

Refer to File Number 5643- 06199-

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

DATE: THIS INDENTURE, made in duplicate the ____ day of _____ Two Thousand and Six.

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 aHer Majesty@.

OF THE FIRST PART

AND

hereinafter referred to as the aLESSEE@

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 aBand Council@ has by Resolution Number 141-1997-98-39, dated the 7th day of October, 1997 consented to the leasing of the lands hereinafter described; and

WHEREAS the Minister of Indian Affairs and Northern Development (hereinafter called the aMinister@) 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 _____, 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 _____, 2006 and to be fully completed and ended on the ____ day of _____, 2036, hereinafter called **the term@**.

RENT:

- a) The Lessee shall pay Her Majesty without demand or set off, in advance the sum of \$_____ as rent for the year commencing on the first day of _____ (hereinafter called **the commencement date@**) and ending on the ____ day of ____ 2007. On the first day of _____ thereafter, and on the first day of _____ in each year thereafter (hereinafter called **the anniversary date@**) the rent for the year then commencing shall be increased by the amount obtained by multiplying the annual rent for the previous twelve months by the percentage increase in the Consumer Price Index (as defined) for the twelve months ending on November 30th in the year prior to the anniversary date.

RENT REVIEW OPTION:

- b)
- (i) Provided that the Band Council may at its option elect, on or before the 31st day of March 2008 to reinstate the **annual fair market rent@** review process whereby the rent hereunder for the next five-year period of the lease and for all ensuing periods will be determined by the Minister. The Band Council shall give notice on or before the 31st day of March 2008, to the Minister and to the lessee of its intent to elect this option and that the annual rental as determined by the increase in the Consumer Price Index will not apply to the annual rent next due or for the ensuing rental periods.
- (ii) It is hereby agreed and understood that the annual rent to be paid by the lessee pursuant to clause (i) above during the five-year period commencing on the 1st day of April 2009. And for every subsequent five year periods shall be determined by the Minister as being the annual fair market rent for the demised land. In making the determination of rent for any of the aforesaid periods, 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.

The Minister shall endeavor to give the lessee not less than thirty (30) days written notice prior to the 1st day of April 2009, of the annual rent to apply during the 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 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 may be adjusted in accordance with the Court=s decision. Such decision by the aforesaid Court shall be final and binding.

PAYMENT OF RENT:

The Lessee shall pay the rent in the manner set forth in this Lease without any abatement or deduction whatsoever and acceptance of the rent, whether or not in arrears, shall constitute a waiver of compliance with any of the covenants, terms and conditions of this Lease or of Her Majesty's rights with respect to rent reviews and rights reserved to Her Majesty in this Lease.

The Lessee shall pay or cause to be paid the said yearly rent in the manner and on the day hereinbefore appointed for the payment thereof and in the event that the Lessee fails to pay the rent when due payable, the rent shall bear interest at the rate of two percent (2%) per month, compounded on a monthly basis. The effective annual interest rate is 26.8 %.

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 the **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.

DEFINITIONS:

1. In the Lease,

(a) **annual fair market rent** means the amount of yearly rental at the time of the fixing of the rent by the Minister, required to be paid for a parcel of vacant land, similar in character, but situate outside of the Reserve, to be used for similar purposes as herein permitted, and within a radius of not more than 15 miles from the demised land, but if an insufficient number, or no parcels of vacant land outside the Reserve as aforesaid, comparable in area and character to the demised land are found to be leased or to be offered for lease for similar purposes as herein permitted, then the annual fair market rent of the demised land shall be computed or determined at a rate of not less than ten (10) percent of the market value of parcels of vacant land outside the Reserve as aforesaid comparable in area and character to the demised land which were sold or offered for sale during the three (3) month period preceding the date of the commencement of each of the five (5) year periods in question, without regard to the value of the improvements;

Notwithstanding the above, the Minister's determination of annual fair market rent shall be based on an Appraisal Report prepared by an Accredited Appraiser duly authorized by the Appraisal Institute of Canada.

(b) **Band Council** means the Beausoleil Band Council;

8) **Consumer Price Index** means (all items for Regional Cities, base year 1981 =100) for the city in which the Centre is located, or if there is no Consumer Price Index for that City in Canada nearest the Centre annually for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency), or (b) if the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by Her Majesty. If a substitution is required, Her Majesty shall make the necessary conversions. If the base year for the Consumer Price Index (or the substituted or replacement index) is changed by Statistics Canada (or by its successor or other governmental agency), Her Majesty shall make the necessary conversion.

- (d) **AFederal@** means pertaining to the Government of Canada;
- (e) **AImprovements@** 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;
- (f) **ALessee@** includes the Lessee or Lessees as the case may be, and his/her or their executors, administrators and assigns and in the case of an incorporated company, its successors and assigns;
- (g) **ALocal@** means pertaining to the Government in any organized municipality;
- (h) **AMinister@** means Her Majesty=s Minister of Indian Affairs and Northern Development or any person authorized to act on his behalf; and
- (i) **AProvincial@** means pertaining to the Government of the Province of Ontario.

USE:

2.

- (a) The demised land shall be used only for a single recreational dwelling and not for a permanent residence. 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 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 including the buildings or any part thereof, reasonable wear and tear accepted.

QUITE ENJOYMENT:

- 3. That the Lessee well and truly paying the said yearly rent hereby reserved and observing and performing the covenants herein contained may quietly and peaceably hold and enjoy the said demised land.

PAYMENT OF TAXES ETC.:

- 4. That 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 the demised land or upon the Lessee or occupier in respect thereof or payable by either or in respect thereof.

RENOVATIONS:

- 5. Except for these acts specifically authorized herein:
 - (a) The Lessee shall not during the term hereof construct, demolish, alter 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, alteration, remodeling or replacement;

- (ii) the Lessee has obtained the Minister=s written approval in advance, for any construction, demolition, 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 sub-paragraph (a) except in accordance with the standards laid down in the National Building Code of Canada, the National Fire Code of Canada and the Canadian Plumbing Code in effect at the date of such work.
 - (c) The Lessee shall within 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 sub-paragraph (b).

FIRE STANDARDS:

- 6. That the Lessee shall observe and fulfill to the satisfaction of the Minister all federal fire safety and protection standards as amended from time to time, relating to the construction and design of improvements on the demised land and for greater certainty but not so as to restrict the generality of the foregoing, the Lessee shall faithfully observe all such standards applicable to electrical wiring and apparatus, the storage and handling of flammable liquids, and the installation of fire protection devices in and or any building constructed on the demised land.

COMPLIANCE WITH APPLICABLE LAWS:

- 7. The Lessee shall during the term of this Lease at his own expense promptly observe, perform, execute and comply with all applicable band by-laws, rules, requirements, orders, directions, ordinances and regulations of Canada and the Province of Ontario, or any competent Municipal authority or agency concerning the demised land and improvements constructed therein and thereon, PROVIDED that the Lessee shall have the right to contest the validity of such band 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 band by-laws, laws, rules requirements, orders, directions, ordinances or regulations, the Lessee shall indemnify and hold harmless Her Majesty from all loss, damage, costs and expense suffered by Her Majesty by reason of the Lessee undertaking such proceedings and that the Lessee will conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence.

STATE OF REPAIR:

8. That the Lessee covenants and agrees;
- (a) to keep the buildings and all improvements on the demised land in a good and tenantable 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 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, roads, 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 all necessary repairs, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the building and aforesaid appurtenances and equipment fully usable for all the purposes for which the building was 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 clause 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 and shall meet the requirements of all present and future standards, if any set by the Fire Commissioner of Canada and the Fire Insurance Underwriters.

SANITATION:

9. That 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 Her Majesty.

INSURANCE:

10. The Lessee shall at the commencement of and during the said term;
- (a) **take out and maintain public liability insurance** in an amount and in a form satisfactory to the Minister, showing Her Majesty and the Lessee as insured parties; 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) **take out and maintain fire insurance** in an amount and in a form satisfactory to the Minister, showing Her Majesty and the Lessee as insured parties; 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.

The Lessee shall furnish the Minister with certificates evidencing such policies 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 the Minister shall be deemed to be additional rent due and payable by the Lessee to Her Majesty forthwith.

FENCES:

11. That the Lessee shall maintain all fences which are or may be erected on the demised land and on termination of this Lease any fence so erected will revert to and become the property of Her Majesty.

SIDE-WALKS:

12. That 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.

HUNTING:

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

ACCESS:

14.
 - (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) That in the event of a fire or other public emergency persons legally entitled to respond to such emergencies will be allowed access to or across the demised land.

TREES:

15. That 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; notwithstanding, 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.

RUBBISH:

16. That no rubbish or any matter of an offensive nature shall be deposited anywhere on the demised land except in such places and at such times and under such conditions as may be designated by the Minister and the Band Council.

NUISANCE:

17. That where in the opinion of the Minister a nuisance exists upon the demised land, he may order the Lessee or occupier of the land, to abate the nuisance and clean up the 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.

ENVIRONMENTAL STANDARDS:

- 18.
- (a) Without limiting the generality of Article 7, Compliance With Applicable Laws, clause 7, the Lessee will at all times, conduct all business or activities on the lands in compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal, provincial, municipal government, or 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 the works 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, mitigative measures and environmental protection measures will become conditions which form part of this Lease.
- (c) Without limiting the generality of Article 7, Compliance With Applicable Laws, clause 7, and notwithstanding section (a) 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.

NO CONTAMINANTS:

19. Without limiting the generality of Article, Compliance with Applicable Laws, clause 7, 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 lands or any adjacent land by the Lessee, its officers, directors, invitees, agents or employees, except in strict compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, order or lawful requirements of the federal, provincial, municipal government or authority the Band Council or other lawful authority.

NO RESIDUAL ADVERSE IMPACTS:

20. At all times there will be no residual and/or adverse environmental impacts as a result of the use of the lands or the activities of the lessee, its officers, directors, agents, invitees or employees.

MITIGATION OF ENVIRONMENTAL IMPACTS:

21.

- a) The Lessee will notify the Minister pursuant to Article 37, 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 is 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 lands immediately following discovery or notice thereof by the Lessee. Further, the Lessee will permit the Minister's representative to enter onto the 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.

LIABILITY FOR REMEDIAL ACTION:

22. 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, its officers, agents, employees, invitees and sublessees.

NOTICE OF RESERVE STATUS:

23. That 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.

SAND AND GRAVEL:

24. That the Lessee shall not, without the prior written consent and permission of the Minister and the Council of the Beausoleil Band, 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 Clause 2(a) hereof and provided such removal is not a breach of any other provision of this Lease.

MINERAL RIGHTS:

25. That Her Majesty reserves the right to drill for, remove and dispose 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 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.

NO ABATEMENT OF RENT:

26. That there should 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.

TERMINATION WITHOUT NOTICE:

27. 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;
 - 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 accruing and 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 in this Lease shall not be thereby prejudiced.

TERMINATION WITH NOTICE:

28. That in any case, other than those provided for in Clause 27 hereof, 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 or within such further period as the Lessee may request and the Minister may approve, provided that the Minister shall not unreasonably withhold his 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 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.

TRANSFERS/ASSIGNMENT/SUBLEASE:

29. That 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 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, sublessee, 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 be permitted to transfer, assign, sublet or mortgage the demised land for the remainder of the said term for the consent of the Minister shall be accompanied by the sum of **Five Hundred Dollars (\$500.00)** to cover the administration costs of the Lessor, **payable to the Receiver General for Canada**;
 - d) that notwithstanding paragraphs (a), (b) and (c) herein above the rent agreed under the Lease shall continue to be paid in the manner as provided herein.

PROCEDURE UPON EXPIRATION OR SOONER DETERMINATION:

30. That upon the expiration or sooner determination of the term hereof 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, provided that all improvements erected or caused to be erected (except any fences) by the Lessee upon the demised lands may be removed by the Lessee provided that the Lessee:
- i) is not in default under this lease; and
 - ii) has at least thirty (30) days prior to the expiration or sooner determination of the term, given to the Minister written notice of intention to remove said improvements; and
 - iii) prior to the commencement of the removal has posted a satisfactory performance bond to ensure compliance with sub-clause (iv) hereof in an amount satisfactory to the Minister; and
 - iv) shall remove said improvements within thirty (30) days after the expiration or sooner determination of the term and shall leave the demised land in a condition satisfactory to the Minister.

AND PROVIDED that if the Lessee has not removed the improvements in accordance

with the above conditions, the improvements, including all buildings, structures and dwellings, shall revert to and become the property of Her Majesty for the benefit of the said band free and clear of all encumbrances and liens whatsoever.

AND PROVIDED FURTHER, that the Minister, at the request of the Band Council, may direct the Lessee to remove all improvements erected on the demised land, whereupon such removal shall be done at the expense of the Lessee, in a manner satisfactory to the Minister, and the land shall be left in a condition satisfactory to the Minister.

WAIVER:

31.

- a) That 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 his 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) That 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) That 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.

INDEMNITY:

32.

- a) The Lessee shall, at all times hereafter, indemnify and save harmless and keep Her Majesty indemnified from and against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomever made or brought against Her Majesty by reason of or arising out of any act or omission or negligence on the part of the Lessee, its officers, servants, agents, or employees, sublessees in respect of or in relation of this lease.
- b) The Lessee shall, at all times hereafter, pay to Her Majesty upon thirty (30) days notice, the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in sub-paragraph (a) of this paragraph, including administration and legal costs.

TIME:

- 33. That time shall be of the essence in respect of the Lease and all provisions hereof.

NO IMPLIED COVENANT:

- 34. That no implied covenant or liability on the part of Her Majesty is created by the use of the words "demised and leased" contained herein.

HOUSE OF COMMONS SENATE:

35. That no member of the House of Commons or the Senate shall be admitted to any share or part of the within Lease or any benefit to arise therefrom.

GENDER:

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

NOTICE:

37. That whenever in this lease it is required or permitted that notice of demand be given or served by either party to this Lease to or on the other, such notice shall be given or served in writing and forwarded by registered mail to the last known address of the Lessee, as provided by the Lessee or to the Minister as follows:

To the Minister at:

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

To the Lessee(s) at:

and any such notice or communication shall be deemed to have been given to and received by the addressee four (4) days after the mailing thereof in Canada, postage prepaid and registered. Such addresses may be changed from time to time by either party serving notice as above provided.

SUCCESSION:

38. This lease enures to the benefit of and is binding on the Minister and his/her successors and on the Lessee and his/her heirs, executors, administrators, successors and assigns and in the case of a company incorporated, its authorized successors and assigns.

SUBJECT TO THE INDIAN ACT:

39. AND IT IS FURTHER AGREED that this 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

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT ON BEHALF OF
HER MAJESTY THE QUEEN IN RIGHT OF CANADA AND THE LESSEE(S) HAVE
HEREUNTO SET THEIR HAND AND SEALS

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:

CANADA) I, _____
PROVINCE OF) of the city of _____
) in the Province of _____
TO WIT:) make oath and say:

1. I was personally present and did see the within instrument executed by _____.
2. I know the said _____ and he/she is 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)
 City of _____)
 in the province of _____) Signature of Witness
 the ___ day of _____ 20___)

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

DATED the _____ day of _____, 2006

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

TO

RECREATIONAL LEASE

Application of Indian and lawful possession of the land

WITNESS:

BEAUSOLEIL BAND
BAND: