

Send two copies to:

Indian and Northern Affairs
First Nations Land Registry
10 Wellington Street
Gatineau (Quebec) K1A 0H4
Attention: Registrar of First Nation Lands

Envoyer deux copies à:

Indian and Northern Affairs
First Nations Land Registry
10 Wellington Street
Gatineau (Quebec) K1A 0H4
Attention: Registrar of First Nation Lands

N.B. Applicants should check with the First Nation to ensure that the document accompanying this application complies with the laws and policies of the First Nation before submitting this application.

Please submit all documents in the order that they are to be registered/recorded, if other related applications and documents are being submitted.

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the First Nations Land Management Act, in the appropriate register of the First Nation Land Register.

Le/La soussigné(e) demande par le présente que le document dont les détails sont indiqués ci-dessous, soit inscrit conformément à la loi sur les Gestion des terres des premières nations, dans le Registre des terres des premières nations.

<u>Log # / # au registre</u>	<u>Log Date / Date au registre</u>	<u>Regional File # / # de dossier régional</u>
LMA09438	8/27/2010 7:19:37PM	TWN.HEADLEASE.79-17-1
	dd/mm/yy hh:mm am/pm jj/mm/aaaa hh:mm am/pm	

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT

Grantor / Cédant

Name / Nom

TSLEIL-WAUTUTH NATION

Grantee / Cessionnaire

Name / Nom

TAKAYA DEVELOPMENTS (2007) LIMITED PARTNERSHIP "SEE REMARKS"

Instrument Type / Type de document: LEASE (or / ou Code) 14

Instrument Date / Date du document: 2010/Aug/27

Purpose / Objet: COMMERCIAL (or / ou Code) 003

LAND DESCRIPTION / DESCRIPTION DE LA TERRE

Province: BRITISH COLUMBIA

FN Land Code / Code foncier de la PN: 11.9

Reserve Name / Nom de la réserve: BURRARD INLET NO. 3

Crown Land Name / Nom de la terre de la couronne:

Legal Description - Land Affected /
Description Légal - Terre:

LOT 79-17-1 CLSR 92587

Remarks / Remarques: TAKAYA DEVELOPMENTS (2007) LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TAKAYA DEVELOPMENTS (2007) LTD

Applicant Email: mnayeri@twnation.ca

Band Email: dbgeorge@twnation.ca

()

Signature of Applicant
Signature du requérant

Tel. # of Applicant
Tél. du requérant

email
courriel

Date

Return To:

Address: TSLEIL-WAUTUTH LANDS OFFICE
ATTN: DALE KOMANCHUK
3075 TAKAYA DRIVE
NORTH VANCOUVER, BC V7H 3A8

PH. 604-924-4165
EMAIL: DKOMANCHUK@TWNATION.CA

**Indian and Northern Affairs Canada
Application for Registration**

**Affaires indiennes et du Nord Canada
Demande d'enregistrement**

Send two copies to:

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First Nations Land Registry
10 Wellington Street
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Attention: Registrar of First Nation Lands

Registration Number / Numéro d'enregistrement: _____

Registration Date / Date d'enregistrement: _____ and Time / et heure: _____ A.M. / P.M.

Signature of Registration Officer / Signature de l'officier d'enregistrement Date

Comments / Commentaires:

Clarification/clarification

Signature of Registration Officer / Signature de l'officier d'enregistrement Date



TSLEIL-WAUTUTH NATION

Tsleil-Waututh Lands Register
Form No. TWN-02

APPROVED AS TO THE FORM BY THE
MANAGER OF LANDS PURSUANT TO THE
TSLEIL-WAUTUTH NATION LAND CODE

Signature:

Date: August 27, 2010

GENERAL INSTRUMENT - PART 1

(This area for Tsleil-Waututh Lands Office use)

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

JOEL A. CAMLEY
GOWLING LAFLEUR HENDERSON, LLP
Bentall 5, 550 Burrard Street, Suite 2300
Vancouver, BC V6C 2B5
Phone: 604-443-7602 joel.camley@gowlings.com

Signature of Applicant, Applicant's Solicitor or Agent

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

Lot 79-17-1 Burrard Inlet Indian Reserve No. 3, Province of British Columbia, CLSR 92587

3. NATURE OF INTEREST: DESCRIPTION DOCUMENT REFERENCE (page and paragraph) PERSON ENTITLED TO INTEREST

Lease

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

- | | | |
|--|---|-----------------------------------|
| <input checked="" type="checkbox"/> Lease | <input type="checkbox"/> Agreement for Sale | <input type="checkbox"/> Licence |
| <input type="checkbox"/> Sub-lease | <input type="checkbox"/> Assignment of Mortgage | <input type="checkbox"/> Easement |
| <input type="checkbox"/> Assignment of lease | <input type="checkbox"/> Discharge of Mortgage | <input type="checkbox"/> Release |
| <input type="checkbox"/> Assignment of sub-lease | <input type="checkbox"/> Permit | <input type="checkbox"/> Other |

5. TRANSFEROR(S):

TSLEIL-WAUTUTH NATION, also known as the Burrard Indian Band

6. TRANSFEREE(S):

TAKAYA DEVELOPMENTS (2007) LTD. in its capacity as General Partner of TAKAYA DEVELOPMENTS (2007) LIMITED PARTNERSHIP, a Partnership registered under the Partnership Act of British Columbia, filing number 463777-07

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the instrument described in Item 4.

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

JOEL A. CAMLEY
BARRISTER & SOLICITOR
SUITE 2300 550 BURRARD STREET
P.O. BOX 30 VANCOUVER, B.C. V6C 2B5
TELEPHONE (604) 443-7602

Y	M	D
2010	08	27

TAKAYA DEVELOPMENTS (2007) LIMITED PARTNERSHIP by its General Partner TAKAYA DEVELOPMENTS (2007) LTD.

Print Name: PATRICK S.Y. WONG

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996 c 124, to take affidavits for use in British Columbia and certifies that there has been compliance with the Tsleil-Waututh Nation Land Code



TSLEIL-WAUTUTH NATION

Tsleil-Waututh Lands Register
Form No. TWN-05

SCHEDULE

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the instrument described in Item 4.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Y	M	D
2010	08	26

TSLEIL-WAUTUTH NATION, also known as
the Burrard Indian Band

[Handwritten Signature]

[Handwritten Signature]

Lands Manager: Dale Komanchuk

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1996 c 124*, to take affidavits for use in British Columbia and certifies that there has been compliance with the Tsleil-Waututh Nation Land Code.

CHRISTINE H. SWEET
BARRISTER & SOLICITOR
Suite 205 - 1544 Marine Drive
West Vancouver, B.C. V7V 1H8
Telephone: 604-913-1611
Fax: 604-913-1622

COMMERCIAL LEASE

This Lease is effective as of September 1, 2010

BETWEEN:

**TSLEIL-WAUTUTH NATION, also known as the
Burrard Indian Band**

(the "Lessor" or the "TWN")

AND:

**TAKAYA DEVELOPMENTS (2007) LTD. in its capacity
as General Partner of TAKAYA DEVELOPMENTS
(2007) LIMITED PARTNERSHIP, a Partnership
registered under the Partnership Act of British
Columbia, filing number 463777- 07**

(the "Lessee")

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COMMERCIAL LEASE

This Lease is effective as of September 1, 2010,

BETWEEN:

TSLEIL-WAUTUTH NATION, also known as the Burrard
Indian Band

(the "**Lessor**" or the "**TWN**")

AND:

**TAKAYA DEVELOPMENTS (2007) LTD. in its capacity
as General Partner of TAKAYA DEVELOPMENTS
(2007) LIMITED PARTNERSHIP**, a Partnership
registered under the Partnership Act of British Columbia,
filing number 463777-07

(the "**Lessee**")

BACKGROUND:

- A. The Lands are part of the Burrard Inlet Indian Reserve No. 3, which has been set apart for the use and benefit of the TWN.
- B. Pursuant to the TWN's Land Code, a referendum was held on October 1, 2007, amongst the membership of the TWN. At that time a majority of the TWN members who voted in that referendum voted in favour of leasing the Lands for a term of ninety-nine (99) years to the Lessee.
- C. The Manager of Lands of the TWN has been authorized to execute this Lease on behalf of the TWN.

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

1. INTERPRETATION

1.1 Definitions

1.1.1 Unless otherwise stated, the terms defined in schedule "A" have the meanings given to them in that schedule.

1.1.2 Any defined term will be read as having an appropriate corresponding meaning if referred to in the singular, plural, verb, or noun form.

1.2 Parts of the Lease

1.2.1 The structure of this Lease is as follows: article (e.g., 1.), section (e.g., 1.1), subsection (e.g., 1.1.1), paragraph (e.g., 1.1.1(a), and sub-paragraph (e.g., 1.1.1(a)(i)). Unless otherwise stated, any reference to an article, section, subsection, paragraph, or sub-paragraph means the appropriate part of this Lease.

1.3 Headings

1.3.1 All headings are for convenience and reference only. They are not to be used to define, limit, enlarge, modify, or explain the scope or meaning of any provision.

1.4 Extended Meanings

1.4.1 All words in the singular will include the plural, and vice-versa, where the context allows.

1.4.2 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,";

“Lessee will not cause” includes “Lessee will not cause, permit, or suffer”; and

“on the Premises” means “in, on, under, or above the Premises” where the context allows.

2. PREMISES

2.1 The Demise

2.1.1 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 provisions, exceptions, and reservations in this Lease.

2.2 Prior Rights

2.2.1 This Lease is subject to all existing registered encumbrances and registered rights given for or attaching to the Premises, whether or not the Lessee has notice of them.

2.3 Other Interests

2.3.1 The Lessor reserves the right to further charge the Premises by way of easement or, right-of-way, in favour of any Authority, provided the charge does not materially or adversely affect the Lessee’s permitted uses.

2.3.2 At the request of the Lessor, the Lessee will promptly execute and deliver to the Lessor any instrument that may be necessary to subordinate the Lessee’s right and interest in the Premises under this Lease to the charge referred to in this section.

3. USE OF PREMISES

3.1 Permitted Uses

3.1.1 The Premises may be used by the Lessee for any lawful purpose, as set out in the Applicable Laws, as they may be amended from time to time.

3.2 No Waste of the Premises

3.2.1 Except as required by the construction of the Improvements, the Lessee will not commit any waste of the Premises.

3.3 "As is – Where is" Lease

3.3.1 The Premises are being leased on an "as is - where is" basis.

3.3.2 The Lessee represents and warrants that it has:

- (a) conducted any inspections of the Premises that it deems prudent, including any inspection relating to:
 - (i) the condition of the Premises;
 - (ii) compliance of the Premises with any Applicable Laws; and
 - (iii) the presence of Contaminants on the Premises; and
- (b) satisfied itself that the Premises are suitable for its intended uses and that those uses are within the scope of the uses permitted by the Applicable Laws, as they are currently in force.

3.4 Access

3.4.1 The Lessor will provide legal access to and from the Premises.

3.5 Quiet Enjoyment

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

3.6 Artifacts and Survey Monuments

3.6.1 The Lessee will immediately notify the Lessor and the Band Council of any Artifact unearthed or discovered on the Premises and will continue to use the

Premises so as to avoid any further damage to the Artifact and ensuring its preservation to the greatest extent practicable.

3.6.2 The Lessee will deliver any Artifact removed from the soil to the Band Council.

4. RENT

4.1 Rent to be Paid

4.1.1 The Lessee will pay the Lessor all Rent due under this Lease at the time and in the manner set out in this Lease in lawful money of Canada, without abatement, deductions, set-off, or prior demand.

4.2 Prepaid Rent

4.2.1 On or before the Commencement Date, the Lessee will pay \$99.00 to the Lessor as Prepaid Rent for the entire Term.

4.3 FNGST

4.3.1 Along with the Prepaid Rent, the Lessee will pay any applicable FNGST on the Prepaid Rent.

4.4 Additional Rent

4.4.1 If at any time before or after the expiration or earlier termination of the Lease the Lessor suffers or incurs any damage, loss or expense by reason of any failure of the Lessee to perform or observe any of the Lessee's covenants or makes any payment for which the Lessee is liable under this Lease, or if the Lessor is compelled or, acting reasonably, elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding instituted by reason of default of the Lessee under this Lease (including any action or proceeding against the Lessee) and succeeds in establishing such default, then in every such case the amount of damage, loss, expense or payment (including reasonable legal fees), together with interest as provided in subsection 4.5.1, will be paid by the Lessee to the Lessor forthwith on demand.

4.4.2 The amount of any damage, loss or payment referred to in subsection 4.4.1 will be recoverable in the manner provided by law for the recovery of Rent in arrears.

4.5 Arrears to Bear Interest

4.5.1 If the Rent or any other sum owing by the Lessee to the Lessor under this Lease is not paid within forty-five (45) days from the date on which it is due then it will bear interest at the Prime Rate in effect from time to time plus four percent (4%) per annum from the date the Rent or the sum is due until the date of the payment by the Lessee, but this stipulation for interest will not prejudice or affect any other remedies of the Lessor under this Lease or otherwise, or be construed to relieve the Lessee from any default in making the Rent payment at the time and in the manner specified in this Lease.

4.5.2. This section survives the expiration or earlier termination of this Lease.

4.6 Net Lease

4.6.1 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.

5. ASSIGNMENTS, SUBLEASES & MORTGAGES

5.1 Assignments

5.1.1 The Lessee may assign the whole or any part of its interest in this Lease without the prior written consent of the Lessor in each instance.

5.1.2 No assignment is valid until the proposed assignee has executed a written agreement covenanting and agreeing with the Lessor that, upon the assignment, the assignee will observe and perform all of the Lessee's covenants under this Lease.

5.2 Subleases

5.2.1 The Lessee may, subject to subsection 5.2.2, sublet any part of the Premises

without the consent of the Lessor.

5.2.2 Any sublease of any part of the Premises will include the following provisions:

- (a) it may be for any period up to one day before the expiration of the Term of this Lease, and not beyond;
- (b) it is expressly subject and subordinate to this Lease and to the rights of the Lessor under this Lease;
- (c) it is consistent with the terms of this Lease and will not cause the Lessee to breach a term of this Lease;
- (d) it contains a proper legal description of the lands and, if required, the lands have been surveyed and the survey registered or recorded in the Registry;
- (e) it is registered in the Registry;
- (f) it will oblige the Sublessee to not do anything in contravention of this Lease and comply with all Applicable Laws.

5.2.3 The Sublessee may assign the whole or any part of its interest in the sublease to which it is a party without the prior written consent of the Lessor in each instance.

5.3 Mortgages

5.3.1 The Lessee or the Sublessee may mortgage the whole or any part of its interest in this Lease by any means without the consent of the Lessor. The Lessor confirms that any Mortgagee of any interest in the leasehold estate may enforce its security to the fullest extent and acquire the leasehold estate in any lawful way and, by its representative or a receiver, as the case may be, and subject to subsection 5.3.2, take possession of and manage the Premises and sell the interest of the Lessee or the Sublessee, as the case may be, in this Lease or assign or sublet the Premises without notice to the Lessor and without the necessity of obtaining any consent from the Lessor.

5.3.2 Notwithstanding anything else in this Lease, any Mortgage will be subject to the following conditions:

- (a) if the Mortgagee takes possession of the Premises or acquires or forecloses the equity of redemption of the Lessee or the Sublessee, as the case may be, then the Mortgagee will perform and observe all the covenants and agreements of the Lessee or the Sublessee under the Lease or the sublease, as the case may be, while in possession of the Premises and until the Lease or the sublease, as the case may be, is duly assigned to an assignee as provided in paragraph 5.3.2 (b) below; and
- (b) the Mortgagee will cause any assignee of the leasehold interest under an assignment to agree in writing to assume, perform and observe all the covenants and agreements of the Lessee or Sublessee under the Lease or the sublease, as the case may be, and upon delivery to the Lessor of such assumption agreement, the Mortgagee will be deemed to be released from any and all obligations hereunder.

5.3.3 Notwithstanding any other provision of this Lease, where the whole or any part of the interest of the Lessee or the Sublessee under this Lease or the sublease, as the case may be, is mortgaged to a Mortgagee, whether or not insured against borrower default under the *National Housing Act* or by any private insurer, then:

- (a) The Lessor shall not exercise effectively as against the Mortgagee any right of re-entry or distress or right to terminate this Lease until:
 - (i) the Lessor gives to the Mortgagee at least forty-five (45) days notice in writing of the intention to re-enter or to distrain or to terminate specifying the full particulars of the grounds therefore, and
 - (ii) the Mortgagee does not during that forty-five (45) day period either remedy all specified proper grounds for re-entry or distress or termination or give to the Lessor notice in writing that the Mortgagee intends to take, or has taken, formal proceeding for the enforcement of its mortgage and the protection of its position, and
 - (iii) the Mortgagee, having given the notice specified in (ii) has had reasonable time to pursue to their conclusion all reasonable proceedings for the enforcement of its mortgage and the protection of its position; and
- (b) If upon the conclusion of proceedings by the Mortgagee for the enforcement of its mortgage and the protection of its position the rights of the Lessee or the Sublessee, as the case may be, have been

released to the Mortgagee or foreclosed or sold then thereupon all then existing grounds for re-entry or distress or termination and all then existing rights (if any) of re-entry or distress or termination shall terminate and the Mortgagee or purchaser shall become the Lessee or Sublessee, as the case may be, free of all liability of such grounds and rights; and

- (c) Where the Lessor, at the request of the Lessee or the Sublessee, as the case may be, as a mortgagor, intends to terminate the Lease either by surrender of lease or sublease, as the case may be, or otherwise, notice of such intention shall be given in writing to the Mortgagee, allowing the Mortgagee at least sixty (60) days to obtain repayment in full of the outstanding mortgage, inclusive of interest and penalties, or commence mortgage default enforcement action with its rights pursuant to subparagraphs (i), (ii) and (iii) of paragraph (a) herein intact. If the Mortgagee provides to the Lessor notice of its intention to commence or the commencement of mortgage default enforcement action to realize on its security, including but not limited to foreclosure proceedings, the Lessor shall not accept the surrender of Lease.

5.4 Further covenants

- 5.4.1 Without limiting any other obligations of the Lessor under this Lease, the Lessor will do any act or cause to be done any act and grant, execute and deliver or cause to be granted, executed and delivered any consent in favour of the Lessee, the Sublessee or the Mortgagee, as the case may be, necessary to give effect to the intent of this article 5.
- 5.4.2 Without limiting the generality of subsection 5.4.1, the Lessor will, to the extent of its authority, make or cause to be made any amendment to the Applicable Laws to the extent necessary to give effect to the intent of this article 5.

6. LAWS & TAXES

6.1 Applicable Laws

- 6.1.1 The Lessee, acting reasonably and at its expense, will observe and perform all of its obligations and all matters and things necessary or expedient to be observed or performed by it in connection with the Premises in accordance with Applicable Laws.

6.1.2 Without in any way relieving or modifying the obligation of the Lessee to comply with subsection 6.1.1, the Lessee may at its expense, contest or appeal the enforceability or validity of any of the Applicable Laws, PROVIDED that the Lessee commences any proceedings to contest or appeal the enforceability or validity thereof or any cost associated therewith forthwith and continues with the proceedings with reasonable diligence.

6.2 Taxes

6.2.1 Without limiting the generality of subsection 6.1.1, the Lessee will pay, on or before the due date, all applicable Taxes imposed by any Authority:

- (a) on the Premises;
- (b) for sales, transactions, or business relating to the Premises; or
- (c) for occupation of the Premises by any Person.

6.2.2 Without in any way relieving or modifying the obligation of the Lessee to comply with subsection 6.2.1, the Lessee may at its expense, contest or appeal the validity or amount of any Taxes PROVIDED that the Lessee commences any proceedings to contest or appeal the validity or amount forthwith and continues with the proceedings with reasonable diligence.

6.2.3 The Lessee will, upon written request by the Lessor, provide the Lessor with copies of official receipts of the competent authority or other proof satisfactory to the Lessor, acting reasonably, evidencing payment of Taxes payable with respect to the Premises.

6.3 Authorization to Receive Information

6.3.1 On notice from the Lessor, the Lessee will promptly deliver to the Lessor or an applicable Authority, or both, written authorization for the Lessor to receive any information from such Authority about the Lessee's compliance with any Applicable Laws, including the payment of any applicable Taxes.

7. SERVICES

7.1 Lessee's Responsibility to Provide

7.1.1 The Lessee will provide and maintain all services and facilities (including water, gas, telephone, light, power, heat, air-conditioning, and sewage and garbage disposal services and facilities) required from time to time on the Premises. The Lessor will assist in the obtaining of these services and facilities. The Lessor and, its agents, servants and contractors will not hinder or impede the Lessee from securing and maintaining all services and facilities.

7.2 Interruption Not a Disturbance

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

- (a) be a disturbance of the Lessee's enjoyment of the Premises;
- (b) render the Lessor liable for any loss, injury, or damages to the Lessee;
or
- (c) relieve the Parties from their obligations under this Lease,

unless the interruption is caused by the Lessor or its agents, servants, contractors or members.

8. ENVIRONMENT

8.1 Contaminants

8.1.1 The Lessee will not use (including transport or store) Contaminants on the Premises, except as may be reasonably required for the Lessee's permitted uses of the Premises under this Lease and in strict compliance with Environmental Laws.

8.2 Removal of Contaminants

8.2.1 Without limiting section 8.3, if requested reasonably by the Lessor or any applicable Authority, the Lessee will promptly remove any Contaminants that are on the Premises by the actions or omissions of the Lessee or a Responsible Person and, upon the removal, will promptly deliver to the

Lessor evidence satisfactory to the Lessor confirming the removal satisfactory to the Lessor or such Authority, as the case may be.

8.2.2 On or before the end of the Term, the Lessee will remove any Contaminants that are on the Premises by the actions or omissions of the Lessee or a Responsible Person.

8.3 Report of Spill

8.3.1 If the Lessee or a Responsible Person Spills any Contaminants on the Premises, then the Lessee will, upon becoming aware of such Spill:

- (a) promptly deliver written notice to the Lessor and any applicable Authority of the Spill and details relating to the Spill, including:
 - (i) the time and extent of the Spill;
 - (ii) the estimated amount of Contaminants involved;
 - (iii) the action taken prior to giving the notice; and
 - (iv) the action that the Lessee intends to take in order to contain and rectify the effects of the Spill;
- (b) promptly take all action necessary to contain and rectify the effects of the Spill;
- (c) deliver to the Lessor an independently-prepared report, to the reasonable satisfaction of the Lessor, of the Lessee's activities under paragraph 8.3.1 (b) and the state of the Premises after such activities compared with the state of the Premises prior to the Spill; and
- (d) do such further activities as the Lessor may reasonably require, based on the report referred to in paragraph 8.3.1 (c), to contain and rectify the effects of the Spill.

8.4 Increased Risks

8.4.1 The Lessee will not cause any operations or activities or construct any 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).

8.5 Title to Contaminants

8.5.1 Notwithstanding any rule of law to the contrary, any Contaminants that are on the Premises by the actions or omissions of the Lessee or a Responsible Person 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 on the Premises.

8.6 Environmental Remediation

8.6.1 At the expiration or earlier termination of this Lease, the Lessee will promptly remediate the Premises to the environmental condition that it is obligated to keep the Premises in pursuant to the foregoing provisions of article 8

9. NUISANCE & RUBBISH

9.1 Nuisance

9.1.1 Except as reasonably required by the uses of the Premises permitted under this Lease, the Lessee will not cause any nuisance on the Premises.

9.2 Rubbish

9.2.1 Without limiting the generality of subsection 9.1.1, the Lessee will not cause any rubbish or debris to be placed or left on the Premises, except as reasonably required by the uses of the Premises permitted under this Lease or as otherwise permitted in writing by the Lessor.

10. IMPROVEMENTS AND ALTERATIONS

10.1 Construction

10.1.1 The Lessee will not construct any Improvements without first obtaining the required permits or approvals referred to in subsection 10.2.1

10.2 Obtain Permits and Approvals

10.2.1 The Lessee will apply to the applicable Authority and obtain any required permits or approvals necessary to construct any Improvements.

10.3 Construction to Comply With Permits, Approvals, and Consent

10.3.1 Upon receipt of the required permits or approvals the Lessee will, subject to any force majeure event or interference or obstruction by any Authority, promptly construct the Improvements in a proper and workmanlike manner.

10.4 Occupancy

10.4.1 The Improvements may not be occupied by any Person until Substantial Completion unless consented to by the Lessor, such consent not to be unreasonably withheld.

10.5 Additional Documents

10.5.1 Upon completion of construction of the Improvements and if requested by the Lessor, the Lessee will promptly deliver to the Lessor:

(a) reproducible, as-built plans certified correct by an Architect or Engineer;
and

(b) operation and maintenance manuals.

10.6 Signs

10.6.1 The Lessee will have the right, without the consent of the Lessor, to erect or exhibit signage, in accordance with Applicable Laws, in and about any portion of the Premises in conjunction with any lawful purpose described or contemplated in article 3.

10.7 Maintenance

10.7.1 The Lessee will maintain the Premises in a good and tenantable condition in every respect as would a careful owner in occupation.

11. CONSTRUCTION REQUIREMENTS

11.1 General Requirement

11.2 Without limiting subsection 6.1.1, all Improvements will be constructed to the standard and quality of any industry or construction standards 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 part of the Premises that is subject to the Alterations.

12. DESTRUCTION OF IMPROVEMENTS

12.1 Lessee to Notify Lessor of Damage or Destruction

12.1.1 The Lessee will promptly notify the Lessor if any Improvements are damaged, or partially, substantially, or completely destroyed.

12.2 Rent will not Abate

12.2.1 Damage or destruction of the Improvements will not cause this Lease to terminate or entitle the Lessee to surrender possession or any abatement or reduction of the Rent.

12.3 Lessee's Obligations When Improvements Partially Destroyed

12.3.1 If the Improvements are damaged or partially destroyed, then the Lessee will repair, replace, or restore the Improvements within a reasonable time.

12.4 Lessee's Obligations When Improvements Substantially or Completely Destroyed

12.4.1 If the Improvements are substantially or completely destroyed, then the Lessee will, at its option, reconstruct or replace them with comparable structures within a reasonable time or clear the Premises of all debris leaving the Premises, to the extent reasonably possible, in the same condition as they were at the commencement of the Term.

13. REMOVAL OF IMPROVEMENTS AND TRADE FIXTURES

13.1 Buildings, Fixtures and Chattels

13.1.1 Subject to the rights of any applicable Mortgagee, the Lessee may remove all of its Trade Fixtures, and may permit Sublessees to remove all of their Trade Fixtures, from the Premises:

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

13.2 No Removal of Improvements

13.2.1 Ownership of any Improvements made upon or to the Lands by or for the Lessee will vest in the Lessee or any Sublessee, licensee or permittee of the Lessee, as the case may be, for and during the Term, notwithstanding any rule or law to the contrary. Notwithstanding the foregoing, the Lessor will be entitled, subject to the rights of any applicable Mortgagee, on written notice to the Lessee delivered upon the commencement of the last year of the Term, to require the Lessee to:

- (a) remove some or all its Improvements from the Lands upon expiry of the Term and leave the Lands in a clean and safe condition; or,
- (b) leave Improvements on the Lands.

13.2.2 The Lessee will pay all costs and expenses incurred in the removal and disposal of the Improvements and in making good all damage caused to the Lands by the removal thereof forthwith upon demand. The Lessor will not be responsible to the Lessee or any Sublessee as a result of the removal or the disposal of any Improvements, moveable goods, chattels or tenant's fixtures which the Lessee fails to remove in accordance herewith. If the Lessee does not remove and dispose of the Improvements as required, the Lessor may do so at the cost of the Lessee.

13.3 Survival of Article

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

14. LIABILITY INSURANCE

14.1 The Lessee will forthwith effect and maintain at its expense with one or more companies satisfactory to the Lessor, comprehensive general liability insurance (the "Liability Insurance") with any applicable Mortgagee, the Lessor and Her Majesty the Queen in right of Canada as additional insureds against claims for personal injury, death or property damage or loss occurring at or about the Premises.

14.2 The Liability Insurance will provide protection in an amount of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** for any one occurrence or such other reasonable amount as the Lessor may notify the Lessee in writing from time to time.

14.3 The Liability Insurance will contain a provision for cross liability.

15. PROPERTY INSURANCE

15.1 If applicable the Lessee, acting reasonably, will effect and maintain at its expense property insurance insuring the Improvements against loss or damage by fire and other perils under customary supplementary coverage.

16. INSURANCE PROVISIONS

16.1 Every insurance policy required under this Lease will to the extent that it is obtainable contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving each of the insureds at least thirty (30) days prior written notice. Further, the Lessee will immediately notify the Lessor of any breaches of the insurance policy that it becomes aware of and provide a copy of any notices that it receives from the insurer in this regard.

17. INSURANCE VALIDATION

17.1 The Lessee will not do, permit or suffer anything to be done at the Premises which might cause any policy of insurance required by this Lease to be invalidated or cancelled, and the Lessee will comply forthwith with every lawful notice in writing from the Lessor or any insurer requiring the execution of works or discontinuance of any use of the Premises in order to avoid invalidation or cancellation of any insurance.

17.2 The Lessee releases and indemnifies the Lessor from all liability for loss or damage caused by or resulting from any of the perils or injuries against which it has covenanted in this Lease to insure, except if the loss, damage or injury

may arise out of the negligence or wilful omission of the Lessor, its officers, employees, agents, or contractors, and even though the Lessee has failed to so insure.

17.3 The Lessee will, upon written request, forthwith deliver to the Lessor a certified copy of every insurance policy taken out by the Lessee with respect to the Premises.

17.4 Where the interest of the Lessee is subject to a mortgage, insured against borrower default under the *National Housing Act*, and Canada Mortgage and Housing Corporation ("CHMC") becomes the successor to the Lessee under the Lease, while CHMC is the successor it shall not be required to maintain the insurance that would otherwise be required to be maintained by the Lessee.

18. DEFAULT & CANCELLATION

18.1 Defaults Requiring Notice to Cancel

18.1.1 If the Lessee is alleged to be in material default of a material obligation hereunder then the Lessor may give the Lessee notice of such default.

18.1.2 If the Lessor gives the Lessee notice of default under subsection 18.1.1 the Lessee must commence to cure the default within sixty (60) days of the notice being given and continue to cure the default with due diligence. Should the Lessee fail to do so, subject to subsections 5.3.3, 18.1.5 and 18.1.6, 18.1.7 and 18.1.8, the Lessor may, by giving at least sixty days notice to the Lessee, any Sublessee and Mortgagee, declare the Term ended.

18.1.3 If the Lessor declares the Term ended as provided in subsection 18.1.2, then except as otherwise expressly provided in this Lease, and subject to the rights of the parties under article 24, or otherwise at law, this Lease and everything contained in it and the leasehold estate and Term will thereupon terminate without re-entry or any other act or legal proceedings, and the Lessor may re-enter the Lands and possess and enjoy them as if the Lease had not been made.

18.1.4 Notwithstanding a declaration by the Lessor that the Term has ended, the Lessor will be entitled to recover from the Lessee the Rent then accrued or accruing, and enforce any right of action against the Lessee in respect of any antecedent breach of any of the Lessee's covenants including a right of action under article 21 and the reasonable costs and expenses of the Lessor in enforcing its rights.

18.1.5 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each Mortgagee and Sublessee. The copy of such notice may be given to every Mortgagee and Sublessee at the address specified by the Mortgagee and Sublessee and otherwise on the same terms and conditions as applicable to notices referred to in article 23 of this Lease.

18.1.6 Any curing of a default by a Mortgagee or a Sublessee will be construed as curing of that default by the Lessee.

18.1.7 If any disagreement arises as to the occurrence or subsistence of a material default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, a Mortgagee or Sublessee in accordance herewith or at law, the question may be dealt with in accordance with article 24 of this Lease.

18.1.8 The Lessor acknowledges that in consideration of the Rent, the Lessor will, to the fullest extent possible, seek recourse in respect of alleged material default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, recoverable against the Lands or the rents derived therefrom by the Lessee, or seek an order of a court of competent jurisdiction restraining continuing breach, and will not resort to exercising a right to cancel this Lease and forfeit the leasehold estate except in respect of a serious or continuing breach of a material covenant hereunder for which a reasonable and adequate alternate remedy has not been or cannot reasonably be obtained.

18.2 Access to Inspect and Perform

18.2.1 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:

- (a) viewing the Premises;
- (b) conducting any test or investigation that the Lessor considers necessary to determine that the Lessee's covenants are being met;
- (c) determining the presence of Contaminants on the Premises; or

(d) performing any of the Lessee's covenants as provided for in this Lease.

This right of access requires reasonable notice to the Lessee, except in the case of an emergency, when no notice is required.

18.3 Remedies Cumulative

18.3.1 All rights and remedies of the Lessor, and the Lessee 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, and the Lessee may be exercised concurrently.

19. SURRENDER OF POSSESSION

19.1 Premises to be Surrendered in Clean Condition

19.1.1 Without limiting article 13, upon expiry or earlier termination of the Lease, the Lessee will peaceably surrender to the Lessor the Premises in the condition the Premises were required to be kept under the Lease.

20. HOLDING OVER

20.1 Modified Terms for Holding Over

20.1.1 If the Lessee holds over, then, notwithstanding any payment of Rent to the Lessor, the new tenancy created will be a tenancy from month to month, not a tenancy from year to year, at a monthly rent to be agreed upon as between the Lessee and the Lessor or failing that, fair market rent as determined by the Lessor, acting reasonably, and will be subject to the covenants of the Lessee in this Lease so far as they are applicable to a tenancy from month to month.

21. INDEMNITY

21.1 Lessee's Indemnity of Lessor

21.1.1 The Lessee will indemnify and save harmless the Lessor, the Lessor's officers, employees, agents or contractors, against and from all liability, loss, costs, claims, demands, expenses, actions, damages, suits and other proceedings, whatsoever, including consequential, howsoever arising out of or related to any breach of a Lessee's covenant or for personal injury, death

or property damage or loss arising out of or related to any act or omission of the Lessee, its officers, employees or agents or any person for whom the Lessee is responsible, including a Sublessee, licensee, franchisee, permittee or Mortgagee in possession.

21.2 Survival of Article

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

22. WARRANTIES

22.1 Except as otherwise set out herein, no representations, warranties or conditions have been made to the Lessee in respect of the Lands by the Lessor, its officials, servants or agents.

22.1.2 The Lessor acknowledges that the Lessor is leasing the Premises to the Lessee on the basis that they are capable for development pursuant to the Lessee's intended use and to the best of the knowledge of the Lessor, there are no environmental, heritage or cultural prohibitions to such development.

23. DELIVERY

23.1 General Requirement

23.1.1 All deliveries of Rent, notices, or otherwise must be made in accordance with this article to the following addresses:

To the Lessor:

Tsleil – Waututh Nation
3075 Takaya Drive
North Vancouver, BC V7H 3A8
Attention: The Chief
Fax: (604) 929-4714

with a copy to
Tsleil – Waututh Nation
700 Apex Avenue
North Vancouver, BC V7H 2R5
Attention: Director of Economic Development
Fax: (604) 924-2339

To the Lessee at:

Takaya Developments (2007) Ltd., in its capacity as General Partner of
Takaya Developments (2007) Limited Partnership
700 Apex Avenue
North Vancouver, BC V7H 2R5
Fax: (604) 924-2339

23.2 Delivery

23.2.1 If any question arises as to the date on which delivery was made, it will be deemed to have been made:

- (a) (except in the case of Rent) if sent by fax before 3:00 p.m. Pacific time, on the day of transmission;
- (b) (except in the case of Rent) if sent by fax after 3:00 p.m. Pacific time, on the next business day;
- (c) if sent by mail, on the sixth day after it is mailed; or
- (d) if sent by any means other than fax or mail, the day it is received.

23.2.2 If the postal service is interrupted, or threatened to be interrupted, then any delivery will only be sent by means other than mail.

23.3 Change of Contact Information

23.3.1 Any change in contact information will take effect 30 days after the notice is delivered to the other Party.

24. DISPUTE RESOLUTION

24.1 If there is a dispute in respect of this Lease between the Lessee and the Lessor the dispute will be resolved as set forth in this article 24.

24.2 Negotiation

A party that wishes a dispute to be resolved will give a written notice (the "**Dispute Notice**") to the other party whereupon each Party will promptly designate a senior officer or senior representative and such designated

officers and representatives will attempt in good faith to resolve the dispute by negotiation. All reasonable requests for relevant information relating to the dispute made by a Party will be honoured.

24.3 Mediation

- 24.3.1** If the Parties are unable to resolve the dispute through negotiation within 15 business days of the date that the Dispute Notice was delivered as provided in section 24.2, either Party may give notice to the other Party requesting mediation of the dispute. Following such notice being given, the Parties will appoint a qualified, impartial and experienced individual (the "**Mediator**") to serve as a mediator in connection with the dispute.
- 24.3.2** If the Parties are unable to agree on the Mediator within 15 business days of the notice referred to in subsection 24.3.1 then, upon application by any Party, the Mediator will be appointed by the British Columbia International Commercial Arbitration Centre or, if such Centre is unable or does not appoint the Mediator, the Mediator will be appointed by the Supreme Court of British Columbia upon application by a Party.
- 24.3.3** Within 10 business days of the appointment of a Mediator, each Party will provide the Mediator and each other with a written statement of its position in respect of the dispute and a summary of the arguments supporting its position.
- 24.3.4** The Mediator will meet with the Parties either together or separately as the Mediator in his or her sole discretion determines in an attempt to resolve the dispute through mediation. The mediator will be permitted to request additional information from the Parties, which requests will not be unreasonably denied, and will be permitted to engage experts. The cost of the Mediator and of any experts retained by the Mediator will be borne equally by the Parties unless the Mediator determines otherwise.

24.4 Arbitration

If a dispute is not resolved within 30 business days after the appointment of the Mediator then, upon application by any Party, the dispute may be referred to and resolved by a single arbitrator (the "**Arbitrator**") pursuant to the *Commercial Arbitration Act (British Columbia)*. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be

conclusive, final and binding on both Parties. The costs of the Arbitrator shall be borne equally by the Parties unless the Arbitrator determines otherwise.

- 24.5** If a party issued a Dispute Notice, it shall concurrently give notice to any Mortgagee, and any such Mortgagee may participate fully in any proceedings under this article 24 if in its reasonable opinion the outcome may affect such Mortgagee's security.

25. NON-DISTURBANCE

- 25.1** The Lessor hereby covenants, to and in favour of the Lessee and to and in favour of and for the benefit of every Sublessee, Mortgagee, licensee, permittee, or holder of any other interest in the Lessee's leasehold estate hereunder or in any interest derived therefrom (each of which parties is herein called an "**Interested Party**"), that if this Lease is cancelled for any reason whatsoever prior to the expiration of the Term or if any rights of the Lessee hereunder are cancelled, suspended or otherwise, and as a result, the possession, interest or rights of any such Interested Party in respect of the Lands during the Term are interfered, provided that such Interested Party observes and performs for and in favour of the Lessor, its covenants and obligations contained in its sublease, Mortgage, licence, permit, concession or other instrument under which such Interested Party's interest in respect of the Lands arises, the Lessor will sign such agreements as may be reasonably requested and will not disturb or interfere with the rights and interests of the Interested Party and will allow such rights and interests to continue notwithstanding a termination of this Lease, but subject always to payment of the Lessor's reasonable legal costs and other costs without delay, to confirm the Lessor's agreements relating thereto.

26. OTHER ENCUMBRANCES

- 26.1** The Lessor will authorize the granting of or will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by any Authority or approving Authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose, provided the Lessor will not be obliged to incur any costs in connection therewith.

27. GENERAL PROVISIONS

27.1 Lessee's Covenants at Own Expense

27.1.1 Without limiting subsection 4.6.1, all of the Lessee's covenants are at its own expense.

27.2 Joint and Several

27.2.1 If the Lessee is comprised of more than one Person, then all of the Lessee's covenants are deemed to be joint and several.

27.3 All Terms are Covenants

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

27.4 Survival of Obligations

27.4.1 If a provision 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 covenants pertaining to it, and the Lessee's entry on 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.

27.5 Governing Law

27.5.1 This Lease will be governed by, and is to be interpreted in accordance with, the applicable laws of Canada, British Columbia and the TWN.

27.6 No Modifications

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

27.7 Time is of the Essence

27.7.1 Time is of the essence in this Lease.

27.8 No Presumption

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

27.9 Severability

27.9.1 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.

27.10 Binding on Successors

27.10.1 This Lease will be for the benefit of, and be binding upon, the heirs, executors, administrators, successors, assigns, future Band Councils and members of the TWN and other legal representatives, as the case may be, of each Party.

27.11 No Waiver

27.11.1 No condoning, excusing, or overlooking by the Lessor of any default of the Lease operates as a waiver of, or otherwise affect the rights of, the Lessor in respect of any continuing or subsequent default.

27.11.2 No waiver will be inferred from anything done or omitted to be done by the Lessor, but only from an express waiver in writing.

27.12 No Assumption of Responsibility by Lessor

27.12.1 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.

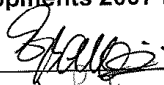
27.13 Other Assurances

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

EXECUTED in the presence of:

As to the Lessee's authorized signatories

JOEL A. CAMLEY
BARRISTER & SOLICITOR
SUITE 2300 650 BURNARD STREET
P.O. BOX 30, VANCOUVER, B.C. V6C 2B5
TELEPHONE (604) 443-7602

) Takaya Developments (2007) Ltd. in its
) capacity as General Partner of Takaya
) Developments 2007 Limited Partnership
)
) 
) (signature) Patrick S. Y. Wong
)
) _____
) (name of person signing)
)

SCHEDULE "A" – DEFINITIONS

"Additional Rent" means the amounts set out in section 4.4.

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

"Applicable Laws" means, in respect of the Lands, applicable law, statute, by-law, ordinance, regulation or lawful requirement of the federal or provincial government or authority, the TWN or the Band Council or any public utility lawfully acting under statutory power.

"Arbitrator" shall have its meaning defined in section 24.4.

"Architect" means a person who is registered or licensed as a professional architect under the *Architects Act*, R.S.B.C. 1996, c. 17, and any regulations made under it, all as amended or replaced from time to time.

"Artifact" means any burial site, human remains, or any Indian artifact of archaeological or cultural interest.

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

"Band Council" means the lawfully elected governing body of the TWN.

"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.

"Commencement Date" means the date first written on page one of this Lease.

"Contaminant" includes 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.

“Engineer” means a person who is registered or licensed as a professional engineer under the *Engineers and Geoscientists Act*, R.S.B.C.1996, c.116, and any regulations made under it, all as amended or replaced from time to time.

“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 applicable 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.

“FNGST” means the First Nations Goods and Services Tax which is 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.

“Insurance” means any insurance referred to in section articles 14, 15, 16 and 17.

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

Lot 79-17-1
Burrard Inlet Reserve No. 3
as shown on survey plan CLSR 92587

excepting all minerals.

“Lease” means this lease agreement, and includes any Schedules

“Mortgage” means any mortgage charging the leasehold interest of the Lessee or any Sublessee, as the case may be, in all or any part of 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.

“Party” means a party to this Lease and **“Parties”** means the Lessor, and the Lessee.

“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.

“Prepaid Rent” means the amount set out in section 4.2.

“Prime Rate” means the prime rate established by the Royal Bank of Canada from time to time to its most credit worthy commercial customers.

“Project” has the same meaning as in CEAA, but excludes any project on the “exclusion list”, as that term is defined in CEAA.

“Registry” means the office, known as the First Nations Land Registry, located in the National Capital Region that maintains the First Nations Land Register established under the *First Nations Land Management Act*, or any successor or replacement registry with registration jurisdiction over the Lands.

“Rent” means Additional Rent, Prepaid Rent, FNGST, and any interest on any of them.

“Reserve” means Burrard Inlet Indian Reserve No. 3, which has been set apart for the use and benefit of the TWN.

“Responsible Person” includes the Lessee’s directors, officers, servants, employees, agents, contractors and subcontractors, invitees, or any Person over whom the Lessee may reasonably be expected to exercise control or is in law responsible.

“Schedule” means an attachment to this Lease labelled 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.

“Sublessee” means the lessee in any sublease 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 a substantial part of the Improvements, 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 at the time this cost is calculated.

“Taxes” includes taxes, trade licences, rates, levies, duties, and assessments of any kind.

“Term” means the period commencing on the Commencement Date and expiring on August 31, 2109.

“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 Sublessee in, on, or which serve the Premises for the sole purpose of the Lessee or Sublessee carrying-on its trade in the Premises under article 3, but do not include Improvements or any inventory of the Lessee or any Sublessee.