Application for Registration

Privacy Act Statement

"This statement explains the purposes and use of your personal information. Only information needed to respond to program requirements will be requested. Collection and use of personal information is in accordance with the *Privacy Act.* In some cases, information may be disclosed without your consent pursuant to subsection 8(2) of the *Privacy Act.*

The collection and use of your personal information for this Statutory Declaration is authorized by sections 21 - 55 of the *Indian Act* $\frac{\text{http://laws-lois.justice.gc.ca/eng/acts/i-5/}}{\text{and is required for your participation.}}$

We will use your personal information, your contact information, for the processing of the form. We share the personal information you give us with Bands (First Nation Governments) for whom AANDC tracks this. The information collected is described in Personal Information Bank "Monitoring and Compliance of Reserve Land Instruments", AANDC PPU 096, detailed at http://www.aadnc-aandc.gc.ca/eng/1100100011039/1100100011040, will be retained for a period of 30 years after the last administrative action and then transferred to Library and Archives Canada (LAC) as archival records.

As stated in the *Privacy Act*, you have the right to access your personal information and request changes to incorrect information. Contact our office (toll-free) at 1-800-567-9604 to notify us about incorrect information. For more information on privacy issues and the *Privacy Act* in general, you can consult the Privacy Commissioner at 1 (800) 282-1376.

Send Two Copies to:

Aboriginal Affairs and Northern Development Canada Indian Lands Registry Terrasses de la Chaudiere Ottawa, Ontario K1A 0H4 Attention: Registrar of Indian Lands

Registration Number Re	ceived Date	Regional File Number			
5026056 2	021/01/20	2021-057			
NAME OF PARTIES TO INSTRUMENT					
	G	rantor			
Name Rangeld Michael Deviates an					
Ronald Michael Derickson Douglas Noll Theodore Derrickson					
Grantee					
Name_	J				
Shelter Bay Partnership (Inc.No. FM07	20020)				
Instrument Type	Madification of Lagr	. 070			
Instrument Type Instrument Date	Modification of Lease 2020/10/01	9 070			
FN/SG Land Code	106.1				
Purpose	100.1				
Remarks	Lease No. 5022735				
LAND DESCRIPTION					
	DDITIOU	COLLINADIA			
Province : Reserve Name		COLUMBIA SINSTIKEPTUM 10			
Legal Description - Land Affected		Canada Lands Surveys Record 76824			
Province :					
Reserve Name	BRITISH COLUMBIA 07421 - TSINSTIKEPTUM 10				
Legal Description - Land Affected		Canada Lands Surveys Record 76824			
List of Supporting of	locumentation (must be atta	ched to document or a registration number quoted)			
Applicant Email :		Band Email : Lands@wfn.ca			
Applicant Email :		Bana Email : Earlas@wiii.sa			
	_ ()				
Signature of Applicant	Tel. number of Applicant	email	Date		
	Do.	turn To :			
Lynn Vanderburg	Ke	tum 10.			
Suite 301 515 Highway 97S					
Kelowna, BRITISH CÓLUMBIA V4T 1M5					
Registration Number					
Registration Date:	and Time:				
	Signature of Registration	Officer	Date		
	Signatare of Registration	. 666.	Date		
Comments					

Canada Autochtones Canada

Application for Registration

Clarification	
Signature of Registration Officer	 Date

Westbank Lands Register Form No. WFN-02

GENERAL INSTRUMENT - PART 1

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

Signature	: DODM	duh
Date:	TOTAL S	20.2001

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		Signature of Applicant.	, Applicant's Solicitor or Agent
2.	PARCEL IDENTIFIER(S) AND LE PIN LEGAL DESCR		LAND:	
		LSR 76824, Tsinstikpetun LSR 76824, Tsinstikpetun		
3.	NATURE OF INTEREST: DESCRIPTION	DOCUMENT RE (page and parag		PERSON ENTITLED TO INTEREST
	Modification of Lease No. 50227	35 Entire Instrum	nent	Transferee
4.	TERMS: Part 2 of this instrument consists of (select one only)			
	[] Lease	[] Agreement for S	ale	[] Licence
	[] Sublease	[] Assignment of M	lortgage	[] Easement
	[] Assignment of Lease	[] Discharge of Mo	rtgage	[] Release

(This area for Westbank Lands Office use)

[x] Modification of Lease [] Assignment of Sublease [] Permit

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

SHELTER BAY PARTNERSHIP (Inc. No. FM 0720020) 202-

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

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

D Μ 20 10

Rarty(ies) Signature(s)

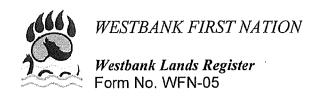
Ronald Michael Derrickson

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

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.



EXECUTIONS CONTINUED

Page 2 of 6 Pages

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

M D

DOUGLAS NOLL THEODORE **DERRICKSON** by his authorized

Attorney:

MURRAY D. GLAZIER BARRISTER & SOLICITOR

2nd Floor - 1674 Bertram Street Kelowna BO V1Y 994 Ph(869)769-8646 Fax(860)769-9524

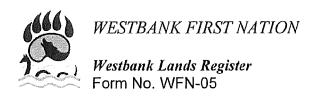
As to the signature

20 10

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. 1996 c 124, to



EXECUTIONS CONTINUED

Page 3 of 6 Pages

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

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 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.]

Page 4 of 6

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:

- 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.



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.]

Page 5 of 6

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.



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.]

Page 6 of 6

- 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