



Application for Registration

Clarification

Signature of Registration Officer

Date



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-02

APPROVED AS TO THE FORM BY THE DIRECTOR OF LANDS PURSUANT TO THE WESTBANK FIRST NATION LAND RULES

Signature: [Handwritten Signature]
Date: Jan 20 2021

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 6 Pages

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

Porrelli Law
221 3011 Louie Drive, Westbank, BC V4T 3E3
Phone (250) 768-0717
File #3588

[Handwritten Signature]
Signature of Applicant, Applicant's Solicitor or Agent

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

Table with 2 columns: PIN, LEGAL DESCRIPTION. Rows include Lot 331, CLSR 76824, Tsinstikpetum No. 10 and Lot 188, CLSR 76824, Tsinstikpetum No. 10.

Table with 3 columns: NATURE OF INTEREST: DESCRIPTION, DOCUMENT REFERENCE (page and paragraph), PERSON ENTITLED TO INTEREST. Row: Modification of Lease No. 5022735, Entire Instrument, Transferee.

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

- [] Lease, [] Agreement for Sale, [] Licence, [] Sublease, [] Assignment of Mortgage, [] Easement, [] Assignment of Lease, [] Discharge of Mortgage, [] Release, [] Assignment of Sublease, [] Permit, [x] Modification of Lease

Part 2 includes any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If discharge of mortgage or release is selected, the interest described in Item 3 is released or discharged from the land described in Item 2.

5. TRANSFEROR(S): including occupation(s), postal address(es) and postal code(s)

RONALD MICHAEL DERRICKSON, Businessman and DOUGLAS NOLL THEODORE DERRICKSON, Businessman, both of 3561 Carrington Road, Westbank, BC V4T 3L8

6. TRANSFEREE(S): including occupation(s), postal address(es) and postal code(s)

SHELTER BAY PARTNERSHIP (Inc. No. Fm0720020) 202-45793 Luckacuck Way Chilliwack BC V2L 5S3

7. ADDITIONAL OR MODIFIED TERMS: NIL

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

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

[Handwritten Signature]
MURRAY D. GLAZIER
BARRISTER & SOLICITOR
2nd Floor - 1674 Bertram Street
Kelowna BC V1Y 9G4
Ph(250)763-3343 Fax(250)769-9524
As to the signature

Table for execution date: Y (20), M (10), D (/)

[Handwritten Signature]
Ronald Michael Derrickson

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979 c 116, to take affidavits for use in British Columbia.



WESTBANK FIRST NATION

Westbank Lands Register
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EXECUTIONS CONTINUED

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Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

Y	M	D
20	10	1

DOUGLAS NOLL THEODORE
DERRICKSON by his authorized
Attorney:

Ronald Michael Derrickson

MURRAY D. GLAZIER
BARRISTER & SOLICITOR
2nd Floor - 1074 Bertram Street
Kelowna BC V1Y 0G4
Ph(250)768-0048 Fax(250)768-0524

As to the signature

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1996 c 124*, to take



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-05

EXECUTIONS CONTINUED

Officer Signature(s)

BRUCE W. DAVIES
Barrister & Solicitor
WATERSTONE LAW GROUP LLP
201 - 45793 Luckakuck Way
Chilliwack, BC V2R 5S3
604-824-7777
As to the signature

EXECUTION DATE

Y	M	D
21 20	01	16

Party(ies) Signature(s)

SHELTER BAY PARTNERSHIP by its
authorized signatory:

Eric Van Maren

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1996 c 124*, to take



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

MODIFICATION OF LEASE

THIS INDENTURE made as of the 1st day of October, 2020.

AMONG:

**RONALD MICHAEL DERRICKSON and
DOUGLAS NOLL THEODORE DERRICKSON**

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

AND:

SHELTER BAY PARTNERSHIP

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

A. By virtue of a Lease dated September 27, 2017 registered as No. 5022735 (the "**Lease**"), the Lessee leased the property legally described as:

PIN	LEGAL DESCRIPTION
900020255	Lot 188, CLSR 76824, Tsinstikeptum No. 10
900020263	Lot 331, CLSR 76824, Tsinstikeptum No. 10

(the "**Lands**")

B. The parties have agreed to modify the Lease as set out herein.

In consideration of the covenants, conditions, and agreements hereinafter reserved and contained on the part of the Lessor and the Lessee, and \$10.00 now paid by the Lessee to the Lessor, and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

1. The parties acknowledge that all Rent payable for the Term has now been paid in full and section 5 of the Lease is amended accordingly.
2. Sections 7.4, and 7.6 are hereby deleted in their entirety.
3. In Section 7.5, the words "Subject to Section 7.4" are hereby deleted and this Section shall now be Section 7.4.



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4. Section 8 is deleted in its entirety and replaced with the following:

“8. NO RIGHT TO TERMINATE BY LESSOR

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

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

5. Section 9.3 is deleted in its entirety.

6. Section 34 is deleted in its entirety and replaced with the following:

“34. DEFAULT

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

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

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

then, subject to the provisions of this Article 34 and to the rights of the parties under Article 47, the Lessor may take such action as provided in Section 34.6.



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- 34.3 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each Approved Mortgagee and the Owner Association. The copy of such notice may be given to the Approved Mortgagee and the Owner Association at the address specified by them and otherwise on the same terms and conditions as applicable to notices referred to in Article 48.
 - 34.4 Any curing of a default by an Approved Mortgagee, Owner Association or any Sublessee will be construed as curing of that default by the Lessee.
 - 34.5 If any disagreement arises as to the occurrence or subsistence of a default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, an Approved Mortgagee or a Sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.
 - 34.6 The Lessor acknowledges that in consideration of the Rent, the Lessor will only be able to seek recourse in respect of alleged default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, or seek an order of a court of competent jurisdiction restraining continuing breach, and has no right to cancel or terminate this Lease.”
7. Except as modified, all other terms and conditions of the Lease remain in full force and effect.
 8. This agreement is binding upon the parties hereto, their successors and assigns.

END OF DOCUMENT