

11. NON-DISTURBANCE

- 11.1 The Lessor hereby covenants, to and in favor of the Lessee and for the benefit of every sublessee, mortgagee, licensee, permittee, or holder of any other interest in the Lessee's leasehold estate hereunder or in any interest derived therefrom (each of which parties is herein called an "Interested Party"), that if this Lease is cancelled for any reason whatsoever prior to the expiration of the Term or if any rights of the Lessee hereunder are cancelled, suspended or interfered with for any reason whatsoever, the Lessor will not disturb or interfere with the possession, interest or rights of any such Interested Party in respect of the Lands during the Term, and any renewal or extension provided that such Interested Party observes and performs for and in favor of the Lessor, its covenants and obligations contained in its sublease, mortgage, license, permit, concession or other instrument under which such Interested Party's interest in respect of the Lands arises. The Lessor will sign such non-disturbance agreements as may be reasonably requested, but subject always to payment of the Lessor's reasonable legal costs and other costs without delay, to confirm the Lessor's agreements relating hereto. Without limiting the generality of the foregoing, the non-disturbance agreement will contain the wording of Section 10.2 when the Interested Party is a sublessee.

12. UTILITIES AND ACCESS

- 12.1 The Lessor has provided at its own expense sewer, water and utilities required to be connected to the Project, complete and installed to the property line of the Lands.
- 12.2 The Lessee will pay for all water, gas, telephone, internet, light, power, heat, air-conditioning, natural gas, sewer and garbage disposal services and facilities used in the Premises.
- 12.3 No interruption of any service or facility provided to the Premises other than due to the negligence or willful act or omission of the Lessor or a person for whom the Lessor is responsible at law will be deemed to be a disturbance of the Lessee's enjoyment of the Premises or render the Lessor liable for injury to or in damages to the Lessee or relieve the Parties from their respective obligations under this Lease.
- 12.4 The Lessee will have the right to ingress and egress to and from the Lands over access roads and right of ways in common with other legally entitled thereto, and over the lands of the Lessor if required.
- 12.5 In the event of a fire or other public emergency, persons legally entitled to respond to such emergencies will be allowed access by the Lessee to or across the Lands.

13. TAXES

- 13.1 The Lessee will pay on or before the due date in each and every year during the Term all applicable taxes, trade licenses, rates, levies, duties and assessments of any kind lawfully imposed by any competent authority pursuant to Applicable Laws, whether in respect of the Premises, fixtures, machinery, equipment or business relating to the Premises or in respect of occupation of the Premises by anyone.
- 13.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 13.1, the Lessee may at its own expense, contest or appeal the validity or amount of any taxes provided that the Lessee commences any proceedings to contest or appeal the validity or amount forthwith and continues with the proceedings with reasonable diligence.
- 13.3 The Lessee will, upon written request by the Lessor, provide the Lessor with copies of official receipts of the competent authority or other proof satisfactory to the Lessor, acting reasonably, evidencing payment of taxes payable with respect to the Premises.

- 13.4 The Lessee will pay and discharge all taxes, fees, levies, and/or assessments of any kind now charged or hereafter to be charged by the Lessor or any other competent authority

14. COMPLIANCE WITH LAWS

- 14.1 The Lessee agrees that at all times it shall, at its expense, observe and comply fully with all Applicable Laws. Without limiting the generality of the foregoing, the Lessee agrees that, at the Lessee's expense, it shall: (a) comply with all Environmental Laws, building standards by-laws, zoning by-laws, official plans, development approvals, and building permits relating to the Project; (b) promptly cure all violations of Applicable Laws for which the Lessee has received notice or for which a notice has been issued; (c) obtain all necessary approvals, consents, permits, and permissions for development of the Land and construction of the Improvements before commencing the work requiring such approval, consent, permit, or permission; and (d) pay all fines, penalties, interest, or other costs imposed by any Government Authority in connection with any violation of the Lessee of any Applicable Laws or to comply with any Applicable Laws.
- 14.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 14.1, the Lessee may at its expense, contest or appeal the enforceability or validity of any of the Applicable Laws, provided that the Lessee commences any proceedings to contest or appeal the enforceability or validity thereof or any cost associated therewith immediately and continues with the proceedings with reasonable diligence.
- 14.3 The Lessee will, during the Term and at his own expense, promptly observe and comply with all Applicable Laws concerning the Lands and Improvements.
- 14.4 Without limiting the generality of paragraph 14.1, the Lessee will comply with all Applicable Laws, codes and standards applicable to the storage and handling of Hazardous Substances, including gasoline and propane.
- 14.5 The Applicable Laws, expressly referred to in paragraph 14.1 and 14.2 shall in any event be deemed to be requirements with which the Lessee shall comply as a covenant of this Lease.
- 14.6 If the Lessee is given notice of a breach of any of the Applicable Laws, or charged with any offence thereunder, or served with an order, work order or other notice in respect of them by a Government Authority or Lessor's representative, the Lessee shall forthwith provide a copy of such notice of breach, charge, order, work order or notice to the Lessor.

15. NUISANCE

- 15.1 The Lessee shall not use all or any part of the Premises, nor permit or suffer all or any part of the Premises to be used, for any lawful purpose nor for any purpose or in any manner that would constitute a nuisance of any kind to people using the surrounding properties, the Lessor, or the general public.

16. QUIET ENJOYMENT

- 16.1 The Lessee, by paying the Rent and observing and performing its covenants in this Lease, may peaceably and quietly possess, hold and enjoy the Lands during the Term without any interruption or disturbance by the Lessor or anyone claiming by or through either of them.

17. WASTE

- 17.1 The Lessee will not cause, permit or suffer the commission of any waste on the Lands.
- 17.2 The Lessee will not cause, permit or suffer the removal of any sand, gravel, topsoil, or other material constituting part of the Lands except as required by

construction, maintenance, repairs, alterations and replacements undertaken in connection with the Project or when in compliance with Applicable Laws, in which case, removal will not constitute waste.

18. RUBBISH

- 18.1 The Lessee will not cause, permit or suffer any rubbish or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the uses permitted by Article 17, by the development, construction maintenance, repairs, alterations and replacements undertaken in connection with the Project or as permitted in writing by the Lessor, acting reasonably.

19. ENVIRONMENTAL STANDARDS

- 19.1 The Lessee will at all times conduct all business or activities on the Premises in compliance with Environmental Laws.

20. NO CONTAMINANTS

- 20.1 No Hazardous Substances will be used, emitted, discharged or stored on the Premises or any adjacent land by the Lessee, its officers, directors, invitees, agents, employees or sublessee except in strict compliance with Environmental Laws or lawful requirements of the federal or provincial government or authority, the First Nation Council or the Lands Manager or other lawful authority. The Lessee will immediately give written notice to the Lands Manager of the occurrence of any event in or on the Premises constituting an offence thereunder or being in breach thereof and, if the Lessee will, alone or with others, cause or permit the happening of such event, the Lessee will, at its own expense:

- (a) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all such applicable Environmental Laws, permits, by-laws, ordinances, regulations, notices and orders governing the removal, movement and disposal of, Hazardous Substances; and
- (b) Provide all bonds or securities reasonably required by the Lessor or Government Authority having jurisdiction; and
- (c) if requested, obtain at the Lessee's expense, from an independent consultant designated or approved by the Lessor, acting reasonably, verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent of any failure of this Article 20.

21. COSTS ASSOCIATED WITH MITIGATION OF ENVIRONMENTAL IMPACTS

- 21.1 The Lessee will, at its own expense, remedy any damage to the Lands caused by the performance of the Lessee's obligations under Article 20 and forthwith provide to the Lands Manager a Remedial Plan detailing how it proposes to rectify such discharge of Hazardous Substances.
- 21.2 The Lessee will implement the appropriate technology, design or repair to mitigate anticipated or remediate actual adverse environmental impacts attributable to the Lessee's use of the Premises immediately following discovery or notice thereof by the Lessee. Further, the Lessee will permit the Lessor's representatives and the representatives of the First Nation Council to enter onto the Premises at all reasonable times and on reasonable prior written notice, to inspect and monitor the Lessee's activities in the course of mitigation and to ensure that the Lessee has taken reasonable steps to mitigate any reasonably anticipated or actual adverse impacts attributable to the Lessee on the Environment to the satisfaction of the Lessor. The Lessee may require that a representative of the Lessee be present.

22. POSSESSION OF HAZARDOUS SUBSTANCES

- 22.1 If the Lessee brings or creates upon the Premises or permits the bringing or creating thereon any Hazardous Substance, or if the conduct of the Lessee's business will cause there to be any Hazardous Substances, upon the Lands or the Premises notwithstanding any rule of law to the contrary, such Hazardous Substance, will be and remain the sole and exclusive property of the Lessee and will not become the property of the Lessor or the First Nation notwithstanding the degree of fixation of the Hazardous Substance, or the goods containing the Hazardous Substance, to the Premises and notwithstanding the expiry or earlier termination of this Lease.

23. SURVIVAL OF OBLIGATIONS

- 23.1 The obligations of the Lessee pursuant to Articles 18, 19, 20 and 32 will survive the expiry or earlier termination of this Lease, save only that, to the extent that the performance of these obligations requires access to or entry upon the Premises or any part thereof after the expiration or earlier termination of this Lease, the Lessee will be afforded reasonable entry and access for purposes at such times and upon such terms and conditions as the First Nation Council or the Lands Manager may from time to time reasonably specify in writing. If the Lessee, despite being afforded reasonable opportunities to perform such obligations, fails to do so, the Lessor may, at the Lessee's expense, by the Lessor's officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessor will have no obligation to the Lessee to complete such work.

24. ALTERATIONS AND ADDITIONS

- 24.1 The Lessee will not alter, remove, add to, replace, or make substitutions for the Improvements except in compliance with Applicable Laws.

25. NEW IMPROVEMENTS

- 25.1 The Lessee will not construct any new buildings, structures or other Improvements on, under or above the Lands except in compliance with Applicable Laws and to reasonable industry and construction standards.

26. REPAIR OF PREMISES

- 26.1 The Lessee will be solely responsible, in compliance with Applicable Laws, for the erection of any Improvements on the Lands and for the condition, operation, repair, replacement, maintenance and management of the Premises.

27. SIGNS

- 27.1 The Lessee will have the right to erect or exhibit signage, in accordance with Applicable Laws, in and about any portion of the Premises in conjunction with any lawful purpose described or contemplated in Article 6.

28. LIABILITY INSURANCE

- 28.1 It is the intent of the Parties that all risk of loss for the Premises be shifted to the Lessee's insurance, to the maximum extent practicable, and personally on to the Lessee to the extent not insured for by the Tenant's insurance, including, without limitation, for the Lessor's Parties' negligence. Accordingly, during the Term, the Lessee shall maintain, or cause to be maintained, the insurance required in accordance with this Article 28 of this Lease. Insurance maintained by the Lessor, if any, whether or not paid for, in whole or in part, by the Lessee, shall not release the Lessee from any liability under this Lease nor shift any liability onto the Lessor.
- 28.2 All insurance policies required to be maintained by the Lessee under Article 28 of this Lease shall:
- a) be written on an occurrence basis, except for errors and omissions insurance and environmental liability insurance issued on a claims-made or hybrid

- basis, or as otherwise consented to by the Lessor in writing prior to the issuance, amendment, or renewal of such policy;
- b) provide that such insurance is primary to and not contributory with any similar insurance carried by the Lessor, if any;
 - c) include the Landlord as an additional insured;
 - d) include an undertaking by the insurer in each policy not to cancel or make a material change to the policy without first giving the Lessor thirty (30) days' prior written notice of cancellation or material change;
 - e) not contain a co-insurance clause for property insurance policies; and
 - f) be with insurers licensed to conduct business in the province of Ontario and which have a high insurance company credit rating within the insurance industry.

Further, the Lessee will immediately notify the Lessor of any breaches of the insurance policy that it becomes aware of and provide a copy of any notices that it receives from the insurer in this regard.

- 28.3 At all times during the Term, the Lessee, at its expense, shall maintain commercial general liability insurance, on an occurrence basis, covering all claims and liability for bodily injury (including death) and property damage (including loss of use thereof), arising out of the ownership, development, construction, repair, demolition, occupancy, use, management, or maintenance of, or the operations on, the Premises, in an amount not less than FIVE MILLION Dollars (\$5,000,000.00) per occurrence. Such policy shall include cross-liability and severability of interest clauses in favour of the Lessor. Such policy shall include endorsements (or separate policies) for, without limitation, lessor's legal liability, contractual liability, non-owned automobile liability, owned automobile liability, personal injury, employment practices liability, and owners' and contractor's protective insurance. Without limiting the foregoing, the contractual liability endorsement shall cover the performance by the Lessee of the indemnities given by it in this Lease and all the Lessee's other insurable obligations under this Lease. However, the limit of this, or any other, insurance policy shall not limit the Lessee's liability under the indemnities given by it in this Lease or its liabilities under any other provisions of this Lease.
- 28.4 At all times during the Term, the Lessee, at its expense, shall maintain property insurance covering loss or damage to the Improvements, in an amount equal to the full replacement cost thereof, from "all risks" (as such term is used in the insurance industry in the province of Ontario) and additional perils including, without limitation, fire, flood, earthquake, sewer back-up, collapse, and by-laws.

29. INSURANCE VALIDATION

- 29.1 The Lessee will not do, permit or suffer anything to be done at the Premises which might cause any policy of insurance required by this Lease to be invalidated or cancelled, and the Lessee will comply forthwith every lawful notice in writing from the Lands Manager or any insurer requiring the execution of works or discontinuance of any use of the premises in order to avoid invalidation or cancellation of any insurance.
- 29.2 The Lessee releases and indemnifies the Lessor and the First Nation from all liability for loss or damage caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure, except if the loss, damage or injury may arise out of the negligence or omission of the Lessor, the First Nation, its officers, employees, agents or contractors, and even though the Lessee has failed to so insure.
- 29.3 The Lessee will, upon reasonable request therefore, deliver certificates of the insurance evidencing every policy of insurance that is required by this Lease within a reasonable time after the insurance is effected and will, upon request, deliver a certificate of renewal that the insurance has been renewed or replaced at least ten (10) days before the expiry of any policy of insurance in force.
- 29.4 The Lessee will, upon written request, forthwith deliver a certified copy of every insurance policy taken out by the Lessee with respect to the Premises.

30. RESTORATION OR REPAIR OF DAMAGED PREMISES

- 30.1 Where the Lessee determines to restore or repair damage to the Premises, such restoration or repair will be carried out in good and workmanlike manner and with reasonable diligence and in compliance with Applicable Laws.
- 30.2 The Lessee, prior to commencing any work of restoring, rebuilding or replacing the Improvements, in whole or in part, will remove or screen unsightly rubble and debris resulting from damage or destruction and will keep the Lands in safe and secure condition. If the Lessee fails to perform such obligations in any material respect, the Lessor may, at the Lessee's expense, by the Lessor's officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessor will have no obligation to the Lessee to complete such work.

31. BUILDINGS, FIXTURES AND CHATELS

- 31.1 Ownership of any Improvements made upon or to the Lands by or for the Lessee will vest in the Lessee or any sublessee, licensee, or permittee of the Lessee, as the case may be, for and during the Term, notwithstanding any rule or law to the contrary. Notwithstanding the foregoing, the Lessor will be entitled, on written notice to the Lessee delivered prior to the commencement of the last two years of the Term, setting out, if any, requirements of the Lessee to:
- a) Remove some or all its Improvements from the Lands upon expiry of the Term and leave the Lands in a clean and safe condition; and/or,
 - b) Leave some or all of the Improvements on the Lands (except trade fixtures and fixtures which contain proprietary elements of the Lessee or its sublessees which the Lessee and its sublessees shall be entitled to remove).
- 31.2 The Lessee will pay all costs and expenses incurred in the removal and disposal of the Improvements and in making good all damage caused to the Lands by the removal thereof forthwith upon demand. The Lessor and the First Nation will not be responsible to the Lessee or sublessee for any loss suffered by the Lessee or sublessee as a result of the removal or the disposal of any Improvements, moveable goods, chattels or tenant's fixtures and Improvements which the Lessee fails to remove in accordance herewith. If the Lessee does not remove and dispose of the Improvements as required, the Lessor may do so at the cost of the Lessee, including a ten per cent (10%) administration fee payable to the Lessor.

32. INDEMNITY

- 32.1 Except in the event of the negligence or willful act or omission of the Lessor, the Lessee will indemnify and save harmless the Lessor, the First Nation, the First Nation Council, the First Nation's officers, employees, agents or contractors, against and from all liability, loss, costs, claims, demands, expenses, actions, damages, suits and other proceedings, whatsoever, including consequential, howsoever arising out of or related to any breach of a Lessee's covenant or for personal injury, death or property damage or loss arising out of or related to any act or omission of the Lessee, its officers, employees or agents or any person for whom the Lessee is responsible, including a sublessee, licensee, franchisee, permittee or mortgagee in possession.

33. FORFEITURE

- 33.1 If the Lessee:
- a) Fails to pay the Rent when due under this Lease; or
 - b) Is alleged to be in material default of a material obligation hereunder; then the Lessor may give the Lessee notice of such default.

- 33.2 If the Lessor gives the Lessee notice of default under Section 33.1 and either:
- a) the default is a default mentioned in subsection 33.1(b) and is not cured within thirty (30) days after the notice is given, then, subject to the provisions of this Article 33 and to the rights of the parties under Article 46, the Lessor may by notice to the Lessee declare the Term ended; or
 - b) The default is a default mentioned in subsection 33.1(b) and
 - I. 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
 - II. 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 35 and to the rights of the parties under Article 46, the Lessor may seek an order of a court of competent jurisdiction ordering the termination of this Lease.

The Lessee will be entitled to seek from a court of competent jurisdiction relief from forfeiture in accordance with Applicable Laws in connection with a termination of this Lease in accordance with this Article 33.

- 33.3 If the Lessor declares the Term ended as provided in Section 33.2(a), or a court of competent jurisdiction ordering the termination of this Lease as provided in Section 33.2(b), then except as otherwise expressly provided in this Lease, and subject to the rights of the parties under Article 46, or otherwise at law, this Lease and everything contained in it and the leasehold estate and Term will thereupon terminate without re-entry or any other act or legal proceedings, and the Lessor may re-enter the Lands and possess and enjoy them as if the Lease had not been made.
- 33.4 Notwithstanding a declaration by the Lessor that the Term has ended, the Lessor will be entitled to recover from the Lessee the rent then accrued or accruing, and enforce any right of action against the Lessee in respect of any antecedent breach of any of the Lessee's covenants including a right of action under Article 32 and the reasonable costs and expenses of the Lessor in enforcing its rights.
- 33.5 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each mortgagee and sub lessee. The copy of such notice may be given to the mortgagee and sub lessee at the address specified by the mortgagee and sub lessee and otherwise on the same terms and conditions as applicable to notices referred to in Article 48.
- 33.6 Any curing of a default by a mortgagee or sublessee will be construed as curing of that default by the Lessee.
- 33.7 If any disagreement arises as to the occurrence or subsistence of a material default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, a mortgagee or sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.

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

34. PERFORMANCE OF COVENANTS

- 34.1 All agreements, terms, conditions, provisions, 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 with the Lessor for the Lessee and for its successors and assigns. Without limiting any other remedy of the Lessor under this Lease, the Lessor may request the Lessee in writing to perform the covenant, and if the Lessee does not perform it within thirty (30) days of such order the Lessor may, but will not be obligated to, do whatever is reasonably necessary to perform it. The Lessee will pay to the Lessor any cost or expense reasonably incurred by the Lessor in performing the covenant or enforcing its rights under this Lease forthwith upon demand by the Lessor.
- 34.2 The Lessee will provide the First Nation Council, their officers, employees, agents, contractors and subcontractors, with and without vehicles and equipment, convenient access to the Premises at all reasonable times on reasonable prior written notice, except in the case of an emergency, for the purposes of viewing the Premises and otherwise determining that the Lessee's covenants are being duly observed and performed. The Lessee may require that a representative of the Lessee be present provided that such representative is available on reasonable notice.
- 34.3 The Lessee will also provide the First Nation Council, their officers, employees, agents, contractors and subcontractors with and without vehicles and equipment all reasonable and necessary access to the Premises for the purpose of performing the Lessee's covenants pursuant to Section 34.1.

35. PAYMENTS PAID BY LESSOR COLLECTABLE AS RENT

- 35.1 If at any time before or after the expiration or earlier termination of the Lease the Lessor suffers or incurs any damage, loss or expense by reason of any failure of the Lessee to perform or observe any of the Lessee's covenants or makes any payment for which the Lessee is liable under this Lease, or if the Lessor is compelled or, acting reasonably, elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of the Lessee under this Lease (including any action or proceeding against the Lessee) and succeeds in establishing such default, then in every such case the amount of damage, loss, expense or payment (including legal fees on a solicitor-client basis), together with interest as provided in Section 36.1, will be paid by the Lessee to the Lessor forthwith on demand.
- 35.2 The amount of any damage, loss, expense or payment referred to in Section 35.1 will be recoverable in the manner provided by law for the recovery of rent in arrears.

36. ARREARS TO BEAR INTEREST

36.1 If the Rent or any other sum owing by the Lessee to the Lessor under this Lease is not paid within thirty (30) days from the date on which it is due then it will bear interest at the Prime Rate as set forth in the Bank of Canada Review in effect from time to time plus four percent (4%) per annum from the date the Rent or the sum is due until the date of the payment by the Lessee, but this stipulation for interest will not prejudice or affect any other remedies of the Lessor under this Lease or otherwise, or be construed to relieve the Lessee from any default in making the Rent payment at the time and in the manner specified in this Lease.

37. REMEDIES CUMULATIVE

37.1 All rights and remedies of the Lessor 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.

37.2 All rights and remedies of the Lessor may be exercised concurrently.

38. SURRENDER OF POSSESSION

38.1 Subject to Article 31, when the Term expires or otherwise ends, the Lessee will peaceably surrender the Lands and the Improvements, as applicable, as provided in this Lease.

39. HOLDING OVER

39.1 There shall be no holding over except with the express written consent of the Lessor.

40. NET LEASE

40.1 This Lease is to be a completely carefree net lease and except as otherwise set out herein the Lessor is not to be responsible during the Term for any costs, charges, expenses or outlays of any nature in respect of the Premises.

40.2 The Lessee will be responsible for prompt payment of the Lessor's reasonable direct out of pocket expenses incurred in connection with execution and delivery of further and other documents when required hereunder or in connection herewith.

41. REPRESENTATIONS AND WARRANTIES OF THE LESSOR

41.1 Except as otherwise set out herein, no representation, warranties or conditions have been made to the Lessee in respect of the Lands by the Lessor, the First Nation, its First Nation Council Members, Officials, servants and agents.

41.2 The Lessor represents and warrants to the Lessee, and acknowledges that the Lessee is relying thereon, that:

a) it will take all commercial best efforts promptly when requested from time to time by the Lessee to ensure satisfactory access to the Premises by public or private road or right of way, and from and when such access is obtained the Lessee's obligations hereunder are subject to such access remaining available during the Term;

b) the Lands are capable for development pursuant to the Lessee's

intended use and to the best of the Lessor's knowledge there are no environmental, heritage or cultural prohibitions to such development;

- c) the Lands are free and clear of all encumbrances except for the Permitted Encumbrances;
- d) there are no mortgages, assignment of rents or leases registered on title to the Lands which have priority over this Lease;
- e) There are no restrictive covenants on title to the Lands which would restrict the Lessee's use of the Lands for the Project;
- f) the Lands are not subject to any leases, easements, covenants, restrictions, or the like which in any manner interfere with, impede, limit, prevent and/or restrict in any manner or to any degree, the Lessee's construction and use of the Lands for any lawful purpose;
- g) the development and operation of the Project is permitted in accordance with the requirements of the Land Management Code; and
- h) To the best of the information, knowledge and belief of the Lessor, there are no Hazardous Substances on or under the Lands and no order or proceeding has been given or initiated with respect to the environmental condition of the Lands.

41.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in section 41.2 not being true and correct. The Lessor acknowledges and agrees that section 41.2 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.

41.4 The representations and warranties contained in this Section 41 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

42. THE FIRST NATION AS GOVERNMENT AUTHORITY

42.1 The Lessee acknowledges and agrees that the Lessee and any use of the Lands will be subject to all Applicable Laws and requirements, including all Applicable Laws and requirements lawfully imposed by the First Nation or the Lands Manager of the First Nation. Without limiting the foregoing, nothing in this Lease will in anyway derogate from:

- a) any power or authority of the First Nation as Governmental Authority;
- b) any power or authority of the Lands Manager of the First Nation; and
- c) no decision, failure to decide, action or inaction by the First Nation

as Governmental Authority will render the First Nation liable under this Lease.

43. CERTIFICATE OF STATUS

- 43.1 The Lessor will from time to time, provided this Lease is in good standing, upon not less than 15 days prior request by the Lessee, execute and deliver to the Lessee or to any other addressee as requested by the Lessee, a statement in writing prepared by the Lessee and certifying:
- a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that the Lease is in full force and effect as modified;
 - b) that, to the best of the Lessor's knowledge and belief, having not made investigations beyond information in the possession or control of the Lessor and not having sought legal advice, the Lessee is not 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.

44. OTHER ENCUMBRANCES

- 44.1 The Lessor will authorize the granting of or will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by the First Nation or any public utility or approving authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose, provided the Lessor will not be obliged to incur any costs in connection therewith.
- 44.2 The Lessor, on behalf of and so as to bind itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Lessee that during the Term:
- a) the Lessor will not use any part of the First Nation Land, or suffer or permit any part of the First Nation Land, to be used, by lease, license or otherwise, and the same will not be used, in whole or in part, for the purpose of heavy industrial uses, uses emitting toxic or noxious odors, or uses that could materially interfere with the proper access to and egress from, and the operation of, the Lessee's lawful activities on the Lands, including without limitation the Permitted Use; and
 - b) the Lessor will cause all leases and offers to lease of premises on the First Nation Land to provide a covenant of the tenant thereunder that such tenant will not violate the terms of the restrictive covenant set out in subsection 44.2(a) during the term and any renewal or extension term of such lease and to further provide the agreement of such tenant that in the event of a breach of such covenant the appropriate remedy will be an injunction restraining such breach and that damages will not be an adequate remedy, and will deliver written evidence of same to the Lessee, forthwith upon request by the Lessee from time to time, to the intent that the foregoing covenants shall be restrictive covenants which shall at all times during the term of the Lease run with and be appurtenant to and for the benefit of the Lands and the leasehold interest of the Lessor pursuant to this Lease and shall

at all times during such term be a burden against, be binding upon and run with the First Nation Land and any part thereof.

- 44.3 Save and except for the Permitted Encumbrances, the Lessor shall not enter into any agreement, instrument, encumbrance, or document that in any way affects or encumbers the Lands or title to the Lands without the prior written consent of the Lessee, which consent may not be unreasonably withheld.

45. HEADING

- 45.1 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 the Lease or any of its provisions.
- 45.2 Any reference in this Lease to an Article or Section will mean an Article or Section of this Lease unless otherwise expressly provided.
- 45.3 Any reference in this Lease to Lessee's covenants will be deemed to include all terms and conditions to be performed or observed by the Lessee under this Lease.

46. AMENDMENTS

- 46.1 This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and no modification, or waiver of any provision of the 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.
- 46.2 No condoning, excusing or overlooking by the Lessor of any default by the Lessee at any time or times in performing or observing any of the Lessee's covenants will operate as a waiver of or otherwise affect the rights of the Lessor in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Lessor except by an express waiver in writing.

47. ARBITRATION

- 47.1 Should there be a disagreement or dispute between the Parties with respect to any matter under this Agreement or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Commercial Arbitration Act* of Ontario and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.

48. NOTICE

- 48.1 All notices under this Lease must be given in writing and delivered in accordance with this Article 48.
- 48.2 All notices will be delivered to the other Party and no notice will be effective until such delivery has been made.
- 48.3 The addresses for delivery are:

**To the Lessor:
Atikameksheng Anishnawbek
25 Reserve Road
Naughton, ON
P0M 2M0**

**To the Lessee;
Chi Zhiingwaak Business Park Inc.
25 Reserve Road
Naughton, ON
P0M 2M0**

Communications sent in accordance with this Article 48 will be deemed effectively given: (a) when received, if delivered by hand; (b) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (c) on the fourth (4th) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

- 48.4 Either party may change the address shown in this agreement by informing the other Party of the new address, or such change will take effect fifteen (15) days after the notice is received.

49. TIME OF THE ESSENCE

- 49.1 Time is of the essence in this Lease.

50. SEVERABILITY

- 50.1 If any part of this Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Lease had been executed without the invalid portion.

51. ENUREMENT, PLURALITY AND GENDER

- 51.1 This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, 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.
- 51.2 Reference to a 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.
- 51.3 If a Party is comprised of more than one Person, then all covenants and agreements of that Party will be deemed joint and several.

52. NOT A JOINT VENTURE

- 52.1 Nothing in this Lease will be construed as making the Lessor an agent, partner or joint venture with the Lessee or as creating any relationship between the Parties other than the relationship of lessor and lessee.
- 52.2 The Parties acknowledge that this Lease does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Lessor and the Lessee.

53. APPLICABLE LAWS

- 53.1 This Lease is subject to and governed by the Land Management Code and all other Applicable Laws.

54. OTHER ASSURANCES

- 54.1 Each of the parties will execute and deliver such further and other documents and

assurances as another party hereto may reasonably request to better carry out or document the intentions herein expressed.

55. CORPORATE AUTHORITY

55.1 The Lessee warrants and represents to the Lessor that:

- a) The Lessee has the authority pursuant to its constating documents to enter into this Lease and to perform all of the covenants and agreements contained herein; and
- b) The Lessee is a corporation incorporated in the province of Ontario.

56. NO OTHER AGREEMENTS BIND THE LANDS

56.1 The Lessor covenants with the Lessee that it is the sole lawful possessor of the Lands and that this Lease will not violate any agreement with any person who has, or will have, an interest in the Lands or any portion thereof.

57. AUTHORITY TO LEASE AND ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

57.1 The Lessor represents, warrants and covenants to the Lessee, and acknowledges that the Lessee is relying thereon, that:

- a) it has good right, full power and authority to lease the Lands to the Lessee and grant the leasehold estate in the manner and according to the true intent of this Lease;
- b) the Lessor has taken all steps to request that the First Nation Council pass all First Nation Council resolutions and take all steps required under Applicable Laws, including the Land Management Code, necessary in order to permit the grant of this Lease as a lawful and binding contract on the Parties, and any appeal periods in respect of such resolutions have expired without an appeal having been commenced, or if appeals have been commenced such appeals have been withdrawn, dismissed or otherwise finally determined; and that a certified copy of the aforementioned First Nation council resolution is attached hereto as Schedule C;
- c) the Lands are not encumbered by or the subject matter of any interest or license described in Section 31.1 of the Land Management Code;
- d) neither the execution and granting of this Lease nor the performance of its terms by the Lessor will result in the breach of or constitute a default under any provision of any instrument, document or agreement to which the Lessor is subject;
- e) the Lessor does not have any indebtedness to any Person which might now or hereafter constitute a lien, charge or encumbrance on the Lands or which would affect the Lessee's leasehold interest or its right to occupy, use and enjoy the Lands throughout the Term in accordance herewith;
- f) the Lessor has not received any notice of any intention of any Governmental Authority to prohibit or restrict the granting of this Lease;
- g) there is no action, proceeding or investigation pending or threatened (or any basis therefor known to the Lessor) which may affect the ability of the Lessor to beneficially own or lease the Lands, the title of the Lessor to the Lands or the validity or enforceability of this Lease; and

- h) a majority of the Persons comprising the Lessor entering into this Lease will be sufficient authority to legally bind all of the Persons comprising the Lessor with respect to the validity and enforceability of the terms and conditions of this Lease.
- 57.2 The Lessor further represents, warrant and covenants with the Lessee, and acknowledges that the Lessee is relying thereon, that the Band Council Resolution attached hereto as Schedule C is full and sufficient consent by the First Nation, through the First Nation Council, for any present or future:
- a) assignments, transfers, dispositions of this Lease;
 - b) subleasing of the Lands or portion thereof; and
 - c) subleasing of any Improvements constructed or to be constructed on this Land or any portion thereof.
- 57.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in this Article 57 not being true and correct, or a result of a breach of the Lessor's covenants therein. The Lessor acknowledges and agrees that this Article 57 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies -available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.
- 57.4 The representations and warranties contained in Section 57.1 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

58. PROHIBITION ON FACILITATING OR COOPERATING WITH REZONING

- 58.1 The Lessor shall not take any steps to apply to rezone, nor assist with any rezoning application in respect of the Lands without the prior written consent of the Lessee. For further clarity, the Lessor agrees to support the use of the Lands for the Permitted Use unless and until it receives written consent from the Lessee permitting the Lessor to facilitate or cooperative with a change thereof.

59. BAND COUNCIL RESOLUTION

- 59.1 Attached as Schedule C to this Lease is a certified copy of the Band Council Resolution of the First Nation providing the consent of the First Nation Council and/or approval of the members of the First Nation to this Lease for the purposes of permitting the registration of this Lease in the Atikameksheng Anishnawbek Lands Registry.

60. NO WAIVER

- 60.1 No condoning, excusing, or overlooking by the Lessor of any default of the Lease operates as a waiver of, or otherwise affects the rights of, the Lessor in respect of any continuing or subsequent default.
- 60.2 No waiver will be inferred from anything done or omitted to be done by the Lessor, but only from an express waiver in writing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of this 8th day of March 2021.

LESSOR:

ATIKAMEKSHENG ANISHNAWBEK

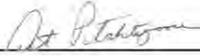
By: 

Name: Craig Nootchtai

Title: Gimaa

LESSEE:

CHI-ZHIINGWAAK BUSINESS PARK INC.

By: 

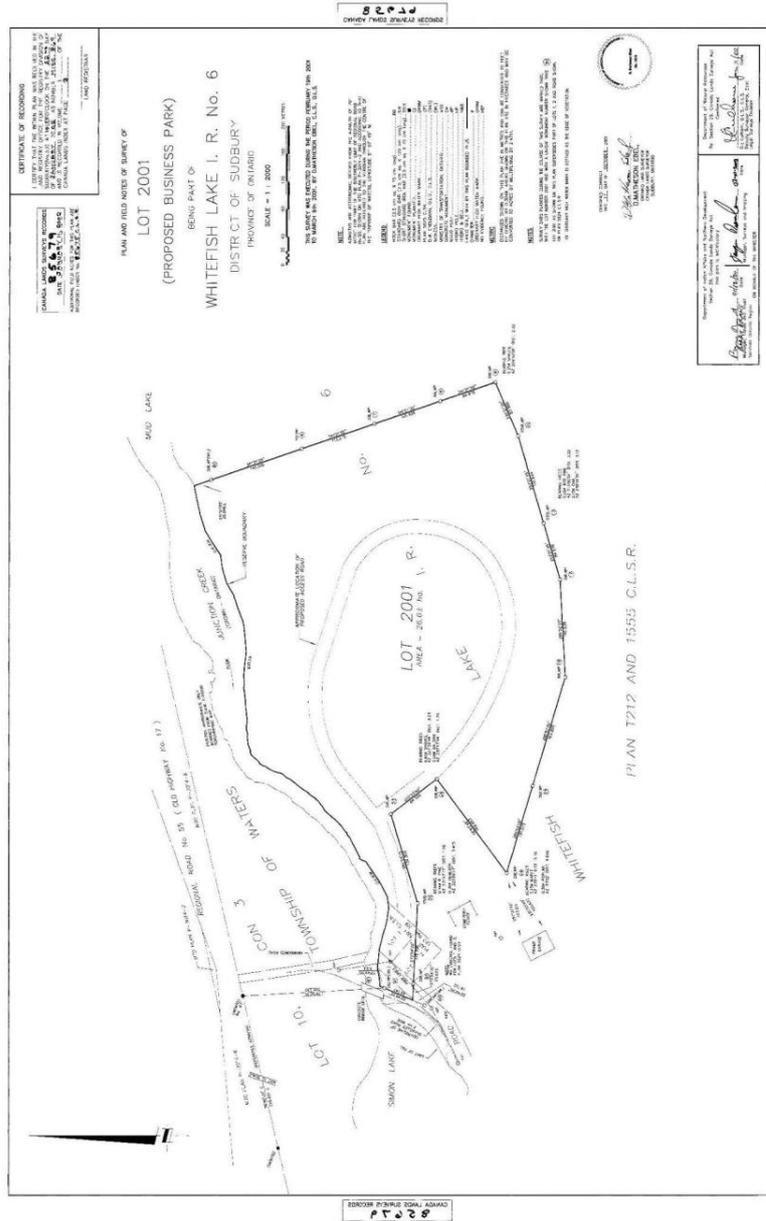
Name: Arthur Petahtegoose

Title: Board Director

Schedule A: Lands

Lot 2001, C.L.S.R. 85675,

Excepting and reserving all mines and minerals solid, liquid or gaseous which may be found to exist within, upon or under the Lands.



Schedule B: Permitted Encumbrances

Title to the Land may be subject to any and all of the following encumbrances:

None.

Schedule C: Band Council Resolution

Indian and Northern Affairs Canada / Ateliers indiennes et du Nord Canada

Document no. - N° conseil
 2001-2002-29
 Le numéro de - le # de référence de dossier

**BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "from our Band Funds", "capital" or "revenue", whichever is the case, must appear in all resolutions concerning expenditures from Band Funds.
 NOTE: Les mots "des fonds de notre bande", "capital" ou "revenu" selon le cas doivent apparaître dans toutes les résolutions portant sur des dépenses à partir des fonds des bandes.

The council of the Le conseil de	Whitefish Lake First Nation No. 6	Cash free balance - Solde disponible
Date of duly convened meeting Date de l'assemblée dûment convoquée	11 28 01 Province Ontario	Capital account Compte capital \$ _____
		Revenue account Compte revenu \$ _____

DO HEREBY RESOLVE
 DÉCIDE, PAR LES PRÉSENTES:

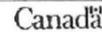
We hereby grant approval for the Provisional Survey Plan of Business Park Block Outline (Lot 2001) Whitefish Lake First Nation and survey report, plan and field notes filed under SM8206-06156 Project 2000-14-145 Dorian's file 13368 as submitted by D. Matheson Ebel, O.L.S., C.I.S. from D.S. Dorland Limited. The survey plan is dated October 17, 2001. The block survey plan showing Lot 2001- consist of 26.6+- Acres or 65.7 +- Hectares of land. The survey was carried out to provide a legal description for a surrender (Designation) land purposes in order that the Business Park might be developed.

Quorum **FIVE**

_____ (Chair - Président)	_____ (Chair - Président)	_____ (Chair - Président)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)
_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)	_____ (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
Expenditure - Dépense	Authority Under Act / Autorité de la Loi sur les Indiens	Source of Funds / Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu	Expenditure - Dépense	Authority Under Act / Autorité de la Loi sur les Indiens	Source of Funds / Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu
Responsible officer - Responsable par	Signature _____ Date _____		Responsible officer - Responsable par	Signature _____ Date _____	
Responsible officer - Responsable par	Signature _____ Date _____		Responsible officer - Responsable par	Signature _____ Date _____	

M 1 (12/96) 75201 (5/01) 0002



Schedule D: Royalties

Further to Section 2(d)(i)(E), the Royalty shall be determined as follows:

- (i) during the first five (5) years of the Term, being Lease Years 1 to 5, by multiplying \$0.0025 by the number of litres of gasoline or diesel sold from the Premises during the preceding calendar month;
- (ii) during the next five (5) Lease Years, being Years 6 to 10, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (iii) during the next five (5) Lease Years, being Years 11 to 15, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (iv) during the next five (5) Lease Years, being Years 16 to 20, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.
- (v) during the next five (5) Lease Years, being Years 21 to 25, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (vi) during the next five (5) Lease Years, being Years 26 to 30, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (vii) during the next five (5) Lease Years, being Years 31 to 35, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.

In no event may any Royalty, as so calculated, be less than zero.

Schedule F: Band Council Resolution

Schedule G: Redacted Lease Agreement

THIS IS **EXHIBIT "C"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

A Commissioner, etc.



Thriving Canines

Original Traders Energy

Tommy's Market, General Groceries

Concession & Laundry

THIS IS **EXHIBIT "D"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

235

LOT 32-7 CONCESSION 1 TOWNSHIP OF TUSCARORA, 65905 CLSR

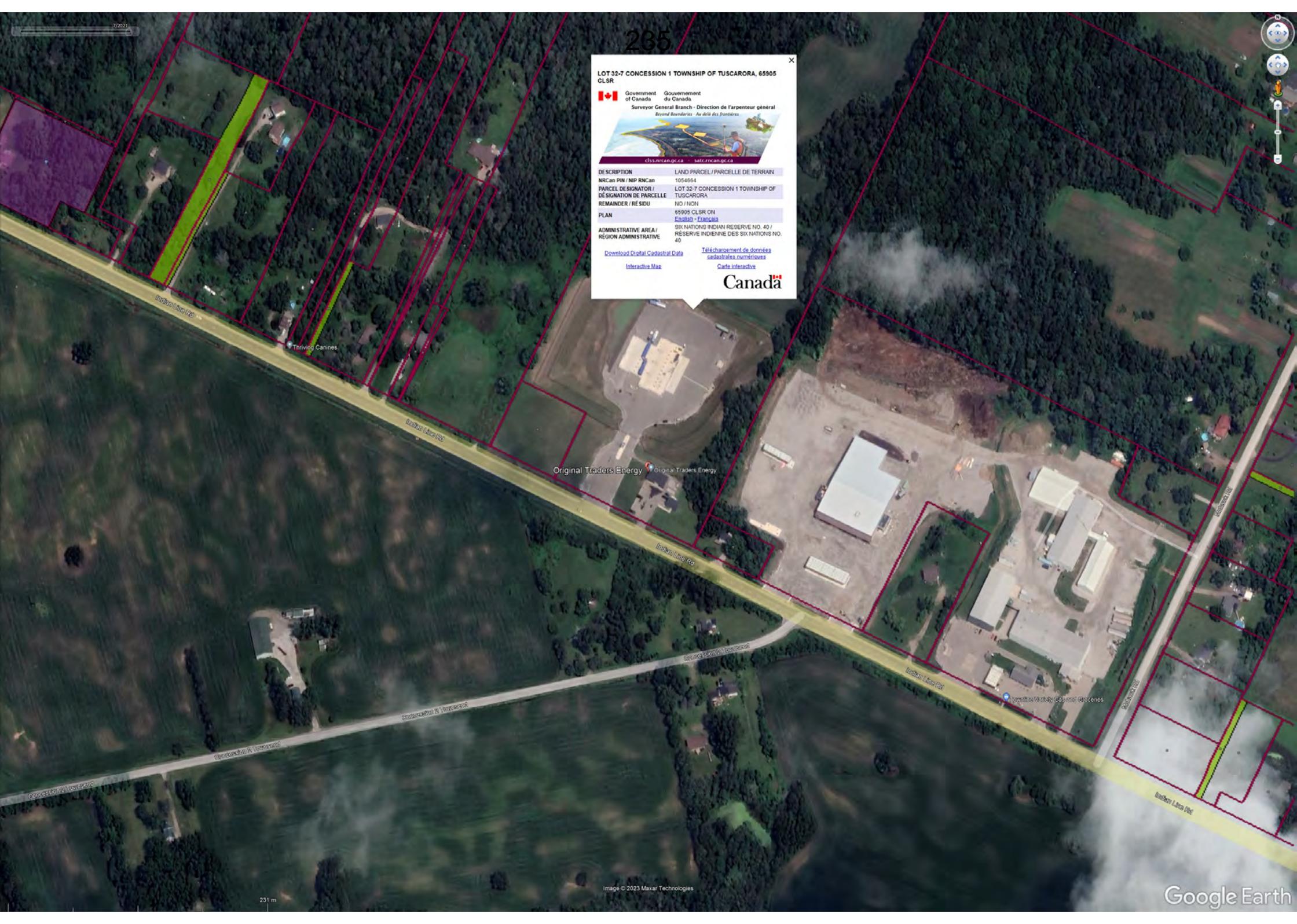

 Gouvernement du Canada
 Government of Canada
 Surveyor General Branch - Direction de l'arpenteur général
Beyond Boundaries - Au delà des Frontières

clsr.mrcan.gc.ca sac.mrcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRC an PIN / NIP RNC an	1054664
PARCEL DESIGNATOR / DESIGNATION DE PARCELLE	LOT 32-7 CONCESSION 1 TOWNSHIP OF TUSCARORA
REMAINDER / RESIDU	IND / INDIV
PLAN	65905 CLSR ON <i>English - Français</i>
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	SIX NATIONS INDIAN RESERVE NO. 40 / RÉSERVE INDIENNE DES SIX NATIONS NO. 40

[Download Digital Cadastral Data](#) [Téléchargement de données cadastrales numériques](#)
[Interactive Map](#) [Carte interactive](#)

Canada

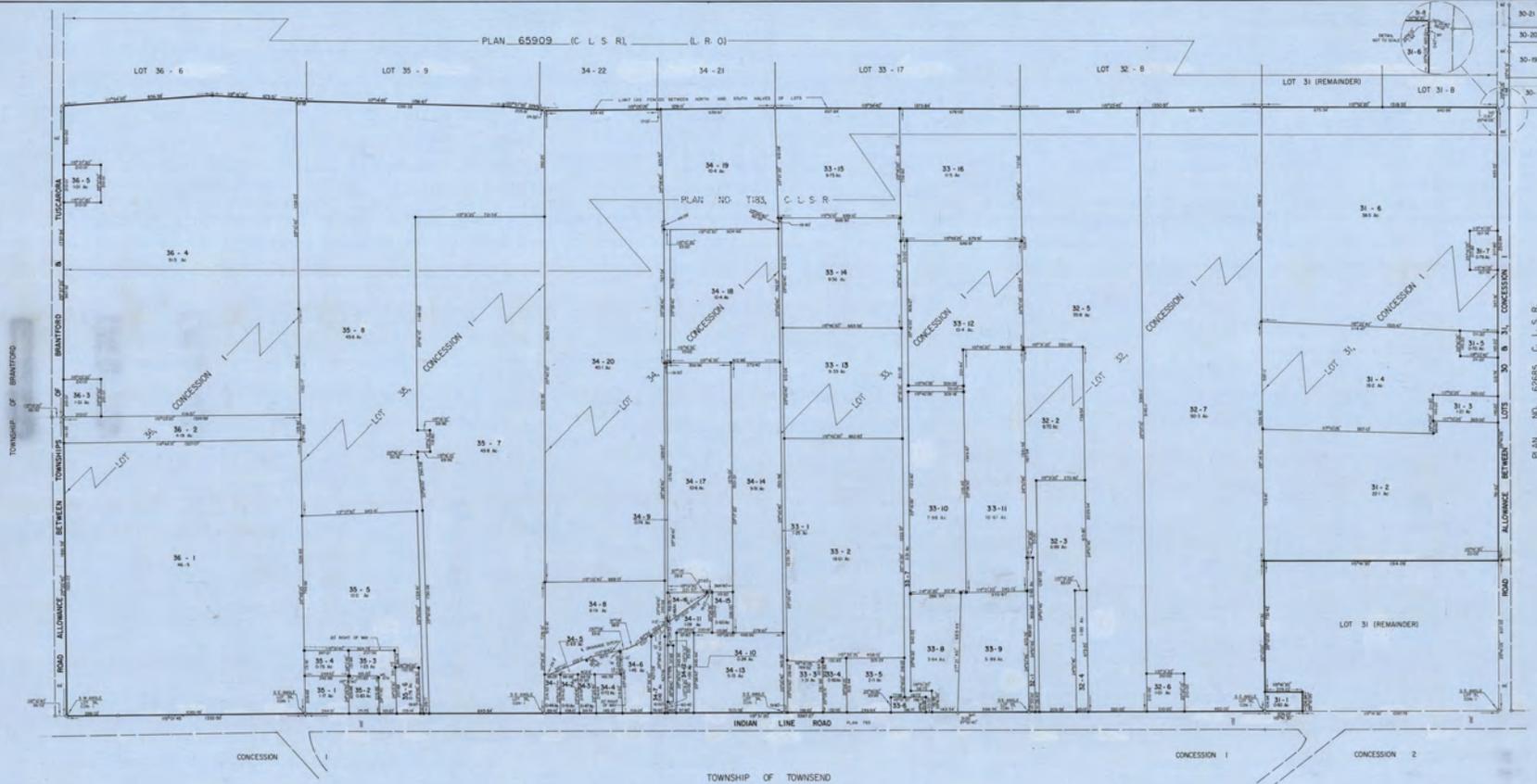


THIS IS **EXHIBIT "E"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023

A handwritten signature in cursive script, appearing to read "A. [unclear]", positioned above a horizontal line.

A Commissioner, etc.



A Copy of this plan is deposited in the Land Titles Office at Toronto on 1979

CANADA LAND SURVEYS (SECTION 5) 9 0 5
 DATE AUG 1979
 Field Notes for this plan are recorded under no. 62685, 62687, 62688

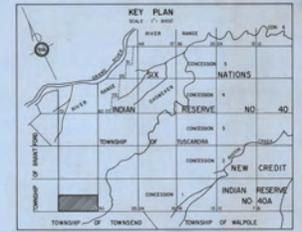
PLAN OF SURVEY OF
 LOTS 31 - 1, 31 - 2, 31 - 3, 31 - 4, 31 - 5, 31 - 6,
 31 - 7, 32 - 1, 32 - 2, 32 - 3, 32 - 4, 32 - 5, 32 - 6,
 32 - 7, 33 - 1, 33 - 2, 33 - 3, 33 - 4, 33 - 5, 33 - 6,
 33 - 7, 33 - 8, 33 - 9, 33 - 10, 33 - 11, 33 - 12, 33 - 13,
 33 - 14, 33 - 15, 33 - 16, 34 - 1, 34 - 2, 34 - 3, 34 - 4,
 34 - 5, 34 - 6, 34 - 7, 34 - 8, 34 - 9, 34 - 10, 34 - 11,
 34 - 12, 34 - 13, 34 - 14, 34 - 15, 34 - 16, 34 - 17,
 34 - 18, 34 - 19, 34 - 20, 35 - 1, 35 - 2, 35 - 3,
 35 - 4, 35 - 5, 35 - 6, 35 - 7, 35 - 8, 36 - 1,
 36 - 2, 36 - 3, 36 - 4 & 36 - 5

CONCESSION I
 TOWNSHIP OF TUSCARORA
 COUNTY OF BRANT
SIX NATIONS INDIAN
RESERVE NO. 40
 PROVINCE OF ONTARIO
 SCALE 1" = 200'

THIS SURVEY WAS EXECUTED DURING THE PERIOD OF APRIL 17, 1978 TO NOV 14, 1978 BY C. A. McDONALD, O.L.S.

LEGEND
 Bearings are indicated and are derived from the bearing of 294° 02' of the line between the head and base of the west line of Lots 31-16, 31-18 & 31-20. Concession I is shown on Plan 65909 (C.L.S.R.) and according to that plan are referred to the meridian of Longitude 80° W.

STANDARD HIGH BAR 1" square = 4 100' --- 0
 ROAD (IRON BAR) 3/8" x 4 = 2-1/2' long --- 0
 IRON BAR 5/8" square = 1-1/2' long --- 0
 Lots start with the blue hatched line and always advance



Approved and signed by the Surveyor General of Ontario
 Date August 11, 1979
 The Surveyor General of Ontario
 Ontario

Approved and signed by the Surveyor
 Date August 11, 1979
 The Surveyor
 Ontario

THIS IS **EXHIBIT "F"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Selected Criteria:

Registry: ILRS

PIN: 402024184

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

Reserve:	Previous Legal Description:	
06225 SIX NATIONS INDIAN RESERVE NO. 40	S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 1	
External Registry:		
Plan Type & No:	PIN Status:	Province:
CLSR 65905	Active	ONTARIO
Retired Reason:	Retired by Registration No:	
Band:		
121 - Six Nations of the Grand River 257 - Upper Mohawk 250 - Lower Cayuga 246 - Oneida 252 - Niharonadasa Seneca 247 - Onondaga Clear Sky 254 - Lower Mohawk 253 - Delaware 244 - Bay of Quinte Mohawk 248 - Bearfoot Onondaga 251 - Konadaha Seneca 249 - Upper Cayuga 245 - Tuscarora 255 - Walker Mohawk		

PIN Hierarchy :	
ROOT PIN(s)	402024184 LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905
FORWARD PIN(s)	402024186 LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
*****		1958/03/05
Registration Date:	Effective Date:	Expiry Date:
Instrument Type:	Purpose:	
BCR		
OCPC:	IOGC:	Area:
Land Affected:	S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 1 LS 1002	
Remarks:	DATE CP ISSUED FOR INSTRUMENT DATE	
Grantor(s):	BAND	
Grantee(s):	LAURA AUDREY DAVIS - Certificate of Possession 3649	

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
*****		1960/11/22
Registration Date:	Effective Date:	Expiry Date:
Instrument Type:	Purpose:	
Transfer		
OCPC:	IOGC:	Area:
Land Affected:	S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 1 LS 1002	
Remarks:	DATE CP ISSUED USED FOR INSTRUMENT DATE. ACTUAL DATE OF DOCUMENT IS 2 FEB 1959.	
Grantor(s):	LAURA AUDREY DAVIS	
Grantee(s):	JEMINA MARTIN - Certificate of Possession 6362	

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:	
*****		1964/06/17	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
Instrument Type:	Purpose:		
Transfer			
OCPC:	IOGC:	Area:	Term:
Land Affected:			
Remarks:	DATE CP ISSUED USED FOR INSTRUMENT DATE RETAINS PARCEL 1 LS 1002 - NOW SMALLER		
Grantor(s):	JEMINA MARTIN		
Grantee(s):	JEMINA MARTIN - Certificate of Possession 10860 Land Affected: S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 1 LS 1002 JOSEPH MARTIN - Certificate of Possession 10859 Land Affected: S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 6 LS 1002 HAZEL VICTORIA MARTIN - Interest Note: JOINT TENANT - Certificate of Possession 10859 Land Affected: S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 6 LS 1002		

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:	
31562		1969/03/15	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
1973/07/09 12:00:00AM			
Instrument Type:	Purpose:		
Sale Agreement			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	JEMINA MARTIN		
Grantee(s):	WELLINGTON CEDRIC STAATS - Notice of Entitlement 5718		

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
*****		1980/08/11
Registration Date:	Effective Date:	Expiry Date:
Instrument Type:	Purpose:	
Survey Plan		
OCPC:	IOGC:	Area:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	
Remarks:	FORMERLY S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 1 LS 1002	
Grantor(s):		
Grantee(s):		

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
102680		1984/11/12
Registration Date:	Effective Date:	Expiry Date:
1985/08/06 12:00:00AM		
Instrument Type:	Purpose:	
Transfer		
OCPC:	IOGC:	Area:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	
Remarks:		
Grantor(s):	WELLINGTON CEDRIC STAATS	
Grantee(s):	LEE BRADFORD STAATS - Certificate of Possession 40757	

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:	
126974		1989/03/16	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
1989/11/03 12:00:00AM			
Instrument Type:	Purpose:		
Transfer			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	LEE BRADFORD STAATS		
Grantee(s):	WELLINGTON CEDRIC STAATS - Interest Note: JOINT TENANT - Certificate of Possession 49847 GWEN STAATS - Interest Note: JOINT TENANT - Certificate of Possession 49847		

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:	
296349		2002/01/31	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2002/02/26 2:24:58PM			
Instrument Type:	Purpose:		
Death Certificate			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:	SURVIVING JOINT TENANT		
Grantor(s):	Deceased GWEN EVELYN MARIE STAATS (DECEASED)		
Grantee(s):	WELLINGTON CEDRIC STAATS - Certificate of Possession 139792		

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
332627		2005/09/26
Registration Date:	Effective Date:	Expiry Date:
2005/11/14 1:12:28PM		
Instrument Type:	Purpose:	
Transfer		
OCPC:	IOGC:	Area:
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	
Remarks:		
Grantor(s):	WELLINGTON CEDRIC STAATS	
Grantee(s):	WELLINGTON CEDRIC STAATS - Interest Note: JOINT TENANT - Certificate of Possession 153130 LEE BRADFORD STAATS - Interest Note: JOINT TENANT - Certificate of Possession 153130	

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
6078790		2014/03/18
Registration Date:	Effective Date:	Expiry Date:
2014/04/28 3:46:33PM		
Instrument Type:	Purpose:	
Death Certificate		
OCPC:	IOGC:	Area:
		0.00
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65605	
Remarks:		
Grantor(s):	Deceased WELLINGTON CEDRIC STAATS	
Grantee(s):	LEE BRADFORD STAATS - Certificate of Possession 403023089	

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 8:34 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	Surface	402024184

INSTRUMENTS REGISTERED AGAINST PIN: 402024184

Registration Number:	Reference Registration Number:	Instrument Date:
6098762		2016/11/25
Registration Date:	Effective Date:	Expiry Date:
2017/03/31 2:41:37PM		
Instrument Type:	Purpose:	
Transfer		
OCPC:	IOGC:	Area:
		0.00
Land Affected:	LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905	
Remarks:		
Grantor(s):	LEE BRADFORD STAATS	
Grantee(s):	SCOTT DAVID HILL - Certificate of Possession 403032342	

EASEMENTS/PERMITS AND RELATED INSTRUMENTS AFFECTING PIN: 402024184

(Blanket permits for utilities distribution are found in the Reserve General Report)

No Easements/Permits

--- END OF REPORT ---

THIS IS **EXHIBIT "G"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.



THIS IS **EXHIBIT "H"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

LOT 11 TYENDINAGA INDUSTRIAL PARK, 95029 CLSR

 Government of Canada / Gouvernement du Canada
 Surveyor General Branch - Direction de l'arpenteur général
Beyond Boundaries - Au-delà des frontières.

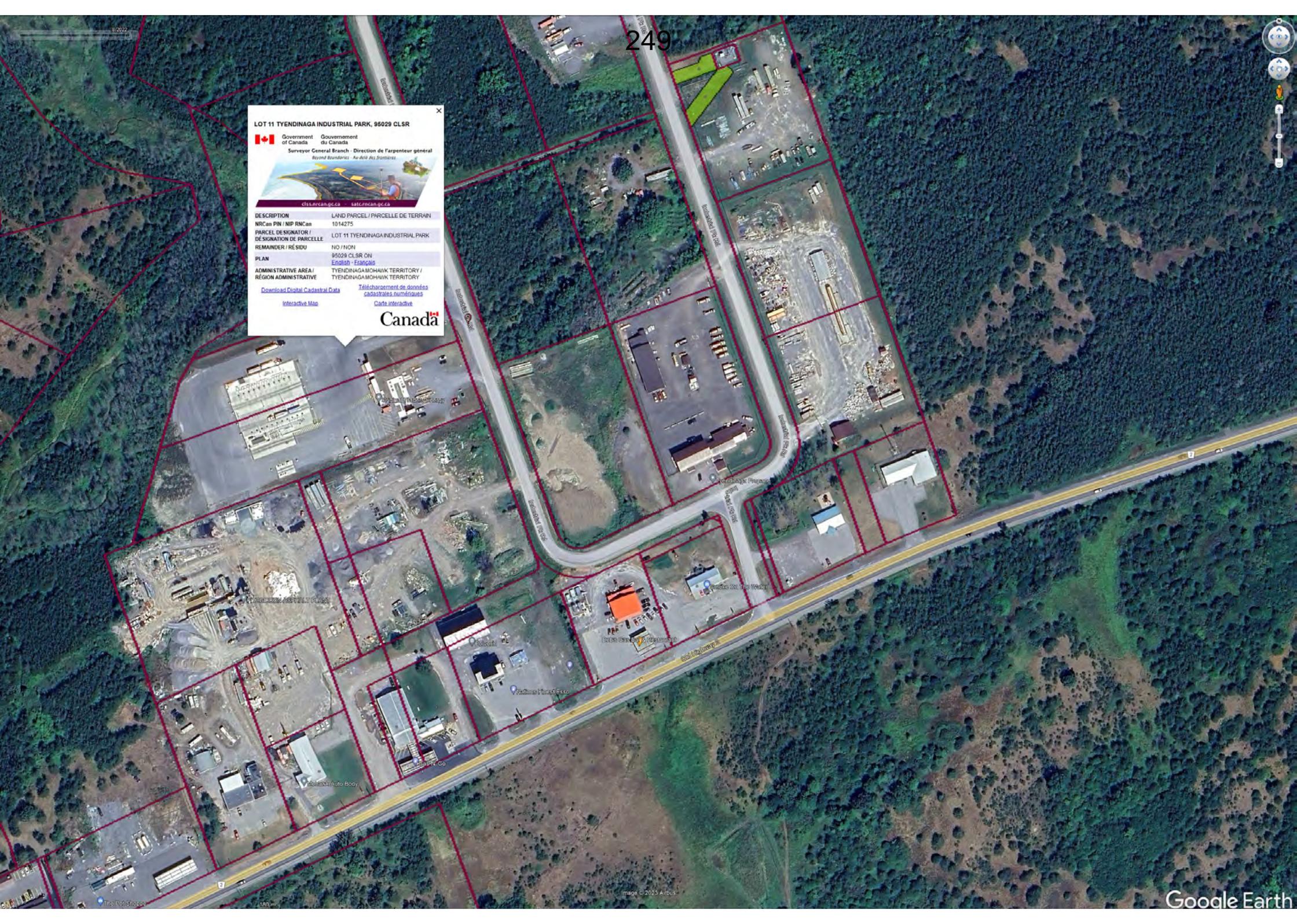


ciss.mrcan.gc.ca - atcrnrcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCan PIN / NIP NRCan	1014275
PARCEL DESIGNATOR / DE SIGNATION DE PARCELLE	LOT 11 TYENDINAGA INDUSTRIAL PARK
REMAINDER / RÉSIDU	NO / NON
PLAN	95029 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	TYENDINAGA MOHAWK TERRITORY / TYENDINAGA MOHAWK TERRITOIRE

[Download Digital Cadastral Data](#) [Téléchargement de données cadastrales numériques](#)
[Interactive Map](#) [Carte interactive](#)

Canada



250

LOT 12 TYENDINAGA INDUSTRIAL PARK, 95029 CLSR

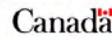
Government of Canada / Gouvernement du Canada
 Surveyor General Branch - Direction de larpenteur g n ral
 Beyond Boundaries - Au-del  des fronti res



clsr.rncan.gc.ca / site.rncan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1014259
PARCEL DE SIGNATOR / DESIGNATION DE PARCELLE	LOT 12 TYENDINAGA INDUSTRIAL PARK
REMAINDER / RESIDU	NO / NON
PLAN	95029 CLSR OH English - Francais
ADMINISTRATIVE AREA / R�GION ADMINISTRATIVE	TYENDINAGA MOHAWK TERRITORY / TYENDINAGA MOHAWK TERRITORY

[Download Digital Cadastral Data](#) / [T l chargement de donn es cadastrales num riques](#)
[Interactive Map](#) / [Carte interactive](#)



LOT 12 TYENDINAGA INDUSTRIAL PARK, 95029 CLSR

LOT 12 TYENDINAGA INDUSTRIAL PARK, 95029 CLSR

Boysie

Boysie

Boysie

Boysie

Boysie

Tron 20151020

180 m

Image   2023 Airbus

Google Earth

THIS IS **EXHIBIT "I"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.



[Canada.ca](#) [\(Canada.ca\)](#) > [Crown-Indigenous Relations and Northern Affairs Canada](#)

> [Indigenous peoples and communities](#) > [First Nations](#)

Reserve/Settlement/Village Detail

Official Name

TYENDINAGA MOHAWK TERRITORY

Number

06217

Location

10 KM E/E OF/DE BELLEVILLE ADJACENT TO & WEST OF DESERONTO

Hectares

7362.5

List of First Nations on this Reserve

<u>164</u>	<u>Mohawks of the Bay of Quinte</u>	24 MEADOW DRIVE, TYENDINAGA MOHAWK TERRITORY, ON, K0K 1X0
------------	-------------------------------------	---

Date modified:

2021-12-07

THIS IS **EXHIBIT “J”** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

THIS IS **EXHIBIT "K"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Selected Criteria:

Registry: ILRS

PIN: 403015569

Printed on: 2023/09/28 5:11 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 11 TYENDINAGA INDUSTRIAL PARK CLSR 95029	Surface	403015569

Reserve:	Previous Legal Description:	
06217 TYENDINAGA MOHAWK TERRITORY		
External Registry:		
Plan Type & No:	PIN Status:	Province:
CLSR 95029	Active	ONTARIO
Retired Reason:	Retired by Registration No:	
Band:		
164 - Mohawks of the Bay of Quinte		

PIN Hierarchy :	
ROOT PIN(s)	403015569 LOT 11 TYENDINAGA INDUSTRIAL PARK CLSR 95029

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/28 5:11 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 11 TYENDINAGA INDUSTRIAL PARK CLSR 95029	Surface	403015569

INSTRUMENTS REGISTERED AGAINST PIN: 403015569

Registration Number:	Reference Registration Number:	Instrument Date:
6068645		2012/09/21
Registration Date:	Effective Date:	Expiry Date:
2012/12/12 1:12:03PM	2012/09/21	
Instrument Type:	Purpose:	
BCR Allotment		
OCPC:	IOGC:	Area:
Land Affected:	LOT 11 TYENDINAGA INDUSTRIAL PARK CLSR 95029	
Remarks:		
Grantor(s):	164 - Mohawks of the Bay of Quinte	
Grantee(s):	THOMAS JOSEPH MARACLE - Certificate of Possession 403018621	

EASEMENTS/PERMITS AND RELATED INSTRUMENTS AFFECTING PIN: 403015569

(Blanket permits for utilities distribution are found in the Reserve General Report)

No Easements/Permits

--- END OF REPORT ---

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Selected Criteria:

Registry: ILRS

PIN: 403015570

Printed on: 2023/09/28 5:14 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 12 TYENDINAGA INDUSTRIAL PARK CLSR 95029	Surface	403015570

Reserve:	Previous Legal Description:	
06217 TYENDINAGA MOHAWK TERRITORY		
External Registry:		
Plan Type & No:	PIN Status:	Province:
CLSR 95029	Active	ONTARIO
Retired Reason:	Retired by Registration No:	
Band:		
164 - Mohawks of the Bay of Quinte		

PIN Hierarchy :	
ROOT PIN(s)	403015570 LOT 12 TYENDINAGA INDUSTRIAL PARK CLSR 95029

INDIAN LANDS REGISTRY SYSTEM

Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/28 5:14 PM

UNCLASSIFIED

Legal Description:	Parcel Type:	PIN:
LOT 12 TYENDINAGA INDUSTRIAL PARK CLSR 95029	Surface	403015570

INSTRUMENTS REGISTERED AGAINST PIN: 403015570

Registration Number:	Reference Registration Number:	Instrument Date:	
6068645		2012/09/21	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2012/12/12 1:12:03PM	2012/09/21		
Instrument Type:	Purpose:		
BCR Allotment			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 12 TYENDINAGA INDUSTRIAL PARK CLSR 95029		
Remarks:			
Grantor(s):	164 - Mohawks of the Bay of Quinte		
Grantee(s):	THOMAS JOSEPH MARACLE - Certificate of Possession 403018622		

EASEMENTS/PERMITS AND RELATED INSTRUMENTS AFFECTING PIN: 403015570

(Blanket permits for utilities distribution are found in the Reserve General Report)

No Easements/Permits

--- END OF REPORT ---

THIS IS **EXHIBIT "L"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.



Simon Lake Park

Naughton

Simon Lake

THIS IS **EXHIBIT "M"** TO THE
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME
this 2nd day of October, 2023



A Commissioner, etc.

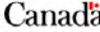
LOT 13 BUSINESS PARK SUBDIVISION, 109612 CLSR

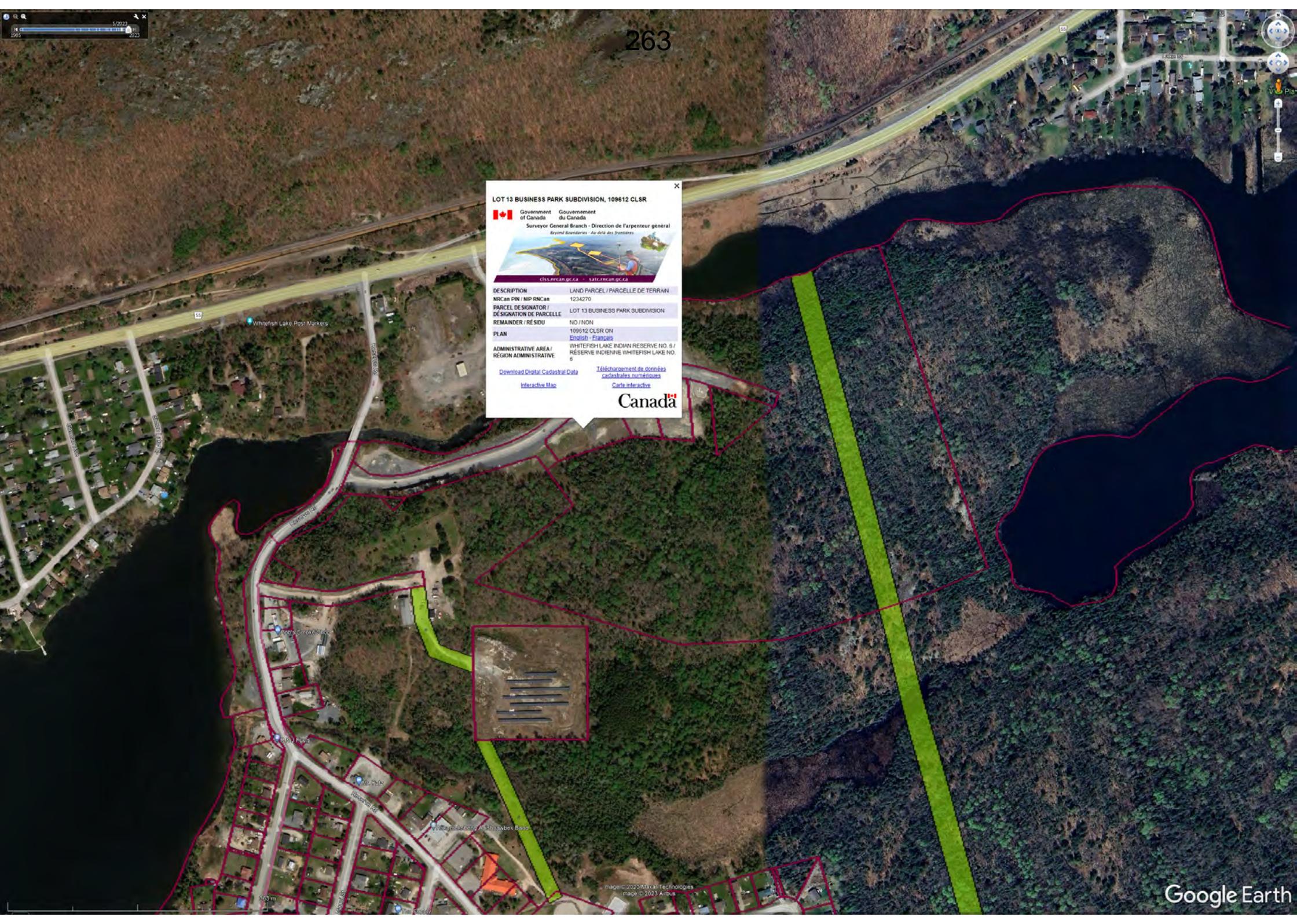
 Government of Canada / Gouvernement du Canada
 Surveyor General Branch - Direction de l'arpenteur général
Beyond Boundaries - Au-delà des frontières

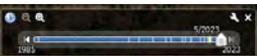

csls.nrcan.gc.ca - salc.nrcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1234270
PARCEL DE SIGNATOR / DESIGNATION DE PARCELLE	LOT 13 BUSINESS PARK SUBDIVISION
REMAINDER / RÉSIDU	NO / NON
PLAN	109612 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	WHITEFISH LAKE INDIAN RESERVE NO. 6 / RÉSERVE INDIENNE WHITEFISH LAKE NO. 6

[Download Digital Cadastre Data](#) / [Téléchargement de données cadastrales numériques](#)
[Interactive Map](#) / [Carte interactive](#)







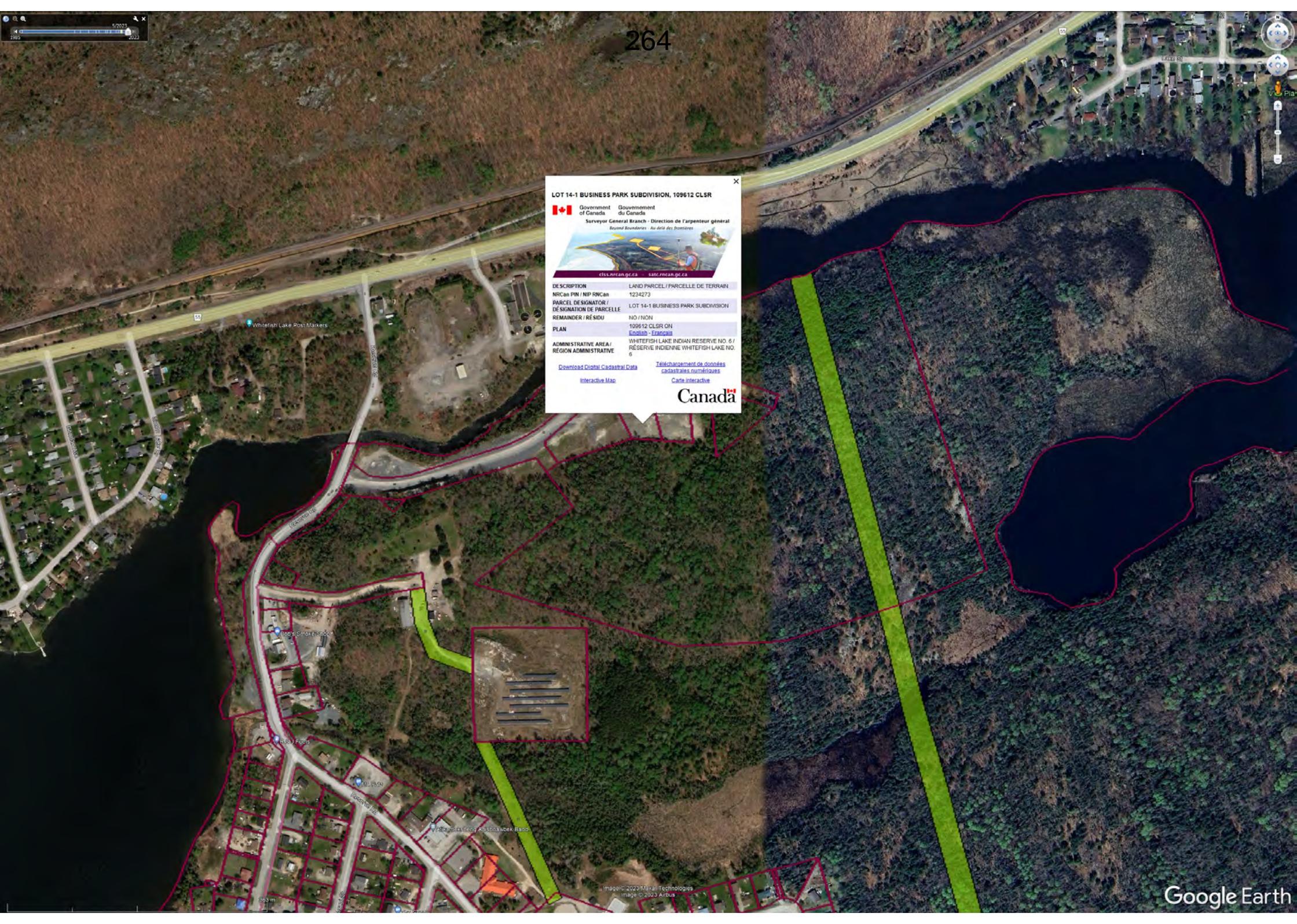
LOT 14-1 BUSINESS PARK SUBDIVISION, 109612 CLSR

Government of Canada / Gouvernement du Canada
 Surveyor General Branch / Direction de l'arpenteur général
Boundary Boundaries - Au delà des frontières

cls.arc.gc.ca - sac.mcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP / RNCAN	1234273
PARCEL DE SIGNATOR / DÉSIGNATION DE PARCELLE	LOT 14-1 BUSINESS PARK SUBDIVISION
REMAINDER / RÉSIDU	NO / NON
PLAN	109612 CLSR ON: CASHUB - FANCAUS
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	WHITEFISH LAKE INDIAN RESERVE NO. 6 / RESERVE INDIENNE WHITEFISH LAKE NO. 6

[Download Digital Cadastral Data](#) / [Téléchargement de données cadastrales numériques](#)
[Interactive Map](#) / [Carte interactive](#)



LOT 14-2 BUSINESS PARK SUBDIVISION, 109612 CLSR

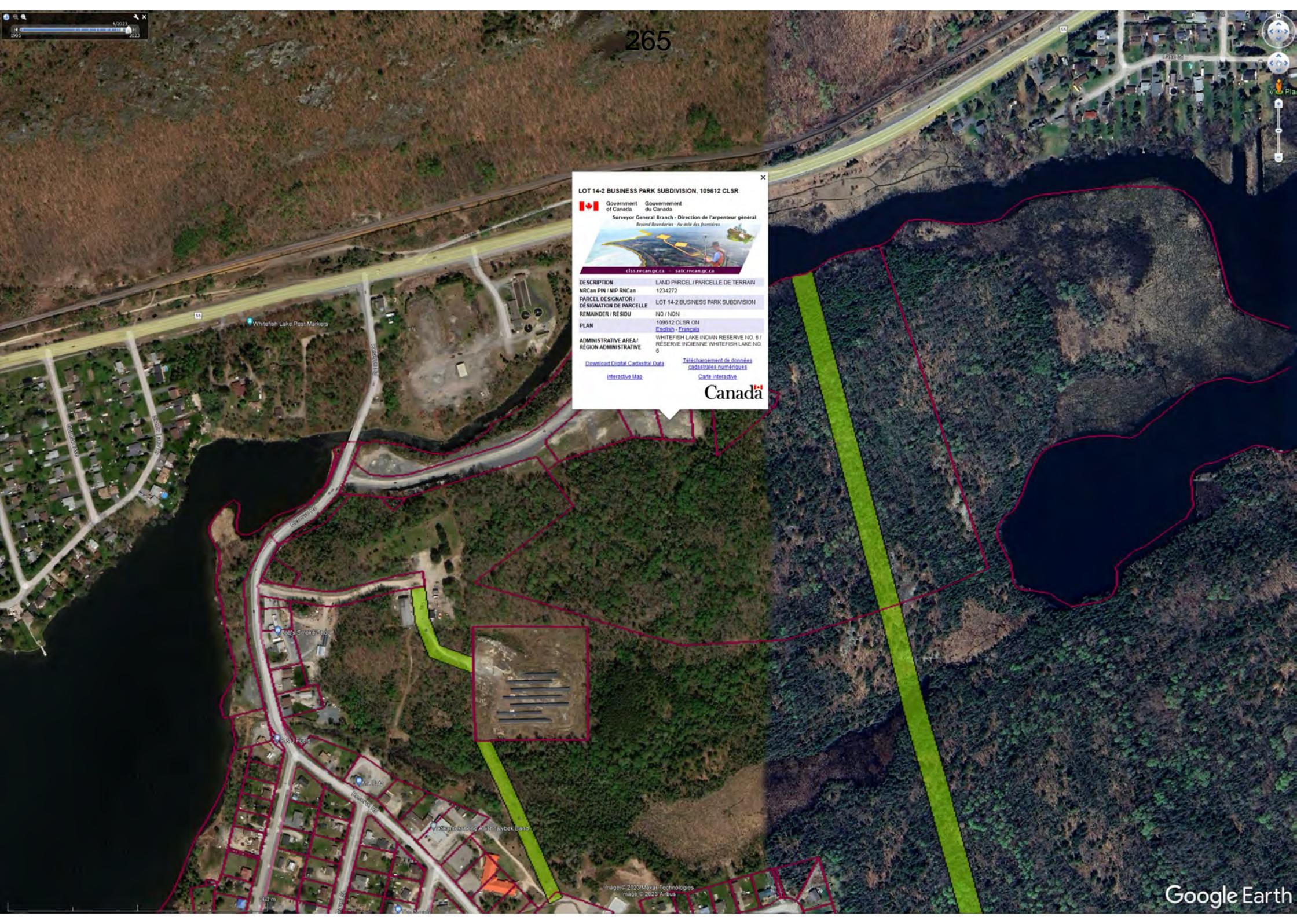
Government of Canada / Gouvernement du Canada
 Surveyor General Branch - Direction de l'arpenteur général
Beyond Boundaries - Au-delà des frontières

cass.nrcan.gc.ca satc.nrcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1234272
PARCEL DE SIGNATOR / DÉSIGNATION DE PARCELLE	LOT 14-2 BUSINESS PARK SUBDIVISION
REMAINDER / RE-SIDU	NO / NON
PLAN	109612 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	WHITEFISH LAKE INDIAN RESERVE NO. 6 / RÉSERVE INDIENNE WHITEFISH LAKE NO. 6

[Download Digital Cadastral Data](#) [Téléchargement de données cadastrales numériques](#)
[Interactive Map](#) [Carte interactive](#)

Canada



LOT 15 BUSINESS PARK SUBDIVISION, 109612 CLSR

Government of Canada / Gouvernement du Canada
 Surveyor General Branch / Direction de larpenteur gneral
Beyond Boundaries - Au-del des Frontires

clsr.nrcan.gc.ca / satc.nrcan.gc.ca

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1234274
PARCEL DE SIGNATOR / DESIGNATION DE PARCELLE	LOT 15 BUSINESS PARK SUBDIVISION
REMAINDER / RSIDU	NO / NON
PLAN	109612 CLSR ON English - Franais
ADMINISTRATIVE AREA / RGIN ADMINISTRATIVE	WHITEFISH LAKE INDIAN RESERVE NO. 6 / RSERVE INDIENNE WHITEFISH LAKE NO. 6

[Download Digital Cadastral Data](#) / [Tlchargement de donnes
cadastrales numriques](#)
[Interactive Map](#) / [Carte interactive](#)

