

**Schedule C - Form of Approved Prepaid Homeowner Lease**

[See attached.]

**PREPAID HOMEOWNER LEASE**

**TAZA PARK**

**BETWEEN:**

●

**(the “Lessor”)**

**AND:**

●

**(the “Lessee”)**

**UNIT NUMBER(S) [●]**

**UNIT FACTOR(S) [●]**

## TABLE OF CONTENTS

<b>1. DEFINITIONS AND SCHEDULES.....</b>	<b>1</b>
1.1    Definitions. ....	1
1.2    In Writing / Written. ....	11
1.3    Schedules. ....	11
<b>2. LEASE / NON-DISTURBANCE AND MORTGAGE AGREEMENTS .....</b>	<b>11</b>
2.1    Grant of Lease. ....	11
2.2    Rights upon Expiry of Initial Term and Term. ....	11
2.3    Agreement to Deliver Registrable Form.....	15
2.4    His Majesty’s Non-Disturbance Agreement (Sub-Sublease). ....	15
2.5    Head Lease Mortgagee Non-Disturbance Agreement. ....	15
2.6    Prepaid Residential Lease Mortgagee Non-Disturbance Agreement. ....	15
2.7    Prepaid Homeowner Lease Non-Disturbance Agreement.....	16
<b>3. ENCUMBRANCES AND MINERALS .....</b>	<b>16</b>
3.1    Permitted Encumbrances. ....	16
3.2    Further Encumbrances Granted by His Majesty.....	16
3.3    Other Encumbrances.....	16
3.4    No Rights to Minerals.....	16
<b>4. USE OF THE UNIT(S) .....</b>	<b>17</b>
4.1    Permitted Uses.....	17
4.2    Restrictions on Development and Use.....	17
4.3    Signage. ....	17
4.4    Access Over Head Lease Lands. ....	17
4.5    Access Over Common Areas.....	17
4.6    No Nuisance. ....	17
4.7    No Waste. ....	18
4.8    Garbage and Debris. ....	18
<b>5. RENT .....</b>	<b>18</b>
5.1    Prepaid Rent. ....	18
5.2    Lessee to Pay. ....	18
5.3    Payment of Sales Taxes.....	18
5.4    Survival.....	19
<b>6. TAXES.....</b>	<b>19</b>
6.1    Real Property Taxes.....	19

6.2	Lessee’s Right to Appeal.....	19
6.3	Separate Assessment.....	19
6.4	Not Separately Assessed.....	20
6.5	Lessee’s Taxes.....	20
6.6	Proof of Payment.....	20
<b>7.</b>	<b>UTILITIES.....</b>	<b>20</b>
7.1	Utilities.....	20
7.2	Interruption of Services or Utilities.....	20
7.3	Lessee’s Responsibility.....	20
<b>8.</b>	<b>MEMBERSHIP IN HOMEOWNER CONDO CORPORATION..</b>	<b>21</b>
8.1	Membership in the Homeowner Condo Corporation.....	21
8.2	Power of Attorney.....	21
8.3	Maintenance of Membership in the Homeowner Condo Corporation.....	21
8.4	Assignment of Prepaid Residential Lease to Homeowner Condo Corporation. .....	22
8.5	Transition to Homeowner Condo Corporation.....	22
8.6	Insolvency of Homeowner Corporation.....	23
<b>9.</b>	<b>PROVISIONS RE: CONDO BUILDING DEVELOPMENT.....</b>	<b>23</b>
9.1	Condo Building Property Covenants.....	23
9.2	Boundaries of Units.....	23
9.3	Lessor Responsibility.....	24
9.4	Lessee’s Contributions.....	24
9.5	Lessee’s Collection and Use of Contributions.....	24
9.6	Rules and Regulations.....	24
<b>10.</b>	<b>TAZA GOVERNING BODY.....</b>	<b>25</b>
10.1	Taza Governing Body Directives, Rules and Regulations.....	25
10.2	Informational Communications.....	25
<b>11.</b>	<b>COMPLIANCE WITH HEAD LEASE AND PREPAID RESIDENTIAL LEASE.....</b>	<b>25</b>
11.1	Head Lessee’s Compliance with Head Lease.....	25
11.2	Lessee’s Covenants re: Head Lease.....	25
11.3	Lessor’s Covenants re: Prepaid Residential Lease.....	26
11.4	Lessee’s Covenants re: Prepaid Residential Lease.....	27
<b>12.</b>	<b>COMMITMENTS, PRINCIPLES AND COVENANTS RE: THE NATION.....</b>	<b>27</b>
12.1	Commitments and Principles.....	27
12.2	Implementation of Exemptions From Taxation.....	28
12.3	Travel on Other Nation Lands.....	28

**13. Alterations ..... 28**

13.1 Consent Requirement. .... 28

13.2 Lessee May Develop and Construct. .... 28

**14. MAINTENANCE AND REPAIR ..... 28**

14.1 Lessee Maintenance and Repair. .... 28

14.2 Homeowner Condo Corporation Maintenance Obligations. .... 28

**15. LIENS ..... 29**

15.1 Lessor’s Responsibility..... 29

15.2 Lessee’s Responsibilities..... 29

**16. ENVIRONMENTAL MATTERS..... 30**

16.1 Compliance with Environmental Laws. .... 30

**17. LESSOR’S INSURANCE ..... 30**

17.1 Lessor’s Insurance. .... 30

**18. LESSEE’S INSURANCE..... 30**

18.1 Property Insurance..... 30

18.2 Homeowner Condo Corporation Insurance..... 30

18.3 Co-Insurance..... 30

18.4 Not Cause Cancellation. .... 31

18.5 Certificates of Insurance..... 31

18.6 Release..... 31

**19. COMPLIANCE WITH APPLICABLE LAWS ..... 31**

19.1 Compliance With Applicable Laws..... 31

19.2 Copies of Notices..... 31

19.3 Authorization to Receive Information..... 31

19.4 Fire Services. .... 31

19.5 Lessee Contest or Appeal. .... 31

**20. ASSIGNMENT ..... 32**

20.1 Exceptions. .... 32

20.2 Assignment - General. .... 32

20.3 Assignment Agreement. .... 32

20.4 Homeowner Condo Corporation Interest. .... 32

20.5 Release of Assigning Lessee. .... 32

**21. SUB-INTERESTS..... 33**

21.1 Sub-interests. .... 33

21.2	Residential Tenancies Permitted.....	33
21.3	Term of any Sub-interest. ....	33
21.4	Sub-interests not to Conflict. ....	33
21.5	Sub-interest Assignment and Mortgaging. ....	33
<b>22.</b>	<b>MORTGAGING .....</b>	<b>33</b>
22.1	Mortgaging by Lessee.....	33
22.2	Conditions of Enforcement Rights. ....	33
22.3	Lessor’s Lender Agreement.....	34
22.4	Unit Mortgages Insured by CMHC. ....	34
<b>23.</b>	<b>DAMAGE AND DESTRUCTION .....</b>	<b>35</b>
23.1	Damage or Destruction. ....	35
23.2	Repair and Replacement. ....	36
23.3	Determination not to Repair or Replace. ....	36
<b>24.</b>	<b>IMPROVEMENTS AND CHATTELS .....</b>	<b>36</b>
24.1	Improvements and Chattels. ....	36
<b>25.</b>	<b>INDEMNITY .....</b>	<b>37</b>
25.1	Lessee’s Indemnity. ....	37
25.2	CMHC and Unit Mortgagee. ....	37
<b>26.</b>	<b>QUIET ENJOYMENT.....</b>	<b>37</b>
26.1	Quiet Enjoyment.....	37
<b>27.</b>	<b>DEFAULT .....</b>	<b>37</b>
27.1	Non-Cancellable. ....	37
27.2	Lessee Default. ....	37
27.3	Notices to Unit Mortgagees.....	38
27.4	Entitlement to Cure.....	38
27.5	Remedies other than Termination.....	38
27.6	Remedies Cumulative / Concurrently Exercise.....	38
<b>28.</b>	<b>INSPECTIONS AND PERFORMANCE OF COVENANTS.....</b>	<b>38</b>
28.1	Inspections.....	38
28.2	Lessee Covenants.....	39
<b>29.</b>	<b>PERFORMANCE BY LESSOR.....</b>	<b>39</b>
29.1	Payment by Lessor.....	39
29.2	Performance by Lessor. ....	39
29.3	Recovery as Rent in Arrears.....	39

<b>30. ARREARS TO BEAR INTEREST.....</b>	<b>39</b>
30.1 Arrears to Bear Interest.....	39
<b>31. SURRENDER OF POSSESSION.....</b>	<b>40</b>
31.1 Surrender of Possession.....	40
<b>32. REPRESENTATIONS AND WARRANTIES .....</b>	<b>40</b>
32.1 Lessor’s Representations and Warranties.....	40
32.2 Lessee’s Representation and Warranty.....	40
32.3 Residential Tenancy Agreement and Assignment Representation and Warranty.....	41
<b>33. CERTIFICATES OF STATUS .....</b>	<b>41</b>
33.1 Certificates of Status.....	41
<b>34. DISPUTE RESOLUTION .....</b>	<b>41</b>
34.1 Arbitration.....	41
34.2 CMHC.....	42
<b>35. NOTICES .....</b>	<b>42</b>
35.1 Notices Must be in Writing.....	42
35.2 Addresses for Delivery.....	42
35.3 Deemed Delivery.....	43
<b>36. INTERPRETATION.....</b>	<b>43</b>
36.1 Certain Determinations by Lessor.....	43
36.2 Exercise of Discretion.....	43
36.3 References to Enactments.....	43
36.4 Non-Limiting.....	43
36.5 Headings.....	43
36.6 Internal References.....	44
<b>37. MISCELLANEOUS.....</b>	<b>44</b>
37.1 Entire Agreement.....	44
37.2 Amendments.....	44
37.3 No Waiver.....	44
37.4 Time.....	44
37.5 Force Majeure.....	44
37.6 Business Days.....	44
37.7 Number and Gender.....	45
37.8 Joint and Several.....	45
37.9 No Agency, Partnership or Joint Venture.....	45
37.10 Execution in Counterpart and Delivery.....	45

37.11 Enurement..... 45

**Schedule A Permitted Encumbrances**

**Schedule B Unit(s)**

**Schedule C Head Lease Mortgagee Non-Disturbance Agreement**

**Schedule D Prepaid Residential Lease Mortgagee Non-Disturbance Agreement**

**Schedule E Prepaid Homeowner Lease Non-Disturbance Agreement**

**Schedule F Assignment and Assumption of Prepaid Homeowner Lease**

**Schedule G Lessor Mortgage Agreement**

**Schedule H Unit Factor Schedule**

**PREPAID HOMEOWNER LEASE  
(● NAME OF DEVELOPMENT, TAZA PARK)**

THIS LEASE dated as of ●, 20●

BETWEEN:

●

(the “Lessor”)

AND:

●

(the “Lessee”)

**WHEREAS:**

- A. The Lessor is the lessee under the Prepaid Residential Lease in respect of the Development Lands;
- B. The Development Lands are reserve lands of the Nation and leased by the Head Lessee pursuant to the Head Lease in respect of the Head Lease Lands, and the Head Lessee granted the Prepaid Residential Lease to the Lessor;
- C. The Lessee agreed to purchase from the Lessor a sub-subleasehold interest in the Unit(s) pursuant to a Purchase Agreement;
- D. The Lessee wishes to sub-sublease the Unit(s) from the Lessor, and the Lessor has agreed to sub-sublease the Unit(s) to the Lessee in accordance with this Lease;
- E. In accordance with section 8.1, the Lessee is to be a member of the Homeowner Condo Corporation formed in respect of the Development; and
- F. The Lessor is to assign its interest in the Prepaid Residential Lease and this Lease to the Homeowner Condo Corporation in accordance with section 5.4 of the Prepaid Residential Lease, upon which the Homeowner Condo Corporation will become the Lessor under this Lease.

**THEREFORE** in consideration of the payment in full of the Prepaid Rent by the Lessee to the Lessor and the mutual covenants, agreements, duties and obligations set out in this Lease, the parties hereby covenant and agree as follows:

**1. DEFINITIONS AND SCHEDULES**

- 1.1 Definitions. In this Lease, including the above recitals, the following terms have the following meanings:

- (1) “**Alteration**” means any alteration, restoration, renovation, relocation, reduction, addition, expansion, reconstruction, removal, replacement, repair or modification in respect of the Unit(s).
- (2) “**Applicable Law**” means any applicable law, statute, by-law, ordinance, regulation or lawful requirement of any Governmental Authority.
- (3) “**Appraiser**” means a qualified and licensed, to the extent licensing is available at the time, real estate appraiser.
- (4) “**Assessed Value**” has the meaning assigned to it in section 2.2(4).
- (5) “**Business Day**” means any day that is not a Saturday, a Sunday, a statutory holiday in Alberta, Easter Monday, Boxing Day, National Indigenous Peoples Day, or any other day designated by the Nation as an official holiday for which the Nation’s administrative offices are closed.
- (6) “**Claim**” means any past, present or future demand, claim, cause of action, suit, litigation or proceeding of any kind or nature whatsoever.
- (7) “**CMHC**” means Canada Mortgage and Housing Corporation or its successor;
- (8) “**Commencement Date**” means the date of the commencement of the Term, as set out in section 2.1.
- (9) “**Common Property**” has the meaning assigned to it in the Prepaid Residential Lease.
- (10) “**Condo Building Budget**” means the Condo Building Budget in place from time to time as required pursuant to the Condo Building Property Covenants.
- (11) “**Condo Building Plan**” means Canada Lands Surveys Records Plan ● as may be amended from time to time in accordance with the Prepaid Residential Lease.
- (12) “**Condo Building Property Covenants**” has the meaning assigned to it in the Prepaid Residential Lease.
- (13) “**Contaminant**” includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, designated material or substance, each as defined in or pursuant to any applicable Environmental Law.

- (14) **“Contribution”** means any Contribution (as defined in the Condo Building Property Covenants) attributable to the Unit(s) or the Lessee’s interest in the Unit(s).
- (15) **“Court”** means a court of competent jurisdiction over the Development Lands and the parties to the Claim;
- (16) **“Damages”** means any loss, cost, damage, expense, liability, fine or penalty of any kind or nature whatsoever, including those in respect of negligence, negligent misrepresentation or misstatement, failure to warn, nuisance or other tort, injury to property, personal injury, death, contract damages or debt, economic loss, consequential damage and any reasonable legal or other professional fee or disbursement and any tax on any of the foregoing.
- (17) **“Developer”** has the meaning assigned to it in the Prepaid Residential Lease.
- (18) **“Development”** means the Development Lands and the buildings, infrastructure and other Improvements located on the Development Lands.
- (19) **“Development Improvements”** means the “Improvements” as defined in the Prepaid Residential Lease;
- (20) **“Development Lands”** means that part of the Head Lease Lands described as follows:  
  
Lot 153, Canada Lands Surveys Records Plan 113913
- (21) **“Development Units”** means all of the Units (as defined in the Prepaid Residential Lease) including the Unit(s), and **“Development Unit”** means any of such units.
- (22) **“End of Term Notice”** means an End of Term Notice to be provided by the Nation to the Lessor pursuant to the terms of the Prepaid Residential Lease.
- (23) **“Environment”** means the components of the earth and includes:
- (i) air, lands and water;
  - (ii) all layers of the atmosphere;
  - (iii) all organic and inorganic matter and living organisms; and
  - (iv) the interacting natural systems that include the components referred to in paragraphs (i), (ii) and (iii) of this definition,
- and **“Environmental”** has a corresponding meaning.

- (24) **“Environmental Law”** means:
- (i) any Applicable Law relating, in whole or in part, to the assessment or protection of the Environment; and
  - (ii) any decision, determination, mitigation measure, standard, code, guideline or environmental protection measure made pursuant to any such Applicable Law.
- (25) **“Extension Period”** has the meaning assigned to such term in section 2.2(2)(i).
- (26) **“Extension Rent”** has the meaning assigned to it in the Prepaid Residential Lease.
- (27) **“Former Homeowner”** means any prior holder of the sub-subleasehold interest under a Prepaid Homeowner Lease.
- (28) **“Governmental Authority”** means any federal, provincial, regional, municipal or local government or governmental authority (including His Majesty and the Nation), office or official having jurisdiction, or any political subdivision of any of them, or any entity, authority, agency, Court or other person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, governmental authority, office or official or other political subdivision thereof.
- (29) **“Head Lease”** means the lease dated September 28, 2018 in respect of the Head Lease Lands issued by His Majesty in favour of Tsuut’ina Land Development Limited Partnership, by its general partner, Tsuut’ina Land Development GP Inc. (the **“Nation Partnership”**) and registered in the Registry under instrument number 6109935, as assigned by the Nation Partnership to the Head Lessee pursuant to an assignment registered in the Registry under number 6110316, and as further amended at any time and from time to time.
- (30) **“Head Lease Lands”** means the lands situated on Tsuu T’ina Nation Reserve No. 145 and legally described as follows:
- Parcel Identifier Number 703019901  
Lot 37, Canada Lands Surveys Records Plan 103721
  - Parcel Identifier Number 703019902  
Lot 38, Canada Lands Surveys Records Plan 103678
- (31) **“Head Lease Mortgage”** means any Mortgage granted by the Head Lessee and charging the Head Lease and the Head Lessee’s interest in the Head Lease Lands.

- (32) “**Head Lease Mortgagee**” means the holder of any Head Lease Mortgage.
- (33) “**Head Lessee**” means Tsuut’ina-Canderel Land Development Limited Partnership, by its general partner, TTN-C Land Development GP Inc., and its successors and permitted assigns of the Head Lease.
- (34) “**His Majesty**” means His Majesty the King in right of Canada, as represented by the Minister.
- (35) “**Homeowner Condo Corporation**” means [●] Homeowner Corporation, a corporation incorporated under the *Canada Not For Profit Act* (Canada), and its successors and permitted assigns.
- (36) “**Homeowner Condo Corporation Bylaws**” means the bylaws of the Homeowner Condo Corporation, as amended and in effect at any time and from time to time.
- (37) “**Homeowner Condo Constating Documents**” means each of the articles of incorporation of Homeowner Condo Corporation, as amended from time to time, Homeowner Condo Corporation Bylaws and the articles and Unanimous Members Agreement, as amended and in effect at any time and from time to time.
- (38) “**Homeowner Extension Rent**” means the basic rent payable by the Lessee for the Extension Period.
- (39) “**Improvements**” means any buildings, structures, works, facilities, infrastructure, services, landscaping, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to the improvements), made by any Former Homeowner, the Developer, or the Lessee that are in compliance with this Lease, the Architectural Guidelines (as defined in the Prepaid Residential Lease), Taza Development Approval Requirements (as defined in the Prepaid Residential Lease) and Applicable Laws, and situated on, within, under or above the land or premises, as the context permits or requires, but excludes Personal Fixtures.
- (40) “**Indian Act**” means the *Indian Act*, R.S.C. 1985, c. I-5, as amended, superseded and replaced at any time and from time to time.
- (41) “**Initial Term**” has the meaning assigned to such the term of this Lease in Section 2.1.
- (42) “**Interest Rate**” means the Prime Rate plus 5% per annum.
- (43) “**Lease**” means this Prepaid Homeowner Lease between the Lessor and the Lessee, including the Schedules hereto, as amended at any time and from time to time.

- (44) “**Lessee**” means ●, and its successors and permitted assigns.
- (45) “**Lessee Party**” means the holder of any Sub-interest or any other person claiming under or through the Lessee or who is otherwise occupying, in each case in compliance with this Lease and all Applicable Laws, all or any part of the Unit(s) in reliance on this Lease.
- (46) “**Lessee’s Assessed Value Share**” means the proportion represented by the fraction which has as its numerator the Assessed Value of the Unit(s) and as its denominator the aggregate of Assessed Values of all of the Development Units, including the Unit(s).
- (47) “**Lessee’s Proportionate Share**” in respect of any amount means the proportion of such amount represented by the fraction which has as its numerator the Unit Factor(s) of the Unit(s) and as its denominator the aggregate of the Unit Factors of all of the Development Units, including the Unit(s), as set out in the Unit Factor Schedule.
- (48) “**Lessee’s Representatives**” means the Lessee’s officers, directors, employees, agents, contractors, subcontractors, consultants and other representatives, or any other person for whom the Lessee is responsible at law.
- (49) “**Lessee’s Taxes**” means the aggregate of:
- (i) all taxes imposed upon the Lessee which are attributable to the personal property, furnishings, fixtures, equipment and Improvements within or upon the Unit(s), including Real Property Taxes imposed upon the Unit(s) whether imposed directly on the Lessee or imposed upon the Lessor;
  - (ii) all taxes imposed upon the Lessee which are attributable to any business, income or occupancy of the Lessee or any other occupant of the Unit(s);
  - (iii) all taxes imposed upon the Lessee which are attributable to its membership in the Homeowner Condo Corporation; and
  - (iv) the Lessee’s Proportionate Share of all Real Property Taxes imposed on upon the Common Property.
- (50) “**Lessor**” means ● and its successors and permitted assigns of the Prepaid Residential Lease.
- (51) “**Lessor’s Representatives**” means all directors, officers, staff, employees, agents, contractors, subcontractors and consultants of the Lessor, or any other person for whom the Lessor is responsible at law.

- (52) **“Mortgage”** means an instrument evidencing any loan or indebtedness which is secured in whole or in part by a charge against land or an interest in land, including a leasehold interest in land, and includes all renewals, modifications, consolidations, replacements and extensions of such instrument, loan or indebtedness, and whether by debenture, mortgage, deed of trust, general security agreement, pledge, charge or other security whatsoever, and any assignment of leases, rents, contracts permits or rights or any other assignment in connection therewith.
- (53) **“Nation”** means Tsut’ina Nation.
- (54) **“Owner”** shall have the meaning given it in the Condo Building Property Covenants.
- (55) **“Permitted Encumbrances”** means:
- (i) the permits, easements, liens, charges and encumbrances described in Schedule A;
  - (ii) any Head Lease Mortgage;
  - (iii) the Prepaid Residential Lease;
  - (iv) any Prepaid Residential Lease Mortgage;
  - (v) any other liens, charges and encumbrances granted in accordance with section 3.2 or section 3.3;
  - (vi) any interest or right granted prior to the Commencement Date which does not cause material interference with the Lessee’s use of or right to use the Development Lands in accordance with the terms of this Lease, and which would not materially reduce the value of the Lessee’s sub-subleasehold interest in the Development Lands; and
  - (vii) any other lien, charge or encumbrance agreed to by the Lessee, the Lessee hereby agreeing to act reasonably in agreeing to such lien, charge or encumbrance.
- (56) **“person”** means an individual, corporation, body corporate, partnership, joint venture, society, association or other unincorporated organization or any trustee, executor, administrator or other legal representative.
- (57) **“Personal Fixtures”** means the personal chattels installed or located within or upon the Unit(s) or Common Property during the Term by or on behalf of the Lessee or Residential Tenant (as defined in the Prepaid Residential Lease) that are of a temporary nature and would not normally be intended to form part of the Unit(s) or Common Property.

- (58) **“Prepaid Rent”** means the prepaid rent paid by the Lessee to the Lessor pursuant to the terms of the Purchase Agreement.
- (59) **“Prepaid Residential Lease”** means the lease dated [●] granted by Tsuut’ina-Canderel Land Development Limited Partnership, by its general partner, TTN-C Land Development GP Inc. to Crystal Creek Homes Inc. and registered in the Registry under number ●, as may have been or may hereafter be assigned in accordance with its terms, and as amended at any time and from time to time, but not in such manner as to adversely effect the rights of the Lessee under this Lease.
- (60) **“Prepaid Residential Lease Mortgage”** means any Mortgage granted by the Lessor and charging the Prepaid Residential Lease and the Lessor’s interest in the Development.
- (61) **“Prepaid Residential Lease Mortgagee”** means the holder of any Prepaid Residential Lease Mortgage.
- (62) **“Prime Rate”** means:
- (i) the floating annual rate of interest expressed as a percentage established from time to time by the main branch in Calgary, Alberta of the Reference Bank as the base rate it will use to determine rates of interest charged by it for Canadian dollar commercial demand loans made by it in Canada and designated by the Reference Bank as its “prime rate”; or
  - (ii) if at any time the Reference Bank does not publish its “prime rate”, then the Prime Rate will be such other similar rate as is established by the Lessor, acting reasonably.
- (63) **“Purchase Agreement”** means the Purchase Agreement (as defined in Schedule I to the Prepaid Residential Lease) entered into between the parties hereto.
- (64) **“Real Property Taxes”** has the meaning assigned to such term in section 6.1.
- (65) **“Reference Bank”** means Bank of Montreal, or its successor, or if at any time during the Term such bank does not exist, such other Canadian chartered bank designated by the Lessor, acting reasonably.
- (66) **“Registry”** means the Indian Lands Registry, or any successor registry or system applicable to the Development Lands.
- (67) **“Release”** means release, discharge, dispose, dump, emit, empty, escape, seep, deposit, spray, throw, place, flow, inject, leach, leak, pour, pump, spill or otherwise introduce or cause or permit to be introduced into the

Environment, and includes all matters included in the word “release” in the *Canadian Environmental Protection Act, 1999*.

- (68) “**Rent**” means the Prepaid Rent, to the extent applicable, the Homeowner Extension Rent and the Additional Rent.
- (69) “**Residential Tenancy Agreement**” has the meaning assigned to such term in section 21.2
- (70) “**Residential Tenancy Requirements**” has the meaning assigned to it in the Prepaid Residential Lease.
- (71) “**Residential Use**” means a use providing for the residential accommodation and home life of one or more individuals and includes activities customarily associated therewith, all subject to and in compliance with, the Prepaid Residential Lease.
- (72) “**Rules and Regulations**” has the meaning assigned to it in section 9.6;
- (73) “**Sales Taxes**” means all applicable goods and services taxes, harmonized sales taxes, multi-stage sales taxes, sales taxes, use taxes, consumption taxes, value added taxes, or other similar taxes imposed by any Governmental Authority.
- (74) “**Short Term Rental**” means leasing, licensing or allowing occupancy or possession of a Unit or any portion thereof, by persons or vehicles, for periods shorter than a month.
- (75) “**Sub-interest**” means any lesser leasehold interest that is granted under, follows, or is derivative under, this Lease, other than any Residential Tenancy Agreement.
- (76) “**Taza Lands**” means the following lands:
- (i) the Head Lease Lands;
  - (ii) Lot 39, Canada Lands Surveys Record Plan 103679 and Lots 40 and 41, Canada Lands Surveys Records Plan 103718;
  - (iii) Lot 65, Canada Lands Surveys Record Plan 107404; and
  - (iv) Lot 66, Canada Lands Surveys Record Plan 107404.
- (77) “**Taza Governing Body**” has the meaning assigned to it in the Prepaid Residential Lease;
- (78) “**Term**” means the term of this Lease, as set out in section 2.1, including any extension thereof, if any.

(79) **“Unanimous Members Agreement”** means the unanimous members agreement of the Homeowner Condo Corporation, as may be amended from time to time.

(80) **“Unit(s)”** means the premises **[cross-hatched]** on Schedule B, and legally described as follows:

Lot \_\_\_\_, Canada Lands Survey Records Plan \_\_\_\_\_  
Indian Lands Registry System PIN ● (the **“Dwelling Unit”**);

**[Lot \_\_\_\_, Canada Lands Survey Records Plan \_\_\_\_\_  
Indian Lands Registry System PIN ● (the **“Parking Unit”**);  
and**

**Lot \_\_\_\_, Canada Lands Survey Records Plan \_\_\_\_\_  
Indian Lands Registry System PIN ● (the **“Storage Unit”**, and  
“Unit” means any one of the Dwelling Unit, Parking Unit or  
Storage Unit);]**

together with any Improvements that, from time to time, form part of the Unit(s).

(81) **“Unit Factor”** means the unit factor assigned to each Development Unit pursuant to the Prepaid Residential Lease.

(82) **“Unit Factor(s) of the Unit(s)”** means the Unit Factor(s) assigned to the Unit(s) pursuant to the Unit Factor Schedule, which, as at the date hereof, is the number set out on the title page hereto.

(83) **“Unit Factor Schedule”** means the Unit Factor Schedule attached as Schedule H.

(84) **“Unit Improvements”** has the meaning assigned to it in the Prepaid Residential Lease.

(85) **“Unit Mortgage”** means any Mortgage granted by the Lessee and charging this Lease and the Lessee’s interest in the Unit(s) in accordance with Article 22.

(86) **“Unit Mortgagee”** means the holder of any Unit Mortgage and includes CMHC.

1.2 In Writing / Written. In this Lease, the terms “in writing” and “written” include email and other electronic communications.

1.3 Schedules. The following are the Schedules to this Lease:

**Schedule A Permitted Encumbrances**

**Schedule B Unit(s)**

**Schedule C Head Lease Mortgagee Non-Disturbance Agreement**

**Schedule D Prepaid Residential Lease Mortgagee Non-Disturbance Agreement**

**Schedule E Prepaid Homeowner Lease Non-Disturbance Agreement**

**Schedule F Assignment and Assumption of Prepaid Homeowner Lease**

**Schedule G Lessor Mortgage Agreement**

**Schedule H Unit Factor Schedule**

**2. LEASE / NON-DISTURBANCE AND MORTGAGE AGREEMENTS**

2.1 Grant of Lease. The Lessor hereby leases, by way of sub-sublease pursuant to the Prepaid Residential Lease, the Unit(s) to the Lessee, free and clear of all liens, charges and encumbrances other than the Permitted Encumbrances, to have and to hold the Unit(s) unto the Lessee for the term from and including [**Insert Closing Date**] (the “**Commencement Date**”) to and including May 16, 2114 (the “**Initial Term**”), yielding and paying the Rent as hereinafter provided, and subject to the terms, conditions, provisos, exceptions and reservations contained in this Lease, including the provisions of Article 11.

2.2 Rights upon Expiry of Initial Term and Term. Without limiting the rights and obligations of the Lessor and the Lessee pursuant to Article 11, the Lessee and the Lessor acknowledge the provisions contained in sections 25.1 through 25.4 of the Prepaid Residential Lease.

(1) The Lessor shall notify the Lessee in writing of the pertinent details thereof within three (3) Business Days of its receipt of an End of Term Notice.

(2) In the event that the term of the Prepaid Residential Lease is extended pursuant to Section 25.2 thereof:

- (i) the Lessor shall forthwith notify the Lessee and the Term hereunder will be automatically extended by the same amount of time such that the Term of this Lease shall expire the day before the expiry of the Prepaid Residential Lease (the “**Extension Period**”);
- (ii) the Homeowner Extension Rent payable by the Lessee for the Extension Period shall be the Lessee’s Proportionate Share of the Extension Rent payable by the Lessor under the Prepaid Residential Lease and the Lessor shall notify the Lessee forthwith upon the determination of same;
- (iii) the Lessee shall pay the Homeowner Extension Rent, and any applicable Sales Taxes payable thereon, to the Lessor for each year of the Extension Period as follows: either (1) as basic rent for the entire Extension Period payable on the last Business Day before the commencement of the Extension Period; or (2) as an annual rent payment on the last Business Day before the commencement of the Extension Period and the last Business Day before each anniversary of the commencement of the Extension Period, such payments option to be consistent with that chosen by the Head Lessee (or the Nation if the Nation is the Head Lessee at the applicable time) in accordance with Section 25.2 of the Prepaid Residential Lease, with any applicable proration for any portion of a year at the beginning or end of the Extension Period, and determined as of the first day of the Extension Period, based on information available at the time of the determination of the Extension Rent, based on the terms and conditions of this Lease, as modified by the End of Term Notice, and the then current Applicable Laws;
- (iv) if the Lessee does not pay all or any portion of the Extension Rent when due and such Extension Rent remains unpaid for five (5) Business Days after the Lessor’s written demand therefor, in addition to any other rights or remedies the Lessor may have under this Lease, as extended, or at law, the Lessor may, but shall not be obligated to:
  - (A) terminate this Lease by notice to the Lessee or re-enter the Unit(s) and repossess them and, in either case, enjoy them as of its former estate, and the Lessor may remove all persons and property from the Unit(s) and store such property at the expense and risk of the Lessee or sell or dispose of such property in such manner as the Lessor sees fit without notice to the Lessee;

- (B) enter the Unit(s) as agent of the Lessee to relet the Unit(s) for whatever length, and on such terms as the Lessor in its discretion may determine, and to receive the rent therefor and, as agent of the Lessee, to take possession of any property of the Lessee on or in the Unit(s), and to store such property at the expense and risk of the Lessee or to sell or otherwise dispose of such property in such manner as the Lessor sees fit without notice to the Lessee; to make Alterations to the Unit(s) to facilitate their reletting; and to apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Lessor with respect to any such reletting or sale, second, to the payment of any indebtedness of the Lessee to the Lessor other than Homeowner Extension Rent, and third, to the payment of Homeowner Extension Rent in arrears, with the residue to be held by the Lessor and applied to payment of future Homeowner Extension Rent as it becomes due and payable, provided that the Lessee shall remain liable for any deficiency to the Lessor;
- (C) recover from the Lessee all Damages as a result of any default by the Lessee including, in the event that the Lessor terminates this Lease, any deficiency between those amounts which would have been payable by the Lessee for the portion of the Extension Period following such termination and the net amounts actually received by the Lessor during such period of time with respect to the Unit(s);
- (D) in addition to any other rights of the Lessor to distrain, the Lessor shall have the right to distrain on all of the goods on or in the Unit(s). The Lessor may without notice to the Lessee exercise any right of distress on the Unit(s) and for such purpose the Lessee agrees that the Lessor may enter the Unit(s) by any means which the Lessor in its sole and absolute discretion deems necessary, including, without limiting the generality of the foregoing, by the use of such force as the Lessor in its sole and absolute discretion deems necessary. The Lessor shall have the right to lock the Unit(s), change any locks on the Unit(s) and by any means exclude the Lessee from all or any parts of the Unit(s) and the Lessor shall not thereby be terminating this Lease in the absence of an express written notice terminating this Lease;
- (v) each of the Lessor and the Lessee agree that upon request by the other party at any time after any such extension, they will enter into a modification agreement in respect of this Lease, in the form

prepared by the Lessor, acting reasonably, evidencing such extension and register same with the Registry;

- (vi) the Lessee and Lessor shall continue to be bound by the provisions of this Lease notwithstanding that the Nation may become the Lessor under the Prepaid Residential Lease.
- (3) If the Prepaid Residential Lease is not extended in accordance with Section 25.2 thereof and the Nation compensates the Lessor for its subleasehold interest in the Development Improvements, the Lessor shall pay to the Lessee, within one (1) Business Day of its receipt of same, the Lessee's Assessed Value Share of any amounts received with respect to the Development Improvements in exchange for a release from the Lessee in respect of the Unit(s) and the Improvements contained therein or thereon confirming the Lessee has no further interest in the Unit(s) and such Improvements and same are free of any lien, charge or encumbrance granted by the Lessee, in the form prepared by the Lessor, acting reasonably and approved by the Lessee, acting reasonably. This section 2.2(3) shall survive the expiry or termination of this Lease.
  - (4) In order to determine the compensation payable to the Lessee in accordance with section 2.2(3), the Lessor shall engage an Appraiser to determine the value of each of the Development Units (each an "**Assessed Value**") as soon as reasonably possible after its receipt of the End of Term Notice referenced in subsection (1) or the Lessee has become aware that the Nation will be purchasing the Development Improvements.
  - (5) The value of each of the Development Units, for the purposes of subsection (4), shall be determined:
    - (i) on the basis of the value of the Improvements only, with no value being attributed to the lands upon which the Development Units are located, goodwill or desirability of land;
    - (ii) as of the date of the expiration of the Initial Term;
    - (iii) on the basis that the Improvements are free of all financial liens, financial charges and financial encumbrances; and
    - (iv) on the basis that the Improvements may only be used for the purposes permitted under this Lease.

Absent manifest error or prejudice against an owner of a Development Unit, the determination of the Appraiser shall be final.

- (6) Upon the expiry of the Term, the Lessor shall distribute to the Lessee any amounts that the Lessee may be entitled with respect to the Reserve Fund

or Operating Account (each as defined in the Prepaid Residential Lease) in accordance with the Prepaid Residential Lease.

- 2.3 Agreement to Deliver Registrable Form. The parties confirm their intention to execute and deliver this Lease in a form capable of being registered in the Registry, as required pursuant to section 16.2.3 of the Head Lease and section 2.2 of the Prepaid Residential Lease, and upon request by either party, acting reasonably, the other party will execute such further and other documents and instruments and do such further and other acts and things as are reasonably required in order to satisfy such requirement. The Lessor shall, at its cost, submit the registerable form of this Lease for registration with the Registry forthwith upon full execution of same.
- 2.4 His Majesty's Non-Disturbance Agreement (Sub-Sublease). The parties acknowledge that they have entered into, or will enter into, a non-disturbance agreement (sub-sublease) in the form of Appendix C to the Head Lease with His Majesty, the Head Lessee and the Nation, which agreement may, in accordance with its terms, be assigned to a permitted assignee of this Lease. Upon any assignment of this Lease in accordance with the terms hereof, upon request by the Lessee, acting reasonably, the Lessor will enter into, and will use commercially reasonable efforts to cause His Majesty, the Head Lessee and the Nation to enter into, a new non-disturbance agreement (sub-sublease) in the form of Appendix C to the Head Lease, with any new Lessee.
- 2.5 Head Lease Mortgagee Non-Disturbance Agreement. The parties acknowledge that the Lessee has entered into a non-disturbance agreement with the existing Head Lease Mortgagee on or before the Commencement Date in the form of Schedule C, with such revisions as may reasonably be required by the Head Lease Mortgagee, under which the existing Head Lease Mortgagee agrees to recognize this Lease. Following the Commencement Date, upon request by the Lessee, acting reasonably, the Lessor will use commercially reasonable efforts to obtain from any new Head Lease Mortgagee whose Head Lease Mortgage is registered in the Registry, a non-disturbance agreement with the Lessee, under which the Head Lease Mortgagee agrees to recognize this Lease, on the terms and conditions as may be agreed to by the Lessor, the Lessee, the Head Lessee and the Head Lease Mortgagee, each acting reasonably.
- 2.6 Prepaid Residential Lease Mortgagee Non-Disturbance Agreement. The parties acknowledge that the Lessee has entered into a non-disturbance agreement with the existing Prepaid Residential Lease Mortgagee on or before the Commencement Date in the form of Schedule D, with such revisions as may be reasonably required by the Prepaid Residential Lease Mortgagee, under which the existing Prepaid Residential Lease Mortgagee agrees to recognize this Lease. Following the Commencement Date, upon request by the Lessee, acting reasonably, the Lessor will use commercially reasonable efforts to obtain from any new Prepaid Residential Lease Mortgagee whose Prepaid Residential Lease Mortgage is registered in the Registry, a non-disturbance agreement with the Lessee, under which the Prepaid Residential Lease Mortgagee agrees to recognize this Lease, on

the terms and conditions as may be agreed to by the Lessor, the Lessee and the Prepaid Residential Lease Mortgagee, each acting reasonably.

- 2.7 Prepaid Homeowner Lease Non-Disturbance Agreement. The parties acknowledge that they have entered into a non-disturbance agreement with the Head Lessee on or before the Commencement Date in the form of Schedule E, under which the Head Lessee agrees to recognize this Lease.

### 3. ENCUMBRANCES AND MINERALS

- 3.1 Permitted Encumbrances. The Lessee's rights under this Lease are subject to any rights, conditions, provisos, restrictions, exceptions and reservations pursuant to any Permitted Encumbrances, and the Lessee hereby agrees to observe and perform during the Term all covenants, duties and obligations of the Lessor under the Permitted Encumbrances, all to the extent only that the Permitted Encumbrances relate to a Unit or the use thereof, and excluding any obligations of His Majesty under any Head Lease Mortgage and any Lessor obligations under any Prepaid Residential Lease Mortgage.
- 3.2 Further Encumbrances Granted by His Majesty. The Lessee acknowledges that in accordance with section 3.3.1 of the Head Lease, His Majesty reserved the right to grant other interests in the Head Lease Lands, including the Development Lands and the Unit(s), with the prior written consent of the Head Lessee, as lessee, acting reasonably, and as long as the grant of interest has no material adverse effect on the Head Lessee's use and enjoyment of the Head Lease Lands. The Lessor shall ensure that the Head Lessee does not consent to His Majesty granting an interest in a Unit that has a material adverse effect on the use or enjoyment of the Unit by the Lessee. The Lessee agrees to be bound by any encumbrance granted in accordance therewith and the Lessee will grant priority to any such charge or encumbrance over this Lease, upon request by the Lessor, acting reasonably.
- 3.3 Other Encumbrances. The Lessee agrees that the Lessor may at any time during the Term grant, or allow the Head Lessee and/or His Majesty to grant, any easements, rights of way, restrictive covenants, or other charges or encumbrances in respect of the Development Lands, provided that if the exercise of rights under any such encumbrance might interfere with or adversely affect the reasonable use and enjoyment of the Unit(s) by the Lessee pursuant to this Lease in any material way, the Lessor will obtain the consent of the Lessee, acting reasonably prior to granting any such encumbrance. The Lessee agrees to be bound by any encumbrance granted in accordance therewith and the Lessee will grant priority to any such charge or encumbrance over this Lease, upon request by the Lessor, acting reasonably.
- 3.4 No Rights to Minerals. The Lessee acknowledges and agrees that the Head Lease did not confer on the Lessor any rights in respect of any Minerals (as defined in the Prepaid Residential Lease) and as such rights are conferred upon the Lessee and

that, pursuant to the Head Lease, His Majesty reserved all Minerals on or under the Development Lands.

#### 4. USE OF THE UNIT(S)

4.1 Permitted Uses. Subject to compliance with Applicable Laws, the Head Lease, the Prepaid Residential Lease and this Lease, the Lessee may use the Unit(s) for any of the following uses:

- (a) Residential Use; and
- (b) home office use and home based businesses carried on indoors, as accessory and ancillary to Residential Use where all necessary permits have been obtained from all Governmental Authorities;

and for no other use whatsoever, except with the prior written consent of the Lessor, which consent may be unreasonably withheld.

4.2 Restrictions on Development and Use. Notwithstanding anything contained in this Lease, the Lessee will not offer or permit any Short Term Rental of the Unit(s).

4.3 Signage. The Lessee will not be permitted to install any signage on the exterior of the Unit(s), except with the prior written consent of the Lessor, and only as is permitted under the Head Lease, this Lease and Applicable Laws.

4.4 Access Over Head Lease Lands. The Lessor agrees that the Lessee and any Lessee Party, and their respective guests and invitees, shall have access, at no additional cost, over any roads within the Head Lease Lands as are open for public use, subject to compliance with Applicable Laws and any reasonable restrictions and requirements established by His Majesty or the Nation at any time and from time to time.

4.5 Access Over Common Areas. The Lessor agrees that the Lessee and any Lessee Party, and their respective guests and invitees, may have access, at no additional cost, over all portions of the Development, excluding any Development Units, and excluding any parking areas and exclusive use areas leased or otherwise allocated or reserved to any Development Units or other persons in accordance with the Condo Building Property Covenants, as are intended for common use by the holders of the leases of the Development Units and their invitees and guests, and subject to and in compliance with Applicable Laws and this Lease and any Rules and Regulations.

4.6 No Nuisance. Except as may be reasonably required by the making of Alterations in accordance with this Lease and Applicable Laws, the Lessee will not cause, permit or suffer any nuisance within or upon the Unit(s) or any other part of the Development.

- 4.7 No Waste. Except as may be reasonably required by the making of Alterations in accordance with this Lease and Applicable Laws, the Lessee will not cause, permit or suffer the commission of any waste in respect of the Unit(s) or any other part of the Development.
- 4.8 Garbage and Debris. Without limiting any of the Lessee's obligations under this Lease, the Lessee will not cause, permit or suffer any garbage or debris to be placed or left at the Unit(s) or the Development except as is reasonably necessary in accordance with the uses permitted under this Lease and Applicable Laws, or as otherwise permitted in writing by the Lessor.

## 5. RENT

- 5.1 Prepaid Rent. The Lessor acknowledges and agrees that Lessee has paid the Prepaid Rent in full as the prepaid rent for the Initial Term. In this Lease, the term "**Additional Rent**" shall mean all amounts described in this Lease as being payable under this Lease other than Prepaid Rent and Extension Rent.
- 5.2 Lessee to Pay. The Lessee will be responsible for, and will pay when due, all costs, charges, expenses and outlays of every kind and nature whatsoever in respect of the Unit(s) (including in respect of its own Alteration of any Improvements) and the Lessor will not be responsible for any cost, charge, expense or outlay of any kind or nature whatsoever in respect of the Unit(s), except as may be otherwise specifically agreed to by the Lessor with the Lessee in this Lease.
- 5.3 Payment of Sales Taxes. The Lessee will pay all Sales Taxes, if any, payable on the Rent and any other amounts payable by the Lessee to the Lessor under this Lease, it being acknowledged and agreed that Sales Taxes are not payable on the Prepaid Rent. The Lessee will pay to the Lessor all Sales Taxes payable by the Lessee at the same time as the amounts to which such Sales Taxes apply are payable to the Lessor under the terms of this Lease. If the Lessee fails to pay such Sales Taxes when due, the Lessor will have the right, but not the obligation, to make such payments to the relevant Governmental Authorities and to collect the Sales Taxes together with any penalties and interest costs imposed by such relevant authorities from the Lessee upon demand. Notwithstanding any other provision of this Lease, Sales Taxes payable by the Lessee under this section 5.3 will be deemed not to be Rent but, in addition to the Lessor's statutory rights and remedies, the Lessor will have all of the same remedies for and rights of recovery in respect of such amounts as it has for recovery of Rent under this Lease including the right to collect interest thereon at the Interest Rate from the date the relevant amount was due to the date of payment. The Lessee will indemnify and save harmless the Lessor from and against all losses, costs, charges, and expenses occasioned by or arising from any and all such Sales Taxes; and any such losses, costs, charges, and expenses incurred by the Lessor (including any amount paid by the Lessor to remedy any default of the Lessee under this section 5.3, with interest thereon, as provided in section 30.1) may be collected by the Lessor as Additional Rent.

5.4 Survival. This Article 5 survives any termination or expiry of this Lease.

## 6. TAXES

- 6.1 Real Property Taxes. Without limiting section 5.2, the Lessee will pay when due during the Term, directly to the relevant Governmental Authorities, or such other entity as may be directed in writing by the relevant Government Authorities, including, if applicable, the Taza Governing Body, all real property taxes, rates, duties, charges and assessments, including school taxes, local improvement rates, drainage charges and other charges, that now are or will or may be hereafter lawfully levied, rated, charged, or assessed by any Governmental Authority (collectively, "**Real Property Taxes**") against or in respect of the Unit(s). If at any time direct payment of Real Property Taxes is not possible, upon the written request of the Lessor, the Lessee will pay the Real Property Taxes to the Lessor as Additional Rent, in which case the Lessor will remit the Real Property Taxes paid by the Lessee to the Lessor to the applicable Governmental Authority or such other entity as may be directed in writing by the relevant Government Authorities, including, if applicable, the Taza Governing Body. The Lessee will indemnify and save harmless the Lessor from and against all losses, costs, charges, and expenses occasioned by or arising from any and all such Real Property Taxes; and any such losses, costs, charges, and expenses incurred by the Lessor (including any amount paid by the Lessor to remedy any default of the Lessee under this Article 6, with interest thereon, as provided in section 30.1) may be collected by the Lessor as Additional Rent. The Lessee will provide the Lessor with reasonable evidence of such payments upon request by the Lessor, acting reasonably.
- 6.2 Lessee's Right to Appeal. The Lessee will have the right to appeal in accordance with Applicable Laws any assessment of the Unit with respect to Real Property Taxes, provided that such appeal will be at the sole cost and expense of the Lessee, and provided that notwithstanding such right to appeal, the Lessee must promptly take all steps necessary to discharge any lien registered in respect of the Unit(s) or any other part of the Development in connection with any Real Property Taxes unless the Lessor agrees otherwise in writing, and the Lessee will indemnify and save harmless the Lessor in respect of any such appeal.
- 6.3 Separate Assessment. The parties acknowledge that it is their intention and agreement that all Real Property Taxes, and all charges for utilities and services in respect of the Unit(s) (including all water, sewer, electricity, propane, natural gas, telephone, cable and internet utilities and services provided or made available to the Unit(s) or consumed in respect of the Unit(s)) are to be billed directly to the Lessee to the extent possible. If any billing statement in respect of any such amount covers only the Unit(s), the Lessor and the Lessee will use commercially reasonable efforts to have the billing statement sent directly to the Lessee, and if any such statement is sent to the Lessor, the Lessor will promptly forward such statement to the Lessee.

- 6.4 Not Separately Assessed. If any billing statement in respect of any Real Property Taxes and all charges for utilities and services covers the Unit(s) plus any other part of the Development or any other land, the Lessee will only be responsible for such portion as is applicable to the Unit(s) which may, in the case of a billing statement applying to the entire Development be limited to the Lessee's Proportionate Share.
- 6.5 Lessee's Taxes. Without limiting Article 6, the Lessee will pay throughout the Term, on or before the due date thereof, all applicable Lessee's Taxes.
- 6.6 Proof of Payment. The Lessee will, upon written request by the Lessor, acting reasonably, provide the Lessor with copies of official receipts of the applicable Governmental Authority or other proof satisfactory to the Lessor, acting reasonably, evidencing payment of any Lessee's Taxes.

## 7. UTILITIES

- 7.1 Utilities. Except as may be specifically agreed to by the Lessor in writing, the Lessee will pay or cause to be paid all amounts payable in connection with any water, gas, telephone, light, power, heat, air-conditioning, sewer, garbage disposal or other services or utilities whatsoever used or consumed by the Lessee in connection with the use of the Unit(s).
- 7.2 Interruption of Services or Utilities. The Lessee acknowledges that neither His Majesty, the Nation, the Head Lessee nor the Lessor is the ongoing provider of services or utilities in respect of the Development, and no interruption of any services or utilities provided to the Unit(s) will be a disturbance of the Lessee's enjoyment of the Unit(s). Neither His Majesty, the Nation, the Head Lessee nor the Lessor shall be liable for any injury to the Lessee or any damages to the Unit(s) in connection with any interruption of any services or utilities, except and to the extent that any such interruption, disturbance, injury or damage results from the gross negligence or wilful misconduct of His Majesty, the Nation, the Head Lessee or the Lessor, the Lessor's Representatives or any other person for whom the Lessor is responsible at law, as applicable.
- 7.3 Lessee's Responsibility. Without limiting anything contained in this Lease, from and including the Commencement Date, the Lessee will be responsible for and pay when due all of the Lessee's own costs and expenses in connection with the occupation, use or operation of the Unit(s), including the cost of snow and ice removal in respect of the Unit(s), if applicable, and the removal of garbage and recyclables from the Unit(s), and subject to the Condo Building Property Covenants, for and all maintenance, repair, replacement and operating costs in respect of the Unit(s).

## 8. MEMBERSHIP IN HOMEOWNER CONDO CORPORATION

### 8.1 Membership in the Homeowner Condo Corporation.

- (a) The Lessee acknowledges and agrees that the Lessee shall become a member of the Homeowner Condo Corporation and agrees to be a party to, and comply with the provisions in, the Unanimous Members Agreement.
- (b) The Lessee, in its capacity as Lessee, hereby applies for membership in the Homeowner Condo Corporation, and the Lessor agrees to grant, if the Lessor is the Homeowner Condo Corporation, or cause the Homeowner Corporation to grant such membership to the Lessee, which membership shall be effective as at the Commencement Date.
- (c) The Lessee acknowledges and confirms that it has received a copy of the current form of the Homeowner Condo Constating Documents (which are posted on the **[website details]**).
- (d) The Lessee acknowledges and agrees that: (i) the rights and obligations of the Lessee and the Homeowner Condo Corporation are set forth in the *Canada Not For Profit Act* and the Homeowner Condo Constating Documents; (ii) it has been encouraged to and should obtain independent legal, tax and investment advice with respect to this Lease and its membership in the Homeowner Condo Corporation; (iii) it has read and understands fully the provisions of such Homeowner Condo Constating Documents; (iv) in its capacity as a member of the Homeowner Condo Corporation as at the Commencement Date, agrees to comply with the obligations of members under the Homeowner Condo Constating Documents; and (v) the Lessee's voting rights in the Homeowner Condo Corporation shall be commensurate with the Unit Factor(s) of the Unit(s).

8.2 Power of Attorney. The Lessee hereby irrevocably grants to Homeowner Condo Corporation a power of attorney to execute the Unanimous Members Agreement on behalf of the Lessee.

### 8.3 Maintenance of Membership in the Homeowner Condo Corporation.

- (a) The Lessee will maintain its membership in the Homeowner Condo Corporation in good standing at all times during the Term.
- (b) The Lessee will comply with, and cause the Lessee Parties to comply with the Homeowner Condo Constating Documents and any and all rules and decisions of the Homeowner Condo Corporation made in compliance with the Homeowner Condo Constating Documents and the Condo Building Property Covenants.

- (c) Without limiting the generality of section 8.3(a), the Lessee will pay when due all member fees and other amounts payable by the Lessee to the Homeowner Condo Corporation, as a member of the Homeowner Condo Corporation.
- (d) If the Lessee is in default of its obligation to pay when due any member fees or other amounts payable by the Lessee to the Homeowner Condo Corporation the Lessor, who may or may not be the Homeowner Condo Corporation in accordance with section 8.4, may, upon not less than ten (10) Business Days' written notice to the Lessee, pay any or all of the overdue amount, and if the Lessor does so, the amount paid by the Lessor in curing such default will be Additional Rent payable by the Lessee to the Lessor, and the Lessee will reimburse the Lessor therefor within ten (10) Business Days after receipt by the Lessee of the Lessor's invoice therefor.
- (e) Under no circumstances will the Lessor be required to cure any default of the Lessee pursuant to this section 8.3, and, without limiting the generality of the foregoing, if the Lessor pays any overdue amount to the Homeowner Condo Corporation on behalf of the Lessee, under no circumstances will the Lessor be required to pay any further overdue amount on behalf of the Lessee.

8.4 Assignment of Prepaid Residential Lease to Homeowner Condo Corporation. The Lessee acknowledges that the Prepaid Residential Lease is to be assigned to the Homeowner Condo Corporation in accordance with section 5.4 of the Prepaid Residential Lease, and the Lessee agrees to attorn to the Homeowner Condo Corporation as Lessor under this Lease and to observe and perform all of the Lessee's covenants and agreements, and to be responsible for the duties and obligations, of the Lessee under this Lease, in favour of the Homeowner Condo Corporation as Lessor, upon the completion of the assignment of the Prepaid Residential Lease to the Homeowner Condo Corporation, all without the requirement for any further act or document in connection therewith. From and including the time of the registration with the Registry of an assignment of the Prepaid Residential Lease to the Homeowner Condo Corporation, the Homeowner Condo Corporation will be the "Lessor" under this Lease.

8.5 Transition to Homeowner Condo Corporation. The Lessor assigning the Prepaid Residential Lease to the Homeowner Condo Corporation agrees to do all acts and things reasonably required by the Homeowner Condo Corporation to ensure an orderly assignment of the Prepaid Residential Lease to the Homeowner Condo Corporation and the transfer of the operation and management of the Development to the Homeowner Condo Corporation, including with respect to the Lessor's role as lessor under this Lease. From and including the time of the assignment of the Prepaid Residential Lease to the Homeowner Condo Corporation, any reference in this Lease to the Lessor includes a reference to the Homeowner Condo Corporation as Lessor where the context permits or requires. Upon the assignment of this Lease to the Homeowner Condo Corporation, the Lessor, which may be the Homeowner

Condo Corporation, shall provide the Lessee with an update as to its address for delivery under section 35.2.

- 8.6 Insolvency of Homeowner Corporation. In the event that the Prepaid Residential Lease is disclaimed in any bankruptcy, insolvency or other similar proceeding with respect to the Lessor, the Lessee hereby agrees in favour of the Head Lessee, at the option of the Head Lessee, to enter into a new lease on substantially the same terms and conditions as this Lease with the Head Lessee or such other entity as the Head Lessee shall designate in writing. The Lessee hereby acknowledges and agrees that the Head Lessee does not need to be a party to this Lease in order to enforce the provisions of this Section 8.6.

## 9. PROVISIONS RE: CONDO BUILDING DEVELOPMENT

### 9.1 Condo Building Property Covenants.

- (a) The Lessor and the Lessee acknowledge agree that the Condo Building Property Covenants are incorporated by reference into this Lease and:
- (i) as they are applicable to an Owner shall be binding upon the Lessee and the Lessee shall have the benefit of same as against the Developer and the Homeowner Condo Corporation, as applicable;
  - (ii) as they are applicable to the Developer shall be binding upon the Developer and the Developer shall have the benefit of same as against the Lessee and the Homeowner Condo Corporation, as applicable; and
  - (iii) as they are applicable to the Homeowner Condo Corporation shall be binding upon the Homeowner Condo Corporation and the Homeowner Condo Corporation shall have the benefit of same as against the Lessee and the Developer, as applicable;
- (b) If and to the extent that the Homeowner Condo Corporation is not a party to this Lease from time to time, the Developer shall ensure that the Homeowner Condo Corporation is bound by the obligations contained in, and has the benefit of, this section 9.1 and shall at the request and expense of the Lessee enforce such obligations upon written request.
- (c) If and to the extent that the Developer is not a party to this Lease from time to time, the Homeowner Condo Corporation shall ensure that the Developer is bound by the obligations contained in, and has the benefit of, this section 9.1 and shall at the request and expense of the Lessee enforce such obligations upon written request.

- 9.2 Boundaries of Units. The Lessor and the Lessee acknowledge that the locations, dimensions and areas of the Unit(s) and the other Development Units are shown on the Condo Building Plan.

9.3 Lessor Responsibility. The Lessor shall be responsible for, and shall carry out or cause to be carried out, the following services and functions all in accordance with and subject to the Condo Building Property Covenants:

- (a) the management, inspection, upkeep, maintenance, repair and replacement of all Common Property;
  - (b) the management of the Development;
  - (c) the insurance that the Homeowner Condo Corporation is obligated to place and maintain pursuant to the Condo Building Property Covenants; and
  - (d) any other matter or thing provided for under the Condo Building Budget,
- all subject to and in accordance with the Condo Building Budget.

9.4 Lessee's Contributions. The Lessee will pay to the Lessor when due all Contributions as Additional Rent.

9.5 Lessee's Collection and Use of Contributions.

- (a) Prior to the time of the assignment of the Prepaid Residential Lease to the Homeowner Condo Corporation, the Lessee shall collect, hold in trust for the Homeowner Condo Corporation and pay over to the Homeowner Condo Corporation all Contributions.
- (b) All Contributions shall be used in the manner provided for in the Condo Building Property Covenants.

9.6 Rules and Regulations.

The Lessee acknowledges and agrees that the Lessor may make rules and regulations of general application from time to time for the better operation of the Development (the "**Rules and Regulations**") in accordance with the following:

- (a) the Rules and Regulations may not be amended or replaced except in accordance with the Homeowner Condo Constating Documents;
- (b) the Rules and Regulations may not authorize anything contrary to or in conflict with any provision of the Head Lease, the Prepaid Residential Lease, including the Condo Building Property Covenants, this Lease or any Applicable Law

and the Lessee will be bound by and comply with, and cause the Lessee Parties to comply with, any Rules and Regulations made in accordance with the foregoing.

## 10. TAZA GOVERNING BODY

10.1 Taza Governing Body Directives, Rules and Regulations. The Lessee and the Lessor will be bound by and comply with, and the Lessee will cause the Lessee Parties to comply with, any directives and rules and regulations made by the Head Lessee, the Taza Governing Body, and any other entity performing similar duties, in accordance with its responsibilities.

### 10.2 Informational Communications.

- (a) The Lessee shall provide to the Head Lessee and the Taza Governing Body, to the extent in existence, accurate and up-to-date contact information, including an email address and phone number, by filling out the appropriate documentation at the time of Lease execution and shall update this contact information whenever it changes to maintain continuous communication regarding the management of the Lease and residency.
- (b) By executing this Lease, the Lessee consents to receive informational emails from the Head Lessee and the Taza Governing Body that are necessary for the management of the Lease and residency, including but not limited to service updates, building notices, and emergency notifications. This consent specifically pertains to non-marketing communications.

## 11. COMPLIANCE WITH HEAD LEASE AND PREPAID RESIDENTIAL LEASE

11.1 Head Lessee's Compliance with Head Lease. The Lessor will take all steps as may be reasonably required to ensure that the Head Lessee complies with all of the Head Lessee's covenants, duties and obligations under the Head Lease, except to the extent they are the responsibility of the Lessor under the Prepaid Residential Lease, and to cause the Head Lessee to maintain the Head Lease in full force and effect at all times during the Term.

11.2 Lessee's Covenants re: Head Lease. In accordance with section 16.2.4 of the Head Lease but, subject to the terms of any written agreement with His Majesty in effect from time to time, the Lessee acknowledges and agrees, notwithstanding any other provision of this Lease, that:

- (a) the Lessee has received a copy of, and been afforded an opportunity to review, the Head Lease prior to entering into this Lease;
- (b) for the benefit of His Majesty, the Lessee acknowledges that it is not relying on His Majesty's judgment or expertise in His Majesty's review of the Village Development Plan or Construction Plan (as such terms are defined in the Prepaid Residential Lease) and the Lessee hereby releases His Majesty and its officials, employees, servants, agents, contractors and

subcontractors from any liability for His Majesty's review, which term will survive the ending of the Head Lease and this Lease;

- (c) this Lease will terminate no later than two (2) days before the end of the term of the Head Lease, unless terminated early under its terms, or by operation of law upon earlier termination of the Head Lease;
- (d) this Lease is subject and subordinate to the Head Lease and to the rights of His Majesty under the Head Lease;
- (e) the Lessee's rights are subject to the terms of the Head Lease, that the Lessee will not cause a breach or default under any of terms of the Head Lease and, without limiting the generality of the foregoing, the Lessee will comply with all Applicable Laws regarding this Lease, the Development, and any activity at the Development;
- (f) on written request from His Majesty, acting reasonably, the Lessee will promptly deliver to His Majesty written authorization to receive information from a Governmental Authority about the Lessee's compliance or non-compliance with Applicable Laws regarding this Lease, the Development, or any activity at the Development;
- (g) His Majesty is not liable for any losses or expenses of the Lessee due to His Majesty curing or attempting to cure the default under the Head Lease, except as set out therein;
- (h) the Lessee may only perform Alterations to the Unit(s) in accordance with the uses permitted under this Lease, the Prepaid Residential Lease, the Head Lease, the Village Development Plan, the Construction Plan, any mitigation measures required under any Environmental Review (as defined in the Prepaid Residential Lease) obtained with respect Development or to be obtained with respect to the Development pursuant to the Prepaid Residential Lease, and any environmental use or other development conditions or restrictions contained in the Head Lease, the Prepaid Residential Lease or this Lease;
- (i) His Majesty and His Majesty's officials, employees, servants, agents, contractors, and subcontractors, acting reasonably, may enter the Unit(s) at any time during reasonable hours for the purpose of ensuring compliance with the terms of the Head Lease, including the implementation of any mitigation measures identified in an applicable Environmental Review.
- (j) the Lessee will include a provision similar to this section 11.2 in any Residential Tenancy Agreement that the Lessee grants;

11.3 Lessor's Covenants re: Prepaid Residential Lease. The Lessor confirms that it has paid all prepaid rent, and agrees that it will pay, to the Head Lessee when due all rent payable in accordance with Article 6 of the Prepaid Residential Lease, and that

it has complied with, and will comply with, all of the Lessor's covenants, duties and obligations under the Prepaid Residential Lease, except to the extent they are the responsibility of the Lessee under this Lease, and the Lessor will maintain the Prepaid Residential Lease in full force and effect at all times during the Term. The Lessor agrees that it will not amend the Prepaid Residential Lease in any manner that would materially adversely affect the Lessee without the prior written consent of the Lessee in its discretion, or, following the assignment of this Lease to the Homeowner Condo Corporation, in accordance with the Homeowner Condo Constating Documents.

11.4 Lessee's Covenants re: Prepaid Residential Lease. The Lessee acknowledges and agrees, notwithstanding any other provision of this Lease, that:

- (a) this Lease will expire no later than one (1) day before the end of the term of the Prepaid Residential Lease;
- (b) the Lessee's rights are subject to the terms of the Prepaid Residential Lease, that the Lessee will not cause a breach or default under any of terms of the Prepaid Residential Lease and, without limiting the generality of the foregoing, that the Lessee will comply with all Applicable Laws regarding this Lease, the Development, and any activity on the Development;
- (c) the Lessee will observe, perform and fulfill all of the Lessor's covenants, duties and obligations under the Prepaid Residential Lease, to the extent that they relate to the Unit(s) unless such covenants, duties or obligations are the responsibility of the Developer or the Homeowner Condo Corporation pursuant to the Condo Building Property Covenants;
- (d) the Lessee has received a copy of and been given an opportunity to review the Prepaid Residential Lease.

## 12. **COMMITMENTS, PRINCIPLES AND COVENANTS RE: THE NATION**

12.1 Commitments and Principles. The Lessee agrees to the following commitments and principles:

- (a) The Lessee respects the inherent rights and treaty rights of the Nation.
- (b) The Lessee recognizes the United Nations Declaration on the Rights of Indigenous Peoples and the Calls to Action of the Truth and Reconciliation Commission of Canada.
- (c) The Lessor and the Lessee acknowledge the importance of the Nation's culture and Indigenous awareness.

and will work with the Lessor and the Nation to fulfil the requirements of such commitments and principles, to the extent applicable to the Unit(s) and the

Lessee's use thereof, provided that any failure to do so will not be a default under this Lease.

- 12.2 Implementation of Exemptions From Taxation. Without limiting the obligations of the Lessee pursuant to section 4.1, the Lessee, if selling goods or services from the Unit(s), will provide the exemption from taxation set out in section 87 of the *Indian Act* to any person entitled to such exemption in connection with the purchase of any such goods or services. The Lessor agrees that the Lessee may require reasonable evidence of entitlement to such exemption at the time of such sale.
- 12.3 Travel on Other Nation Lands. If the Lessee or any Lessee's Representative wishes to travel on any portion of the Nation's lands other than the Taza Lands or any public roads, the Lessee will ensure that any required permit or other permission is first obtained from the Nation.

### 13. ALTERATIONS

- 13.1 Consent Requirement. The Lessee will not make exterior or structural Alterations in respect of the Unit(s) or Alterations that involve Common Property, except with the prior written consent of the Lessor, acting reasonably and in accordance with plans and specifications approved in advance by the Lessor.
- 13.2 Lessee May Develop and Construct. Subject to section 13.1, the Lessee, at its sole cost and expense, may make Alterations in respect of the Unit(s), provided in all cases that the Lessee does so in a good and workmanlike manner and in accordance with Applicable Laws, this Lease and the Prepaid Residential Lease and specifically the Lessee complying with the Lessor's requirements with respect thereto under the Prepaid Residential Lease as if the Lessee were the Lessor thereunder, and provided that the Lessee must keep the Unit(s) and the Development in a good, safe and clean and tidy order and condition.

### 14. MAINTENANCE AND REPAIR

- 14.1 Lessee Maintenance and Repair. The Lessee, at its sole cost and expense, shall maintain, repair, restore, replace and keep up, or cause to be maintained, repaired, restored, replaced and kept up, the Unit(s) in a good and workmanlike manner, and in a good, safe and clean and tidy order and condition and in compliance with Applicable Laws and the requirements of this Lease and the Prepaid Residential Lease.
- 14.2 Homeowner Condo Corporation Maintenance Obligations. Notwithstanding section 14.1, any maintenance, repair, replacement, and restoration obligations of the Homeowner Condo Corporation pursuant to the Condo Building Property Covenants and the Homeowner Condo Constating Documents shall remain with the Homeowner Condo Corporation and the Lessee shall allow the Homeowner Condo Corporation and any person retained by the Homeowner Condo Corporation for such purpose reasonable access to the Unit(s) in accordance with the Condo

Building Property Covenants and the Homeowner Condo Constating Documents to complete the obligations of the Homeowner Condo Corporation.

## 15. LIENS

15.1 Lessor's Responsibility. The Lessor will not, and will ensure that the Lessor's Representatives do not, do anything or omit to do anything that would cause a lien to be filed against the Head Lease, the Prepaid Residential Lease, the Development, this Lease or any interest of the Lessee in the Unit(s) and if any such lien is filed, the Lessor will take all steps necessary to have such lien released as soon as reasonably possible. This provision does not apply to any lien in favour of the Lessor arising upon a default by the Lessee, to a lien in favour of the Homeowner Condo Corporation or the Developer pursuant to the Condo Building Property Covenants or to any interest of any Prepaid Residential Lease Mortgagee in respect of any Prepaid Residential Lease Mortgage granted by the Lessor or an interest of a Head Lease Mortgagee pursuant to a Head Lease Mortgage granted by the Head Lessee.

### 15.2 Lessee's Responsibilities.

- (a) The Lessee will not, and will ensure that the Lessee Parties do not, do anything or omit to do anything that would cause or allow a lien to be filed in respect of the Head Lease, the Head Lease Lands, the Prepaid Residential Lease, the Development, this Lease or the Unit(s), other than a Unit Mortgage in accordance with the provisions of this Lease, and if any such lien is filed, the Lessee will take all steps necessary to have such lien released as soon as reasonably possible.
- (b) Without limiting section 15.2(a), the Lessee will be responsible for, throughout the Term at its own cost and expense, any and all builders' liens (which will include any liens for labour, services, or materials alleged to have been furnished with respect to a Unit) filed or claimed by any person as a result of any labour, services or materials supplied to or for the benefit of any Lessee Party, and which may be claimed or registered in respect of the Head Lease, the Head Lease Lands, the Prepaid Residential Lease, the Development, this Lease or the Unit(s), or any part of any of the foregoing. The Lessee will cause any such lien to be paid, satisfied, released or vacated as soon as reasonably possible after the Lessee receives notice thereof, provided that in the event of a bona fide dispute by the Lessee of the validity or amount of any Claim for any such lien the Lessee will be entitled to defend against the Claim in any proceedings brought in respect of the Claim after first paying into a solicitor's trust account, or into Court, the amount claimed or sufficient security, and such costs as a Court may direct and after causing such lien to be discharged no later than 90 days after the Lessee receives notice thereof. The Lessee will register all such documents as may be necessary to discharge such lien upon being entitled to do so, to the satisfaction of the Lessor, acting reasonably.

**16. ENVIRONMENTAL MATTERS**

16.1 Compliance with Environmental Laws. The Lessee agrees as follows:

- (a) The Lessee will use and occupy the Unit(s) and the common areas of the Development in compliance with Environmental Laws.
- (b) Without limiting the generality of section 16.1(a):
  - (i) the Lessee will not use or permit the use of the Development to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, Release or process any Contaminants; and
  - (ii) The Lessor may consider the Lessee to be in default under this Lease and may exercise the Lessor's rights under Article 27 upon a default by the Lessee of any provision contained in this Article 16;
- (c) All covenants, duties, obligations, and liabilities of the Lessee arising pursuant to this Article 16 during the Term will survive the expiration of this Lease.

**17. LESSOR'S INSURANCE**

17.1 Lessor's Insurance. The Lessor will procure and maintain, or cause to be procured and maintained, the insurance it is required to maintain pursuant to the Prepaid Residential Lease and procure and maintain or cause the Homeowner Condo Corporation to procure and maintain the insurance it is required to maintain pursuant to the Condo Building Property Covenants.

**18. LESSEE'S INSURANCE**

18.1 Property Insurance. The Lessee shall procure and maintain such liability and property insurance with respect to the contents of the Unit(s) and the Unit Improvements as would a responsible owner of the Unit(s) and as may be reasonably required by the Lessor from time to time.

18.2 Homeowner Condo Corporation Insurance. Notwithstanding section 18.1, to the extent that insurance is maintained by the Lessor under the Lease or the Homeowner Condo Corporation, either pursuant to the Condo Building Property Covenants or the Homeowner Condo Constating Documents, the Lessee shall not be required to obtain duplicate insurance, but may obtain excess insurance at its discretion.

18.3 Co-Insurance. If any insurance policy contains a co-insurance provision, then the Lessee will maintain, or cause to be maintained, sufficient insurance to prevent the Lessor and the other insureds from being co-insurers and to permit full recovery from the insurers.

- 18.4 Not Cause Cancellation. The Lessee will not do anything, or permit or suffer anything to be done, at the Development that might cause the insurance policies required by the Prepaid Residential Lease, including the Condo Building Property Covenants, or this Lease to be invalidated or cancelled.
- 18.5 Certificates of Insurance. Upon request of the Lessor, the Lessee shall provide the Lessor with a certificate of insurance or such other reasonable evidence of adequate insurance as the Lessor may require.
- 18.6 Release. The Lessee hereby releases His Majesty, the Nation and the Lessor from all liability for loss (including economic loss), Damages or injury (including any loss, Damages, or injury that may arise out of the negligence or omission of His Majesty the Nation or the Lessor, or any of their respective officials, officers, directors, employees, servants, agents, contractors, or subcontractors, as applicable) in any way caused by or resulting from any of the perils or injury against which the Lessee or the Lessor is obligated pursuant to this Lease of the Prepaid Residential Lease, including the Condo Building Property Covenants, to insure.

## 19. COMPLIANCE WITH APPLICABLE LAWS

- 19.1 Compliance With Applicable Laws. The Lessee and the Lessor, each their own cost and expense, will comply with all Applicable Laws regarding this Lease, the Development or any activity on the Development, and the Lessee will cause all Lessee Parties and any other person that the Lessee or any Lessee Party allows on the Development to comply with such Applicable Laws.
- 19.2 Copies of Notices. The Lessee will promptly deliver to the Lessor copies of any notice from any Governmental Authority requiring something to be done, or stop being done, in respect of the Unit(s). Once the matter under the notice has been resolved to the Governmental Authority's satisfaction, the Lessee will promptly deliver proof, satisfactory to the Lessor, acting reasonably, evidencing the resolution.
- 19.3 Authorization to Receive Information. On written request from the Lessor, acting reasonably, the Lessee will either promptly deliver to the Lessor information from any Governmental Authority about the Lessee's compliance, or promptly arrange for written authorization to allow the Lessor to receive information from any Governmental Authority about the Lessee's compliance or non-compliance with Applicable Laws.
- 19.4 Fire Services. The Lessee shall allow the Lessor and such person as is referenced in section 19.4 of the Prepaid Residential Lease access to the Unit(s), if necessary, upon reasonable notice, access to the Unit(s) for the purposes of the inspections contemplated in section 19.4 of the Prepaid Residential Lease.
- 19.5 Lessee Contest or Appeal. Without in any way relieving or modifying any duty or obligation of the Lessee to comply with sections 6.2, 19.1 or any other provision of this Lease, the Lessee may, at its expense, contest or appeal the enforceability or

validity of any Applicable Laws, in accordance with the provisions, conditions and requirements of such Applicable Laws provided that (i) such contest or appeal will be at the sole cost and expense of the Lessee, and (ii) notwithstanding such right to contest or appeal, the Lessee must promptly take all steps necessary to discharge any lien registered in respect of the Development Lands or this Lease in connection with the matter being contested or appealed, unless the Lessor agrees otherwise in writing.

## 20. ASSIGNMENT

- 20.1 Exceptions. In this Article 20, a reference to assignment does not include an assignment by way of a grant of Unit Mortgage or the granting of any Sub-interest.
- 20.2 Assignment - General. The Lessee may assign this Lease in its entirety at any time the Lessee is not in default with respect to a material duty or obligation under this Lease, without the prior written consent of the Lessor so long as the Lessee and the assignee comply with section 20.3 and such assignment is otherwise in compliance with Applicable Law. The Lessee shall not assign this Lease in whole or in part in any other manner.
- 20.3 Assignment Agreement. Prior to completing any assignment of this Lease or any interest herein and prior to any such assignment being effective as against the Lessor, the Lessee will obtain from the proposed assignee and deliver to the Lessor a written agreement, in the form attached hereto as Schedule F (or if the proposed assignee wishes modification to that form, acting reasonably, then in the form and content approved by the Lessor), and signed by the Lessee and its assignee, pursuant to which the proposed assignee confirms and accepts the assignment of this Lease to the assignee, the assignee applies to become a member of the Homeowner Condo Corporation (and agrees to comply with the obligations of a member under the Homeowner Condo Constating Documents), attorns to the Lessor as lessor under this Lease, and covenants and agrees in favour of the Lessor that the assignee will observe and perform the covenants, agreements, duties and obligations of the Lessee under this Lease and the Homeowner Condo Constating Documents. The Lessor will act reasonably in considering any revision to the form attached as Schedule F proposed by any such assignee. The Lessee will pay the Lessor's reasonable administrative charges and reasonable direct out-of-pocket costs and expenses (including any reasonable legal or other consulting fees) incurred by the Lessor in respect of the negotiation of any such changes.
- 20.4 Homeowner Condo Corporation Interest. Concurrent with any assignment of this Lease, the Lessee shall transfer its membership in the Homeowner Condo Corporation related to the Unit(s) to the assignee and the assignee shall accept the transfer of same.
- 20.5 Release of Assigning Lessee. If an assigning Lessee and its assignee complies with the other provisions of this Article 20, the assigning Lessee will be released from its covenants, agreements, duties and obligations under this Lease arising after the

time of the assignment provided that the assigning Lessee will remain liable for all covenants, agreements, duties and obligations under this Lease to the extent that they arose prior to the date of the assignment and have not been fulfilled as of the date of the assignment of this Lease, and nothing in this section 20.5 will limit or alter any continuing duties and obligations of any assigning Lessee arising under any Applicable Law, including any Environmental Law.

## 21. SUB-INTERESTS

- 21.1 Sub-interests. The Lessee may not grant any Sub-interest except pursuant to a Residential Tenancy Agreement.
- 21.2 Residential Tenancies Permitted. Subject to compliance with the remainder of this Lease, the Lessee may enter into written month-to-month or fixed term residential tenancy agreements (each a “**Residential Tenancy Agreement**”) in respect of all, but not part, of the Unit(s) in accordance with Applicable Laws provided that such Residential Tenancy Agreements will not be registered in the Registry and the granting of the residential tenancy thereunder is in compliance with Applicable Law.
- 21.3 Term of any Sub-interest. Any Sub-interest may not extend beyond the day that is one day before the expiration of the Term.
- 21.4 Sub-interests not to Conflict. All Sub-interests will be made expressly subject and subordinate to this Lease and to the rights of the Lessor hereunder and must not conflict with this Lease and will require the holder of the Sub-interest to agree in its Sub-interest not to do anything in contravention of this Lease.
- 21.5 Sub-interest Assignment and Mortgaging. The holder of any Sub-interest may not grant a Mortgage of their interest, nor assign its Sub-interest grant a further sub-interest except pursuant to the Residential Tenancy Requirements.

## 22. MORTGAGING

- 22.1 Mortgaging by Lessee. The Lessee may grant a Unit Mortgage in respect of the whole of the Lessee’s interest in this Lease by any means without the consent of the Lessor. The Lessor confirms that the Unit Mortgagee holding any Unit Mortgage granted by the Lessee hereunder may enforce its Unit Mortgage to the fullest extent and may acquire the sub-subleasehold estate in any lawful way and, by its representative or a receiver, as the case may be, and subject to section 22.2, may take possession of and use the Unit(s) in accordance with this Lease and sell or assign this Lease subject to and in accordance with the terms and conditions of this Lease.
- 22.2 Conditions of Enforcement Rights. Notwithstanding anything else in this Lease, any enforcement by a Unit Mortgagee holding a Unit Mortgage will be subject to the following conditions:

- (a) prior to the Unit Mortgagee taking possession of the Unit(s) or acquiring the Lessee's interest in this Lease (and the appointment by the Unit Mortgagee of a receiver of the Lessee and steps taken by the receiver in such capacity will not constitute the Unit Mortgagee as being in possession of the Unit(s)), the Unit Mortgagee or the receiver must attorn to the Lessor under this Lease and agree with the Lessor to perform and observe all the Lessee's covenants and agreements under this Lease, including the transfer of the Lessee's membership interest in the Homeowner Condo Corporation to any assignee, pursuant to an agreement in writing with the Lessor, but only for the period of time that the Unit Mortgagee is actually in possession of the Unit(s) and until this Lease is duly assigned to an assignee as provided in section 22.2(b); and
- (b) prior to the completion of any assignment of this Lease pursuant to any realization proceedings of a Unit Mortgagee holding a Unit Mortgage, the assignee of the Lessee's interest in this Lease must covenant and agree in writing with the Lessor to attorn to the Lessor as lessor under this Lease and to observe and perform all of the Lessee's covenants and agreements, and to be responsible for the duties and obligations, of the Lessee under this Lease in accordance with section 20.3 and accept a transfer of the Lessee's membership interest in the Homeowner Condo Corporation.

22.3 Lessor's Lender Agreement. Upon request by the Lessee, the Lessor will enter into a lender agreement with any Unit Mortgagee whose Unit Mortgage has been granted in accordance with this Lease in the form of Schedule G. The Lessor will act reasonably in considering any revision proposed by any Unit Mortgagee to the form attached as Schedule G. The Lessee will pay the Lessor's reasonable administrative charges and reasonable direct out-of-pocket costs and expenses (including any reasonable legal or other consulting fees) incurred in respect of the negotiation of any such changes.

22.4 Unit Mortgages Insured by CMHC. Notwithstanding any other provisions of this Lease, where there is a Unit Mortgage and the Unit Mortgagee is insured against borrower default under the *National Housing Act* (Canada), then:

- (a) during any such time as CMHC has possession of the Unit(s) or holds the equity of redemption in the Unit(s), CMHC will not assume or be responsible for the duties, obligations or liabilities contained in this Lease whatsoever, except that it will be bound by section 11.2 to the extent applicable;
- (b) throughout any period of time during which, as a result of proceedings for default under the Unit Mortgage including transfer of title under the *National Housing Act* (Canada), the Unit Mortgagee or CMHC as successor is in leasehold possession of the Unit(s) or holds leasehold title to the Unit(s),

- (i) the Lessor waives, as against the Unit Mortgagee and CMHC and their successors and assigns, all Rent and Additional Rent and interest accruing and otherwise required to be paid under this Lease, but for the purposes of this waiver, Rent and Additional Rent do not include Real Property Taxes and utility charges required to be paid by the Lessor the Lessee and the actual costs of construction, maintenance and repair of damage that are the responsibility of the Lessee, and
- (ii) the review and approval of the Lessor shall not be required with respect to plans, specifications, contractors, workers, tradesmen, materials, proposals, details and drawings for repairs, replacements, maintenance, improvements, alterations, and decorations, and
- (iii) the consent of the Lessor shall not be required with respect to any vacancy of or removal of goods from the Unit(s);
- (c) no restriction on assignment or subletting of this Lease by the Lessee applies to any assignment or subletting or release of this Lease to or by the Unit Mortgagee or CMHC as successor, and the Unit Mortgagee and CMHC shall not remain liable on the Lease after assignment or release by them;
- (d) there shall be no obligation on CMHC to arrange or maintain any insurance;
- (e) there shall be no obligation on CMHC to indemnify the Lessor except where CMHC would be so obligated apart from the terms of this Lease;
- (f) any party requiring arbitration pursuant to the terms of this Lease shall give timely notice of all arbitration proceedings to the Unit Mortgagee and the Unit Mortgagee may participate fully in the proceedings if in its reasonable opinion the outcome may affect its security; and
- (g) without restricting the generality of the foregoing, all references to Unit Mortgagee shall include CMHC.

**23. DAMAGE AND DESTRUCTION**

23.1 Damage or Destruction. If a Unit or any Improvements in the Unit are damaged or destroyed during the Term, then:

- (a) the Lessee will promptly secure the Unit, if necessary, so that the Unit does not pose a danger to any person;
- (b) the Lessee will promptly notify the Lessor;

- (c) this Lease will not be deemed to have ended;
- (d) there will be no reduction or postponement of Rent; and
- (e) the Lessee will take such steps, and allow such access to the Unit, as will be required in order for the Lessor and the Homeowner Condo Corporation to perform their obligations under the Lease, including the Condo Building Property Covenants.

23.2 Repair and Replacement. Subject to the termination of this Lease pursuant to section 23.3, the Lessee shall repair or cause each Unit to be repaired to the standards required in the Condo Building Property Covenants.

23.3 Determination not to Repair or Replace. In the event that the Lessor determines, in accordance with Section 24.3 of the Prepaid Residential Lease, not to repair or replace the Unit(s), this Lease shall be terminated and the Lessee shall surrender possession of the Unit(s) on such reasonable date as the Lessor shall notify the Lessee in writing. Notwithstanding any such surrender, the Lessee shall remain entitled to such insurance proceeds as it is entitled under the Condo Building Property Covenants. This section 23.3 shall survive the termination or expiry of this Lease.

## 24. IMPROVEMENTS AND CHATTELS

24.1 Improvements and Chattels. The parties agree as follows in respect of the Improvements and chattels:

- (a) Subject to the remainder of this section 24.1, ownership of any Improvements made upon or to the Unit(s) by or for the Lessee will vest in the Lessee as and from the time such Improvements are made.
- (b) Upon the expiration of this Lease or earlier termination of the Term, the Lessee will leave all Improvements to the Unit(s), repaired, maintained and kept up in a good and workmanlike manner and in a safe, good, clean and tidy condition, in accordance with the requirements of this Lease and Applicable Laws, all at the sole cost and expense of the Lessee.
- (c) Upon the expiration or earlier termination of the Term, the Lessee will remove or cause to be removed all of its Personal Fixtures and other chattels, unless otherwise agreed to by the Lessor in writing, in its discretion.
- (d) Upon the expiration of this Lease or earlier termination of the Term, the Lessee will, without limiting the foregoing, promptly remove any garbage or debris from the Unit(s) and secure the Unit(s), if necessary, so that each Unit does not pose a danger to any person.

- (e) If the Lessee does not promptly remove Personal Fixtures or chattels required to be removed by the Lessee prior to or upon expiration of this Lease or earlier termination of the Term, or does not leave the Unit(s) in the condition required under section 24.1(d), then, without notice to the Lessee, the Lessor may do so at the cost of the Lessee and the Lessee will reimburse the Lessor for any cost reasonably incurred by the Lessor in connection therewith within 10 days after receipt by the Lessee of the Lessor's invoice therefor. The Lessor may remove and dispose of any such remaining Personal Fixtures and chattels, as determined by the Lessor in its discretion, and the Lessor will not be responsible to the Lessee for any loss suffered by the Lessee or any other person as a result of such removal or disposal.

## 25. INDEMNITY

- 25.1 Lessee's Indemnity. The Lessee will indemnify and save harmless the Lessor, the Lessor's Representatives, the Head Lessee and His Majesty against and from all liability, loss, costs, Claims or Damages arising out of or related to any occupation of the Unit(s) or the Lessee's, or a Lessee Party's, use of the Development during the Term, except to the extent caused by the gross negligence or wilful misconduct of His Majesty, the Lessor, the Lessor's Representatives or any other person for whom the Lessor is responsible at law, and excluding any consequential Damages in connection with any of the foregoing.
- 25.2 CMHC and Unit Mortgagee. There shall be no obligation for a Unit Mortgagee or for CMHC to indemnify the Lessor, the Lessor's Representatives, the Head Lessee or His Majesty herein.

## 26. QUIET ENJOYMENT

- 26.1 Quiet Enjoyment. The Lessee, by paying the Rent and any other amounts payable under this Lease and observing and performing its covenants in this Lease, may peaceably and quietly possess, hold and enjoy the Unit(s) during the Term without any interruption or disturbance by the Lessor or anyone claiming by or through the Lessor, except as otherwise expressly set out in this Lease.

## 27. DEFAULT

- 27.1 Non-Cancellable. Notwithstanding anything in this Lease, but subject to sections 2.2(2) and 23.3, this Lease will be non-cancellable by the Lessor, and the Lessor will not have the right to re-enter or take possession of all or any part of the Unit(s) for the remaining part of the Term or terminate this Lease early for any reason. Notwithstanding the foregoing, the Lessor will be entitled to exercise any other right or remedy available to the Lessee under this Lease or at law in the event of any default by the Lessee under this Lease, including, without limitation, obtaining an injunction or order for specific performance.

- 27.2 Lessee Default. If:

- (a) the Lessee fails to pay any Rent when due under this Lease;
- (b) the Lessee fails to pay any other amount payable to the Lessor when due under this Lease; or
- (c) the Lessee is in default of any other material duty or obligation hereunder,

then, at any time during the continuance of any of the foregoing defaults, the Lessor may give the Lessee written notice of such default.

27.3 Notices to Unit Mortgagees. No notice of default under this Article 27 will be valid for any purpose unless and until a copy of such notice is also given to each Unit Mortgagee entitled to receive a notice in accordance with an agreement entered into in accordance with section 22.3 in accordance with the terms of such an agreement, and each Unit Mortgagee will be entitled thirty (30) days to cure the default, commencing as of the date of receipt by the Unit Mortgagee of such written notice.

27.4 Entitlement to Cure. Any curing of a default by any person (other than the Lessor) on behalf of the Lessee will be construed as curing of that default by the Lessee.

27.5 Remedies other than Termination. Notwithstanding termination may not be available in the circumstances set out in section 27.1, the Lessor shall be entitled to all such other remedies as may be available to the Lessor at law, including specific performance and any other order as shall be granted by a Court in its discretion, which the parties hereby agree shall be available to the Lessor.

27.6 Remedies Cumulative / Concurrently Exercise. 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.

## 28. **INSPECTIONS AND PERFORMANCE OF COVENANTS**

28.1 Inspections. Without limiting any other provision under this Lease, the Lessee will, following not less than three (3) Business Days' notice from the Lessor (except in the case of an emergency, when no notice period will be required), provide or cause to be provided to His Majesty and His Majesty's representatives, the Head Lessee and the Head Lessee's representatives, and the Lessor and the Lessor's Representatives reasonable access to such portions of the Unit(s) as are reasonably necessary, during the Lessee's business hours and at times agreed to by the Lessee, acting reasonably, for the purposes of inspecting the Unit(s) and determining whether the Lessee's covenants, duties and obligations under this Lease are being duly observed and performed. The Lessee may require that a Lessee's Representative be present during any such inspection, but the Lessor may proceed with any inspection at an agreed upon time, regardless of whether the Lessee makes such a Lessee's Representative available at such time. If an inspection is in response to a default under this Lease, or if in the process of inspecting the Unit(s), His Majesty the Head Lessee or the Lessor discovers or confirms that there is a default

under this Lease, then the reasonable expenses of His Majesty, the Head Lessee or the Lessor, as applicable, under this section are deemed to be Additional Rent.

- 28.2 Lessee Covenants. All agreements, terms, conditions, provisos, duties and obligations to be performed or observed by the Lessee under this Lease will be deemed to be lessee's covenants and all the Lessee's covenants in this Lease are made in favour of the Lessor by the Lessee for itself and for its successors and assigns.

## 29. PERFORMANCE BY LESSOR

- 29.1 Payment by Lessor. If the Lessee does not pay when due any amount payable by the Lessee to a third party in accordance with this Lease, the Lessor may pay such amount, in which case the Lessee will repay the Lessor such amount, plus 15% thereof as the Lessor's reasonable administrative charge, within ten (10) days after written notice from the Lessor in respect thereof. Any amounts payable by the Lessee under this section 29.1 shall be recoverable as Additional Rent.

- 29.2 Performance by Lessor. Without limiting any other remedy of the Lessor under this Lease, if the Lessor requests in writing that the Lessee perform any Lessee's covenant under this Lease, if the Lessee does not perform the covenant within 15 days of such request, or forthwith in the case of an emergency, the Lessor may (but will not be obligated to), upon not less than three (3) Business Days' further written notice to the Lessee, or no notice in the case of an emergency, do whatever is reasonably necessary to perform the covenant, in which case the Lessee will pay to the Lessor any cost or expense reasonably incurred by the Lessor in performing the covenant, plus 15% thereof as the Lessor's reasonable administrative charge, within ten (10) days after written notice from the Lessor in respect thereof. In the case of any work carried out in accordance with this provision, the Lessor will have no duty or obligation to complete any work commenced by the Lessor. The Lessee will provide or cause to be provided to the Lessor and the Lessor's Representatives all reasonable and necessary access to the Unit(s) for the purpose of carrying out any work in accordance with this section 29.2, and the Lessee will be entitled to have a Lessee's Representative present during the carrying out of any such work, but the Lessor may proceed with such work regardless of whether the Lessee makes such a Lessee's Representative available. Any amounts payable by the Lessee under this section 29.2 shall be recoverable as Additional Rent.

- 29.3 Recovery as Rent in Arrears. The amount of any Damage, loss, expense or payment referred to in section 29.1 or section 29.2 will be recoverable in the manner provided under this Lease for Rent in arrears.

## 30. ARREARS TO BEAR INTEREST

- 30.1 Arrears to Bear Interest. If the Rent or any other amount owing by the Lessee to the Lessor under this Lease is not paid when due, such amount will bear interest at the Interest Rate from the date the Rent or other amount is due until the date of the

payment, but this stipulation for interest will not prejudice or affect any other rights or remedies of the Lessor under this Lease or otherwise, or be construed to relieve the Lessee from any default in paying the Rent or other amount at the time and in the manner specified in this Lease.

### **31. SURRENDER OF POSSESSION**

31.1 Surrender of Possession. Subject to Article 24, when the Term expires, the Lessee will peaceably surrender the Unit(s) and those Improvements which are to remain on or in the Unit(s) in accordance with this Lease, as applicable, in the condition they were required to be kept and left in accordance with this Lease.

### **32. REPRESENTATIONS AND WARRANTIES**

32.1 Lessor's Representations and Warranties. The Lessor represents and warrants to the Lessee that:

- (a) the Prepaid Residential Lease contains the complete agreement between the Head Lessee and the Lessor with respect to the Development and the Prepaid Residential Lease has not been amended or modified in any way;
- (b) the Prepaid Residential Lease is a good, valid and subsisting lease and the Lessor holds the Prepaid Residential Lease free and clear of any liens, charges and encumbrances other than the Permitted Encumbrances;
- (c) all rent due and required to be paid by the Lessor, as lessee, to the Head Lessee under the Prepaid Residential Lease up to the Commencement Date has been paid in full; and
- (d) all of the duties and obligations of the Lessor as the lessee under the Prepaid Residential Lease have been duly observed and performed by the Lessor and the Lessor is not in default under the Prepaid Residential Lease; and
- (e) to the best of the knowledge of the Lessee, all of the duties and obligations of the Head Lessee as the lessor under the Prepaid Residential Lease have been duly observed and performed by the Head Lessee and the Head Lessee is not in default under the Prepaid Residential Lease; and

The representations and warranties contained in this section 32.1 will survive for a period of 12 months from the Commencement Date, and the Lessee will not bring any action or make any Claim whatsoever with respect to such representations and warranties unless written notice of a Claim is given to the Lessor on or before the expiration of such 12 month period.

32.2 Lessee's Representation and Warranty. The Lessee warrants and represents to the Lessor that the Lessee is not now and will not be at any time during the Term when the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*

(Canada) applies, a non-Canadian as defined in that Act and the regulations promulgated thereunder, as amended or substituted from time to time.

- 32.3 Residential Tenancy Agreement and Assignment Representation and Warranty. The Lessee shall ensure that a representation to the effect of that contained in section 32.2 is included in every Residential Tenancy Agreement and every assignment of this Lease, to be provided by the lessee and assignee thereunder, respectively.

### 33. CERTIFICATES OF STATUS

- 33.1 Certificates of Status. Each of the parties will, at any time and from time to time, upon not less than ten (10) days' prior written reasonable request by the other party, execute and deliver to the requesting party or to any other person as requested by the requesting party, a signed written statement certifying:

- (a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that this Lease is in full force and effect as modified;
- (b) that, to the knowledge of the party making the certification (without investigation), neither party is in default of any provision of this Lease, or if in default, the particulars thereof; and
- (c) any other matters related to this Lease as may be reasonably requested.

### 34. DISPUTE RESOLUTION

- 34.1 Arbitration.

- (a) The parties agree that:
  - (i) any dispute between the Lessor and the Lessee that is to be referred to binding arbitration in accordance with a specific provision of this Lease; or
  - (ii) any other dispute in respect of this Lease that both parties agree is to be referred to binding arbitration,

will be resolved by arbitration in the same manner and subject to the same rights and limitations as are set out in Schedule G of the Prepaid Residential Lease.

- (b) Notwithstanding the foregoing, if the Lessor receives a written notice, from either His Majesty or the Head Lessee, of default under the Head Lease with respect to a matter that is then in arbitration, the Lessor will give the Lessee a copy of such written notice of default within 10 days after receipt thereof by the Lessor, following which such default shall be considered a default of

a material duty and the Lessor may give the Lessee written notice of default in accordance with section 27.2. If the Lessor does so, any right of arbitration and any arbitration proceedings will be automatically suspended, unless both parties agree otherwise, after which the Lessor may pursue the remedies provided in Article 27.

(c) In any such binding arbitration, but subject to the foregoing paragraph, the arbitrator will be authorized to extend the date for the occurrence or performance of any act or thing under this Lease due to any delay caused by the arbitration proceedings.

34.2 CMHC. In the event that a Unit Mortgage which is insured by CMHC is registered against the Unit(s), then a copy of the notice of dispute shall be given to the Unit Mortgagee at the same time as it is given to the Lessor or Lessee, as the case may be, and if the Unit Mortgagee considers that the dispute may affect its Unit Mortgage security, the Unit Mortgagee shall be given the opportunity to participate in the arbitration proceedings.

**35. NOTICES**

35.1 Notices Must be in Writing. All notices under this Lease must be given in writing and delivered in accordance with this Article 35.

35.2 Addresses for Delivery. The addresses for delivery are as follows, unless and until, in the case of the Lessor or the Lessee only, another address for delivery is specified in accordance with this section 35.2:

**To the Lessor:**

- 
- 
- , Alberta ●

with a copy to:

- 
- 
- , Alberta ●

**To the Lessee:**

- 
- 
- , Alberta ●

with a copy to:

- 
-

## ●, Alberta ●

35.3 Deemed Delivery. A notice to the Lessor or Lessee will be deemed to be received:

- (a) if delivered, or received by registered mail, on or before 4:00 p.m. (Alberta time) on a Business Day, on receipt; and
- (b) if delivered, or received by registered mail, on a day that is not a Business Day or after 4:00 p.m. on a Business Day, on the next Business Day.

Any party may change its address to another address by informing the other parties of the new address, and such change will take effect 10 days after the notice is received. Upon request by any party, the parties will amend this Lease to reflect any change of address of the applicable party.

### 36. INTERPRETATION

- 36.1 Certain Determinations by Lessor. Any determination by the Lessor as to the condition of the Unit(s), whether the Lessee has complied with Applicable Laws will be made by the Lessor in good faith and acting reasonably, and at any time within 45 days after receipt by the Lessee of written notice by the Lessor that the Lessee is in default under this Lease with respect to any of such matters, such dispute shall not be determined by a Court but the Lessee may refer the matter to binding arbitration in accordance with section 34.1.
- 36.2 Exercise of Discretion. Subject to section 36.1, in this Lease, including the Schedules hereto, as applicable, when any act, decision or other thing is stated to be in the discretion of any party, the party will have the sole, absolute and unfettered discretion with respect to such act, decision or thing and, without limiting the generality of foregoing, the discretion may be exercised arbitrarily or without reason or justification.
- 36.3 References to Enactments. Any reference to any enactment, including any Environmental Law or other Applicable Law, includes any amendments to or replacements of such enactment, and all regulations made under such enactment, all as amended and in force and effect at any time and from time to time.
- 36.4 Non-Limiting. The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 36.5 Headings. 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 this Lease or any of its provisions.

36.6 Internal References. Any reference in this Lease to an Article or section will mean an Article or section of this Lease unless otherwise expressly provided.

### 37. MISCELLANEOUS

37.1 Entire Agreement. This Lease, and any other written agreement between the Lessor and the Lessee, together set forth the entire agreement and understanding of the parties with respect to the subleasing of the Unit(s) to the Lessee and supersede all prior agreements and understandings between the parties with respect to the subject matter thereof and there are no oral or written agreements, promises, warranties, guarantees, terms, conditions, representations or collateral agreements whatsoever, express or implied, between the Lessor and the Lessee other than those contained in this Lease and any other such written agreement. Nothing contained in this Lease will modify or limit any covenant, duty or obligation of either the Lessor or the Lessee under any other written agreement between the Lessor and the Lessee.

37.2 Amendments. No amendment of this Lease will be valid or binding unless made by a written agreement signed by all parties.

37.3 No Waiver. No condoning, excusing or overlooking by either party of any default by the other party at any time or times in performing or observing any of the other party's covenants will operate as a waiver of or otherwise affect the rights of the non-defaulting party in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the non-defaulting party. No waiver of any provision of this Lease will be inferred from anything done or omitted by either of the parties except by an express waiver in writing duly executed by the respective party.

37.4 Time. Time is of the essence in this Lease and will remain of the essence notwithstanding any extension of any period of time in respect hereof. References to time of day or date in this Lease mean local time or date in Calgary, Alberta.

37.5 Force Majeure. Notwithstanding section 37.4, wherever this Lease provides that any act or thing is to be done or performed by a certain date and the doing or performance of such act or thing is delayed due to a pandemic, strike, lockout, act of God, inability to obtain labour or materials, climatic condition or any other condition or cause beyond the reasonable control of the party obligated to do or perform such act or thing (not including any inability of the party to perform due to a lack of funds), the date specified herein for the doing or performance of such act or thing will be extended by the period of such delay provided that the party advises the other parties upon the occurrence of such event giving rise to such delay and takes all commercially reasonable efforts to respond thereto. In addition, the provisions of this section 37.5 shall not operate to extend the Term.

37.6 Business Days. If the date for the performance of any act or thing under this Lease falls on a day that is not a Business Day, then the date for the performance of such act or thing will be automatically extended to the next Business Day.

- 37.7 Number and Gender. Reference to any 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.
- 37.8 Joint and Several. If any party is comprised of more than one person then all covenants and agreements of that party will be deemed joint and several covenants and agreements of all persons comprising such party.
- 37.9 No Agency, Partnership or Joint Venture. Nothing in this Lease will be construed as making the Lessor an agent, partner or joint venturer with the Lessee nor as creating any relationship between the parties other than the relationship of sublessor and sublessee. The parties acknowledge that this Lease does not constitute an association or other relationship for the purpose of establishing or evidencing a partnership or joint venture and does not create an agency relationship between the Lessor and the Lessee.
- 37.10 Execution in Counterpart and Delivery. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be delivered in original, faxed or electronic PDF form and the parties adopt any signatures received by facsimile or electronic transmission as original signatures of the parties.
- 37.11 Enurement. This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, permitted 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.

**[Execution page(s) follow.]**

IN WITNESS WHEREOF the parties have executed and delivered this Lease by signing this Lease below as of the date and year first above written.

**Lessor:**

●

by its duly authorized signatory(ies):

**Witness:**

---

**Lessee:**

---