



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

Registration Number	Received Date	Regional File Number
5027826	2022/04/21	2022-0430

NAME OF PARTIES TO INSTRUMENT	
Grantor	
Name	601 - Westbank First Nation
Grantee	
Name	WFN Development Limited Partnership (Reg.No. LP0562821) by its general partner Lakeridge Park Residential Corp. (Inc.No. BC0127971)

Instrument Type	Modification of Lease 070
Instrument Date	2022/04/13
FN/SG Land Code	106.1
Purpose	
Remarks	Modification of Lease Nos. 46827, 203458 and 203103 as modified from time to time, including the consolidation into a single lease under Assignment registered under No. 5015353

LAND DESCRIPTION	
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT A Canada Lands Surveys Record 59924
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 220 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 221 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 222 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 223 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 224 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 290 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 291 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 292 Canada Lands Surveys Record 71725
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 851 Canada Lands Surveys Record 109862
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 268 Canada Lands Surveys Record 70509
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 468 Canada Lands Surveys Record 92825
Province :	BRITISH COLUMBIA
Reserve Name	07421 - TSINSTIKEPTUM 10
Legal Description - Land Affected	LOT 594 Canada Lands Surveys Record 99369



Application for Registration

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

Applicant Email :

Band Email : taxation@wfn.ca

_____	()	_____	_____
Signature of Applicant	Tel. number of Applicant	email	Date

Return To :
Lynn Vanderburg Suite 301 515 Highway 97S Kelowna, BRITISH COLUMBIA V4T 1M5

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: April 20, 2021

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 22 Pages

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

PUSHOR MITCHELL LLP
301-1665 Ellis Street
Kelowna, BC V1Y 2B3
(250) 762-2108
File No. AME/65870.003-adb

Signature of Applicant, Applicant's Solicitor or Agent

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

PIN LEGAL DESCRIPTION
SEE SCHEDULE

3. NATURE OF INTEREST:
DESCRIPTION
SEE SCHEDULE

DOCUMENT REFERENCE
(page and paragraph)
ENTIRE INSTRUMENT

PERSON ENTITLED TO INTEREST
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 type="checkbox"/> Release |
| <input type="checkbox"/> Assignment of Sublease | <input type="checkbox"/> Permit | <input checked="" type="checkbox"/> Other: 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)

WESTBANK FIRST NATION, of 301-515 Highway 97 South, Kelowna, BC V1Z 3J2

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

WFN DEVELOPMENT LIMITED PARTNERSHIP (Reg. No. LP0562821), by its general partner **LAKERIDGE PARK RESIDENTIAL CORP.** (Inc. No. BC0127971), of 102-3480 Carrington Road, Westbank, BC V4T 3C1

7. ADDITIONAL OR MODIFIED TERMS: N/A

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)

Y	M	D
2022	04	13
2022	04	19

WFN DEVELOPMENT LIMITED PARTNERSHIP, by its general partner **LAKERIDGE PARK RESIDENTIAL CORP.**, by its authorized signatories:

Print Name: Christopher Derickson

Print Name: Loraine Hogaborn

As to the signatures

OFFICER CERTIFICATION: **ANDREA EAST**
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.

3RD FLOOR - 1665 ELLIS STREET

{03379185; 1}

**KELOWNA, BC V1Y 2B3
PHONE: (250) 762-2108**



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)

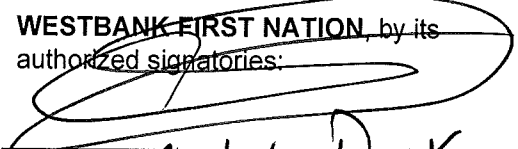
EXECUTION DATE

Party(ies) Signature(s)




Y	M	D
2022	04	13
2022	04	19

~~WESTBANK FIRST NATION~~, by its
authorized signatories:


Print Name: Christopher Derickson



As to the signatures


Print Name: Lorrie Hogaboam

ANDREA M. EAST

Barrister & Solicitor

OFFICER OF 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.

No Legal Advice requested or given
as to the contents of this document



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 3 of 22 Pages

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

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

900019992	Lot A CLSR 59924, Tsinstikeptum Indian Reserve No. 10
901003615	Lot 220 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003623	Lot 221 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003631	Lot 222 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003649	Lot 223 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003656	Lot 224 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003664	Lot 290 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003672	Lot 291 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
901003680	Lot 292 CLSR 71725, Tsinstikeptum Indian Reserve No. 10
UNKNOWN	Lot 268 CLSR 70509, Tsinstikeptum Indian Reserve No. 10
UNKNOWN	Lot 468 CLSR 92825, Tsinstikeptum Indian Reserve No. 10
UNKNOWN	Lot 594 CLSR 99369, Tsinstikeptum Indian Reserve No. 10
903030123	Lot 851 CLSR 109862, Tsinstikeptum Indian Reserve No. 10

3. NATURE OF INTEREST:

Modification of Lease Nos. 46827, 203458 and 203103 as modified from time to time, including the consolidation into a single lease under the Assignment registered under No. 5015353



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 4 of 22 Pages

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

TERMS OF INSTRUMENT -- PART 2

Modified and Restated LEASE

THIS Modified and Restated LEASE dated for reference December 9, 2021 is made

BETWEEN:

Westbank First Nation

(the "Lessor")

AND:

WFN Development Limited Partnership, by its general partner Lakeridge Park Residential Corp.

(the "Lessee")

BACKGROUND:

- A. The Lands leased under this Lease are part of Tsinstikeptum Indian Reserve No. 10;
- B. In 1974, the Lessor approved the Lease for certain lands and a term of 99 years ending June 21, 2073, which was entered into between Her Majesty the Queen in the right of Canada and Westbank Indian Band Development Company Limited and registered in both the Indian Land Registry (Reg. No. 46827) and the British Columbia Land Title System (Reg. No. L23489), and all sub-interests of that lease, including subleases, were also dually registered in the Indian Land Registry and the British Columbia Land Title System.
- C. A detailed history of the Lease and its modifications is described in the Assignment registered in the Self Governing First Nations Land Register under number 5015353, and as a result of those modification the Lease demises the Lands.
- D. The membership of Westbank First Nation has approved an extension of the term of the 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. Further, the Lessor has the authority to amend the Lease under the Land Rules.
- E. The Lessor and Lessee wish to modernize the Lease by amending its terms and adding further years to the Lease.

In consideration of the rents, covenants and agreements reserved and contained in this Modified and Restated Lease, the Parties agree to modify the Lease by replacing it with the following:



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 5 of 22 Pages

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

1. DEFINITIONS

- (a) **“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.
- (b) **“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.
- (c) **“Environment”** means the air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
- (d) **“First Nation”** means the Westbank First Nation or any successor to the First Nation pursuant to a federal statute.
- (e) **“First Nation Council”** means the governing body of the First Nation, elected under the Constitution or otherwise in accordance with Applicable Laws.
- (f) **“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.
- (g) **“Improvements”** means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any 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.
- (h) **“Interested Party”** has the meaning ascribed to it in Section 8.1, and **“Interested Parties”** means all of them.



SCHEDULE

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

(i) **"Lands"** means:

Those parts of Lots 260 and 261 Tsinstikeptum Indian Reserve No. 10 as shown on Plan of Survey No. 70361, Canada Lands Survey Records, Ottawa, which said parts are shown as Lots 220 to 224, 290 to 292, on Plan of Survey No. 71725, Canada Lands Survey Records, Ottawa.

All that part of Tsinstikeptum Indian Reserve No. 10, Osoyoos Division of Yale District, Province of British Columbia, shown as Lot "A" on Plan 26644 deposited in the Land Title Office at Kamloops, B.C., and a copy deposited in the Canada Lands Survey Records at Ottawa as Plan 59924, save and except:

The 1.904 hectares part of the Statutory Right-of-Way for Highway as shown on Plan H16774 deposited in the Land title Office at Kamloops, B.C., and a copy deposited in the Canada Lands Survey Records at Ottawa as Plan 68076;

The 329.1 m² part of the Statutory Right-of-Way for Highway as shown on Plan H17839 deposited in the Land Title Office at Kamloops, B.C., and a copy deposited in the Canada Lands Survey Records at Ottawa as Plan 68823;

The 0.6486 hectares part of the Statutory Right-of-Way for Highway as shown on Plan H16773 deposited in the Land Titles office at Kamloops, B.C. and a copy deposited in the Canada Lands Survey Records at Ottawa as Plan 68977;

Lot 188 as shown on Plan of Survey No. 76824 deposited in the Canada Lands Survey Records in Ottawa;

Lot 472 as shown on Plan of Survey No. 92283 deposited in the Canada Lands Survey Records in Ottawa; and

Lot 593 as shown on Plan of Survey No. 99369 deposited in the Canada Lands Survey Records in Ottawa

excepting all minerals

(j) **"Lease"** means the leases registered under numbers 46827, 203458 and 203103 as modified from time to time, including the consolidation into a single lease under the Assignment registered under number 5015353, as further amended by this Modification and Restatement of Lease.

(k) **"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



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 7 of 22 Pages

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

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.

- (l) **"Mortgagee"** means any mortgagee of the leasehold interest granted in this Lease or granted by a Sublessee or the Lessee and whose mortgages have been registered in the Registry.
- (m) **"Nutrient"** means any substance or combination of substances defined as a nutrient under the *Canadian Environmental Protection Act* as amended or replaced from time to time.
- (n) **"Party"** means a party to this Lease and **"Parties"** means all of them.
- (o) **"Permitted Encumbrance"** means all encumbrances registered against the Lands in the Registry on the date hereof.
- (p) **"Person"** includes any individual, partnership, association or corporation.
- (q) **"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.
- (r) **"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.
- (s) **"Registry"** means the Westbank First Nations Lands Registry, within the Self Governing First Nations Land Registry, established by Canada and held in the National Capital Region, or the successor registry for Westbank Lands established in accordance with Applicable Laws.
- (t) **"Rent"** means the rent described in Article 5 hereof.
- (u) **"Sublessee"** means any sublessee of a portion of the Lands whose sublease has been registered in the Registry.
- (v) **"Term"** means the period beginning on the date the referred to in the leases registered under numbers 46827, 203458 and 203103 as applicable, and ending on December 8, 2146.
- (w) **"Toxic Substance"** means any substance defined as a toxic substance under the *Canadian Environmental Protection Act* as amended or replaced from time to time.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 8 of 22 Pages

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

- (x) "Westbank Lands" has the meaning ascribed to it in the Westbank First Nation Constitution.

2. THE DEMISE

2.1 The Lessor hereby leases to the Lessee the Lands, excepting and reserving unto the Lessor all Minerals upon or under the Lands, and except as otherwise provided in this Lease, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrance, TO HAVE AND TO HOLD the Lands unto the Lessee for the Term, yielding and paying the Rent as provided in this Lease, 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 the 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 amended from time to time.

5. RENT

5.1 The Lessee has paid as Rent for the entire Term, the sum of \$10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Lessor.

5.2 The Lessor acknowledges receipt of payment of the Rent in accordance with Section 5.1, and confirms that no other rent of any kind will be payable by the Lessee for the Lands during the Term.

6. ASSIGNMENT

6.1 The Lessee may assign this Lease or any portion thereof without the consent of the Lessor.

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 its 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 or assign leasehold interests in portions of the Lands without the consent of the Lessor. The Lessor will, without payment of further rent or other consideration, promptly and without delay, sign such modifications of lease and replacement leases as are required to facilitate the Lessee effecting any subdivision or



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 9 of 22 Pages

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making an assignment. The Lessee will reimburse the Lessor for any reasonable expenses required by the Lessor to comply with her 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 Lessor.

7.2 Any sublease of the Premises will include the following provisions:

- (a) may be for any period up to one day before the expiration of the Term of this Lease, and not beyond;
- (b) will be expressly subject and subordinate to this Lease and to the rights of the Lessor hereunder;
- (c) will oblige the Sublessee not to do anything in contravention of this Lease; and
- (d) must be registered in the Registry.

7.3 Sublessees may assign and sublet all or portions of the Premises and mortgage their respective subleases without the consent of the Lessor.

7.4 The sublease of the Lessee's interest in this Lease by the Lessee will not relieve or discharge the Lessee from any of its obligations or liabilities under this Lease.

8. NO RIGHT TO TERMINATE BY LESSOR / NON-DISTURBANCE

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, each Sublessee and each Mortgagee (each of which parties is called an "**Interested Party**"), which consent may be arbitrarily withheld.

8.2 Lessor hereby covenants to and in favour of the Lessee and to and in favour of and for the benefit of each Interested Party, that the Lessor will not disturb or interfere with the possession, interest or rights of any such Interested Party in respect of the Lands during the Term, and Section 34.6 applies in respect to any alleged default of this Lease by an Interested Party.



SCHEDULE

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8.3 Without limiting the generality of Section 8.1, should the Lease be declared by a court of competent jurisdiction to be invalid or unenforceable at law or in equity for any reason whatsoever prior to the expiry of the Term:

- (a) the Lessor will grant to that Sublessee a new lease the same terms as contained in the sublease held by such Sublessee for the portion of the Lands which are the subject of that Sublessee's sublease, and in each case, provided:
 - (i) that such new lease shall be for nominal consideration only not exceeding the sum of \$10.00;
 - (ii) 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 in this Lease to the Lessor as they relate to the portion of the Lands which are the subject of that Sublessee's sublease;
 - (iii) 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 property and facilities or infrastructure required for the use and occupation of the portion or portions of the Lands demised by the said new leases;
 - (iv) any new lease granted shall be granted subject to the interests of any Mortgagee of such sublease to reflect the interests, and rights of the Mortgagee of such sublease prior to the termination of the Lease or the request for the grant of the new lease as appropriate; and
 - (v) 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.

8.4 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 a party 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 a party 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 Lessor. The Lessor confirms that any Mortgagee of any interest in the Lease may enforce its security to the fullest extent and acquire the Lease in any lawful way and, by its representative or a receiver, as the case may be, take possession of and manage the Lands and sell or assign or sublet the Premises without notice to the Lessor and without the necessity of obtaining any consent from the Lessor or the Lessee. Notwithstanding anything to the contrary herein, the Mortgagee shall be relieved of all obligations or liabilities under the Lease upon such assignment.

9.2 Notwithstanding anything to the contrary herein, the Lessor shall not modify this lease, accept a surrender of this Lease or terminate this Lease prior to the expiration of the Term, without the written consent of the Mortgagee.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 11 of 22 Pages

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

9.3 The Lessor 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 Lessor's reasonable legal and professional costs relating thereto, provided such modifications do not extend the Term.

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.

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.

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.

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.

SCHEDULE

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

14. NUISANCE

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

14.2 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.

16. RUBBISH

16.1 Without limiting Article 15, 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 Lessor 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 Hazardous Substances, 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. The Lessee will immediately give written notice to the Lessor 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 Hazardous Substances, Toxic Substances or Nutrients from the Premises in a manner which conforms with all such applicable environmental laws, permits, by-laws, ordinances, regulations, notices and orders governing the removal, movement and disposal of, Hazardous Substances, Toxic Substances or Nutrients;
- (b) provide all bonds or securities reasonably required by the Lessor or government authority having jurisdiction;



SCHEDULE

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- (c) if requested, obtain at the Lessee's expense, from an independent consultant designated or approved by the Lessor acting reasonably, verification of the complete and proper removal of the Hazardous Substances, 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 Hazardous Substances, Toxic Substances or Nutrients which originated on and whose source is the Premises.

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.

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 Lessor's 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 Lessor.

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 Substances, or Nutrients, 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 Substances, or Nutrients, will be and remain the sole and exclusive property of the Lessee and will not become the property of the Lessor or the First Nation notwithstanding the degree of fixation of the Hazardous Substance, Toxic Substances, or Nutrients, or the goods containing the Hazardous Substance, Toxic Substances or Nutrients, 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 or the Lessor 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 Lessor may, at the Lessee's expense, by the Lessor's 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 Lessor will have no obligation to the Lessee to complete such work.



SCHEDULE

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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.

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 Lessor, 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, liability insurance with the Lessor as an additional insured.

27. PROPERTY INSURANCE

27.1 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 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.



SCHEDULE

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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 Lessor 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.

29.2 The Lessee releases the Lessor, their respective officers, employees, agents or contractors from all liability for loss or damage caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure, except if the loss, damage or injury may arise out of the negligence or omission of the Lessor, its officers, employees, agents or contractors, and 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.

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 Lessor may, at the Lessee's expense, by the Lessor's 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 Lessor will have no obligation to the Lessee to complete such work.

31. BUILDINGS, FIXTURES AND CHATTELS

31.1 Ownership of any Improvements made upon or to the Lands by or for the Lessee will vest in the Lessee or any Sublessee, 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 Lessor 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 their 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 Lessor will not be responsible to the Lessee or Sublessee for any loss suffered by the Lessee or 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.



SCHEDULE

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32. INDEMNITY

32.1 The Lessee will indemnify and save harmless the Lessor 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, may peaceably and quietly possess, hold and enjoy the Lands during the Term without any interruption or disturbance by the Lessor or anyone claiming by or through the Lessor.

34. DEFAULT

34.1 Subject always to Section 8.1, if the Lessee is in actual default of a material obligation under this Lease, 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 and the Interested Parties under Article 8 and 47, the Lessor may take such action as provided in the Section 34.6.

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 of the Interested Parties. The copy of such notice may be given to the Interested Parties at the address specified by the Interested Parties 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 Interested Party will be construed as curing of that default by the Lessee. The Lessor grants any Mortgagee and any Sublessee access to the Premises for the purpose of curing any defaults under the Lease.

34.5 If any disagreement arises as to the occurrence or subsistence of a material default under this Lease 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 or and Interested Party in accordance with this Lease or at law, the question may be dealt with in accordance with Article 47 of this Lease.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 17 of 22 Pages

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

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 under this Lease by way of a claim in law against the Lessee for debt or damages, as the case may be, recoverable against the Lessee, the Lands or the rents derived therefrom by the Lessee, or seek an order of a court of competent jurisdiction restraining continuing breach, and has no right to cancel or terminate this Lease.

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 Lessor for the Lessee and for its successors and assigns. Without limiting any other remedy of the Lessor under this Lease, the Lessor 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 Lessor may but will not be obligated to do whatever is reasonably necessary to perform it. The Lessee will pay to the Lessor any cost or expense reasonably incurred by the Lessor in performing the covenant forthwith upon demand by the Lessor.

35.2 The Lessee will provide the Lessor, its 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 Lessor, its 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 LESSOR

36.1 If at any time before or after the expiration or earlier termination of the Lease the Lessor suffers or incurs 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 Lessor is compelled or, acting reasonably, elects 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 legal fees on a solicitor-client basis), together with interest as provided in Section 37.1, will be paid by the Lessee to the Lessor forthwith on demand.

37. ARREARS TO BEAR INTEREST

37.1 If any sum owing by the Lessee to the Lessor 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 two percent (2%) 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



SCHEDULE

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prejudice or affect any other remedies of the Lessor under this Lease or otherwise, or be construed to relieve the Lessee from any default.

38. REMEDIES CUMULATIVE

38.1 All rights and remedies of the Lessor are cumulative and are in addition to and do not exclude any other right or remedy provided in this Lease.

38.2 All rights and remedies of the Lessor 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.

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 40.1 will be subject to all the terms and conditions of this Lease except as they are inapplicable to the tenancy from month to month and rent shall be at fair market value.

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 Lessor is not to be responsible during the Term for any costs, charges, expenses or outlays of any nature in respect of the Premises.

42. WARRANTIES

42.1 The Lessor warrants that there is legal access to the Premises by public road and the Lessee's obligations hereunder are subject to such access remaining available during the Term.

42.2 The Lessor acknowledges that the Lessee is 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 Lessor's knowledge there are no environmental, heritage or cultural prohibitions to such development.

43. CERTIFICATE OF STATUS

43.1 The Lessor will from time to time, upon not less than 15 days prior request by the Lessee or a Mortgagee, execute and deliver a statement in writing certifying:



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 19 of 22 Pages

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

- (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
- (c) any other matters related to this Lease as may be reasonably requested.

43.2 The Lessee will reimburse the Lessor for any reasonable legal or consulting costs required for the Lessor to issue the statement required pursuant to Section 43.1.

43.3 If the Lessor shall fail or refuse to deliver such statement within the time provided herein, the Lessor will be deemed to have covenanted to each addressee named in such statement, that the Lessee is not in default of any provision of this Lease.

44. OTHER ENCUMBRANCES

44.1 The Lessor hereby authorizes 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 Lessor will be reimbursed by the Lessee for all reasonable legal and consulting costs required in order for the Lessor 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 Lessor 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 Lessor in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Lessor except by an express waiver in writing.



SCHEDULE

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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 Lease or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Arbitration Act* of British Columbia and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.

47.2 The Party requiring arbitration or any other dispute resolution process shall give timely notice of all arbitration proceedings to the Mortgagee and the Mortgagee may participate fully in the proceedings, if in the Mortgagee's reasonable opinion the outcome may affect 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 as shown on Part 1.

48.4 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.

48.5 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.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 21 of 22 Pages

[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 Lessor 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 Lessor 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 may reasonably request to better carry out or document the intentions expressed in this Lease.

55. NO OTHER AGREEMENTS BIND THE LANDS

55.1 The Lessor covenants with the Lessee that she is the sole lawful possessor 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.

56. AUTHORITY TO LEASE

56.1 The Lessor covenants that she has 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.

57. CORPORATE AUTHORITY

57.1 The Lessee warrants and represents to the Lessor that:



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 22 of 22 Pages

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

- (a) 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 in this Lease;
- (b) the Lessee is a Corporation duly registered under the laws of the Province of British Columbia, is not a reporting company and is a valid and subsisting company currently registered within the provincial corporate registry; and
- (c) the Lessee will remain in good standing with respect to the filing of annual reports with the provincial corporate registry.

58. PARAMOUNTCY

58.1 In the event of any inconsistency between the terms of the Lease registered in the Registry and the terms of the Lease registered British Columbia Land Title System, the Lessor and Lessee acknowledge and agree that the wording of the Lease registered in the Registry will prevail and all rights and obligations of the Lessee and Lessor will be as set out in the Lease registered in the Registry.

59. EXECUTION OF PART 1 BINDING

59.1 By signing Part 1 of this Lease, the Parties agree to be bound by its terms.

END OF DOCUMENT

Karley Scott
Electoral Officer, Westbank First Nation
karley@karleyscott.ca
250.300.8816

January 10, 2022

Westbank First Nation (WFN)
301-515 Highway 97 South
Kelowna, BC V1Z 3J2

Re: December 8, 2021 Referendum

Dear WFN,

The Appeal Period has now passed and I write to provide my report for the December 8, 2021 Referendum.

As you are aware, there were a total of 125 votes cast with 66 votes for 'YES' and 58 votes for 'NO'. There was one rejected Ballot as the Elector did not indicate 'YES' or 'NO' but instead handwrote on the Ballot that they needed more information. There were a total of 27 Mail in Ballots received by the close of polls.

The polling day was largely uneventful. There was one Elector who entered the polling place but didn't vote because they said they needed more information and the heat in the polling place was malfunctioning until about mid-morning but it didn't appear to impact Electors. There were no observers for the count. I conducted the count and the Deputy Electoral Officers (Audrey Wilson, Ashley Mazur, Christie Armstrong) completed the tally sheets.

I will retain all ballots until the 120 day period (April 7, 2022) has passed and will notify you once they have been destroyed.

I am honoured to have had the opportunity to act as your Electoral Officer and, as always, I loved working with the WFN team on this Referendum. Please let me know if you would like to discuss.

Respectfully,

A handwritten signature in black ink, appearing to be 'KS' with a large, stylized flourish.

Karley Scott

items as a personal gift.

FINANCIAL SERVICES

Lakeridge Park - Lease Extension and Related Documents
(WFN staff Report to Council prepared by J. Bauer is attached to these minutes as EXHIBIT "H.")

J. Bauer

Reviewed his staff report with Council.

M. McDonald, Q.C.

We have had to circle back and make sure this worked for both parties. There is benefit to WFN here.

səxˀkˀinmaʔm F. Alexander

In terms of creating revenue, leaving room to make changes is important. Being optimistic, it would be beneficial to allow room for property tax changes.

RESOLUTION

220321-07

MOVED BY *səxˀkˀinmaʔm L. Hogaboam*

Seconded by *səxˀkˀinmaʔm F. Alexander*

THAT iʔ yi səxˀkˀinmaʔm wəy yaʔspuʔúsməlx/Council resolves to approve the terms of and execute: (i) the **Lakeridge Park** Lease Extension between WFN and LPRC; (ii) the associated Promissory Note; and (iii) transfers and discharges of land title office charges held by Sookinchute Utility Corporation (SUC).

CARRIED