

Send Two Copies to:

Envoyer deux copies à:

Indian and Northern Affairs
Indian Lands Registry
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Registrar of Indian Lands

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Le registraire des terres indiennes

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the Westbank First Nation Self-Government Act, in the appropriate register of the First Nations Self-Government Land Register.

Le/La soussigné(e) demande par la présente que le document dont les détails montrés ci-dessous, soit inscrit conformément à la Loi sur l'autonomie gouvernementale de la Première Nation de Westbank, dans le Registre.

Log # / # au registre	Log Date / Date au registre	Regional File # / # de dossier régional
P92844	25/Jun/2007 4:09 pm	2007-677
	dd/mmm/yyyy hh:mm am/pm	
	jj/mmm/aaaa hh:mm am/pm	

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT

Grantor / Cédant

Name / Nom

LEONARD MANUEL
JOSEPHINE MANUEL
ABLE LOUIS MANUEL

Grantee / Cessionnaire

Name / Nom

CROWN TOWN ENTERPRISES LTD

Instrument Type / Type de document: MODIFICATION OF LEASE (or / ou Code) 70
Instrument Date / Date du document: 2007/Jun/22
Purpose / Objet: (or / ou Code)

LAND DESCRIPTION / DESCRIPTION DE LA TERRE

Province: BRITISH COLUMBIA SG Land Code / Code foncier de la SG: 106.1
Reserve Name / Nom de la réserve: TSINSTIKEPTUM NO. 9

Crown Land Name / Nom de la terre de la couronne:

Legal Description - Land Affected /
Description Légal - Terre:
902007216 LOT 191 CLSR 73756

Remarks / Remarques: LEASE #SG01415



WESTBANK FIRST NATION

Angie Derrickson
Lands Officer

LANDS OFFICE
201 - 515 Hwy 97 South
Kelowna, B C V1Z 3J2

Phone (250) 769-2442
Fax (250) 769-2443
Email aderrickson@wfn.ca

email
counsel

June 25/07
Date

Signature of Applicant
Signature du requérant

Return To:

Address:

Indian and Northern Affairs Canada
Application for Registration

Affaires indiennes et du Nord Canada
Demande d'enregistrement

Send Two Copies to:

Envoyer deux copies à:

Indian and Northern Affairs
Indian Lands Registry
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Registrar of Indian Lands

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudière
Ottawa, Ontario K1A 0H4
Attention: Le registraire des terres indiennes

Registration Number / Numéro d'enregistrement:

5602177

Registration Date / Date d'enregistrement:

JUN 28 2007

and Time / et heure:

1:55

A.M. (P.M.)

J. Bk

JUN 28 2007

Signature of Registration Officer / Signature de l'officier d'enregistrement

Date

Comments / Commentaires:

Clarification/clarification

Signature of Registration Officer / Signature de l'officier d'enregistrement

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:	<i>[Handwritten Signature]</i>
Date:	<i>JUN 25/07</i>

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 6 Pages

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

PUSHOR MITCHELL LLP, Lawyers, 3rd Floor,
1665 Ellis Street, Kelowna, British Columbia V1Y
2B3, Phone (250) 762-2108 Client No. 10332
TMA/48114.1-kew

Signature of Applicant, Applicant's Solicitor or Agent

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

PIN
902007216

LEGAL DESCRIPTION
Lot 191, CLSR PLAN 73756 TSINSTIKEPTUM NO. 9

3. NATURE OF INTEREST:

DESCRIPTION
Modification of Lease

DOCUMENT REFERENCE

(page and paragraph)
ENTIRE INSTRUMENT

PERSON ENTITLED TO INTEREST

CROWN TOWN ENTERPRISES LTD.

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

 Lease
 Sublease
 Assignment of Lease
 Assignment of Sublease

 Agreement for Sale
 Assignment of Mortgage
 Discharge of Mortgage
 Permit

 Licence
 Easement
 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): **LEONARD MANUEL #00072 (AS TO AN UNDIVIDED 2/3 INTEREST)**
JOSEPHINE MANUEL #00108 (AS TO AN UNDIVIDED 1/6 INTEREST) AND
ABLE LOUIS MANUEL #00119 (AS TO AN UNDIVIDED 1/6 INTEREST)

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

CROWN TOWN ENTERPRISES LTD. (Incorporation No. BC0766515), 1056 Gordon Drive, Kelowna, British Columbia V1Y 3E2

7 ADDITIONAL OR MODIFIED TERMS:

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)

BARRY M. PORRELLI
Barrister & Solicitor
#200 - 2300 CARRINGTON RD.
KELOWNA BC V1Y 2N6

EXECUTION DATE

Y	M	D
07	04	18

Party(ies) Signature(s)

[Handwritten Signature]
LEONARD MANUEL

OFFICER CERTIFICATE: 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 and certifies that there has been compliance with the Westbank First Nation Land Rules
TMA/48114.1-kew




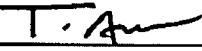



WESTBANK FIRST NATION

Westbank Lands Register

Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)	EXECUTION DATE			Party(ies) Signature(s)
	Y	M	D	
 <hr/> BARRY M. PORRELLI Barrister & Solicitor #280 - 2300 CARRINGTON RD. WESTBANK BC V4T 2N6 As to the signature(s) of Josephine Manuel and Abel Louis Manuel	07	01	18	 <hr/> JOSEPHINE MANUEL:  <hr/> ABEL LOUIS MANUEL
 <hr/> THERESA ARSENAULT BARRISTER & SOLICITOR 3 RD FLOOR - 1865 ELLIS STREET KELOWNA, BC V1Y 2B3 PHONE: 869-1110	07	06	22	CROWN TOWN ENTERPRISES LTD. by its authorized signatory:  <hr/> Name:

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 and certifies that there has been compliance with the Westbank First Nation Land Rules

TERMS OF INSTRUMENT -- PART 2

LEASE MODIFICATION AGREEMENT

Dated the _____ day of _____, 2007.

BETWEEN:

**LEONARD MANUEL, JOSEPHINE MANUEL and
ABEL LOUIS MANUEL**
1771 Eagle Court
Westbank, BC V4T 2H2
(the "Landlord")

AND:

CROWN TOWN ENTERPRISES LTD.
1056 Gordon Drive
Kelowna, British Columbia
V1Y 3E2
(the "Tenant")

WHEREAS:

A. By virtue of a Lease Agreement dated October 31, 2006, made between the Landlord and the Tenant (the "Lease"), the Landlord did lease to the Tenant the property legally described as:

PIN: 902007216
Lot 191, Plan CLSR 73756
Tsinstikeptum No. 9

(the "Property"), which premises are more particularly described in the Lease, on the terms and conditions set out in the Lease.

B. The Lease contains provisions relating to a Lessee Corp. (as defined in the Lease) which the parties have agreed to delete and replace with provisions relating to an Owner Association (as described herein) as more particularly set out below.

In consideration of the covenants, conditions, and agreements hereinafter reserved and contained on the part of the Landlord and the Tenant, and \$10 now paid by the Landlord to the Tenant and by the Tenant to the Landlord, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Landlord and the Tenant) the parties covenant and agree as follows:

1. The following definition shall be added to Section 1 of the Lease:

“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 are comprised of the Lessee, nominees of the Lessee and all Approved Sublessees and which is at all times controlled by the Lessee or the Approved Sublessees.

2. Clauses 7.4, 7.6 and 9.3 on pages 8, 9 and 10 respectively of the Lease shall be deleted in their entirety and replaced by the following:

- 7.4 In the event the Lessor is 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 Lessor shall execute any documentation necessary to give effect to such Assignment of the Lease despite any act, omission or default of the Lessee under this Lease, subject to the following conditions:
- (a) the Lessor is in a position to cancel this Lease pursuant to the provisions of Article 34;
 - (b) the Owner Association is in good standing;
 - (c) the Owner Association is controlled by the Lessee or the Approved Sublessees;
 - (d) 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;
 - (e) 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.

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

- 7.6 In the event the Lessee or Lessor refuses or neglects 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 Lessor to execute the Assignment of Lease and such other documents as are required (if any) to be signed by the Lessee or Lessor to give effect to the provisions of section 7.4 or 9.3 as the case may be.
- 9.3 In the event the Lessor is 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 Lessor 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 Lessor is in a position to cancel this Lease pursuant to the provisions of Article 34;
- (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;
- (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.

3. New Clauses 8.2 and 8.3 shall be added to Section 8 of the Lease as follows:

8.2 The Lessor hereby covenants to and in favour of and for the benefit of every sublessee that should any sublessee require a new lease directly from the Lessor upon the cancellation of the Lease for any reason prior to the expiry of the Term the Lessor 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 Lessor as they relate to the subleased premises 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 Lessor required to issue such Lease shall be payable by the party to whom the new lease is to be granted.

8.3 The Lessor hereby covenants and agrees 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 Lessor 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.

4. Clause 34.5, 34.6 and 34.7 on page 17 of the Lease shall be deleted in its entirety and replaced by the following:

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 Approved Sublessee. The copy of such notice may be given to the Approved Mortgagee, Owner Association and Approved Sublessee at the address specified by the Approved Mortgagee, Owner Association and Approved 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 Approved 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 Approved Sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.

5. New Clause 47.2 shall be added to Section 8 of the Lease as follows:

47.2 Any mortgagee, including those of subleases, must be given the opportunity to participate in any arbitration, the subject-matter of which could, in the opinion of such mortgagee, impact on its security.

6. Except as modified, all other terms and conditions of the Lease shall remain in full force and effect.

7. This agreement is binding upon the parties hereto, their successors and assigns.

END OF DOCUMENT

Self Government First Nations Land Registry

Repository Control Sheet

Date Received

RECU/RECEIVED

27 JUN 2007

Registration No. SG

02177

Date

JUN 28 2007

Time

1:55

am/pm

Pending File No.:

P92844

Region

Bc

Reserve Name

Tsiostikeptum No. 9

Instrument Type

Modification of lease

Purpose

Term

From

To

Retire PIN:

Yes

No

Cancel EOT:

Legal Description/Land Affected

PIN (s)

Remarks/Registration Numbers Affected

Examined By:

JBk

Date:

JUN 28 2007

Verified By:

Date: