

64-001 CT001
THIS LEASE, made in quadruplicate this 6th day of June, nineteen hundred and seventy-four. IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT, R.S.O. 1970, Chapter 436;

B E T W E E N :

HER MAJESTY the Queen in right of Canada;

hereinafter called "Her Majesty"

OF THE FIRST PART;

- AND -

WASAUINK LANDS INC., a company duly incorporated under the laws of the Province of Ontario, with its registered Head Office located at PARRY SOUND, Ontario;

hereinafter called the "Lessee"

OF THE SECOND PART;

WHEREAS the lands hereinafter described are part of those lands known as Parry Island Indian Reserve No. 16 which have been set apart for the benefit of the Ojibways of the Parry Island Band;

AND WHEREAS the Council of Ojibways of the Parry Island Band of Indians has, by Resolution dated March 29th, 1974, consented to the leasing of the lands hereinafter described;

AND WHEREAS the lands hereinafter described are lands surrendered for lease by surrender numbers #2263 and #2378 dated February 17th, 1960 and October 5th, 1964 respectively and accepted by O.C.P.C. number #1960-329 dated March 17th, 1960 and 1964-1752 dated November 13th, 1964 respectively.

AND WHEREAS the lands and premises described herein have been the subject of an Agreement to lease between the Council of Ojibways of Parry Island Band since November 1st, 1971 and Her Majesty the Queen in right of Canada and further between Wasausink Lands Inc. since December 22nd, 1971 and Her Majesty the Queen in right of Canada;

NOW THEREFORE THIS INDENTURE WITNESSES that Her Majesty, for and in consideration of the rent, 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, ALL AND SINGULAR those certain parcels or tracts of land situated, lying within and being part of Parry Island Indian Reserve No. 16 in the Province of Ontario which lands may be more particularly described as follows:

Lots 1 to 72 inclusive Parry Island Indian Reserve No. 16 as shown on a Plan of Survey recorded in the Canada Lands Survey Records at Ottawa as Plan No. 5061 and Lots 73 to 143 inclusive Parry Island Indian Reserve No. 16 Plan No. 5062 as shown on a Plan of Survey recorded in the Canada Lands Survey Records at Ottawa and the whole of Lots 144 to 244 inclusive, Parry Island Indian Reserve No. 16 as shown on a Plan of Survey recorded in the Canada Lands Survey Records at Ottawa as Plan No. 51788, and the intervening and adjoining roads and the shore reservation of all of the said Lots hereinafter called the demised land.

Subject to prior grants.

TO HAVE AND TO HOLD the said demised land for and during the term of Forty-One (41) years from the 22nd day of December, nineteen hundred and seventy-one and to be fully completed and ended on the 21st day of December, two thousand and twelve (2012), hereinafter called the "term".

YIELDING AND PAYING THEREFORE yearly and in each of the first five (5) years of the said term unto Her Majesty in advance the clear cash rental of ONE THOUSAND DOLLARS (\$1,000.00) the first of such rental payment in the sum of THREE THOUSAND DOLLARS (\$3,000.00), representing the rent due for each of the years commencing on the 22nd day of December, 1971, 1972 and 1973 to be paid on or before the execution of these presents and thereafter the sum of ONE THOUSAND DOLLARS (\$1,000.00) annually for each of the years 1974 and 1975 and such other rent as may be determined hereafter in terms of this lease, in advance, on the 22nd day of December in each and every year of the said term.

The rent for the five year period of the term commencing on the 22nd day of December, 1976 and thereafter for each subsequent five year period shall be the fair market rent as determined by the Minister in consultation with the Band, taking the demised lands as improved lands for the purposes herein permitted as of the date of commencement of the five (5) year period in question. The Minister shall endeavour to make such determination at least 90 days prior to the commencement of the 5 year period in question and the Lessee shall be notified the rent determined by the Minister by a letter signed by the Director, or Acting Director of the Department of Indian Affairs, by registered mail; Provided however, in the absence of or pending such determination the lessee shall continue to pay the rent in the same amount as during the preceding five year period and on the dates herein specified for the payment of rent in each year of the term.

If the notice is given after the five year period in question has commenced, any excess in the rent shall be forthwith adjusted and paid by the lessee to the Minister in accordance with such adjustment. If the Lessee disagrees with the amount of rent determined by the Minister, the Lessee shall have the right to refer the question of rent to the Federal Court of Canada, at his own cost, for determination of the rent; Provided that upon such determination by the court any excess or deficiency shall be adjusted and paid by the Lessee to the Minister or credited by the Minister to the lessee, as the case may be, in accordance with such determination.

Rent under this lease shall be made payable to the Receiver General of Canada and forwarded to the Minister at his office in the City of Ottawa in the Province of Ontario, or to such person and at such place as the Minister may designate from time to time.

IT IS AGREED BY HER MAJESTY AND THE LESSEE, THAT THIS

LEASE IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the Lessee shall pay or cause to be paid the said yearly rent in the manner and on the days and times hereinbefore appointed for the payment thereof without any deduction, defalcation or abatement for or in respect of any taxes, rates, levies, or assessments, municipal, parliamentary or otherwise.

2. That the lessee shall pay or cause to be paid all applicable Federal, Provincial, Municipal, business taxes and all other taxes, rates, duties, charges and assessments whatsoever now charged or hereafter to be charged upon the demised lands or the said lessee or occupier in respect thereof or payable by either in respect thereof on the due dates thereof.

3. That the Lessee shall not, during the said term, without the prior written consent of the Minister, so to do, transfer, or assign the demised land or any part thereof, or otherwise by any act or deed procure the said demised land or any part thereof, or otherwise by any act of deed procure the said demised land or any part thereof, to be transferred, assigned or sublet;

PROVIDED FURTHER THAT should the lessee desire to assign the demised lands, the lessee before assigning shall offer in writing to surrender the lease and the term hereby created to Her Majesty without consideration and that Her Majesty may accept such offer at any time within sixty days from the receipt of the said offer to surrender, but the said offer to surrender shall otherwise be deemed to have been rejected by Her Majesty; and if Her Majesty accepts the surrender of the lease as provided hereinabove, such acceptance shall be without prejudice to the rights and remedies of Her Majesty in respect of any rent in

terms, covenants and conditions herein contained or for any right of action arising out, from, under or in respect of this lease prior to the acceptance of the said offer to surrender the lease by the lessee.

PROVIDED FURTHER that the Lessee may sublet the demised land or any portion thereof under the following conditions:

- (i) That the term of each and every sublease shall not extend beyond the term of this lease less one day.
- (ii) That each and every sublease shall be submitted by the Lessee for Registration forthwith to the Indian Land Registry in Ottawa, Ontario.
- (iii) That the annual rental under each and every sublease shall be a fair market rent and must not be fixed for a period of more than ten (10) years.
- (iv) That no sublease shall be granted by the Lessee until the plan of development for the area and the rent charged is presented to and approved by the Minister.
- (v) That each and every sublease granted shall be subject to all of the terms and conditions of this lease.

Provided always that in the event this lease is cancelled, terminated or forfeited in terms hereof, then any sublease so terminated will be replaced by a lease from Her Majesty upon terms and conditions as may be agreed upon between Her Majesty and the sublessee.

4. 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 or sublet, for the remainder of the said term or any part thereof, the demised land or any part thereof with the rights and privileges hereby granted, all the provisos, terms, exceptions, restrictions and conditions herein contained, shall extend to and be binding upon the transferee, assignee, or sublessee, or his heirs, executors, administrators, successors or assigns, respectively and shall have the same affect as if against the Lessee.

5. The Lessee shall during the term of this lease at its own expense promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, provincial or municipal authority or agency concerning the premises and buildings or other improvements constructed therein and thereon, provided that the lessee shall have the right to contest the validity of such 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 laws, rules, requirements, orders, directions, ordinances and regulations. The Lessee hereby covenants with Her Majesty that if and whenever the Lessee shall contest the validity of any such rules, requirements, orders, directions, ordinances or regulations, the Lessee shall indemnify and hold harmless Her Majesty from all loss, damage, cost and expense suffered by Her Majesty by reason of the Lessee undertaking such proceedings and that the Lessee shall conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence.

6. The Lessee covenants and agrees that Her Majesty's representative may enter upon the demised lands at all reasonable times in order to inspect the condition of the lands and to ensure that all operations are being carried out in accordance with the terms of the lease.

7. That the demised premises shall be used solely for subleasing the various lots as residential properties.

8. The Lessee covenants that all buildings to be erected, altered, remodelled, or replaced in terms hereof shall be constructed in accordance with the standards laid down by the National Building Code of Canada and the Fire Safety Standards as laid down by the Federal

Government from time to time and to the date of construction, and that it shall submit all plans and specifications relating to any subdivision of the demised lands to the Minister and obtain his prior written approval before undertaking any subdivision of the demised lands.

9. That the Lessee shall not commit or permit the commission of any voluntary waste, spoilage or destruction of or on the demised land except where necessary for the carrying out of the purpose of this lease and in accordance with the provisions of this lease in this behalf.

10. Wherever in this lease it is required or permitted that notice or demand be given or served by any party to this lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

TO THE MINISTER OF INDIAN AFFAIRS AND NORTHERN
DEVELOPMENT OTTAWA, ONTARIO, K1A 0H4
To the Lessee at:
P.O. Box 253,
PARRY SOUND, Ontario.

or such other address as either of the parties may from time to time notify in writing;

11. That no waiver on behalf of Her Majesty of any breach shall take place or be binding unless the same be expressed in writing by the Minister 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 breach.

12. That at the expiration, or other sooner termination of the said term, the Lessee shall peaceably surrender and yield up unto Her Majesty the demised land together with all improvements thereon, in good and substantial

repair and condition, reasonable wear and tear and damage by natural disaster only excepted; without the payment of any allowance by Her Majesty.

13. If the Lessee shall at any time during the term thereof:

- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
- (b) be adjudicated as bankrupt or insolvent;
- (c) file any petition or institute any proceedings under any bankruptcy or insolvency act seeking to effect reorganization or a composition;
- (d) have the leasehold estate created hereunder seized in execution or by a process of law and not released within thirty (30) days from the date 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; or
- (e) be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (f) fail to pay the rent reserved hereunder within thirty (30) days after being payable, whether formally demanded or not;
- (g) default in the performance of any of the terms and conditions herein contained;
- (h) permit any non-member of the Ojibway of the Parry Island Band to become a member in Wasausink Lands Incorporated;

it shall be lawful for Her Majesty 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 Her Majesty shall nevertheless be entitled to recover from the Lessee the rent then accrued, or accruing, and moreover that any right of action by Her Majesty 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.

14. That if the Lessee vacates the demised land leaving any rent owing and unpaid it will be lawful for Her Majesty to seize and sell the goods and chattels of the Lessee at any place to which the Lessee or any other person may have removed them and whether on or off the demised land.

15. That the Lessee shall maintain the demised land in a condition satisfactory to Her Majesty's representative and the said representative may order the Lessee to repair or paint any building on the demised land and on receipt of such order, the Lessee will forthwith make the required repairs or do the required painting and that it shall be lawful for the said representative to enter the said demised land at all reasonable times during the said term to examine the condition thereof.

16. That the Lessee will be responsible for the upkeep of 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.

17. The Lessee will during the said term:

- (a) Take out and maintain public liability insurance in an amount and in a form satisfactory to the Minister, whereby the Lessee and Her Majesty are indemnified against all legal liability incurred in respect of the death of or injury to persons or the loss of or damage to property caused or attributable to the possession, use or occupation of the demised land with loss payable to the Lessee and to Her Majesty as their respective interests may appear; and
- (b) Take out and maintain fire insurance in an amount and in a form satisfactory to the Minister, whereby the Lessee and Her Majesty are indemnified against loss by fire or other insurable causes or property damage on the demised land and the cost of needed restoration of the demised land as a result of such causes, with the insurance proceeds payable to the Lessee and Her Majesty as their respective interests may appear and;

(c) Shall produce evidence satisfactory to the Minister of the policies relating to the insurance called for in paragraphs (a) and (b) to be provided to Her Majesty's representative, together with written proof satisfactory to Her Majesty's representative as to the payment of all premiums therefore as they become due and payable.

18. That the Lessee shall be responsible for any firefighting charges incurred on the demised land during the term herein created.

19. Termination of this lease shall in no way prejudice Her Majesty's right to recover unpaid rent or any other right of action by Her Majesty with respect to a breach of any covenant or agreement herein contained.

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

21. This lease enures to the benefit of and is binding upon Her Majesty and Her Successors and the Lessee, its successors and assigns.

22. In this lease "Minister" means Her Majesty's Minister of Indian Affairs and Northern Development.

23. That no member of the House of Commons shall be admitted to any part of the within lease or any benefit to arise therefrom.

24. Time shall be of the essence.

25. That the Lessee, well and truly paying the said yearly rent hereby reserved and observing and performing the covenants herein contained, will quietly and peaceably hold and enjoy the said lands and premises.

26. (a) That the Lessee with the prior written consent of the Minister shall be entitled at its own expense: during the term thereof to construct, demolish, alter, remodel and/or replace such buildings or any part thereof and make such other improvements including construction of roads, water, sewer, electricity and/or gas systems on the demised land and to make any alterations, additions and changes in and to the demised land as it considers necessary and convenient for its operations, carried on from time to time, on the demised land; provided that the market value of the buildings and improvements on the demised land shall not be less after such construction, demolition, alteration, remodelling or replacement, than it was immediately before;

(b) That the Lessee may excavate any sand, gravel, clay, stone or top soil and cut trees which must be excavated or cut down as the case may be in performing the construction referred to in sub-paragraph (a), provided, however, no such material or trees shall be removed from the demised land without the prior consent of Her Majesty's representative and on such terms as Her Majesty's representative may prescribe.

27. That if the Lessee holds over after the expiration of the term of this lease without any further written agreement the tenancy thereby created shall be a tenancy from month to month during the pleasure of the Minister which may be terminated at any time after the creation of such tenancy by one month's written notice to the Lessee signed by the Director, Indian-Eskimo Economic Development Branch, and during the tenancy, a monthly rental at fair market value, shall become due and payable, and the said tenancy shall be subject to all the terms and conditions herein contained so far as the same are applicable to such tenancy.

28. In any case other than those provided for in paragraph thirteen, if the Lessee fails to perform or observe any covenant contained in this lease on its part to be performed 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 mailing of such notice, or if the breach is one which cannot reasonably be 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 approval of any such request the Lessee, it shall be lawful for the Minister without further 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 Her Majesty shall nevertheless be entitled to recover from the Lessee the rent then accrued and moreover any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this Agreement shall not thereby be prejudiced. Provided that in such case any sublease so terminated shall be replaced by a lease from Her Majesty containing such terms and conditions as shall accomplish the intent of such sublease.

29. No remedy herein conferred upon or reserved to the Minister is intended to be exclusive of any other remedy herein or by law provided, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute.

30. At the termination of this lease the Lessee shall be entitled, if not in default hereunder, to remove from th

thirty (30) days after such termination its movable goods, chattels, trade and tenants' fixtures and furnishings as may be determined by the Minister.

31. Whenever under the provisions of this lease any money payment is to be made by the Lessee to Her Majesty such payment shall be made in lawful money of Canada and may be by cheque or draft payable in Canadian funds to the Receiver General of Canada.

32. The Lessee 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 or persons, company or companies, or any municipal or governmental authority arising from the conduct and/or management of all forms of any work, business or things whatsoever done in or about the lands during the term of this lease or arising during the term from any condition of any building, walk or driveway, or arising from the neglect or tort of the sublessee, its agents, contractors, servants or employees, or from any accident, death or injury whatsoever, however caused to any person or persons in or about the premises.

IT IS FURTHER AGREED that this lease shall be subject to the provisions of the Indian Act and Regulations established thereunder, which may be now in force or which

may hereafter be made and established from time to time
in that behalf by the Governor in Council.

HERBERT TAYLOR VERGETTE for
IN WITNESS WHEREOF, /the Minister of Indian Affairs and
on behalf of HER MAJESTY the Queen in right of Canada
Northern Development, /has hereunto set his hand and the
Lessee has caused these presents to be executed and its
corporate seal affixed hereto by its proper officers duly
authorized in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

[Signature])

Alara Adelletha Sababon)

As to the signature of)
[Signature])
[Signature])

Herbert P. Taylor)

WASAUSINK LANDS INC.)

Per: _____)

o/s)

Per: _____)

Herbert Taylor Vergette)

Herbert Taylor Vergette)

Allegria K. ...
As to the Signature of
Herbert Taylor Vergette

DOCUMENTATION
CONTENT
BAND
CONSENT
POLICY
APPROVED AS TO FORM
RECOMMENDED

CANADA)
PROVINCE OF ONTARIO)
Regional Municipality of)
OTTAWA-CARLETON TO WIT:)

I, A. Georgina Krandibens,)
of the City of Ottawa, in the)
Province of Ontario, Public)
Servant,)

MAKE OATH AND SAY:

1. I was personally present and did see the within instrument duly executed by Herbert Taylor Verzetta, Indian-Eskimo Economic Development Branch of the Department of Indian Affairs and Northern Development.
2. I know the said Herbert Taylor Verzetta and that he is in my belief of the full age of eighteen years.
3. I am the subscribing witness thereto.

SWORN before me in the
Regional Municipality of
Ottawa-Carleton, this 25th,
day of July, 1974.

} A. Georgina Krandibens

~~X A Notary Public in and for
the Province of Ontario
X Commissioned for taking Oath.~~

R. G. McAlaar
(Miss) R. G. McAlaar,
Commissioner pursuant to section 108(a)
Indian Act - as of March 4, 1974.

CANADA PROVINCE OF ONTARIO)
TO WIT:)

I, RICHARD NEVILLE CLARKE)
of the City of Orillia, in)
the County of Simcoe,)
MAKE OATH AND SAY:)

1. I was personally present and did see the within instrument duly executed by Flora Adelle Tababondung and Hubert R. Tababondung.
2. I know the said Flora Adelle Tababondung and Hubert R. Tababondung and that they are in my belief of the full age of eighteen years.
3. I am the subscribing witness thereto.

SWORN before me at the
City of Orillia, in the
County of Simcoe, this
14th day of June, 1974.

} [Signature]

[Signature]
A Commissioner etc.

LYNDA J. KRAFT,
A Commissioner, etc., in Simcoe County
for Montgomery, Clarke & Zwicker,
Barristers. Expires March 21, 1977.