

Application for Registration

Privacy Act Statement

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

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

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

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

Send Two Copies to:

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

<u>Registration Number</u> 4030130	<u>Received Date</u> 2018/11/02	<u>Regional File Number</u> TZ5643-8058 LOT 380
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NAME OF PARTIES TO INSTRUMENT	
<u>Name</u> 575 - Tzeachten	Grantor
<u>Name</u> VAN MAREN BASE 10 PARTNERSHIP	Grantee

Instrument Type	Lease 014
Instrument Date	2018/10/31
FN/SG Land Code	
Purpose	RESIDENTIAL
Remarks	109 YEAR LEASE EFFECTIVE 2018/10/31 EXPIRING 2127/10/30

LAND DESCRIPTION	
Province :	BRITISH COLUMBIA
Reserve Name	08058 - TZEACHTEN 13
Legal Description - Land Affected	LOT 380 Canada Lands Surveys Record 107517

List of Supporting documentation (must be attached to document or a registration number quoted)			
Administrative Support	CHECKLIST	11/2/2018	4:36:14PM
Legal Document	TZFN-02-B	11/2/2018	4:36:25PM

Applicant Email : _____ Band Email : LEAH@TZEACHTEN.CA

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

LEAH **Return To :**

Registration Number _____

Registration Date: _____ and Time: _____

Signature of Registration Officer Date

Comments _____

Clarification _____

Signature of Registration Officer Date



Application for Registration

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Attention: Registrar of Indian Lands

Table with 3 columns: Registration Number (4030130), Received Date, Regional File Number (TZ5643-8058 LOT 380)

Table with 2 columns: NAME OF PARTIES TO INSTRUMENT, Grantor (575 - Tzeachten), Grantee (VAN MAREN BASE 10 PARTNERSHIP)

Table with 2 columns: Instrument Type (Lease 014), Instrument Date (2018/10/31), FN/SG Land Code, Purpose (RESIDENTIAL), Remarks (109 YEAR LEASE EFFECTIVE 2018/10/31 EXPIRING 2127/10/30)

Table with 2 columns: LAND DESCRIPTION, Province (BRITISH COLUMBIA), Reserve Name (08058 - TZEACHTEN 13), Legal Description - Land Affected (LOT 380 Canada Lands Surveys Record 107517)

Table with 3 columns: List of Supporting documentation (must be attached to document or a registration number quoted), Administrative Support (CHECKLIST, 11/2/2018 4:36:14PM), Legal Document (TZFN-02-B, 11/2/2018 4:36:25PM)

Applicant Email : Band Email : LEAH@TZEACHTEN.CA

Signature of Applicant, Tel. number of Applicant, email, Date

Return To : LEAH

Registration Number

Registration Date: and Time:

Signature of Registration Officer, Date

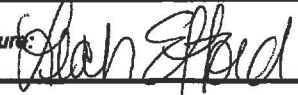
Comments

Clarification

Signature of Registration Officer, Date

APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE

Signature:



Date: 2018/11/02



TZFN LANDS OFFICE CHECKLIST

LEASE

Land Code Section:	6.22 & 9.19
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Legal Description:	LOT 380	PLAN OF SURVEY	CLSR 107517	RESERVE	TZEACHTEN #13	PIN:	903025587	
Sublessor:	TZEACHTEN FIRST NATION							
Sublessee:	VAN MAREN BASE 10 PARTNERSHIP					Y	M	D
						2018	10	31
Mailing Address:	202-45793 LUCKAKUCK WAY, CHILLIWACK BC V2R5S3							

Proposed Use:	RESIDENTIAL DEVELOPMENT	Term:	109	Expiry Date:	2127-10-30
Law Firm:	WATERSTONE	Firm Contact:	KRISTY		
Contact Phone No.:	604-824-7777	Email Address:	KVANDERSTARREN@WATERSTONELA		

Does Land Use comply with Zoning Bylaw? If no, advise that amendment procedures are required at dev. Stage.	Yes	No	Letter from Locatee?	Yes	No
Mortgage No.:	Assumed	Discharged	Has been reviewed by Property Manager?	Yes	No
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?	Yes	No
Sale/Lease Price:	Originator File No.: TZ5643-8058 LOT 380				

THIS DOCUMENT HAS BEEN REVIEWED BY THE TZFN LANDS OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE TZEACHTEN FIRST NATION.

Completed By: 

Date: 2018-11-02



Tzeachten First Nation
Tzeachten (TZFN) Lands Register
Form No. TZFN-02-B (Non-Member)
 (FORM AS OF July 1, 2010)

FOR OFFICE USE ONLY:

APPROVED AS TO THE FORM BY THE
 REGISTRAR OF LANDS PURSUANT TO
 THE TZEACHTEN FIRST NATION
 LAND CODE
[Signature]
 Signature
 2018/11/02
 Date

GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date	Name of Person Holding Interest to be Registered or Transferred	
October 31, 2018	Waterstone Law Group LLP - as agents	
Address	Phone No.	
201-45793 Luckakuck Way, Chwk, BC V2R 5S3	604-824-7777	
Email Address	MUST BE SIGNED By Applicant, Applicants Solicitor or Agent or This will not be registered	
kvanderstarren@waterstonelaw.com	<i>[Signature]</i>	
2. PARCEL IDENTIFIER		
PIN	Lot No.	
903025587	Lot 380	
Plan No.	Reserve Name & No.	
CLSR Plan 107517	Tzeachten No. 13.	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.)	Document Reference (page & paragraph)	
Land Lease		
Person Entitled to Interest/Legal Interest-Holder	Other Interest-Holders	
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale <input type="checkbox"/> Discharge of Mortgage <input type="checkbox"/> Permit <input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED <input type="checkbox"/> Assignment of Lease <input type="checkbox"/> Easement <input type="checkbox"/> Release <input type="checkbox"/> Assignment of Mortgage <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Sublease <input type="checkbox"/> Assignment of Sublease <input type="checkbox"/> License <input type="checkbox"/> Other: _____		
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)		
Name	Address	
TZEACHTEN FIRST NATION	45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name	Occupation	
Van Maren Base 10 Partnership		
Address	Contact No.	
202 45793 Luckakuck Way, Chwk, BC V2R 5S3		
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term	Effective	Expiry
109 Years	Registration Date	
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

Witness Signature(s)

SIGNING DATE

Party(ies) Signature(s)

(Signature of Witness verifying signature of Party(ies))

Year Month Day

Party Signature

BRUCE W. DAVIES
Barrister & Solicitor

2018/10/30

Chief Derek Epp

(Write Name and Address of Party)

WATERSTONE LAW GROUP LLP
201 - 45793 Luckakuck Way
Chilliwack, BC V2R 5S3
(604) 824-7777

Party Signature

(Write Name and Address of Party)

LAND LEASE

THIS LEASE dated for reference the 31st day of October, 2018 is made

BETWEEN

TZEACHTEN FIRST NATION

45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "**Lessor**")

AND

Van Maren Base 10 Partnership, a partnership formed under the law of the Province of BC and having a business office address at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

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

RECITALS

- A. The Lands leased under this Lease are part of Tzeachten Indian Reserve No. 13.
- B. The Lessor is authorized to grant this Lease pursuant to the Tzeachten First Nation Land Code (the "**Land Code**") which sets out the principles, rules and administrative structures pursuant to which the First Nation will exercise authority and jurisdiction over the Tzeachten Lands and the Lessor has satisfied all legal requirements under the Land Code in order to grant the leasehold interest contemplated herein.

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

1. DEFINITIONS

- (a) "**Adjacent Lands**" means those lands immediately adjacent to the Lands, being legally described as:

PID 030-565-332 that part of Section 7 Township 26 NWD shown as Parcel 2 on Plan EPP84644

PID 030-565-367 that part of Section 7 Township 26 NWD shown as Parcel 5 on Plan EPP84644

PID 030-565-375 Lot 1 Section 7 Township 26 NWD Plan EPP84645

- (b) "**Applicable Laws**" means, in respect of the Lands, the Land Code and any other applicable law, statute, by-law, ordinance, regulation or lawful requirement of the federal, provincial or municipal government or authority, the First Nation or First Nation Council or any public utility lawfully acting under statutory power.

- (c) **"Approved Mortgagees"** means all mortgagees of the leasehold interest herein granted or granted by a Sublessee and whose mortgages have been registered in the Registry and includes CMHC and **"Approved Mortgagee"** means any one thereof.
- (d) **"Artifact"** means any burial site, human remains, or any First Nation artifact or burial remain of archaeological or cultural interest.
- (e) **"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.
- (f) **"CMHC"** means Canada Mortgage and Housing Corporation and its successor.
- (g) **"Environment"** means the air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
- (h) **"First Nation"** means the Tzeachten First Nation or any successor to the First Nation pursuant to a federal statute.
- (i) **"First Nation Council"** means the governing body of the First Nation, elected in accordance with Applicable Laws.
- (j) **"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.
- (k) **"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".
- (l) **"Lands"** means Lot 380, CLSR Plan 107517, Tzeachten No. 13.
- (m) **"Lease"** means this Indenture of Lease.
- (n) **"Lessor"** means Tzeachten First Nation, its successors and assigns.
- (o) **"Minerals"** means ore of metal and every natural substance that can be mined and that:

- (i) occurs in fragments or particles lying on or above or adjacent to the bedrock source from which it is derived, and commonly described as talus; or
 - (ii) is in the place or position in which it was originally formed or deposited, as distinguished from loose, fragmentary or broken rock or float which by decomposition or erosion of rock, is found in wash, loose earth, gravel or sand, and includes coal, petroleum and all other hydrocarbons; regardless of gravity and howsoever and wheresoever recovered, natural gas, building and construction stone, limestone, dolomite, marble, shale, clay, sand and gravel.
- (p) **"Nutrient"** means any substance or combination of substances defined as a nutrient under the Canadian Environmental Protection Act as amended or replaced from time to time.
- (q) **"Owner Association"** means a society or corporation incorporated by or on behalf of the Lessee pursuant to the laws of British Columbia, of which all of the members, or shareholders, as the case may be, may be comprised of the Lessee, nominees of the Lessee and all Sublessees and which is at all times controlled by the Lessee or the Sublessees.
- (r) **"Party"** means a party to this Lease and **"Parties"** means all of them.
- (s) **"Person"** includes any individual, partnership, association or corporation.
- (t) **"Premises"** means and includes the Lands and the Improvements and every reference in this Lease to the "Premises" includes a reference to every part of the Lands or the Premises, as the context may require.
- (u) **"Prime Rate"** means, for any particular calendar month the per annum interest rate that is charged by Canadian chartered banks to their most creditworthy commercial borrowers in effect upon the last Wednesday of the month as the rate is ascertained and published for the month in the Bank of Canada Review, or if more than one such rate is published for the last Wednesday of the month, the average of all such rates or if another day or other days are substituted for the last Wednesday of the month in the Bank of Canada Review, the rate or the average of all rates published for the day or days substituted for the last Wednesday of the month.
- (v) **"Registry"** means the First Nations Land Registry established by Canada and held in Ottawa, Ontario or successor registry for the Tzeachten Lands established in accordance with Applicable Laws.
- (w) **"Rent"** means the rent described in Article 5 hereof.
- (x) **"Reserve"** means Tzeachten Indian Reserve No. 13, which has been set apart for the use and benefit of the First Nation.

- (y) **"Residential Lands"** means that portion of the Lands developed for residential use, including internal roads.
- (z) **"Subleased Lands"** means that portion of the Lands included in a sublease granted pursuant to this Lease.
- (aa) **"Sublessee"** means any sublessee of the Lessee whose sublease is registered in the Registry.
- (bb) **"Term"** means the 109 year period commencing on the date this Lease is registered at the Registry.
- (cc) **"Toxic Substance"** means any substance defined as a toxic substance under the *Canadian Environmental Protection Act* as amended or replaced from time to time.
- (dd) **"Tzeachten Lands"** has the meaning ascribed to it in the Land Code.

2. **THE DEMISE**

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

3. **MINERALS**

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

4. **USE OF LANDS**

- 4.1 The Lands may be used for any lawful purpose in accordance with Applicable Laws. Be it always provided, and notwithstanding anything to the contrary herein or otherwise:
 - (a) The Lessee's use of the Lands shall include commercial, residential and/or institutional uses and the recently updated Tzeachten Community Plan shall not apply;
 - (b) The Lands shall be zoned "Mixed Use" in accordance with the Tzeachten Zoning Law which zoning as it relates to the Lands cannot be changed without the consent of the Lessee;
 - (c) The Lessee shall be entitled to overall density of up to 30 residential units per acre averaged over the entirety of the Residential Lands. That is, some portions of the Residential Lands will have density of more than 30 residential units per acre, some less but the overall average density over the entirety of the Residential Lands will be up to 30 units per acre. The Lessee is aware that in order to achieve overall density of up to 30 residential units per acre of the Residential Lands, the

Lessee's development will necessarily have to include some combination of townhomes as well as medium and/or high density multi-family components.

- 4.2 Except as otherwise set out herein, the Lands are being leased on an "as is-where is" basis. The Lessee:
- (a) confirms that it has conducted such further inspections of the Lands that it deems prudent, including any inspections relating to:
 - (i) the condition of the Lands, including its soil;
 - (ii) the compliance of the Lands with any Applicable Laws; and
 - (iii) the presence of any Hazardous Substances or Toxic Substance on the Lands
 - (b) has satisfied itself that the Lands are suitable for its intended uses.
- 4.3 The Lessee will immediately notify the Lessor and the First Nation Council of any Artifact unearthed or discovered on the Premises and will continue to use the Premises so as to avoid any further damage to the Artifact and ensuring its preservation to the greatest extent practicable.

5. RENT

- 5.1 The Lessee has paid of \$18,434,673.50 as rent for or in respect of the Lands for the entire Term, the receipt of which is hereby acknowledged.
- 5.2 The Lessor acknowledges the Rent has been paid in accordance with Section 5.1 and no other rent of any kind will be payable by the Lessee for the Lands during the Term.
- 5.3 The Lessee shall be required to pay any applicable GST on all payments of Rent.

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 In order to be valid, an assignment must be registered at the Registry and it must include the following provisions:
- (a) the assignee is bound by all terms of this Lease; and

- (b) in the event of conflict between the terms of this Lease and the assignment, the terms of this Lease will govern.

6.5 Provided that the Lessee at all times complies with all Applicable Laws in connection with any such subdivision the Lessee may subdivide the Lands or assign leasehold interests in portions of the Lands without the consent of the Lessor (in its capacity as lessor). The Lessor will, without payment of further rent or other consideration, promptly and without delay, sign such modifications of lease or replacement headleases as are required to facilitate the Lessee effecting any subdivision or making an assignment provided that the Lessee will reimburse the Lessor for any reasonable expenses, including legal fees, incurred by the Lessor in order for it to comply with its obligations hereunder.

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

7.3 It is hereby provided the Sublessees may peaceably and quietly possess, hold and enjoy the Subleased Lands during the term of the Lease and their sublease without interruption or disturbance by the Lessor, or anyone claiming under it, despite any default by the Lessee of its obligations hereunder.

8. **NO RIGHT TO TERMINATE BY LESSOR**

8.1 All Rent for the Term has been paid. The Lessor acknowledges and agrees that this Lease cannot be terminated or cancelled prior to the end of the Term for any reason whatsoever without the written consent of the Lessee, Approved Mortgagee and all Sublessees, which consent may be arbitrarily withheld.

8.2 The Lessor hereby covenants and agrees with the intention that the rights of the Approved Mortgagee and Sublessee's shall be fully enforceable notwithstanding that they are not privy to the terms of the Lease and the Lessor shall not do anything or make any argument to prevent or obstruct whether directly or indirectly any Approved Mortgagee or Sublessee in taking the benefit of and enforcing the provisions of the Lease expressed to be for their benefit based upon the fact that such Approved Mortgagee or Sublessee is not privy to the terms of the Lease.

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 Approved Mortgagee may enforce its security to the fullest extent and acquire the leasehold estate in any lawful way and, by its representative or a receiver, as the case may be, 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. If the Approved Mortgagee takes possession (including the appointment of a receiver or receiver manager) of the Lands or any portion thereof, or acquires the Lessee's equity of redemption then the Approved Mortgagee will perform and observe all the Lessee's covenants and agreements under the Lease and recognize the rights of Sublessees and the Owner Association, if any, to enjoy the use of any common facilities, until either the Approved Mortgagee ceases to be a mortgagee in possession, the receiver or receiver manager ceases to be in possession of the Lease or the Lease is assigned in accordance with the terms of this Lease. Notwithstanding anything to the contrary herein, the Approved Mortgagee shall be relieved of all obligations or liabilities under the Lease upon such assignment.
- 9.2 The Lessor shall consent to such reasonable modifications of this Lease as may be necessary to satisfy the CMHC's leasehold lending requirements from time to time, provided such modifications do not extend the Term and provided that the Lessee will reimburse the Lessor for any reasonable expenses, including legal fees, incurred by the Lessor in order for it to comply with its obligations hereunder.

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. Documents 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, 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 first pays the disputed amount and 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 limiting the generality of Section 13.1 the Lessee agrees to subdivide and develop the Lands in the manner contemplated under the Landlord's Subdivision, Development and Servicing Law 2010 as same may be amended from time to time and acknowledges the Lessor's authority to regulate such matters on Tzeachten Lands. Nothing in this Section 13.2 shall be interpreted to limit or restrict the residential density entitlement described in Section 4.1(c).
- 13.3 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 13.1, the Lessee may at its expense, contest or appeal the enforceability or validity of any of the Applicable Laws, PROVIDED that the Lessee commences any proceedings to contest or appeal the enforceability or validity thereof or any cost associated therewith forthwith and continues with the proceedings with reasonable diligence.

14. NUISANCE

- 14.1 The Lessee will not cause, permit or suffer any nuisance at the Premises.
- 14.2 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 14, the Lessee will not cause, permit or suffer any rubbish or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the uses permitted by Article 4, by construction or installations permitted by this Lease or as permitted in writing by the 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 environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal, provincial, municipal government or authority, the First Nation Council or other lawful authority.

18. NO CONTAMINANTS

18.1 Without limiting the generality of Article 13, no Toxic Substances or Nutrients will be used, emitted, discharged or stored on the Premises or any adjacent land by the Lessee, its officers, directors, invitees, agents, employees or Sublessee except in strict compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal, provincial, municipal government or authority, the First Nation Council or other lawful authority; and the Lessee will immediately give written notice to the Lessor of the occurrence of any event in or on the Premises constituting an offence thereunder or being in breach thereof and, if the Lessee will, alone or with others, cause or permit the happening of such event, the Lessee will, at its own expense:

- (a) promptly remove the Toxic Substances or Nutrients from the Premises in a manner which conforms with all such applicable environmental laws, permits, by-laws, ordinances, regulations, notices and orders governing the removal, movement and disposal of, Toxic Substances or Nutrients; and
- (b) provide all bonds or securities reasonably required by the Lessor or government authority having jurisdiction; and
- (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 Toxic Substances or Nutrients from the Premises or, if such is not the case, reporting as to the extent of any failure of this Article 18; and
- (d) assume full responsibility for all damages to adjacent land and water caused by any such discharge of Toxic Substances or Nutrients which originated on and whose source is the Premises.

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 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 Substance or Nutrient or if the conduct of the Lessee's business will cause there to be any Hazardous Substances, Toxic Substances or Nutrients upon the Lands or the Premises notwithstanding any rule of law to the contrary, such Hazardous Substance, Toxic Substance or Nutrient will be and remain the sole and exclusive property of the Lessee and will not become the property of the Lessor notwithstanding the degree of fixation of the Hazardous Substance, Toxic Substance or Nutrient or the goods containing the Hazardous Substance, Toxic Substance or Nutrient to the Premises and notwithstanding the expiry or earlier termination of this Lease.

21. SURVIVAL OF OBLIGATIONS

21.1 The obligations of the Lessee pursuant to Articles 17, 18, 19 and 20 will survive the expiry 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 of this Lease, the Lessee will be afforded reasonable entry and access for purposes at such times and upon such terms and conditions as the First Nation Council may from time to time reasonably specify in writing. If the Lessee, despite being afforded reasonable opportunities to perform such obligations, fails to do so, the 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.

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, subject to reasonable wear and tear.

25. SIGNS

25.1 The Lessee will have the right, 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 and in a form reasonably acceptable to the Lessor, comprehensive general liability insurance with the Lessor named as an additional insured.

26.2 The liability insurance will provide protection in an amount of not less than \$5,000,000.00 for any one occurrence or to such other reasonable amount as the Lessor may notify the Lessee in writing from time to time.

27. PROPERTY INSURANCE

27.1 The Lessee, acting reasonably, will effect and maintain at its expense throughout the Term "all risks" property insurance in a form reasonably acceptable to the Lessor insuring the Improvements against loss or damage by fire and other perils from time to time included in such policies offering similar properties in British Columbia as would be insured against by a prudent owner.

27.2 Where the Lessee subleases a portion of the Lands to a Sublessee then the Lessee shall cause the Sublessee or the Owner Association to take out and maintain, for the term of the Sublease:

(a) liability insurance similar to that described in Section 26.1, with the Lessee and the Lessor named as an additional insureds;

(b) property insurance with respect to any Improvements that are constructed on the Lands that are the subject of the Sublease, similar to that described in Section 27.1

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 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 CMHC in the event that it has granted or insured a mortgage and subsequently acquired title to the Lands by reason of the default of the Lessee.

29. INSURANCE VALIDATION

29.1 The Lessee will not do, permit or suffer anything to be done at or on 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 First Nation Council 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 will, upon request, deliver certificates of the insurance evidencing every policy of insurance that is required by this Lease immediately after the insurance is effected and will, upon written request, deliver a certificate of renewal that the insurance has been renewed or replaced at least ten (10) days before the expiry of any policy of insurance in force.
- 29.3 The Lessee will, upon written request, deliver a copy of every insurance policy taken out by the Lessee with respect to the Premises.

30. REINSTATEMENT OF DAMAGED PREMISES

- 30.1 Where the Lessee determines to restore or repair damage to the Premises, such restoration or repair will be carried out in good and workmanlike manner and with reasonable diligence and in compliance with Applicable Laws.
- 30.2 The Lessee, prior to commencing any work of restoring, rebuilding or replacing the Improvements, in whole or in part, will remove or screen unsightly rubble and debris resulting from damage or destruction and will keep the Lands in safe and secure condition. If the Lessee fails to perform such obligations in any material respect, the 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 CHATELS

- 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, 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 its Improvements from the Lands upon expiry of the Term and leave the Lands in a clean and safe condition.
- 31.2 The Lessee will pay all costs and expenses incurred in the removal and disposal of the Improvements and in making good all damage caused to the Lands by the removal thereof forthwith upon demand. The Lessor will not be responsible to the Lessee or any Sublessee for any loss suffered by the Lessee or any Sublessee as a result of the removal or the disposal of any Improvements, moveable goods, chattels or tenant's fixtures and Improvements which the Lessee fails to remove in accordance herewith.

32. INDEMNITY

- 32.1 The Lessee will indemnify and save harmless the Lessor, its Chief, councillors, officers, employees, agents or contractors, against and from all liability, loss, costs, claims, demands, expenses, actions, damages, suits and other proceedings 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 it.

34. DEFAULT

34.1 Subject always to Section 8.1, if the Lessee is in default hereunder then the Lessor may give the Lessee notice of such default.

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

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

then, subject to the provisions of this Article 34 and to the rights of the parties under Article 48, the Lessor may take such action as provided in 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 Approved Mortgagee and the Owner Association. The copy of such notice may be given to the Approved Mortgagee and the Owner Association at the address specified by them and otherwise on the same terms and conditions as applicable to notices referred to in Article 49.

34.4 Any curing of a default by an Approved Mortgagee, Owner Association or any Sublessee will be construed as curing of that default by the Lessee.

34.5 If any disagreement arises as to the occurrence or subsistence of a default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, an Approved Mortgagee or a Sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 48 of this Lease.

34.6 The Lessor acknowledges that in consideration of the Rent, the Lessor will only be able to seek recourse in respect of alleged default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, which claim may be dealt with in accordance with Article 48 or by way of 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 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 reasonable legal fees), 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 5% per annum from the date the sum is due until the date of the payment by the Lessee, but this stipulation for interest will not prejudice or affect any other remedies of the 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 satisfactory access to the Premises by public or private road or right of way and the Lessee's obligations hereunder are subject to such access remaining available during the Term.

42.2 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 an Approved Mortgagee, execute and deliver a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that the Lease is in full force and effect as modified;
- (b) that the Lessee is not in default of any provision of this Lease, or if in default, the particulars thereof; and

any other matters related to this Lease as may be reasonably requested.

44. OTHER ENCUMBRANCES

- 44.1 The Lessor authorizes the granting of or will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by any public utility or approving authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose provided that the Lessee will reimburse the Lessor for any reasonable expenses, including legal fees, incurred by the Lessor in order for it to comply with its obligation hereunder.
- 44.2 The Lessor may, with the prior written consent of the Lessee, such consent not to be unreasonably withheld, during the Term and in connection with the installation and maintenance of water, sewage, heating, electricity, gas, telecommunication, cable, security or other utility or service systems which may be required by the Lessor to service lands adjacent to or proximate to the Lands, grant licenses, easements or rights of way in the lands or any part thereof to any public utility or other entity providing the utility or service on terms and in a form acceptable to the Lessee. At the request of the Lessor, the Lessee will promptly execute and deliver to the Lessor any instrument that may be necessary to subordinate the Lessee's right and interest in the Premises to the charge referred to in this section.

45. HIRING PRACTICES

- 45.1 The Lessee will hire as many members of the First Nation as is reasonably possible for provision of services to be performed in connection with its development activities on the Lands provided that such employees and contractors must be as equally qualified as other available market labour to perform their responsibilities required for the proper fulfilment of the positions being sought by them and further provided that the Lessee shall not be required to pay in excess of market rates for any such services.

46. HEADINGS

- 46.1 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.
- 46.2 Any reference in this Lease to an Article or Section will mean an Article or Section of this Lease unless otherwise expressly provided.
- 46.3 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.

47. AMENDMENTS

- 47.1 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.

47.2 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.

48. ARBITRATION

48.1 Should there be a disagreement or dispute between the Parties with respect to any matter under this Agreement or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Arbitration Act* of British Columbia and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.

48.2 The party requiring arbitration or any other dispute resolution process shall give timely notice of all arbitration proceedings to the Owner Association and the Approved Mortgagee and the Approved Mortgagee may participate fully in the proceedings, if in the Approved Mortgagee's reasonable opinion the outcome may affect its security, as may the Owner Association.

49. NOTICE

49.1 All notices under this Lease must be given in writing and delivered in accordance with this Article 49.

49.2 All notices will be delivered to the other Party and no notice will be effective until such delivery has been made.

The addresses for delivery are:

To the Lessor:

TZEACHTEN FIRST NATION

As represented by its duly elected Council
45855 Promontory Road, Chilliwack, BC V2R 0H3

To the Lessee:

VAN MAREN BASE 10 PARTNERSHIP

202-45793 Luckakuck Way, Chilliwack, BC V2R 5S3

49.3 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.

49.4 Either party may change the address shown in this agreement by informing the other Party of the new address, and such change will take effect fifteen (15) days after the notice is received.

50. TIME OF THE ESSENCE

50.1 Time is of the essence in this Lease.

51. SEVERABILITY

51.1 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.

52. ENUREMENT, PLURALITY AND GENDER

52.1 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.

52.2 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.

52.3 If a Party is comprised of more than one Person then all covenants and agreements of that Party will be deemed joint and several.

53. NOT A JOINT VENTURE

53.1 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.

53.2 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.

54. APPLICABLE LAWS

54.1 This Lease is subject to and governed by the Land Code and all other Applicable Laws.

55. OTHER ASSURANCES

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

56. NO OTHER AGREEMENTS BIND THE LANDS

56.1 The Lessor covenants with the Lessee that it 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.

57. AUTHORITY TO LEASE

57.1 The Lessor covenants that it 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.

58. EXPROPRIATION

58.1 If, at any time during the term of the Lease, any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the Lessor and the Lessee may exercise fully all rights, remedies and claims for compensation which each may have under applicable legislation. The Lessor and Lessee shall inform each other fully of the claims for compensation made by each of them in the event of any expropriation, shall not claim compensation on any basis inconsistent with this Lease, and shall afford reasonable cooperation with each other in the prosecution of any proper separate claims. The Lessor and Lessee shall co-operate with each other regarding any expropriation of the Lands or any part thereof so that each receives the maximum award to which it is entitled at law.

59. ADJACENT LANDS

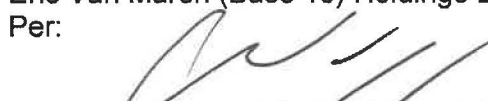
59.1 The Adjacent Lands are currently owned by Shxw Kwimel Cha Management Ltd. (which is a company controlled by the Lessor) as bare trustee, agent and nominee for and on behalf of the Lessor. The Lands are not currently included within the Reserve. Forthwith following commencement of the Term the Lessor agrees to make all applications necessary to have the Adjacent Lands added to the Reserve. It is the Parties intention that the Adjacent Lands are to be included as part of the lands leased hereunder and that the Rent paid hereunder includes all rent payable by the Lessee to the Lessor for the Adjacent Lands for the entire Term of this Lease. Once the Adjacent Lands have been included into the Reserve the Parties will execute a Modification of Lease modifying this Lease so as to include the Adjacent Lands as "Lands". The Lessor agrees to grant the Lessee an easement or other right of occupation of the Adjacent Lands permitting its exclusive use of the Adjacent Lands for the period commencing at the commencement of the Term and ending on the date the Modification of Lease referred to above is executed by all Parties and registered at the Registry.

Tzeachten First Nation
By its authorized signatory:



Chief Derek Epp

Van Maren Base 10 Partnership
by its Managing Partner:
Eric Van Maren (Base 10) Holdings Ltd.
Per:


ERIC VAN MAREN



Tzeachten First Nation
Tzeachten (TZFN) Lands Register
Form No. TZFN-02-B (Non-Member)
 (FORM AS OF July 1, 2010)

REGISTERED IN THE FIRST NATIONS LAND REGISTRY OTTAWA AS NUMBER 4030554 ON THE 8 DAY OF February 2019 PLEASE QUOTE ABOVE NUMBER IN ANY FURTHER TRANSACTIONS AS PER THE TZEACHTEN LAND CODE	APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE <i>[Signature]</i> Signature 2019/02/08 Date
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GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date	Name of Person Holding Interest to be Registered or Transferred	
February 4, 2019	Waterstone Law Group LLP - as agents	
Address	Phone No.	
201-45793 Luckakuck Way, Chwk, BC V2R 5S3	604-824-7777	
Email Address	MUST BE SIGNED By Applicant, Applicants Solicitor or Agent or this will not be registered	
kvanderstarren@waterstonelaw.com	<i>[Signature]</i>	
2. PARCEL IDENTIFIER		
PIN	Lot No.	
	Lot 380	
Plan No.	Reserve Name & No.	
CLSR Plan 107517	Tzeachten No. 13.	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.)	Document Reference (page & paragraph)	
Modification of Lease #4030130		
Person Entitled to Interest/Legal Interest-Holder	Other Interest-Holders	
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale <input type="checkbox"/> Discharge of Mortgage <input type="checkbox"/> Permit <input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED <input type="checkbox"/> Assignment of Lease <input type="checkbox"/> Easement <input type="checkbox"/> Release <input type="checkbox"/> Assignment of Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Sublease <input type="checkbox"/> Assignment of Sublease <input type="checkbox"/> License <input checked="" type="checkbox"/> Other: <u>Lease Modification</u>		
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)		
Name	Address	
TZEACHTEN FIRST NATION	45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name	Occupation	
Van Maren Base 10 Partnership		
Address	Contact No.	
202 45793 Luckakuck Way, Chwk, BC V2R 5S3		
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term	Effective	Expiry
109 Years	November 2, 2018	November 1, 2127
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

Witness Signature(s)

SIGNING DATE

Party(ies) Signature(s)

(Signature of Witness verifying signature of Party(ies))

Year Month Day

Party Signature

2019/01/25

Chief Derek Epp

(Write Name and Address of Witness)

(Write Name and Address of Party)

BRUCE W. DAVIES
 Barrister & Solicitor
WATERSTONE LAW GROUP LLI
 201-45793 Luckakuck Way
 Chilliwack, BC V2R 5S3
 (604) 824-7777

Party Signature

(Write Name and Address of Party)

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

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- d) I have been advised to seek independent legal advice;
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Witness Signature(s)

SIGNING DATE

Van Maren Base 10 Partnership by its authorized signatory(ies): Party(ies) Signature(s)

(Signature of Witness verifying signature of Party(ies))

Year Month Day

Party Signature

2019/01/25

Eric Van Maren

(Write Name and Address of Witness)

(Write Name and Address of Party)

BRUCE W. DAVIES
 Barrister & Solicitor
WATERSTONE LAW GROUP LLI
 201-45793 Luckakuck Way
 Chilliwack, BC V2R 5S3
 (604) 824-7777

Party Signature

(Write Name and Address of Party)

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated for reference January 31, 2019, is made

BETWEEN

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "Lessor")

AND

VAN MAREN BASE 10 PARTNERHIP, a partnership formed
under the law of the Province of BC and having a business office address
at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

(hereinafter called the "Lessee")

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "Lease"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13 (the "Reserve"), being legally described as:

Tzeachten Indian Reserve No. 13 Lot 380 CLSR Plan 107517

(the "Lands")

- B. The Lease was registered at the First Nations Land Registry on November 2, 2018 under No. 4030130;

- C. By Plan registered January 2, 2019 under No. CLSR 107780, the Lands were subdivided into 2 parcels of land such that, with effect from January 2, 2019, the legal description of the Land, is changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 409 Plan CLSR 107780

Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517

- D. The parties now wish to modify the Lease with effect from the date hereof so as to reflect the foregoing subdivision of the Lands.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

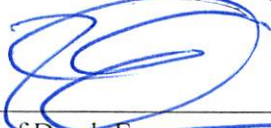
1. With effect from January 2, 2019 the Lease is modified by deleting the definition of "Lands" in Section 1 and replacing it with the following:

“*Lands*” means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 409 Plan CLSR 107780
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517”

2. Except as modified herein the Lease remains in full force and effect, unamended.

Tzeachten First Nation
By its authorized signatory:



Chief Derek Epp

Van Maren Base 10 Partnership
By its Managing Partner:
Eric Van Maren (Base 10) Holdings Ltd.
Per:



Per:



Application for Registration

Privacy Act Statement

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

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

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

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

Send Two Copies to:

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

<u>Registration Number</u> 4033690	<u>Received Date</u> 2020/08/19	<u>Regional File Number</u> TZ5643-8058 LOT 380 REMAINDER
---------------------------------------	------------------------------------	--

NAME OF PARTIES TO INSTRUMENT	
<u>Name</u> 575 - Tzeachten	Grantor
<u>Name</u> VAN MAREN BASE 10 PARTNERSHIP	Grantee

Instrument Type: Modification of Lease 070
 Instrument Date: 2020/08/12
 FN/SG Land Code:
 Purpose:
 Remarks:

LAND DESCRIPTION
Province : BRITISH COLUMBIA
Reserve Name : 08058 - TZEACHTEN 13
Legal Description - Land Affected : LOT 380 REMAINDER Canada Lands Surveys Record 107517

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

Applicant Email : Band Email : LEAH@TZEACHTEN.CA

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

Return To :
 LEAH

Registration Number: _____
 Registration Date: _____ and Time: _____

 Signature of Registration Officer Date

Comments

Clarification

 Signature of Registration Officer Date



TZFN LANDS OFFICE CHECKLIST

MODIFICATION OF LEASE

APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE

Signature: _____

Date: 2020-08-19

Land Code Section:	6.22 & 9.19
--------------------	-------------

Legal Description:	LOT REMAINDER LOT 380	PLAN OF SURVEY CLSR 107517	RESERVE TZ#13	PIN: 903026226
Sublessor:	TZEACHTEN FIRST NATION			
Sublessee:	VAN MAREN BASE 10 PARTNERSHIP			Y M D 2020-08-12
Mailing Address:	19855-92A AVENUE LANGLEY BC V1M 3B6			

Proposed Use:	RESIDENTIAL	Term:	109 YEARS	Expiry Date:	2027-11-01
Law Firm:	WATERSTONE LAW	Firm Contact:	KRISTY VANDERSTARREN		
Contact Phone No.:	604-824-7777	Email Address:	KVANDERSTARREN@WATERSTONELAW.COM		

Does Land Use comply with Zoning Bylaw? If no, advise that amendment procedures are required at dev. Stage.	Yes	No	Letter from Locales?	Yes	No
Mortgage No.:	Assumed	Discharged	Has been reviewed by Property Manager?	Yes	No
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?	Yes	No
Sale/Lease Price:	Originator File No.: TZ5643-8058 LOT 380 REMAINDER				

THIS DOCUMENT HAS BEEN REVIEWED BY THE TZFN LANDS OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE TZEACHTEN FIRST NATION.

Completed By: _____

Date: _____

2020/08/19



FOR OFFICE USE ONLY:

APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE

Signature: *[Signature]*
 Date: *August 19, 2020*

GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date	Name of Person Holding Interest to be Registered or Transferred	
August ____, 2020	Waterstone Law Group LLP - as agents	
Address	Phone No.	
201-45793 Luckakuck Way, Chwk, BC V2R 5S3	604-824-7777	
Email Address	MUST BE SIGNED By Applicant, Applicants Solicitor or Agent or this will not be registered	
kvanderstarren@waterstonelaw.com		
2. PARCEL IDENTIFIER		
PIN	Lot No.	
903026226	Remainder Lot 380	
Plan No.	Reserve Name & No.	
CLSR Plan 107517	Tzeachten No. 13.	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.)	Document Reference (page & paragraph)	
Modification of Lease #4030130		
Person Entitled to Interest/Legal Interest-Holder	Other Interest-Holders	
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale	<input type="checkbox"/> Discharge of Mortgage	<input type="checkbox"/> Permit
<input type="checkbox"/> Assignment of Lease	<input type="checkbox"/> Easement	<input type="checkbox"/> Release
<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Lease	<input type="checkbox"/> Sublease
<input type="checkbox"/> Assignment of Sublease	<input type="checkbox"/> License	<input checked="" type="checkbox"/> Other: <u>Lease Modification</u>
<input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED		
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)		
Name	Address	
TZEACHTEN FIRST NATION	45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name	Occupation	
Van Maren Base 10 Partnership		
Address	Contact No.	
202 45793 Luckakuck Way, Chwk, BC V2R 5S3		
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term	Effective	Expiry
109 Years	November 2, 2018	November 1, 2127
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

Witness Signature(s)	SIGNING DATE	Party(ies) Signature(s) Tzeachten First Nation
(Signature of Witness verifying signature of Party(ies))	Year Month Day	Party Signature
 _____ (Write Name and Address of Witness)	2020/08/ <u>12</u>	Chief Derek Epp _____ (Write Name and Address of Party)
Deanna Lynn Honeyman Commissioner for taking Affidavits for B.C. Expiry Date: December 31, 2020		 _____ (Write Name and Address of Party)


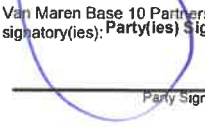
9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

<p style="text-align: center;">Witness Signature(s)</p>  <hr style="border: 0.5px solid black;"/> <p style="font-size: small;">(Signature of Witness verifying signature of Party/ies)</p>	<p>SIGNING DATE</p> <p>Year Month Day</p> <p style="font-size: large; font-weight: bold;">2020/08/18</p>	<p style="font-size: small;">Van Maren Base 10 Partnership by its authorized signatory(ies): Party(ies) Signature(s)</p>  <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Party Signature</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Bernie Van Maren</p> <p style="font-size: small; text-align: center;">(Write Name and Address of Party)</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Party Signature</p> <hr style="border: 0.5px solid black;"/> <p style="font-size: small; text-align: center;">(Write Name and Address of Party)</p>
<p style="font-weight: bold; font-size: small;">BRUCE W. DAVIES</p> <p style="font-weight: bold; font-size: small;">Barrister & Solicitor</p> <p style="font-weight: bold; font-size: small;">WATERSTONE LAW GROUP LLP</p> <p style="font-weight: bold; font-size: small;">201 - 45793 Luckakuck Way</p> <p style="font-weight: bold; font-size: small;">Chilliwack, BC V2R 5S3</p> <p style="font-weight: bold; font-size: small;">604-824-7777</p>		

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated for reference August 10, 2020, is made

BETWEEN:

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "**Lessor**");

AND:

VAN MAREN BASE 10 PARTNERHIP, a partnership formed under the law of the Province of BC and having a business office address at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

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

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "**Original Lease**"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13 (the "**Reserve**"), being legally described as:

Tzeachten Indian Reserve No. 13 Lot 390 CLSR Plan 107517

(the "**Lands**")

- B. The Lease was registered at the First Nations Land Registry on November 2, 2018 under No. 4030130;

- C. By Plan registered January 2, 2019 under No. CLSR 107780, the Lands were subdivided into 2 parcels of land such that, with effect from January 2, 2019, the legal description of the Lands was changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 409 Plan CLSR 107780 ("**Lot 409**")
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517

- D. By Lease Modification Agreement dated for reference January 31, 2019 the Original Lease was modified by amending the description of the Lands to reflect the subdivision referred to above and by Partial Discharge of Lease executed on January 25, 2019, the Original Lease was discharged as it related to Lot 409;

E. The Original Lease, as modified, is hereinafter called the “**Lease**”. Terms defined in the Lease shall have the same meaning in this Agreement, unless otherwise specifically provided herein;

F. The parties now wish to further modify the Lease as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lessee’s primary business objective is construct residential housing units on the Lands for “sale” (i.e. by way of long term, fully paid subleases) or for short term rental (i.e. subleases or rent to own agreements that not are not fully prepaid and that will be for shorter terms such as year to year or month to month) (such short term subleases or rent to own agreements being hereinafter called “**Short Term Rental Agreements**”). The Lessor has expressed concern that Sublessees under Short Term Rental Agreements may not be as inclined as “buyers” to abide by the Lessor’s laws and other Applicable Laws and it has concerns about its ability to effectively enforce all such laws. The Lessor has accordingly requested that the parties execute this Agreement to address the Lessor’s concerns in this regard.

2. For greater certainty, the Lessee confirms that it is the Lessee’s obligation under the Lease to ensure that all Sublessees, whether they be Sublessees by way of Short Term Rental Agreements or Sublessees by way of long term, fully prepaid subleases, and their respective occupants, guests and other invitees in either instance comply with all applicable legal obligations including:

- (a) observe and comply with all Applicable Laws;
- (b) do not cause, permit or suffer any nuisance on the Lands as contemplated in Section 13 of the Lease;
- (c) do not cause, permit or suffer the commission of any waste on the Lands as contemplated in Section 14 of the Lease;
- (d) do not cause, permit or suffer any rubbish or debris to be placed or left on the Lands as contemplated in Section 15 of the Lease; and
- (e) comply with the environmental protection provisions contained in the Lease such as Sections 17 and 18.

3. If a Sublessee, or an occupant, guest or invitee of a Sublessee is in violation of any Applicable Law or of any section of the Lease, including those referred to in Section 2 above (a “**Violation**”), then the Lessor may choose, at its sole option, to carry out enforcement measures, or may provide the Lessee with written notice of the Violation, including with such notice, sufficient information for the Lessee to reasonably determine the identity of the Sublessee (via name or unit #) that has committed the Violation. The notice of a Violation shall be considered a

notice of default by the Lessee under Section 34.1 of the Lease and Part 34 of the Lease shall apply thereto. For greater certainty, subject to Section 4 directly below, following receipt of the written notice the Lessee shall, within the timeframe provided in Section 34.2 of the Lease, cause the Sublessee to refrain from committing the Violation, take, or cause to be taken, all required corrective or remedial action to remedy the Violation and pay, or cause to be paid to the Lessor any fine, penalty or other levy legally imposed against the Sublessee under Applicable Law as a result of the Violation (all of which are called the “**Corrective Actions**”).

4. If a Sublessee under a Short Term Rental Agreement, including an occupant, guest or invitee of such Sublessee, engages in activity which is of a criminal nature or could potentially cause significant health or safety issues to neighbours or Tzeachten Lands or Members, the timeframe in Section 34.2 of the Lease for Corrective Actions is shortened to seven (7) days.

5. Nothing in this Agreement shall be interpreted as prohibiting or restricting the Lessee, at its expense, from lawfully contesting or appealing the enforceability or validity of any of the Applicable Laws in the manner contemplated in Section 13.3 of the Lease.

6. If a Sublessee under a Short Term Rental Agreement, including an occupant, guest or invitee of such Sublessee:

- (a) commits three Violations within any twelve (12) month period and none of such Violations are successfully contested, or
- (b) engages in activities set out in Section 4 and the Lessee or Sublessee does not take Corrective Actions within seven (7) days;

then the Lessee shall, upon receipt of written notice and in addition to complying with its obligations described in Section 3 and Section 4 above, forthwith initiate all proceedings necessary to terminate the subtenancy of the subject Sublessee and to thereafter diligently pursue such proceedings until the subtenancy has been terminated and the Subtenant has vacated the Lands, and shall provide written notice to the Lessor of the departure of that Sublessee.

7. In the event that the Lessee, having been provided with written notice of a Violation from the Lessor, fails to either lawfully contest the enforceability or validity of an alleged Violation or to comply with its obligations under Section 3 or Section 4 above within the time frame provided for therein or if the Lessee fails to evict a Sublessee as contemplated in Section 6 above then, in addition to any and all other remedies available to the Lessor under the Lease, the Lessee shall be required to pay the Lessor’s reasonable costs of enforcement of the Applicable Law, together with the following fines:

- | | |
|-----------------------------------|-------------------------|
| (a) First failure | \$2,500 |
| (b) Second failure | \$5,000 |
| (c) Third and Subsequent failures | \$10,000 per occurrence |

8. Interest shall be payable on all amounts payable under Section 7 at the rate provided for in Section 37 of the Lease.

9. The Lessor shall be entitled, at its sole option, to add any outstanding cost recovery fees, payments or fines owed hereunder, with interest, to the property taxes of any interest maintained by the Lessee and the Lessee hereby agrees not to challenge the Lessee's legal capacity or authority to do so.

10. Except as modified by this Agreement, the Lease remains in full force and effect, unamended.

Tzeachten First Nation
By its authorized signatory:



Chief Derek Epp

Van Maren Base 10 Partnership
By its Managing Partner:
Eric Van Maren (Base 10) Holdings Ltd.
Per:



Per: BERNIE VAN MAREN



Application for Registration

Privacy Act Statement

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

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

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

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

Send Two Copies to:

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

<u>Registration Number</u> 4034840	<u>Received Date</u> 2021/02/16	<u>Regional File Number</u> TZ5643-8058 LOT 380 REM & 554
---------------------------------------	------------------------------------	--

NAME OF PARTIES TO INSTRUMENT	
<u>Name</u> 575 - Tzeachten	Grantor
<u>Name</u> VAN MAREN BASE 10 PARTNERSHIP	Grantee

Instrument Type: Modification of Lease 070
 Instrument Date: 2021/02/11
 FN/SG Land Code:
 Purpose:
 Remarks:

LAND DESCRIPTION	
Province :	BRITISH COLUMBIA
Reserve Name	08058 - TZEACHTEN 13
Legal Description - Land Affected	LOT 380 REMAINDER Canada Lands Surveys Record 107517
Province :	BRITISH COLUMBIA
Reserve Name	08058 - TZEACHTEN 13
Legal Description - Land Affected	LOT 554 Canada Lands Surveys Record 109820

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

Applicant Email : crystal@tzeachten.ca Band Email : LEAH@TZEACHTEN.CA

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

Return To :
 Crystal Thiessen

Registration Number _____

Registration Date: _____ and Time: _____

 Signature of Registration Officer Date

Comments



Application for Registration

Clarification

Signature of Registration Officer

Date

APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE

Signature: 

Date: 2021-02-16

TZFN LANDS OFFICE CHECKLIST



MODIFICATION OF LEASE

Land Code Section:	6.22 & 9.19
--------------------	-------------

Legal Description:	LOT 380 REM & 554	PLAN OF SURVEY CLSR 109821	RESERVE TZ#13	PIN:
Sublessor:	TZEACHTEN FIRST NATION			
Sublessee:	VAN MAREN BASE 10 PARTNERSHIP			Y M D 2021-02-11
Mailing Address:	202-45793 LUCKAKUCK WAY CHILLIWACK BC V2R 5S3			

Proposed Use:	RESIDENTIAL	Term:	106 Y 8 MO	Expiry Date:	2127-11-01
Law Firm:	WATERSTONE LAW GROUP	Firm Contact:	BRUCE DAVIES		
Contact Phone No.:	604-824-7777	Email Address:	BDAVIES@WATERSTONELAW.COM		

Does Land Use comply with Zoning Bylaw? If no, advise that amendment procedures are required at div. Stage.	Yes	No	Letter from Locatee?	Yes	No
Mortgage No.:	Assumed	Discharged	Has been reviewed by Property Manager?	Yes	No
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?	Yes	No
Sale/Lease Price:	Originator File No.: TZ5643-8058 LOT 380 REM & 554				

THIS DOCUMENT HAS BEEN REVIEWED BY THE TZFN LANDS OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE TZEACHTEN FIRST NATION.

Completed By: 

Date: 2021/02/16



Tzeachten First Nation

Tzeachten (TZFN) Lands Register
Form No. TZFN-02-B (Non-Member)
(FORM AS OF July 1, 2010)

FOR OFFICE USE ONLY:

APPROVED AS TO THE FORM BY THE
REGISTRAR OF LANDS PURSUANT TO
THE TZEACHTEN FIRST NATION
LAND CODE

[Signature]
Signature
2/5/2021
Date

GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date	Name of Person Holding Interest to be Registered or Transferred	
February <u>11</u> , 2021	Waterstone Law Group LLP - as agents	
Address	Phone No.	
201-45793 Luckakuck Way, Chwk, BC V2R 5S3	604-824-7777	
Email Address	MUST BE SIGNED By Applicant, Applicants Solicitor or Agent or this will not be registered	
bdavies@waterstonelaw.com		
2. PARCEL IDENTIFIER		
PIN	Lot No.	
	Remainder Lot 380 and Lot 554	
Plan No.	Reserve Name & No.	
CLSR Plan 109820	Tzeachten No. 13	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.)	Document Reference (page & paragraph)	
Lease Modification Agreement	Entire Document	
Person Entitled to Interest/Legal Interest-Holder	Other Interest-Holders	
Van Maren Base 10 Partnership		
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale	<input type="checkbox"/> Discharge of Mortgage	<input type="checkbox"/> Permit
<input type="checkbox"/> Assignment of Lease	<input type="checkbox"/> Easement	<input type="checkbox"/> Release
<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Lease	<input type="checkbox"/> Sublease
<input type="checkbox"/> Assignment of Sublease	<input type="checkbox"/> License	<input checked="" type="checkbox"/> Other: <u>Lease Modification Agreement</u>
<input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED		
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)		
Name	Address	
Tzeachten First Nation	45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name	Occupation	
Van Maren Base 10 Partnership		
Address	Contact No.	
202 45793 Luckakuck Way, Chwk, BC V2R 5S3	604 847-0700	
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term	Effective	Expiry
106 years and 8 months	Registration Date	November 1, 2127
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

Witness Signature(s)

SIGNING DATE

Tzeachten First Nation by its authorized signatory: Party(ies) Signature(s)

(Signature of Witness verifying signature of Party(ies))

Year Month Day

Party Signature

BRUCE W. DAVIES
Solicitor

2021/02/ 10

Chief Derek Epp

WATERSTONE LAW GROUP LLP
01 - 45793 Luckakuck Way
Chilliwack, BC V2R 5S3
604-824-7777

(Write Name and Address of Party)

Van Maren Base 10 Partnership

Party Signature

(as to both signatures)

Eric Van Maren

(Write Name and Address of Party)

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated for reference February 8, 2021, is made

BETWEEN

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "**Lessor**")

AND

VAN MAREN BASE 10 PARTNERHIP, a partnership formed
under the law of the Province of BC and having a business office address
at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

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

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "**Lease**"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13, being legally described as:

Tzeachten Indian Reserve No. 13 Lot 380 CLSR Plan 107517

(the "**Lands**")

- B. The Lease was registered at the First Nations Land Registry ("**FNLR**") on November 2, 2018 under No. 4030130;
- C. By Plan registered January 2, 2019 under No. CLSR 107780, the Lands were subdivided into 2 parcels of land such that, with effect from January 2, 2019, the legal description of the Lands, was changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 409 Plan CLSR 107780 ("**Lot 409**")
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517

- D. By Lease Modification Agreement dated January 31, 2019 and registered at the FNLR on February 8, 2019 under No. 4030554, the Lease was modified by amending the definition of "**Lands**";

- E. By Partial Discharge of Lease dated February 2, 2019 and registered at the FNLR on February 8, 2019 under No. 4030557, the Lease was discharged as it relates to Lot 409;
- F. By Lease Modification Agreement dated August 10, 2020 and registered at the FNLR on August 19, 2020 under No. 4033690, the Lease was further modified as there provided;
- G. By Plan registered February 8, 2021 under No. CLSR 109820, the Additional Lands referred to in Section 56.1 of the Lease were added to the Lands, such that with effect from February 8, 2021, the legal description of the Lands, was changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 554 Plan CLSR 109820 (“**Lot 554**”)
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517 (“**Remainder Lot 380**”)
- H. A sewage pump station managed by the Lessor and servicing the Lands, as well as adjacent lands, is located on Remainder Lot 380 and the Lessee has agreed to release its leasehold interest as against Remainder Lot 380;
- I. The parties now wish to modify the Lease with effect from the date hereof so as to reflect the foregoing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. With effect from February 8, 2021 the Lease is modified by excluding from the leased lands that portion of the Lands on which the pump station is located which is that portion of the Lands now being described as Lot 380 Remainder Plan CLSR 107517.
2. With effect from February 8, 2021 the Lease is further modified by including within the leased lands the Additional Lands as contemplated in Section 56.1 of the Lease.
3. As a result of the foregoing changes, with effect from February 8, 2021, the Lease is modified by deleting the definition of “Lands” in Section 1 and replacing it with the following:

“**Lands**” means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 554 Plan CLSR 109820;

4. Except as modified herein the Lease remains in full force and effect, unamended.

Tzeachten First Nation

By its authorized signatory:



Chief Derek Epp

Van Maren Base 10 Partnership

By Co-Managing Partner:

Eric Van Maren (Base 10) Holdings Ltd.

Per:



Per:

APPROVED AS TO THE FORM BY THE REGISTRAR OF LANDS PURSUANT TO THE TZEACHTEN FIRST NATION LAND CODE

Signature: 

Date: 2021-02-16

TZFN LANDS OFFICE CHECKLIST



MODIFICATION OF LEASE

Land Code Section:	6.22 & 9.19
--------------------	-------------

Legal Description:	LOT 455 & 555	PLAN OF SURVEY CLSR 109821	RESERVE TZ#13	PIN:
Sublessor:	TZEACHTEN FIRST NATION			
Sublessee:	VAN MAREN BASE 10 PARTNERSHIP			Y M D 2021-02-11
Mailing Address:	202-45793 LUCKAKUCK WAY CHILLIWACK BC V2R 5S3			

Proposed Use:	RESIDENTIAL	Term:	106 Y 8 MO	Expiry Date:	2127-11-01
Law Firm:	WATERSTONE LAW GROUP	Firm Contact:	BRUCE DAVIES		
Contact Phone No.:	604-824-7777	Email Address:	BDAVIES@WATERSTONELAW.COM		

Does Land Use comply with Zoning Bylaw? If no, advise that amendment procedures are required at dev. Stage.	Yes	No	Letter from Locatee?	Yes	No
Mortgage No.:	Assumed	Discharged	Has been reviewed by Property Manager?	Yes	No
Original's Certified by?	Officer's Signature	Affidavits of Witness	Lot File reviewed for outstanding issues?	Yes	No
Sale/Lease Price:	Originator File No.: TZ5643-8058 LOT 455 & 555				

THIS DOCUMENT HAS BEEN REVIEWED BY THE TZFN LANDS OFFICE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DOCUMENTATION IS SATISFACTORY BASED UPON INFORMATION PROVIDED BY THE SOLICITOR(S) OF LESSOR/LESSEE AND INFORMATION PROVIDED TO US BY OTHER INTERNAL DEPARTMENTS OF THE TZEACHTEN FIRST NATION.

Completed By: 

Date: 2021/02/16



FOR OFFICE USE ONLY:

APPROVED AS TO THE FORM BY THE
 REGISTRAR OF LANDS PURSUANT TO
 THE TZEACHTEN FIRST NATION
 LAND CODE
[Signature]
 Signature
 Feb 16/2021
 Date

GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date February <u>16</u> , 2021	Name of Person Holding Interest to be Registered or Transferred Waterstone Law Group LLP - as agents	
Address 201-45793 Luckakuck Way, Chwk, BC V2R 5S3	Phone No. 604-824-7777	
Email Address bdavies@waterstonelaw.com	MUST BE SIGNED By Applicant, Applicants Solicitor or Agent or this will not be registered	
2. PARCEL IDENTIFIER		
PIN	Lot No. Lot 455 and Lot 555	
Plan No. CLSR Plan 109821	Reserve Name & No. Tzeachten No. 13	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.) Lease Modification Agreement	Document Reference (page & paragraph) Entire Document	
Person Entitled to Interest/Legal Interest-Holder Van Maren Base 10 Partnership	Other Interest-Holders	
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale <input type="checkbox"/> Discharge of Mortgage <input type="checkbox"/> Permit <input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED <input type="checkbox"/> Assignment of Lease <input type="checkbox"/> Easement <input type="checkbox"/> Release <input type="checkbox"/> Assignment of Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Sublease <input type="checkbox"/> Assignment of Sublease <input type="checkbox"/> License <input checked="" type="checkbox"/> Other: <u>Lease Modification Agreement</u>		
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)		
Name Tzeachten First Nation	Address 45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name Van Maren Base 10 Partnership	Occupation	
Address 202 45793 Luckakuck Way, Chwk, BC V2R 5S3	Contact No. 604 847-0700	
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term 106 years and 8 months	Effective Registration Date	Expiry November 1, 2127
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

<p>Witness Signature(s)</p> <p>_____</p> <p>(Signature of Witness verifying signature of Party(ies))</p>	<p>SIGNING DATE</p> <p>Year Month Day</p> <p style="text-align: center;">2021/02/10</p>	<p>Tzeachten First Nation by its authorized signatory: Party(ies) Signature(s)</p> <p>_____</p> <p>Party Signature</p> <p>Chief Derek Epp</p> <p>_____</p> <p>(Write Name and Address of Party)</p> <p>Van Maren Base 10 Partnership</p> <p>_____</p> <p>Party Signature</p> <p>Eric Van Maren</p> <p>_____</p> <p>(Write Name and Address of Party)</p>
<p>(Write Name and Address of Witness)</p> <p>BRUCE W. DAVIES Barrister & Solicitor WATERSTONE LAW GROUP LLP 201 - 45793 Luckakuck Way Chilliwack, BC V2R 5S3 604-824-7777</p> <p><i>(as to both signatures)</i></p>		

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated for reference February 8, 2021, is made

BETWEEN

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "**Lessor**")

AND

VAN MAREN BASE 10 PARTNERHIP, a partnership formed
under the law of the Province of BC and having a business office address
at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

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

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "**Lease**"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13, being legally described as:

Tzeachten Indian Reserve No. 13 Lot 380 CLSR Plan 107517

(the "**Lands**")

- B. The Lease was registered at the First Nations Land Registry ("**FNLR**") on November 2, 2018 under No. 4030130;
- C. By Plan registered January 2, 2019 under No. CLSR 107780, the Lands were subdivided into 2 parcels of land such that, with effect from January 2, 2019, the legal description of the Lands, was changed to be as follows:
- Tzeachten Indian Reserve No. 13 Lot 409 Plan CLSR 107780 ("**Lot 409**")
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517
- D. By Lease Modification Agreement dated January 31, 2019 and registered at the FNLR on February 8, 2019 under No. 4030554, the Lease was modified by amending the definition of "**Lands**";

- E. By Partial Discharge of Lease dated February 2, 2019 and registered at the FNLR on February 8, 2019 under No. 4030557, the Lease was discharged as it relates to Lot 409;
- F. By Lease Modification Agreement dated August 10, 2020 and registered at the FNLR on August 19, 2020 under No. 4033690, the Lease was further modified as there provided;
- G. By Plan registered February 8, 2021 under No. CLSR 109820, the Additional Lands referred to in Section 56.1 of the Lease were added to the Lands, such that with effect from February _____, 2021, the legal description of the Lands, was changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 554 Plan CLSR 109820 (“**Lot 554**”)
Tzeachten Indian Reserve No. 13 Lot 380 Remainder Plan CLSR 107517 (“**Remainder Lot 380**”)
- H. By Lease Modification Agreement dated for reference February 8, 2021 and registered in the FNLR concurrently herewith, the Lease was further amended by amending the definition of “Lands” such that the Lands that are the subject of the Lease are Lot 554 only;
- I. By Plan registered February 8, 2021 under No. CLSR 109821, Lot 554 was subdivided such that with effect from February 8, 2021, the legal description of the Lands, was changed to be as follows:

Tzeachten Indian Reserve No. 13 Lot 455 Plan CLSR 109821 (“**Lot 455**”)
Tzeachten Indian Reserve No. 13 Lot 555 Plan CLSR 109821 (“**Lot 555**”);
- J. The Lessee has formed a new related partnership called “Van Maren Base 10 Partnership No. 2” (the “**New Partnership**”) and it is the intention that the Lease be terminated as it relates to Lot 455 and that the Lessor concurrently execute a replacement Lease of Lot 455 in favour of the New Partnership; and
- K. The parties now wish to modify the Lease with effect from the date hereof so as to reflect the foregoing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. With effect from February 8, 2021, the Lease is firstly modified to reflect the foregoing subdivision by deleting the definition of “Lands” in Section 1 and replacing it with the following:

“**Lands**” means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 455 Plan CLSR 109821;
Tzeachten Indian Reserve No. 13 Lot 555 Plan CLSR 109821”

2. Also with effect from February 8, 2021 the Lease is further modified by excluding Lot 455 Plan CLSR 109821 from the from the leased lands.
3. As a result of the foregoing changes, with effect from February 8, 2021, the Lease is modified by deleting the definition of "Lands" in Section 1 and replacing it with the following:

"Lands" means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 555 Plan CLSR 109821;

4. Except as modified herein the Lease remains in full force and effect, unamended.

Tzeachten First Nation
By its authorized signatory:



Chief Derek Epp

Van Maren Base 10 Partnership
By its Co Managing Partner:
Eric Van Maren (Base 10) Holdings Ltd.
Per:



Per:



Application for Registration

Privacy Act Statement

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

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

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

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

Send Two Copies to:

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

<u>Registration Number</u> 4042374	<u>Received Date</u> 2023/07/07	<u>Regional File Number</u> TZ5643-8058 LOT 788 & 789
---------------------------------------	------------------------------------	--

NAME OF PARTIES TO INSTRUMENT	
<u>Name</u> 575 - Tzeachten	Grantor
<u>Name</u> VAN MAREN BASE 10 PARTNERSHIP	Grantee

Instrument Type: Modification of Lease 070
 Instrument Date: 2023/06/22
 FN/SG Land Code:
 Purpose:
 Remarks:

LAND DESCRIPTION	
Province :	BRITISH COLUMBIA
Reserve Name	08058 - TZEACHTEN 13
Legal Description - Land Affected	LOT 789 Canada Lands Surveys Record 111161
Province :	BRITISH COLUMBIA
Reserve Name	08058 - TZEACHTEN 13
Legal Description - Land Affected	LOT 788 Canada Lands Surveys Record 111161

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

Applicant Email : Band Email : HAYDEN@TZEACHTEN.CA

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

HAYDEN **Return To :**

Registration Number _____

Registration Date: _____ and Time: _____

 Signature of Registration Officer Date

Comments



Application for Registration

Clarification

Signature of Registration Officer


Date




Tzeachten First Nation
Tzeachten (TZFN) Lands Register
Form No. TZFN-02-B (Non-Member)
 (FORM AS OF July 1, 2010)

FOR OFFICE USE ONLY:

4042374

APPROVED AS TO THE FORM BY THE
 REGISTRAR OF LANDS PURSUANT TO
 THE TZEACHTEN FIRST NATION
 LAND CODE

 Signature
 Date July 7/2023

GENERAL INSTRUMENT – PART 1

1. APPLICATION		
Date June <u>12</u> , 2023	Name of Person Holding Interest to be Registered or Transferred Waterstone Law Group LLP - as agents	
Address 201-45793 Luckakuck Way, Chwk, BC V2R 5S3	Phone No. 604-824-7777	
Email Address realestate@waterstonelaw.com	MUST BE SIGNED By Applicant, Applicant's Solicitor or Agent or this will not be registered 	
2. PARCEL IDENTIFIER		
PIN	Lot No. Lots 788 and 789	
Plan No. CLSR 111161	Reserve Name & No. Tzeachten No. 13.	
3. NATURE OF INTEREST		
Description (Type of Interest & Registration No.) Lease Modification Agreement	Document Reference (page & paragraph) Entire Document	
Person Entitled to Interest/Legal Interest-Holder VAN MAREN BASE 10 PARTNERSHIP	Other Interest-Holders	
4. TERMS		
Part 2 of this instrument consists of (select one only)		
<input type="checkbox"/> Agreement for Sale	<input type="checkbox"/> Discharge of Mortgage	<input type="checkbox"/> Permit
<input type="checkbox"/> Assignment of Lease	<input type="checkbox"/> Easement	<input type="checkbox"/> Release
<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Lease	<input type="checkbox"/> Sublease
<input type="checkbox"/> Assignment of Sublease	<input type="checkbox"/> License	<input checked="" type="checkbox"/> Other: <u>Lease Modification Agreement</u>
<input type="checkbox"/> RUSH REGISTRATION FEE INCLUDED		
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)		
Name TZEACHTEN FIRST NATION	Address 45855 Promontory Road, Chwk, BC V2R 0H3	
Name	Address	
6. TRANSFEREE(S)		
Name VAN MAREN BASE 10 PARTNERSHIP	Occupation	
Address 202-45793 Luckakuck Way, Chwk, BC V2R 5S3	Contact No.	
Name	Occupation	
Address	Contact No.	
7. DURATION		
Term	Effective Registration Date	Expiry November 1, 2127
8. ADDITIONAL OR MODIFIED TERMS		
N/A		

9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

Witness Signature(s)

SIGNING DATE

Party(ies) Signature(s)

Tzeachten First Nation authorized signatory(ies)

(Signature of Witness verifying signature of Party(ies))

Year Month Day

Party Signature

40025 Camrose Ave
(Write Name and Address of Witness)
Chilliwack BC

2023/06/22

Chief Derek GP
(Write Name and Address of Party)

Deanna Lynn Honeyman
Commissioner for taking Affidavits for B.C.
Expiry Date: December 31, 2023

Party Signature

(Write Name and Address of Party)

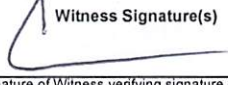


9. DECLARATION

By my signature below, I hereby declare, and acknowledge that any error or misrepresentation in this application or the information I provide could result in voiding this application for registration as well as resulting in other legal consequences. I further declare that:

- a) The information contained in this application form is correct;
- b) I have identified all people with a legal interest in the Land described in Section 3 above (Other Interest Holders);
- c) I am not aware of any legal interest holder identified in section 3 above who opposes this registration;
- d) I have been advised to seek independent legal advice;
- e) I acknowledge that under section 9.24 of the Tzeachten Land Code, the Tzeachten Lands Office bears no responsibility for determining whether legal interests submitted for registration are good standing or the terms have been complied with, and
- f) I agree to comply with the Tzeachten Land Code and am not aware of any conflict between the proposed registered interest and any provision of the Tzeachten Land Code or related Tzeachten Laws.

10. SIGNATURE

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.

<p>Witness Signature(s)</p>  <p>(Signature of Witness verifying signature of Party(ies))</p> <p>CARSON W. DAVIES Barrister & Solicitor WATERS LAW GROUP LLP #201 - 45793 Luckaluck Way Chilliwack, BC V2R 5S3 (604) 824-7777</p>	<p>SIGNING DATE</p> <p>Year Month Day</p> <p>2023/06/ 21</p>	<p>Party(ies) Signature(s)</p> <p>VAN MAREN BASE 10 PARTNERSHIP by its Co-Managing Partners: ERIC VAN MAREN (BASE 10) PARTNERSHIP Per: </p> <p>Party Signature ERIC VAN MAREN</p> <p>(Write Name and Address of Party)</p> <p>X.L. STRUCTURES (BASE 10) LTD. Per: </p> <p>Party Signature BLAIR NEELS</p> <p>(Write Name and Address of Party)</p>
--	---	---

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated with effect from May 1, 2023, is made

BETWEEN:

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "Lessor")

AND:

VAN MAREN BASE 10 PARTNERHIP, a partnership formed
under the law of the Province of BC and having a business office address
at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

(hereinafter called the "Lessee")

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "Lease"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13, being legally described as:

Tzeachten Indian Reserve No. 13 Lot 380 CLSR Plan 107517

("Lot 380")

for a term of 109 years commencing November 2, 2018, and ending on November 1, 2127, which Base 10 Lease was registered at the First Nations Land Registry on November 2, 2018 under No. 4030130;

- B. Since the date of registration of the Lease, Lot 380 has been subdivided on several occasions and various Lease Modification Agreements have been executed to accommodate these subdivisions and to release certain lands;
- C. As a result of the previous subdivisions and Lease Modification Agreements, the lands currently subject to the Lease are now legally described as:

Tzeachten Indian Reserve No. 13 Lot 788 Plan CLSR 111161 ("Lot 788"); and
Tzeachten Indian Reserve No. 13 Lot 789 Plan CLSR 111161 ("Lot 789");

- D. The Lessee has formed a new related partnership called "Base 10 Apartments Partnership" (the "New Partnership") and it is the intention that the Lease be terminated as it relates to

Lot 788 and that the Lessor concurrently execute a replacement Lease of Lot 788 in favour of the New Partnership; and

- E. The parties now wish to modify the Lease with effect from the date hereof so as to reflect the foregoing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. With effect from May 1, 2023, the Lease is modified to reflect the most recent subdivision of the Lands and by excluding Lot 788 from the leased lands such that the definition of "Lands" is as follows:

“*Lands*” means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 789 Plan CLSR 111161;”

2. Except as modified herein the Lease remains in full force and effect, unamended.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above by execution of the General Instrument-Part 1 attached hereto.

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated with effect from May 1, 2023, is made

BETWEEN:

TZEACHTEN FIRST NATION
45855 Promontory Road
Chilliwack, BC V2R 0H3

(hereinafter called the "**Lessor**")

AND:

VAN MAREN BASE 10 PARTNERHIP, a partnership formed
under the law of the Province of BC and having a business office address
at #202 45793 Luckakuck Way, Chilliwack, BC V2R 5S3

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

BACKGROUND:

- A. By Land Lease dated for reference the 31st day of October, 2018 (the "**Lease**"), the Lessor leased to the Lessee those lands and premises situate in Tzeachten Indian Reserve No. 13, being legally described as:

Tzeachten Indian Reserve No. 13 Lot 380 CLSR Plan 107517

(**"Lot 380"**)

for a term of 109 years commencing November 2, 2018, and ending on November 1, 2127, which Base 10 Lease was registered at the First Nations Land Registry on November 2, 2018 under No. 4030130;

- B. Since the date of registration of the Lease, Lot 380 has been subdivided on several occasions and various Lease Modification Agreements have been executed to accommodate these subdivisions and to release certain lands;
- C. As a result of the previous subdivisions and Lease Modification Agreements, the lands currently subject to the Lease are now legally described as:

Tzeachten Indian Reserve No. 13 Lot 788 Plan CLSR 111161 ("**Lot 788**"); and
Tzeachten Indian Reserve No. 13 Lot 789 Plan CLSR 111161 ("**Lot 789**");

- D. The Lessee has formed a new related partnership called "**Base 10 Apartments Partnership**" (the "**New Partnership**") and it is the intention that the Lease be terminated as it relates to

Lot 788 and that the Lessor concurrently execute a replacement Lease of Lot 788 in favour of the New Partnership; and

- E. The parties now wish to modify the Lease with effect from the date hereof so as to reflect the foregoing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. With effect from May 1, 2023, the Lease is modified to reflect the most recent subdivision of the Lands and by excluding Lot 788 from the leased lands such that the definition of "Lands" is as follows:

“*Lands*” means the lands described as:

Tzeachten Indian Reserve No. 13 Lot 789 Plan CLSR 111161;”

2. Except as modified herein the Lease remains in full force and effect, unamended.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above by execution of the General Instrument-Part 1 attached hereto.