

Send Two Copies to:

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

2

Envoyer deux copies à:

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudiere
Ottawa, Ontario K1A 0H4
Attention: Le registraire des terres indiennes

The undersigned hereby requests that the instrument, the particulars of which are set out below, be entered, pursuant to the Westbank First Nation Self-Government Act, in the appropriate register of the First Nations Self-Government Land Register.
Le/La soussigné(e) demande par la présente que le document dont les détails montrés ci-dessous, soit inscrit conformément à la Loi sur l'autonomie gouvernementale de la Première Nation de Westbank, dans le Registre.

Log # / # au registre	Log Date / Date au registre	Regional File # / # de dossier régional
P70029	30/Aug/2005 6:15 pm	2005-514
	dd/mm/yyyy hh:mm am/pm jj/mm/aaaa hh:mm am/pm	

NAME OF PARTIES TO INSTRUMENT / NOM DES PARTIES DU DOCUMENT

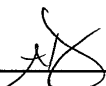
Grantor / Cédant
<u>Name / Nom</u> WESTBANK FIRST NATION
Grantee / Cessionnaire
<u>Name / Nom</u> BAYVIEW HOMEOWNERS MANAGEMENT CORP.

Instrument Type / Type de document: MODIFICATION OF LEASE (or / ou Code) 70
Instrument Date / Date du document: 2005/Aug/26
Purpose / Objet: (or / ou Code)

LAND DESCRIPTION / DESCRIPTION DE LA TERRE
Province: BRITISH COLUMBIA FN Land Code / Code foncier de la PN: 106.1
Reserve Name / Nom de la réserve: TSINSTIKEPTUM NO. 9
Crown Land Name / Nom de la terre de la couronne:

Legal Description - Land Affected /
Description Légal - Terre:
LOT 4-4 RSBC 3710R
LOT 4-5-RSBC 3710R
LOT 4-2-370 CLSR 83480
LOT 4-2-371 CLSR 83480
LOT 4-2-372 CLSR 83480

Remarks / Remarques: LEASE #206130, MODIFICATIONS #207868 & #208500, ASSIGNED BY #SG_____

Signature of Applicant / Signature du requérant: 
WESTBANK FIRST NATION
Angie Derrickson
Lands Officer
LANDS OFFICE: 201 - 515 Hwy 97 South, Kelowna, B C V1Z 3J2
Phone (250) 769-2442, Fax (250) 769-2443, Email: ademckson@wfn.ca
email: _____, couriel: _____
Date: Aug. 30/05

Return To:

Address:

Send Two Copies to:

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

Envoyer deux copies à:

Affaires indiennes et du Nord Canada
Registre des terres indiennes
Terrasses de la Chaudiere
Ottawa, Ontario K1A 0H4
Attention: Le registraire des terres indiennes

Registration Number / Numéro d'enregistrement: SG-00412
Registration Date / Date d'enregistrement: SEP 12 2005 and Time / et heure: 9:59 9 A.M. / P.M.

L. Andrews _____
Signature of Registration Officer / Signature de l'officier d'enregistrement Date

Comments / Commentaires:

Clarification/clarification

Signature of Registration Officer / Signature de l'officier d'enregistrement Date



WESTBANK FIRST NATION

Westbank Lands Register

Form No. WFN-02

APPROVED AS TO THE FORM BY THE DIRECTOR OF LANDS PURSUANT TO THE WESTBANK FIRST NATION LAND RULES	
Signature:	<i>[Signature]</i>
Date:	Aug. 30/05

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

Page 1 of 9 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

PUSHOR MITCHELL LLP, Lawyers, 3rd Floor,
 1665 Ellis Street, Kelowna, British Columbia V1Y
 2B3, Phone (250) 762-2108 Client No. 10332
 SGC/32264.2-dlk(2)

Signature of Applicant, Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

PIN	LEGAL DESCRIPTION SEE SCHEDULE
-----	-----------------------------------

3. NATURE OF INTEREST:

DESCRIPTION
 Modification of Lease 206130 as
 modified by 207868, 208500 and
 Assigned by _____

DOCUMENT REFERENCE

(page and paragraph)
ENTIRE INSTRUMENT

PERSON ENTITLED TO INTEREST

TRANSFeree

4. TERMS: Part 2 of this instrument consists of (select one only)

<input type="checkbox"/> Lease	<input type="checkbox"/> Agreement for Sale	<input type="checkbox"/> Licence
<input type="checkbox"/> Sublease	<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Easement
<input type="checkbox"/> Assignment of Lease	<input type="checkbox"/> Discharge of Mortgage	<input type="checkbox"/> Release
<input type="checkbox"/> Assignment of Sublease	<input type="checkbox"/> Permit	<input type="checkbox"/> Other – Modification of Lease

Part 2 includes any additional or modified terms referred to in Item 7 or in a schedule attached to this instrument. If discharge of mortgage or release is selected, the interest described in Item 3 is released or discharged from the land described in Item 2.

5. TRANSFEROR(S): WESTBANK FIRST NATION, Suite 301 515 Highway 97 S., Kelowna, British Columbia V1Z 3J2

6. TRANSFeree(S): including occupation(s), postal address(es) and postal code(s)

BAYVIEW HOMEOWNERS MANAGEMENT CORP. (Incorporation No. 419609) having an office at 215 – 1511
 Sutherland Avenue, Kelowna, British Columbia V1Y 5Y7

7. ADDITIONAL OR MODIFIED TERMS: NIL

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the instrument described in Item 4.

EXECUTION DATE

Officer Signature(s)

[Signature]
KIRK DRESSLER
 Barrister & Solicitor
 #310 - 515 Hwy 97 S.
 Kelowna, BC V1Y 2G2

Y	M	D
05	08	26

Party(ies) Signature(s)

WESTBANK FIRST NATION

[Signature]

Print Name:

Print Name:


OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.




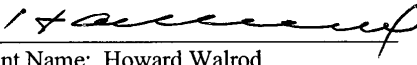
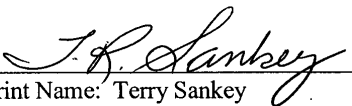
WESTBANK FIRST NATION

**Westbank Lands Register
Form No. WFN-05**

SIGNED BY THE WESTBANK FIRST NATION DIRECTOR OF LANDS PURSUANT TO THE WESTBANK RESTITUTION LAND RULES	
	Signature <i>A. S. [unclear]</i>
	Date <i>Aug. 30/05</i>

EXECUTIONS CONTINUED

Page 2 of 9 Pages

Officer Signature(s)	EXECUTION DATE	Party(ies) Signature(s)						
	<table border="1"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">05</td> <td style="text-align: center;">08</td> <td style="text-align: center;">24</td> </tr> </table>	Y	M	D	05	08	24	BAYVIEW HOMEOWNERS MANAGEMENT CORP.  Print Name: Howard Walrod  Print Name: Terry Sankey
Y	M	D						
05	08	24						
As to both the signature(s) DAVID MILES BARRISTER & SOLICITOR #301 - 1665 ELLIS STREET KELOWNA, BC V1Y 2B3 PHONE: 762-2108								

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act, R.S.B.C. 1979, c. 116*, to take affidavits for use in British Columbia and certifies that there has been compliance with the Westbank First Nation Land Rules.

SGC/32264.2/dlk(3)



WESTBANK FIRST NATION

Westbank Lands Register

Form No. WFN-06

SCHEDULE

Page 3 of 9 Pages

[ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON FORMS WFN-01, WFN-02, WFN-03, WFN-04.]

2. Parcel Identifier(s) and Legal Description(s) of the Mortgaged Land:

(PIN)	(Legal Description)
N/A	Lot 4-4 Tsinstikeptum Indian Reserve No. 9, RSBC Plan 3710R
N/A	Lot 4-5 Tsinstikeptum Indian Reserve No. 9, RSBC Plan 3710R
N/A	Lot 4-2-370 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480
N/A	Lot 4-2-371 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480
N/A	Lot 4-2-372 Tsinstikeptum Indian Reserve No. 9, CLSR, Plan No. 83480

(3)

PART 2

MODIFICATION OF HEAD LEASE AGREEMENT

This Agreement is effective as of the ____ day of _____, 2005.

BETWEEN:

WESTBANK FIRST NATION,
#301 – 515 Highway 97 South
Kelowna, B.C.
V1Z 3J2

(“Westbank”)

OF THE FIRST PART

AND:

BAYVIEW HOMEOWNERS MANAGEMENT CORP.
Incorporation No. 419609
a British Columbia company, having its registered and records
office at 215 – 1511 Sutherland Avenue, in the City of Kelowna,
in the Province of British Columbia, V1Y 5Y7;

(“hereinafter called the “Lessee”)

OF THE SECOND PART

WHEREAS:

- A. The lands hereinafter demised (the “Lands”) are part of the Tsinstikeptum Indian Reserve Number 9 (the “Reserve”) which was set apart for the use and benefit of Westbank, a band as defined in the *Indian Act*, and are located in the Province of British Columbia, more particularly known and described as follows:

Lot 4-2-370, Lot 4-2-371, and Lot 2-372 (Road) as shown on Plan of Survey #83480 CLSR, Tsinstikeptum Indian Reserve Number 9, excepting and reserving unto Her Majesty all minerals, petroleum and natural gas under the Lands

- B. Mary Anne Eli (the “Locatee”), a member of Westbank is lawfully in possession of the Lands, under Certificate of Possession Number 101175.
-

- C. Pursuant to Section 58(3) of the *Indian Act*, Her Majesty granted a lease for Lot 4-2-3, Tsinstikeptum Indian Reserve No. 9, Province of British Columbia, as shown on R.S.B.C. Plan of Survey Number 1046 (now shown as Plan 74340 deposited in the Canada Lands Survey Records at Ottawa, Ontario), effective the 1st day of January, 1991, in favour of Artisan Management Inc., which lease was registered in the Indian Land Registry in Ottawa, Ontario, as Number 206130 (the "Head Lease"). The Head Lease was modified and amended pursuant to Modifications of Lease dated the 31st day of March, 1992 and the 29th day of May, 1992, which were registered in the Indian Land Registry in Ottawa, Ontario as Numbers 207868 and 208500 respectively (the "1992 Modifications");
- D. The Lessee has overseen repair of certain of the concrete and wooden retaining walls located on the Lands which repair has now been completed to the standards of EBA Engineering Consultants Ltd.
- E. The Head Lease, as modified and amended by the 1992 Modifications, was assigned to the Lessee pursuant to an Assignment of Lease dated the 22 day of Aug, 2005, and registered in the Westbank Land Register of the First Nations Self-Government Lands Registry in the National Capital Region as Number SGSD411;
- F. Westbank and the Lessee, with the consent of the Locatee, are desirous of modifying the Head Lease as hereinafter described.

NOW THEREFORE THIS INDENTURE WITNESSES that pursuant to the said premises and in consideration of the sum of ONE (\$1.00) DOLLAR and the other good and valuable consideration now paid to Westbank by the Lessee (the receipt and sufficiency of which are hereby acknowledged) it is hereby expressly agreed and declared by the Lessee and Westbank as follows:

- 1. The Head Lease is hereby amended by deleting the definition of "Lands" contained in Article 1, which states:

"Lot 4-2-3 in Tsinstikeptum Indian Reserve #9, Province of British Columbia, as shown on RSBC Plan of Survey #1046"

and replacing it with the following:

"Lot 4-2-370, Lot 4-2-371, and Lot 4-2-372 (Road) as shown on Plan of Survey #83480 CLSR, Tsinstikeptum Indian Reserve Number 9".
 - 2. The Head Lease is hereby amended by deleting in its entirety the definition of "Profit" contained in Article 1.
 - 3. The Head Lease is hereby amended by deleting the definition of "Term" contained in Article 1, which states:
-

“Term”

means:

- a. the period of time commencing on the 1st day of January, 1991 and expiring on or before December 31, 1992 (hereinafter called the “Initial Term) and;
- b. the period of time commencing upon the expiration of the initial term and expiring of the 31st day of December, 2089 (hereinafter called the “Renewal Term”)

and replacing it with the following:

“Term”

means the period of time commencing on the effective date of the assignment of this Lease to the Lessee herein and expiring on the 31st day of December, 2089”.

4. The Head Lease is hereby amended by deleting Section 4.02 which states:

“4.02 During the initial term of the Lessee shall pay rent pursuant to Article 5.00 as follows:

- (a) January 1, 1991 to December 31, 1991, the sum of TWO THOUSAND DOLLARS (\$2,000.00) monthly with the first such payment due January 17, 1991, and on the 17th day of each month thereafter to the earlier of either:
 - i) December 17, 1991, or;
 - ii) the date upon which the Lessee exercises its option to renew pursuant to Article 39.00.
- (b) For the period January 1, 1992 to December 31, 1992, in the event the Lessee has not exercised its option to renew rent shall be payable monthly in the sum of \$4,000.00 with the first such payment due January 17, 1992 and the last payment due on the earlier of either:
 - i) December 17, 1992, or;
 - ii) the date upon which the Lessee exercises its option to renew pursuant Article 39.00.”

and replacing it with the following:

“4.02 The Lessee shall pay the sum of ONE DOLLAR (\$1.00) for the term of the Lease in advance on or before the execution hereof by Her Majesty.”

5. The Head Lease is hereby amended by deleting Section 4.03.
6. The Head Lease is hereby amended by deleting Articles 14.01 and 14.02 which state:
 - “14.01 During the initial term the Lessee may enter upon and have free and uninterrupted access to the Lands subject to:
 - (a) there shall be no improvements whatsoever constructed upon the Lands without the consent of the Minister first obtained in writing;
 - (b) the Lessee, its employees or agents shall not disturb the soil, trees or shrubs on the Lands except as is required to conduct surveys, complete the development plan and environmental assessment report required by this Lease; and
 - (c) shall not remove, alter or destroy any improvement existing on the Lands as at the first day of January, 1991.
 - 14.02 Subject to the Lessee having exercised its option to renew pursuant to Article 39.00 herein, during the renewal term the Lessee may construct, develop, maintain, or lease residential, single family apartments or multi-family units and such related or ancillary uses.”
7. The Head Lease is hereby amended by deleting Article 39.00 (“Option to Renew”) in its entirety.
8. The Head Lease is hereby amended by deleting Article 40.00 (“Lessee’s Right to Terminate during Initial Term”) in its entirety.
9. The Head Lease is hereby amended by deleting that portion of Section 53.02 which states:

“To the Lessee:
Artisan Management Inc.
c/o 2nd Floor – 1674 Bertram Street
Kelowna, B.C. V1Y 9G4”

and replacing it with the following:

“To the Lessee:
Bayview Homeowners Management Corp.
c/o 215-1511 Sutherland Avenue
Kelowna, B.C. V1Y 5Y7
and
Pushor Mitchell
3rd Floor 1665 Ellis Street
Kelowna, B.C. V1Y 2B3
Attention: Susan G. Connaghan

ACKNOWLEDGMENT AND DECLARATION OF THE LOCATEE

I, MARY ANN ELI, Locatee, hereby acknowledge and declare that I am in lawful possession of the Lands, have read and understood all the terms and conditions of this Modification of Head Lease, and have been advised by Westbank to obtain the advice of a lawyer before signing this acknowledgement, declaration and consent, and do not rely on the legal advice of anyone except my own lawyer, and hereby consent to the terms and conditions of this Modification of Head Lease and in particular the ONE DOLLAR (\$1.00) prepaid rent.

SIGNED, SEALED AND DELIVERED by the)
Locatee, Mary Anne Eli, in the presence of:)

Name: 

MURRAY D. GLAZIER)
Address: BARRISTER & SOLICITOR)
2nd Floor - 1674 Bertram Street)
Kelowna BC V1Y 9G4)
Occupation:)
Ph: (250) 763-3343 Fax: (250) 763-9524)


MARY ANNE ELI



WESTBANK FIRST NATION
MEMORANDUM
LANDS OFFICE

URGENT

DATE: August 30th 2005
TO: LORETTA ROY
Self Government First Nations Lands Register
FROM: ANGIE DERRICKSON
Lands Officer, Westbank First Nation
RE: P70028 TO P70033

CONCURRENT REGISTRATION

Please concurrently register the attached transactions in the following order:

1. **P70028 (ASSIGNMENT OF LEASE)**
LOT 4-4 & LOT 4-5 RSBC 3710R TIR 9
LOT 4-2-370, LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9
2. **P70029 (MODIFICATION OF LEASE)**
LOT 4-4 & LOT 4-5 RSBC 3710R TIR 9
LOT 4-2-370, LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9
Please insert the registration number of the Assignment of Lease into Recital E
3. **P70030 (RIGHT OF WAY)**
LOT 4-2-371 CLSR 83480 TIR 9
4. **P70031 (RIGHT OF WAY)**
LOT 4-2-371 & LOT 4-2-372 CLSR 83480 TIR 9
Please insert the registration number of the Assignment of Lease into Recital F and the registration of the Modification of Lease into Recital G
5. **P70032 (EASEMENT)**
LOT 4-2-369 CLSR 83480 TIR 9
Please insert the registration number of the Assignment of Lease into Recital F and the registration number of the Modification of Lease into Recital G
6. **P70033 (EASEMENT)**
LOT 5-7-1 CLSR 83372 TIR 9

If there are any problems with the above please ensure all transactions are held and contact me directly.
Thank you in advance for your assistance.

Yours sincerely,

WESTBANK FIRST NATION


Angie Derrickson
Lands Officer

aderrickson@wfn.ca

WESTBANK FIRST NATION
201 - 515 Hwy 97 South, Kelowna, BC, V1Z 3J2

Phone: (250) 769-2442
Fax: (250) 769-2443

Self Government First Nations Land Registry
Repository Control Sheet

Date Received  Registration No. SG 00412
Date SEP 12 2005
Time 9:59 am/pm


Pending File No.: P70029 Region BC
Reserve Name Tsimlik Kiptum #9
Instrument Type Modification of Lease Purpose _____
Term _____ From _____ To _____

Retire PIN: Yes No Cancel EOT: _____
Legal Description/Land Affected PIN (s)

Remarks/Registration Numbers Affected

New Legal Description New PIN(s) Created

Remarks

Examined By:  Date: SEP 12 2005
Verified By: _____ Date: _____