



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>A. Seewick</i>
Date:	APR 25/08

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 5 Pages

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

BASSETT SPAGNUOLO
Barristers and Solicitors
#260, 2300 Carrington Road
Westbank, BC V4T 2N6
Phone: (250) 768-5152

[Signature]
Signature of Applicant, Applicant's Solicitor or Agent

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

PIN	LEGAL DESCRIPTION
902520564	Lot 37-9, CLSR 92166, Tsinstikeptum No. 9
902520565	Lot 37-10, CLSR 92166, Tsinstikeptum No. 9
902520566	Lot 37-11, CLSR 92166, Tsinstikeptum No. 9
902520567	Lot 37-12, CLSR 92166, Tsinstikeptum No. 9
902004234	Lot 37-5-2, CLSR 74769, Tsinstikeptum No. 9

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

MODIFICATION OF LEASE SG02661

ENTIRE INSTRUMENT

TRANSFeree

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

- | | | |
|---|---|---|
| <input 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 checked="" type="checkbox"/> Modification of Lease |
| <input type="checkbox"/> Assignment of Sublease | <input type="checkbox"/> Permit | |

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):

RAYMOND BRUCE FOSBERY

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

DU-ZE DEVELOPMENTS INC. of 2730 Lower Glenrosa Road, Westbank, BC V4T 1L7

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)

[Signature]
Rose Shawler
Lawyer

Benson Edwards LLP
270 Highway 33 W.
Kelowna, BC

As to the signature(s) X7

Y	M	D
2008	04	<i>[Signature]</i>

[Signature]
RAYMOND BRUCE FOSBERY

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 affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.



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EXECUTIONS CONTINUED

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Officer Signature(s)

Barry M. Porrelli
Barrister & Solicitor
#260-2300 Carrington Road
Westbank, BC V4T 2N6

EXECUTION DATE

Y	M	D
2008	04	23

Party(ies) Signature(s)

DU-ZE DEVELOPMENTS INC. by its
authorized signatory (ies):

DAN DUPUIS

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 affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.



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SCHEDULE

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MODIFICATION OF LEASE

THIS INDENTURE made in quadruplicate as of the 22 day of April, 2008.

BETWEEN:

RAYMOND BRUCE FOSBERY

1784 Eagle Court
Westbank, BC V1T 2H2

(hereinafter called the "Lessor")

AND:

DU-ZE DEVELOPMENTS INC.

2730 Lower Glenrosa Road
Westbank, BC V4T 1L7

(hereinafter called the "Lessee")

A. By virtue of a Lease Agreement dated September 14, 2007, made between the Lessor and the Lessee registered as SG02661 (the "Lease"), the Lessor did lease to the Lessee the property legally described as:

Lot 37-9, CLSR 92166, Tsinstikeptum No. 9
Lot 37-10, CLSR 92166, Tsinstikeptum No. 9
Lot 37-11, CLSR 92166, Tsinstikeptum No. 9
Lot 37-12, CLSR 92166, Tsinstikeptum No. 9
Lot 37-5-2, CLSR 74769, Tsinstikeptum No. 9

(the "Lands")

on the terms and conditions set out in the Lease.

B. The Lease contains provisions which the parties have agreed to delete and replace with alternate provisions, more particularly set out below.

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 Lessor to the Lessee and by the Lessee to the Lessor, and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each of the Lessor and the Lessee), the parties covenant and agree as follows:

1. Paragraph 5.1 and 5.2 are hereby deleted and replaced with the following:

5.1 Upon the receipt of the sum of \$1,450,000.00 by the Lessor on or before May 1, 2008 the Rent shall be deemed to be prepaid for the entire Term. The Lessor acknowledges that upon receipt of the Rent in accordance with this Section 5.1 no other rent of any kind will be payable by the Lessee for the Lands during the Term. The Lessee acknowledges that other monies which may become payable by Lessee to the Lessor hereunder, if any, while not constituting rent, will be collectable by the Lessor with all remedies available for the collection of rent, including all remedies available to the Lessor in the event of Lessee's default hereunder.

2. The words "Notwithstanding anything to the contrary herein" shall be added to the beginning of paragraph 8.2. Paragraph 8.2 shall now read as follows:

8.2 Notwithstanding anything to the contrary herein, 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 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 Lessor required to issue such lease shall be payable by the party to whom the new lease is to be granted.

3. Paragraph 8.2A shall be added as follows:

8.2A Notwithstanding anything to the contrary herein, the Lessor agrees that if at any time the Lease is terminated, forfeited, surrendered or otherwise cancelled for any reason whatsoever, the Lessor 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 Lessor written notice that it requires the Lessor 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 Lessor 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.

4. Paragraph 9.2 (c) shall be added as follows:

9.2(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.

5. Paragraph 34.1(b) shall be modified as follows:

34.1(b) is in actual default of a material obligation hereunder;

6. Paragraph 34.2 shall be amended to make it subject to the rights of the Owner Association, Sublessee and any Approved Mortgagee and therefore shall read as follows:

34.2 If the Lessor gives the Lessee notice of default under Section 34.1 and either:

a) the default is a default mentioned in Section 34.1(a) or 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 a default mentioned in 34.1(a) and 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 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 Lessor may by notice to the Lessee declare the Term ended.

7. Similarly paragraph 34.4 shall be amended to read as follows:

34.4 Notwithstanding a declaration by the Lessor that the Term has ended, the Lessor will be entitled to recover from the Lessee the Rent 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.

8. Paragraph 43.1 shall be amended and replaced with the following:

43.1 The Lessor will from time to time, upon not less than 15 days prior request 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;

(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 Lessor will fail or refuse to deliver such statement within the time herein provided, the Lessor 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.

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

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

END OF DOCUMENT

ENTERED AND RECORDED IN THE SELF GOVERNMENT
FIRST NATIONS LANDS REGISTER, DEPARTMENT OF
INDIAN AND NORTHERN AFFAIRS CANADA, AT OTTAWA
ON THE 25 DAY OF Apr. 2008
UNDER REG# SG 03601
FOR TSINSTIKEPTUM I.R. NO. 9