

THIS AGREEMENT dated for reference the 19<sup>th</sup> day of August, 2005.

BETWEEN:

**GLEN ECHO RESORTS LTD.**  
c/o Davidson & Company  
201 - 271 Ross Street N.E., P.O. Box 3009  
Salmon Arm, BC V1E 4R8  
(herein called the "Company")

OF THE FIRST PART

AND:

**LOUIS HUPPEE and DOREEN EDWARDS**  
915 Mt. Bulman Drive  
Vernon, BC V1B 3W7  
as to Share Certificates 32 and P-32  
(herein called the "Member")

OF THE SECOND PART

WHEREAS the Member has agreed to purchase 1 Class "A" Voting Common share and 200 Preferred shares in the Company;

AND WHEREAS the Shareholders Agreement stipulates that on a proposed transfer of shares, the Company shall have the first right of refusal and all existing shareholders shall have a second right of refusal;

AND WHEREAS the proposed purchase by the Member has been circulated for the purposes of the first and second rights of refusal as provided in the Shareholders Agreement and neither the Company nor any existing Shareholder has executed its right to intercede in the purchase by the Member.

WITNESSETH THAT in consideration of the transfer to the Member of the above numbered shares in the Company and in consideration of the covenants herein contained and of the terms and conditions expressed in the Shareholders Agreement dated May, 1995 (the "Shareholders Agreement");

1. The Member covenants and agrees with the Company to pay any assessment or charge properly made against them by the Board of Directors in accordance with the provisions of the Articles of the Company or the Shareholders Agreement and to observe and perform all the duties and obligations imposed on them by the Memorandum, Articles and Shareholders Agreement and by any rule or regulation properly made by the Directors in accordance with the powers contained in the said Articles and the Member acknowledges receipt of a copy of the said Memorandum, Articles and Shareholders Agreement and acknowledges notice of their contents.

2. In particular but without restricting the generality of the foregoing, the Member covenants and agrees that the provisions of the Shareholders Agreement are binding upon them as part of the consideration for the transfer to them of the shares and they will comply with the provisions thereof as though they were an original signatory thereto.
3. The Member hereby agrees to deposit their shares with the Company's solicitor for the time being under the terms of the trust set out in the Shareholders Agreement.
4. This Agreement and everything herein contained may be executed in counterparts and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators and assigns.
5. In this Agreement the masculine shall include the feminine or the body corporate and the singular the plural and vice versa as the parties and or the context may require.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**GLEN ECHO RESORTS LTD.**

by its authorized signatories:

\_\_\_\_\_  
 \_\_\_\_\_

SIGNED, SEALED AND DELIVERED )  
 in the presence of: )  
 \_\_\_\_\_ )  
 Witness )  
 \_\_\_\_\_ )  
 Address )  
 \_\_\_\_\_ )  
 Occupation )  
 (as to both signatures) )

\_\_\_\_\_  
**LOUIS HUPPEE**

\_\_\_\_\_  
**DOREEN EDWARDS**

**PURCHASER'S PACKAGE**

August 17, 2005

**RE: Purchase from WALTER ANDELAINE GERMAN - Shares in Glen Echo Resorts Ltd. and 1987 40' Prairie Schooner 5<sup>th</sup> Wheel -VIN 1U83POR3XHAO12542**

**ADJUSTMENT DATE: August 19, 2005**

**COMPLETION DATE: August 19, 2005**

1. Purchaser's Statement of Adjustments;
2. Copy of the Assumption of Shares Agreement;
3. Copy of the Share Transfer Agreement;
4. Copy of the Contract of Sale of Goods (Absolute);
5. Copy of the Transfer/Tax Form;
6. Copy of the Glen Echo Resorts Ltd. Shareholders Agreement;
7. Copy of the Lease, Modification of Lease and Assignment of Lease.

**CONTRACT OF SALE OF GOODS (Absolute)**

THIS CONTRACT dated the \_\_\_\_\_ day of August, 2005,

and made: **IN PURSUANCE OF THE "SALE OF GOODS ACT"**

BETWEEN

WALTER GERMAN and  
ELAINE GERMAN

(hereinafter called the Seller) OF THE FIRST PART

AND,

LOUIS HUPPÉ and  
DORÉEN EDWARDS

(hereinafter called the Buyer) OF THE SECOND PART

WHEREAS the seller

- (a) is possessed of the goods and specific goods hereinafter described, and
- (b) has agreed with the Buyer for the absolute sale to him of the same upon the terms and conditions and for the consideration hereinafter set forth,

NOW THIS INDENTURE WITNESSETH:

In consideration of and for the sum of \_\_\_\_\_ Dollars of lawful money of Canada, paid by the Buyer to the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets over all and singular the goods and specific goods (hereafter collectively called the said "goods"), hereinafter described in the Schedule, and all the right, title, interest, property, claim and demand of the seller thereto and therein, unto the Buyer, to and for his sole and only use forever.

SCHEDULE

1987 - 40' Prairie Schooner 5<sup>th</sup> Wheel - VIN 1U83POR3XH1A012542

The Seller hereby covenants, promises and agrees to and with the Buyer

(a) that all of the said goods are now IN THE POSSESSION OF the Seller as defined in the SALE OF GOODS ACT.

(b) that he, the Seller, is now rightfully and absolutely possessed of and ENTITLED TO the said goods hereby sold and assigned, and to all and every part of them. (Save as aforesaid.)

(c) that he, the Seller, now has in himself GOOD RIGHT TO SELL and ASSIGN the said goods unto the buyer in the manner aforesaid and according to the true intent and meaning of this Contract. (Save as aforesaid.)

(d) that the said goods are FREE AND CLEAR of all charges and encumbrances of every nature and kind whatsoever save and except for the charges and encumbrances set forth and described in the Schedule.

(e) that he, the Seller will INDEMNIFY and save harmless the buyer from any and all charges and encumbrances not so set forth and described in the said Schedule.

(f) that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said goods hereby sold and assigned, and all and every part of them, to and FOR HIS OWN USE and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by him, the Seller, or any person whomsoever.

(g) that he, the Seller, shall and will from time to time, and at all times hereafter, upon every reasonable request of the buyer, but at the expense of the Buyer, make, do and execute, or cause or procure to be made, done and executed, all such FURTHER ACTS, deeds and assurances for the more effectual assignment and assurance of the said hereby sold and assigned goods unto the Buyer, in the manner aforesaid, and according to the true intent and meaning of this Contract, as shall be reasonably required by the Buyer.

All grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained in this agreement shall be read and held as made by and with, granted to and imposed upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns; wherever the singular of the masculine is used, it shall be construed as meaning the plural or the feminine or the body politic of corporations here the context or the parties hereto so require, and where a party is more than one person, all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF the Seller has hereunto set his hand the \_\_\_\_\_ day of August, 2005

SIGNED, SEALED AND DELIVERED

in the presence of

Signature of Witness \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

Occupation \_\_\_\_\_

(as to all signatures)

\_\_\_\_\_  
WALTER GERMAN

\_\_\_\_\_  
ELAINE GERMAN



Affaires indiennes et  
du Nord Canada

Indian and Northern  
Affairs Canada

# APPLICATION FOR REGISTRATION INDIAN LANDS

Log No.: <b>P9196</b>	Log Date: <b>MAR 15 1996</b>	Regional File No.: <b>E5643-07157-J</b>	Other ID No.:
--------------------------	---------------------------------	--	---------------

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

### NAME(S) OF PARTIES TO INSTRUMENT

**GRANTOR(S):**  
JOHN WAYSLOW  
JUNE WAYSLOW

No.

**GRANTEE(S):**  
GLEN ECHO RESORTS LTD.

No.

<b>INSTRUMENT</b>	<b>CODE</b>
003	

**TYPE:** ASSIGNMENT

**DATE:** 1994 SEPTEMBER 07  
This is the instrument date or the date it was executed on behalf of the Minister.

**PURPOSE:** RESIDENTIAL

02

### LAND DESCRIPTION

**PROVINCE:** BRITISH COLUMBIA

**BAND NAME:** ADAMS LAKE

**RESERVE NAME:** SWITSEMALPH I.R. NO. 6

**PARCEL:** LOT J PLAN 51537 CLSR

**PARCEL IDENTIFICATION No. (PIN):**

### LIST OF SUPPORTING DOCUMENTS

**NAME OF APPLICANT:** GLORIA DAVIES

**ADDRESS OF APPLICANT:** #340 - 1550 ALBERNI STREET  
VAN BC V6G 3C5

**TELEPHONE:** (604) 666-6017

*Gloria Davies*  
Signature of Applicant

MAR 15 1996  
Date

### ACCEPTANCE

The application for registration has been accepted and the instrument has been registered under

No.: 239632      DATE: 3-20-96      TIME: 11:30am  
AM/PM

*By B. Beck*  
Registrar

ASSIGNMENT OF LEASE

THIS INDENTURE made the 7th day of September A.D. 1994

BETWEEN:

JOHN WAYSLOW  
JUNE WAYSLOW

of  
6592 Trans Canada Highway  
N.W., Salmon Arm, B.C.,  
V1E 4M2

hereinafter called "the Assignor"

OF THE FIRST PART

AND:

GLEN ECHO RESORTS LTD. (Inc. #478686)

of  
#301 - 431 Hudson Avenue, N.E.  
P.O. Box 340  
Salmon Arm, B.C., V1E 4N5

hereinafter called "the Assignee"

OF THE SECOND PART.

WHEREAS by a Lease dated the 1st day of October 1976 made,  
and modified by a Modification Agreement dated the 2nd day of October, 1981,  
between Her Majesty the Queen in right of Canada, represented therein by the Minister of Indian

Affairs and Northern Development as Lessor, and the JOHN WAYSLOW AND JUNE WAYSLOW

as Lessee, the said Lessor did demise and lease unto the said JOHN WAYSLOW AND JUNE WAYSLOW

the premises, hereinafter mentioned to hold for the term of \_\_\_\_\_ years, commencing on

the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the yearly rent of \$100.00

dollars, in terms of the Lease and subject to the terms and conditions therein contained.

AND

NOW THIS INDENTURE WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00)  
dollars paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged by the



Assignor) the Assignor, subject to the consent of the Minister of Indian Affairs and Northern Development, does hereby grant and assign unto the Assignee the Assignor's interest in and to the premises situated in the SKITSEMALPH Indian Reserve No. 6 in the Province of British Columbia and more particularly described as follows:

All that portion of the road right-of-way as shown on Plan of Survey No. 4329 Canada Lands Surveys Records, Ottawa.

(herein called "the Lands")

together with the unexpired residue of the said term of years, and the said Lease and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee, his heirs, executors, administrators, successors and assigns subject to the payment of the rent in terms of the Lease and the observance, fulfilment and performance of the Lessee's covenants and conditions in the said Lease contained.

And the Assignor hereby covenants with the Assignee that the said Lease is a good, valid and subsisting Lease, and that the rent thereby reserved has been duly paid up to the 30th day of September and the covenants and conditions therein contained on the part of the Lessee to be observed, fulfilled and performed have been duly observed, fulfilled and performed by the Assignor up to the date hereof.

And that the Assignor now has in him good right, title, full power and absolute authority to assign the said Lease in the manner aforesaid, according to the true intent and meaning of these presents.

And that subject to the payment of the rent in terms of the Lease and the observance, fulfilment and performance of the covenants and conditions of the Lease, the Assignee may enter into and upon and hold and enjoy the said premises for the residue of the said term and every renewal thereof (if any) for his own use and benefit, without any interruption by the Assignor or any other person whatsoever claiming or to claim by, through or under him.

And that the Assignor shall and will from time to time and at all times hereafter, at the request and cost of the Assignee, execute such further assurances in respect of this assignment as the Assignee may reasonably require.

And the Assignee hereby covenants with the Assignor that the Assignee shall and will from time to time and throughout the residue of the said term granted by the said Lease and every renewal thereof pay the rent reserved at the times and in the manner provided under the Lease and observe,

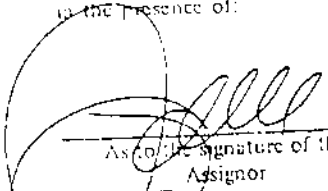
fulfill and perform the Lessee's covenants and conditions therein contained and reserved and shall indemnify and save harmless the Assignor from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.

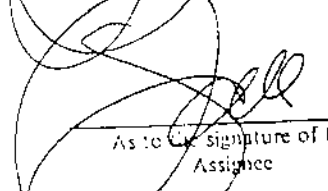
And that the Assignee shall hold the said Lease as Tenants-in-common/Joint Tenants.

And it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns, respectively.


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

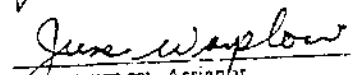
SIGNED, SEALED AND DELIVERED  
in the presence of:

  
As to the signature of the Assignor

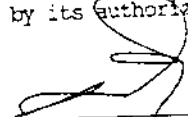
  
As to the signature of the Assignee


PROVIDE  
COURT of British Columbia

  
JOHN WAYSLOW - Assignor

  
JUNE WAYSLOW - Assignor

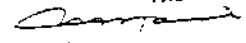
GLEN ECHO RESORTS LTD. (Inc.#478686)  
by its authorized signatory(ies):

  
GARY FROATS - Assignee

  
I, \_\_\_\_\_  
of the District of Salmon Arm  
and Province of British Columbia  
make oath and say:

1. That I was personally present and saw the within instrument and a duplicate thereof duly executed at the said District of Salmon Arm
2. That I know the said JOHN WAYSLOW AND JUNE WAYSLOW and that ~~they are~~ <sup>they are</sup> in my belief of the full age of 19 years.
3. That I am subscribing witness to such executions.

Sworn before me at the District of Salmon Arm in the Province of B.C. this 7th day of September A.D. 1994

  
Solicitor  
A \_\_\_\_\_ in and for the Province of British Columbia  
As \_\_\_\_\_  
My \_\_\_\_\_

County of

TO WIT:

I, \_\_\_\_\_ of the \_\_\_\_\_ in the \_\_\_\_\_ and Province of \_\_\_\_\_ make oath and say:

of \_\_\_\_\_ of \_\_\_\_\_

1. That I was personally present and saw the within instrument and a duplicate thereof duly executed at the said \_\_\_\_\_ of \_\_\_\_\_
2. That I know the said \_\_\_\_\_ and that ~~they are~~ <sup>he is</sup> in my belief of the full age of \_\_\_\_\_ years.
3. That I am subscribing witness to such executions.

Sworn before me at the City of \_\_\_\_\_ in the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

A Notary Public in and for the Province of \_\_\_\_\_ Or a commissioner for taking Oaths./My commission expires \_\_\_\_\_

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 94 at \_\_\_\_\_, in the Province of \_\_\_\_\_, (whose identity has been proved by the evidence on oath of \_\_\_\_\_ GARY FROATS) who is personally known to me, appeared before me and acknowledged to me that he is the President of \_\_\_\_\_ Glen Echo Resorts Ltd. (Inc. #478686) and he is the person who subscribed his name to the annexed instrument as \_\_\_\_\_ President of the said \_\_\_\_\_ Glen Echo Resorts Ltd. (Inc. #478686) and affixed the seal of the \_\_\_\_\_ Glen Echo Resorts Ltd. (Inc. #478686) to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of \_\_\_\_\_ British Columbia

IN TESTIMONY whereof I have hereunto set my

Hand and Seal of Office, at \_\_\_\_\_ Salmon Arm

in the Province of \_\_\_\_\_ B.C., this

7th day of September

one thousand nine hundred and ~~seventy~~ <sup>four</sup> ninety four

A Notary Public in and for the Province of \_\_\_\_\_ Or a commissioner for taking Oaths./My commission expires \_\_\_\_\_

NOTE: Where the person making the acknowledgement is personally known to the Officer taking the same, strike out the words in brackets.

ASSIGNMENT OF LEASE

THIS INDENTURE made the 7th day of September A.D. 1994

BETWEEN: JOHN WAYSLOW  
JUNE WAYSLOW

of

6592 Trans Canada Highway, N.W.  
Salmon Arm, B.C., V1E 4M2

hereinafter called "the Assignor"

OF THE FIRST PART

AND: GLEN ECHO RESORTS LTD. (Inc.#478686)

of

#301 - 431 Hudson Avenue, N.E.  
P.O. Box 340  
Salmon Arm, B.C. V1E 4N5

hereinafter called "the Assignee"

OF THE SECOND PART.

WHEREAS by a Lease dated the 1st day of June 1983, made between Her Majesty the Queen in right of Canada, represented therein by the Minister of Indian Affairs and Northern Development as Lessor, and the JOHN WAYSLOW AND JUNE WAYSLOW as Lessee, the said Lessor did demise and lease unto the said JOHN WAYSLOW AND JUNE WAYSLOW

the premises, hereinafter mentioned to hold for the term of 15 years, commencing on the 1st day of September, 1983, at the yearly rent of \$ 5,358.00 for the first five years and such further yearly rent as determined ~~therein~~, in terms of the Lease and subject to the terms and conditions therein contained.

AND

NOW THIS INDENTURE WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00) dollars paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged by the

Assignor) the Assignor, subject to the consent of the Minister of Indian Affairs and Northern Development, does hereby grant and assign unto the Assignee the Assignor's interest in and to the premises situated in the SWITSEMALPH Indian Reserve No. 6 in the Province of British Columbia and more particularly described as follows:

The whole of Lot "J", Switsemaliph Indian Reserve No. 6 as shown on Plan of Survey NO. 51637, Canada Lands Surveys Records, Ottawa. Excepting thereout and therefrom all mines and minerals within, upon or under said parcel.

(herein called "the Land")

together with the unexpired residue of the said term of years, and the said Lease and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee, his heirs, executors, administrators, successors and assigns subject to the payment of the rent in terms of the Lease and the observance, fulfilment and performance of the Lessee's covenants and conditions in the said Lease contained.

And the Assignor hereby covenants with the Assignee that the said Lease is a good, valid and subsisting Lease, and that the rent thereby reserved has been duly paid up to the 31st day of August and the covenants and conditions therein contained on the part of the Lessee to be observed, fulfilled and performed have been duly observed, fulfilled and performed by the Assignor up to the date hereof.

And that the Assignor now has in him good right, title, full power and absolute authority to assign the said Lease in the manner aforesaid, according to the true intent and meaning of these presents.

And that subject to the payment of the rent in terms of the Lease and the observance, fulfilment and performance of the covenants and conditions of the Lease, the Assignee may enter into and upon and hold and enjoy the said premises for the residue of the said term and every renewal thereof (if any) for his own use and benefit, without any interruption by the Assignor or any other person whatsoever claiming or to claim by, through or under him.

And that the Assignor shall and will from time to time and at all times hereafter, at the request and cost of the Assignee, execute such further assurances in respect of this assignment as the Assignee may reasonably require.

And the Assignee hereby covenants with the Assignor that the Assignee shall and will from time to time and throughout the residue of the said term granted by the said Lease and every renewal thereof pay the rent reserved at the times and in the manner provided under the Lease and observe,

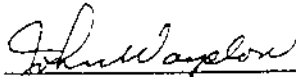
fulfill and perform the Lessee's covenants and conditions therein contained and reserved and shall indemnify and save harmless the Assignor from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.

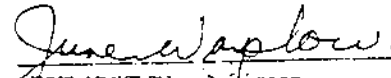
And that the Assignee shall hold the said Lease as Tenants-in-common/Joint Tenants.

And it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns, respectively.

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

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
\_\_\_\_\_  
JOHN WAYSLOW - Assignor

  
\_\_\_\_\_  
JUNE WAYSLOW - Assignor

GLEN ECHO RESORTS LTD. (Inc. #478686)  
by its authorized signatory(ies):

  
\_\_\_\_\_  
GARY FROATS Assignee

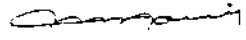
Province of British Columbia  
County of

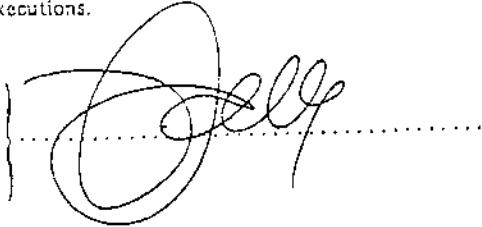
TO WIT:

I, \_\_\_\_\_  
in the District of Salmon Arm  
and Province of British Columbia  
make oath and say:

1. That I was personally present and saw the within instrument and a duplicate thereof duly executed at the said District of Salmon Arm
2. That I know the said John and June Wayslow.  
and that ~~they~~ in my belief of the full age of 19 years  
they are
3. That I am subscribing witness to such executions.

Sworn before me at the  
District of Salmon Arm  
in the ~~County~~ Province of B.C.  
this 7th day of September  
A.D. 19 94

  
Solicitor  
A Notary Public in and for the Province  
of British Columbia  
~~My Commission Expires~~  
~~the~~



County of

TO WIT:

I, \_\_\_\_\_ of the \_\_\_\_\_ in the \_\_\_\_\_ and Province of \_\_\_\_\_ make oath and say:

1. That I was personally present and saw the within instrument and a duplicate thereof duly executed at the said \_\_\_\_\_ of \_\_\_\_\_
2. That I knew the said \_\_\_\_\_ and that \_\_\_\_\_ he is \_\_\_\_\_ in my belief of the full age of \_\_\_\_\_ years.
3. That I am subscribing witness to such executions.

Sworn before me at the City of \_\_\_\_\_ in the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

A Notary Public in and for the Province of \_\_\_\_\_ Or a commissioner for taking Oaths./My commission expires \_\_\_\_\_

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 1994 at Salmon Arm, in the Province of British Columbia (whose identity has been proved by the evidence on oath of GARY FROATS) who is personally known to me, appeared before me and acknowledged to me that he is the President of GLEN ECHO RESORTS LTD. (Inc. #478686) and he is the person who subscribed his name to the annexed instrument as President of the said GLEN ECHO RESORTS LTD. (Inc. #478686) and affixed the seal of GLEN ECHO RESORTS LTD. (Inc. #478686) to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia

IN TESTIMONY whereof I have hereunto set my

Hand and Seal of Office, at Salmon Arm

in the Province of B.C., this

7th day of September

one thousand nine hundred and ~~seventy~~ ninety four

\_\_\_\_\_  
A Notary Public in and for the Province of \_\_\_\_\_ Or a commissioner for taking Oaths./My commission expires \_\_\_\_\_

NOTE: Where the person making the acknowledgement is personally known to the Officer taking the same, strike out the words in brackets.

CONSENT TO ASSIGNMENT OF LEASE

WHEREAS:

A. By a Lease (the "Lease") dated the 1st day of June, 1983, registered in the Indian Land Registry under No. 89252 certain lands in Switsemalph Indian Reserve No. 6, including the lands described as follows:

LOT 3 PLAN 51637 CLSR

were leased for a term ending on the 31st day of August, 1998;

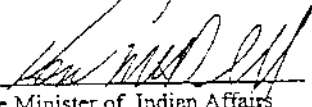
B. The lessees under the Lease have executed an assignment attached hereto (the "Assignment") dated the 7th day of September, 1994;

C. Section 2(b) of the Lease states that there shall be no mortgage, assignment, sublease or other encumbrances of the Lease without the written consent of the Minister.

NOW THEREFORE THE MINISTER HEREBY CONSENTS to the Assignment.

BY SUCH CONSENT, HOWEVER, the Minister shall not be deemed to have waived or impaired any obligation of any party, its successors and assigns, owing any obligation arising from the Lease to Her Majesty, nor to have waived or impaired any right or remedy of Her Majesty arising from the Lease, nor to have approved of the form or any of the terms of the Assignment, except insofar as the terms pertain to the leasehold interest contained in the Lease, it being expressly declared that the sole purpose of this Consent is merely to meet the requirements of Section 2(b) of the Lease.

SIGNED at Vancouver, British Columbia, this 14 day of March, 1996.

  
\_\_\_\_\_  
For the Minister of Indian Affairs  
and Northern Development  
Area Manager, North  
Lands and Trust Services  
British Columbia Region



Receipt Stamp  <div style="text-align: center;">MAR 19 1996</div>	Registration Stamp  <div style="text-align: center;">239632      1996-03-20 11:30AM</div>
	Registration No.      Date      Time

Indian Land Registry  
 REGISTRATION CONTROL SHEET      Sec. 53 and/or 60 Bands \_\_\_\_\_

Region 9BC      Instrument type \_\_\_\_\_

COMPUTER REGISTRATION INFORMATION (For computerized reserves only.)

LOG # 89196      LOG DATE 3-20-96      R.I.P. No \_\_\_\_\_

INSTRUMENT NAME 3      CODE \_\_\_\_\_

RESERVE NAME Switzemalph NO. 6      CODE \_\_\_\_\_

PURPOSE NAME \_\_\_\_\_      CODE \_\_\_\_\_

TERM \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

RETIRE PIN:      YES \_\_\_\_\_      NO \_\_\_\_\_

CP REQUIRED      YES \_\_\_\_\_      NO \_\_\_\_\_

15

PIN(S):      LEGAL DESCRIPTION/LAND AFFECTED

\_\_\_\_\_ X of 5 CLR 51637

\_\_\_\_\_

\_\_\_\_\_ L# 89252

REMARKS: REGISTRATION NOS. AFFECTED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NEW PIN(S) CREATED	LEGAL DESCRIPTION
_____	_____
_____	_____
_____	_____

REGISTRATION NOS. (CARRIED OVER) \_\_\_\_\_

\_\_\_\_\_

EXAMINED by \_\_\_\_\_      Date \_\_\_\_\_

Initial verification by \_\_\_\_\_      Date \_\_\_\_\_

Final verification by Boseck      Date 3-20-96

3227  
X1

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS INDENTURE made in quadruplicate as of the 1st day of June, 1983

BETWEEN: HER MAJESTY THE QUEEN  
in right of Canada  
("Her Majesty")

OF THE FIRST PART

AND: JOHN WAYSLOW and JUNE WAYSLOW  
R.R. #2, Site 13,  
Salmon Arm, B.C.  
VOE 210  
("the Lessee")

OF THE SECOND PART

WHEREAS:

- A. The lands hereinafter demised ("the Lands") are part of Switsenalph Indian Reserve No. 6 ("the Reserve") which was set apart for the use and benefit of the Adams Lake Band of Indians ("the Band");
- B. The lands have been surrendered by the Band and accepted by Order-in-Council P.C. 1969-262 dated February 1, 1969 so that they can be leased;
- C. The Council of the Band has, by Resolution dated June 20, 1983 consented to the leasing of the lands;
- D. The Minister of Indian Affairs and Northern Development ("the Minister"), has power to grant this lease on behalf of Her Majesty under Section 53(1) of the Indian Act, Chapter I-6, Revised Statutes of Canada, 1970.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. (a) The Minister demises to the Lessee:

The whole of Lot "J", Switsmalph Indian Reserve No. 6 as shown on Plan of Survey No. 51637, Canada Lands Surveys Records, Ottawa. Excepting thereout and therefrom all mines and minerals within, upon or under said parcel (herein called "the Land").

TO HOLD the land for fifteen (15) years from the first day of September, 1983 until the thirty-first day of August, 1998 (hereinafter called "the term") PAYING RENT as hereinafter provided.

(b) Her Majesty and the Lessee agree that for the purpose of ascertaining the rent the term shall be divided into consecutive five year periods, called "five year periods".

(c) During the first five year period the Lessee shall pay to Her Majesty annual rent in the amount of FIVE THOUSAND, THREE HUNDRED AND FIFTY-EIGHT DOLLARS (\$5,358.00) payable annually, in advance, on the first day of September in each year of the initial five year period commencing September 1, 1983 PROVIDED that all rent then accrued due shall be paid by the Lessee on or before the date it executes this lease.

(d) The annual rent during the second and each subsequent five year period of the term shall be determined in the manner provided in sub-paragraphs e, f, g and h of this paragraph 1, but in the absence of or pending such determination the Lessee shall continue to pay the same rent on the same dates in each year as during the previous five year period".

(e) The yearly rent for each five year period after the first shall be either:

- (i) the amount which is then in the opinion of the Minister a full market rent for the land leased on the terms and conditions contained in this lease, and enjoying all the services and amenities then existing, but ignoring the value of any permanent improvements made on the land by the Lessee; or,
- (ii) the same rent as during the previous five year period,

whichever is the more.

(f) The Minister may set the rent for any five year period after the first either before or within 180 days after the period has begun, (but will endeavour to set it at least 90 days before the five year period begins) and shall give the Lessee notice of the amount at which he has set it (hereafter called "the rent notice") by registered mail.

(g) If the rent notice is given after the five year period for which it was given has begun, any deficiency in the rent already paid shall be forthwith adjusted and paid by the Lessee.

(h) If the Lessee disagrees with the rent set by the Minister, the Lessee may at its own expense, within 60 days from the date of the rent notice refer the matter to the Federal Court of Canada under Section 17 of the Federal Court Act for a determination of the rent on the basis provided in this lease. The Lessee will not refer the matter to the Federal Court unless it has paid all rents currently due and as set by the Minister.

(i) Upon determination of the rent by the Federal Court any further excess or deficiency in the rent shall be adjusted and paid by the parties.

2. THE LESSEE COVENANTS WITH HER MAJESTY:

(a) To pay the rent hereby reserved, or as set hereunder, at the times and in the manner aforesaid, to the Receiver General of Canada in legal tender of Canada at the Office of the Minister at Ottawa, Ontario, or at such place and to such person as the Minister may from time to time designate, without any deduction. Acceptance of rent at any Office of the Department or Band shall not constitute a waiver of rights with respect to rent review.

(b) Not to assign, sublet, mortgage, pledge, hypothecate or encumber this lease, or part with possession of the whole or any part of the land without the consent in writing of Her Majesty first sought and obtained, and that as a condition of such consent the Lessee will in the case of sub-letting obtain from the sub-tenant for the express benefit of Her Majesty a covenant under seal to abide by the terms of this lease.

(c) To pay all rates, taxes, duties and assessments made against the land or the Lessee or occupier in respect of it or payable by either in respect of it.

(d) (i) At its own cost to insure in the joint names of the Lessee and Her Majesty, and keep so insured all fixtures, buildings and improvements on the land, with one or more companies satisfactory to Her Majesty, for their full replacement cost against loss or damage by fire and all other perils. For the purpose of this paragraph, the Minister may in his sole discretion determine replacement cost from time to time and the Lessee covenants and agrees

to place and provide fire and supplemental insurance coverage in the form and amount so determined and stipulated by the Minister.

(ii) At its own cost, to maintain with one or more companies satisfactory to Her Majesty, comprehensive general liability insurance in the joint names of the Lessee and Her Majesty in a form satisfactory to Her Majesty against claims for personal injury, death or property damage occurring on, or about the land, arising out of or resulting from the possession, occupation, use and control of the land by the Lessee, such insurance to afford protection to the limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or in such other amount from time to time stipulated in writing by the Minister.

(iii) The Lessee agrees to send Certificates evidencing the policies of insurance required to be taken out under this Clause 2(d) to the Minister immediately after they are issued and to send a Certificate of Renewal to the Minister at least five (5) days before the expiry of any policy in force or other evidence satisfactory to the Minister establishing that the insurance has been renewed. If the Lessee fails to effect such insurance or renewal thereof or send the Certificate to the Minister, Her Majesty may procure such insurance and the Lessee will pay the premium paid by Her Majesty for the insurance as rent payable forthwith, with interest at the then prevailing Chartered Bank rate until fully paid.

(iv) The Lessee releases Her Majesty, Her heirs, successors and assigns, from all liability for damage caused by any of the perils against which by the terms of this lease the Lessee is obligated to insure, and whether or not such loss or damage has arisen out of the negligence of Her Majesty, and the Lessee covenants to indemnify and save

harmless Her Majesty against and from all actions, claims and demands whatsoever relating to such damage.

(v) The Lessee agrees that if the fixtures, buildings or improvements on the land suffer damage or destruction, he will either lay out all insurance moneys received in respect thereof in making good such damage or destruction, or if Her Majesty so requires, and if Her Majesty releases him from his liability to repair or rebuild, will assign his entire interest in such insurance moneys to Her Majesty and surrender the balance of the term to Her.

(e) That the Lessee will use the land only for construction, maintenance and operation of cabins, tenting, camping facilities, Lessee's residence and offices to conduct the Lessee's own business and for no other purpose.

(f) That it will, at its own expense promptly comply with all laws of every federal, provincial and municipal authority or agency that have lawful application to the land, or that the Minister declares to be applicable.

(g) That when the term expires or is made to end the Lessee will peaceably surrender possession of the land to Her Majesty with all fixtures and improvements on it, in good and substantial repair and condition: But if the Minister orders the Lessee to remove any or all of the fixtures or improvements the Lessee will promptly remove them at its own expense and in such a manner that the land is left in a condition to the reasonable satisfaction of the Minister's representative; this covenant shall continue to be enforceable by Her Majesty notwithstanding that the term may have ended.

(h) That the Lessee will:

- (i) keep the buildings built by it and all improvements made by it on the land in a good and tenatable state of repair;
- (ii) allow the Minister or his authorized representative to enter the land and view the state of repair;
- (iii) at its own expense promptly repair or repaint any of its buildings or improvements when ordered to do so by the Minister;
- (iv) not construct, alter or replace its buildings or any part of them or make improvements thereto unless all such work is done in accordance with the standards laid down by the National Building Code of Canada and also in accordance with the then current Fire Safety Standards laid down by the Federal Government/Dominion Fire Commissioner current at the date of the work.

(1) That it will forthwith abate all nuisances where the Minister or his representative thinks any nuisance exists, and has ordered the Lessee or occupier of the premises to abate the nuisance; and that if it fails to do so, the Minister may do whatever is necessary to abate the nuisance; and that it will pay the cost thereof as rent forthwith due and payable to Her Majesty with interest at the prevailing Bank of Canada rate until fully paid.

(2) That it will not deposit rubbish or any offensive thing anywhere on the said Reserve except as may be allowed by the Minister or his representative.



(k) That it will not damage or remove any trees on the land without consent in writing from the Minister or his authorized representative first sought and obtained and that if the Minister orders in writing the cutting of trees or bushes the Lessee will, at its own expense, promptly comply.

(l) To maintain and keep up all fences which are or may be on the land.

(m) To indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings in any way related to anything done or omitted to be done by the Lessee in respect to its possession, use or occupation of the land.

(n) Allow Her Majesty and Her servants, licensees and Lessees to enter on the land to prospect and drill for minerals and to work minerals.

3. HER MAJESTY COVENANTS WITH THE LESSEE that if the Lessee pays rent hereby reserved and observes and performs the covenants herein contained, it will peaceably hold the land without the unlawful interruption by Her Majesty.

4. IT IS HEREBY DECLARED AND HER MAJESTY AND THE LESSEE COVENANT EACH WITH THE OTHER:

(a) Any notice affecting this lease shall be sufficiently served if given or served in writing and forwarded by registered mail addressed as follows:

To the Minister:

Indian Affairs and Northern Development  
at his office,  
Parliament Buildings  
Ottawa, Ontario  
Canada, K1A 0A6

To the Lessee:

R.R. #2, Site 13,  
Salmon Arm, B.C.  
VOE 2TO

Such address may from time to time be changed by either party in the manner herein provided.

(b) That if the Lessee:

- (i) files a petition in bankruptcy or makes an assignment for the benefit of creditors;
- (ii) is adjudicated as bankrupt or insolvent;
- (iii) files any petition or institutes proceedings under the Bankruptcy or Insolvency Acts seeking to effect a reorganization or a composition;
- (iv) is subject to the appointment of a Receiver or Trustee who is not discharged within ninety (90) days from the time of such appointment;
- (v) has its interest in this lease seized in execution or by process of law and not released within ninety (90) days from the date of such taking;
- (vi) fails to pay the rent due hereunder within thirty (30) days after the date upon which it became due;
- (vii) fails to pay taxes on the land and improvements thereon, to the appropriate authorities within thirty (30) days after they become due;

(viii) fails to fulfill, perform or to observe any covenant, stipulation or obligation contained in this Agreement; or,

(ix) vacates the land with monies under this lease owing to Her Majesty;

the Minister may declare the term ended, and thereupon the term and the Lessee's rights hereunder shall absolutely cease, without re-entry or any other act or legal proceedings, and the Minister or his agent may re-enter the land or any part of it, and thereafter have, possess and enjoy it as if this lease had not been made; BUT, the Lessee shall pay to the Minister any rent or charges then accrued or accruing and any right of action by Her Majesty against the Lessee for any antecedent breach of any of the covenants, stipulations or conditions in this lease shall not be thereby impaired and the Lessee shall indemnify and save harmless Her Majesty, Her officers, servants and agents from all loss, damage, costs and expense resulting from the default which gave rise to the forfeiture, and title to all the improvements on the land shall vest in Her Majesty as liquidated damages.

(c) Where the Minister thinks that the Lessee has not performed any of its covenants in this lease, he may order the Lessee in writing to perform the covenant, and if it does not perform it within thirty (30) days of such order, the Minister may cause the covenant to be performed and may do whatever is necessary to perform it and the Lessee shall forthwith reimburse Her Majesty therefor and any sum spent by the Minister in performing the covenant shall be paid by the Lessee as additional rent together with interest at the prevailing chartered bank rate until fully paid. The obtaining of any judgement on any covenant shall not operate as a merger of that covenant.

(d) If the Lessee vacates the land leaving any rent unpaid, Her Majesty may seize and sell the goods of the Lessee whether they are on the land or elsewhere.

(e) Termination of this lease shall not prejudice Her Majesty's right to recover unpaid rent or any other right of action by Her Majesty with respect to a breach of any covenant in this lease.

(f) No waiver on behalf of Her Majesty of any breach shall take place unless it is in writing and any waiver shall extend only to the breach to which the waiver relates and shall not be a general waiver or affect the rights of Her Majesty with respect to any other breach.

(g) If the Lessee continues in possession of the lands after the term expires the tenancy thereby created shall be a tenancy from month to month which may be terminated by the Minister at any time by one month's written notice to the Lessee. Such tenancy shall be subject to all the conditions herein contained so far as the same are applicable to such tenancy, except that during such tenancy the Lessee shall pay, in advance on the first day of each month, a monthly rent equal to one-sixth (1/6) of the yearly rent paid for the last year of the expired term.

(h) No covenant or liability on the part of Her Majesty is implied by the use of the word "demises" or any other words.

(i) Any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires and all covenants, liabilities and obligations entered into or imposed hereunder upon the Lessee shall be joint and several.

(j) This lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

(k) No member of the House of Commons will be admitted to any share or part of the within lease or any benefit to arise therefrom.

(l) Time shall be of the essence.

(m) This lease is subject to the Indian Act and Regulations made under it, and to any legislation in substitution therefor or amendment thereof which may hereafter be enacted or made.

IN WITNESS WHEREOF **H. ERVIN**

Department of Indian Affairs and Northern Development on behalf of Her Majesty the Queen, in Right of Canada, and the Lessee have herunto set their hands as of the day and year first herein above written.

SIGNED, SEALED AND DELIVERED in the presence of:

791 DIRECTOR, RESERVES & TRUSTS BRITISH COLUMBIA REGION

[Signature]  
as to the signature of:

[Signature]

[Signature]  
as to the signatures of the LESSEES

[Signature]  
LESSEE

LAW OFFICE OF  
CINDY DERKAZ  
302 - 370 Front Street N.E.  
Box 3248 - Phone 832-9301  
Salmon Arm, B.C. • V0E 2T0

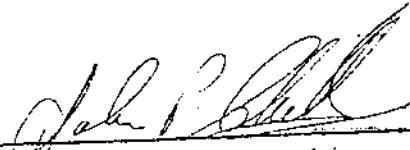
[Signature]  
LESSEE

LAND REGISTRY ACT

FOR MAKER

I HEREBY CERTIFY that, on the *28<sup>th</sup>* day of *July* 19*83* at the City of Vancouver, in the Province of British Columbia, *H. ERVIN*, who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed his name to the annexed instrument on behalf of Her Majesty the Queen in right of Canada, that he was first duly authorized to subscribe his name as aforesaid by virtue of a Delegation of Authority under the Indian Act, signed by the Minister of Indian Affairs and Northern Development, and dated June 10, 1980.

IN TESTIMONY whereof I have hereunto set my hand at the City of Vancouver, Province of British Columbia, this *28<sup>th</sup>* day of *July* in the year of our Lord one thousand nine hundred and eighty *-three*

  
A Commissioner for taking Affidavits within British Columbia.

LAND TITLE ACT  
Form 2  
Sections 43(a) and 44(a)  
AFFIDAVIT OF WITNESS

I, Wendy Thomas, of 330-27th Street,  
Salmon Arm, in British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed by John Wayslow and June Wayslow, the party(ies) to it, for the purposes named in it.
2. The instrument was executed at Salmon Arm, British Columbia
3. I know the party(ies) who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at Salmon Arm

in British Columbia, this 17th

day of June, 1983.

  
 \_\_\_\_\_  
 WENDY THOMAS

CINDY DERIAZ, B.L.S.

BARRISTER & SOLICITOR

305-370 FRONT STREET N.E.

PO BOX 3248 - PHOENIX DRIVE

SALMON ARM, B.C.

and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.  
NOTE: The affidavit must be sworn by a witness who is not a party to the instrument.

DATED as of the 1st day of June, 1983

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

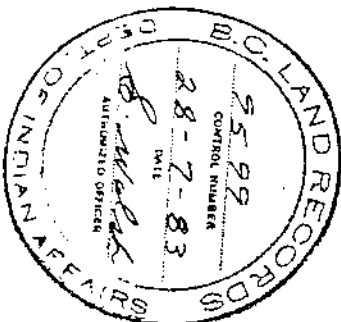
AND

JOHN WAYSLOW

AND

JUNE WAYSLOW

L E A S E





**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif

966

H.Q. Reference - N° de réf. du B. P.

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds d. bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE		ADAMS LAKE BAND	Capital balance Solde de capital	\$ _____
AGENCY AGENCE		CENTRAL	Committed - Engagé	\$ _____
PROVINCE		BRITISH COLUMBIA	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT		CHASE	Committed - Engagé	\$ _____
DATE	20 DAY - JOUR	June MONTH - MOIS	AD 19	83 YEAR - ANNEE

DO HEREBY RESOLVE,  
DECIDE, PAR LES PRESENTES:

AND AGREE to issue a lease on the whole of Lot "J", Switsemalch I. P. #6 as shown on plan of survey 51637 - to John and June Wayslow of R. R. #2, Site 13 Salmor Arm, B. C. VGE 270 on the following terms and conditions:

1. Lease to be for a period of 15 years - commencing September 1, 1983.
2. Rental to be at the rate of \$5,358.00 for the first 5 year term.
3. Lessee be allowed a permanent home on this land.

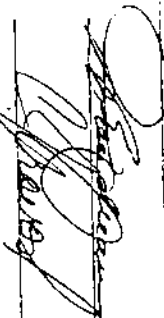



_____	<i>Harry Dubs</i> (Chief - Chef)	_____
(Councillor - conseiller)		(Councillor - conseiller)
_____	<i>Ray Dubs</i> (Councillor - conseiller)	_____
(Councillor - conseiller)		(Councillor - conseiller)
_____	<i>Larry A. Williams</i> (Councillor - conseiller)	_____
(Councillor - conseiller)		(Councillor - conseiller)
_____	(Councillor - conseiller)	_____
(Councillor - conseiller)		(Councillor - conseiller)

**FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL**

1. TRUST ACCT. COMPTÉ DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Authorized Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
\$ _____	\$ _____	\$ _____			
4. Recommended - Recommandé					
Date	Authorized Officer - Fonctionnaire autorisé		Date	Assistant Deputy Minister - Sous-ministre adjoint	

089252

AUG 22 9 07 AM '83

EXAMINED	
ACCEPTED	
INSPECTED	
ABSTRACT ENTRIES CONFIRMED	

To: Walter and (Lana) Elaine German

Re: Purchase of shares in Glen Echo Resorts Ltd and 1987 Prairie Schooner 5<sup>th</sup> wheel travel trailer.

We hereby offer to purchase from you, your one voting share and 200 ~~common~~ <sup>preferred</sup> shares in Glen Echo Resorts Ltd, and in addition, the 5<sup>th</sup> wheel travel trailer (situated on Lot #5) including the deck, fridge, permanent awning, covered roof over the 5<sup>th</sup> wheel, satellite dish, barbeque, and shed, (the shares and trailer shall collectively be referred to as "the assets") on the following terms:

*Handwritten notes:*  
40,000.00  
40,000.00  
5,000.00

- (a) The full purchase price for all the assets shall be \$ 49,000.00  
Broken down as:  
\$ 35,000.00 shares  
\$ 14,000.00 1987 - 40 Prairie Schooner 5<sup>th</sup> wheel VIN #1U83POR3XHA012542

- (b) The assets shall be free and clear of any and all liens, charges and encumbrances and shall not be pledged as security as at the closing date.
- (c) That you have the legal and beneficial title and interest in the assets and the right to sell same.
- (d) That you will provide written confirmation to us that you have obtained the approval and authorization of the Board of Directors of Glen Echo Resorts Ltd, to sell your shares to me on the above terms and any further steps required to transfer the assets have been complied with, on or before July 15, 2005.

- (e) A deposit of ~~10%~~ \$1,000.00 shall be given upon acceptance of this offer, and confirmation of clause (d) above being confirmed. The remainder of the purchase price shall be paid to you, on ~~the~~ <sup>or before</sup> 1st day of August 2005, which will be completion and possession date.

Salmon Arm 17  
Dated at ~~Salmon Arm~~ B.C. this 17th day of June, 2005.

*Handwritten signatures:*  
Louis S. Happee AND Doreen A. Edwards

Louis S. Happee and Doreen A. Edwards  
915 Mt. Balman Drive  
Vernon, B.C. V1B 3W7  
Phone # 250 545-4786

Accepted this 17th day of June, 2005 at Salmon Arm, B.C.

*Handwritten signatures:*  
Walter German Elaine German