terms, conditions, provisos, exceptions and reservations contained in this Lease.
- 2.2 The Lessee acknowledges that this Lease is subject to Applicable Laws.

3. MINERALS

- 3.1 The granting of this Lease does not grant any interest in the Minerals or natural resources under the Lands.

4. USE OF LANDS

- 4.1 The Lands may be used for any lawful purpose in accordance with Applicable Laws, as they are amended from time to time.

5. RENT

- 5.1 The Rent payable for the Term will be **\$7,000,000.00** payable as follows:
- (a) \$1,850,000.00 on the Completion Date (being the Rent due of \$2,000,000.00 less \$150,000.00 as compensation pursuant to that certain Land and Infrastructure Agreement dated August 31, 2017);
 - (b) \$1,000,000.00 on each anniversary of the Completion Date, together with interest calculated at 4% per annum compounded semi-annually on the unpaid balance of Rent;
 - (c) The balance of Rent together with interest as aforesaid upon the earlier of:
 - (i) commencement of construction (specifically, the commencement of site servicing); or
 - (ii) the 3rd anniversary of the Completion Date.
- 5.2 Be it always provided that the Lessee shall have the right at any time to prepay all or a portion of the Rent outstanding, with accrued interest, without notice, bonus or penalty.
- 5.3 The Lessors acknowledges that upon receipt of the Rent in full in accordance with Section 5.1 no other rent of any kind will be payable by the Lessee for the Lands during the Term.



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6. ASSIGNMENT

- 6.1 Once the Rent in Section 5.1 has been fully paid, the Lessee may assign this Lease or any portion thereof without the consent of the Lessors. Until then the Lessee may not assign this Lease without the consent of the Lessors, such consent not to be unreasonably withheld, unless to an Affiliate in which case consent is not required.
- 6.2 The Lessee will obtain from any proposed assignee a written agreement whereby the assignee covenants and agrees that it will observe and perform all of the covenants and agreements to be observed or performed by the Lessee under this Lease.
- 6.3 The assignment of this Lease by the Lessee will not relieve and discharge the Lessee from his obligations or liabilities under this Lease except to the extent such obligations are assumed in writing by the assignee.
- 6.4 The Lessee may subdivide the Lands, and once the Rent set out in Section 5.1 has been fully paid, assign leasehold interests in portions of the Lands without the consent of the Lessors. The Lessors will, without payment of further rent or other consideration, promptly and without delay, sign such modifications of lease or replacement headleases as are required to facilitate the Lessee effecting any subdivision or making an assignment. The Lessee will reimburse the Lessors for any reasonable expenses required by the Lessors to comply with his obligation pursuant to this Section 6.4.
- 6.5 No assignment will be valid unless it includes the following provisions:
- (a) the assignee is bound by all terms of this Lease;
 - (b) in the event of conflict between the terms of this Lease and the assignment, the terms of this Lease will govern; and
 - (c) the assignment must be registered in the Registry.

7. SUBLETTING

- 7.1 The Lessee may sublet any part of the Premises without the consent of the Lessors.
- 7.2 Any sublease of the Premises will include the following provisions:
- (a) a sublease may be for any period up to one day before the expiration of the Term of this Lease, and not beyond;
 - (b) a sublease will be expressly subject and subordinate to this Lease and to the rights of the Lessors hereunder; and
 - (c) a sublease will oblige the Sublessee not to do anything in contravention of this Lease.



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[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

- 7.3 Sublessees may assign and sublet all or portions of the Premises and mortgage their respective subleases without the consent of the Lessors.
- 7.4 In the event the Lessors are in a position to declare the Term herein ended and cancel this Lease pursuant to the provisions of Article 34 the Lessee shall execute an assignment of the Lease for the unexpired Term to the Owner Association prior to any such declaration or cancellation and the Lessors shall execute any documentation necessary to give effect to such Assignment of Lease despite any act, omission or default of the Lessee under this Lease, subject to the following conditions:
- (a) the Lessors are in a position to cancel this Lease pursuant to the provisions of Article 34;
 - (b) the Owner Association is in good standing;
 - (c) if applicable the Approved Mortgagee is owner of a mortgage registered against inter alia the Lands in which case the assignment shall be subject to such mortgage;
 - (d) all other monies due and payable pursuant to this Lease are paid in full to the date of the Assignment of this Lease to the Owner Association;
 - (e) Upon an assignment of the Lease, the Lessee, and any nominees of the Lessee, will automatically and without further action on their behalf or by the Owner Association, cease to be members of the Owner Association;
 - (f) Rent for the Lands has been paid in full pursuant to Section 5.1.

For clarity, the Owner Association can be created at a later date and need not be in existence at the time the Lessors are in a position to declare the Term ended.

- 7.5 Subject to Section 7.4, it is hereby provided the Sublessees may peaceably and quietly possess, hold and enjoy the Subleased Lands during the term of the Lease and their sublease without interruption or disturbance by the Lessors, or anyone claiming under it, despite any default by the Lessee of its obligations hereunder.
- 7.6 In the event the Lessee or Lessors refuse or neglect to execute an Assignment of Lease to the Owner Association or an Approved Mortgagee as required herein, the Director is irrevocably authorized for and on behalf of the Lessee or Lessors to execute the Assignment of Lease and such other documents as are required (if any) to be signed by the Lessee or Lessors to give effect to the provisions of section 7.4 or 9.3 as the case may be.
- 8. NON DISTURBANCE**
- 8.1 The Lessors hereby covenant, to and in favour of the Lessee and to and in favour of and for the benefit of every Sublessee, mortgagee, licensee, permittee, or holder of any other interest in the Lessee's leasehold estate hereunder or in any interest derived therefrom (each of which parties is herein called an "Interested Party"), that if this Lease is cancelled for any reason whatsoever prior



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to the expiration of the Term or if any rights of the Lessee hereunder are cancelled, suspended or interfered with for any reason whatsoever, the Lessors will not disturb or interfere with the possession, interest or rights of any such Interested Party in respect of the Lands during the Term provided that such Interested Party observes and performs for and in favour of the Lessors, their covenants and obligations contained in its Sublease, mortgage, licence, permit, concession or other instrument under which such Interested Party's interest in respect of the Lands arises subject to the proviso that the covenants and obligations cannot be inconsistent with the covenants and obligations of the Lessee herein to the Lessors or which create a liability or payment obligation (i.e. property taxes, utilities, insurance) on the Lessors. The Lessors will sign such non-disturbance agreements as may be reasonably requested, but subject always to payment of the Lessors' reasonable legal and consulting costs without delay, to confirm the Lessors' agreements relating hereto.

- 8.2 Notwithstanding anything to the contrary herein, the Lessors hereby covenant, to and in favour of and for the benefit of every Sublessee, that should any Sublessee require a new lease directly from the Lessors upon the cancellation of the Lease for any reason prior to the expiry of the Term the Lessors will grant to such Sublessee a new lease on the same terms as contained in any sublease held by such Sublessee in the Lands provided that such new lease shall be for nominal consideration only not exceeding the sum of \$10.00 and provided also that the default in respect of which the Lease is cancelled has been cured in relation to that part of the Lands comprised by the sublease held by such Sublessee and subject to the proviso that the covenants and obligations contained in the new lease to be issued shall not be inconsistent with the covenants and obligations of the Lessee herein to the Lessors as they relate to the Subleased lands and subject also to the proviso that the terms of the said new leases shall contain such arrangements as are reasonably required to ensure that the new leases make appropriate arrangements for the use, maintenance and payment for all common parts and facilities or infrastructure required for the use and occupation of the lands demised by the said new leases. Any new lease granted shall be granted subject to the interests of any Approved Mortgagee of Sublease to reflect the interests, and rights of the Approved Mortgagee of Sublease prior to the termination of the Lease or the request for the grant of the new lease as appropriate. Further the reasonable legal and consulting costs of the Lessors required to issue such lease shall be payable by the party to whom the new lease is to be granted.
- 8.3 Notwithstanding anything contained to the contrary herein, the Lessors agree that if at any time the Lease is terminated, forfeited, surrendered or otherwise cancelled for any reason whatsoever, the Lessors will give the Approved Mortgagee of the Lease (the "Lender") written notice thereof and, if the Lender is owed money by the Lessee under its mortgage of the lease, the Lender will have 30 days thereafter to give the Lessors written notice that it requires the Lessors to grant it a new lease of the Lands on the same terms and conditions as the Lease (except for rent previously paid by the Lessee) for the unexpired term of the Lease and if the Lender gives such notice, the Lessors will grant the Lender or a nominee designated by the Lender a new lease on such terms and conditions within 15 days of receipt of such notice from the Lender and the new lease will have effect from the time of the termination, forfeiture, surrender or other cancellation of the Lease. Such new ground lease shall be granted on the condition that the Lender shall also recognize any subleases granted pursuant to the Lease as of the effective date of the new ground lease and covenant not to disturb such subleases provided the subtenants thereof are in compliance with the terms of such subleases.



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8.4 The Lessors hereby covenant and agree with the intention that such covenant and agreement shall be enforceable by any Interested Party that the provision of the Lease expressed to be for the benefit of any Interested Party shall be and enure for the benefit of any Interested Party and shall be fully enforceable by any Interested Party notwithstanding that such Interested Party is not privy to the terms of the Lease and the Lessors shall not do anything or make any argument to prevent or obstruct whether directly or indirectly any Interested Party in taking the benefit of and enforcing the provisions of the Lease expressed to be for the benefit of any Interested Party based upon the fact that such Interested Party is not privy to the terms of the Lease.

9. MORTGAGE

9.1 The Lessee may mortgage the whole or any part of its interest in this Lease by any means without the consent of the Lessors. The Lessors confirm that any mortgagee of any interest in the leasehold estate may enforce its security to the fullest extent and acquire the leasehold estate in any lawful way and, by its representative or a receiver, as the case may be, and subject to Section 9.2, take possession of and manage the Lands and sell or assign or sublet the Premises without notice to the Lessors and without the necessity of obtaining any consent from the Lessors.

9.2 Notwithstanding anything else in this Lease, any mortgage will be subject to the following conditions:

- (a) if the mortgagee takes possession of the Premises or acquires the Lessee's equity of redemption then the mortgagee will perform and observe all the Lessee's covenants and agreements under the Lease while in possession of the Premises and until the Lease is duly assigned to an assignee as provided in Section 9.2(b) below;
- (b) the mortgagee will cause any assignee of the leasehold interest under an assignment to agree in writing to assume, perform and observe all the Lessee's covenants and agreements under the Lease, and upon delivery to the Lessors of such assumption agreement, the mortgagee will be deemed to be released from any and all obligations hereunder; and
- (c) the mortgagee of the Lessee's interest (excluding a mortgagee of a Sublessee's interest) shall covenant not to disturb any Sublessee's rights or extend its charge over any such Sublessee's interest in a sublease once such interest arises.

9.3 In the event the Lessors are in a position to declare the Term herein ended and cancel this Lease pursuant to the provisions of Article 34 the Lessee shall prior to any such declaration or cancellation execute an assignment of the Lease for the unexpired Term of the Lease to an Approved Mortgagee or its assignee, and the Lessors shall execute any documentation to give effect to such Assignment of Lease and further shall attend to the immediate registration of the Assignment of the Lease despite any act, omission or default of the Lessee under this Lease, subject to the following conditions:

- (a) the Lessors are in a position to cancel this Lease pursuant to the provisions of Article 34;



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- (b) the Owner Association shall not have elected to take an assignment of the Lease subject to the mortgage of the Approved Mortgagee;
- (c) the Approved Mortgagee is owner of a mortgage registered against inter alia the Lands; and
- (d) all the monies due and payable pursuant to this Lease are paid in full to the date of the assignment of this Lease to an Approved Mortgagee.

9.4 The Lessors shall consent to such modifications of this Lease as may be necessary to satisfy the reasonable requirements of Canada Mortgage and Housing Corporation leasehold lending provisions, subject always to the payment of the Lessors' reasonable legal and professional costs relating thereto, provided such modifications have no material adverse impact on the value or security of the Lessors' interest.

10. REGISTRATION

10.1 The Lessee will provide the Registry with the appropriate number of copies of every document to be registered with respect to a disposition of the leasehold estate referred to in Articles 6 or 9. These copies will be originally executed copies and must be in a form acceptable for registration in the Registry.

10.2 Neither the granting of this Lease nor anything contained in it will be construed as an agreement or assurance that this Lease or any assignment, sublease, mortgage or other disposition of the leasehold estate can or may be registered in a provincial land title or registry office.

11. UTILITIES

11.1 The Lessee is responsible for providing at its expense all services and facilities required by it for use of the Premises.

11.2 Without limiting the generality of the foregoing the Lessee and/or the Sublessees will pay for all water, gas, telephone, light, power, heat, air-conditioning, sewer and garbage disposal services and facilities for use of the Premises.

11.3 No interruption of any service or facility provided to the Premises will be deemed to be a disturbance of the Lessee's enjoyment of the Premises or render the Lessors liable for injury to or in damages to the Lessee or relieve the Parties from their obligations under this Lease.

12. TAXES

12.1 The Lessee will pay on or before the due date in each and every year during the Term all applicable taxes, trade licences, rates, levies, duties and assessments of any kind lawfully imposed by any competent authority, whether in respect of the Premises, fixtures, machinery, equipment or business relating to the Premises or in respect of occupation of the Premises by anyone.



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12.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 12.1, the Lessee may at its expense, contest or appeal the validity or amount of any tax, trade licence, rate, levy, duty or assessment PROVIDED that the Lessee commences any proceedings to contest or appeal the validity or amount forthwith and continues with the proceedings with reasonable diligence.

12.3 The Lessee will, upon written request by the Lessors, provide the Lessors with copies of official receipts of the competent authority or other proof satisfactory to the Lessors, acting reasonably, evidencing payment of taxes, trade licences, rates, levies, duties or assessments payable with respect to the Premises.

13. COMPLIANCE WITH LAWS

13.1 The Lessee, acting reasonably and at its expense, will observe and perform all of its obligations and all matters and things necessary or expedient to be observed or performed by it in connection with the Premises in accordance with Applicable Laws.

13.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 13.1, the Lessee may at its expense, contest or appeal the enforceability or validity of any of the Applicable Laws, PROVIDED that the Lessee commences any proceedings to contest or appeal the enforceability or validity thereof or any cost associated therewith forthwith and continues with the proceedings with reasonable diligence.

14. NUISANCE

14.1 The Lessee will not cause, permit or suffer any nuisance at the Premises.

14.2 Without limiting Section 14.1, the Lessee will, upon written notice from the Lessors, use reasonable commercial efforts to abate any nuisance within its control and arising directly or indirectly out of the use or occupation of the Premises by the Lessee or someone else for whom the Lessee is responsible in law.

14.3 The normal carrying on at any time by the Lessee of a lawful use as contemplated in Section 4.1 to the standards required of it under any provision of this Lease will not be considered a nuisance for the purposes of this Article 14.

15. WASTE

15.1 The Lessee will not cause, permit or suffer the commission of any waste on the Lands.

15.2 The Lessee will not cause, permit or suffer the removal of any sand, gravel, topsoil, or other material constituting part of the Lands except as required by construction and installations permitted by this Lease and otherwise except in compliance with Applicable Laws, in which case, removal will not constitute waste.



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16. RUBBISH

- 16.1 Without limiting Article 14, the Lessee will not cause, permit or suffer any rubbish or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the uses permitted by Article 4, by construction or installations permitted by this Lease or as permitted in writing by the Lessors, acting reasonably.

17. ENVIRONMENTAL STANDARDS

- 17.1 Without limiting the generality of Article 13, the Lessee will at all times conduct all business or activities on the Premises in compliance with all Applicable Laws.

18. NO CONTAMINANTS

- 18.1 Without limiting the generality of Article 13, no Toxic Substances or Nutrients will be used, emitted, discharged or stored on the Premises or any adjacent land by the Lessee, its officers, directors, invitees, agents, employees or Sublessee except in strict compliance with all Applicable Laws; and the Lessee will immediately give written notice to the Lessors and First Nation Council of the occurrence of any event in or on the Premises constituting an offence thereunder or being in breach thereof and, if the Lessee will, alone or with others, cause or permit the happening of such event, the Lessee will, at its own expense:

- (a) promptly remove the Toxic Substances or Nutrients from the Premises in a manner which conforms with all such Applicable Laws; and
- (b) provide all bonds or securities reasonably required by the Lessors or government authority having jurisdiction;
- (c) if requested, obtain at the Lessee's expense, from an independent consultant designated or approved by the Lessors, acting reasonably, verification of the complete and proper removal of the Toxic Substances or Nutrients from the Premises or, if such is not the case, reporting as to the extent of any failure of this Article 18; and
- (d) assume full responsibility for all damages to adjacent land and water caused by any such discharge of Toxic Substances or Nutrients which originated on and whose source is the Premises.

Be it always provided, to the best of the Lessors' knowledge and belief the Lands as of the date of this Lease contain no Toxic Substances, Nutrients or Hazardous Substances.

19. COSTS ASSOCIATED WITH MITIGATION OF ENVIRONMENTAL IMPACTS

- 19.1 The Lessee will, at its own expense, remedy any damage to the Lands caused by the performance of the Lessee's obligations under Article 18.



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19.2 The Lessee will implement the appropriate technology, design or repair to mitigate anticipated or remediate actual adverse environmental impacts attributable to the Lessee's use of the Premises immediately following discovery or notice thereof by the Lessee. Further, the Lessee will permit the Lessors' representatives and the representatives of the First Nation Council to enter onto the Premises at all reasonable times and on reasonable prior written notice, to inspect and monitor the Lessee's activities in the course of mitigation and to ensure that the Lessee has taken reasonable steps to mitigate any reasonably anticipated or actual adverse impacts attributable to the Lessee on the Environment to the satisfaction of the Lessors. The Lessee may require that a representative of the Lessee be present.

20. POSSESSION OF HAZARDOUS SUBSTANCES, TOXIC SUBSTANCES AND NUTRIENTS

20.1 If the Lessee brings or creates upon the Premises or permits the bringing or creating thereon any Hazardous Substance, Toxic Substance or Nutrient or if the conduct of the Lessee's business will cause there to be any Hazardous Substances, Toxic Substances or Nutrients upon the Lands or the Premises notwithstanding any rule of law to the contrary, such Hazardous Substance, Toxic Substance or Nutrient will be and remain the sole and exclusive property of the Lessee and will not become the property of the Lessors or the First Nation notwithstanding the degree of fixation of the Hazardous Substance, Toxic Substance or Nutrient or the goods containing the Hazardous Substance, Toxic Substance or Nutrient to the Premises and notwithstanding the expiry or earlier termination of this Lease.

21. SURVIVAL OF OBLIGATIONS

21.1 The obligations of the Lessee pursuant to Articles 17, 18 and 19 will survive the expiry or earlier termination of this Lease, save only that, to the extent that the performance of these obligations requires access to or entry upon the Premises or any part thereof after the expiration or earlier termination of this Lease, the Lessee will be afforded reasonable entry and access for purposes at such times and upon such terms and conditions as the First Nation Council may from time to time reasonably specify in writing. If the Lessee, despite being afforded reasonable opportunities to perform such obligations, fails to do so, the Lessors may, at the Lessee's expense, by the Lessors' officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessors will have no obligation to the Lessee to complete such work.

22. ALTERATIONS AND ADDITIONS

22.1 The Lessee will not erect Improvements, alter, remove, add to, replace, or make substitutions for the Improvements except in compliance with Applicable Laws.

23. NEW IMPROVEMENTS

23.1 The Lessee will not construct any new buildings, structures or other Improvements on, under or above the Lands except in compliance with Applicable Laws.



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24. REPAIR OF PREMISES

- 24.1 The Lessee will be solely responsible, in compliance with Applicable Laws, for the erection of any Improvements on the Lands and for the condition, operation, repair, replacement, maintenance and management of the Premises.

25. SIGNS

- 25.1 The Lessee will have the right, without the consent of the Lessors, to erect or exhibit signage, in accordance with Applicable Laws, in and about any portion of the Premises in conjunction with any lawful purpose described or contemplated in Article 4.

26. LIABILITY INSURANCE

- 26.1 The Lessee will forthwith effect and maintain at its expense comprehensive general liability insurance (the "Liability Insurance") with the Lessors as an additional insured, against claims for personal injury, death or property damage or loss occurring at or about the Premises.
- 26.2 The Liability Insurance will provide protection in an amount of not less than \$5,000,000.00 for any one occurrence or to such other reasonable amount as the Lessors may notify the Lessee in writing from time to time.

27. PROPERTY INSURANCE

- 27.1 If applicable the Lessee, acting reasonably, will effect and maintain at its expense property insurance insuring the Improvements against loss or damage by fire and other perils under customary supplementary coverage.

28. INSURANCE PROVISIONS

- 28.1 Every insurance policy required under this Lease will to the extent that it is obtainable contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving each of the insureds at least 15 days prior written notice.
- 28.2 Notwithstanding the foregoing all insurance obligations of the Lessee shall be waived during such time as title to the Lands is held by Canada Mortgage and Housing Corporation in the event that it has granted or insured a mortgage and subsequently acquired title to the Lands by reason of the default of the Lessee.

29. INSURANCE VALIDATION

- 29.1 The Lessee will not do, permit or suffer anything to be done at the Premises which might cause any policy of insurance required by this Lease to be invalidated or cancelled, and the Lessee will comply forthwith with every lawful notice in writing from the Lessors or any insurer requiring the execution of works or discontinuance of any use of the Premises in order to avoid invalidation or cancellation of any insurance.



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- 29.2 The Lessee releases the Lessors, their respective officers, employees, agents or contractors, from all liability from loss or damage caused by or resulting from any of the perils or an injury against which the Lessee has covenanted in this Lease to insure except if the loss, damage or injury arises out of the negligence or omission of the Lessors, or their respective officers, agents, employees or contractors, even though the Lessee has failed to so insure.
- 29.3 The Lessee will, upon request, deliver certificates of the insurance evidencing every policy of insurance that is required by this Lease immediately after the insurance is effected and will, upon request, deliver a certificate of renewal that the insurance has been renewed or replaced at least ten (10) days before the expiry of any policy of insurance in force.
- 29.4 The Lessee will, upon written request, deliver a certified copy of every insurance policy taken out by the Lessee with respect to the Premises.

30. REINSTATEMENT OF DAMAGED PREMISES

- 30.1 Where the Lessee determines to restore or repair damage to the Premises, such restoration or repair will be carried out in good and workmanlike manner and with reasonable diligence and in compliance with Applicable Laws.
- 30.2 The Lessee, prior to commencing any work of restoring, rebuilding or replacing the Improvements, in whole or in part, will remove or screen unsightly rubble and debris resulting from damage or destruction and will keep the Lands in safe and secure condition. If the Lessee fails to perform such obligations in any material respect, the Lessors may, at the Lessee's expense, by the Lessors' officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessors will have no obligation to the Lessee to complete such work.

31. BUILDINGS, FIXTURES AND CHATTELS

- 31.1 Ownership of any Improvements will vest in the Lessee or any sub-tenant, licensee, permittee or franchisee of the Lessee, as the case may be, for and during the Term, notwithstanding any rule or law to the contrary. Notwithstanding the foregoing, the Lessors will be entitled, on written notice to the Lessee delivered prior to the commencement of the last year of the Term, to require the Lessee to remove some or all its Improvements from the Lands upon expiry of the Term and leave the Lands in a clean and safe condition.
- 31.2 The Lessee will pay all costs and expenses incurred in the removal and disposal of the Improvements and in making good all damage caused to the Lands by the removal thereof forthwith upon demand. The Lessors will not be responsible to the Lessee or any Sublessee for any loss suffered by the Lessee or any Sublessee as a result of the removal or the disposal of any Improvements, moveable goods, chattels or tenant's fixtures and Improvements which the Lessee fails to remove in accordance herewith.



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32. INDEMNITY

32.1 The Lessee will indemnify and save harmless the Lessors from all liability, loss, costs, claims, demands, expenses, actions, damages, suits and other proceedings, whatsoever (excluding consequential, indirect or punitive damages), arising out of or related to any breach of a Lessee's covenant or for personal injury, death or property damage or loss arising out of or related to any act or omission of the Lessee, its officers, employees or agents or any person for whom the Lessee is responsible.

33. QUIET ENJOYMENT

33.1 The Lessee, by paying the Rent and observing and performing its covenants in this Lease, may peaceably and quietly possess, hold and enjoy the Lands during the Term without any interruption or disturbance by the Lessors or anyone claiming by or through either of them.

34. FORFEITURE

34.1 If the Lessee:

- (a) Fails to pay the Rent when due under this Lease; or
- (b) is in actual default of a material obligation hereunder;

then the Lessors may give the Lessee notice of such default.

34.2 If the Lessors give the Lessee notice of default under Section 34.1 and either:

- (a) the default is a default mentioned in Section 34.1(a) and the default is not cured within 60 days of notice being given;
- (b) the default is a default reasonably capable of being cured within sixty (60) days after the notice is given and the Lessee fails to cure the default within the sixty (60) days; or
- (c) the default is not reasonably capable of being cured within sixty (60) days after the notice is given and the Lessee fails to commence to cure the default with reasonable diligence upon receipt of the notice and to proceed to cure it with reasonable diligence to completion;

then, subject to the provisions of this Article 34, the rights of the Owner Association, Sublessee and any Approved Mortgagee as herein provided and to the rights of the parties under Article 47, the Lessors may by notice to the Lessee declare the Term ended.

34.3 If the Lessors declare the Term ended as provided in Section 34.2, then except as otherwise expressly provided in this Lease, and subject to the rights of the Parties under Article 47, or otherwise at law, this Lease and everything contained in it and the leasehold estate and Term will



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thereupon terminate without re-entry or any other act or legal proceedings, and the Lessors may re-enter the Lands and possess and enjoy them as if the Lease had not been made.

- 34.4 Notwithstanding a declaration by the Lessors that the Term has ended, the Lessors will be entitled to recover from the Lessee any amounts then accrued or accruing, and enforce any right of action against the Lessee in respect of any antecedent breach of any of the Lessee's covenants including a right of action under Article 32, subject always to the rights of the Owner Association, Sublessee and any Approved Mortgagee as provided herein.
- 34.5 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each Approved Mortgagee, the Owner Association and the Sublessees. The copy of such notice may be given to the Approved Mortgagee, Owner Association and Sublessees at the address specified by the Approved Mortgagee, Owner Association and Sublessee and otherwise on the same terms and conditions as applicable to notices referred to in Article 48.
- 34.6 Any curing of a default by an Approved Mortgagee, the Owner Association or any Sublessee will be construed as curing of that default by the Lessee.
- 34.7 If any disagreement arises as to the occurrence or subsistence of a material default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, an Approved Mortgagee, Owner Association or Sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.
- 34.8 Except for a default in payment of Rent set out in Section 5.1, the Lessors acknowledge that in consideration of the Rent, the Lessors will, to the fullest extent reasonably possible, seek recourse in respect of alleged material default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, recoverable against the Lands or the rents derived therefrom by the Lessee, or seek an order of a court of competent jurisdiction restraining continuing breach, and will not resort to exercising a right to cancel this Lease and forfeit the leasehold estate except in respect of a serious or continuing breach of a material covenant hereunder for which a reasonable and adequate alternate remedy has not been or cannot reasonably be obtained.

35. PERFORMANCE OF COVENANTS

- 35.1 All agreements, terms, conditions, provisos, duties and obligations to be performed or observed by the Lessee under this Lease will be deemed to be Lessee's covenants and all the Lessee's covenants in this Lease are made with the Lessors for the Lessee and for its successors and assigns. Without limiting any other remedy of the Lessors under this Lease, the Lessors may request the Lessee in writing to perform the covenant, and if the Lessee does not perform it within thirty (30) days of such order the Lessors may but will not be obligated to do whatever is reasonably necessary to perform it. The Lessee will pay to the Lessors any cost or expense reasonably incurred by the Lessors in performing the covenant forthwith upon demand by the Lessors.



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35.2 The Lessee will provide the Lessors, the First Nation Council, their officers, employees, agents, contractors and subcontractors, with and without vehicles and equipment, convenient access to the Premises at all reasonable times on reasonable prior written notice, except in the case of an emergency, for the purposes of viewing the Premises and otherwise determining that the Lessee's covenants are being duly observed and performed. The Lessee may require that a representative of the Lessee be present.

35.3 The Lessee will also provide the Lessors and the First Nation Council, their officers, employees, agents, contractors and subcontractors with and without vehicles and equipment all reasonable and necessary access to the Premises for the purpose of performing the Lessee's covenants pursuant to Section 35.1.

36. PAYMENTS PAID BY LESSORS COLLECTABLE AS RENT

36.1 If at any time before or after the expiration or earlier termination of the Lease the Lessors suffer or incur any damage, loss or expense by reason of any failure of the Lessee to perform or observe any of the Lessee's covenants or makes any payment for which the Lessee is liable under this Lease, or if the Lessors are compelled or, acting reasonably, elect to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of the Lessee under this Lease (including any action or proceeding against the Lessee) and succeeds in establishing such default, then in every such case the amount of damage, loss, expense or payment (including reasonable legal fees) together with interest as provided in Section 37.1, will be paid by the Lessee to the Lessors forthwith on demand.

36.2 The amount of any damage, loss, expense or payment referred to in Section 36.1 will be recoverable in the manner provided by law for the recovery of rent in arrears.

37. ARREARS TO BEAR INTEREST

37.1 If any sum owing by the Lessee to the Lessors under this Lease is not paid within thirty (30) days from the date on which it is due then it will bear interest at the Prime Rate in effect from time to time plus four percent (4%) per annum from the date the sum is due until the date of the payment by the Lessee, but this stipulation for interest will not prejudice or affect any other remedies of the Lessors under this Lease or otherwise, or be construed to relieve the Lessee from any default in making any payment at the time and in the manner specified in this Lease.

38. REMEDIES CUMULATIVE

38.1 All rights and remedies of the Lessors and First Nation are cumulative and are in addition to and do not exclude any other right or remedy provided in this Lease or otherwise allowed by law.

38.2 All rights and remedies of the Lessors may be exercised concurrently.

39. SURRENDER OF POSSESSION

39.1 Subject to Article 31, when the Term expires or otherwise ends, the Lessee will peaceably surrender the Lands and the Improvements, as applicable, as provided in this Lease.



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40. HOLDING OVER

- 40.1 If the Lessee continues in possession of the Premises after the expiry of the full Term, notwithstanding any payment of Rent, the Lessee will be considered a tenant from month to month.
- 40.2 The month to month tenancy referred to in Section 39.1 will be subject to all the terms and conditions of this Lease except as they are inapplicable to the tenancy from month to month.

41. NET LEASE

- 41.1 This Lease is to be a completely carefree net lease and notwithstanding anything in this Lease to the contrary the Lessors are not to be responsible during the Term for any costs, charges, expenses or outlays of any nature in respect of the Premises.
- 41.2 The Lessee will be responsible for prompt payment of the Lessors' reasonable direct out of pocket expenses incurred in connection with execution and delivery of further and other documents when required hereunder or in connection herewith, including documents referred to in Sections 6.4, 7.4, 8.1, 43.1 and 44.1.

42. WARRANTIES

- 42.1 Except as otherwise set out herein, no representations, covenants, warranties or conditions have been made to the Lessee in respect of the Lands by the Lessors, their officials, servants and agents, except as set out in that certain Agreement to Lease dated March 7, 2017 between the Lessors and Van Maren Construction Group Ltd., as may be amended, which shall survive for the benefit of the Lessee herein.
- 42.2 The Lessors warrant that there is satisfactory access to the Premises by public or private road or right of way and the Lessee's obligations hereunder are subject to such access remaining available during the Term.
- 42.3 The Lessors acknowledge that the Lessors are leasing the Lands to the Lessee on the basis that they are capable for development pursuant to the Lessee's intended use and to the best of the Lessors' knowledge there are no environmental, heritage or cultural prohibitions to such development.

43. CERTIFICATE OF STATUS

- 43.1 The Lessors will from time to time, upon not less than 15 days written notice provided pursuant to Article 48 by the Lessee, execute and deliver to the Lessee or to any other addressee as requested by the Lessee, a statement in writing prepared by the Lessee and certifying:
- (a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that the Lease is in full force and effect as modified;



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- (b) that the Lessee is not in default of any provision of this Lease, or if in default, the particulars thereof; and

any other matters related to this Lease as may be reasonably requested. If the Lessors will fail or refuse to deliver such statement within the time herein provided, the Lessors will be deemed to have warranted to each addressee named in such Lessee's statement that the Lessee is not in default of any provision of this Lease.

- 43.2 The Lessee will reimburse the Lessors for any reasonable legal or consulting costs required for the Lessors to issue the Certificate of Status required pursuant to Section 43.1.

44. OTHER ENCUMBRANCES

- 44.1 The Lessors hereby authorize the granting of and will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by the First Nation or any public utility or approving authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose, provided the Lessors will be reimbursed by the Lessee for all reasonable legal and consulting costs required in order for the Lessors to comply with this section 44.1.

45. HEADINGS

- 45.1 All headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Lease or any of its provisions.
- 45.2 Any reference in this Lease to an Article or Section will mean an Article or Section of this Lease unless otherwise expressly provided.
- 45.3 Any reference in this Lease to Lessee's covenants will be deemed to include all terms and conditions to be performed or observed by the Lessee under this Lease.

46. AMENDMENTS

- 46.1 This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and no modification, or waiver of any provision of the Lease will be inferred from anything done or omitted by either of the Parties except by an express waiver in writing duly executed by the respective Party.
- 46.2 No condoning, excusing or overlooking by the Lessors of any default by the Lessee at any time or times in performing or observing any of the Lessee's covenants will operate as a waiver of or otherwise affect the rights of the Lessors in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Lessors except by an express waiver in writing.



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47. ARBITRATION

- 47.1 Should there be a disagreement or dispute between the Parties with respect to any matter under this Agreement or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Arbitration Act* 1996 of British Columbia and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.
- 47.2 Any Approved Mortgagee must be given the opportunity to participate in any arbitration, the subject-matter of which could, in the opinion of such Approved Mortgagee, impact on its security.

48. NOTICE

- 48.1 All notices under this Lease must be given in writing and delivered in accordance with this Article 48.
- 48.2 All notices will be delivered to the other Party and no notice will be effective until such delivery has been made.
- 48.3 The addresses for delivery are:

To the Lessors: 3561 Carrington Road, Westbank, BC V4T 3L8

To the Lessee: 202-45793 Luckakuck Way, Chilliwack, BC V2R 5S3

Notice will be deemed to have been delivered:

- (a) if delivered by hand, upon receipt;
 - (b) if sent by electronic transmission, the next business day after the day of transmission, excluding from the calculation weekends and holidays; or
 - (c) if sent by registered mail, four (4) days after the mailing thereof.
- 48.4 Either party may change the address shown in this agreement by informing the other Party of the new address, and such change will take effect fifteen (15) days after the notice is received.

49. TIME OF THE ESSENCE

- 49.1 Time is of the essence in this Lease.

50. SEVERABILITY

- 50.1 If any part of this Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Lease had been executed without the invalid portion.



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[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

51. ENUREMENT, PLURALITY AND GENDER

- 51.1 This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the Parties. Every reference in this Lease to any Party includes the heirs, executors, administrators, successors, assigns and other legal representatives of the Party.
- 51.2 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- 51.3 If a Party is comprised of more than one Person then all covenants and agreements of that Party will be deemed joint and several.

52. NOT A JOINT VENTURE

- 52.1 Nothing in this Lease will be construed as making the Lessors an agent, partner or joint venturer with the Lessee nor as creating any relationship between the Parties other than the relationship of lessor and lessee.
- 52.2 The Parties acknowledge that this Lease does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Lessors and the Lessee.

53. APPLICABLE LAWS

- 53.1 This Lease is subject to and governed by the Land Rules and all other Applicable Laws.

54. OTHER ASSURANCES

- 54.1 Each of the parties will execute and deliver such further and other documents and assurances as another party hereto may reasonably request to better carry out or document the intentions herein expressed.

55. CORPORATE AUTHORITY

- 55.1 The Lessee warrants and represents to the Lessors that the Lessee has the corporate authority pursuant to its documents of incorporation to enter into this Lease and to perform all of the covenants and agreements contained herein.

56. NO OTHER AGREEMENTS BIND THE LANDS

- 56.1 The Lessors covenant with the Lessee that they are the sole lawful possessors of the Lands and that this Lease will not violate any agreement with any person who has, or will have, an interest in the Lands or any portion thereof.



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57. AUTHORITY TO LEASE

- 57.1 The Lessors covenant that they have good right, full power and authority to lease the Lands to the Lessee and grant the leasehold estate in the manner and according to the true intent of this Lease.

END OF DOCUMENT



WESTBANK FIRST NATION

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APPROVED AS TO THE FORM BY THE
DIRECTOR OF LANDS PURSUANT TO THE
WESTBANK FIRST NATION LAND RULES

Signature:

Date:

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

1. APPLICATION:(Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Porrelli Law
221 3011 Louie Drive, Westbank, BC V4T 3E3
Phone (250) 768-0717
File #3588

Signature of Applicant, Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

Table with 2 columns: PIN, LEGAL DESCRIPTION. Rows include Lot 331, CLSR 76824, Tsinstikpetum No. 10 and Lot 188, CLSR 76824, Tsinstikpetum No. 10.

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Modification of Lease No. 5022735 Entire Instrument Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- List of terms with checkboxes: Lease, Sublease, Assignment of Lease, Assignment of Sublease, Agreement for Sale, Assignment of Mortgage, Discharge of Mortgage, Permit, Licence, Easement, Release, Modification of Lease.

Part 2 includes any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If discharge of mortgage or release is selected, the interest described in Item 3 is released or discharged from the land described in Item 2.

5. TRANSFEROR(S): including occupation(s), postal address(es) and postal code(s)

RONALD MICHAEL DERRICKSON, Businessman and DOUGLAS NOLL THEODORE DERRICKSON, Businessman, both of 3561 Carrington Road, Westbank, BC V4T 3L8

6. TRANSFEREE(S): including occupation(s), postal address(es) and postal code(s)

SHELTER BAY PARTNERSHIP (Inc. No.),

7. ADDITIONAL OR MODIFIED TERMS: NIL

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the instrument described in Item 4.

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

Handwritten signature of Murray D. Glazier

MURRAY D. GLAZIER
BARRISTER & SOLICITOR
2nd Floor - 1674 Bertram Street
Kelowna BC V1Y 9G4
Ph(250)763-3343 Fax(250)763-9624

As to the signature

Table for execution date with columns Y, M, D. Values: 20, 10, /

Handwritten signature of Ronald Michael Derrickson
Ronald Michael Derrickson

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c 116, to take affidavits for use in British Columbia.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

MURRAY D. GLAZIER
BARRISTER & SOLICITOR
2nd Floor - 1074 Bertram Street
Kelowna BC V1Y 0G4
Ph(250)768-8848 Fax(250)768-8824

As to the signature

Y	M	D
20	10	1

**DOUGLAS NOLL THEODORE
DERRICKSON** by his authorized
Attorney:

Ronald Michael Derrickson

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1996 c 124*, to take



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)

BRUCE W. DAVIES
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
201 - 45793 Luckakuck Way
Chilliwack, BC V2R 5S3
604-824-7777
As to the signature

EXECUTION DATE

Y	M	D
21 20	01	16

Party(ies) Signature(s)

SHELTER BAY PARTNERSHIP by its
authorized signatory:

Eric Van Maren

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1996 c 124*, to take



WESTBANK FIRST NATION

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SCHEDULE

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

MODIFICATION OF LEASE

THIS INDENTURE made as of the _____ day of October, 2020.

AMONG:

**RONALD MICHAEL DERRICKSON and
DOUGLAS NOLL THEODORE DERRICKSON**

(hereinafter called the “Lessor”)

AND:

SHELTER BAY PARTNERSHIP

(hereinafter called the “Lessee”)

- A. By virtue of a Lease dated September 27, 2017 registered as No. 5022735 (the “Lease”), the Lessee leased the property legally described as:

PIN	LEGAL DESCRIPTION
900020255	Lot 188, CLSR 76824, Tsinstikeptum No. 10
900020263	Lot 331, CLSR 76824, Tsinstikeptum No. 10

(the “Lands”)

- B. The parties have agreed to modify the Lease as set out herein.

In consideration of the covenants, conditions, and agreements hereinafter reserved and contained on the part of the Lessor and the Lessee, and \$10.00 now paid by the Lessee to the Lessor, and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

1. The parties acknowledge that all Rent payable for the Term has now been paid in full and section 5 of the Lease is amended accordingly.
2. Sections 7.4, and 7.6 are hereby deleted in their entirety.
3. In Section 7.5, the words “Subject to Section 7.4” are hereby deleted and this Section shall now be Section 7.4.



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4. Article 8 is deleted in its entirety and replaced with the following:

"8. NO RIGHT TO TERMINATE BY LESSOR

- 8.1 All Rent for the Term has been paid. The Lessor acknowledges and agrees that this Lease cannot be terminated or cancelled prior to the end of the Term for any reason whatsoever without the written consent of the Lessee, Approved Mortgagee and all Sublessees, which consent may be arbitrarily withheld.
- 8.2 The Lessor hereby covenants and agrees with the intention that the rights of the Approved Mortgagee and Sublessee's shall be fully enforceable notwithstanding that they are not privy to the terms of the Lease and the Lessor shall not do anything or make any argument to prevent or obstruct whether directly or indirectly any Approved Mortgagee or Sublessee in taking the benefit of and enforcing the provisions of the Lease expressed to be for their benefit based upon the fact that such Approved Mortgagee or Sublessee is not privy to the terms of the Lease."

5. Section 9.3 is deleted in its entirety.

6. Article 34 is deleted in its entirety and replaced with the following:

"34. DEFAULT

- 34.1 Subject always to Section 8.1, if the Lessee is in default of a material obligation hereunder then the Lessor may give the Lessee notice of such default.
- 34.2 If the Lessor gives the Lessee notice of default under Section 34.1 and either:
- (a) the default is reasonably capable of being cured within sixty (60) days after the notice is given and the Lessee fails to cure the default within the sixty (60) days; or
 - (b) the default is not reasonably capable of being cured within sixty (60) days after the notice is given and the Lessee fails to commence to cure the default with reasonable diligence upon receipt of the notice and to proceed to cure it with reasonable diligence to completion;

then, subject to the provisions of this Article 34 and to the rights of the parties under Article 47, the Lessor may take such action as provided in Section 34.6.



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- 34.3 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each Approved Mortgagee and the Owner Association. The copy of such notice may be given to the Approved Mortgagee and the Owner Association at the address specified by them and otherwise on the same terms and conditions as applicable to notices referred to in Article 48.
- 34.4 Any curing of a default by an Approved Mortgagee, Owner Association or any Sublessee will be construed as curing of that default by the Lessee.
- 34.5 If any disagreement arises as to the occurrence or subsistence of a default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, an Approved Mortgagee or a Sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.
- 34.6 The Lessor acknowledges that in consideration of the Rent, the Lessor will only be able to seek recourse in respect of alleged default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, or seek an order of a court of competent jurisdiction restraining continuing breach, and has no right to cancel or terminate this Lease."
7. Except as modified, all other terms and conditions of the Lease remain in full force and effect.
8. This agreement is binding upon the parties hereto, their successors and assigns.

END OF DOCUMENT