

LAND SERVICES SEARCH REQUEST CLIENT COPY

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CANADIAN SECURITIES
REGISTRATION SYSTEMS

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Burnaby, BC V5G 3S8
Phone: 604-637-4000 / 1-800-561-1404
Fax: 604-637-4001 / 1-800-590-3310

Order #: 3536629
Reference: PHONE ORDER
Ordered on: 2011-09-02

Processed by: Steven Brine tel: 604-637-4004 ext 4048 / fax: 604-637-4001

Attention: SAM WYATT
Client #: 24696
Re/Max
#410-650 West 41st Ave.,
Vancouver, BC, V5Z 2M9

Phone: 604-264-5718

Requested services on the following:

Address: City is missing, BC
Registry: BC Online (Land)
PID: 007-855-656
Special instructions: head lease
a53762 remarks a53763 L79787
Special instructions for the client: RESULT ATTACHED.

Requested services:

Copy: head lease

Billing information:

Bill to: Client #: 24696
Re/Max

Return method:

E-Mail: manager@rescreative.com

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Department of
Indian Affairs and
Northern Development

A53762



A53762

Ministère des
Affaires indiennes et
du Nord canadien

AUG 7 PM 2:06

Substitute for form C

Date Aug 7 1973 Nature of Interest Lease for 20 years

Declared value \$25,463.00 Disposition of Off. Property

Please merge 569230-41

Telephone No. 684-1601

as Solicitor Agent
Anderson & Robb
150-777 Broadway
Vancouver 108

THIS INDENTURE made this 9th day of July in the year of our Lord One Thousand Nine Hundred and Seventy-three.

HER MAJESTY QUEEN ELIZABETH II,
represented herein by the Minister of
Indian Affairs and Northern Development,

(hereinafter called the "Minister")

OF THE FIRST PART

SALISHAN DEVELOPMENTS LTD., a Company
duly incorporated under the laws of the
Province of British Columbia, and having
its registered office at 700 West Georgia
Street, 19th floor, in the City of Vancouver,
in the Province of British Columbia
(Inc. No. 109,161)
(hereinafter called the "Lessee")

B.C. LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

OF THE SECOND PART

WHEREAS the land hereinafter described is Indian Reserve land within the meaning of the Indian Act, Chapter 18, Revised Statutes of Canada 1970 and has been surrendered and is being leased under the provisions of the said Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Minister for and in consideration of the rent, covenants, stipulations, agreements and conditions hereinafter respectively reserved and contained, on the part of the Lessee to be respectively paid, observed, performed, fulfilled and abided by, hath demised and leased, and by these presents doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land lying within and being part of Musqueam Indian Reserve No. Two (2), in the Province of British Columbia, and which is more particularly described as follows:

Lot Fifty-six (56), of Parcel B, Musqueam Indian Reserve
No. Two (2), Group One (1), New Westminster District, Plan 14341.

(Reference Canada Land Surveys Records Plan No. 55996)

THAT this Lease shall and does hereby constitute an interest in land, any rule of law, statute or equity to the contrary notwithstanding, and all covenants contained herein shall wherever applicable run with the land.

TO HAVE AND TO HOLD the said demised premises for and during the term of years from the 9th day of July, One Thousand Nine Hundred and Seventy-three until and to be fully complete and ended in any event on the thirty-first day of December, Two Thousand and Seventy-Three.

YIELDING AND PAYING THEREFOR upon the execution of these presents the sum of TWENTY-FIVE FOUR HUNDRED AND SIXTY-THREE (\$25,463.00) - - Dollars, unto the Minister without any deduction, defalcation or abatement whatsoever, such sum to be paid to the Minister at his Department in the City of Ottawa, in the Province of Ontario, or to such person or body corporate and at such place as the Minister or his Deputy may authorize in writing to receive the same. The said rent herein reserved and any other money payment to be made by the Lessee to the Minister under the provisions of this Lease shall be made in lawful money of Canada, and may be paid by certified cheque or Bill of Exchange, payable in Canadian Funds to the Receiver General of Canada, unless otherwise directed:

AND ALSO PAYING THEREFOR as aforesaid the sum of four hundred and sixty-three dollars (\$463.00) unto the Minister for sewer and water connection charges.

PROVIDED ALWAYS and it is hereby understood and agreed by and between the said parties hereto and it is the true intent and meaning of these presents, that the said demise or lease of the said lands hereby made for the said term of years is subject to the several stipulations, agreements, terms, covenants and conditions hereinafter expressed and contained, that is to say:

1. THAT the Lessee shall and will well and truly pay or cause to be paid the said rent in the manner before stated.
2. THAT subject to the full terms of this Lease and subject to Section 54 of the Indian Act, Revised Statutes of Canada, 1970, Chapter 18, and all amendments thereto, provided there is not any default hereunder, the

Lessee and any approved Assignee shall have full power and authority during the said term of the Lease, to assign, mortgage, pledge, hypothecate or otherwise encumber this Lease for the whole or any part of the said term, subject to the consent of the Minister which consent shall not be unreasonably withheld. Provided however it shall be a term of any Assignment of this Lease that any Assignee shall covenant in writing to abide by the full terms of this Lease.

3. THAT the Lessee shall pay and discharge all taxes, rates, levies, duties, charges and assessments whatsoever now charged or hereafter to be charged by any authority, Civic, Municipal, Provincial, Federal or otherwise, upon the said demised premises or upon the said Lessee or Occupier in respect thereof or payable by either in respect thereof, and as and when the same become due, and in the event the aforesaid is not duly paid and discharged at the option of the Minister the Minister may pay and discharge the same and in such event any payment so made shall constitute rent forthwith due and payable by the Lessee to the Minister. AND by these presents the Lessee covenants and agrees for himself and for his assigns and for all parties through and under him, that in the event of any such unrecited default of payment, any Civic, Municipal, Provincial or Federal authority or otherwise, shall be entitled to foreclose this Lease and enter the lands and premises and the balance of the term hereunder shall then be forfeit unto such authority, and which authority shall endeavour to lease the lands and premises upon the same terms and conditions as are contained herein. AND FURTHER in any of the aforesaid events, the Lessee shall indemnify and save harmless the Minister and his agents from all loss, damage, costs and expense resulting therefrom.

4. The Lessee, his servants, agents, invitees and other persons on the premises herein demised shall, during the term of this Lease, and at his own expense, promptly observe, perform, execute and comply with all laws, bylaws, rules, requirements, orders, directions, ordinances, and regulations and standards set forth in the same of the City of Vancouver and of every authority having such competence, Civic, Municipal, Provincial, Federal or otherwise concerning the demised premises and buildings and other improvements constructed therein and thereon. The Lessee hereby covenants with the Minister that and if and whenever the Lessee shall contest the validity of any such laws, bylaws, rules, requirements, orders, directions, ordinances and regulations the Lessee shall indemnify and save harmless the Minister and his agents from all loss, damage, cost and expense suffered by the Minister and his agents by reason of the Lessee undertaking such proceedings and that the Lessee will conduct any such proceedings after the commencement thereof expeditiously and with all reasonable diligence, and further the Lessee shall furnish such security as may be required by the Minister to safeguard the rights of the Minister in the event the said proceedings would adversely affect the Minister. And for greater certainty the Lessee agrees that all laws, bylaws, rules, requirements, orders, directions, ordinances and regulations from time to time in force in the City of Vancouver shall form part of this indenture and the Lessee covenants to observe and obey the same.

5. The Lessee covenants and agrees to indemnify and save harmless the Minister against any and all claims, suits or causes of action or other proceedings by or on behalf of any person or persons, corporation or corporations, or any Civic, Municipal or governmental authority arising from the conduct and management of all forms of any work or things whatsoever done, in, on, or about the demised premises during the term of this Lease or arising during the term from any condition of any building, walk or driveway, or arising from the neglect or tort of the Lessee, its agents, contractors, servants, or employees or from any accident, damage, or injury whatsoever, however caused to any person or parties in, on, or about the demised premises.

6A. During the term of this Lease the Lessee shall at his sole cost and expense, insure and keep insured all improvements constructed on the demised premises against loss or damage by fire with an extended coverage endorsement in an amount equal at all times to not less than full cost replacement insurable value, on forms and in companies licensed to carry on business in British Columbia satisfactory to the Minister. Policies for such insurance shall be for the mutual benefit of the Minister and the Lessee or any loss payee, each as their respective interest may appear. The Lessee agrees to furnish the Minister with Certificates evidencing such insurance immediately after the same are issued and to furnish the Minister with a Certificate of Renewal at least five (5) days prior to the date of the expiration of any policy in force or other evidence satisfactory to the Minister establishing that the insurance has been renewed. In the event the Lessee fails to effect such insurance or renewals thereof or to furnish the Certificates to the Minister, the Minister may procure such insurance and the premium paid by the Minister thereof shall be deemed to be added as rent forthwith due and payable by the Lessee to the Minister, and collectible together with prevailing Bank interest thereon until fully paid and satisfied.

6B. During the term of this Lease the Lessee shall at his sole cost and expense maintain public liability insurance on forms and in a company licensed to carry on business in British Columbia satisfactory to the Minister against claims for personal injury, death or property damage occurring upon, in or about the said lands arising out of or resulting from the possession, occupation, use and control of the said lands by the Lessee, such insurance to afford protection to a limit from time to time as stipulated in writing by the Minister. Policies for such insurance shall be for the mutual benefit of the Minister and the Lessee and the Lessee agrees to furnish the Minister with certificates evidencing such policies immediately after the same are issued and to furnish the Minister with a Certificate of Renewal at least five (5) days prior to the date of the expiration of any policy in force or other evidence satisfactory to the Minister establishing that the insurance has been renewed. In the event that the Lessee fails to effect such insurance or renewals thereof or to furnish the certificates to the Minister, the Minister may procure such insurance and the premium paid by the Minister therefor shall be deemed to be added as rent forthwith due and payable by the Lessee to the Minister.

7A. The Lessee shall neither use nor suffer nor permit nor allow the lands and premises to be used, or any portion thereof, for any other purpose than for which the same are hereby leased, namely residential purposes consisting of single-family dwellings.

7B. The Lessee agrees not to commence construction on the demised premises unless and until he shall have first obtained the written approval from the Minister or such person as he shall designate of the plans for the construction and location of such residential dwelling premises and appurtenances. It is expressly understood that the total building area of the dwelling to be constructed on the demised premises shall contain not less than 1,200 square feet livable ground level, and shall be at a cost of not less than \$30,000. Subject to prevailing market conditions, the Minister reserves the right to increase or decrease the aforesaid amounts with a view to maintaining at all times premises of comparable sizes and values within this controlled subdivision.

7C. Upon construction of the said single family dwelling being initiated, the Lessee agrees to duly and diligently process the same to completion, and in the event of any reasonable delay, the Minister shall have the right to complete the same and to be reimbursed therefor by the Lessee and any sum so spent by the Minister shall be collectible from the Lessee by the Minister as additional rental, together with prevailing Bank interest thereon until fully paid and satisfied, or alternatively, the Minister may cancel this Lease and any and all sums paid by the Lessee to the Minister shall be forfeited to the Minister as liquidated damages.

8. The Lessee shall not carry on, nor do, nor allow to be carried on, nor done, upon the lands, and premises any work, business or occupation which may be a nuisance or annoyance to the Minister or to any other Lessee of the Minister or any other Occupant or Assignee of lands or premises demised by the Minister or which may increase or otherwise alter the rates of insurance which this Lessee or other Lessees of the Minister or Occupants are required to effect.

9. (a) That the Lessee shall, at all times during the term herein, keep the houses and buildings and all improvements thereon erected, in a good and tenantable state of repair; and the Minister may enter and view state of repair and, unless otherwise stipulated herein, the said houses and buildings and all improvements shall revert to and become the property of the Minister on the expiration of this Lease or any other termination thereof, without the payment or allowance by the Minister of any sum of money whatever to the Lessee for any houses, buildings or improvements erected by the Lessee on the said land.

(b) If any building or other improvement constructed at any time upon the lands during the term of this Lease is damaged or destroyed during the said term the Lessee shall proceed at its own expense with reasonable diligence to repair, remodel, alter, or restore the same to substantially the same replacement cost as the same had before such damage or destruction or alternatively the Lessee shall with reasonable diligence construct a new building on the site of the damaged or destroyed building which new building shall be of a value not less than the replacement cost of the old building prior to its damage or destruction, as the case may be.

(c) For the purposes of subparagraph (b) the value of the new building shall be the replacement cost of the damaged or destroyed building immediately prior to such damage or destruction, as the case may be, and if the Minister and the Lessee cannot agree on the replacement cost of the damaged or destroyed building as of that time the question shall be determined under the authority of paragraph (g) of subsection (1) of Section 18 of The Exchequer Court Act.

10. The Lessee covenants and agrees that:

(a) He shall at all times during the said term, maintain the gardens and grounds of the said premises in good order, and properly plant and carefully preserve the trees and all ornamental bushes and shrubs which are now or may at any time during the said term be growing on the said premises, and replace such of the shrubs and plants as may die or require replacing and will exercise control of noxious weeds on the property that will tend to eradicate same and prevent their increase on the land and their spreading to adjoining property.

(b) No trailer with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the said lands or any part thereof unless concealed in a wholly enclosed garage.

(c) No horses, cattle, hogs, sheep, poultry or other livestock or animals other than household pets normally permitted in private homes in urban residential areas shall be kept on the said lands. No breeding of pets for sale shall be carried on upon the said lands. No animals shall be permitted to roam at large on any street or lot so as to create a nuisance.

11. ^{11.} IN THE EVENT THAT the Lessee or any approved Assignee of the Lessee shall at any time during the term hereof,

- See attached Page (a).
- (a) File a petition in bankruptcy or make an assignment for the benefit of creditors;
 - (b) Be adjudicated as bankrupt or insolvent;
 - (c) File any petition or institute any proceedings under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;
 - (d) Be subject to the appointment of a receiver or trustee who is not discharged within ninety (90) days from the time of such appointment;
 - (e) Have its interest in the Lease created hereunder seized in execution or by process of law and not released within ninety (90) days from the date of such taking;
 - (f) Fail to pay the rent reserved hereunder within thirty (30) days after the day upon which it became due and payable;
 - (g) Fail to pay taxes on the said lands and improvements thereon to the appropriate authorities as they become due;

(h) Fail to perform or observe any covenant contained in this agreement on its part; then it shall be lawful for the Minister at the option of the Minister to declare the term hereby created ended and this Lease terminated and thereupon these presents and anything herein contained and the estate or term hereby created, shall absolutely cease, determine and be void, without re-entry or any other act or suit or legal proceedings to be brought or taken; provided the Minister shall nevertheless be entitled to recover from the Lessee any rent or charges then accrued or accruing and moreover that any right of action by the Minister against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations, or conditions contained in this Agreement shall not be thereby prejudiced. Provided further in such event that the Minister or his agent may re-enter the said lands or any portion thereof and thereafter, have, possess and enjoy them as if this Lease had not been made. Provided also that in the event of any such default, the Lessee shall indemnify and save harmless the Minister and his agents from all loss, damage, costs and expense resulting therefrom.

12. (a) FURTHER if the Lessee shall fail to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Minister may from time to time in the discretion of the Minister, perform or cause to be performed any of such covenants or obligations or any part thereof and for such purpose may do such things as may be requisite, and he shall be reimbursed therefor from the Lessee forthwith and any sum so incurred or spent by the Minister shall be collectible from the Lessee by the Minister as additional rental together with prevailing Bank interest thereon until fully paid and satisfied.

(b) The obtaining of a judgment or judgments on any covenant herein contained shall not operate as a merger of such covenant.

(c) In the event of any default hereunder the Lessee shall pay full costs arising therefrom, and whether before action or otherwise, and at the option of the Minister, upon a solicitor and client basis.

13. (a) AND THAT ANY NOTICE AFFECTING the tenancy hereunder which the Minister may desire to serve upon the Lessee shall be sufficiently served on the Lessee if left addressed to him on the demised premises or posted to him addressed to his last known address, or if left at the said address. (A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it was sent.)

(b) AND THAT ANY NOTICE AFFECTING the tenancy hereunder which the Lessee may desire to serve upon the Minister shall be sufficiently served on the Minister if it is addressed to the Minister of Indian Affairs and Northern Development, Parliament Buildings, Ottawa, Ontario, or to such persons or body corporate and at such place as the Minister or his Deputy may authorize in writing to receive the same. (A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it was sent.)

11 A. IN THE EVENT THAT the Lessee or any approved Assignee of the Lessee shall at any time during the term hereof,

- (a) Fail to pay the rent reserved hereunder within thirty (30) days after the day upon which it became due and payable;
- (b) Fail to pay taxes on the said lands and improvements thereon to the appropriate authorities as they become due;
- (c) Fail to perform or observe any covenant contained in this Lease on its part;

then it shall be lawful for the Minister at the option of the Minister to declare the term hereby created ended and this Lease terminated and thereupon these presents and anything herein contained and the estate or term hereby created, shall absolutely cease, determine and be void, without re-entry or any other act or suit or legal proceedings to be brought or taken; provided the Minister shall nevertheless be entitled to recover from the Lessee any rent or charges then accrued or accruing, and moreover that any right of action by the Minister against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations, or conditions contained in this Lease shall not be thereby prejudiced. Provided further in such event that the Minister or his agent may re-enter the said lands or any portion thereof and thereafter, have, possess and enjoy them as if this Lease had not been made. Provided also that in the event of any such default, the Lessee shall indemnify and save harmless the Minister and his agents from all loss, damage, costs and expense resulting therefrom.

Provided however where prior to such default or defaults, (i) the Lessee has mortgaged his Lessee's interest hereunder, and (ii) such mortgage has been duly registered in the Land Registry Office for the Vancouver Land Registration District, and (iii) the Minister has received written notice of such mortgage, the Minister shall, prior to exercising his option to declare the term ended and this Lease terminated, give written notice to the Mortgagee that unless the Mortgagee shall within ninety (90) days of the date of such notice remedy the defaults set out in the notice, the Minister shall declare the term ended and this Lease terminated. Such notice shall be sufficiently given to the Mortgagee if left addressed to the Mortgagee at his last known address. (A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it was sent.)

11 B. IN THE EVENT THAT the Lessee or any approved Assignee of the Lessee shall at any time during the term,

- (a) File a Petition in Bankruptcy or make an assignment for the benefit of creditors; or
- (b) Be adjudged as bankrupt or insolvent,

the Bankrupt's interest hereunder shall be vested in his Trustee or Receiver in Bankruptcy. Provided however such Trustee or Receiver shall be bound by all the terms and covenants of this Lease as though he were the Lessee hereunder.

[Handwritten signature]

14. (a) THAT no waiver of any breach of covenant which may take place shall be binding unless the same be expressed in writing over the signature of the Minister, and any waiver so expressed shall extend only to the particular breach to which such waiver shall specifically relate and shall not be deemed to be a general waiver, or to limit or affect the rights of the Minister with respect to any or other future breach.

(b) No remedy conferred upon or reserved to the Minister is intended to be exclusive to any other remedy herein or by law provided, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute.

(c) Nothing herein contained shall at any time create or be construed as creating a joint venture, partnership relationship or any relationship between the parties hereto and their assigns other than that of Lessor and Lessee.

15. (a) If, during the term of the within Lease, any Mechanic's Lien or other lien for work, labours, services or materials be filed in respect of, or attached to the lands or any portion thereof, or to any buildings or other improvements erected therein and thereon, the Lessee covenants and agrees to indemnify and save harmless the Minister from all costs incurred thereby and all claims, demands and actions, either at law or in equity, arising or which might arise out of such Mechanic's Lien or other lien.

(b) The Lessee shall have the right at any time or from time to time to place notices upon the said lands for and on behalf of the Minister pursuant to the provisions of the Mechanic's Lien Act, Revised Statutes of British Columbia, 1960 and all amendments thereto or such other statute or statutes of like effect for the time being in force, giving notice that the Minister will not be responsible for improvements to the demised premises or to any part thereof or to give notice in writing to any person or persons who might claim a lien under any such act.

16. And at the expiration or sooner termination of this Lease, the Lessee shall peaceably surrender and give up possession of the lands and premises without notice from the Minister, any right to notice or to quit or vacate being hereby expressly waived by the Lessee, any law usage or custom to the contrary notwithstanding.

17. Proviso for re-entry by the Minister on non payment of rent or non performance of covenants, agreements, conditions, stipulations or seizure or forfeiture of the said term.

18. No member of the House of Commons or the Senate shall be admitted to any share or part of the within agreement or to any benefit to arise therefrom.

19. The Lessee shall not suffer or permit the commission of any waste upon the lands.

20. Time is of the essence of this Lease and of all provisions hereof.

21. The cost of the preparation of this Lease shall be borne by and paid by the Lessee.

22. THE MINISTER COVENANTS WITH THE LESSEE FOR QUIET ENJOYMENT.

23. AND IT FURTHER AGREED that this Lease and any assignment thereof shall be subject to the provisions of the Indian Act and Regulations established thereunder which may now be in force or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

24. PROVIDED the Minister, or any person or persons so designated by the Minister and the City of Vancouver Inspectors under the provisions of the Vancouver City Charter, shall have the right at all reasonable times to enter upon the lands or any part thereof for the purpose of inspecting any buildings or other improvements made thereon or thereon and for such other purposes as the Minister may deem necessary.

25. AND IT IS ALSO HEREBY AGREED that the whole agreement between the parties hereto is as set forth herein, and that no representations, warranties or conditions have been made other than those contained herein, and that no agreement collateral hereto shall be binding upon the Minister unless it be made in writing and signed by the Minister.

26. IT IS HEREBY declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, and each his heirs, executors, administrators, successors and assigns respectively, and words in the singular shall include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Lessee shall be joint and several.

27. The Lessee hereby acknowledges having received a true copy of this Lease.

28. The attached Rules and Regulations marked as Schedule "A" shall form and be part of the within Lease.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development has hereunto set his hand the day and year first above written.

IN WITNESS WHEREOF the Lessee has hereunto set his hand and Seal the day and year first written above.

APPROVED AND
SIGNED
TO BE
LEGAL
TO

C.H.B.

SIGNED AND DELIVERED
in the presence of:

Barbara Barr, Secretary

14th Floor, Pacific Centre, Vancouver

As to the signature of the Minister of Indian Affairs and Northern Development

[Signature]
Minister of Indian Affairs and Northern Development

SALISHAN DEVELOPMENTS LTD.

SIGNED, SEALED AND DELIVERED
by the Lessee in the Presence of:

The Corporate Seal of
SALISHAN DEVELOPMENTS LTD.
was hereunto affixed in the
presence of:

[Signature]
C. H. B.

Lessee (Seal)

Lessee (Seal)

RULES AND REGULATIONS

SCHEDULE "A"

(Forming part of this Lease and any Assignment thereof)

LESSEE'S COVENANTS

The Lessee, as to the lands and premises hereinbefore described, with intent to be binding upon all persons who may for the time being be assignees, mortgagees, transferees, sub-lessees, occupiers, or successors in title or in any interest in, of, or to the said lands of the interest of the Lessee or any of the said persons therein and thereto as long as he or they shall have any right, title, or interest in and to the said lands and premises either at law or in equity, HEREBY COVENANTS with the Minister, his successors and assigns that the Lessee and all persons deriving title from him and his successors in title or interest, and all other persons hereinbefore referred to shall at all times hereafter observe and perform the restrictions, stipulations, and conditions herein set forth, with intent that this covenant and such restrictions, stipulations, and conditions shall run with and be binding upon the said lands and premises and every part thereof unto whosoever the same may come, and the same shall enure to the protection and benefit of every other of the said lots or parcels in the said sub-division, and every beneficial owner and occupier thereof for the time being, severally, and his or their successors in title or interest and to the Minister, his successors and assigns with full power to enforce the performance and observance of the said covenants.

And the Lessee shall procure every person to whom the said lands and premises or any parcel or parcels thereof or any interest therein is, let, sold, assigned, transferred, or permitted to be occupied, to enter into covenants similar to those contained in this and the next preceding paragraph hereof, and the Minister shall not be bound to consent to any assignment, transfer, or granting by the Lessee of any interest in the said lands by the Lessee, including the right to occupy the same, until all such other persons have entered into covenants similar to those contained in this and the preceding and succeeding paragraphs hereof with the Minister and such covenants shall be expressed to enure to the protection and benefit, severally, of the Minister and of the beneficial owners and occupiers of every other lot or parcel in the said subdivision and their successors in title or interest.

The word "subdivision" for the purpose of these presents shall mean and include all those certain parcels or tracts of land, lying, situate, and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

LOTS ONE (1) to ONE HUNDRED AND THIRTY-SEVEN (137), OF PARCEL (B), MUSQUEAM INDIAN RESERVE, No. TWO (2), GROUP ONE (1), NEW WESTMINSTER DISTRICT.

PROVIDED HOWEVER but notwithstanding anything herein contained the Minister shall not be bound to bring or maintain for himself or by or for or on behalf of the Lessee, his assigns or any occupier of the said lands or premises or any persons holding by, through, or under the Lessee any action at law or in equity to maintain or enforce the same, and any such action brought to enforce the same shall be at the sole expense of the Lessee, his heirs, executors, administrators, assigns, or any person holding by, through, or under him, as the case may be.

SCHEDULE OF RESTRICTIONS

1. No more than one dwelling for one family or household unit, with such further structures as may be necessary for the accommodation of any servant or servants of such one-family or household or such further structures as may be incidental and necessary to the use of such one-family or household, shall be erected on any one parcel or lot.
2. No building or any part thereof shall be used for a shop, rooming house, boarding house, resort, hospital, private school, hotel, cabin, or any other place of trade or business, and the same shall be used exclusively for the erection thereon of single family dwellings.
3. There shall not be erected, constructed, moved upon, or made upon the said lands any residence, building, fence, or other improvement or addition thereto or alteration thereof unless the same as to plans, elevations, specifications, (including all materials to be used and quantities and qualities thereof) have been approved in writing by the Minister or his appointee, which shall have the right and power to approve or reject the same, and plans and specifications of any proposed erection, construction, addition, or alteration shall be first submitted to the Minister or his appointee. Any such erection, construction, addition or alteration shall conform with the standards of construction as set out in the Building By-laws of the City of Vancouver, pertaining to one-family dwellings, the National Building code, and the restrictive covenants referred to herein, and shall be subject to all duly authorized and permitted inspections under the aforesaid By-laws and National Building Code; in the event of there being a difference of standards between the Building By-laws, National Building Codes, and the restrictive covenants referred to herein, the highest standards shall govern.
4. No building, fence, swimming pool, or other improvement whatsoever shall be erected or constructed on the premises, except at such place or places and in such position on the premises as shall have been approved by the Minister or his appointee.
5. No dwelling house, together with ancillary buildings shall cover less than fifteen per cent (15%) of the total area of the parcel of land on which it is situate, and no one owner shall construct a dwelling house covering more than one parcel of land, unless the prior approval of the Minister or his appointee has been obtained.
6. No building, fence, or other improvement or alteration or addition thereto shall be left uncompleted, and once work has commenced upon any building, structure, or improvement whatsoever, the same shall be completed with due diligence in a workmanlike manner.
7. No parcel of land shall be subdivided and no building or part thereof shall be let with the intent or purpose that the same or any part or parts thereof be used or occupied by more than one family or household unit.
8. No debris, vegetation, garbage, or offensive matter of any description shall be permitted to accumulate on any lot, or within any dwelling or ancillary building.
9. No billboards, placards, advertising, or signs of any description shall be erected or displayed upon the premises or any part thereof, or on any residence or building, or in any window or door of any residence or building on the premises, save and except name plates of any physician or other professional person to be approved by the Minister or his appointee, and SAVE AND EXCEPT not more than one "for sale" sign not exceeding three feet by two feet (3' x 2') in size.
10. The undersigned Lessee agrees to the aforesaid Rules and Regulations, which hereby are a part of this Lease, and each of them and of all Assignments thereof, and covenants to fully comply with the same.

Witness:

B. A. C. S. S. S.
1401, Pacific Centre
Vancouver 126

[Signature]
 Minister

SALISHAN DEVELOPMENTS LTD.

Lessee

The Corporate Seal of
 SALISHAN DEVELOPMENTS LTD.
 was hereunto affixed in the
 presence of:

[Signature]
[Signature]

Lessee

MINISTER OF
INDIAN AFFAIRS AND
NORTHERN DEVELOPMENT



53762
MINISTRE DES
AFFAIRES INDIENNES
ET DU NORD CANADIEN

DELEGATION OF AUTHORITY
UNDER THE INDIAN ACT AND REGULATIONS
MADE PURSUANT TO THE SAID ACT

Know all men by these presents that I, Jean Chrétien, Her Majesty's Minister of Indian Affairs and Northern Development, pursuant to the powers vested in me by the Indian Act and without restricting the generality of the aforesaid, particularly under Section 53 thereof, do authorize Larry Wight, the Regional Director of Indian Affairs and Northern Development for British Columbia, or his lawful successor or successors in office, to perform and exercise all of the duties, powers and functions that may or are required to be performed or exercised by me under Section 53 of the Indian Act for the purpose of leasing land in Salish Subdivision in Musqueam Indian Reserve No. 2, in the Province of British Columbia, as shown on the plan prepared by James C. Davidson, B. C. L. S. Plan No. 55996, dated the 8th day of April 1968.

DATED at Ottawa, Ontario, this 22nd day
of December, 1971.

A handwritten signature in cursive script, reading "Jean Chrétien".
Minister of Indian Affairs
and Northern Development.

LAND REGISTRY
VANCOUVER, B.C.

73 AUG 7 PM 2:07



A53763

A53763

ASSIGNMENT OF LEASE
AUG-73 7 8 2 1 7 L.A.4.

THIS INDENTURE made this 9th day of July, 1973

BETWEEN:

SALISHAN DEVELOPMENTS LTD., a Company duly incorporated under the laws of the Province of British Columbia, and having its registered office at 1900 - 700 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, (Inc. No. 109,161)

(hereinafter called the "Assignor")

OF THE FIRST PART

COLIN ALISTAIR CAMPBELL, Radiologist, and ELAINE TERRY CAMPBELL, his wife, both of 210 - 4625 Valley Drive, in the City of Vancouver, in the Province of British Columbia, "JOINT TENANTS"

(hereinafter called the "Assignee")

OF THE SECOND PART

HER MAJESTY QUEEN ELIZABETH II, represented herein by the Minister of Indian Affairs and Northern Development,

(hereinafter called the "Minister")

OF THE THIRD PART

WHEREAS:

A. By a Lease dated the 9th day of July

1973, made between Her Majesty Queen Elizabeth II, represented therein by the Minister of Indian Affairs and Northern Development as Lessor and SALISHAN DEVELOPMENTS LTD.

as Lessee, which Lease hereinafter referred to as "Head Lease", and which Head Lease was registered in the Land Registry Office for the Vancouver Land Registration District, on the 7th day of August 1973, under No. A 53762, the Minister did demise unto said Lessee the following lands:

All and singular that certain parcel or tract of land lying within and being part of the Musqueam Indian Reserve No. 2, in the Province of British Columbia, and which is more particularly described as follows:

Lot Fifty-six (56) of Parcel B, Musqueam Indian Reserve No. Two (2), Group One(1), New Westminster District, Plan 14341.

(hereinafter called the "demised lands and premises")

(Reference Canada Land Surveys Records Office Plan No. 55996)

AUG 13 1973

FOR THE G. LAND REGISTRY, ACT
SECTION 50
D. H. STURCH, REGISTRAR
VANCOUVER LAND REGISTRATION DISTRICT

Substitute for form

Date Aug 7 1973

Declared value \$25,000.00

Please merge

Telephone No. 667-1601

as Solicitor/Agent

Signed and attested by me

150-777, Honey Rd

Vancouver B.C.

TO HOLD the same from the 9th day of July 1973 until and to be fully complete and ended in any event on the thirty-first day of December, two thousand and seventy-three, and subject to the Lessee's covenants and agreements therein contained.

8. Such original Lessee's interest has subsequently been assigned as follows:

1. NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of these premises and the sum of THIRTY-FIVE THOUSAND SIX HUNDRED AND SIXTY-THREE - - - - - DOLLARS (\$35,663.00 -) of lawful money of Canada, now paid by the Assignee to the Assignor and other good and valuable consideration (the receipt whereof is hereby acknowledged by the Assignor) the Assignor DOETH HEREBY GRANT and assign unto the Assignee all of the Assignor's interest in the demised lands and premises together with the unexpired term of years of the Head Lease and the said Head Lease and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee, his heirs, executors, administrators, and approved assigns subject to the payment of the rents and the observance and performance of the Lessee's covenants and conditions in the Head Lease contained.

2. The Assignor hereby covenants with the Assignee that:
 - (a) Notwithstanding any act of the Assignor, the Head Lease is a good, valid and subsisting lease, and the rents thereby reserved have been duly paid, and the covenants and conditions therein contained have been duly observed and performed by the Assignor up to the day of the date hereof.
 - (b) The Assignor now has in him good right, full power and absolute authority to assign the demised lands and premises in the manner aforesaid, according to the true intent and meaning of these presents.
 - (c) Subject to the said rent, the Lessee's covenants and the conditions contained in the Head Lease, and the encumbrances hereinafter set forth, the Assignee may enter into and upon and hold and enjoy the demised lands and premises for the residue of the term granted by the Head Lease for his own use and benefit, without any interruption of the Assignor or any other person whomsoever claiming or to be claimed by, through or under him.

PROVIDED HOWEVER that the said Lease is encumbered as follows:

53763

2. (d) The Assignor shall from time to time and at all times hereafter, at the request and at the cost of the Assignee, execute such further assurances of the demised lands and premises as the Assignee shall reasonably require.
3. The Assignee hereby covenants with the Assignor and in consideration of the Minister consenting to this Assignment with the Minister that:
- (a) The Assignee shall at all times abide by the full terms of the Head Lease and shall pay the rent and perform the Lessee's covenants, conditions and agreements therein respectively reserved and contained and shall indemnify and save harmless the Minister and the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.
- (b) The Assignee shall cause every future Assignee to covenant in writing to abide by the full terms of the Head Lease.
- (c) The Minister shall be entitled to all remedies in respect of non-payment of rent and breaches of covenants, conditions and agreements in the Head Lease as if the Assignee were the Lessee named in the Head Lease.
4. The Assignee shall effect registration of this Assignment in the Land Registry Office for the Vancouver Land Registration District as soon as reasonably possible following execution, and the cost of the preparation and registration of this Assignment shall be borne by and paid for by the Assignee.
5. IT IS HEREBY declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, and each his heirs, executors, administrators, successors and assigns respectively and words in the singular shall include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed hereunder upon the Assignee shall be joint and several.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development DOES HEREBY CONSENT TO THIS ASSIGNMENT and has hereunto set his hand the day and year first above written.

IN WITNESS WHEREOF the Assignor and the Assignee have hereunto their hands and seals the day and year first above written.

APPROVED AS
TO FORM

SIGNED, AND DELIVERED
in the presence of:

APPROVED AS
TO CONTENT.

CMB

LAND TITLE
Development

Barbara Barr, Secretary
As to the signature of the Minister
of Indian Affairs and Northern
Development

Minister of Indian Affairs and
Northern Development

SIGNED, SEALED AND DELIVERED
by the Assignor in the
presence of:

The Corporate Seal of
SALISHAN DEVELOPMENTS LTD.
was hereunto affixed in the
presence of:

SALISHAN DEVELOPMENTS LTD.

SIGNED, SEALED AND DELIVERED
by the Assignee in the
presence of:

G. ROY LONG, JR.
BARRISTER & SOLICITOR
BIRKS BUILDING
VANCOUVER, B. C.

As to both signatures

COLIN ALISTAIR CAMPBELL
ELAINE TERRY CAMPBELL

3
Title No. C 38748-1

NOV 12 1983
LAND TITLE OFFICE
VANCOUVER B.C.

L 79787

79787

ASSIGNMENT OF LEASE

SUBSTITUTE FORM

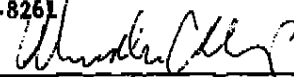
PARTICULARS

Declared Value \$340,000.00

FEE SUBMITTED \$350.00

Full name, postal address and telephone number of person presenting instrument for registration.

Alexander C. Sharp
609-475 Howe St.
Vancouver, B. C. V6C 2B3
683-8261


Signature of Solicitor

THIS INDENTURE made the 9th day of August 1983

BETWEEN:

COLIN ALISTAIR CAMPBELL, Radiologist,
and ELAINE TERRY CAMPBELL, his wife, both
of 4209 Yuculta Crescent, in the City of
Vancouver, in the Province of British
Columbia. "JOINT TENANTS"

(hereinafter called the "Assignors")

OF THE FIRST PART

AND:

ANGUS JOHN McDOUGALL, mining engineer,
and PATRICIA ANN McDOUGALL, his wife,
both of 4209 Yuculta Crescent, in the
City of Vancouver, in the Province of
British Columbia. "JOINT TENANTS"

(hereinafter called the "Assignees")

OF THE SECOND PART

AND:

SALISHAN DEVELOPMENTS LTD., a company duly
incorporated under the laws of the Province
of British Columbia, with offices at 6370
Salish Drive, in the City of Vancouver,
in the Province of British Columbia.

(hereinafter called the "Original Lessee")

OF THE THIRD PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
IN TRUST, represented herein by the Minister
Of Indian And Northern Affairs.

(hereinafter called the "Minister")

OF THE FOURTH PART

WHEREAS:

LAND TITLE ACT
FORM 1 (SECTION 38)
MEMORANDUM OF REGISTRATION
REGISTERED

on application received from the
day and at the date written hereon.
D. H. ELLIS, REGISTRAR
VANCOUVER LAND TITLE OFFICE

13

By a Lease dated the 9th day of July, 1973 made between Her Majesty Queen Elizabeth II, represented therein by the then Minister of Indian Affairs and Northern Development as Lessor and SALISHAN DEVELOPMENTS LTD. as Lessee which Lease hereinafter referred to as "Head Lease", and which Head Lease was registered in the Vancouver Land Titles Office for the Vancouver Land Registration District on the 7th day of August, 1973 under No. A 53762 the Minister did demise unto said Lessee the following lands;

All and singular that certain parcel or tract of land lying within and being part of the Musqueam Indian Reserve No. 2, in the Province of British Columbia, and which is more particularly described as follows;

City of Vancouver
Lot 56 of Parcel "B",
MUSQUEAM INDIAN RESERVE NO. 2,
Plan 14341
(hereinafter called the demised lands and premises)

(Reference Canada Land Survey Records Office
Plan No. 55996)

To hold the same from the 9th day of July, 1973 until and to be fully complete and ended in any event on the thirty-first day of December, two thousand and seventy-three, and subject to the Lessee's covenants and agreements therein contained.

B. Such original Lessee's interest has subsequently been assigned to the Assignors herein by an Assignment dated the 9th day of July, 1973 and Registered in the Vancouver Land Titles Office under No. A 53763, subject to an Option back to the Original Lessee dated the 9th day of July, 1973 and registered in the Vancouver Land Titles Office under No. A 53764, the conditions of which Option have been fulfilled by the Assignors herein.

1. NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of these premises and the sum of THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000.00) of lawful money of Canada now paid by the Assignees to the Assignors and other good and valuable consideration (the receipt whereof is hereby acknowledged by the Assignors) the Assignors DO HEREBY GRANT and assign unto the Assignees all of the Assignors interest in the demised lands and premises together with the unexpired term of years of the Head Lease and the said Head Lease and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignees, their heirs, executors, administrators, and approved assigns subject to the payment of the rents and the observance and performance of the Lessee's covenants and conditions in the Head Lease contained.

2. (a) The Assignors hereby covenant with the Assignees that:
Notwithstanding any act of the Assignors, the Head Lease is a good, valid and subsisting lease, and the rents thereby reserved have been duly paid, and the covenants and conditions therein contained have been duly observed and performed by the Assignors up to the day of the date hereof.
- (b) The Assignors now have in them good right, full power and absolute authority to assign the demised lands and premises in the manner aforesaid, according to the true intent and meaning of these presents.
- (c) Subject to the said rent, the Lessee's covenants and the conditions contained in the Head Lease, and the encumbrances hereinafter set forth, the Assignees may enter into and upon and hold and enjoy the demised lands and premises for the residue of the term granted by the Head Lease for their own use and benefit, without any interruption of the Assignors or any other person whomsoever claiming or to be claimed by, through or under them.

PROVIDED HOWEVER that the said Lease is encumbered as follows;

- (d) The Assignors shall from time to time and at all times hereafter, at the request and cost of the Assignees execute such further assurances of the demised lands and premises as the Assignees shall reasonably require.
3. The Assignees hereby covenant with the Assignors and in consideration of the Minister consenting to this Assignment with the Minister that:
- (a) The Assignees shall at all times abide by the full terms of the Head Lease and shall pay the rent and perform the Lessee's covenants, conditions and agreements therein respectively reserved and contained and shall indemnify and save harmless the Minister and the Assignors therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.
- (b) The Assignees shall cause every future Assignee to covenant in writing to abide by the full terms of the Head Lease.
- (c) The Minister shall be entitled to all remedies in respect of non-payment of rent and breaches of covenants, conditions and agreements in the Head Lease as if the Assignees were the Lessees named in the Head Lease.