

J 1112
CT #: 68706 (H)

J 050273

PROPERTY INDEX
Pt. _____ *pl*

PACIFIC VILLAGE

SUBLEASE

1960 MAY 16 11:04

AREA #8
Lots 1 - 2 Inclusive
Section 2-A,
Esquimalt District,
Plan 32956

THIS SUBLEASE made the 1st day of DECEMBER, 1979.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT" of British Columbia;

BETWEEN:

NAIDNI DEVELOPMENTS LTD., a company duly incorporated under the laws of the Province of British Columbia on the 11th day of April, 1974 under number 127,050 with a registered office at 126 - 3266 Cook Street, in the City of Victoria, in the Province of British Columbia, as to an undivided 75/300 share; and

LITWIN CONSTRUCTION (1973) LTD., a company duly incorporated pursuant to the laws of British Columbia on the 10th day of May, 1973 under number 118,325 with a registered office at 126 - 3266 Cook Street, in the City of Victoria, in the Province of British Columbia, as to an undivided 100/300 share; and

LITWIN CONSTRUCTION LTD., a company incorporated under the laws of British Columbia on the 26th day of February, 1958 under number 40,975 with a registered office at 126 - 3266 Cook Street, in the City of Victoria, in the Province of British Columbia, as to an undivided 50/300 share, and

TULL HOLDINGS LTD., a company incorporated under the laws of the Province of British Columbia on the 19th day of April, 1968 under number 79,216 with a registered office at 202 - 1207 Douglas Street, in the City of Victoria, in the Province of British Columbia, as to an undivided 75/300 share;

(Hereinafter called the "Sublessor")

OF THE FIRST PART

AND:

OF THE SECOND PART

WHEREAS:

A. Her Majesty the Queen in Right of Canada ("Her Majesty") is the registered owner of those lands known and described as Lots 1 - 5 inclusive, Section 2-A, Esquimalt District, Plan 32956 (herein called "the Lands");

B. The Lands are part of New Songhees Indian Reserve No. 1A ("the Reserve") which has been set apart for the use and benefit of the Songhees Band of Indians, ("the Band");

C. By a Head Lease, dated the 22nd day of June, 1979 Her Majesty leased to the Sublessor the Lands for a term of sixty-five (65) years commencing the 18th day of March, 1979;

D. The Lessor wishes to lease the Lands to the Lessee and subject to the terms and conditions in the aforementioned Head Lease the Lessee intends to construct thereon a residential dwelling unit for the express purpose of gaining rental income therefrom.

1. CONDITIONS

In this lease unless there is something in the context inconsistent therewith, the parties agree that:

1.01 Aggregate Rent Payable

"Aggregate Rent Payable" means the total of all monies due and payable by the Sublessor to Her Majesty pursuant to the terms of the Head Lease;

1.02 Common Areas

"Common Areas" means those areas that are designated (which designation may be changed from time to time) by the Sublessor as common areas for the common or joint use of the Sublessees and shall without limiting the generality of the foregoing include roadways, sidewalks, and all of the Lands that do not form part of the Demised Premises;

1.03 Contingency Reserve Fund

"Contingency Reserve Fund" means a fund to be held in for the benefit of the Sublessees for the purpose of providing a reserve fund for payment of unforeseen or foreseeable future expenses and it shall be five percent of the total annual budget until the reserve reaches an amount that the Sublessor considers sufficient having regard to the type of buildings, and thereafter to raise such further amounts or replacement of funds from time to time to adequately maintain the fund;

1.04 Demised Premises

"Demised Premises" means that portion of the Lands to which exclusive use is granted to the Sublessee together with any structure erected thereon.

1.05 Head Lease

"Head Lease" means the lease made between Her Majesty The Queen in Right of Canada and the parties named herein as "sublessor" and dated the 22nd day of June, 1979 and covering that certain parcel or tract of land situate lying and being in the New Songhees Indian Reserve No. 1A in the Province of British Columbia, more particularly known and described as Lots 1 - 5 inclusive, Section 2-A, Esquimalt District, Plan 32956;

1.06 Operating Expenses

"Operating Expenses" in this Lease means the total amount paid or payable by the Sublessor in order to properly maintain and operate the said Demised Premises, the Common Areas or the Lands, and without limiting the generality of the foregoing expenses in heating the common areas of any units, electricity for Common Areas, window cleaning, fire, casualty liability and other insurance, utilities, service and maintenance contracts with independent contractors or property managers, water rates, taxes, business licences, janitorial service, building maintenance service, resident manager's salary (if applicable) and legal and accounting charges and all other expenses paid or payable by the Sublessor in connection with the Demised Premises, the Common Areas therein, or the Lands. Prior to the commencement of each calendar year during the Term, the Sublessor or his agent, shall furnish to the Sublessee an estimate of the Operating Expenses for the calendar year, and one twelfth (1/12) of the Sublessee's share of such estimated Operating expenses to be due and payable on the first day of each and every month during such calendar year save and except that if the Operating expenses are for a period less than a full calendar year they shall be apportioned in accordance with the percentage as set forth in Schedule "A", and paid on the 1st day of each month until the beginning of the next calendar year. In the event that the actual Operating expenses in any calendar year exceed the estimated Operating expenses for that calendar year, the Sublessee agrees to pay, within thirty (30) days of written demand by the Sublessor the Sublessee's share of such excess and in the event that the actual Operating expenses in any calendar year is less than the estimated Operating expenses for that year the Sublessee's share of operating

expenses for the following year shall be reduced accordingly. The actual Operating expenses shall be calculated by the Sublessor for each calendar year and shall be certified by the auditors of the Sublessor in accordance with generally accepted accounting principles;

1.07 Sublessee's Share

"Sublessee's Share" means the proportion of the Operating Expenses and the proportion of Aggregate Rent Payable chargeable to the Sublessee in accordance with the percentage terms as set forth in Schedule A attached hereto;

2. PREMISE

WITNESSETH THAT in consideration of inter alia the covenants and agreements hereinafter reserved and contained on the part of the Sublessee to be observed and performed, the Sublessor hereby demises and leases unto the Sublessee subject to the Terms, covenants and conditions as hereinafter set forth, the Demised Premises described as Area #8 more particularly set forth on the Explanatory Plan attached hereto and outlined in red.

3. TO HAVE AND TO HOLD the same unto the Sublessee for the term commencing on the 18th day of March, 1979, and ending on the 16th day of March, 2044, (hereinafter called the "Term").

4. Yielding and paying therefore during the term hereof, subject to the terms of this Sublease and the Head Lease the following sums:

(a) For the first ten year period the Term of the Lease the sum of NINE THOUSAND TWO HUNDRED AND FORTY DOLLARS (\$9,240.00), shall be discounted at eleven percent (11%) in accordance with the following table, yielding therefor the sum of SIX THOUSAND AND FORTY DOLLARS (\$6,040.00) and which said sum shall be paid in advance upon the execution hereof.

<u>Year</u>	<u>Present Value Factor</u>	<u>Annual Rent</u>	<u>Discounted Amount</u>
1	1.000	\$924	\$ 924
2	.901	924	832
3	.812	924	750
4	.731	924	675
5	.659	924	609
6	.594	924	549
7	.535	924	494
8	.482	924	445
9	.434	924	401
10	.391	924	361
			<u>\$6,040</u>

- (b) For the balance of the lease term the Lessee shall pay a sum equal to a pro rata share of the Lease payment required to be paid by the Lessor under the Head Lease.

Pro Rata Share - means the gross rental payable by the Lessor under the Head Lease divided by the Total Number of dwelling units Constructed on the Lands demised to the Landlord under the Head Lease.

PROVIDED always and it is hereby understood and agreed by and between the parties hereto that the Sublease of the Demised Premises is subject to the provisions of the Head Lease and to the provisions of the Indian Act, R.S.C. 1970, Chapter 1-6, as may be amended from time to time or its equivalent legislation at such time and the regulations thereunder.

5. The Sublessee covenants with the Sublessor as follows:

5.01 Rent

To Pay Rent;

5.02 Operating Expenses

To Pay Operating Expenses;

5.03 Taxes

To pay and discharge all Taxes when due, and if the Taxes are not duly paid and discharged the Sublessor may pay and discharge Taxes and any such payment shall be added to the Rent and shall be due and payable to the Sublessor immediately. The Taxes include all taxes, rents, levies, duties, charges, and assessments whatsoever now or hereafter assessed, levied or charged by a competent governmental authority upon the lands. If a single tax notice is sent to cover the total taxes payable on the Lands and the improvements, buildings and fixtures therein, the taxes shall be payable by such Sublessee in accordance with the percentages set forth in Schedule A;

5.04 Pay

To pay as additional rent as and when the same comes due any monies owing by the Sublessee to the Sublessor or any of them for construction upon the Demised Premises, and to execute and grant a mortgage of this Sublease for such monies if so required, and to pay and satisfy all payments due under any and all mortgages of this Sublease, and if any mortgage payments are not paid when due the Sublessor may pay and satisfy the mortgage payments and any such payments shall be added to the Rent and shall be due and payable to the Sublessor immediately;

5.05 Rates

To pay and discharge when due all charges and rates for electricity, gas, water and other utilities supplied to the Demised Premises;

5.06 Obey Bylaws

To comply with and at his own expense perform, observe and execute all laws, rules, orders, directions or ordinances of every public or local authority or agency and to cause his servants, agents, employees, invitees, licences, contractors to comply with all laws, rules, orders, directions or ordinances. If the Sublessee shall contest the validity or applicability of any laws, rules, orders, directions or ordinances the Sublessor shall indemnify and save harmless the Sublessor from all loss, damage, and expense suffered by the Sublessor by reason of the Sublessee contesting the validity or applicability of such laws and shall furnish the Sublessor with such security as may be required by the Sublessor;

5.07 Repair

To repair at its own cost and expense, maintain and keep the Demised Premises all equipment and fixtures including without limitation all doors, windows, heating, ventilating, plumbing and electrical equipment and fixtures within the Demised Premises, in good order and repair as a careful owner would do, reasonable wear and tear only excepted, and to perform such maintenance and to effect such repairs and replacements and to decorate at its own cost and expense as and when necessary or reasonable required by the Sublessor;

5.08 That the Sublessor or his servants or agents may enter and view the state of repair and that the Sublessee shall repair according to notice. If the Sublessee fails to effect such repairs promptly, the Sublessor may enter upon the Demised Premises, effect such repairs and charge the costs thereof together with a supervising fee of Ten Percent of such costs to the Sublessee and the Sublessee shall pay such costs and fee to the Sublessor on demand;

5.09 Sublessee to Insure

During the term of this Sublease that the Sublessee shall at its sole cost and expense, insure and keep insured all improvements constructed on the Demised Premises against loss or damage by fire with an extended coverage endorsement in an amount equal at all times to not less than full cost replacement insurable value, on forms and in companies licenced to carry on business in British Columbia satisfactory to the Sublessor. Policies for such insurance shall be

for the mutual benefit of the Minister, the Sublessor, the Sublessee or any loss payee, each as their respective interests may appear. The Sublessee agrees to furnish the Sublessor with certificates evidencing such policies immediately after the same are issued and to furnish the Sublessor with a certificate of renewal at least five days prior to the date of the expiration of any policy in force or other evidence satisfactory to the Sublessor establishing that the insurance has been renewed. In the event the Sublessee fails to effect such insurance or renewal thereof or to furnish the certificates to the Sublessor, the Sublessor may procure such insurance and the premium paid by the Sublessor therefor shall be deemed to be rent and immediately due and payable by the Sublessee to the Sublessor and collectable together with interest thereon at the rate herein provided until fully paid and satisfied;

5.10 Sublessee To Repair In Event Of Damage

That if any building or other improvement constructed at any time upon the Lands forming part of the Demised Premises during the term hereof suffers damage or is destroyed, the Sublessee covenants to diligently repair, remodel, alter, or restore the same to a value substantially the same as the replacement cost as the same had before such damage or destruction; or alternatively the Sublessee shall with reasonable diligence construct a new building on the site of the damaged or destroyed building which new building shall be of a value of not less than the replacement cost of the old building prior to its damage or destruction as the case may be. For the purposes of this subclause the value of the new building shall be the replacement cost of the damaged or destroyed building immediately prior to such damage or destruction as the case may be. If the Sublessor and Sublessee cannot agree on the replacement cost of the damaged or destroyed building as of such time, the matter shall be referred for determination to the Federal Court pursuant to Section 17 of the Federal Court Act as may be amended from time to time or its equivalent legislation at such time. The decision of the Federal Court will be final and binding on the parties hereto and the parties will bear the court costs in equal shares;

5.11 Public Liability Insurance

To obtain and maintain public liability insurance with a Company satisfactory to the Sublessor at his expense in a form approved in writing by the Sublessor against claims for personal injury, death, or property damage, occurring upon or about the Premises arising out of or resulting from the possession, occupation, use and control of the Premises by the Sublessee, his servants, agents, employees, invi-

tees, licences and contractors. If the Sublessee defaults premiums therefore the Sublessor may obtain and pay for the same, and any sums of money so paid shall be added to the Rent and shall be payable to the Sublessor immediately;

5.12 Insurance Proceeds To Be Used To Repair

That if the Premises are damaged or destroyed during the term by fire or any other causes insured against the Sublessee covenants that he shall repair, restore, or replace the premises so damaged or destroyed and agrees that any insurance proceeds shall be used to repair, restore or replace the improvements so damaged or destroyed. It is understood that the Sublessor shall have the right to approve the plans and specifications for the repair, replacement and restoration of the Premises. If the Sublessee shall fail to repair, replace, or restore the said Premises the Sublessor may;

- (a) Enter upon the Land to complete the repair, restoration and replacement of the premises and the Sublessee shall reimburse the Sublessor for the cost thereof, and any sum so expended shall be added to the rent and shall be payable to the Sublessor immediately, or
- (b) Terminate this Lease subject to the leasehold mortgagee's right to cure the default;

5.13 Rebatement of Rent

If the dwelling unit or other structure of the Demised Premises is damaged or destroyed by fire or other tempest so that it is not habitable the rent shall not cease, provided that if the Demised Premises cannot be repaired or rebuilt within ninety (90) days and made fit for occupancy the Sublessor may at its sole option terminate the sublease by giving thirty (30) days notice to the Sublessee, and thereupon rent and all other payments hereunder for which the Sublessee is liable shall be apportioned and paid to the date of such damage; and any monies paid by the insurer shall be divided between Her Majesty, the Sublessor, the Sublessee, and the Mortgagee and any other loss payee as the parties agree that their respective interests may appear, and in default of an agreement by reference to the Federal Court of Canada.

5.14 Nuisance

Not to use or permit the Demised Premises to be used for any activity which may be a nuisance;

5.15 Not To Remove Improvements

Not to remove the improvements or any part thereof from the Lands nor demolish the Improvements or any part thereof at any time during or at the expiration of the term;

5.16 Not To Cut Down Trees

Not to cut down any trees situate on the Lands without the prior written consent of the Sublessor except that this restriction shall not apply to trees located within the boundaries of the foundations of the Demised Premises or required to be removed in accordance with good construction practice;

5.17 Maintain Lands And Common Areas

To maintain the gardens and grounds of the Lands and the Common Areas in good order, to carefully preserve the trees which are now or may at any time during the term be on the Lands, and to exercise control of noxious weeds on the Lands;

5.18 Not To Sublet

Not to sublet, give any licence to occupy, nor part with possession of the Lands or Demised Premises or any part thereof except with the consent of the Sublessor which consent is not to be unreasonably withheld;

5.19 Not To Leave Vacant

Not to leave the Demised Premises for more than ninety (90) consecutive days without the prior written consent of the Sublessor which will not be unreasonably withheld;

5.20 To Leave In Good Order

To leave the Demised Premises in good repair and to peaceably yeild up and deliver unto the Sublessor the Demised Premises in good repair at the expiration or earlier termination of the term, free of all claims whatsoever and without the payment or allowance by the Sublessor of any sum of money whatsoever to the Sublessee;

5.21 Provide Receptacles For Garbage

To provide receptacles for rubbish and refuse of all kinds and to attend to the removal of rubbish and refuse from the Lands and the Demised Premises at regular intervals if there is no garbage removal service, and to keep, store or leave upon the Lands or the Demised Premises during the term of this Lease any rubbish of any kind;

5.22 To Pay Interest,

To pay interest to the Sublessor on Rent or any other monies due hereunder in arrears at the rate of twelve (12) per cent per annum;

5.23 Private Dwelling Only

To use the Demised Premises for the purpose of a private residence only;

5.24 To Permit Entry To Make Repairs

To permit the Sublessor, its servants or agents to enter the Lands and Demised Premises for the purpose of making any repairs, alterations or improvements to the Demised Premises and the Sublessee shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby;

5.25 Waste

Not to suffer or permit the commission of any waste upon the Demised Premises;

5.26 Subdivision

That he will not subdivide the Demised Premises or any portion thereof;

5.27 Indemnification Of Sublessor

To indemnify and save harmless the Sublessor against any and all claims, suits, or causes of action by or on behalf of any person or persons, corporation or corporations, or any municipal or other governmental authority arising from the conduct or management of any forms of any work or things whatsoever done in or about the Demised Premises during the term of this Sublease or arising during the term from any condition of any building, structure, walk or driveway, or arising from the neglect or tort of the Sublessee, its agents, contractors, servants, or employees, or from any accident, damage, or injury whatsoever, however caused to any person or party in or about the Demised Premises during the term of this Sublease;

5.28 No Alterations Without Consent

Not to commence the erection or construction of any building or other improvements or additions thereto or make any alterations thereof unless and until the proposal to erect or construct such building or make such improvements, additions or alterations and proper plans, elevations and specifications thereof (setting forth all materials to be used

including specification of colour of exterior finish and specification of roofing materials to be used with details as to the quantities and qualities of all materials) together with a plan showing the location of the proposed building or other improvements on the Demised Premises with respect to the existing topography, finished ground elevations, and boundaries of such Demised Premises and particulars of the improvements and alterations to be done in connection with any such building shall have been first submitted to and approved in writing by the Sublessor, or if directed by the Sublessor by the Sublessor's consultants, who shall have the right and power to approve or reject the same and to fix a limit as to the time during which such approval shall be valid and the date for the completion of the work for which approval has been given. The sublessee shall pay all fees and disbursements of the Sublessor's consultants in connection with the inspecting of such documents and the granting of any such approval;

5.29 Seclusion of Liability

That the Sublessor shall not be liable to the Sublessee for the damage to or destruction of any property of the Sublessee or for the death or injury of or to the Sublessee, his invitees, licencees, agents or employees and either on the Demised Premises or on roadways or other Common Areas of the Lands;

5.30 Mechanics Lien

That if, during the term of this Sublease, any mechanics' or other liens for work, labour, service, or materials be filed in respect of or attach the Demised Premises or any portion thereof or to any building or other improvements erected therein or thereon, the Sublessee shall indemnify and save harmless the Sublessor from all costs incurred thereby and all claims, demands, and actions, at law or in equity arising or which might arise out of such mechanics' or other liens;

5.31 Remedy

That the Sublessor shall have the same rights and remedies for the recovery of all sums which the Sublessee covenants to pay to the Sublessor pursuant to this Sublease, as if such sums were rent in arrears;

5.32 Solicitors Fees

That in the event that it should be necessary for the Sublessor to retain the services of a solicitor for the purpose of collecting rent in arrears or other charges or in

endorsing the performance of any of the Sublessee's covenants the Sublessor shall be entitled to collect from the Sublessee all reasonable solicitors fees and expenses in respect thereof as if the same were rent reserved and in arrears hereunder;

5.33 Waiver Of Insurance

Notwithstanding any of the requirements as to insurance the Sublessor hereby waives the requirements of insuring for any period of time that Central Mortgage and Housing Corporation, may hold leasehold title on behalf of the mortgage insurance fund, to the extent that the Corporation is self-insured.

6. QUIET ENJOYMENT

The Sublessor covenants with the Sublessee for quiet enjoyment except that the expropriation of all or any part of the interest of the Sublessor in this lease by any governmental authority shall not constitute a breach of this covenant.

7. INTERRUPTION OF SERVICES

The Sublessor does not warrant that any service or facility provided by it in accordance with the provisions of this Sublease will be free from interruption by reason of causes beyond the reasonable control of the Sublessor including without limiting the generality of the foregoing, maintenance, repairs, strikes, riots, insurrections, labour disputes, accidents, fuel shortages, government intervention, force majeure and Acts of God. No such interruptions shall be deemed to be a disturbance of the Sublessee's enjoyment of the Demised Premises nor render the Sublessor liable for injury to or in damages to the Sublessee nor relieve the parties from their obligations under this Sublease.

8. EVENT OF DEFAULT

If the Sublessee shall at any time during the term hereof:

- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
- (b) be adjudicated a bankrupt or insolvent;
- (c) file any petition or institute any proceedings under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;
- (d) have the leasehold interest created hereunder seized in execution or by a process of law and not released within one hundred and twenty (120) days from the date of such seizure;

- (e) be subject to the appointment of a Receiver or a Trustee who is not discharged within one hundred and twenty (120) days from the date of such appointment;
- (f) fail to pay the rent reserved hereunder within ninety (90) days after being payable, whether formally demanded or not;
- (g) fail to pay taxes on the Demised Premises thereon to the appropriate authorities within ninety (90) days of their due date;
- (h) vacate the Demised Premises with monies under this Sublease owing to Her Majesty or the Sublessor;
- (i) fail to fulfill, perform or observe any other covenants herein contained, and such default continuing for a period of ninety (90) days after the Sublessor has given notice to remedy such fault;

it shall be lawful for the Sublessor, without further notice, to declare the term ended and this Sublease terminated and thereupon these presents and everything herein contained and the estate or term shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided the Sublessor shall nevertheless be entitled to recover from the Sublessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this Lease shall not be thereby prejudiced; PROVIDED FURTHER that in such event, the Sublessor or his agent may re-enter the said lands or any portion thereof, and thereafter have, possess and enjoy them as if this Sublease had not been made. PROVIDED ALSO that in the event of any such default, the Sublessee shall indemnify and save harmless the Sublessor his officers, servants and agents from all loss, damage, costs, and expenses resulting therefrom.

Provided always that if the interest of the Sublessee shall from time to time be mortgaged by the Sublessee, and if the Minister of Indian Affairs and Northern Development has in writing consented to such mortgage, then so long as such mortgage shall continue in force the Sublessor shall give the leasehold mortgagee written notice by prepaid registered mail or by personal service to the last address of such mortgagee known to the Sublessor, specifying the matters in default by the Sublessee and the leasehold mortgagee shall have such time as a diligent mortgagee would require, but not exceeding ninety (90) days after receipt of such notice to cure the matters in default. In the event of any breach or default of any of the covenants, terms and conditions of this Sublease, the holder of the leasehold mortgage shall be entitled, in order to avoid a forfeiture of the lease, to make any and all payments and do and perform all acts or things which may be necessary or required to prevent such forfeiture.

9. HOLD OVER

If the Sublessee shall continue to occupy the Demised Premises after the expiration of this Sublease and the Sublessor shall accept rent, the new tenancy thereby created shall be deemed to be a monthly tenancy and shall be subject to the covenants and conditions contained in this Sublease insofar as the same are applicable to the tenancy from month to month SAVE AND EXCEPT that the rental payable shall be as determined by the Sublessor.

10. NOTICE

Any notice required or contemplated by this Sublease shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed to the address of the party to whom such notice is to be given at the address of such party as given in the Sublease or to such other address as either party may notify the other of in writing during the term hereof and any such notice shall be effective and shall be conclusively deemed to have been received as of the day of such personal delivery or as of the second business day after the day of such mailing.

11. NO WAIVER (unless expressed in writing)

No term, condition, covenant or other provision herein shall be deemed to have been waived by the Sublessor unless such waiver be expressed in writing by the Sublessor. The waiver by the Sublessor of any breach by the Sublessee of any term, condition, covenant or other provision and the consent or approval of the Sublessor to any act by the Sublessee requiring the consent or approval of the Sublessor shall not be deemed to waive or render unnecessary such consents or approvals to any subsequent similar act by the Sublessor.

12. In the event the Central Mortgage and Housing Corporation holds the leasehold title on behalf of the mortgage insurance fund, then rental payments can be made under this Sublease directly to Her Majesty rather than to the Sublessor.

13. NO REMEDY EXCLUSIVE

No remedy conferred upon or reserved to the Sublessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

THE CORPORATE SEAL OF
LITWIN CONSTRUCTION (1973)
LTD. was hereunto affixed in the
presence of:

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

THE CORPORATE SEAL OF
LITWIN CONSTRUCTION LTD.
was hereunto affixed in the
presence of:

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

THE CORPORATE SEAL OF
TULL HOLDINGS LTD. was here-
unto affixed in the presence of:

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

SIGNED, SEALED AND DELIVERED
BY _____ in
the presence of:

Name: [Signature]

Address: 990 Ford Street
Second Floor

Occupation: Victoria, B.C.
Legal Secretary

This Sublease is consented to by the following:

THE MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

Per: [Signature]

SCHEDULE "A"

Schedule "A" to a Lease made as of the 1st day of December, 1979,

Between:

NAIDNI DEVELOPMENTS LTD., LITWIN CONSTRUCTION (1973) LTD., LITWIN CONSTRUCTION LTD., TULL HOLDINGS LTD., OF THE FIRST PART; and MICHAEL DAVID LITWIN, OF THE SECOND PART.

Area Number

Percentage

Explanatory Plan Number

8

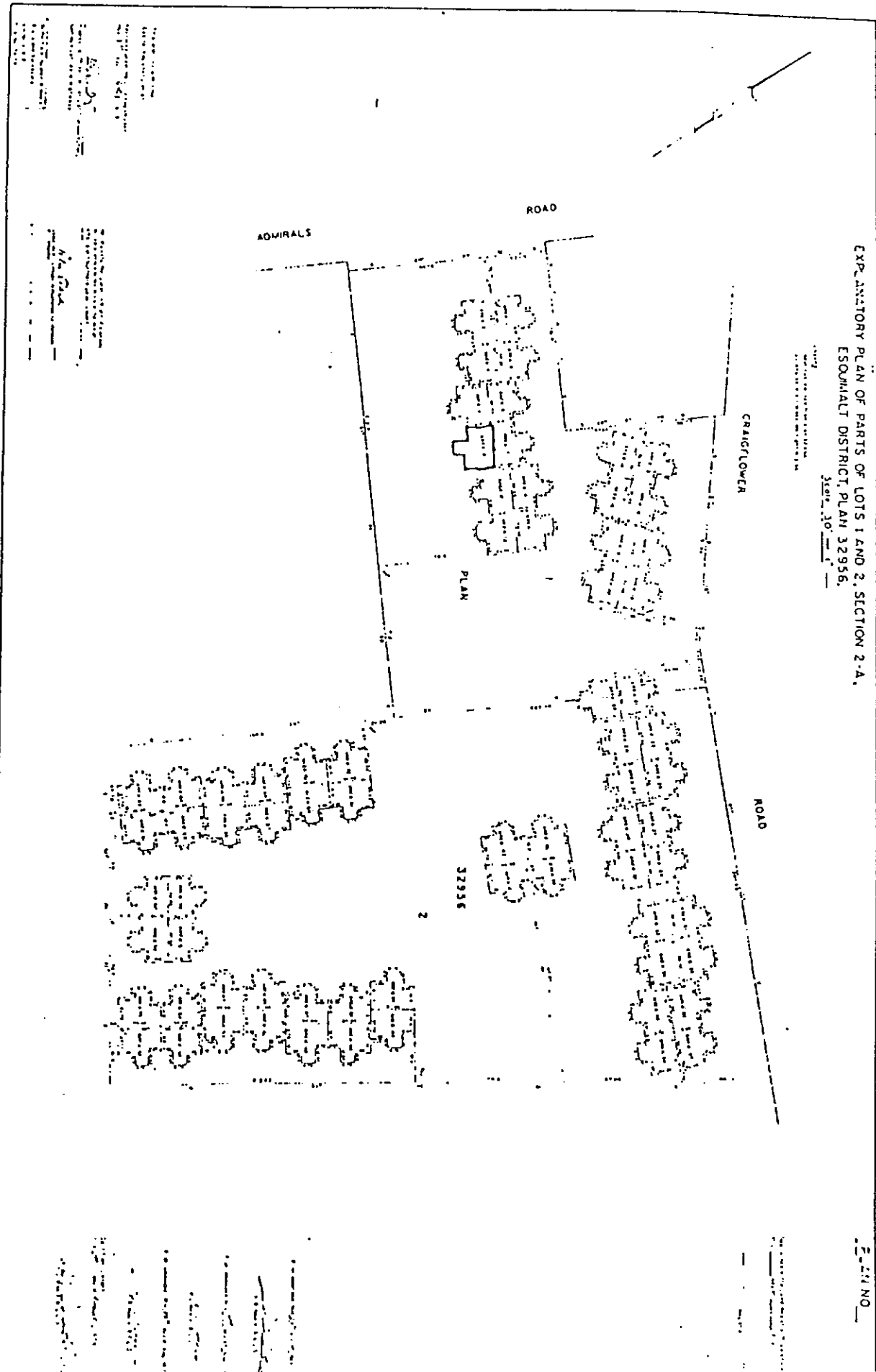
1.34863

AS FILED

SCHEDULE "B"

EXPLANATORY PLAN OF PARTS OF LOTS 1 AND 2, SECTION 2-A,
ESQUIMALT DISTRICT, PLAN 32956.

Scale 30' = 1" —



1. The area shown on this plan is the same as that shown on the original plan of the Esquimalt District, Plan 32956, and is subject to the same conditions and restrictions as those shown on the original plan.

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PLAN NO.