

RETURN TO:

WESTBANK FIRST NATION  
LANDS DEPARTMENT  
102 - 515 Highway 97 South  
Kelowna, B.C. V1Z 3J2  
Phone: (250) 769-2442  
Fax: (250) 769-2443

APPLICATION FOR REGISTRATION  
OF INDIAN LANDS

The undersigned hereby requests that the instrument, the particular of which are set out below, be entered, pursuant to the Indian Act, in the appropriate Register of the Indian Land Registry.

Log No.:                      Log Date:                      Regional File No.:

NAMES OF PARTIES TO INSTRUMENT

Grantor

Surname	Given Names	No.
<u>471496 BC Ltd</u>	_____	_____
_____	_____	_____
_____	_____	_____

Grantee

Surname	Given Names	No.
<u>Royal Heights Properties Inc</u>	_____	_____
_____	_____	_____
_____	_____	_____

Instrument Type Assignment of Lease (or Code) \_\_\_\_\_

Instrument Date January 6th, 1999

Purpose(or Code) \_\_\_\_\_ (or Code) \_\_\_\_\_

LAND DESCRIPTION

Province: BRITISH COLUMBIA Band Name WESTBANK FIRST NATION

Reserve Name: Tsinstikeptum Indian Reserve No. 9 (10)

Parcel	Parcel Identification Number (PIN)	List of Supporting Documentation
<u>lot 330 CLR 75750</u>	_____	_____
_____	_____	_____

[Signature] Signature of Applicant      Telephone No. of Applicant \_\_\_\_\_      Date Mar 3/00

ACCEPTANCE

This Application for Registration has been accepted and the instrument has been entered in the appropriate Register. This instrument has been registered under number: 208956 Date: March 6/2000 Hour: 2:05 a.m. (p.m.)

[Signature]  
Registrar

**ASSIGNMENT OF HEADLEASE**

**THIS ASSIGNMENT AGREEMENT** made the 6 day of <sup>January, 1999</sup>~~September, 1998~~.

**BETWEEN:**

**471496 B.C. LTD.**, (Incorporation No. 471496) a body corporate duly incorporated pursuant to the laws of British Columbia and having its registered and records office located at #260, 2300 Carrington Road, Westbank, British Columbia, V4T 2N6

(hereinafter referred to as the "Assignor")

**AND:**

**ROYAL HEIGHTS PROPERTIES INC.**, (Incorporation No. 551343) a body corporate duly incorporated pursuant to the laws of British Columbia and having its registered and records office located at #260, 2300 Carrington Road, Westbank, British Columbia, V4T 2N6

(hereinafter referred to as the "Assignee")

**WHEREAS:**

A. Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (herein called "Her Majesty") granted a Lease for a term of 99 years commencing July 1, 1994 respecting the land situate on the Tsinstikeptum Indian Reserve No. 10 in the Province of British Columbia, more particularly described as:

Lot 330, Tsinstikeptum Indian Reserve No. 10, Province of British Columbia, as shown on Plan of Survey No. 75750 CLSR, deposited in the Canada Land Survey Records at Ottawa, Ontario

which Lease was registered at the Indian Land Registry at Ottawa on the 25th day of July, 1994, under No. 223290 (herein called the "Headlease");

B. The Assignor herein wishes to assign its leasehold interest in the lands hereinafter described and the Assignee wishes to acquire the Lands herein by way of Assignment of Headlease.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) the Assignor does hereby Grant and Assign unto the Assignee the Assignor's interest in and to that certain parcel or tract of land and premises situate, lying and being in the Province of British Columbia and more particularly known and described as :

SUB PIN: 902005940

Lot 330, Tsinstikeptum Indian Reserve No. 10, Province of British Columbia, as shown on Plan of Survey No. 75750 CLSR, deposited in the Canada Land Survey Records at Ottawa, Ontario

(herein called the "Lands")

for all the residue then unexpired of the said term of the Headlease subject to payment of rent in accordance with the terms and conditions set forth in the Headlease, and the performance and observance of the covenants and conditions contained in the Headlease.

To hold the same unto the Assignee, henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest (if any) of the Assignor therein.

Subject to the payment of the rent and the performance of the Lessee's covenants and agreements in the said Headlease reserved and contained.

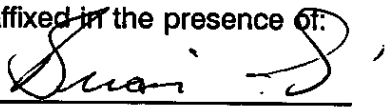
AND the Assignor doth hereby covenant with the Assignee that notwithstanding any act of the Assignor the said Headlease is a good, valid and subsisting Headlease, and that the covenants and conditions therein contained have been duly paid and performed by the Assignor up to the date hereof, and that the Assignor now has good right to assign the said Headlease and premises in manner aforesaid.

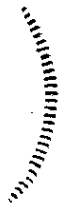
AND that subject to the payment of the rent and the performance of the Lessees covenants, it shall be lawful for the Assignee, peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Agreement of Headlease, without any interruption by the Assignor or any person claiming under him, free from all charges and incumbrances whatsoever save as aforesaid. And also that he, the Assignor and all persons lawfully claiming under him will, at all times hereafter, at the request and costs of the Assignee, assign and confirm to him the said premises for the residue of the said term and will execute such documents in confirmation thereof as the Assignee shall reasonably require. AND the Assignee doth hereby covenant with the Assignor, that the Assignee will from time to time, pay the rent and observe and perform the Lessees covenants and conditions in the said Agreement of Headlease, reserved and contained and indemnify and save harmless the Assignor from all losses and expenses in respect of the non-observance or non-performance of the said covenants and conditions or any of them.

HOWEVER, be it always provided, that notwithstanding anything to the contrary herein, any credits, debts, obligations, refunds or adjustments owing to the Assignor with respect to the Lands, the Development, or any portion thereof, or to which the Assignor may be entitled, shall continue to belong to the Assignor and in particular any refunds with respect to latecomer charges, sewer charges or development cost charges, or any overpayment thereof shall remain the property of the Assignor.

WHEREVER the singular or the masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require).

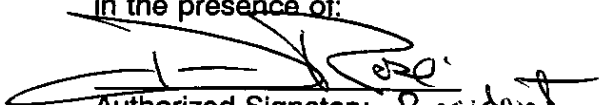
IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

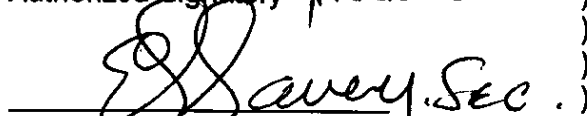
THE CORPORATE SEAL of 471496 B.C. LTD. was hereunto  
affixed in the presence of:  
  
Authorized Signatory - Brian Eli

C/S 

THE CORPORATE SEAL of **ROYAL  
HEIGHTS PROPERTIES INC.**

was hereunto affixed  
in the presence of:

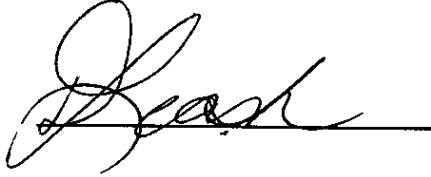
  
Authorized Signatory *President*

  
Authorized Signatory *Sec.*

C/S

We, MILLIE JACK and HENRY MANUEL JACK, Locatees, hereby acknowledge that we have read and understood all of the terms and conditions of the attached assignment of Headlease, have been advised by the Minister of Indian Affairs of Northern Development to obtain the advice of a lawyer before signing this acknowledgment, 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 Assignment.

SIGNED, SEALED AND DELIVERED  
in the presence of:



A handwritten signature in cursive script, appearing to read "Henry Manuel Jack", is written over a horizontal line.

) Millie Jack  
) MILLIE JACK  
)  
)  
)  
) Henry Manuel Jack  
) HENRY MANUEL JACK  
)

**PROOF OF EXECUTION BY CORPORATION**

I CERTIFY that on the 15 day of <sup>Feb</sup>~~September~~, <sup>1999</sup>~~1998~~, at Westbank, in the Province of British Columbia, BRIAN ELI who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of 471496 B.C. LTD., and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it (and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office at Westbank, in the Province of British Columbia, this 15 day of <sup>February</sup>~~September~~, <sup>1999</sup>~~1998~~.



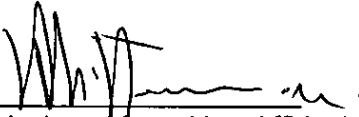
A Commissioner for taking Affidavits  
within British Columbia

**BARRY M. PORRELLI**  
Barrister & Solicitor  
#260, 2300 CARRINGTON RD.  
WESTBANK, B.C. V4T 2N8

**PROOF OF EXECUTION BY CORPORATION**

I CERTIFY that on the 6 day of ~~September, 1998~~ <sup>Jan 1999</sup>, at ~~Westbank~~ <sup>Kelowna</sup>, in the Province of British Columbia, Darren Ross who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of ROYAL HEIGHTS PROPERTIES INC., and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it (and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office at ~~Westbank~~ <sup>Kelowna</sup>, in the Province of British Columbia, this 6 day of ~~September, 1998~~ <sup>Jan 1999</sup>.

  
A Commissioner for taking Affidavits  
within British Columbia  
**MARC R. B. WHITTEMORE**  
Barrister & Solicitor  
205 - 1690 Water Street  
Kelowna, B.C. V1Y 8T8  
Phone: 868-2202

LAND TITLE ACT  
FORM 2

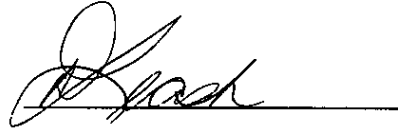
Sections 43(a) and 44(a)

AFFIDAVIT OF WITNESS

I, Dolores Leask, \_\_\_\_\_, of Kelowna, in the Province of British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by MILLIE JACK and HENRY MANUEL JACK, the party(ies) to it, for the purposes named in it.
2. The instrument was executed at Kelowna, British Columbia
3. I know the parties and that he/she/they is/are 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at Kelowna )  
in the Province of British Columbia )  
this 2 day of ~~September~~, February, ~~1998~~ 2000 )  
Nancy A. Cronie )  
\*) Commissioner for Taking Affidavits )  
in the Province of British Columbia )



**NANCY A. CRONIE**  
Barrister & Solicitor  
301 - 515 Highway 97 South  
Kelowna, B.C. V1Z 3J2  
(250) 769-4999

\*) Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits in British Columbia.

NOTE: This affidavit must be sworn by a witness who is not a party to the instrument.

Dated the \_\_\_ day of September, 1998.

---

**BETWEEN:**

**471496 B.C. LTD.**, (Inc. No. 471496)  
a body corporate duly incorporated  
pursuant to the laws of British Columbia  
and having its registered and records office located at  
#260, 2300 Carrington Road  
Westbank, British Columbia  
V4T 2N6

(hereinafter referred to as the "Assignor")

**AND:**

**ROYAL HEIGHTS PROPERTIES INC.**, (Incorporation No. 551343)  
a body corporate duly incorporated  
pursuant to the laws of British Columbia  
and having its registered and records office located at  
#260, 2300 Carrington Road  
Westbank, British Columbia  
V4T 2N6

(hereinafter referred to as the "Assignee")

---

**ASSIGNMENT OF HEADLEASE**

---

BMP/dts  
File No. 14168.029

---

**BASSETT & COMPANY**  
**Barristers and Solicitors**  
#260, 2300 Carrington Road  
Westbank, BC  
V4T 2N6



# WESTBANK FIRST NATION

## COUNCIL

Suite 301 - 515 Highway 97 South, Kelowna, B.C. V1Z 3J2

Telephone: (250) 769-4999 — Fax: (250) 769-4377

### WESTBANK FIRST NATION COUNCIL RESOLUTION CHRONOLOGICAL NUMBER: 1999/2000 – LN 246

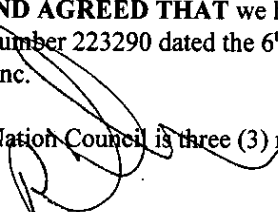
The undersigned Chief and Councillors of the Westbank First Nation (“Westbank”) do hereby certify that the following is a resolution that was duly moved, seconded and approved by a majority of the Council at a duly convened meeting held at the Administration Offices of Westbank at Suite 301 515 Highway 97 South, Tsinstikeptum Indian Reserve No. 10, on the 16<sup>th</sup> day of ~~February~~, 2000. *March*

#### WHEREAS:

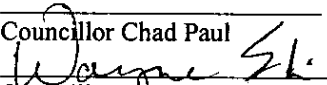
- A. By Order in Council P.C. 1989-998 dated May 25th, 1989 issued pursuant to Section 60 of the Indian Act (“P.C. 1989-998”), the Westbank First Nation, (“Westbank”) has been granted the authority to control and manage lands within Westbank’s reserves and to exercise certain powers given to the Minister of the Department of Indian Affairs and Northern Development (the “Minister”) under the Indian Act;
- B. By Indenture of Lease dated the 1st day of July, 1994 and deposited in the Indian Lands Registry in Ottawa under number 223290 (the “Lease”), the Minister, acting on behalf of Her Majesty the Queen in Right of Canada, did lease unto 471496 B.C. Ltd (the “Lessee”) certain lands in Tsinstikeptum Indian Reserve No.10, in the Province of British Columbia, for a term of ninety-nine years (99), which lands are more particularly described as follows:
- The whole of Lot 330, Tsinstikeptum Indian Reserve No. 10,  
in the Province of British Columbia, as shown on Plan of  
Survey No. 75750 deposited in the Canada Lands Survey  
Records, Ottawa Ontario (the “Lands”);
- C. The Lands are in the lawful possession of Millie and Henry Jack and were leased for their benefit;
- D. The Lease provides that the Lessee shall not sublease, assign or mortgage its interest in the Lands, or any part thereof, without having first obtained the prior written consent of the Minister, as represented by Westbank;
- E. The Lessee has requested the consent of the Minister to the issuing of the assignment of the Lease;

**BE IT HEREBY RESOLVED AND AGREED THAT** we hereby approve and consent to the Assignment of Lease registration number 223290 dated the 6<sup>th</sup> day of January, 1999 from 471496 B.C. Ltd., to Royal Heights Properties Inc.

A quorum for the Westbank First Nation Council is three (3) members.

  
\_\_\_\_\_  
Chief Ronald M. Derrickson

\_\_\_\_\_  
Councillor Chad Paul

  
\_\_\_\_\_  
Councillor Wayne Eli

  
\_\_\_\_\_  
Councillor Tina Alexander

  
\_\_\_\_\_  
Councillor Mike DeGuevara

