



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: *[Signature]*
Date: *April 20, 2017*

GENERAL INSTRUMENT - PART 1

(This area for Westbank Lands Office use)

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

THOMAS BUTLER LTD
Landmark Square II
#700 - 1708 Dolphin Avenue
Kelowna, BC V1Y 9S4

[Signature: Lucy Stephens]
Signature of Applicant, Applicant's Solicitor or Agent

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

Lots 346 and 347 in the Tsinstikeptum Indian Reserve No. 9 Province of British Columbia as shown on Plan of Survey No. 87445 deposited in the Canada Lands Surveys records at Ottawa

3. NATURE OF INTEREST: DESCRIPTION DOCUMENT REFERENCE (page and paragraph) PERSON ENTITLED TO INTEREST

LEASE #308801

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

- Lease
- Sublease
- Assignment of Lease
- Assignment of Sublease
- Agreement for Sale
- Assignment of Mortgage
- Discharge of Mortgage
- Permit
- Licence
- Easement
- Release

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):
CARRINGTON ROAD HOLDINGS LTD. (Inc. No. 661521), 15080 North Bluff Road, White Rock, B.C., V4B 5C1

6. TRANSFEREE(S): including occupation(s), postal address(es) and postal code(s)
SONOMA PINES MULTI FAMILY MANAGEMENT LTD., (Inc. No. BC0855224)
700-1708 Dolphin Avenue, Kelowna, B.C. V1Y 9S4

7. ADDITIONAL OR MODIFIED TERMS: N/A

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.

Officer Signature(s)

[Signature: Lucy Stephens]

LUCY STEPHENS
700-1708 Dolphin Avenue
Kelowna, B.C. V1Y 9S4
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
Commission Expires: Mar 31, 2019

EXECUTION DATE

Y	M	D
2016	05	17

Party(ies) Signature(s)

CARRINGTON ROAD HOLDINGS LTD.
By its authorized signatory:

[Signature: Kelly A. Cairns]
Kelly A. Cairns

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

EXECUTIONS CONTINUED

Page 2

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

KELLY A. CAIRNS
THOMAS BUTLER LLP
BARRISTER & SOLICITOR
700-1708 Doipnin Avenue
Kelowna, BC V1Y 9S4
Phone: 250-763-0200

Y	M	D
2016	05	17


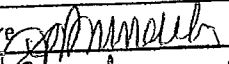
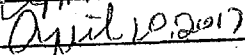
SONOMA PINES MULTI
FAMILY MANAGEMENT LTD.
BY ITS AUTHORIZED
SIGNATORY:

Adrian Block, Director:

Name & Position:

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.

SIGNED BY THE WESTBANK FIRST NATION DIRECTOR OF LANDS PURSUANT TO THE WESTBANK FIRST NATION LAND RULES	
	Signature 
	Date 



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 3 of 6 Pages

ASSIGNMENT OF HEADLEASE

This Agreement, made effective as of May 17, 2016, is

BETWEEN:

CARRINGTON ROAD HOLDINGS LTD., a company incorporated under the laws of British Columbia, with a registered and records office at 700 – 1708 Dolphin Avenue, Kelowna, British Columbia, V1Y 9S4

(the “Assignor”)

AND:

SONOMA PINES MULTI FAMILY MANAGEMENT LTD., a company incorporated under the laws of British Columbia, with a registered and records office at 700-1708 Dolphin Avenue, Kelowna, BC, V1Y 9S4

(the “Assignee”)

WHEREAS:

- A. At the request and with the consent of the Westbank First Nation (the “Band”), Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (the “Assignor”) granted to CARRINGTON ROAD HOLDINGS LTD. a lease respecting lands situate on the Tsinstikeptum Indian Reserve No. 9 in the Province of British Columbia, more particularly described as:

LOTS 346 AND 347 in the Tsinstikeptum Indian Reserve No. 9, Province of British Columbia as shown on CLSR PLAN 87445, deposited in the Canada Lands Surveys records at Ottawa, Ontario (the “Lands”)

which lease was consented to by the Minister and registered at the Indian Land Registry System (the “ILRS”) at Ottawa, Ontario (now the Westbank Lands Register) on the 23rd day of May, 2003 under No. 308801 (the “Headlease”) for a term of 99 years.

- B. The Parliament of the Government of Canada has enacted the Westbank First Nation Self Government Act, 52-53 Elizabeth II, 2004;
- C. Pursuant to the Westbank First Nation Self Government Agreement, Westbank (as defined below) has enacted the Westbank First Nation Constitution (the “Constitution”), which includes Part XI Land Rules setting out the principles, rules and administrative structures pursuant to which Westbank has assumed all land management powers of Her Majesty and now exercises authority and jurisdiction over Westbank Lands;



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 4 of 6 Pages

- D. Dealings with Westbank Lands are recorded in the Westbank Lands Register in Ottawa, Ontario;
- E. The Assignor has completed its development of a residential community on the Lands known as Sonoma Pines and the Lands are now solely comprised of the common roads, common areas and common facilities of Sonoma Pines;
- F. The Assignor now wishes to transfer ownership and control over the Lands to the residents of Sonoma Pines, as provided by articles 6.1 and 6.7 of the Headlease, by assigning all its right, title and interest in and to the Headlease to the Assignee and the Assignee has agreed to accept the assignment of the Headlease;
- G. Pursuant to section 6.1 of the Headlease, no assignment of the Headlease is valid unless the Assignor (now the Band since the enactment of the Constitution) has provided prior written consent to such assignment; and
- H. The Lands are in the lawful possession of Ronald Michael Derrickson and Archie Kelly Derrickson who have consented to this assignment of the Headlease as evidenced by their acknowledgement of having received full payment of rents for the Headlease, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the covenants and consent in this Agreement, the parties agree as follows:

1. Assignment

- 1.1 As and from the date of this Agreement, the Assignor hereby grants, assigns, transfers and sets over absolutely and unconditionally to the Assignee all of the Assignor's right, title and interest both at law and in equity in and to the Lands, the Headlease, and the unexpired residue of the term thereof and any rights of renewal contained therein and all other benefits and advantages to be derived therefrom.
- 1.2 The Assignor represents and warrants to the Assignee that:
 - a. subject to receipt of the Band's consent, the Assignor has full right and authority to assign its interest in the Lands and Headlease;
 - b. the Assignor's interest in the Lands and the Headlease is free and clear of all liens, charges, encumbrances and judgments of any nature or kind whatsoever;
 - c. the Headlease is good, valid and subsisting and the Assignor has observed and performed each and every covenant, agreement and obligation of the Assignor therein required to be observed or performed by it; and
 - d. the Headlease has not previously been terminated, amended or assigned, other than the subleases made for the purposes of the residential community of Sonoma Pines.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 5 of 6 Pages

1.3 As and from the date of this Agreement, the Assignee assumes and agrees to observe, perform, be bound by and be liable under, as an obligation of the Assignee, each and every covenant, agreement and obligation of the Assignor under the Headlease required to be observed or performed on or after the date of this Agreement.

1.4 The Assignor will indemnify, defend and save harmless the Assignee from and against any and all actions, suits, losses, damages and expenses for or on account of the non-observance or non-performance of any of the covenants, agreements or obligations contained in the Lease arising prior to the date of this Agreement or which the Assignee may suffer or incur or be put to by reason of any of the warranties or representations set forth in section 1.2 being untrue or incorrect, and the Assignee will indemnify, defend and save harmless the Assignor from and against any and all actions, suits, losses, damages and expenses for or on account of the non-observance or non performance of any of the covenants, agreements or obligations contained in the Lease arising on or after the date of this Agreement.

2. Covenants of the Assignee

2.1 The Assignee covenants with the Assignor to:

2.1.1 Observe and perform all the terms to be observed or performed by the Assignor in the Headlease; and

2.1.2 The Headlease will survive the execution of this Agreement and not merge in this Agreement

2.2 The Assignee has inspected the Lands as defined in the Headlease and accepts the Lands as is and confirms that the Assignor has made no representations as to the terms of the Headlease, the condition of the Lands or the suitability of the Lands for any particular use.

2.3 The Assignee hereby makes the same representations and warranties to the Assignor that the Assignor made in the Headlease.

3. General

3.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors, representatives, and assigns.

IN WITNESS WHEREOF the parties have executed the annexed Westbank Lands Register Form No. WFN-02 General Instrument – Part 1, which forms part of this Agreement.



WESTBANK FIRST NATION

Westbank Lands Register
Form No. WFN-06

SCHEDULE

Page 6 of 6 Pages

ACKNOWLEDGEMENT

TO: Westbank First Nation
201 - 515 S. Highway 97
Kelowna, BC V1Z 3J2

Attention: Lynn Vanderburg, Director of Lands

AND TO: Carrington Road Holdings Ltd.
c/o Thomas Butler LLP
700 - 1708 Dolphin Ave.
Kelowna, BC V1Y 9S4

RE: **Lands: Lots 346 and 347, TIR No. 9, CLSR Plan 87445**
Lease: Lease for the Lands dated May 5, 2003 registered at the Indian Land Registry, Ottawa, May 23, 2003 under number 308801 made between Her Majesty the Queen in Right of Canada as Lessor and Carrington Road Holdings Ltd. as Lessee

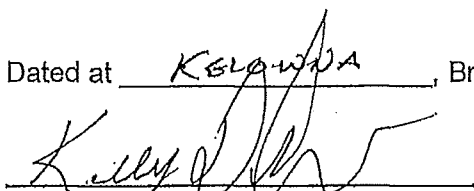
The undersigned, as lawful possessors of the Lands and Landholder as defined in the Lease, hereby acknowledge that Rent for the Term as defined in the Lease has been paid in full by Carrington Road Holdings Ltd.

Dated at KELOWNA, British Columbia this 1st day of March, 2017.



RONALD MICHAEL DERRICKSON

Dated at KELOWNA, British Columbia this 7th day of March, 2017.



ARCHIE KELLY DERICKSON

