

ENDORSEMENT SCHEDULE

Date of Endorsement: August 6<sup>th</sup>, 2010

1. Assigned unto Haisla Trust Society (Society No. S-0049835), consented to August 6<sup>th</sup>, 2010.

End of Endorsement

  
Authorized Representative



**ASSIGNMENT/ASSUMPTION**

Licence. No.: 740797

File No.: 6407545

Disposition No.: 839248

THIS AGREEMENT is dated for reference July 20th, 2010.

**BETWEEN:**

LARRY LEROY MELIN  
BERNICE ANNE MELIN  
s.22

AS JOINT TENANTS

OF THE FIRST PART

(herein the "Assignor")

**AND:**

HAISLA TRUST SOCIETY (SOCIETY NO. S-0049835)  
PO BOX 1101  
HAISLA BC V0T 2B0

OF THE SECOND PART

(herein the "Assignee")

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

**WITNESS THAT WHEREAS:**

The Assignor and the Province entered into a licence agreement dated September 30th, 2004 (herein called the "Document") over those lands more particularly known and described as:

THAT PART OF DISTRICT LOT 1070, RANGE 5, COAST DISTRICT,  
CONTAINING 0.8 HECTARES, MORE OR LESS

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

**ARTICLE I - ASSIGNMENT**

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

**ARTICLE II - ASSUMPTION**

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

**ARTICLE III - CONSENT**

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

**ARTICLE IV - WARRANTIES AND REPRESENTATIONS**

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is incorporated or registered under the *Society Act* and has legal capacity to acquire land.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;

- (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

#### **ARTICLE V - NOTICE**

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

#### **ARTICLE VI - MISCELLANEOUS**

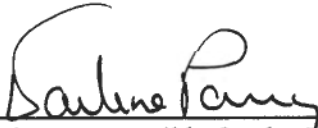
- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the

remaining parts shall be enforceable to the fullest extent permitted by law.

6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

**SIGNED on behalf of HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative



Minister responsible for the *Land Act*  
or the minister's authorized representative

**SIGNED BY  
LARRY LEROY MELIN**



Assignor

**SIGNED BY  
BERNICE ANNE MELIN**



Assignor

Licence. No.: 740797

File No.: 6407545

Disposition No.: 839248

SIGNED on behalf of HAISLA TRUST SOCIETY  
by a duly authorized signatory



Authorized Signatory



Licence No.:

740797

File No.: 6407545

Disposition No.: 839248

THIS AGREEMENT is dated for reference September 30, 2004 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**LARRY LEROY MELIN  
BERNICE ANNE MELIN**, as Joint Tenants  
s.22

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

**"Agreement"** means this licence of occupation;

**"Commencement Date"** means September 30, 2004;

**"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation;

**"Fees"** means the fees set out in Article 3;

**"Improvements"** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

●  
“**Land**” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

THAT PART OF DISTRICT LOT 1070, RANGE 5, COAST DISTRICT,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

“**Management Plan**” means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

“**Realty Taxes**” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“**Security**” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“**Term**” means the period of time set out in section 2.2;

“**we**”, “**us**” or “**our**” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as “**the parties**”; and

“**you**” or “**your**” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.



- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for the purpose of constructing, operating and maintaining a private moorage facility, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

3.1 The Fee for the Term is \$400.00, the receipt of which we acknowledge.

#### ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as permitted in the Management Plan and, despite the Management Plan, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our

- favour, by which that person allows us to curtail his or her riparian right of access over the Land;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
  - (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
  - (j) not cut or remove timber on or from the Land without
    - (i) our prior written consent, and
    - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
  - (k) not interfere with public access over the Land;
  - (l) not interrupt passage by the public on foot, over the intertidal portion of the Land;
  - (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
  - (n) not store logs on the Land;
  - (o) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
  - (p) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
    - (i) your breach, violation or nonperformance of a provision of this Agreement, and
    - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or

occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (q) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to

- (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
- (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(p), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);

- (i) you will not dredge or displace beach materials on the Land without our prior written consent;
- (j) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
- (k) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (l) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term, a Homeowner's Package Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$2,000,000.00 per occurrence, with an extension insuring against liability for bodily injury and property damage arising from occurrences on the Land or the Improvements, including private moorage;
- (b) provide us with evidence of all insurance required to be maintained by you under this Agreement;
- (c) deliver to us immediately, if requested by us, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us evidence of all insurance to be maintained by you under this

Agreement.

## ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

## ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot A of District Lot 101, Range 5, Coast District, Plan 7284;
  - (d) if you



- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

**ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Prince George, British Columbia, and if we or our authorized representative have no office in Prince George, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Prince George, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

Land and Water British Columbia Inc.  
455-1011 4th Ave  
Prince George, BC V2L 3H9;

to you

LARRY LEROY MELIN  
BERNICE ANNE MELIN  
s.22

or at such other address as a party may, from time to time, direct in writing, and any such notice

will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the

nature of the delay and an estimated time frame for the performance of your obligation;  
and

- (b) you diligently attempt to remove the delay.

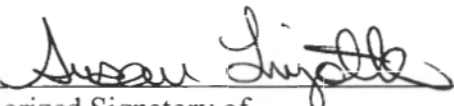
11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA** by  
Land and Water British Columbia Inc.,  
authorized representative of the  
minister responsible for the *Land Act*

  
\_\_\_\_\_  
Authorized Signatory of  
Land and Water British Columbia Inc.

SIGNED BY

A handwritten signature in cursive script, appearing to read "Larry Melin", written over a horizontal line.

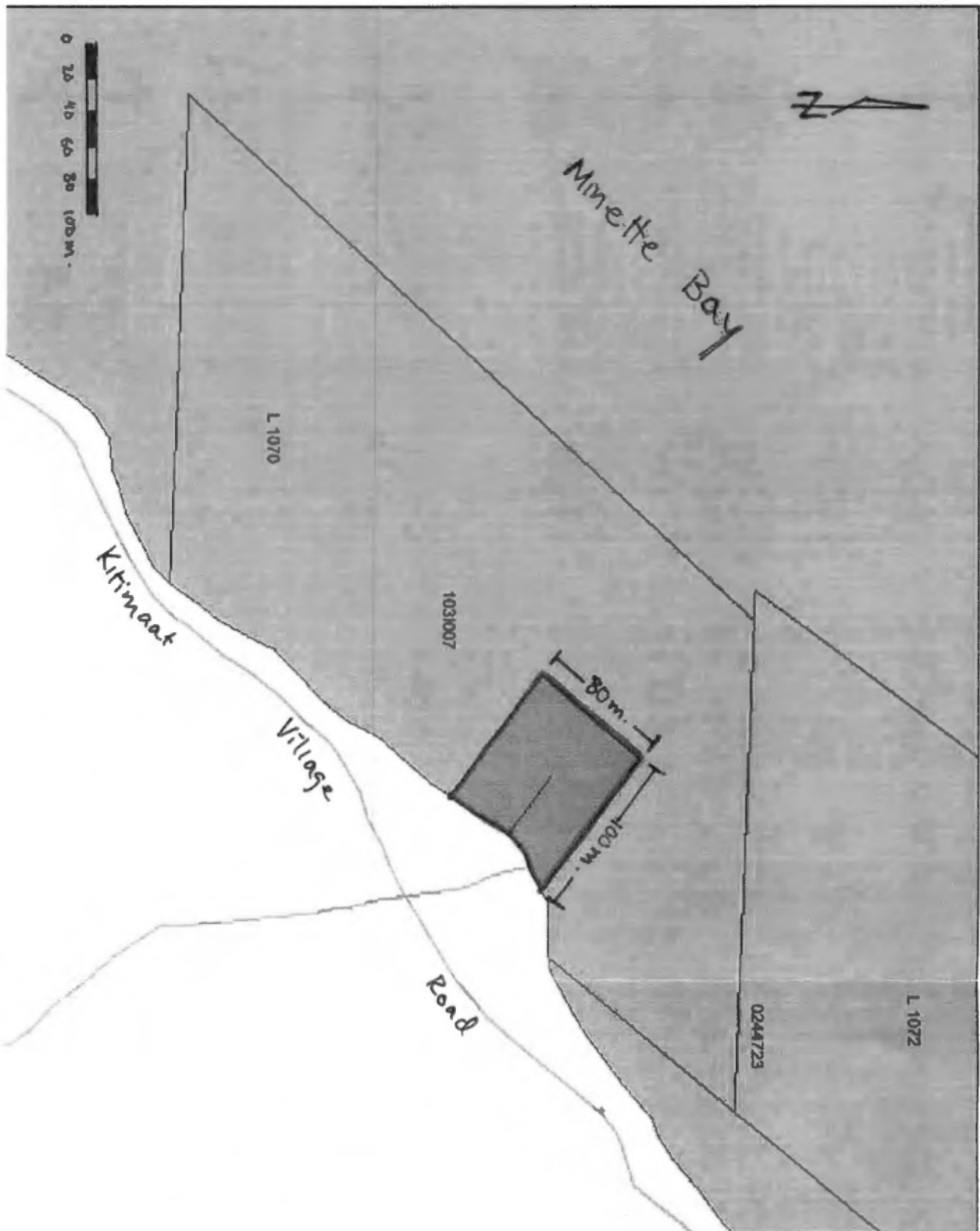
LARRY LEROY MELIN

A handwritten signature in cursive script, appearing to read "Bernice Melin", written over a horizontal line.

BERNICE ANNE MELIN

LEGAL DESCRIPTION SCHEDULE

THAT PART OF DISTRICT LOT 1070, RANGE 5, COAST DISTRICT.





## SPECIFIC PERMISSION FOR PRIVATE MOORAGE

Permission No.: SK910873

File No.: 6407545

Disposition No.: 910873

THIS PERMISSION is dated for reference September 30, 2014 and is made under the *Land Act*.

### BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

### AND:

**HAISLA TRUST SOCIETY** (Inc. No. S-0049835)  
PO Box 1101  
Haisla, BC V0T 2B0

(the "Owner")

### WHEREAS:

- A. The Province has responsibility for the management of Crown land, including foreshore land and most submerged land;
- B. The Minister has the authority under section 11 of the *Land Act* to authorize the use of Crown land on terms and conditions which the Minister considers appropriate;
- C. The Minister wishes to provide a specific permission for the use of Crown land covered by water in British Columbia for Private Moorage Facility (as herein defined) purposes.

ACCORDINGLY, the Minister grants and the Owner accepts a specific permission for the construction and use of a Private Moorage Facility (as herein defined) on the following terms and conditions.

### ARTICLE 1 - DEFINITIONS

1.1 In this document,

**“Improvements”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**“Land”** means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Permission entitled “Legal Description Schedule”:

THAT PART OF DISTRICT LOT 1070, RANGE 5, COAST DISTRICT, CONTAINING 0.8 HECTARES, MORE OR LESS,

except for those parts of the land that consist of highways (as defined in the *Transportation Act*) and subject to any changes to the area or boundaries of the Land that may be made from time to time in accordance with the terms of this Permission;

**“Minister”** means the minister responsible for the *Land Act*;

**“Management Plan”** means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

**“Permission”** means the Minister’s permission as recorded in this document;

**“Private Moorage Facility”** means a structure used for the purpose of mooring boats and for providing pedestrian access to and from the moored boats, and can consist of a single dock, wharf, or pier (including walkway ramp) that is permanently affixed to aquatic Crown land, and any ancillary structures such as a boat lift and anchor lines. It is for the personal and private use by one or a number of individuals or a family unit for boat moorage;

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Upland Property”** means the parcel of non-aquatic land, being either privately owned or leased Crown land, which has riparian rights to the point at which the Private Moorage Facility is attached to land more particularly described as DISTRICT LOT 1070, RANGE 5 COAST DISTRICT;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province



and the Owner: that combination is referred to as **“the parties”**; and  
**“you”** or **“your”** refers to the Owner.

## ARTICLE 2 - CONDITIONS OF THIS PERMISSION

- 2.1 The rights granted in this Permission apply only under the following circumstances:
- (a) The Owner of the Private Moorage Facility is the owner of the Upland Property or is the holder of a Crown land lease for the Upland Property.
  - (b) This Private Moorage Facility will be the only Private Moorage Facility on the frontage of the Upland Property.
  - (c) Ownership of and liability for a Private Moorage Facility shall pass to and be binding upon your heirs, executors and assigns of the Owner.
  - (d) You must not assign, mortgage or transfer this Permission, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
  - (e) A Private Moorage Facility shall be and shall remain your property unless you transfer the rights and obligations in a signed agreement with another person approved by us as per subsection 2.1(d).
  - (f) There are no other laws, bylaws or local government zoning restrictions which prohibit the installation and use of the Private Moorage Facility.
  - (g) You understand that this Permission does not grant exclusive use and occupancy of the Land.

## ARTICLE 3 - SIZE

- 3.1 The Private Moorage Facility's size must be as set out in the Management Plan, and the Management Plan must disclose the length and width of the Private Moorage Facility, the height of any proposed structures, the length and width of any connecting walkways which will be placed on Crown land and any ancillary structures or Improvements which will be part of or used with the Private Moorage Facility.
- 3.2 No increase in any dimension of the Private Moorage Facility from the description in the Management Plan will be permitted unless you first obtain our written consent.

**ARTICLE 4 - CONSTRUCTION**

- 4.1 No fill may be used in the construction or structure of the Private Moorage Facility.
- 4.2 Riparian vegetation on Crown land shall not be unduly disturbed.
- 4.3 Do not use crib foundations or solid core structures made of cement or steel sheeting in Private Moorage Facility construction.
- 4.4 Do not cut or remove timber on or from the Land without prior written consent and, being granted the right under the *Forest Act* to harvest Crown timber on the Land.

**ARTICLE 5 - USE**

- 5.1 The Private Moorage Facility shall be used for private, non-commercial moorage purposes only and the Owner of the Private Moorage Facility must not make the Private Moorage Facility available to others for a fee.
- 5.2 Do not moor or secure any boat or structure to the Private Moorage Facility for use as a live-aboard facility, whether permanent or temporary.

**ARTICLE 6 - OTHER COVENANTS**

- 6.1 You must
  - (a) pay, when due,
    - (i) the Realty Taxes, and
    - (ii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
  - (b) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
  - (c) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
  - (d) observe, abide by and comply with

- (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority having jurisdiction in any way affecting your use or occupation of the Land or the Private Moorage Facility, and with
- (ii) the provisions of this Permission;
- (e) ensure that the Private Moorage Facility does not interfere with public access over land;
- (f) keep the Private Moorage Facility and the Land in a safe, clean and sanitary condition;
- (g) not commit any willful or voluntary waste, spoil or destruction on the Land, except for the lawful discharge of wastes and emissions, or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land provided that, for the purposes of your covenant in this subsection, the lawful construction and operation and maintenance of the Private Moorage Facility allowed under this Permission will be deemed not to be a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (h) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (i) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (j) not store logs on the Land;
- (k) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*; and
- (l) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, you will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land under this Permission to sale or forfeiture.

## ARTICLE 7 - TERMINATION OF PERMISSION

- 7.1 There is no term or predetermined end date for this Permission, and your responsibilities and duties under this Permission will continue until either we or you revokes or otherwise terminates the Permission.

- 7.2 We may revoke this Permission for the Private Moorage Facility at any time in our sole discretion without incurring any liability to you whatsoever and you must remove all parts of the Private Moorage Facility from the Land within a specified number of days as determined by us, leaving the Land in a safe, clean and sanitary condition.
- 7.3 If we revoke or terminate this Permission for any reason whatsoever, you shall have no right of compensation.
- 7.4 When you remove the Private Moorage Facility you must leave the Land in a safe, clean and sanitary condition acceptable by us. If you do not do so, we may clean and remediate the Land (including, if necessary, the removal of the Private Moorage Facility) and you will be responsible for the full cost of such cleaning and remediation.
- 7.5 If this Permission is terminated, all existing duties and responsibilities of yourself, your heirs, successors or assigns under this Permission will continue beyond the date of its termination.

## ARTICLE 8 - OTHER DISPOSITIONS

8.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Permission, this Permission is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired, under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act* and *Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist when this Permission takes effect and may be granted or acquired after this Permission takes effect and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist when this Permission takes effect; after this Permission takes effect we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Permission with regard to the amendment of the Management Plan; subject to this you acknowledge your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;

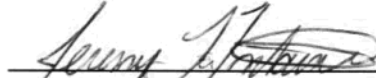
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Permission and the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Permission does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b);
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Permission as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c).

#### ARTICLE 9 - LIABILITY AND INDEMNITY


- 9.1 You assume all responsibility and liability associated with the Private Moorage Facility and agree to indemnify us for any loss or expense incurred by us as a result of the existence or use of the Land or Private Moorage Facility by any person, including, without limitation,
- (a) any conflict between the existence or use of the Private Moorage Facility and the land use or riparian rights of any person;
  - (b) your breach or non-performance of any part of this Permission; and
  - (c) any personal injury (including death) or property damage caused in any way, wholly or partly, by the Private Moorage Facility or by your use of the Land.
- 9.2 Without limiting your obligations or liabilities under this Permission at your expense, effect and keep in force during the Term, a Homeowner's Insurance Policy or other personal lines residential insurance policy, including Comprehensive Personal Liability in an amount of not less than \$2,000,000 per occurrence.
- 9.3 You must make your insurer aware of this Permission within 30 days of signing this Permission.

The parties have executed this Permission as of the date of reference of this Permission.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

  
Minister responsible for the *Land Act*  
or the minister's authorized representative

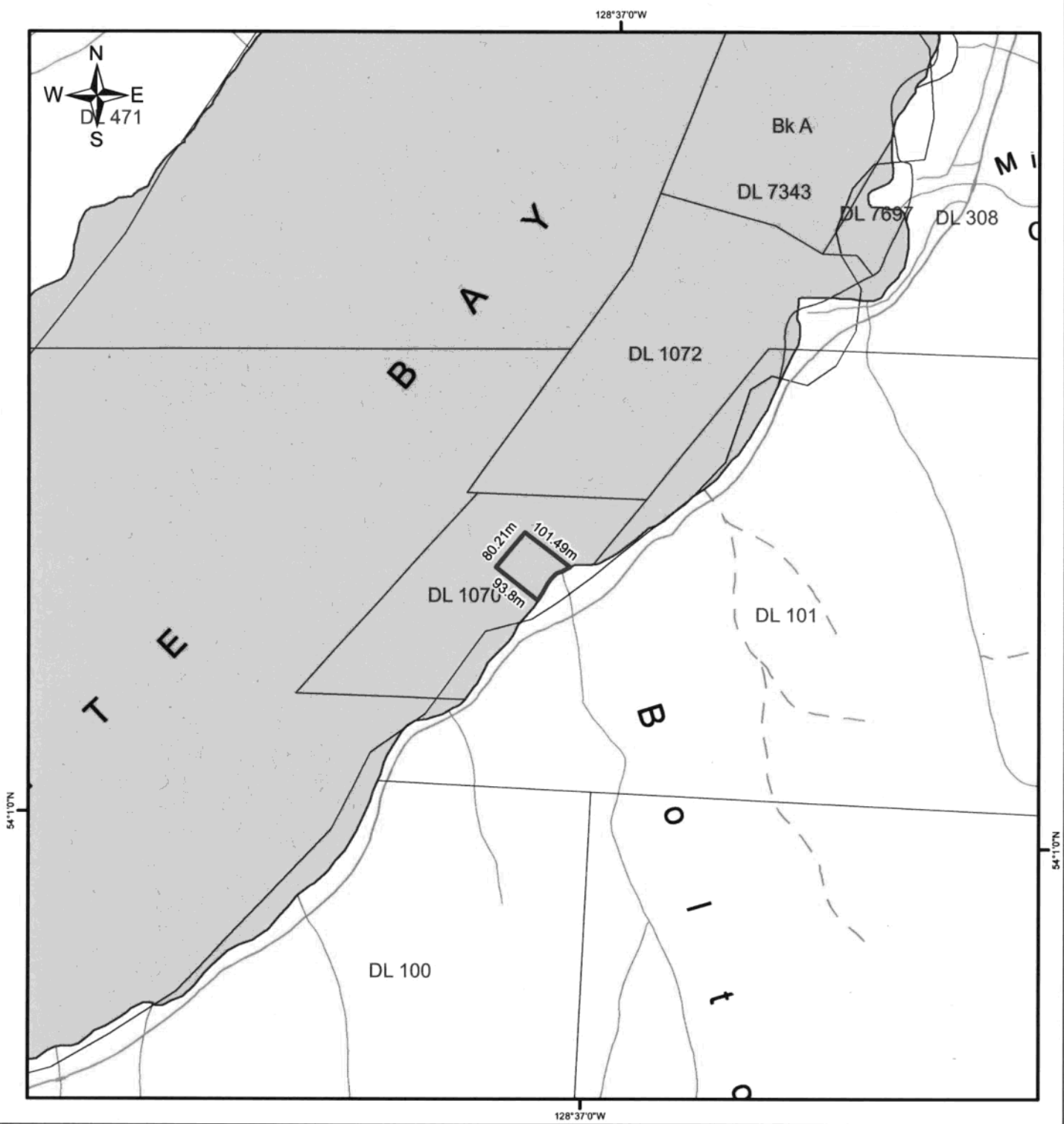
SIGNED on behalf of **HAISLA TRUST SOCIETY**  
by a duly authorized signatory

  
Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: THAT PART OF DISTRICT LOT 1070, RANGE 5, COAST DISTRICT,  
CONTAINING 0.8 HECTARES, MORE OR LESS.

(See Attached Map – Page 10 of 10)



Scale: 1:10,000  
Purpose: RESIDENTIAL  
Subpurpose: PRIVATE MOORAGE  
Type: LICENCE  
Subtype: LICENCE OF OCCUPATION

**Legend**

- Tenure Area
- Indian Reserves
- Parks & Protected Areas

**Document Map**

BRITISH COLUMBIA