

Refer to File Number 5643- 06199-000

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

DATE: THIS INDENTURE, made in duplicate the 30th day of March, Two Thousand and Ten.

PARTIES: BETWEEN: HER MAJESTY THE QUEEN in right of Canada,
as represented herein by the Minister of Indian
Affairs and Northern Development, hereinafter
referred to as "Her Majesty"

OF THE FIRST PART

AND

Lessee Name
Lessee Address

hereinafter referred to as the "LESSEE"

OF THE SECOND PART

RECITALS:

WHEREAS the lands hereinafter described are part of those lands known as the Christian Island Indian Reserve, No. 30 which have been set apart for the use and benefit of the Beausoleil Band of Indians; and

WHEREAS the lands hereinafter described were surrendered for leasing purposes by Surrender registered as Instrument Number X12025 in the Indian Lands Registry, which Surrender was accepted by Order-In-Council P.C. 1965-918 on May 20, 1965; and

WHEREAS the Council of the Beausoleil Band of Indians (hereinafter called the "Band Council" has rescinded Resolution Number 04, dated the 7th day of May, 1997

WHEREAS the Council of the Beausoleil Band of Indians has consented to Resolution Number 141-2009-276 dated 4th day of August 2009, and

WHEREAS the Council of the Beausoleil Band of Indians has consented to Resolution Number 141-2010-012 dated 9th day of March 2010.

WHEREAS the Minister of Indian Affairs and Northern Development (hereinafter called the "Minister") is authorized to lease the lands hereinafter described pursuant to Subsection 53(1) of the Indian Act.

NOW THEREFORE THIS INDENTURE WITNESSES that Her Majesty for and in consideration of the rents, stipulations, terms and conditions hereinafter expressed and contained on the part of the Lessee to be respectively paid, observed, performed, fulfilled and abided by, has demised and by these presents does demise and lease unto the Lessee:

DESCRIPTION:

ALL AND SINGULAR that certain parcel or tract of land situate and lying within and being part of the Christian Island Indian Reserve, No. 30 in the Province of Ontario and more particularly described as follows:

The Whole of Lot 00, Big Sand Bay Subdivision, Plan No. 51869 Canada Lands Survey Records Ottawa. Subject to an easement granted to the Ontario Hydro Electric Power Commission.

Hereinafter called the "demised land".

PRIOR ENCUMBRANCES:

Subject to all prior encumbrances and to all other prior grants reserving all mines and

minerals, solid, liquid or gaseous which may be found to exist with, upon or under the demised land.

HABENDUM:

TO HAVE AND HOLD the demised land for and during the term of thirty (30) years commencing on the 1st day of June, 2010 and to be fully completed and ended on the 31st day of May, 2040, hereinafter called "the term".

RENT:

YIELDING AND PAYING in each and every year of the first five (5) years unto Her Majesty, in advance, the sum, in Canadian dollars, of \$0000.00 payable on or before the 1st day of June in each of years 2010, 2011, 2012, 2013 and 2014.

PAYMENT OF RENT:

The Lessee shall pay or cause to be paid the said yearly rent in the manner and on the dates hereinbefore appointed for the payment thereof and in the event that the Lessee fails to pay the rent when due and payable, arrears shall bear interest at a rate of two percent (2%) per month, compounded on a monthly basis. The effective annual interest rate is 26.8%. Such interest shall be calculated from the date following the date upon which the rent is due until paid and shall be deemed as rent hereunder.

The Lessee shall, during the currency of this Lease, make all payments under this Lease by certified cheque or bank draft, payable in Canadian funds, in favour of **Beausoleil First Nation** and shall deliver such payments to **Beausoleil First Nation, Administration Building, 1 O-Gema Street, Christian Island, Ontario, L0K 1C0** or to such other place as Her Majesty may from time to time designate and notify the Lessee of in writing.

RENT REVIEW:

IT IS HEREBY AGREED AND UNDERSTOOD by and between the parties hereto that the annual rent to be paid by the Lessee during the five year period commencing on the 1st day of June 2015 and for every subsequent five (5) year period commencing on the 1st day of June 2020, 2025, 2030, 2035 for the remainder of the term shall be determined by the Minister as being the annual fair market rent for the demised land. Rent shall not decrease at any time throughout the term. In making the determination of rent for any of the periods aforesaid, the Minister shall disregard all improvements erected or placed upon the demised land by the Lessee insofar as such improvements have contributed to the annual fair market rent for the demised land.

The Minister shall endeavor to provide written notice on or prior to the 30th day of November 2014, 2019, 2024, 2029 and 2034 of the annual rent to apply during the subsequent rental period then under review. If the Lessee disagrees with the amount of rent determined by the Minister for any period under review, provided the Lessee has paid all rents currently due, and is otherwise not in default of the Lessee's obligations the Lessee shall have the right, within sixty (60) days from the date of such notice of rent determination to refer the matter of rent to the Federal Court of Canada, pursuant to subsection 17(3) of the Federal Court Act for a determination of the annual rent payable during the period in question. In the event of such referral by the Lessee, the Lessee shall pay the rent as determined by the Minister and after such determination by the Federal Court, the amount paid by the Lessee on account of the rent shall be adjusted in accordance with such determination by way of rebate or additional payment. Such determination by the aforesaid Court shall be final and binding upon the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

1. DEFINITIONS:

In the Lease,

- a) "Annual fair market rent" means the amount of yearly rental at the time of the determination of the rent by the Minister. The Minister's determination of annual fair market rent shall be based on an Appraisal Report completed within the six (6) month period prior to the 30th day of November, 2014, 2019, 2024, 2029 and 2034 and prepared by an Accredited Appraiser of the Appraisal Institute of Canada, certified and in good standing. The report shall conform fully to the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada;
- b) "Band Council" means the Beausoleil Band Council;
- c) "Federal" means pertaining to the Government of Canada;
- d) "Improvements" mean site preparation, septic systems, well water systems and buildings constructed or to be constructed on the demised land and includes any fences on the demised lands;
- e) "Lessee" includes the Lessee or Lessees as the case may be, and his, her or their heirs, executors, administrators and permitted successors and assigns as authorized under Article 29 of the Lease, and those for whom in law the Lessee is responsible;
- f) "Minister" means Her Majesty's Minister of Indian Affairs and Northern Development or any person authorized to act on his behalf; and
- g) "Provincial" means pertaining to the Government of the Province of Ontario.

2. USE:

- a) The demised land shall be used only for a single summer recreational dwelling and not for a permanent residence by the Lessee or other occupants, occasional access being at all times permitted. Said recreational dwelling shall have a minimum floor area of 720 square feet exclusive of porches, verandas and appurtenant outbuildings and shall be erected on the demised land within two (2) years of the date of execution of these presents if same has not already been erected.
- b) No form of commercial venture shall be operated on the demised land.
- c) The Lessee shall not use, or suffer or permit to be used the demised land including any building or buildings located thereon or any part thereof for any dangerous, obnoxious or offensive activity or for any purpose that will substantially deteriorate or lessen the value of the demised land or neighbouring lands including the buildings or any part thereof, reasonable wear and tear excepted.

3. QUIET ENJOYMENT:

The Lessee, by paying the rent as required, and observing and performing the covenants in this Lease, may peaceably and quietly hold and enjoy the demised land during the term.

4. PAYMENT OF TAXES ETC.:

The Lessee shall pay and discharge all taxes, rates, duties and assessments of any kind now charged or hereafter to be charged by any competent authority upon the demised land or upon the Lessee or occupier in respect thereof or payable by either in respect thereof.

5. RENOVATIONS:

- a) The Lessee shall not during the term hereof construct, demolish, alter, remodel or replace buildings or any part thereof or make improvements (including the construction of roads and the provision of water, sewer, electricity or gas systems on the demised land) unless:
 - i) in the opinion of the Minister's representative or of an independent appraiser of the Minister's choosing the value of the buildings and improvements on the land shall not be reduced as a result of such construction, demolition, alteration, remodeling or replacement;
 - ii) the Lessee has obtained the Minister's written approval in advance, for any construction, demolition, alteration, remodeling or replacement as the case may be; and,
 - iii) the Lessee has submitted to the Minister a development plan, including all specifications and other documents as will enable the Minister to assess the development plan. Unless and to the extent the Minister otherwise agrees in writing, any development plans shall be prepared by professional architect or engineer licensed to practice as such in the Province of Ontario.
- b) The Lessee shall not construct, demolish, alter, remodel or replace buildings on the demised land pursuant to an approval mentioned in paragraph (a) herein except in accordance with applicable building codes and without limiting the generality thereof, in accordance with the standards laid down in the National Building Code of Canada, the National Fire Code of Canada and the National Plumbing Code of Canada in effect at the date of such work.
- c) The Lessee shall, within thirty (30) days of the completion of the construction, demolition, alteration, remodeling or replacement, provide the Minister with evidence in the form of inspection certificates, demonstrating that the work has been performed in compliance with the standards mentioned in paragraph (b) herein and in accordance with the development plan referred to in paragraph (a) herein.

6. FIRE STANDARDS:

The Lessee shall observe and fulfill to the satisfaction of the Minister all applicable fire safety and protection standards and without limiting the generality thereof, all federal fire safety and protection standards as amended from time to time, whether relating to the construction and design of improvements on the demised land or otherwise, and for greater certainty, but not so as to restrict the generality of the foregoing, the Lessee shall observe all such standards applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation and maintenance of fire protection devices in and for any building on the demised land.

7. COMPLIANCE WITH APPLICABLE LAWS:

- a) The Lessee shall during the term of this Lease at his own expense promptly observe, perform, execute and comply with all applicable by-laws, and laws, rules, requirements, orders, directions, ordinances and regulations of the federal, provincial and municipal governments, as well as any competent municipal authority or agency concerning the demised land and improvements constructed therein and thereon.
- b) The Lessee shall have the right to contest the validity of applicable by-laws, laws, rules, requirements, orders, directions, ordinances and regulations, if proceedings relating thereto are commenced before the expiration of sixty (60) days after the Lessee has first been notified of any breach of such by-laws, laws, rules, requirements, orders, directions, ordinances or regulations.
- c) The Lessee shall be responsible for, and indemnify and hold harmless Her Majesty against, all loss, damage, costs and expense suffered by Her Majesty by

reason of the Lessee undertaking proceedings under paragraph (b) herein and shall conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence.

8. STATE OF REPAIR:

The Lessee covenants and agrees:

- a) to keep the buildings and all improvements on the demised land in a good and tenable state of repair;
- b) to allow the Minister to enter the demised land and view and inspect the conditions and the state of repair of the demised land and buildings;
- c) to promptly repair or repaint any of the buildings or improvements at the Lessee's own expense when ordered to do so by the Minister;

and, for greater certainty, it is agreed that the Lessee shall at his own cost and expense throughout the term put and keep in good order and condition or shall cause to be put and kept in good order and condition the demised land, and the buildings, and the appurtenances and equipment thereon, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, heating and air-conditioning, equipment, sidewalks, yards, and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits and all other fixtures and appurtenances to the demised land and buildings, and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and shall in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the buildings, improvements and aforesaid appurtenances and equipment fully usable for all the purposes for which the buildings and improvements were erected and constructed and the aforesaid appurtenances and equipment were supplied and installed; and, it is agreed that any obligation of the Lessee under this Article shall be undertaken in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the building, shall be in accordance with the requirements set out in this Lease, including, but without limiting the generality thereof, with the requirements of Articles 5, 6, 7, 9 and 18 of the Lease, and shall meet the requirements of all present and future standards, if any set by the Fire Commissioner of Canada.

9. SANITATION:

The Lessee shall maintain the demised land and all buildings constructed thereon in a clean and sanitary condition and which, in the opinion of the Minister conforms with all of the standards of the applicable health and environmental laws of the Province of Ontario now in effect or promulgated during the term of this Lease and with all such standards set by any other lawful authority.

10. INSURANCE:

- a) The Lessee shall at the commencement of and during the said term:
 - i) **take out and maintain public liability insurance** in the amount of ONE MILLION (\$1,000,000.00) DOLLARS, showing the Lessee as an insured party and Her Majesty as an additional insured; whereby the Lessee and Her Majesty are indemnified against all legal liability incurred in respect of the death or injury to a person or persons or the loss of or damage to property, caused by or attributable to the possession, use, occupation and control of the demised land and improvements by the Lessee; and,
 - ii) **take out and maintain fire insurance** in an amount and in a form satisfactory to the Minister, showing the Lessee as an insured party and Her Majesty as an additional insured; whereby the Lessee and Her Majesty are indemnified against loss by fire or other insurable causes of property damage on the demised land and improvements and the cost of needed

restoration of the demised land and improvements as a result of such causes.

- b) The Lessee shall furnish the Minister with certificates evidencing the policies as required by paragraph (a) herein within thirty (30) days of the commencement of the term of this Lease and a certificate of renewal at least five (5) days prior to the date of the expiration of any policy in force. In the event that the Lessee fails to effect such insurance or renewal thereof or to furnish a certificate, the Minister may procure such insurance and the premium paid by the Minister shall be deemed to be additional rent due and payable by the Lessee to Her Majesty forthwith.

11. FENCES:

The Lessee shall maintain all fences which are, or may be erected, on the demised land.

12. SIDEWALKS:

The Lessee shall, at all times, at his own expense except to the extent that he may be relieved therefrom by a by-law or regulation, keep the sidewalks, curbs, area ways and rights of way forming part of or adjacent to the demised land in good condition and repair and reasonably clean from rubbish, ice and snow and shall not encumber or obstruct the same or allow the same to be encumbered or obstructed in any manner and shall not injure or disfigure the land or permit the same to be injured or disfigured in any way.

13. HUNTING:

The Lessee shall not hunt or permit hunting on the demised land.

14. ACCESS:

- a) The Lessee shall have the right of ingress or egress to and from the demised land over access roads and rights of ways in common with others legally entitled thereto.
- b) In the event of a fire or other public emergency, persons legally entitled to respond to such emergencies shall be allowed access to or across the demised land.

15. TREES:

No person shall cut or remove any trees or bushes on the demised land without the permission in writing of the Minister or the Band Council; provided however that the Minister may order in writing the cutting of any trees or bushes considered hazardous by the Minister or the Band Council by the Lessee who shall forthwith comply with such order.

16. RUBBISH:

The Lessee shall not deposit, or allow the accumulation of, any rubbish or matter of an offensive nature anywhere on the demised land, or on the reserve generally, except in such places and at such times and under such conditions as may be designated by the Minister or the Band Council.

17. NUISANCE:

Where, in the opinion of the Minister, a nuisance exists upon the demised land, he or she may order the Lessee, or occupier of the demised land, to abate the nuisance and clean up said land, and if the Lessee or occupier fails to do so, the Minister may take whatever steps may be necessary to abate the nuisance and the Lessee shall be liable for the cost thereof and the same may be collected in the same manner as other debts due the Crown or deemed to be additional rent due and payable by the Lessee

to Her Majesty forthwith.

18. ENVIRONMENTAL STANDARDS:

- a) Without limiting the generality of Article 7 of the Lease, the Lessee will, at all times, conduct all activities on the demised lands in compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal, provincial and municipal governments, as well as any competent municipal authority or agency, whether or not such laws, rules, regulations, notices, or orders be of a kind now existing or within the contemplation of the parties hereto.
- b) The Lessee will design, construct, operate, maintain and decommission any improvements in accordance with all specifications, mitigative measures, and environmental protection measures described or contained in any decision of Her Majesty pursuant to the Canadian Environmental Assessment Act, including, without limiting the generality of the foregoing, those described in the development plan approved by the Minister which specifications and mitigative measures will become conditions which form part of this Lease.
- c) Without limiting the generality of Article 7 of the Lease, and notwithstanding paragraph (a) herein, the Lessee will ensure that all new subleases conduct environmental assessments in accordance with the Canadian Environmental Assessment Act, or its successor legislation and any regulation made thereunder, and in accordance with all applicable federal policies and procedures, as amended or replaced including all such amendments made subsequent to the effective date of this Lease.
- d) The Lessee covenants and agrees that should the Lessee fail to comply with any specifications or take any mitigation measures or environmental protection measures required by law, or fail to commence and diligently complete the remedial action, the Minister or his or her delegate may, upon written notice to the Lessee, complete the required mitigation measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Lessee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

19. NO CONTAMINANTS:

Without limiting the generality of Article 7 of the Lease, no contaminants or toxic substances as defined under the Canadian Environmental Protection Act and its Regulations as amended or replaced from time to time or as defined under the equivalent provincial legislation, as amended or replaced, will be used, emitted, discharged or stored on the demised land or any adjacent land except in strict compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, order or lawful requirements of the Band Council, the federal, provincial, or municipal governments or other lawful authority.

20. NO RESIDUAL ADVERSE IMPACTS:

At all times, there will be no residual and/or adverse environmental impacts as a result of the use of the demised land or the activities of the Lessee or occupier of said land.

21. MITIGATION OF ENVIRONMENTAL IMPACTS:

- a) The Lessee will notify the Minister, pursuant to Article 37 of the Lease, of any detrimental environmental impacts immediately upon discovery by the Lessee. Should the operation and activities of the Lessee, its officers, directors, invitees, agents or employees, contribute to any detrimental environmental impacts for which the Minister considers remedial action necessary, in accordance with regulations and standards established by applicable federal or provincial legislation, the Lessee hereby agrees to undertake immediately and pay the cost of such remediation.

- b) The Lessee will implement the appropriate technology, design or repair to mitigate anticipated or actual adverse environmental impacts attributable to the Lessee's use of the demised lands immediately following discovery or notice thereof by the Lessee. Further, the Lessee will permit the Minister's representative to enter onto the demised lands at all times to inspect and monitor the Lessee's activities and to ensure that the Lessee has mitigated any anticipated or actual adverse impacts on the environment to the satisfaction of the Minister.

22. LIABILITY FOR REMEDIAL ACTION:

The Lessee shall pay and be responsible for the costs of any remedial action which may be considered necessary by the Minister for any damage to the environment or demised land, arising from the activities of the Lessee or occupier of said land.

23. NOTICE OF RESERVE STATUS:

The Lessee shall post notice in a prominent place on the demised land indicating that the demised land is part of the Christian Island Indian Reserve, No. 30 by virtue of which no mechanics lien shall encumber the demised land.

24. SAND AND GRAVEL:

The Lessee shall not, without the prior written consent of the Minister and the Band Council, remove or allow the removal of any gravel, sand, stone, clay or other material forming part of the demised land, except where necessary for carrying out the purpose permitted by paragraph 2 (a) of the Lease and provided such removal is not a breach of any other provision of this Lease.

25. MINERAL RIGHTS:

Her Majesty reserves the right to drill for, remove and dispose of petroleum, natural gas and minerals on or under the demised land and, for that purpose, to drill wells, lay pipelines, and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved; provided that if the rights hereby reserved are exercised the rental payable by the Lessee shall be abated proportionately and any other compensation payable on the exercise of the said rights by Her Majesty shall be determined by the Minister and shall be in full and final satisfaction of all claims arising from, under or in respect of the exercise of aforesaid rights by Her Majesty.

26. NO ABATEMENT OF RENT:

There shall be no abatement from or reduction of the rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Minister during the term hereby created, caused by or on account of damage by fire or water to the demised land or improvements, whether due to acts of God, strikes, accidents, the making of alterations, repairs, improvements or structural changes to the demised land or improvements or structural changes to the demised land or improvements or the equipment or systems supplying the said services, or from any cause whatsoever.

27. TERMINATION WITHOUT NOTICE:

Notwithstanding any other provision of this Lease, if the Lessee shall at anytime during the term hereof:

- a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
- b) be adjudicated a bankrupt or insolvent;
- c) file any petition or institute any proceeding under any bankruptcy or insolvency act seeking to effect a reorganization or a composition;

- d) have the leasehold interest created hereunder seized in execution or by a process of law and not released within thirty (30) days from the day of such seizure provided that the delivery of a Writ of Execution or a Writ of Extent to a Sheriff shall not be considered a seizure for the purpose of this provision;
- e) fail to pay the rent reserved hereunder within sixty (60) days after being payable, whether formally demanded or not;
- f) be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment; or,
- g) vacate the demised land with monies under the Lease owing to Her Majesty;

IT SHALL BE LAWFUL for the Minister without notice to declare the term ended and this Lease terminated and thereupon these presents and everything herein contained and the estate or term shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that the Minister shall nevertheless be entitled to recover from the Lessee the rent then accrued or accruing and moreover that any right of action by the Minister against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations, or conditions contained in this Lease shall not be thereby prejudiced.

28. TERMINATION WITH NOTICE:

In any case, other than those provided for in Article 27 of the Lease, if the Lessee fails to perform, fulfill or observe any covenants contained herein on his part to be performed, fulfilled or observed, the Minister shall be entitled to give the Lessee notice of breach of covenant and if the Lessee fails to rectify the breach to the satisfaction of the Minister within thirty (30) days of the mailing of such notice, or, if the breach is one which cannot be reasonably remedied within thirty (30) days, within such further period as the Lessee may request and the Minister may approve, provided that the Minister shall not unreasonably withhold his or her approval of any such request by the Lessee, it shall be lawful for the Minister without further notice to declare the term ended and this Lease terminated and thereupon this Lease shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Lessee the rent then accrued or accruing, and moreover that any right of action of Her Majesty against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained herein shall not be thereby prejudiced.

29. TRANSFERS/ASSIGNMENT/SUBLEASE:

The Lessee covenants and agrees:

- a) that the Lessee shall not, during the said term without the prior written consent of the Minister had and obtained, transfer, assign, sublet or mortgage the demised land or any part thereof, or otherwise by any act or deed procure the said land or any part of the said land to be transferred, assigned, sublet or mortgaged for the whole or any part of the said term;
- b) that if at any time during the continuance of the term hereby granted the Lessee be permitted in the manner hereinbefore provided to transfer, assign, sublet, or mortgage, for the remainder of the said term or any part thereof, with the rights and privileges hereby granted, all the provisos, terms, exceptions and conditions herein contained shall extend to and be binding upon the transferee, assignee, sub lessee, mortgagee, or his executors, administrators or assigns respectively, and shall have the same effect as if against the Lessee;
- c) that if at anytime during the continuance of the term hereby granted the Lessee requests the consent of the Minister to transfer, assign, sublet or mortgage the demised land for the remainder of the said term or any part

thereof, each such request for the consent of the Minister shall be accompanied by the sum of **FIVE HUNDRED (\$500.00) DOLLARS** to cover the administration costs of the Lessor payable to Beausoleil First Nation;

- d) that notwithstanding paragraphs (a), (b) and (c) herein above, the rent agreed upon under the Lease shall continue to be paid in the manner as provided herein.

30. PROCEDURE UPON EXPIRATION OR EARLIER TERMINATION:

- a) Upon the expiration or earlier termination of the term hereof:
- i) The Lessee shall peaceably surrender and yield up possession of the demised land unto Her Majesty for the benefit of the said Band without notice from the Minister, any right to notice to quit or vacate being hereby expressly waived by the Lessee; and
 - ii) The Lessee shall be entitled to remove all portable chattels and personal belongings, but shall not remove any buildings, fences or other improvements from the demised land without the prior written consent of the Band Council; and
 - iii) All remaining buildings and improvements shall revert to and become the property of Her Majesty for the benefit of the said Band without charge to Her Majesty or to the said Band free and clear of all encumbrances and liens whatsoever.
- b) Notwithstanding paragraph (a) herein, the Minister, at the request of the Band Council, may direct the Lessee to remove any improvements on the demised land, whereupon such removal shall be done promptly at the expense of the Lessee and said land shall be left in a condition satisfactory to the Minister. The notice to remove improvements may be delivered upon, or up to ninety (90) days after, the expiration or earlier termination of the Lease.

31. WAIVER:

- a) No waiver on behalf of Her Majesty of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Minister or his or her delegate and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of Her Majesty with respect to any other breach.
- b) No remedy herein conferred upon or reserved to Her Majesty is intended to be exclusive of any other remedy herein contained or by law provided, that such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity.
- c) The termination of this Lease shall in no way prejudice Her Majesty's right to recover unpaid rent or to pursue any right of action with respect to a breach of any covenant or agreement herein contained.

32. INDEMNITY:

The Lessee covenants and agrees to indemnify and save harmless Her Majesty against any and all claims, suits or causes of action by or on behalf of any person, corporation or any municipal or governmental authority arising from the conduct or management of all forms of any work, or thing whatsoever done in or about the demised land during the term of this Lease, or arising from the neglect or tort of the Lessee, its agents, contractors, servants, or employees, or from any accident, damage or injury whatsoever, however caused to any person or party on, in or about the demised land.

33. TIME:

Time shall be of the essence in respect of the Lease and all provisions hereof.

34. NO IMPLIED COVENANT:

No implied covenant or liability on the part of Her Majesty is created by the use of the words "demise and lease" contained herein.

35. HOUSE OF COMMONS SENATE:

No member of the House of Commons or the Senate shall be admitted to any share or part of the Lease or any benefit to arise therefrom.

36. GENDER:

The Lease is to be read with all changes of gender or number required by the context.

37. NOTICE:

Whenever in the Lease it is required or permitted that notice or demand be given or served by either party to the Lease to or on the other, such notice shall be given or served in writing, addressed as follows:

To the Minister at:

**Beausoleil First Nation, Administration Building
1 O-Gema Street
Christian Island, Ontario
L0K 1C0**

To the Lessee at:

Lessee Name
Lessee Address

Notice will be deemed to have been delivered:

- (1) if delivered by hand, upon receipt;
- (2) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (3) if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

The parties shall change their respective addresses for delivery by delivering notice of change as provided in this Article.

38. SUCCESSION:

All rights, privileges and liabilities granted or imposed on the parties of the Lease shall extend to and bind the Minister and his or her successors, and to the Lessee and his heirs, executors, administrators and permitted successors and assigns as authorized under Article 29 of the Lease.

39. SUBJECT TO THE INDIAN ACT:

The Lease and any renewal thereof shall be subject to the provisions of the Indian Act and any regulations established thereunder which may be now in force or which may hereafter be made and established from time to time on behalf of the Governor in Council.

IN WITNESS WHEREOF

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, has executed this agreement on the _____ day of _____, 2010.

THE LESSEE has executed this agreement on the _____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED
in the presence of

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA, as
represented by the Minister of Indian
Affairs and Northern Development

WITNESS

LANDS MANAGER,
BEAUSOLEIL FIRST NATION

AS TO THE LESSEE'S SIGNATURE

LESSEE:

AS TO THE LESSEE'S SIGNATURE

LESSEE:

AS TO THE LESSEE'S SIGNATURE

LESSEE:

AS TO THE LESSEE'S SIGNATURE

LESSEE:

CANADA) I, _____
PROVINCE OF) of the Village of Christian Island
) in the Province of Ontario
TO WIT:) make oath and say:

- 1. I was personally present and did see the within instrument executed by _____.
- 2. I know the said _____ are, in my belief, of the full age of 18 years.
- 3. I am subscribing witness thereto.
- 4. I verily believe that each person whose signatures I witnessed is the party of same name referred to in the instrument.

SWORN before me in the)
Village of Christian Island) _____
in the Province of Ontario) Signature of Witness
the ___ day of _____, 2010)

A Notary Public in and for the Province of
Ontario
OR a Commissioner for Taking Oaths

DATED the 30th day of March, 2010

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

TO

Lessee Name
Lessee Address

RECREATIONAL LEASE
