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# COMMERCIAL LEASE

HER MAJESTY IN RIGHT OF CANADA  
as represented by the Minister of Indian Affairs  
and Northern Development

AND

BEKANON LIMITED PARTNERSHIP

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1.	<b>INTERPRETATION</b> .....	<b>5</b>
	Definitions .....	5
	Parts of the Lease .....	6
	Headings .....	6
	Extended Meanings .....	6
2.	<b>PREMISES &amp; MINERALS</b> .....	<b>6</b>
	The Demise .....	6
	Minerals .....	6
	Compensation for Interference .....	6
	Lessee's Disagreement with Compensation .....	6
	Prior Rights .....	7
	Other Interests .....	7
3.	<b>USE OF PREMISES</b> .....	<b>7</b>
	Term .....	7
	Quiet Enjoyment .....	7
	Types of Use .....	7
	"As Is - Where Is" Lease .....	7
	No Vacating or Abandoning .....	8
	Right to Let .....	8
	Access .....	8
4.	<b>RENT</b> <b>8</b>	
	Rent .....	8
	Expenses .....	8
	Indemnity .....	9
	Place of Rent Payment .....	9
	Lease Performance Deposit .....	9
	Interest Payable on Arrears .....	9
	Partial Payments .....	10
	Payment over to Beneficiary .....	10
	Market Rent .....	10
	Lessor's Determination .....	10
	Payment of Deficiency .....	10
	Dispute of Determination .....	10
	Additional Rent .....	11
5.	<b>PAYMENT OF MARKET RENT ON HAPPENING OF CERTAIN EVENTS</b> .....	<b>11</b>
6.	<b>RECORDS</b> .....	<b>12</b>

	Lessee to Retain Documents .....	12
	Lessee to Deliver Documents .....	12
	Lessee to Deliver Audited Financial Statements .....	12
7.	<b>ASSIGNMENTS, SUB-LEASES &amp; MORTGAGES</b> .....	<b>12</b>
	Assignments .....	12
	Sub-leases .....	12
	Consent Limited .....	13
	Lessor's Consent to Sub-Lease .....	13
	Requirements to Obtain Consent .....	14
	Environmental Assessment Process .....	14
	Determination of the Current Regulatory Regime and the Off-Reserve Regulatory Regime .....	15
	Mitigation Measures .....	15
	Lessee Obligated to Ensure Implementation of Mitigation Measures .....	15
	Lessor Not Liable for Refusal to Approve Sub-Lease .....	16
	Responsibility of the Lessee to Ensure Sub-Lessee's Compliance with Environmental Regulations .....	16
	Class Environmental Assessments .....	16
	No Relief of Obligations .....	17
8.	<b>CONSENT AND REGISTRATION</b> .....	<b>17</b>
	Provide Copies .....	17
	Consent No Assurance .....	17
9.	<b>COMPLIANCE WITH LAWS</b> .....	<b>17</b>
	General Requirement .....	17
	Notice .....	17
	Contesting the Validity .....	18
	Authorization to Receive Information .....	18
10.	<b>TAXES</b> <b>18</b>	
	General Requirement .....	18
	Contesting the Validity .....	18
	Provision of Documents .....	18
11.	<b>UTILITIES</b> .....	<b>18</b>
	Lessee's Responsibility to Provide .....	18
	Interruption Not a Disturbance .....	19
12.	<b>ENVIRONMENT</b> .....	<b>19</b>
	Contaminants .....	19
	Removal of Contaminants .....	19
	Report of Spill .....	19
	Increased Risks .....	20
	Title to Contaminants .....	20
	Audit and Environmental Site Assessment .....	20
	Representations and Warranties of the Lessee .....	21
	Additional Termination Rights .....	21
	Survival of Article .....	21
13.	<b>NUISANCE, WASTE &amp; RUBBISH</b> .....	<b>22</b>
	Nuisance .....	22
	Waste .....	22
	Rubbish .....	22

14.	<b>IMPROVEMENTS AND ALTERATIONS</b>	<b>22</b>
	Construction	22
	Obtain Permits and Approvals	22
	Provide Development Plan	22
	Approval Process for Development Plan	22
	Construction to Comply With Permits, Approvals, and Consent	22
	Lessor Not Responsible	23
	Occupancy	23
	Additional Documents	23
	Signs	23
15.	<b>MAINTENANCE</b>	<b>23</b>
	Lessee to maintain Premises	23
16.	<b>CONSTRUCTION REQUIREMENTS</b>	<b>23</b>
	General Requirement	23
17.	<b>REPLACEMENT ON DESTRUCTION</b>	<b>24</b>
	Rent will not Abate	24
	Lessee's Obligations When Improvements Partially Destroyed	24
	Lessee's Obligations When Improvements Substantially Destroyed	24
	Lessee To Give Lessor Notice of Damage or Destruction	24
18.	<b>REMOVAL OF IMPROVEMENTS AND TRADE FIXTURES</b>	<b>24</b>
	Removal of Trade Fixtures	24
	No Removal of Improvements	25
	Removal of Improvements or Trade Fixtures on Notice	25
	Lessee Must Fix any Damage Arising From Removal	25
	Lessor May Remove	25
	Lessee not in Possession	25
	Survival of Article	25
19.	<b>INSURANCE</b>	<b>26</b>
	Liability & Property Insurance	26
	Insurance Provisions	26
	Release from Liability	27
	Payment of Loss Under Insurance	27
	Lessor's Right to Repair and Receive the Insurance Proceeds	27
	Insurance May be Maintained by Lessor	27
20.	<b>INSOLVENCY</b>	<b>28</b>
21.	<b>CHANGE IN CONTROL OF LESSEE</b>	<b>28</b>
22.	<b>DEFAULT &amp; REMEDIES</b>	<b>28</b>
	Default	28
	Termination	28
	Curing of Default	29
	End of Lease	29
	Right to Cure	29
	Access to Inspect and Perform	29
	Remedies Cumulative	30
23.	<b>SURRENDER OF POSSESSION</b>	<b>30</b>

24.	<u>HOLDING OVER</u> .....	<u>30</u>
25.	<u>INDEMNITY</u> .....	<u>30</u>
	<u>Survival of Article</u> .....	<u>31</u>
26.	<u>ENTIRE AGREEMENT</u> .....	<u>31</u>
27.	<u>DELIVERY</u> .....	<u>32</u>
	<u>General Requirement</u> .....	<u>32</u>
	<u>Delivery</u> .....	<u>32</u>
	<u>Change of Contact Information</u> .....	<u>32</u>
28.	<u>DISPUTE RESOLUTION</u> .....	<u>33</u>
29.	<u>GENERAL PROVISIONS</u> .....	<u>33</u>
	<u>Joint and Several Liability</u> .....	<u>33</u>
	<u>All Terms are Covenants</u> .....	<u>33</u>
	<u>Net Lease</u> .....	<u>33</u>
	<u>Survival of Obligations</u> .....	<u>33</u>
	<u>Governing Law</u> .....	<u>33</u>
	<u>No Modifications</u> .....	<u>33</u>
	<u>Time is of the Essence</u> .....	<u>33</u>
	<u>No Presumption</u> .....	<u>34</u>
	<u>Severability</u> .....	<u>34</u>
	<u>Binding on Successors</u> .....	<u>34</u>
	<u>No Waiver</u> .....	<u>34</u>
	<u>No Assumption of Responsibility by Lessor</u> .....	<u>34</u>
	<u>No Benefit to Members of House of Commons</u> .....	<u>34</u>
	<u>Not a Joint Venture</u> .....	<u>34</u>
	<u>Authority of Lessee</u> .....	<u>34</u>
	<u>DEFINITIONS</u> .....	<u>36</u>
	<u>IMPROVEMENTS EXISTING AT COMMENCEMENT DATE</u> .....	<u>41</u>
	<u>SUB-LEASE CONSENT AGREEMENT</u> .....	<u>42</u>
	<u>PERMITTED SUB-LEASE PURPOSES</u> .....	<u>45</u>

**COMMERCIAL LEASE**

This Lease is effective as of the            day of            2005,

**BETWEEN:**

**HER MAJESTY IN RIGHT OF CANADA**, as represented by the Minister of Indian Affairs and Northern Development,

(the “**Lessor**”)

**AND:**

**BEKANON LIMITED PARTNERSHIP**, a limited partnership registered pursuant to the Ontario *Limited Partnerships Act*, registration number \_\_\_\_\_

(the “**Lessee**”).

**BACKGROUND:**

- A. The Lands are part of Henvey Inlet Indian Reserve No. 2, which are held for the use and benefit of the Henvey Inlet First Nation.
- B. The Lands were designated for lease on \_\_\_\_\_, accepted by the Governor in Council by P.C. \_\_\_\_\_ on \_\_\_\_\_, and registered in the Registry under No. \_\_\_\_\_.
- C. The Lessee has applied to lease the Premises.
- D. The Lessor is authorized to grant this Lease under subsection 53(1) of the Indian Act.
- E. The Band Council, on behalf of the Band, acknowledged and declared that it has consented to the terms of this Lease, as evidenced by a copy of the band council resolution attached as Appendix “A”.

**NOW THEREFORE**, with mutual consideration, the Parties covenant and agree as follows:

## **INTERPRETATION**

### **1.**

#### **Definitions**

1.1 In this Lease, the terms defined in Schedule “A” have, unless otherwise specifically provided elsewhere in this Lease, the meanings ascribed to them in that Schedule.

#### **Parts of the Lease**

1.2 The structure of this Lease is as follows: article (e.g. 1.), section (e.g. 1.1), subsection (e.g. 1.1.1), and paragraph (e.g. 1.1.1(a)). Unless otherwise stated, any reference to an article, section, subsection, or paragraph means the appropriate part of this Lease, unless the provision states something different.

#### **Headings**

1.3 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.

#### **Extended Meanings**

1.4 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. All words in the singular will include the plural and vice-versa where the context allows. Any defined terms in this Lease will be read as having an appropriate corresponding meaning if referred to in the singular form, plural form, verb form or noun form. In this Lease: “includes” means “includes, without limitation,”; “including” means “including, without limitation,”; “Lessee will not use” includes “Lessee will not use, or suffer or permit the use of,”; and “Lessee will not cause” includes “Lessee will not cause, permit, or suffer”.

## **PREMISES & MINERALS**

### **2.**

#### **The Demise**

2.1 The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the Premises to have and to hold during the Term, paying Rent to the Lessor during the Term and subject to the terms, covenants, conditions, provisos, exceptions and reservations contained in this Lease. The Improvements existing at the Commencement Date are set out in Schedule “B”.

#### **Minerals**

2.2 The Lessor excepts and reserves from the demise all Minerals in, on or under the Premises and retains the right to enter the Premises to prospect and drill for and to work, extract or produce Minerals subject to reasonable notice being provided to the Lessee.

#### **Compensation for Interference**

2.3 The Lessor will determine compensation, if any, and give a notice to the Lessee of the amount of compensation, if any, that is to be paid for interference with this Lease by the Lessor’s exercise of its rights under Section 2.2, and such interference, if any, will not be a breach of the Lessor’s covenant of quiet enjoyment.

### **Lessee's Disagreement with Compensation**

2.4 If the Lessee disagrees with the compensation determined by the Lessor under Section 2.3, then the Lessee may, at its expense and within 60 days from delivery of the notice referred to in Section 2.3, refer the matter to Federal Court under section 17 of the *Federal Court Act* for a review of the determination of compensation. If the Lessee fails to refer the matter to Federal Court within the specified time, then the compensation will be deemed to be that set out in the Lessor's notice.

### **Prior Rights**

2.5 This Lease is subject to any existing encumbrance or right given for or attaching to the Premises, or any part of the Premises, whether or not the Lessee has notice of these encumbrances or rights.

### **Other Interests**

2.6 The Lessor reserves the right to further charge the Premises, or any part of the Premises, by way of easement, right-of-way, restrictive covenant, or other interest in land in favour of any Authority and the Lessee will, at the request of the Lessor, expeditiously execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Premises under this Lease to such charge.

## **USE OF PREMISES**

### **3.**

#### **Term**

3.1 The Lessee shall have possession of the Premises pursuant to the terms and conditions of this Lease for a term of 99 years commencing on the Commencement Date.

#### **Quiet Enjoyment**

3.2 The Lessee, by paying the Rent and observing and performing the obligations, covenants, and agreements in this Lease, may peaceably and quietly possess, hold, and enjoy the Premises during the Term without any interruption or disturbance by the Lessor except as otherwise provided in this Lease.

#### **Types of Use**

3.3 The Lessee will not use the Premises or allow the Premises to be used for any purposes except for the construction, operation and maintenance of those uses listed in Schedule "D".

#### **"As Is - Where Is" Lease**

3.4 The Premises are being leased to the Lessee by the Lessor on an "as is - where is" basis. The Lessee represents and warrants that it has:

- 3.4.1 inspected the Premises and conducted all independent investigations of the Premises, including any investigations relating to the compliance of the Premises with any Laws and the presence of Contaminants in, on, or under the Premises that it has deemed prudent prior to taking possession of the Premises; and
- 3.4.2 satisfied itself that the Premises are suitable for the intended uses and that those uses are within the scope of the permitted uses.

## **No Vacating or Abandoning**

3.5 The Lessee will not vacate or abandon the Premises at any time during the Term without the prior written consent of the Lessor.

## **Right to Let**

3.6 If the Premises are vacated or abandoned, the Lessor will have the right, at the Lessor's option, to:

- 3.6.1 enter the Premises as the agent of the Lessee, either by force or otherwise, without being liable for any action or for any loss or damage caused by the entry or the use of force;
- 3.6.2 to let the Premises as the agent and at the risk of the Lessee; and
- 3.6.3 to receive the rent for any letting.

3.7 Rent received by the Lessor as agent for the Lessee for any letting may be applied by the Lessor to any expenses incurred by the Lessor in the entry and letting of the Premises and to any other monies owing to the Lessor under this Lease in such proportions and in such order of priority as the Lessor may decide.

3.8 The Lessor will not be construed as entering the Premises as agent of the Lessee if, prior to the entry, the Term ended.

## **Access**

3.9 The Lessee is solely responsible for securing and maintaining legal access (be it by public or private road, water, air or otherwise) to and from the Premises.

## **RENT**

### **4.**

## **Rent**

4.1 Subject to Article 5, the Lessee will pay the Lessor as rent during the Term, in lawful money of Canada, without abatement, deductions or set-off:

- 4.1.1 Base Rent in the amount of \$ ten (10), plus GST, payable without prior demand on or before the first day in each calendar year during the Initial Period;
- 4.1.2 Base Rent in the amount of the annual rent for the Previous Period or, if Market Rent is payable, Market Rent, whichever is greater, plus GST, payable without prior demand on or before the first day in each calendar during each respective Period after the Initial Period; and
- 4.1.3 Additional Rent.

## **Expenses**

4.2 The Lessee covenants to pay the following expenses related to the Premises:

- 4.2.1 taxes assessed against the property from time to time, including any local improvement or other municipal charges or charges for services or fungibles delivered to the property;



- 4.2.2 business taxes and licenses;
- 4.2.3 maintenance;
- 4.2.4 Lessee's insurance premiums;
- 4.2.5 all heating and cooling expenses;
- 4.2.6 charges for electricity, sewers, water, heating oil and all other fungibles;
- 4.2.7 garbage and waste disposal; and
- 4.2.8 sales tax, Goods and Services Tax, and any other taxes imposed now or in the future respecting the Rent.

And if any of the foregoing charges are invoiced directly to the Lessor, the Lessee shall pay same as and when they become due and shall produce proof of payment to the Lessor immediately if requested to do so, provided that the Lessee may contest or appeal any such charges at the Lessee's own expense.

### **Indemnity**

4.3 The Lessee hereby agrees to indemnify and protect the Lessor from any liability in respect of the rents and expenses payable by the Lessee as provided for herein. If the Lessee fails to make any such payments required by this Lease, the Lessor may make such payments and charge the amounts paid by the Lessor to the Lessee as Additional Rents, and if such charges are not paid by the Lessee upon demand, the Lessor shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the case of rent in arrears.

### **Place of Rent Payment**

4.4 All payments required to be made to the Lessor by the Lessee pursuant to this Lease shall be made at the Lessor's address for service set out in this Lease, or at such other place as the Lessor may from time to time direct in writing.

### **Lease Performance Deposit**

4.5 The Lessee agrees to pay to the Lessor on the Commencement Date and prior to taking possession, the first year's Annual Rent, and, as a damage and Lease performance deposit, an amount equal to the last year's Annual Rent. The Lessor shall not be required to hold such funds in trust nor shall the Lessee be credited with any real or notional interest thereon.

### **Interest Payable on Arrears**

4.6 If Rent or any other payment required to be made under this Lease by the Lessee to the Lessor is not paid when it is due, then the Lessee will pay interest on the unpaid amount at the rate established from time to time by the Treasury Board of Canada for Indian moneys held in the Government of Canada's Consolidated Revenue Fund, plus 5%, calculated quarterly and compounded semi-annually, from the date the payment is due until the date the payment is made by the Lessee. 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 in paying Rent or other amounts at the time and in the manner specified in this Lease.

### **Partial Payments**

4.7 No partial payment by the Lessee which is accepted by the Lessor shall be considered as other than a partial payment on account, and no partial payment shall delay or prejudice the Lessor's right to recover any Rent owing or other remedies.

### **Payment over to Beneficiary**

4.8 Any Rent paid to the Lessor will have been paid over to the benefit of the Band and will not be available to be refunded to the Lessee. The Lessee will have no right to a refund of, and the Lessor will not be liable to the Lessee for refunding, any Rent in the event of termination of this Lease.

## **Market Rent**

4.9 Where Market Rent is payable, the following provisions apply:

### **Lessor's Determination**

- 4.9.1 The Lessor, utilizing the services of an accredited appraiser, will endeavour to determine and notify the Lessee of the Market Rent 90 days before the respective Period commences, but may make such determination and notify the Lessee at any time within 180 days after the respective Period commences, provided that, in the absence of, or pending such determination and notice, the Lessee will continue to pay Base Rent in the same amount and in the same manner as in the last year of the immediately preceding Period.

### **Payment of Deficiency**

- 4.9.2 If notice of the determination of Market Rent is given after the respective Period commences, and the Market Rent is greater than the Base Rent for the last year of the immediately preceding Period, then the Lessee will pay the deficiency in Base Rent for the respective Period within 30 days after such notice is given.

### **Dispute of Determination**

- 4.9.3 If the Lessee disagrees with the Lessor's determination of the Market Rent, the Lessee may, at its expense, within 60 days from the Lessor delivering notice of the determination of Market Rent to the Lessee, refer the matter to Federal Court under section 17 of the Federal Court Act for a review of the determination, provided however that the Lessee has paid all Rent then due, including any increase in Base Rent as determined by the Lessor.
- 4.9.4 Upon a final decision of the court, the respective Party will expeditiously pay any adjustment of Base Rent; and
- 4.9.5 If the Lessee fails to refer the matter to Federal Court within the time referred to above, then the Market Rent will be deemed to be that set out in the Lessor's notice under this Section.

### **Additional Rent**

4.10 If, at any time before or after the expiration or earlier termination of the Lease, the Lessor:

- 4.10.1 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 obligations, covenants, or agreements;
- 4.10.2 makes any payment for which the Lessee is liable under this Lease; or
- 4.10.3 is compelled or elects to incur any expense (including legal fees of the Lessor on a solicitor-client basis 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)),

then, in every such case, the amount of damage, loss, expense, or payment, together with an administration fee of 15% of the damage, loss, expense, or payment, will be due and payable by the Lessee to the Lessor on notice from the Lessor and be recoverable by the Lessor in the manner provided by law for the recovery of rent in arrears. This Section survives the expiration or earlier termination of this Lease.

**PAYMENT OF MARKET RENT ON HAPPENING OF CERTAIN EVENTS****5.**

5.1 If:

- 5.1.1 there is a Mortgage and the Lessee's equity of redemption in this Lease or any part thereof is absolutely foreclosed under an order of a court of competent jurisdiction;
- 5.1.2 a Mortgagee or receiver of the Lessee's interest in the Premises, whether or not it takes possession of the Premises, purports to:
  - (b)a sell, assign or transfer the Lessee's interest in the Premises; or
  - (b)b sublease the Premises or any part thereof;
- 5.1.3 an order of any competent court is made authorizing:
  - (c)a the sale, assignment or transfer of the Lessee's interest in the Premises; or
  - (c)b the subletting of the Premises;
- 5.1.4 the Lessee ceases to be 100% beneficially-owned by the Band; or
- 5.1.5 the Lessee assigns or transfers the whole or any part of its interest in this Lease without the express written consent of the Lessee:

then, notwithstanding Subsections 4.1.1 and 4.1.2, the following will apply:

- 5.1.6 the first Period will commence upon the happening of any of the events listed in subsections 5.1.1 through 5.1.5 and continue for five years;
- 5.1.7 during the first Period, the Lessee will pay annual Base Rent in the amount of Market Rent;
- 5.1.8 each subsequent period after the first Period will commence on the first day after the last day of the preceding Period and continue for five years, though the final Period may be less than five years; and
- 5.1.9 during each subsequent Period after the first Period, the Lessee will pay annual Base Rent in the amount of the annual rent for the previous Period or Market Rent, whichever is greater.

## **RECORDS**

### **6.**

#### **Lessee to Retain Documents**

6.1 The Lessee will retain all documents or records pertaining to any expenditure made by or on behalf of the Lessee with respect to the Premises for five years after the end of the year in which the expenditure was made.

#### **Lessee to Deliver Documents**

6.2 The Lessee will, upon written request by the Lessor, deliver to the Lessor copies of such documents or records required to be retained under Article 6 as the Lessor requires:

- 6.2.1 Within 15 days of such request in the case of documents or records of the Lessee; or
- 6.2.2 within 30 days of such request in the case of documents or records of any other Person.

#### **Lessee to Deliver Audited Financial Statements**

6.3 The Lessee shall deliver to the Lessor:

- 6.3.1 An irrevocable consent in favour of the Lessor allowing the Lessor to disclose the Lessee's financial statements to any member of the Band; and
- 6.3.2 Copies of the Lessee's annual financial statements.

## **ASSIGNMENTS, SUB-LEASES & MORTGAGES**

### **7.**

#### **Assignments**

7.1 The Lessee will not assign the whole or any part of its interest in this Lease and no assignment is valid as against the Lessor without the express prior written consent of the Lessor.

#### **Sub-leases**

7.2 A sub-lease is not valid unless:

- 7.2.1 it ends before the last day of the Term;
- 7.2.2 it expressly terminates upon the early termination of this Lease;
- 7.2.3 is expressly subject and subordinate to this Lease and to the rights of the Lessor under this Lease;
- 7.2.4 it is consistent with the terms of this Lease and will not cause the Lessee to breach a term of this Lease;
- 7.2.5 it includes, as a Schedule, a Sub-lease Consent Agreement, in substantially the form set out in Schedule "C" to this Lease, signed on behalf of Her Majesty and by the Sub-Lessee;
- 7.2.6 it is registered in the Registry;

- 7.2.7 it expressly provides and requires the Sub-Lessee to comply with any mitigation measures identified pursuant to an environmental assessment conducted pursuant to this Article;
- 7.2.8 It shall specify the Project that the Sub-Lessee intends to use the subleased portion for;
- 7.2.9 it includes a term expressly requiring that:
- (i)a the Sub-Lessee will in no way use the subleased portion of the Premises for a Project until the Sub-Lessee, at its own expense, has obtained consent from the Lessor to proceed with such Project; and
  - (i)b before starting a Future Project, the Sub-Lessee shall, at its own expense, obtain the consent of the Lessor.
  - (i)c It expressly provides that if a Land Code comes into effect over the Lands that the Sub-Lessee will in no way be relieved of complying with any mitigation measure identified pursuant to this Article.

### **Consent Limited**

7.3 The Lessor's consent to a sub-lease or consent to a Future Project shall not be construed as consent to any other Future Project or further sub-lease.

### **Lessor's Consent to Sub-Lease**

7.4 A sub-lease will not be valid and a Future Project will not be allowed to proceed without the prior written consent of the Lessor, which consent will:

- 7.4.1 for consents to sub-leases:
- (a)a be at the sole discretion of the Lessor; and
  - (a)b be by way of agreement in substantially the form set out in Appendix "C."
- 7.4.2 for consents to Future Projects be at the sole discretion of the Lessor.

### **Requirements to Obtain Consent**

7.5 Without limiting the Lessor's discretion under Section 7.4, the Lessor shall withhold its consent to a sub-lease or a Future Project, if, in the Lessor's opinion:

- 7.5.1 the proposed use is not consistent with the Approved Uses; or
- 7.5.2 the proposed mitigation measures are inadequate.

### **Environmental Assessment Process**

7.6 Before seeking the Lessor's consent under Section 7.4, the Lessee will, at its own expense:

- 7.6.1 consult with the Lessor to determine the scope of the environmental assessment to be conducted;

- 7.6.2 ensure that an environmental assessment is conducted and a report made of any Project proposed to be undertaken under a sub-lease or of any Future Project; and
- 7.6.3 deliver to the Lessor the environmental assessment report of the environmental assessment referred to in paragraph 7.6.1.

7.7 If the Lessor is not satisfied, for whatever reason, with the environmental assessment report referred to in Section 7.6:

- 7.7.1 the Lessor will identify in the reasons why the Lessor is not satisfied with report; and
- 7.7.2 the Lessee will ensure that each reason why the Lessor is not satisfied with the report is addressed to the satisfaction of the Lessor in a revised report to be submitted to the Lessor.

7.8 The environmental assessment conducted under this Article will be equivalent to an environmental assessment under CEAA as if the Minister were the “responsible authority,” as that term is defined under CEAA, for the purposes of any Project proposed to be undertaken under a sub-lease or of any Future Project.

7.9 Without limiting the generality of the environmental assessment, the Lessor, at its sole discretion, may require that the environmental assessment conducted under this Article include:

- 7.9.1 the Current Regulatory Regime;
- 7.9.2 the Off-Reserve Regulatory Regime;
- 7.9.3 the Regulatory Gap; and
- 7.9.4 the Regulatory Remediation Measures.

7.10 Notwithstanding Section 7.9 and without limiting the generality of this Article, the Lessor is entitled to make such independent determinations of what constitutes the Regulatory Gap or what Regulatory Remediation Measures are necessary.

### **Determination of the Current Regulatory Regime and the Off-Reserve Regulatory Regime**

7.11 Without limiting the generality of the environmental assessment, for the purposes of assessing the level of environmental protection offered by the Current Regulatory Regime and the Off-Reserve Regulatory Regime referred to in Section 7.9, the environmental assessment may include comparisons of:

- 7.11.1 the enforcement measures and options available to ensure compliance with the Current Regulatory Regime and the enforcement measures and options that could have been available to ensure compliance with the Off-Reserve Regulatory Regime if the project had been located off-reserve;
- 7.11.2 the laws, regulations, guidelines and other regulatory instruments that constitute the Current Regulatory Regime and the laws, regulations, guidelines and other regulatory instruments that constitute the Off-Reserve Regulatory Scheme;

- 7.11.3 the administrative capacity of the agencies or organizations tasked with enforcing the Current Regulatory Regimes and Off-Reserve Regulatory Regime; and
- 7.11.4 any other consideration that is relevant to the determination of the level of environmental protection offered by the Current Regulatory Regime or the Off-Reserve Regulatory Regime.

### **Mitigation Measures**

- 7.12 The mitigation measures may include, without limiting their generality;
- 7.12.1 such remediation work as is determined to be required;
  - 7.12.2 incorporation, by reference or otherwise, into the sub-lease of such environmental regulations as are necessary;
  - 7.12.3 compliance with the Regulatory Remediation Measures;
  - 7.12.4 the provision by the prospective Sub-Lessee of such security as is necessary to ensure compliance with the mitigation measures; or
  - 7.12.5 any other measure that the Lessor deems to be necessary or advisable.

### **Lessee Obligated to Ensure Implementation of Mitigation Measures**

- 7.13 The Lessee will, at its own expense, ensure the implementation of:
- 7.13.1 all mitigation measures identified in the final environmental assessment report; and
  - 7.13.2 any Follow-up Program.

### **Lessor Not Liable for Refusal to Approve Sub-Lease**

7.14 If the Lessor decides to withhold its consent under Section 7.4, then the Lessor is in no way responsible to the Lessee or Sub-Lessee for the inability of the Sub-Lessee to use the Premises as anticipated, or otherwise, or for the inability of the Lessee to sub-lease to the Sub-Lessee, or otherwise. The Lessee releases the Lessor from any such liability.

7.15 Without limiting the generality of Section 7.14, the Lessor is not responsible or liable for any costs incurred by any prospective Sub-Lessee, Sub-Lessee or the Lessee in respect to any expense incurred by prospective Sub-Lessee, Sub-Lessee or the Lessee in contemplation of obtaining the Lessor's consent to a sub-lease or a Future Project whether or not such a consent is obtained.

7.16 Without limiting the generality of Sections 7.14 and 7.15, the Lessor is not responsible for any costs incurred with respect to the environmental assessment required pursuant to this Article.



## **Responsibility of the Lessee to Ensure Sub-Lessee's Compliance with Environmental Regulations**

7.17 The Lessee shall have the sole responsibility for ensuring that any Sub-Lessee complies with any environmental regulations and sub-lease terms.

7.18 The Lessee shall indemnify the Lessor for any liability accruing to the Lessor with respect to any liability incurred by the Lessor for any liability incurred by the Lessor by reason, howsoever caused, of environmental contamination.

## **Class Environmental Assessments**

7.19 The Lessee may, instead of conducting an environmental assessment pursuant to Section 7.6.2, conduct a class environmental assessment that provides for a generic assessment of all projects within the same class and prepare a report of said class environmental assessment.

7.20 On the request of the Lessee, the Lessor may declare that a report mentioned in Section 7.19 to be a class environmental assessment report for projects of the same class

7.21 The report referred to in Subsection 7.20 shall:

- 7.21.1 define the class of projects to which it applies;
- 7.21.2 define the geographic area to which it applies;
- 7.21.3 include, mutates mutandis, an evaluation of all the terms and considerations that a environmental assessment made pursuant to section 7.6.2 would have included for an individual Project or Future Project of that class;

7.22 If a Project or Future Project is within a class of projects for which a declaration has been made in accordance with Section 7.20, the Lessee may use the class environmental assessment report for the purposes of complying with Subsection 7.6.2.

## **No Relief of Obligations**

7.23 A disposition of any of the Lessee's interest in this Lease will not relieve or discharge the Lessee from any of its obligations or liabilities under this Lease.

## **CONSENT AND REGISTRATION**

### **8.**

#### **Provide Copies**

8.1 The Lessee shall:

- 8.1.1 register in the Registry an originally executed copy of every document referred to in Article 7 to which the Lessor is required to consent, along with a copy of the consent; and
- 8.1.2 Provide the Lessor with two (2) copies of every document referred to in Article 7 to which the Lessor is required to consent, along with a copy of the consent.

**Consent No Assurance**

8.2 Neither the Lessor's consent to any disposition of the leasehold nor anything contained in this Lease will constitute any assurance to anyone that:

- 8.2.1 the instrument being consented to will be registered in the Registry, and the consent will not relieve the Lessee from the obligation to provide the form of document required for registration;
- 8.2.2 this Lease or any assignment, sub-lease, Mortgage, or other disposition of the leasehold can or may be registered in the provincial land title or land registry office.

## **COMPLIANCE WITH LAWS**

### **9.**

#### **General Requirement**

9.1 The Lessee will at its expense observe, perform, and comply with all applicable Laws concerning this Lease, the Premises, or any activity on the Premises.

#### **Notice**

9.2 Without relieving or modifying the obligation of the Lessee to comply with Section 9.1, if any notice is given from any Authority lawfully requiring the execution of works or the commencement or cessation of any activity at the Premises, then the Lessee will, upon receiving the notice, expeditiously forward a copy of it to the Lessor. The Lessee will expeditiously, upon completion of the works or the commencement or cessation of any activity at the Premises required by the notice, provide evidence satisfactory to the Lessor of compliance with the terms of the notice, including any certificates of inspection issued by the Authority.

#### **Contesting the Validity**

9.3 Without relieving or modifying the obligation of the Lessee to comply with Section 9.1, the Lessee may at its expense, contest or appeal the validity of the requirement of the Authority, provided that the Lessee expeditiously commences any proceedings to contest or appeal the validity and continues the proceedings with all due diligence.

#### **Authorization to Receive Information**

9.4 On notice from the Lessor, the Lessee will immediately deliver to the Lessor, and the Authority, or both, written authorization for the Lessor to receive any information from the Authority about the Lessee's compliance with any applicable Laws, including the payment of any applicable taxes, trade licences, rates, levies, duties, or assessments of any kind.

## **TAXES**

### **10.**

#### **General Requirement**

10.1 Without limiting the generality of Article 9, 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 imposed by any Authority, whether in respect of:

- 10.1.1 the Premises, fixtures, machinery, or equipment;
- 10.1.2 sales, transactions, or business relating to the Premises; or
- 10.1.3 occupation of the Premises by any Person.

## **Contesting the Validity**

10.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 10.1, 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 expeditiously commences any proceedings to contest or appeal the validity or amount and continues the proceedings with all due diligence.

## **Provision of Documents**

10.3 The Lessee will provide the Lessor with official receipts of the Authority or other proof satisfactory to the Lessor evidencing payment of any taxes, trade licences, rates, levies, duties, or assessments.

## **UTILITIES**

### **11.**

### **Lessee's Responsibility to Provide**

11.1 The Lessee will provide and maintain, at its expense, all services and facilities required from time to time for the use of the Premises, including water, gas, telephone, light, power, heat, air-conditioning, and sewage and garbage disposal services and facilities.

### **Interruption Not a Disturbance**

11.2 The interruption of any service or facility provided to the Premises will not:

- 11.2.1 be a disturbance of the Lessee's enjoyment of the Premises;
- 11.2.2 render the Lessor liable for any loss, injury, or damages to the Lessee; or
- 11.2.3 relieve the Parties from their obligations under this Lease.

## **ENVIRONMENT**

### **12.**

### **Contaminants**

12.1 The Lessee will not use the Premises to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, Spill, or process any Contaminants, except:

- 12.1.1 as may be reasonably required for the Approved Uses, provided however that in no circumstances shall the level of Contaminants in, on, above or under the Premises exceed the level of contaminants specified in the CCME Guidelines; and
- 12.1.2 in strict compliance with Environmental Laws.

## Removal of Contaminants

12.2 Without limiting Section 12.3, if requested by the Lessor or any Authority, the Lessee will:

- 12.2.1 at its own expense, promptly remove from the Premises any Contaminants that are, or have been, located, stored, or incorporated in, on, or under the Premises such that the level of contaminants on the Premise does not exceed a level specified by the Lessor; and
- 12.2.2 upon the removal, will immediately provide the Lessor with documentation satisfactory to the Lessor confirming the completion of the removal satisfactory to the Lessor and any Authority.

12.3 Prior to the end of the Term, the Lessee will, at its own expense, remove from the Premises any Contaminants that are, or have been, located, stored, or incorporated in, on, or under the Premises.

## Report of Spill

12.4 Upon the Spill of any Contaminants, or discovery of a Spill of any Contaminants, by the Lessee in, on, above, or under the Premises, the Lessee will:

- 12.4.1 immediately deliver written notice to the Lessor and any appropriate Authority of the occurrence of the Spill and details relating to the Spill, including, the time and extent of the Spill, the estimated amount of Contaminants involved, the remedial action taken prior to the delivery of the notice, the remedial action that the Lessee intends to take in order to contain or rectify the Spill, and any Persons observed who appeared to have caused or who were in the vicinity of the Spill;
- 12.4.2 at its own expense, immediately take all remedial action necessary to fully rectify the effects of the Spill in compliance with all Environmental Laws;
- 12.4.3 provide the Lessor with an independently-prepared report, satisfactory to the Lessor, of the Lessee's activities under sub-section 12.4.2 and the state of the Premises after such activities compared with the state of the Premises prior to the Spill; and
- 12.4.4 do such further activities as the Lessor may reasonably require, based on the report referred to in paragraph 12.4.3, to rectify the effects of the Spill.

## Increased Risks

12.5 The Lessee will not carry out, or permit or suffer to be carried out, any operations or activities or construct any Alterations or Improvements that materially increase the risk of liability to the Lessor (whether direct or indirect) as a result of the application of Environmental Laws (as determined by the Lessor acting reasonably).

## Title to Contaminants

12.6 Notwithstanding any rule of law to the contrary, any Contaminants that are located, stored, Spilled, or incorporated in, on, or under the Premises remain the sole and exclusive property of the Lessee and will not become the property of the Lessor, regardless of any degree of affixation of the Contaminants to the Premises.

## Audit and Environmental Site Assessment

12.7 The parties acknowledge that:

- 12.7.1 Henvey Inlet First Nation had an independent consultant undertake an environmental site assessment, a report of which assessed the environmental condition of the Premises immediately prior to the Commencement Date; the report is \_\_\_\_\_.
- 12.7.2 The Henvey Inlet First Nation delivered a copy of the report to the Lessor prior to the Commencement Date.

12.8 Within 8 months before the expiration of this Lease, or within 120 days after the earlier termination of this Lease, the Lessee will undertake, at the Lessee's own expense, and provide to the Lessor, an environmental site assessment report conducted by an independent consultant designated or approved by the Lessor.

12.9 In preparing the reports referred to in Sections 12.7 and 12.8 the environmental consultant was, or will be, as the case may be, required to review the site history and inspect the Premises to identify portions of the Premises with indicators of contamination and to conduct appropriate testing to assess suspect soil and, if practical, water. In identifying such portions of the Premises, the consultant relied, or will rely, as the case may be, at least on historical information and instances of visually apparent unusual soil, water, or vegetation conditions.

12.10 The reports referred to in Sections 12.7 and 12.8 will be prima facie evidence between the Parties of the respective environmental condition of the Premises immediately prior to the Commencement Date and at the termination of this Lease.

12.11 At the expiration or earlier termination of this Lease, the Lessee will remediate the Premises to the environmental condition of the Premises identified in the report referred to in subsection 12.7, or such other environmental condition as the Lessor and Lessee may agree.

## Representations and Warranties of the Lessee

12.12 The Lessee represents and warrants to the Lessor, and acknowledges that the Lessor is specifically relying on such representations and warranties, that:

- 12.12.1 neither the Lessee nor any affiliated company of the Lessee, other company controlled by the same general partner having control of the Lessee or the limited partners of the Lessee, or any directors of the general partner of the Lessee has ever been prosecuted or convicted of any offences under any Environmental Laws;

12.12.2 neither the Lessee nor any affiliated company of the Lessee or other company controlled by the same shareholders having control of the Lessee has ever been the recipient of any tickets, notices of non-compliance, orders, or administrative penalties under any Environmental Laws; and

12.12.3 the conduct of the Lessee's operations does not involve storing or Spilling any Contaminants except as provided for in Section 12.1.

### **Additional Termination Rights**

12.13 Without limiting Article 22, if:

12.13.1 the Lessor becomes aware of a breach of any Environmental Law with respect to the Premises, or the presence of any Contaminants in, on, above, or under the Premises, that raises a material risk of liability to the Lessor, as determined by the Lessor, then the Lessor may deem the Lessee to be in default under this lease.; or

12.13.2 any Environmental Laws are amended or created in a manner that materially increases the probability or extent of the Lessor's liability with respect to the Lessee's use of the Premises under any Environmental Laws then the Lessor may terminate this lease on 30 days written notice.

**Survival of Article**

12.14 This article survives the expiration or earlier termination of this Lease.

**13. NUISANCE, WASTE & RUBBISH**

**13.**

**Nuisance**

13.1 The Lessee will not cause any nuisance at the Premises.

**Waste**

13.2 Except as required by the construction of the Improvements, the Lessee will not cause the commission of any waste of the Premises.

**Rubbish**

13.3 Without limiting Section 13.1, the Lessee will not cause any rubbish or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the uses permitted by this Lease or as otherwise permitted in writing by the Lessor.

**14. IMPROVEMENTS AND ALTERATIONS**

**14.**

**Construction**

14.1 The Lessee will not make any Improvements or Alterations without first obtaining the required permits or approvals referred to in Section 14.2.

**Obtain Permits and Approvals**

14.2 The Lessee will apply to the appropriate Authority and obtain any required permits or approvals necessary to make any Improvements or Alterations.

**Provide Development Plan**

14.3 The Lessee will provide a Development Plan for any Improvements or Alterations for the Lessor's consent, which consent will not be unreasonably withheld.

**Approval Process for Development Plan**

14.4 The Lessor will review the Development Plan to determine if the Improvements or Alterations meet the requirements of the Lease. The Lessor will notify the Lessee if the Lessor requires any amendments or revisions to the Development Plan submitted. The Lessee will then amend or revise the Development Plan and re-submit it to the Lessor for further review under this section. Consent of the Lessor does not relieve the Lessee of any other obligations, covenants, or agreements under this Lease.

**Construction to Comply With Permits, Approvals, and Consent**

14.5 Upon receipt of the required permits and approvals and the Lessor's consent to a Development Plan, the



Lessee will make the Improvements or Alterations expeditiously and in a proper and workmanlike manner in accordance with the Development Plan, the materials provided to any Authority under Section 14.2 and upon which any permits or approvals are based, and Article 16.

### **Lessor Not Responsible**

14.6 Consent or absence of consent by the Lessor to a Development Plan will not in any way be an assumption of responsibility by the Lessor for the Development Plan or any work completed in accordance with the Development Plan.

### **Occupancy**

14.7 The Improvements may not be occupied by any Person until Substantial Completion.

### **Additional Documents**

14.8 Upon completion of construction of any Improvements and if requested by the Lessor, the Lessee will expeditiously provide the Lessor with:

14.8.1 reproducible, as-built drawings certified correct by an Architect or Engineer; and

14.8.2 operation and maintenance manuals.

### **Signs**

14.9 The Lessee will not affix or exhibit, or permit or suffer the affixation or exhibition, upon the Premises any billboard or other similar advertising device except with the prior written consent of the Lessor, which consent will not be unreasonably withheld.

14.10 [Deleted.]

14.11 [Deleted.]

14.12 [Deleted]

14.13 [Deleted.]

## **MAINTENANCE**

### **15.**

#### **Lessee to maintain Premises**

15.1 The Lessee will, at its expense, maintain the Premises in a good and tenable condition in every respect as would a careful owner in occupation.

## **CONSTRUCTION REQUIREMENTS**

### **16.**

#### **General Requirement**

16.1 Without limiting Article 9, all Improvements or Alterations will be made to the highest standard and quality of any industry or construction standards in force, whether or not that standard is applicable on reserve or not, for the respective type of Improvements, as those standards may be amended or replaced from time to time, and, in the case of Alterations, also at least as high as those of any Premises that are subject to the Alterations.

16.2 Without in any way relieving the Lessee from any other obligation under this Lease, if making any Improvements or Alterations involves a cost in excess of \$50,000, then, before making the Improvements or Alterations, the Lessee will provide the Lessor with:

- 16.2.1 a performance bond, letter of credit, or similar security acceptable to the Lessor (as evidenced in writing) in an amount at least equal to the estimated cost of the work without equivocation; and
- 16.2.2 a labour and material bond, letter of credit, or other similar security acceptable to the Lessor (as evidenced in writing) for the payment of all labour and material in connection with the Improvement or Alterations.

The security provided under this Section will be in forms satisfactory to the Lessor with sureties, if required, approved by the Lessor.

16.3 [Deleted.]

## **REPLACEMENT ON DESTRUCTION**

### **1.**

#### **Rent will not Abate**

1.1 The destruction, in whole or in part, of the Improvements by any means will not cause this Lease to terminate or entitle the Lessee to surrender possession or demand any abatement or reduction of the Rent.

#### **Lessee's Obligations When Improvements Partially Destroyed**

1.2 In the event of damage to or partial destruction of the Improvements, or any part of the Improvements, the Lessee will, at its own expense, repair, replace, or restore any part of the Improvements so damaged or destroyed, within a reasonable time of the damage or partial destruction.

#### **Lessee's Obligations When Improvements Substantially Destroyed**

1.3 In the event of complete destruction or substantially complete destruction of the Improvements, or any part of the Improvements, the Lessee will, at its own expense, reconstruct or replace the Improvements with structures comparable to those being reconstructed or replaced, within a reasonable time of the destruction.

#### **Lessee To Give Lessor Notice of Damage or Destruction**

1.4 The Lessee will give the Lessor prompt notice of any damage to or partial destruction, substantially complete destruction or complete destruction of the Improvements or any part of the Improvements.

## **REMOVAL OF IMPROVEMENTS AND TRADE FIXTURES**

### **2.**

#### **Removal of Trade Fixtures**

2.1 The Lessee may, at its expense, remove all of its Trade Fixtures, and may permit Sub-lessees to remove all of their Trade Fixtures, from the Premises:

- 2.1.1 at any time during the Term, if the Lessee is not in default under the Lease; or
- 2.1.2 within 30 days after the expiration or earlier termination of this Lease.

## **No Removal of Improvements**

2.2 The Lessee will not remove any of the Improvements from the Premises without the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld, and, except as provided by Section 18.3, the Improvements will be the property of the Lessor at the expiration or earlier termination of the Lease.

## **Removal of Improvements or Trade Fixtures on Notice**

2.3 After the expiration or earlier termination of this Lease, the Lessee will, at its expense, expeditiously remove from the Premises any or all of the Improvements, Trade Fixtures, or any moveable goods as the Lessor requires to be removed and leave the remainder of the Premises in good and substantial repair and condition and free from all debris to the reasonable satisfaction of the Lessor. The notice from the Lessor may be given up to 90 days after the expiration or earlier termination of the Lease.

## **Lessee Must Fix any Damage Arising From Removal**

2.4 The Lessee will, at its expense, make good all damage caused to the Premises by the removal of any Improvements, Trade Fixtures, or movable goods and leave the remainder of the Premises in good and substantial repair and condition and free from all debris to the reasonable satisfaction of the Lessor.

## **Lessor May Remove**

2.5 If the Improvements, Trade Fixtures, or moveable goods that were requested to be removed by the Lessor under Section 18.3 are not removed from the Premises, then the Lessor may remove them and dispose of them in the Lessor's absolute discretion. The Lessee will, upon notice from the Lessor, expeditiously pay to the Lessor all of the Lessor's costs and expenses incurred in the removal and disposal of such Trade Fixtures and Improvements and in making good all damage caused to the Premises by any removal. The Lessor will not be responsible to the Lessee or any Sub-lessees for any loss suffered by any of them as a result of the removal or the disposal of the Improvements, Trade Fixtures, or any moveable goods.

## **Lessee not in Possession**

2.6 The Lessee will not be construed as being in possession of the Premises solely by its exercise of rights under this article.

## **Survival of Article**

2.7 This article survives the expiration or earlier termination of this Lease.

# **INSURANCE**

## **3.**

### **Liability & Property Insurance**

3.1 The Lessee will maintain, at its expense, throughout the entire Term and any other period it may be in possession of the Premises with one or more companies satisfactory to the Lessor:

- 3.1.1 comprehensive general liability insurance, written in the name of the Lessee and the Lessor as named insureds, to keep each of the Lessor and Lessee, as their interests may appear, insured against claims for personal injury, death or property damage or loss occurring at or about the

Premises in an amount of not less than \$ five (5) million for any one occurrence or to such other reasonable amount as the Lessor may notify the Lessee in writing from time to time;

- 3.1.2 property insurance, written in the name of the Lessee and the Lessor as named insureds, with loss payable to the insureds and any Mortgagee as their respective interests appear, insuring the Improvements for 100% of their full replacement cost against loss or damage by fire and other perils (including the hazards of lightning, flood, earthquake, explosion, wind storm, cyclone, tornado, hail, riot, civil commotion, malicious damage, aircraft, smoke, vehicle damage, and rupture or leak of pressure vessels and ancillary equipment and systems) under supplementary coverage obtained by prudent owners to the extent such perils, or any of them, can be obtained; and
- 3.1.3 any other insurance that may be reasonably required by the Lessor and that a good and prudent owner of the Premises would obtain.

### **Insurance Provisions**

3.2 Every insurance policy required under this Lease must:

- 3.2.1 contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving the Lessor at least 30 days prior written notice; and
- 3.2.2 contain a clause to the effect that any release from liability entered into by the Lessee prior to any loss will not affect the right of the Lessee or Lessor to recover.

3.3 If any insurance policy contains a co-insurance provision, then:

- 3.3.1 the Lessee will at all times maintain sufficient insurance to prevent the Lessor and the Lessee from being co-insurers and permit full recovery from the insurer; and
- 3.3.2 the insurance will contain a waiver of subrogation so that the insurance will protect the Lessor and the Lessee as if they were fully insured under separate policies.

3.4 The Lessee will not do anything, or permit or suffer anything to be done, at the Premises that might cause any insurance policy required by this Lease to be invalidated or cancelled.

3.5 The Lessee will deliver certificates of the insurance evidencing every insurance policy that is required by this Lease to the Lessor immediately after the insurance is effected and will deliver a certificate of renewal or other evidence satisfactory to the Lessor that the insurance has been renewed or replaced to the Lessor at least ten days before the expiry of any insurance policy in force.

3.6 The Lessee will, upon written request from the Lessor, deliver a certified copy of every insurance policy requested by the Lessor.

**Release from Liability**

3.7 The Lessee releases the Lessor from all liability for loss (including economic loss), damage or injury (including any loss, damage, or injury that may arise out of the negligence or omission of the Lessor or the Lessor's officials, employees, servants, agents, contractors, and subcontractors) caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure.

**Payment of Loss Under Insurance**

3.8 Notwithstanding the terms of the policy or policies, insurance moneys payable under any or all of the policies of insurance referred to in this Lease will be:

- 3.8.1 paid to the order of the Trustee; and
- 3.8.2 used by the Trustee for the repair, restoration, reconstruction, or replacement (as set out in article 17) of the loss or damage in respect of which such insurance moneys are payable hereunder against certificates of the Architect engaged by the Lessee or such other person as the Lessor and the Lessee may agree upon who is in charge of such repair, restoration, reconstruction, or replacement.

**Lessor's Right to Repair and Receive the Insurance Proceeds**

3.9 If the Lessee fails to effect, without unreasonable delay, the repair, restoration, reconstruction, or replacement (as set out in Article 17) of the loss or damage in respect of which the insurance moneys are payable, then:

- 3.9.1 The Lessor will be entitled to effect such repair, restoration, reconstruction, or replacement.
- 3.9.2 The Trustee will pay, or cause to be paid, to the Lessor insurance moneys in the same manner as the Trustee would have paid them under subsection 19.8.2 had the Lessee effected such repair, restoration, reconstruction, or replacement.

### **Insurance May be Maintained by Lessor**

3.10 If the Lessee does not insure or keep insured the Improvements as required by this Lease, then the Lessor, although not obliged to do so, may obtain and maintain such insurance in such amount with such deductible amounts and for such period as the Lessor deems advisable. The Lessee will pay to the Lessor as Additional Rent within 30 days after receipt of any invoice from the Lessor such amounts as the Lessor has expended for such insurance.

## **INSOLVENCY**

### **4.**

4.1 If the Lessee becomes insolvent, bankrupt, makes an assignment for the benefit of creditors, or, if it is a corporation, proceedings are begun to wind it up or a receiver, receiver-manager or trustee has been appointed then the Lessor may declare the Term ended.

## **CHANGE IN CONTROL OF LESSEE**

### **5.**

5.1 If a person, a corporation or any other entity who is not a Qualified HIFN Entity becomes a general or limited partner of the Lessee without the Lessor's prior written consent, then the Lessor may within 60 days of becoming aware of such and deem this change /occurrence, to be a default under this lease.

5.2 The Lessee shall notify in writing the lessor if any person, corporation or other entity other than a Qualified HIFN Entity becomes a general or limited partner of the Lessee.

## **DEFAULT & REMEDIES**

### **6.**

#### **Default**

6.1 If the Lessee:

- 6.1.1 fails to pay any Rent or any other sum required to be paid by the Lessee when due under this Lease;
- 6.1.2 fails to perform or observe any other condition of this Lease; or
- 6.1.3 is otherwise in default hereunder,

then the Lessor may give the Lessee notice of the default.

#### **Termination**

6.2 If the Lessor gives the Lessee notice of default under this article and the default is mentioned in subsection 22.1.1, then the Lessor may, by notice to the Lessee and subject to Sections 22.6 and 22.7, declare the Term ended.

6.3 If the Lessor gives the Lessee notice of default under this article, and the default is reasonably capable of being cured within 30 days after the notice is delivered but the default is not cured within that time, then the Lessor may, by notice to the Lessee and subject to Sections 22.6 and 22.7, declare the Term ended.

6.4 If the Lessor gives the Lessee notice of default under this article and the default is not reasonably capable of being cured within 30 days after the notice is delivered, and the Lessee fails to:

- 6.4.1 commence to cure the default promptly upon delivery of the notice; or
- 6.4.2 proceed to cure the default with all due diligence to completion; or
- 6.4.3 both subsections 22.4.1 and 22.4.2,

then the Lessor may, by notice to the Lessee and subject to Sections 22.6 and 22.7, declare the Term ended.

6.5 [Deleted]

### **Curing of Default**

6.6 Any curing of a default by a Person other than the Lessee will be construed as a curing of that default by the Lessee.

### **End of Lease**

6.7 If the Lessor declares the Term ended, then, except as otherwise expressly provided in this Lease, this Lease and everything contained in it and the estate and Term will terminate without re-entry or any other act or legal proceedings and the Lessor may re-enter the Premises and possess and enjoy them as if the Lease had not been made. Notwithstanding a declaration by the Lessor that the Term has ended, the Lessor will be entitled to recover from the Lessee:

- 6.7.1 the Rent then accrued or accruing;
- 6.7.2 any outstanding amounts, costs, damages (including solicitor and own client costs), as well as all prospective losses and damages, arising from the unexpired portion of the Term (had the Lease not ended) based on a present recovery for unpaid future rent, and for any other consequential loss, including losses incurred by or accruing to the Lessor arising from the Lessee's failure to carry on business; and
- 6.7.3 any other amounts allowed by law,

and enforce any right of action against the Lessee in respect of any antecedent breach of any of the Lessee's obligations, covenants, or agreements, including a right of action under any provisions that survive the expiration or earlier termination of this Lease.



## **Right to Cure**

6.8 If the Lessor gives the Lessee notice of a default under this article and the default is not cured within the times permitted under Sections 22.2 to 22.5, then the Lessor, without relieving the Lessee of its obligations under this Lease and without limiting any other right of the Lessor, may 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. All of the Lessor's costs and expenses of such performance will be Additional Rent. This Section survives the expiration or earlier termination of this Lease.

## **Access to Inspect and Perform**

6.9 The Lessee will provide the Lessor and the Lessor's officials, employees, servants, agents, contractors and subcontractors convenient access by any means to the Premises at all reasonable times for the purposes of:

- 6.9.1 viewing the Premises;
- 6.9.2 conducting an environmental site assessment, or environmental review process or any test or investigation that the Lessor considers necessary to determine that the Lessee's obligations, covenants, and agreements are being duly met;
- 6.9.3 determining the extent of any contamination of the Premises due to the presence of any Contaminants in, on, or under the Premises; and
- 6.9.4 performing any of the Lessee's obligations, covenants, and agreements on the Lessee's behalf as provided for in this Lease.

This right of entry requires reasonable notice to the Lessee, except in the case of an emergency, when no notice is required. The costs and expenses of the Lessor under this Section are Additional Rent.

## **Remedies Cumulative**

6.10 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 or otherwise allowed by law. All rights and remedies of the Lessor may be exercised concurrently.

## **SURRENDER OF POSSESSION**

### **7.**

7.1 When the Term expires or otherwise ends, the Lessee will peaceably surrender to the Lessor the Premises in the condition they were required to be kept under the Lease.

## **HOLDING OVER**

### **8.**

8.1 If the Lessee holds over, then, notwithstanding any payment of Rent to the Lessor, the new tenancy thereby created will be a tenancy from month to month, not a tenancy from year to year, at a monthly rent of 200% of the Rent paid for the entire Term, and will be subject to the obligations, covenants, and agreements contained in this Lease so far as the same are applicable to a tenancy from month to month.

## **INDEMNITY**

### **9.**

9.1 The Lessee indemnifies and saves harmless the Lessor and the Lessor's officials, employees, servants, agents, contractors, and subcontractors against and from all:

- 9.1.1 claims, demands, actions, suits, or other proceedings;
- 9.1.2 judgments, liens, penalties, fines, or damages;
- 9.1.3 costs (including solicitor-client costs, consultant fees, or expert fees, costs incurred in connection with any investigation of the environmental condition of the Premises, or any clean-up, remedial, removal, or restoration work required by any Authority, or under this Lease, during or after the Term), liabilities, or losses (including economic losses or any diminution in the fair market value of the Premises, based on the highest and best use of the Premises as opposed to the uses permitted by this Lease); and
- 9.1.4 sums paid in settlement of any matter,

howsoever arising out of or related to:

- 9.1.5 a breach of any obligation, covenant, or agreement of the Lessee in this Lease;
- 9.1.6 any decision by the Lessor under Article 7;
- 9.1.7 personal injury, death, or property damage or loss arising from, or related to, any act or omission of the Lessee or its directors, officers, servants, employees, contractors and sub-contractors, agents, invitees, licensees, or any other Person over whom the Lessee may reasonably be expected to exercise control or is in law responsible;
- 9.1.8 the presence or suspected presence (unless the presence or suspected presence is solely attributable to the negligence or willful misconduct of the Lessor or the Lessor's officials, employees, or

servants or previous lessees of the Premises) of Contaminants in, on, or under the Premises or in the soil, groundwater, or surface water in, on, under, or near the Premises as a result of the actions or omissions of the Lessee or its directors, officers, servants, employees, contractors and sub-contractors, agents, invitees, licensees, and all other Persons over whom the Lessee may reasonably be expected to exercise control or is in law responsible; or

- 9.1.9 the Spill of any Contaminants in, on, or under the Premises by or at the direction of the Lessee or its directors, officers, servants, employees, contractors and sub-contractors, agents, invitees, licensees, or any other Person over whom the Lessee may reasonably be expected to exercise control or is in law responsible.

### **Survival of Article**

9.2 This article survives the expiration or earlier termination of this Lease.

## **ENTIRE AGREEMENT**

### **10.**

10.1 This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, and representations. The Lessor, the Lessor's officials, employees, servants, agents, contractors or subcontractors, the Band, the Band Council, or any member of the Band have not made any representations or warranties with respect to:

- 10.1.1 the condition of the Premises;
- 10.1.2 compliance of the Premises with any Laws; or
- 10.1.3 the presence of Contaminants in, on, or under the Premises.

The Lessee has not relied on any such Person in this regard.

## **DELIVERY**

### **11.**

#### **General Requirement**

11.1 All notices or demands to be given or made under this Lease must be in writing.

11.2 All notices or demands to be given or made under this Lease and all Rent to be paid must be delivered in accordance with this article to the following addresses:

- 11.2.1 To the Lessor:
- Director, Lands and Trust Services
- Indian and Northern Affairs Canada
- Fax:
- 11.2.2 To the Lessee at:

Bekanon Limited Partnership

Bekanon Lease Management Corporation, General Partner  
General Delivery  
Pickerel, Ontario  
P0G 1J0

## **Delivery**

11.3 If any question arises as to the date on which payment, notice, or demand was made, it will be deemed to have been delivered:

- 11.3.1 if sent by fax, the day of transmission if transmitted before 3:00 p.m., E.S.T. time, otherwise, the next business day;
- 11.3.2 if sent by mail, on the sixth day after the notice was mailed; or
- 11.3.3 if sent by any means other than fax or mail, the day it was received.

11.4 If the postal service is interrupted or threatened to be interrupted, then any payment, notice, or demand will only be sent by means other than mail.

## **Change of Contact Information**

11.5 Any party may change its contact information shown in this Lease by informing the respective party of the new contact information, and the change will take effect 30 days after the notice is delivered.

## **DISPUTE RESOLUTION**

### **12.**

12.1 Any dispute between the Parties may be settled by referral, in the first instance, to the Federal Court and, in such circumstance, or where this Lease provides that a question may or will be referred to the Federal Court for determination, the decision of the Federal Court is considered final and binding upon the Parties.

12.2 If the Federal Court refuses jurisdiction or otherwise fails to determine the question or dispute, then the question or dispute may be referred by either Party to any other court of competent jurisdiction and the Parties may exercise any other right or remedy they may have under this Lease or otherwise.

## **GENERAL PROVISIONS**

### **13.**

#### **Joint and Several Liability**

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

#### **All Terms are Covenants**

13.2 All agreements, terms, conditions, covenants, provisions, duties, and obligations to be performed or observed by the Lessee under this Lease will be deemed to be covenants.

#### **Net Lease**

13.3 This Lease is to be a completely carefree net lease for the Lessor 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 arising from or relating to the Premises, the use or occupancy of the Premises, or the business carried on at the Premises.

#### **Survival of Obligations**

13.4 If a provision of this Lease states that it survives the expiration or earlier termination of this Lease, then the survival of the provision is only to the extent required for the performance of any obligations pertaining to it, and the Lessee's access to, or entry upon, the Premises after the expiration or earlier termination of this Lease will only be at such times and upon such terms and conditions as the Lessor may from time to time specify in writing.

#### **Governing Law**

13.5 This Lease will be governed by and interpreted in accordance with the applicable laws of Canada and Ontario.

#### **No Modifications**

13.6 No modifications of the Lease are effective unless in writing and executed in the same manner as the Lease.

#### **Time is of the Essence**

13.7 Time is of the essence in this Lease.

#### **No Presumption**

13.8 No ambiguity in any of the terms of this Lease will be interpreted in favour of any Party.

#### **Severability**

13.9 If any part of this Lease is declared or held invalid for any reason, then 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.

#### **Binding on Successors**

13.10 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.

### **No Waiver**

13.11 No condoning, excusing, or overlooking by the Lessor of any default by the Lessee at any time in performing or observing any of the Lessee's obligations will operate as a waiver of, or otherwise affect the rights of, the Lessor in respect of any continuing or subsequent default. No waiver of these rights will be inferred from anything done or omitted by the Lessor, but only from an express waiver in writing.

### **No Assumption of Responsibility by Lessor**

13.12 No consent or absence of consent by the Lessor will in any way be an assumption of responsibility or liability by the Lessor for any matter subject to or requiring the Lessor's consent.

### **No Benefit to Members of House of Commons**

13.13 No member of the House of Commons will be admitted to any share or part of this Lease or to any benefit to arise from this Lease.

### **Not a Joint Venture**

13.14 Except as otherwise expressly provided, nothing in this Lease will be construed as creating a relationship of agency, partnership, joint venture, or other such association between the Parties other than the relationship of lessor and lessee.

### **Authority of Lessee**

13.15 The Lessee warrants and represents to the Lessor that the Lessee:

13.15.1 is a valid and subsisting Limited Partnership, duly formed, constituted and registered under the Ontario *Limited Partnerships Act*, R.S.O. 1990, Chap. L.16;

13.15.2 has the authority to enter into this Lease and to perform all of the obligations, covenants, and agreements contained in this Lease;

13.15.3 is a valid and subsisting Limited Partnership in good standing with respect to the filing of annual reports with the provincial corporate registry.

13.16 Without limiting Article 9, the Lessee will remain in good standing with respect to the filing of annual reports with the provincial corporate registry.

**IN WITNESS WHEREOF** the Parties have executed this Lease as of the date of execution by the Lessor.

**EXECUTED** in the presence of:

)  
) **HER MAJESTY IN RIGHT OF CANADA**, as  
) represented by the Minister of Indian Affairs and Northern  
) Development

\_\_\_\_\_ )  
 As to the signature of the Lessor's )  
 representative )  
 )  
 )  
 )  
 )

**EXECUTED** in the presence of: ) Bekanon Limited Partnership  
 )  
 )  
 \_\_\_\_\_ )  
 As to Bekanon Limited Partnership's ) (signature)  
 authorized signatory )  
 \_\_\_\_\_ ) (name of person signing)  
 )  
 \_\_\_\_\_ ) (title)  
 )  
 )  
 )  
 )

## Schedule “A”

### DEFINITIONS

“**Additional Rent**” means the amount of damage, loss, expense, or payment, including interest, referred to in Section 4.10 of this Lease.

“**Alterations**” means any substantial alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, modifications, or improvements to the Premises.

“**Appendix**” means an attachment to this Lease labeled as an “Appendix,” which is attached for information purposes only and does not form part of the agreement between the Parties.

“**Approved Uses**” means the uses listed in Schedule “D”.

“**Architect**” means a person who is registered or licensed as a professional architect under the *Architects Act*, R.S.O. 1990, c. A.26, and any regulations made under it, all as amended or replaced from time to time.

“**Authority**” means any one, or any combination of, federal, provincial, territorial, municipal, local, and other governmental and quasi-governmental authorities, departments, commissions, and boards having jurisdiction, including the Band Council and any utility company lawfully acting under its statutory power.

“**Band**” means the Henvey Inlet First Nation or any successor.

“**Band Council**” means the Band’s “council of the band”, within the meaning of the *Indian Act*.

“**Base Rent**” means the amounts identified as periodic rent in Sections 4.1 and 4.9.

“**CEAA**” means the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, and any regulations made under it, all as amended or replaced from time to time.

“**CEPA**” means the *Canadian Environmental Protection Act, 1999*, S.C. 1999, c. 33, and any regulations made under it, all as amended or replaced from time to time.

“**CCME Guidelines**” means the applicable Canadian Council of Ministers of the Environment’s Canadian Environmental Quality Guidelines, as amended or replaced from time to time. “**Commencement Date**” means the date first written on page one of this Lease.

“**Commencement of Construction**” means:

- a. the receipt by the Lessee of all necessary permits, approvals, or consents from any Authority and the Lessor; and
- b. the commencement of the foundations and footings of the Improvements, as certified to the Lessor by an Architect or Engineer.

“**Contaminant**” means any contaminant, toxic substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, or any similar substance, and any substance defined or referred to as such under any Environmental Laws or other provincial legislation.

“**Current Regulatory Regime**” means a review of the regulatory regime applicable to any Future Project or Project proposed to be undertaken under a sub-lease.



**“Development Plan”** includes the complete and detailed conceptual plans, development plans, as-built plans, design briefs, construction specifications, cost estimates, and any other documents that the Lessor reasonably requires, of the Improvements, prepared by an Architect or Engineer, and includes all site plans drawn to scale showing the following required features with appropriate dimensions:

- a. boundary lines with dimensions and acreage;
- b. natural and artificial features of subject property and adjacent property, including Improvements;
- c. “North” arrow;
- d. title block, including drawing scale, date, developer’s name and address and reference numbers;
- e. location, dimension, size and construction specifications of roads;
- f. location, dimension, size and construction specifications of buildings (including number of units, storeys, floor area, number of rooms) as well as dimensions of front, side and back yards;
- g. location, dimension, size and construction specifications of on-site sanitary sewer connections; and
- h. location, dimension, size and construction specifications of existing and/or proposed water mains.

**“Engineer”** means a person who is registered or licensed as a professional engineer by Professional Engineers Ontario.

**“Environment”** means the components of the earth and includes:

- a. air, land, and water;
- b. all layers of the atmosphere;
- c. all organic and inorganic matter and living organisms; and
- d. the interacting natural systems that include components referred to in paragraphs (a) to (c).

**“Environmental Laws”** means:

- a. any Laws relating, in whole or in part, to the protection and enhancement of the Environment, public health, public safety, and the transportation of dangerous goods; and
- b. any specifications, mitigative measures, and environmental protection measures described, contained, or referred to in any audit, report, or environmental screening decision pertaining to any Project on the Premises.

**“Federal Court”** means the court established by the Federal Court Act.

**“Federal Court Act”** means the Federal Court Act, R.S.C. 1985 c.F-7, and any regulations made under it, all as amended or replaced from time to time.

**“Follow-up Program”** has the meaning ascribed to it under CEAA.

**“Future Project”** means a Project started or contemplated after a sub-lease has been entered into, for which no previous consent has been issued.

**“GST”** means any sales, use, consumption, business, goods, services, value-added, or other similar tax applicable to the payment of Rent.

**“Improvements”** means improvements, as determined according to the common law, but, for greater certainty, include:

- a. any buildings, structures, works, facilities, services, landscaping, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to them);
- b. any Alterations,

made by any Person that are, from time to time, situate on, under, or above the Lands, but exclude Trade Fixtures.

**“Indian Act”** means the Indian Act, R.S.C. 1985, c. I-5, and any regulations made under it, all as amended or replaced from time to time.

**“Initial Period”** means the period commencing on the Commencement Date and expiring on

**“Lands”** means those lands situate, lying, and being in the Reserve, and more particularly known and described as:

Part of Henvey Inlet Reserve #2  
Being Blocks 1&3  
Plan T781, C.L.S.R.  
R.S.O. 6664R

excepting all Minerals and subject to the following encumbrances:

**“Land Code”** means a land code as defined in section 2(1) of the First Nations Land Management Act, 1999, c. 24, all as amended or replaced from time to time.

**“Laws”** means all laws, statutes, regulations, by-laws, rules, codes, guidelines, approvals, permits, licenses, or other authorizations, standards, declarations, notices, ordinances, requirements, and directions of any Authority in force from time to time.

**“Lease”** means this lease agreement, and includes any Schedules but does not include any Appendices.

**“Market Rent”** means, for any particular Period, the most probable rent that the Premises will bring in a competitive and open market under all conditions necessary for a fair lease and not affected by undue stimulus, with the Lessor and Lessee each acting prudently and knowledgeably, assuming that:

- (a) the Premises are owned by the Lessor in fee simple (notwithstanding that the Lands can only be surrendered to the Crown) and have no charges or encumbrances existing against title;
- (b) the Premises include the Improvements existing as of the Commencement Date as described in Schedule “B”, but do not include any Improvements subsequently made to the Premises; and
- (c) the Premises are used for the uses permitted in this Lease and the use of the Premises by the Lessee is the highest and best use of the Premises,

and, in valuation of the Premises, the appraiser will:

- (d) give consideration for reasonable expenditures, if any, for the Lessee to bring services to the perimeter of the Lands;

(e) compare the Premises to other lands, whether fee simple lands or reserve lands, without reference to limits on transfer of the Lands or any other factor relating to the reserve status of the Lands; and

(f) for greater certainty, not calculate any discount for the expired portion of the Term or otherwise reduce the rent because of the time left in the Term.

**“Minerals”** means ore of metal and every natural substance that can be mined and that:

- a. occurs in fragments or particles lying on, above, or adjacent to the bedrock source from which it is derived and commonly described as talus; or
- b. 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, methane, coal bed methane, and other gases, building and construction stone, limestone, dolomite, marble, shale, clay, sand, and gravel.

**“Minister”** means:

- a. the Minister of Indian Affairs and Northern Development or any successors; or
- b. any authorized representatives of the Minister of Indian Affairs and Northern Development or any successors.

**“Mortgage”** means any mortgage charging the leasehold interest of the Lessee in the Premises (including any debenture, deed of trust, bond, assignment of rents, or any other means) made as security.

**“Mortgagee”** means a mortgagee under a Mortgage.

**“Off-Reserve Regulatory Regime”** means a review of the regulatory regime that would have been applicable to the Future Project or Project proposed to be undertaken under a sub-lease if the Project proposed to be undertaken under a sub-lease were located on off-reserve lands.

**“Party”** means a party to this Lease.

**“Period”** means the Initial Period or a five-year period commencing on the day following the expiry of the Initial Period or on the day following the expiry of the immediately preceding Period, as the case may be.

**“Person”** includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.

**“Premises”** means the Lands and Improvements or any part of the Lands and Improvements.

[Deleted]

**“Project”** has the meaning ascribed to it under CEAA, but excludes any project on the “exclusion list”, as that term is defined under CEAA.

**“Registry”** means the Indian Lands Registry, established under the *Indian Act*, or any successor or replacement registry with registration jurisdiction over the Lands.

**“Regulatory Gap”** means a determination of whether the Current Regulatory Regime provides a lower level of environmental protection than the level of protection offered by the Off-Reserve Regulatory Regime.

**“Regulatory Remediation Measures”** means a determination of what measures must be taken to address any Regulatory Gap.

**“Rent”** means Base Rent, Prepaid Rent, rent set out in Article 4, Additional Rent, and other amounts that, by the terms of this Lease, are payable as rent by the Lessee.

**“Reserve”** means the Henvey Inlet Indian Reserve No. 2, which has been set apart for the use and benefit of the Band.

**“Term”** means the period commencing on the Commencement Date and expiring 99 years after the Commencement Date.

**“Schedule”** means an attachment to this Lease labeled as a “Schedule,” which forms part of and is integral to the agreement between the Parties.

**“Spill”** includes discharge, dispose, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place, and exhaust.

**“Sub-lessee”** means the lessee in any sub-lease of this Lease.

**“Substantial Completion”** occurs when an Architect or Engineer has issued a signed, sealed certificate to the Lessor certifying that:

- a. the Improvements or Alterations, as the case may be, or a substantial part of the Improvements or Alterations, as the case may be, are, in the opinion of the Architect or Engineer, ready for occupation by the Lessee for the uses permitted by this Lease in all material respects in a proper and workmanlike manner and in accordance with the provisions of this Lease; and
- b. any work remaining to be completed is, in the opinion of the Architect or Engineer, capable of completion or correction at a cost of not more than:
  - (i) 3% of the first \$500,000;
  - (ii) 2% of the next \$500,000; and
  - (iii) 1% of the balance,

of the value of the Improvements or Alterations, as the case may be, at the time this cost is calculated.

**“Term”** means the period commencing on the Commencement Date and expiring 99 years after the commencement date.

**“Trade Fixtures”** means trade fixtures as determined at common law and, for greater certainty, includes the personal chattels installed during the Term by or on behalf of the Lessee or any Sub-lessee in, on, or which serve the Premises for the sole purpose of the Lessee or Sub-lessee carrying-on its trade in the Premises under article 3, but do not include Improvements or any inventory of the Lessee or any Sub-lessee.

**“Trustee”** means the Receiver General for Canada (to whom delivery can be made at the address of the Lessor) or a trust company appointed in writing by the Lessor.

**Schedule "B"**

**IMPROVEMENTS EXISTING AT COMMENCEMENT DATE**

Road shown on Plan of Survey RD 4410.

**Schedule “C”**  
**SUB-LEASE CONSENT AGREEMENT**

This agreement is effective as of <MONTH DAY, YEAR>.

**BETWEEN:**

**HER MAJESTY IN RIGHT OF CANADA**, as represented by the Minister of Indian Affairs and Northern Development, <ADDRESS>

(the “**Lessor**”)

**AND:**

<**SUB-LESSEE’S NAME**>, , British Columbia corporation number A123456)

(the “**Sub-lessee**”).

**BACKGROUND:**

- A. At the request and with the consent of the <BAND> (the “Band”) the Lessor leased certain lands in <RESERVE NAME> No. <RESERVE #> to <LESSEE> (the “Lessee”), dated <MONTH DAY, YEAR> (the “Lease”) and registered in the Indian Lands Registry under No. <NUMBER>;
- B. The Lessee wishes to grant a sub-lease (the “Sub-lease”) to the Sub-lessee, which Sub-lease is attached as a schedule to this consent agreement; and
- C. Under Article 7 of the Lease, the Sub-lease is not valid unless the Lessor has provided prior written consent to it.

**NOW THEREFORE**, in consideration of the Lessor’s consent and the payment of \$10 from the Sub-lessee to the Lessor, the parties agree to the following:

**1. General**

- 1.1 Any terms not defined in this agreement but defined in the Lease have the same meanings that are given to them in the Lease.
- 1.2 This agreement will enure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors, representatives, and assigns.

**2. Lessor’s Consent**

- 2.1 The Lessor consents to the Sub-lease on the terms of this agreement.
  - 2.2 The Lessor's consent will not be deemed to be approval by the Lessor of the form or any of the terms of the Sub-lease, but only to effect the sub-lease of the Lessee's right and interest in the sub-leased premises as required by the Lease.
  - 2.3 The Lessor's consent will not ensure that the Sub-lease can be registered in the Registry or the provincial land title office.
- 3. Covenants of the Sub-lessee**
- 3.1 Despite the Lessor's consent to the Sub-lease, the Sub-lease is not valid unless:
    - 3.1.1 it ends before the last day of the Term;
    - 3.1.2 it expressly terminates upon the early termination of this Lease;
    - 3.1.3 it is expressly subject and subordinate to the Lease and to the rights of the Lessor under the Lease;
    - 3.1.4 it is consistent with the terms of the Lease and will not cause the Lessee to breach a term of the Lease;
    - 3.1.5 it is registered in the Registry;
    - 3.1.6 it expressly provides that the Sub-lessee will not in any way use the sub-leased portion of the Premises for a Project until the Sub-lessee, at its own expense, has obtained consent from the Lessor to proceed with such Project, such consent to be granted in compliance with the environmental review process set out in the Lease; and
    - 3.1.7 it expressly provides that the Lessor and the Lessor's officials, employees, servants, agents, contractors, and subcontractors may enter the sub-leased lands at any time during reasonable hours for the purpose of ensuring the implementation referred to in subsection 7.2.6 of the Lease.
  - 3.2 If the Minister determines that a Project of the Sub-Lessee should not proceed under the environmental review process established in the Lease, then the Lessor is in no way responsible to the Sub-lessee for the inability of the Sub-lessee to use the Premises as anticipated, or otherwise; the Sub-lessee releases the Lessor from any such liability.
  - 3.3 Without limiting section 3.1.2, the Sub-lessee waives any statutory or common law rights that it may have allowing the Sub-lessee to keep the unexpired term of the Sub-lease or remain in occupation of any part of the Premises if the Lease ends before the expiration of the Term.
- 2.4 The Sub-lessee represents and warrants to the Lessor that the person or persons signing this agreement on the Sub-lessee's behalf have the authority to bind the Sub-lessee to this agreement.

**4. No Representations**

3.1 Notwithstanding anything else contained in this agreement, the Sub-lessee confirms that neither the Lessor nor the Lessor’s officials, employees, servants, agents, contractors, subcontractors, the Band, the Band Council, or any member of the Band have made any representations or warranties with respect to the terms of the Lease, the terms of the Sub-lease, the suitability of the sub-leases premises for any particular use, or the condition of the Premises (including, without limitation, compliance of the Premises with any Laws or the presence of Contaminants in, on, or under the Premises) or the possibility of the coming into force of a Land Code or the contents of any such Land Code; the Sub-lessee has not relied on any such Person in this regard.

3.2 The Sub-Lessee acknowledges that the Premises are located on designated lands, as defined in the Indian Act, and that they may be subject to such Land Codes, laws, by-laws or other regulatory instruments that the Henvey Inlet First Nation is or may, from time to time, be empowered to pass.

The Sub-Lessee acknowledges that the Premises are located on designated lands, as defined in the Indian Act, and that they may be subject to such Land Codes, laws, by-laws or other regulatory instruments that the Henvey Inlet First Nation is or may, from time to time, be empowered to pass.

**IN WITNESS WHEREOF** the parties have executed this agreement as of the date first written above.

EXECUTED in the presence of:	)	HER MAJESTY IN RIGHT OF CANADA, as represented
	)	by the Minister of Indian Affairs and Northern
	)	Development
	)	
	)	
	)	
_____	)	_____
As to the signature of the Lessor’s	)	<TITLE>
representative	)	<DIRECTORATE>
	)	<REGION>

EXECUTED in the presence of:	)	<SUB-LESSEE’S NAME>
	)	
	)	
	)	_____
	)	(signature)
	)	
_____	)	_____
As to <SUB-LESSEE’S NAME>’s	)	
authorized signatory	)	(name of person signing)
	)	
	)	_____
	)	(title)



## **Schedule “D”**

### **PERMITTED SUB-LEASE USES**

Youth Camp  
Conference Centre with Accommodation  
Cultural Centre  
Education Centre  
Cottages and Cottage Lots for Lease  
Marina  
Multipurpose Arena  
Small Business and Professional Offices  
Commercial/Retail Stores  
Golf Course  
Roads, Electrical and Other Infrastructure Components

**Appendix “A”**

[Deleted]

**Appendix “B”**

[Deleted]

**Appendix “C”**

[Deleted]

**Appendix “D”**

[Deleted]

**Appendix “D”**

[Deleted]

**Appendix “E”**

[Deleted]