



CONSENT TO
SUB-LEASE

Lease No.: 242088

File No.: 0356286

Disposition No.: 893721

Her Majesty the Queen in Right of the Province of British Columbia as represented by the minister responsible for the *Land Act* (the "Province") leased the use of the following described land to the **Town of Gibsons** (the "Lessee") by way of a lease dated for reference March 1, 2012 (the "Lease"), for the purpose of maintaining and operating a commercial marina:

**District Lot 6093, Group 1, New Westminster District,
containing 3.874 hectares (the "Land")**

In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease dated for reference May 1, 2014 to **Gibsons Marina Hotel Inc.**, (Inc. No. BC0268575), (the "Sub-Lessee").

The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Sub-Lessee must use the Land only for the purpose stated in 2.1 of Lease No. 242088;
2. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease; and
3. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect.

The Province's consent to Sub-Lease is given on June 24, 2014 and will expire on February 27, 2042.


Authorized Signatory

Consent Cancelled
May 15/15
MA

CONSENT TO SUB-LEASE

Lease No.: 242098

File No.: 0356286

Disposition No.: 893721

Her Majesty the Queen in Right of the Province of British Columbia as represented by the minister responsible for the *Land Act* (the "Province") leased the use of the following described land to the **TOWN OF GIBSONS** (the "Lessee") by way of a lease dated for reference March 1, 2012 (the "Lease") for the purpose of maintaining and operating a commercial marina:

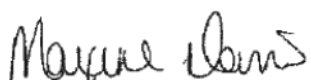
**DISTRICT LOT 6093, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 3.874 HECTARES** (the "Land")

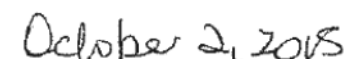
In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease dated May 15, 2015 to **MARINA HOTEL HOLDINGS LTD.** (Inc. No. BC1028963) (the "Sub-Lessee").

The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease;
2. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect;
3. The Sub-lease consent granted between the Lessee and Gibsons Marina Hotel Inc. is hereby cancelled; and
4. The provisions of Article 4.1(f) in the Lease regarding the right of riparian access of any person remain in full force and effect. Riparian access for adjacent upland owners must be maintained through the term of the Lease.

The Province's consent to sub-lease is hereby given effective May 15, 2015. This consent will expire on February 27, 2042 or such earlier date as requested by the Lessee or as provided for in the Lease.


Authorized Signatory


Date Signed



File: 0356286

October 2, 2015

Emanuel Machado
Town of Gibsons
PO Box 340
Gibsons, BC V0N 1V0

Dear Emanuel Machado:

Re: Corrected Consent to Sub-lease for Lease No. 242098 covering district Lot 6093, Group 1, New Westminster District, containing 3.874 hectares

Enclosed herewith is a corrected sub-lease agreement between the Town of Gibsons and Marina Hotel Holdings Ltd. (the 'sub-tenants')

It came to our attention that the Consent to Sub-lease sent to you in May of this year contained an administrative error. The last paragraph of the Consent to Sub-Lease that was sent to you in May stated *"The Province's consent to mortgage hereby given....."* the word mortgage was an error as the document is for a Consent to Sub-lease not a mortgage and as such the last paragraph should have stated *"The Province's consent to sub-lease is hereby given...."*

The error has been corrected. Please replace the Consent to Sub-lease sent to you in May with the attached Consent to sub-lease dated October 2, 2015.

The sub-lease consent forms an integral part of your Lease document and must be attached thereto.

If you have any questions, please do not hesitate to contact me at (604) 586-4411 or by e-mail to Maxine.Davie@gov.bc.ca.

Yours truly,

Maxine Davie
Senior Portfolio Administrator

Attachment

CONSENT TO SUB-LEASE

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**DISTRICT LOT 6093, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 3.874 HECTARES** (the "Land")

In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease dated May 15, 2015 to **MARINA HOTEL HOLDINGS LTD.** (Inc. No. BC1028963) (the "Sub-Lessee").

The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease; and
2. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect.
3. The Sub-lease granted between the Lessee and Gibsons Marina Hotel Inc. is hereby cancelled.
4. The provisions of Article 4.1(f) in the Lease regarding the right of riparian access of any person remains in full force and effect. Riparian access for adjacent upland owners must be maintained throughout the term of the Lease.

The Province's consent to mortgage given on May 15, 2015 and will expire on February 27, 2042 or an earlier date as requested by the Lessee.



Authorized Signatory