

1997 CROWN GRANT FILE

**Please Keep This Page
On Top Of File**



WITH THE AGRICULTURAL LAND RESERVE

Our File: 8000654

Occupations: Self-Employed; Retired

Albert Lyle Cota and
Laura Marie Cota
s.22

Dear Albert and Laura Cota:

As of the date identified below, the Crown Grant described below has been forwarded to the Registrar, Land Title Office, Ministry of Attorney General, 401 - 299 Victoria Street, Prince George, British Columbia V2L 5B8 for registration.

By producing a copy of this letter, by mail or in person, the Land Title Office noted above will be authorized to furnish you with a State of Title Certificate supplied free of charge. Where the grantee requires a duplicate Certificate of Title, consult the reverse of this letter for a statement of the appropriate terms and conditions.

Crown Grant No.: 5352/1324

Crown Grant Date: August 14, 1997

Grantee(s): ALBERT LYLE COTA AND LAURA MARIE COTA, AS JOINT TENANTS

Description: Block B of District Lot 1092, Peace River District

Purchase Price: \$13,657.00 (Does not include GST or PTT)

Location: West of Hudson Hope


Containing 70.7600 hectares

Assessment District: Peace River

PIN: 010029631

N.T.S.: 094A04D

B.C.G.S.: R094A001

 Warren Tipper
Crown Grant Coordinator
Registry Management Section
Telephone No. (250) 952-5045



WT:pm
bcgeu

Ministry of
Environment,
Lands and Parks

Crown Land
Registry Services
Office of the
Surveyor General

Mailing Address:
PO Box 9375 Stn Prov Govt
Victoria BC V8W 9M5
Telephone: (250) 387-4461
Facsimile: (250) 387-1830

Location:
3400 Davidson Ave
Victoria BC

cc: British Columbia Assessment Authority, Peace River
Land and Water Management, Omineca-Peace Region,
Environment and Lands Regions Division, Fort St. John, British Columbia
Land Title Office, Prince George
Timber Marks, Resource Tenures and Engineering Branch, Ministry of Forests

Section 173(1) of the *Land Title Act* also contains provision for issuance of a duplicate Certificate of Title (which is an original document) by the Registrar on the request of the owner in certain cases. Section 173(1) reads as follows:

"On every registration of title in fee-simple, the Registrar shall issue a certificate of title in the prescribed form, which the Registrar shall keep in the register and may at any time on application in writing of the owner in fee-simple named in the certificate of title, issue a true copy of the certificate of title to be known as the "duplicate certificate of title" where the title to the land is not subject to a registered mortgage or agreement for sale".

Page 04 of 33

Withheld pursuant to/removed as

s.3

File No: 8000654
Doc No : J1970712
CG No : 5352/1324
OIC No :

B.C. LANDS
Application for Crown Grant

Title: FROM LEASE-PURCHASE OPTION dated 14 AUGUST 1997

Name(s) of Grantee:

COTA, ALBERT LYLE, SELF EMPLOYED, 00/00 interest
s.22

and

COTA, LAURA MARIE, RETIRED, 00/00 interest
s.22

S

Region: PEACE
Consideration: \$13,657
Owing: \$0
Area(ha): 70.7600

LTO Title Regn No:
Value: \$0
Completion Date:
Location: WOFHUDSONHOPE

PIN: 010029631 -----
LTO: LANDS Land District: Peace River District

SPI Plans: 33TU1300
Assessment Area: PEACE RIVER
NTS 1-7: 094A04D
NTS 8-14:
NTS 15-21:
BCGS 1-7: R094A001
BCGS 8-14:
BCGS 15-21:
Legal: BK B
DL 1092 Peace River District LD

ALR: YES

Alternate legal (if necessary):

File No: 8000654
Doc No : J1970712
CG No : 5352/1324
OIC No :

B.C. LANDS
Application for Crown Grant

Title: FROM LEASE-PURCHASE OPTION dated 14 AUGUST 1997

-- Covenants -----
No. Code Detail
01 01 00
02 03 00
03 08 00
04 15 00
05 16 01 228 CUBIC METRES-CONIFEROUS ---- 1,320 CUBIC METRES-DECIDUOU
06 30 00
07 32 00

-- Conflicts -----

Draughter _____ Date _____

-- Remarks -----

Passed by _____ Approved by _____ Date _____

purchase

File No: 8000654
Doc No: J1970712
CG No: PENDING
OIC No:

B.C. LANDS
Application for Crown Grant

Title: FROM LEASE-PURCHASE OPTION dated 30 JULY 1997

Name(s) of Grantee:

COTA, ALBERT LYLE, SELF EMPLOYED, 00/00 interest
s.22

and
COTA, LAURA MARIE, RETIRED, 00/00 interest
s.22

5352
1324

Region: PEACE
Consideration: \$13,657 *OD*
Owing: \$0
Area(ha): 70.7600 *ha. **

LTO Title Regn No:
Value: \$0
Completion Date:
Location: WOFHUDSONHOPE

PIN: 010029631

LTO: ~~LANDS~~ *PRINCE GEORGE*

Land District: Peace River District

SPI Plans: 33TU1300 ✓
Assessment Area: PEACE RIVER

ALR: YES

NTS 1-7: 094A04D

NTS 8-14:

NTS 15-21:

BCGS 1-7: R094A001

BCGS 8-14:

BCGS 15-21:

Legal: ~~BK-B~~

DL 1092 Peace River District LD

Alternate legal (if necessary):

BLOCK B of DISTRICT LOT 1092, PEACE RIVER DISTRICT

** AREA = 71.58.
LESS Road = 0.8169
REMAINDER = 70.76*

File No: 8000654
Doc No : J1970712
CG No : PENDING
OIC No :

B.C. LANDS
Application for Crown Grant

Title: FROM LEASE-PURCHASE OPTION dated 30 JULY 1997

-- Covenants -----
No. Code Detail
01 01 00
02 03 00
03 08 00
04 15 00
05 16 01 228 CUBIC METRES-CONIFEROUS ---- 1,320 CUBIC METRES-DECIDUOU
05 16 01 S
06 30 00
07 32 00

-- Conflicts -----
SURVEY completed SEPT. 24, 1985
SURVEY EVIDENCE REPORT Dated OCT. 7, 1996

Draughter B. Morton Date 97.07.28

-- Remarks -----

Passed by _____ Approved by [Signature] Date 97-8-14

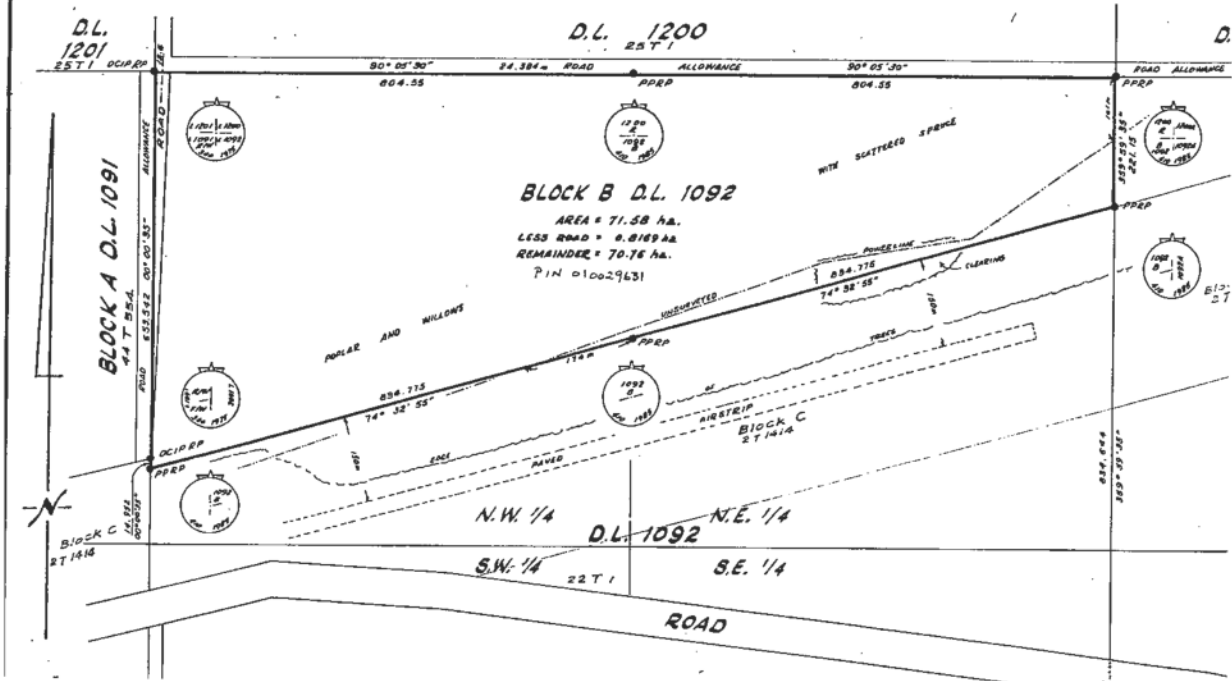
(B.C.G.S. 94 A.001)

Scale = 1:5000

CC
UNDER SE

Deputy
VICTORIA, B

THIS PLAN LIES WITHIN THE PEACE RIVER-LIARD REGIONAL DISTRICT.



MINISTRY OF ENVIRONMENT, LANDS AND PARKS

CROWN GRANT CHECKLIST

970712

TO: Crown Land Registry Services
Crown Grant Group
Victoria, BC

FROM: Peace Region

FILE NO: 8000654

DATE: July 10, 1997

Attention: Warren Tipper

Please proceed with Crown Grant of:

Block B of District Lot 1092, Peace River District

In the Name/Names of:

ALBERT LYLE COTA & LAURA MARIE COTA
as Joint Tenants


MINISTRY OF ENVIRONMENT
LANDS AND PARKS

JUL 14 1997

Crown Land Registry Services
and Office of the Surveyor General

The following documentation is enclosed:

- (✓) 1. (a) Letter of Commitment stamped paid in full.
- (✓) 2. (a) Original Statement(s) of Citizenship.
- (✓) 3. (a) Property Transfer Tax to be collected by Ministry of Finance upon completion of sale.
- (✓) 4. Copy of Status - conflicts resolved.
- () 5. Crown Grant subject to prior rights.
- () 6. Crown Grant subject to consolidation/binding. (Copy of Indefeasible Title attached).
- () 7. Copy of Mortgage Discharge attached.
- () 8. ALDA loan outstanding.
- () 9. Copy of Letter Probate or Letters of Administration certified by Court Registrar.
- (✓) 10. (a) Lease # 802050 cancelled in TAS.
(✓) (b) CLR Checked.
- (✓) 11. Survey Evidence Report plus Mr. Cotas Statutory Declaration re missing evidence.
- (✓) 12. Other Comments.
Timber Stumpage Payment Deferred.


Karen Bradshaw
Senior Examiner



Ministry of
Environment,
Lands and Parks

OMINECA-PEACE REGION
Environment & Lands Regions Division
400 - 10003 - 110th Avenue
Fort St. John, BC V1J 6N7
Telephone: (250) 787-3411
Facsimile: (250) 787-3219

GST Registration No. R107864738

Your contact is: Karen Bradshaw
Senior Examiner
787-3411

File: 8000654

April 30, 1997

OFFER OF CROWN GRANT

Albert Lyle Cota
Laura Marie Cota
s.22

Dear Mr. & Mrs. Cota:

We are pleased to offer you a Crown Grant over Block B of District Lot 1092, Peace River District; (the "Land") on the terms and conditions contained in this offer.

PRECONDITIONS OF CROWN GRANT

You can accept this offer by signing the attached acceptance page and returning it to our office. A Crown Grant will be issued to the Registrar of the appropriate Land Title office once you have met the preconditions listed below. The Registrar will then register a title to the Land in your name.

This offer will expire on June 30, 1997 unless you have returned the signed acceptance page by this date. As well, you must satisfy the following preconditions by this date:

1. FEES PAYABLE

You need to pay the following fees:

Purchase Price.....	\$13,657.00
Less Rental Credit.....	(\$ 2,732.00)
Less Cultivation Credit.....	(\$10,925.00)
	<u>\$ 0.00*</u>

* Pursuant to Section (10.07) of the Lease, the purchase price of the land will be the development costs as detailed below.

Development Costs.....	\$ 3,599.00
Crown Grant Fee.....	\$ 150.00
Occupational Rental	
(June 15, 1996 to April 30, 1997).....	\$ 598.40*
GST (7% X \$748.40).....	\$ 52.39
Timber Stumpage.....	\$ 5,374.79**

TOTAL.....	\$ 9,774.58
	=====

* Additional occupational rental at a rate of \$1.87 per day plus GST will be required from May 1, 1997 to the date that the purchase monies are received in this office.

** You may choose to defer the timber stumpage payment until such time as the timber is cut. Please refer to the attached Schedule "A" for your options. Please indicate your choice on the Schedule "A", sign it and return it to our office. Please note, stumpage rates are subject to change.

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

2. SURVEY

Prior to completion of your Crown Grant, all survey evidence must be in place. A field inspection has determined that there is missing survey evidence. A sketch showing where survey evidence was found is attached.

You need to submit to our office a letter from a registered BC Land Surveyor confirming that you have hired the Surveyor to prepare a reposting plan of the Land, at your expense. The survey is to be completed in accordance with the instructions of the Surveyor General.

3. PROPERTY TRANSFER TAX ACT

When Crown land is sold, tax under the Property Transfer Tax Act becomes due. This tax is based on the fair market value of the property, being the value of the land plus the value of any buildings and other improvements (and the timber) on the land, as of the date of the registration of the Crown Grant at the Land Title Office.

Calculation of the tax will be made by the Ministry of Finance and Corporate Relations after the sale has completed. If the Ministry of Environment, Lands and Parks will be registering the Crown Grant at the Land Title Office for you, the Income Taxation Branch of the Ministry of Finance and Corporate Relations will contact you after registration about completion of a tax return and payment of the tax, or alternately, about your claim for

tax exemption. If your lawyer will be registering the Crown Grant at the Land Title Office for you, you will have to file a tax return at that time.

For more information about this tax, please contact Louise Ford at the Income Taxation Branch, Ministry of Finance and Corporate Relations at 387-5603.

4. STATEMENT OF CITIZENSHIP

You need to submit to our office a completed, signed and duly witnessed Statement of Citizenship in the form attached, as required under Section 151 of the Land Title Act.

REMINDER: This offer expires if you do not satisfy the above preconditions by June 30, 1997 or within the time period specified in the precondition.

AGREEMENT TO FURTHER TERMS

1. By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person;
- (b) This offer and the Crown Grant do not guarantee that:
 - (i) the Land can be built on,
 - (ii) there is access to it,
 - (iii) it is not susceptible to flooding or erosion;
- (c) This offer shall survive the signing and issuance of the Crown Grant but that if there is any contradiction between the terms of the offer and the Crown Grant, the Crown Grant shall prevail;
- (d) In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Crown Grant is signed by the Crown.
- (e) Time is of the essence in this offer.

2. By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition;
- (b) You have knowledge of all municipal and regional district bylaws regulating the use and development of the Land;
- (c) You are a Canadian citizen or permanent resident of Canada and are 19 years of age or older.
- (d) You are aware of the need to obtain a License to Cut from the Ministry of Forests before harvesting, clearing, cutting, burning, or selling ANY merchantable or non-merchantable timber that is present on the Land.

3. PRIOR INTERESTS

This transfer of the Land will be subject to:

- (a) Any conditional or final water license or substituted water license issued or given under the Water Act or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the license at the date of the Crown Grant.
- (b) All subsisting grants to, or subsisting rights of any person made or acquired under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect.

(c) **EXCEPTIONS AND RESERVATIONS**

The Crown Grant transferring the Land to you will:

- (i) Except and reserve to the Province, its successors and assigns, the interests, rights, privileges and titles referred to in Section 50 of the Land Act.
- (ii) Except and reserve to the Province or any person authorized by the Province, 1,320 cubic meters of merchantable deciduous timber and 228 cubic meters of merchantable coniferous timber on the Land as of the date of the Crown Grant.


ADDITIONAL INFORMATION

Please return your original lease document #802050 to this office.

FREEDOM OF INFORMATION

Personal information is collected by the Ministry of Environment, Lands and Parks pursuant to the Land Act for the purpose of administering Crown land. Information on your application, and if approved, subsequent tenure will become a part of the Crown Land Registry, which is routinely made available to the public under freedom of information legislation.

If you have any questions, please contact Karen Bradshaw at 787-3411

Yours  ly,



Authorized Representative

THIS AGREEMENT PAID IN FULL AND
APPROVED FOR CROWN GRANT PURPOSES

DATE 9/10/10 BY K. Bradshaw

✓ cc: Crown Land Registry Services, Victoria, BC

SCHEDULE A

File: 8000654

We ALBERT LYLE COTA & LAURA MARIE COTA choose the following option:

TIMBER ESTIMATE:

Coniferous: 205 cm X \$20.00 (Pine)	\$4,100.00
23 cm X \$26.73 (Spruce)	\$ 614.79
Deciduous: 1,320 cm X \$ 0.50	\$ 660.00

☐ I wish to purchase the timber as estimated.

Final Payment for purchase:

Net purchase price of land.....	\$ 3599.00
Crown Grant fee	\$ 150.00
Occupational Rental	\$ 598.40*
GST (7% x \$748.40)	\$ 52.39
Timber Stumpage	\$ 5,374.79

TOTAL\$ 9,774.58

*Plus occupational rental as outlined in offer letter.

☒ I wish to defer payment of the timber until it is cut.

Final Payment for purchase:

Net purchase price of land	\$ 3,599.00
Crown Grant fee	\$ 150.00
Occupational Rental	\$ 598.40*
GST (7% x \$748.40)	\$ 52.39

TOTAL\$ 4,399.79

*Plus occupational rental as outlined in offer letter.

☐ I do not agree with calculations and will contact you to discuss.

NO WARRANTY IS MADE OR IMPLIED BY BC LANDS REGARDING THE EXACT AMOUNT OF TIMBER REMAINING ON THE PROPERTY.

Albert Lyle Cota
Signature

L. Brockschaw
Witness

97/05/06
Date
SCH-A.PUR Laura Cota

To:
Ministry of Environment, Lands and Parks
400 - 10003 - 110th Avenue
Fort St. John, B.C.
V1J 6M7

Attention: Karen Bradshaw

File Number: 8000654

Acceptance of
Offer of Crown Grant

I/We accept your offer dated April 30, 1997 on the terms and conditions
contained in it.

DATED this 6 day of May, 1997

Albert Lyle Cota
ALBERT LYLE COTA

Laura Marie Cota
LAURA MARIE COTA

LAND TITLE ACT

FORM 16(a)
(Section 148(1))

STATEMENT AS TO CITIZENSHIP

IN THE MATTER OF: *File 8000654*

[Insert correct legal description of land affected]

I, *ALBERT LYLE COTA* of
in the of
hereby state that I (or, am solicitor for or the duly authorized agent of
and that he/she/they)

☒ 1. am/is/are (a) Canadian citizen(s):

OR

2. have/has been lawfully admitted to Canada under the Immigration Act (Canada) for permanent residence;

OR

3. am/is/are (a) citizen(s) of
(foreign country or state)

AND (where applicable)

have been informed by and verily believe that the aforesaid statement is correct.

SIGNED IN THE PRESENCE OF:

K. Bradshaw
[Signature]
.....
Signature

#400, 10003 - 118th Avenue
FORT ST. JAMES, BC, V1J 6M7
SENIOR EXAMINER
.....
Address
.....
Occupation

Albert Lyle Cota
.....
Signature of Person Making Statement

Self-employed
.....
Occupation of Person Making Statement

NOTE: A person who makes a false statement is guilty of a violation of the Land Title Act: section 318.

LAND TITLE ACT

FORM 16(a)
(Section 148(1))

STATEMENT AS TO CITIZENSHIP

IN THE MATTER OF: FILE 8000654
BLOCK B DISTRICT LOT 1092 P.R.D

[Insert correct legal description of land affected]

I, LAURA MARIE COTA of HUDSON'S HOPE
in the PRVINCE of B.C.
hereby state that I (or, am solicitor for or the duly authorized agent of
and that he/she/they)

1. am/is/are (a) Canadian citizen(s):

OR

2. have/has been lawfully admitted to Canada under the Immigration Act (Canada) for permanent residence;

OR

3. am/is/are (a) citizen(s) of
(foreign country or state)

AND (where applicable)

have been informed by and verily believe that the aforesaid statement is correct.

SIGNED IN THE PRESENCE OF:

[Signature]
Signature
HUDSON'S HOPE, B.C.
Address
CONTRACTOR
Occupation

Laura Cota
Signature of Person Making Statement
Retired
Occupation of Person Making Statement

NOTE: A person who makes a false statement is guilty of a violation of the Land Title Act: section 318.

CROWN LAND STATUS

BC LANDS

File No.: 8000654

Date: 9/10/06

Region No.: 8

Applicant: Laura Cota, Albert Cota

Purpose: All purpose - lease

Application entered by: Chivali Date: 9/10/06

PIN: 010029631 PIN: Plotted on Map Sheet/Plan
 PIN: by: Date:
 PIN: N.T.S./B.C.G.S./PLAN No.
 PIN: 94A/4d
 PIN: 94A-001
 PIN:

MAP CLEARANCE

Description: Block B of District Lot 1092, Peace River District

Area: ha. Plan: Tube/Tray:

Location: N. of Hudson's Hope

Name	Code
Assessment Area	27
Land Title Office	4
Regional District	22
Municipality	Hudson's Hope
Electoral District	40
Provincial Forest	

Within Agricultural Land Reserve Yes ☐ No ☐

Upland parcel fronts on (body of water)

Foreshore parcel adjoins (upland)

Crossed by (river or creek)

Crossed by/Adjoins - Highway/Road

REFERENCE MAP MATERIAL

FORWARDED TO

SURVEYOR GENERAL BRANCH

FOR:

☐ PLOTTING

BY: DATE

☐ DOCUMENT PRINT

BY: DATE

FILE No.:

STATUS OF CONFLICT

800-654

This file

Status completed by:

Chenille

Date:

9/10/06

ADJUDICATION

Company/Society No.:

L.A.M. Section No.:

Allowance

☐

Disallowance

☐

Subject to Survey: Yes

☐

No

☐

Adjudicated by:

Date:

Approved by:

Date:

DOMINION OF CANADA)

Province of British Columbia)

To V)

IN THE MATTER OF

AG LEASE # 802050

I, ALBERT LYLE COTA

of HUDSON HOPE,

in the Province of British Columbia, do solemnly declare that

I have personally located the survey EVIDENCE
ON THE SOUTHEAST CORNER AND THE PIN
LOCATED ON THE EAST BOUNDARY. BOTH PINS
ARE IN PLACE.



And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the
same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

Declared before me at the City)
of Fort St John, in the)
Province of British Columbia, this 10th)
day of July, 1997. , A.D.)

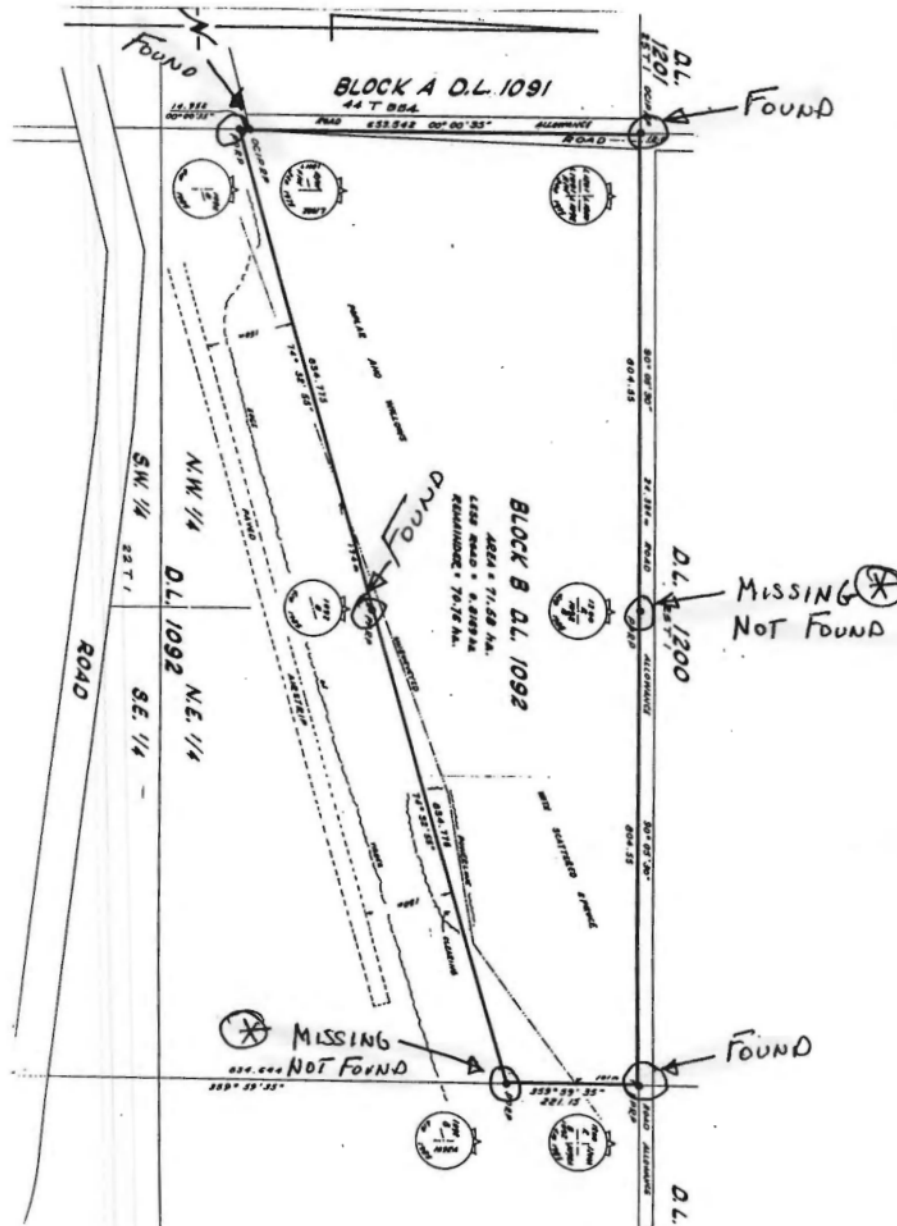
Signature

L. Bradshaw
A Commissioner for taking Affidavits for British Columbia or
A Notary Public in and for the Province of British Columbia.



DRAWN BY ALEX OSTAPIUK FILE 8000654
AIR PHOTO N/A MAP SCALE 1:10,000 MAP DATE OCTOBER 7, 1996
AREA (ha.) 70.76 ha. ARABLE N/A  ELIGIBLE FOR CREDIT N/A 

LEGAL Block B, DISTRICT LOT 1092, PEACE RIVER DISTRICT



SURVEY EVIDENCE KEY

CORNER IDENTIFICATION (NUMBERS 1-13). BOUNDARY IDENTIFICATION (NUMBERS 14-21)

- | | | |
|--|---|--|
| 1.- Denotes Brass Cap (OPP., PP., PCON., PROCK.) | 8.- Denotes Pits | 15.- Denotes Fence Lines |
| 2.- Denotes Aluminum Cap (CIP.) | 9.- Denotes Pits & Mound | 16.- Denotes Edge of Clearing |
| 3.- Denotes Iron Pin or Dominion Iron Pin (IP.) | 10.- Denotes Trees - either open face or scarred (B.T.) | 17.- Denotes Roads (Built under the TWP. system) |
| 4.- Denotes Lead Plug (LP.) | 11.- Denotes Not looked for | 18.- Denotes Identified by Applicant |
| 5.- Denotes Wooden Post | 12.- Denotes No Evidence Found | 19.- Denotes Not Looked for |
| 6.- Denotes Mound (Earth Mound or M.) | 13.- Denotes Other (Explain) | 20.- Denotes No Evidence Found |
| 7.- Denotes Cairn (Rock Cairn or C.) | 14.- Denotes Blazed or Cut Line | 21.- Denotes Other (Explain) |

Before signing this application for registration of a leasehold interest, applicants should check and satisfy themselves as to the tax position, including taxes of the federal, provincial, a municipality, and improvement, water and irrigation districts.

NATURE OF INTEREST, CHARGE
NATURE OF CHARGE, LEASE

TRUE VALUE:

Herewith fees of \$ _____

Address of persons entitled to be registered as owner, if different than shown in instrument _____

Full name, address, telephone number of person presenting application _____

(Signature of applicant,
solicitor or authorized agent)



Province of
British Columbia

Ministry of
Forests and Lands

LEASE AGRICULTURE

THIS LEASE executed in triplicate and dated for reference the **14th** day of **June**, 1986.

LEASE No. **802050**

IN PURSUANCE OF THE LAND ACT (section 35) and the LAND TRANSFER FORM ACT.

FILE No. 8000654

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests and Lands, Parliament Buildings, Victoria, British Columbia;

(hereinafter called the "Lessor") OF THE FIRST PART

and **ALBERT LYLE COTA, Farmer, and
LAURA MARIE COTA, Farmer, both of
Hudson Hope, British Columbia, as JOINT TENANTS**

(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I—Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land, save and except those portions of the Land that consist of trails, roads, highways, water courses, or that are covered by water at the date hereof, for the purpose described in the schedule attached entitled Special Proviso Schedule (hereinafter called the "Special Proviso Schedule").

Article II—Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of **Ten (10) years** commencing on the **15th day of June, 1986** (hereinafter called the "Commencement Date").

Article III—Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV—Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

- (a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

L75 R(02/87)

- (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
- (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
- (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;
- (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease and the provisions of the Special Proviso Schedule which pursuant to section (12.05) forms an integral part of this lease;
- (g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than \$ **1,000,000.00**;
- (h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

- (k) notwithstanding subsection (d) of section 7.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection is to be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (d) of section 7.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change.
- (l) to indemnify and agree the Lessor harmless against all loss, damage, costs and expenses, including fees of solicitors and other professional advisors arising out of:
- any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee;
 - any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land, including without limiting the generality of the foregoing, personal injury, death or property damage arising directly or indirectly as a result of flooding occurring on the Land;
- and the Lessor may add the amount of such losses, damages, costs and expenses to the rent and the amount so added shall be payable to the Lessor immediately.
- (m) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the Builders Lien Act, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous poles, and to agree that the Lessor shall not be responsible for the cost of labour or services or materials performed on or supplied to the Land.
- (n) on the operation, maintenance and repair of this lease:
- to give possession and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition;
 - to give to the Lessor, in writing, direct or permit to be removed, and all right, interest and estate of the Lessor shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;
 - to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;
 - to consent to any application made by the Lessor under the Accession and Commission Act to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that the Lessor may reasonably require in support of the application.

Article V—Assignment

- (5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease or grant a license to occupy the Land without the prior written consent of the Lessor, which consent may be granted on such terms and conditions as the Lessor may in his sole discretion, consider appropriate.

Article VI—Covenants of the Lessor

- (6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII—Provisos

- (7.01) PROVIDED always and it is hereby agreed as follows:

- if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;
- title to any ownership of all buildings, structures and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;
- the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
- for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;
- if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the Arbitration Act;
- the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

- (b) this lease and the term hereon granted is subject to:

- all subsisting grants to or rights in any lease made or granted under the Oil and Gas Act, Mineral Act, Accession and Commission Act, Surface Rights Act, Mineral Rights Act or any extension or renewal of the same, whether or not the Lessee has actual notice of them AND;
 - the covenants and reservations of rights, interests, privileges and titles referred to in section 47 of the Land Act;
- (iii) the Lessee acknowledges and agrees with the Lessor:
- any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (a) and (b) of section 7.01 shall not constitute a breach of the Lessor's covenant for quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference;
 - all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (a) and (b) of section 7.01 shall be borne solely by the Lessee; AND
 - he shall not commence or maintain proceedings under section 60 of the Land Act in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (a) and (b) of section 7.01.

Article VIII—Events of Default

- (8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that:

- if the Lessee shall default in the payment of any instalment of rent, or the payment of any other sum payable hereunder, and such default shall continue 60 days after the giving of written notice by the Lessor to the Lessee;
- if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos, contained in this lease on the part of the Lessee to be performed or observed other than the payment of rent or other sums of money and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
- if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits in act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
- if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or
- if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee.

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of other than the payment of rent or other sums of money reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX—Security

- (9.01) The security in the sum of \$ 0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.
- (9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.
- (9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X—Option to Purchase

- (10.01) In consideration of the Lessee's covenants herein, the Lessor hereby grants to the Lessee an exclusive option to purchase the Land on the terms set forth in this Article.
- (10.02) So long as the Lessee:
- is not in default of any covenant, agreement or provision of this lease that is required to be observed or performed by him, AND

17.69

$$T_{\text{eff}} = \frac{1}{2} \left(\frac{1}{T_1} + \frac{1}{T_2} \right) \quad \text{for } T_1 \neq T_2 \quad \text{and} \quad T_{\text{eff}} = T_1 = T_2 \quad \text{for } T_1 = T_2$$
[illegible]

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the other contract is executed, the contract is treated as if the entire proceeds of the 100 percent interest sale and exchanges of future and cash payments for the 100 percent interest are made at the time of the first sale.

13. 657.00 of the total sum of money is left
 divided at the ratio of 1:2:3 among the three children. How much
 money is left?

becomes entitled to receive the first demand payment after the first anniversary of the Commencement Date the purchase price of the Land shall be the sum of \$ **13,657.00** or the market value of the Land at the time the notice of the option is given in accordance with section 10.1 of MINE S.S. or the total annual rentals paid by the Lessee from the first anniversary of the Commencement Date therein called the "C-Rent".

and the amount spent on it is calculated in accordance with this section is known as the "disbursement."

subject to sections 10.1 and 10.2, the Purchase Price shall be adjusted downwards by applying against the Cultivation Credit (which Cultivation Credit shall be the product of $\$750$ times the number of hectares of arable land shown in column 1 of the Clearing Plan that have been cleared and cultivated during the term of the Lease in accordance with the special provisions Schedule 1 to the Lease) the Cultivation Credit.

In this case, the element cost means the total unit price of marketing across the nation and the sample size is determined by the lesser expended in the lesser on the land.

Notwithstanding section 10.12, the Purchase Price shall not be adjusted downwards by the Cumulation Credit to an amount less than the Development Cost.

In the event the Lessee exercises the option and the conditions for its exercise are met, the Lessor shall convey the Land to the Lessee, on payment of the Purchase Price, within 120 days after the date the option is exercised.

There shall be excepted and reserved from the conveyance of the Land the rights, interests, titles and privileges referred to in section 47 of the *Land Act*.

The conveyance of the Land shall be subject to

1) any subsisting conditions, provisions, restrictions, exceptions and reservations contained in any earlier grant of the Land from the Lessor;

b) any mortgage or this lease or other financial charges affecting the Land given or suffered to be created by the Lessee;

(c) all subsisting grants to, or subsisting rights of any person made or acquired under the Mining Act, Mining (Classe) Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province or British Columbia or like affect:

d) any conditional or final water license or substituted water license issued or given under the Water Act or under any prior or subsequent enactment of the Province of British Columbia or like effect, and to the rights of the holder or it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the license;

e) all non-financial charges affecting the Land on the date the option is exercised; AND

(f) the rights of any tenants of the Lessee or of any other person then in possession of the Land or who is entitled to possession.

The conveyance of the Land may be, at the option of the Lessor, subject to a reservation of all timber which may be in or upon the Land as of the date of the conveyance.

The Lessor shall not be under any obligation to convey the Land to the Lessee under the lease until

11) the Lessee has paid to the Lessor a sum equal to the amount of stampage payable by the Lessee for all timber on the Land, as determined by the Lessor; AND

b) the Lessee has paid the Purchase Price to the Lessor

The Lessor shall, at the cost of the Lessee, prepare such deeds and documents as may be necessary to transfer in estate in fee simple to the Lessee

4. The option to purchase being granted to the assignee is not exercisable after the expiration of a certain termination of the term, and the avoidance of receipt of the proceeds of the option contract under section 7 of the act is subject to the option being exercised within the option term granted.

It is important to keep in mind that the observed effect of the life of a computer on the number of new and used computer sales changes circumstances and is context-specific.

For purposes of the Lease, and required to establish the Purchase Price shall the first time the Lessee gives notice under section 11(1)(b) be undertaken at the expense of the Lessee or if the Lessee in the event the Lessee does not complete the exercise of the option granted herein in the first instance, all subsequent appraisals of the land included shall be at the expense of the Lessee.

Article XI—Notice

10. The notice of a notice of a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to or sent by prepaid registered mail addressed to the Lessor and the Lessor at the addresses specified for each in this lease, and where notice is registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

14.2) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

11.03: Notwithstanding section 11.01 any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XII—Miscellaneous

12. No term, condition, covenant or other provision herein shall be considered a waiver of any term, condition, covenant or other provision herein stated by the Lessor unless such waiver is in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(12. 2) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law or in equity, or by statute.

12. (7) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

12.05) The Lessee acknowledges and agrees with the Lessor that all Schedules

Article XIII—Interpretation

13.01 In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

13.12) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(13) Where this lease contains the terms or words contained in Column I of schedule 4 of the Land Transfer Law Act, those words shall have the same effect and be construed as if the appropriate terms or words contained in Column II of that schedule were contained herein in their place, unless the context requires another construction of those words.

23-64) Where in this case there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

13-5) If any section of this lease 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 or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have executed this lease as of the day and year first above written

SIGNED, SEALED AND DELIVERED
in behalf of Her Majesty the Queen in
Right of the Province of British Columbia
by a duly authorized representative
in the presence of:

S. Hudson
Deputy Clerk
TSI BC

Alan Hogg
Authorized Representative

SIGNED, SEALED AND DELIVERED
by ALBERT LYLE COTA
in the presence of:

WITNESS

ADDRESS

OCCUPATION

Albert Lyle Cota
805-100 St. PS John
Manager

A. L. Cota
Signature of Lessor

The Common Seal of

was hereunto affixed in the presence of

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

SIGNED, SEALED AND DELIVERED
by LAURA MARIE COTA
in the presence of:

WITNESS

ADDRESS

OCCUPATION

A. L. Cota
Hudson Hope, BC
Farmer

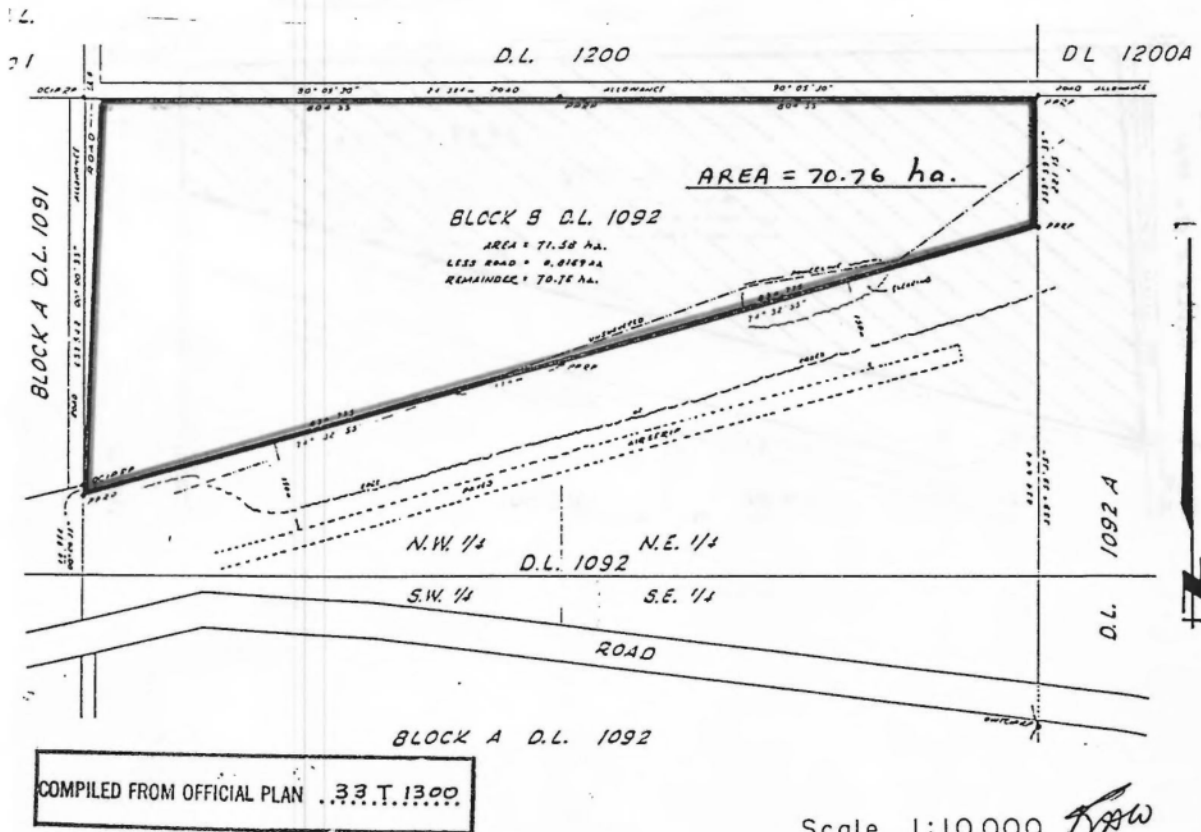
Laura Cota
Signature of Lessee



802050

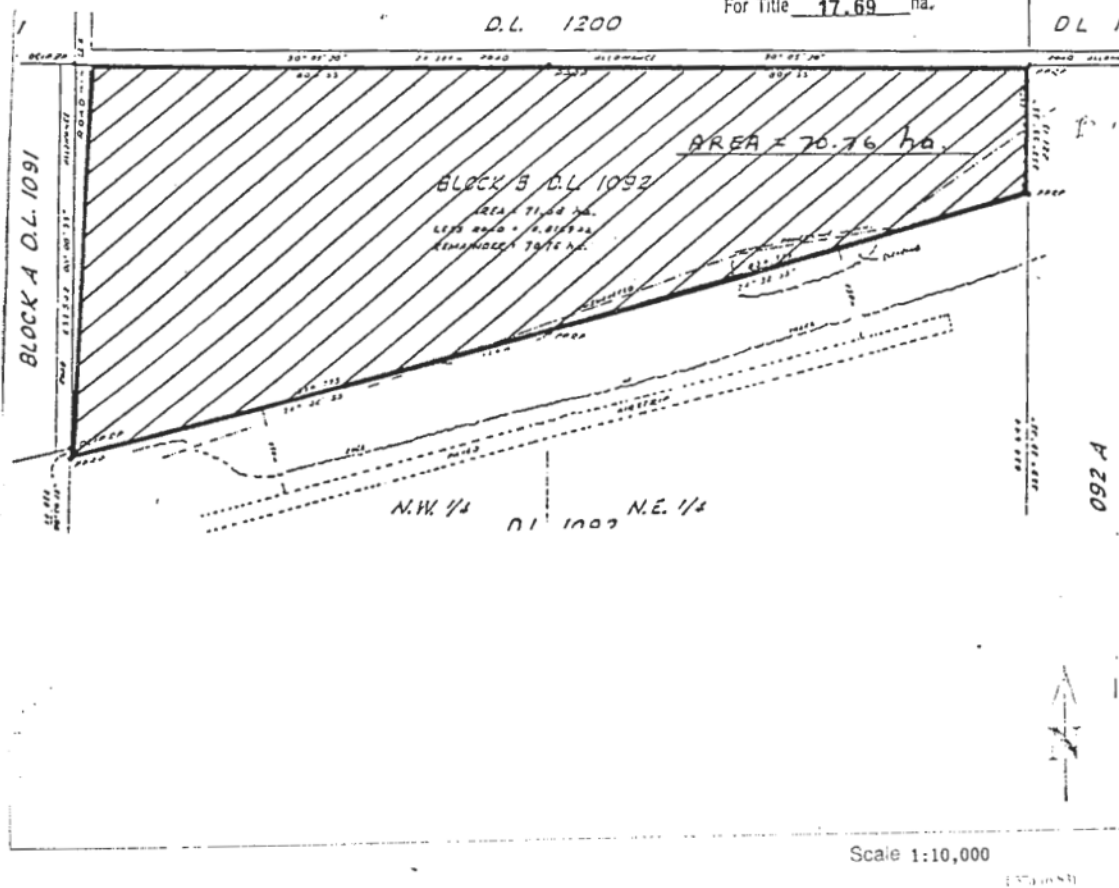
8000654

Block B of Lot 1092, Peace River District,
containing 70.76 hectares.



Clearing Plan

Arable Land
 Total Arable Area 70.76 ha.
 Cultivation Required
 For Title 17.69 ha.





LEASE No.

802050

FILE No.

8000654

EXTENSIVE AGRICULTURE

1.1 Purpose

The Lessee shall use the Land only for the purpose of agriculture.

1.2 Special Provisions

In this Management Plan

"Agriculture" means horticulture, fruit growing, seed growing, dairy farming, livestock keeping, livestock breeding, livestock grazing, market gardening, hay or crop production and nursery grounds.

"Cultivation" means the clearing, grubbing, breaking and preparation of the soil to the extent that the Land is ready for seeding, and is suitable for the use of conventional mechanized crop seeding and harvesting equipment.

"Clearing" means cutting and removing all timber, brush, windfalls, stumps and rubbish, except for trees designated for preservation, on the Land designated as arable as set out in the clearing plan.

"Clearing Plan" means the sketch which forms an integral part of the Special Proviso Schedule and defines the boundaries and types of arable land and the rate of Cultivation Credit applicable to each.

"Grubbing" means the excavation, removal and piling into windrows for burning and removal of all roots, stumps, submerged logs, broken or sheared material and all other objectionable matter.

The Lessee shall:

- (a) bring into Cultivation only those portions of the Land identified as arable on the Clearing Plan;
- (b) not remove soil, sand or gravel from the Land without the prior written consent of the Lessor;
- (c) remove Cleared and Grubbed material from the Land;
- (d) not disturb or interfere with any survey monument, bar, or iron pin situate upon the Land;
- (e) on receipt of written notice from the Lessor, construct a fence along those boundaries of the Land described in the notice, within the time and in accordance with the standards specified in the notice.

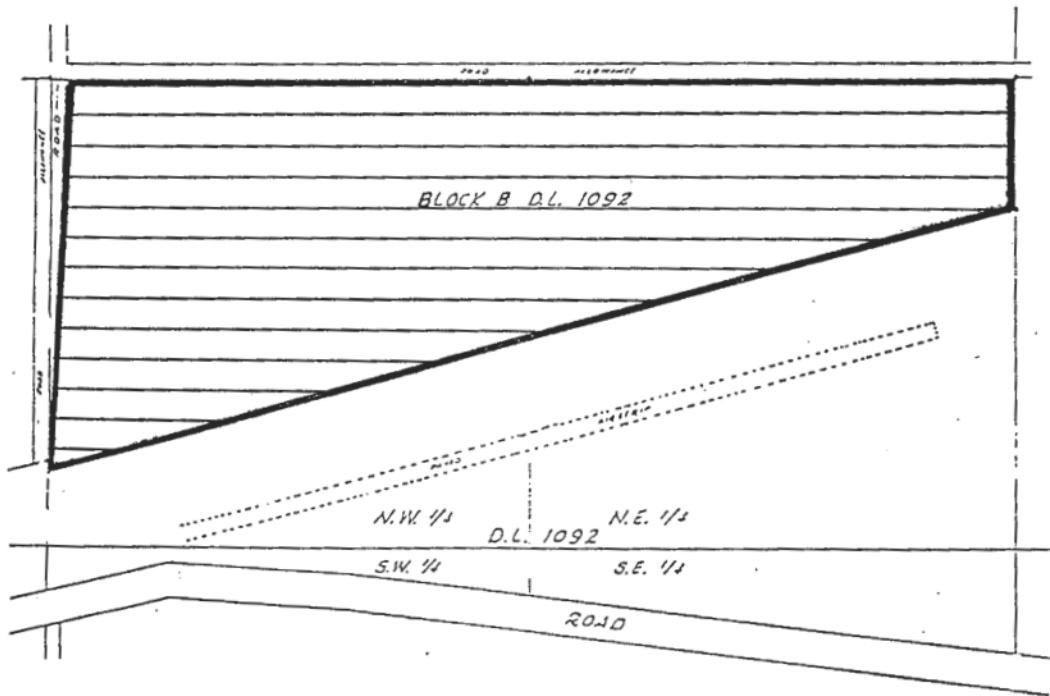
1.3 Additional Provisions

The Lessee shall, within 30 days of receipt of written notice from the Lessor, arrange for and complete all resurveys and repostings of the Land required as a result of the Lessee's failure to comply with section 1.2(d) above, and assume all costs for completing the resurveys and repostings.

CLEARING PLAN



Denotes area eligible for Cultivation Credit [70.76 hectares (174.85 acres)]





LEASE No.

802050

FILE No. 8000654

1.1 THE RENT SHALL BE

- (a) during the first five years of the term an annual rental of \$ 137.00, payable in advance, beginning on the Commencement Date and thereafter on each successive anniversary of that date,
- (b) during the balance of the term an annual rental of \$ 683.00, payable in advance, beginning on the fifth anniversary of the Commencement Date and thereafter on each successive anniversary of that date.

1.2 The annual rental payable under section 1.1 (b) shall be an amount equal to five per cent of the Purchase Price.



Province of
British Columbia

Ministry of
Forests and Lands

ENDORSEMENTS

LEASE No.

802050

FILE No.

8000654