**COMMERCIAL GROUND LEASE**

This Lease made effective this \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_.

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FIRST NATION**, an Indian Band

within the meaning of the *Indian Act*, R.S.C. 1985, c.I-5, as

represented by its duly elected Band Council,

(hereinafter called the **“Landlord**)

OF THE FIRST PART

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(hereinafter called the **“Tenant”**)

OF THE SECOND PART

**WHEREAS** the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation (herein “\_\_\_\_\_\_\_\_”) is a Band as defined pursuant to Section 2(1)(a) of the *Indian Act*;

**AND WHEREAS** \_\_\_\_\_\_\_\_ has decided to exercise control over its lands and resources for the use and benefit of its members by adhering to the *Framework Agreement on First Nation Land Management* and by having the *First Nations Land Management Act* apply to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation reserve lands (herein “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Land”);

**AND WHEREAS** pursuant to the *First Nations Land Management Act*, \_\_\_\_\_\_\_\_ has enacted the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation Land Code (herein the “Land Code”) as a fundamental law of \_\_\_\_\_\_\_\_;

**AND WHEREAS** the Landlord and the Tenant wish to enter into a lease agreement for lands described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as shown on Plan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and attached as Schedule “A”;

**AND WHEREAS** the Band Council consented to this lease as evidenced by a quorum of the Band Council offering their signatures to the Land Resolution attached as Schedule “B”;

**NOW THEREFORE** in consideration of the rents, covenants, and agreements reserved and contained in this Lease, the Parties covenant and agree as follows:

**DEFINITIONS**

* + 1. “Approved Mortgagees” means all mortgagees of the leasehold interest herein granted to whose mortgages the Landlord has consented;
    2. “Average Bank Rate” means the simple arithmetic mean of the daily bank rates of the Bank of Canada that are established during the month before the month in respect of which interest is calculated;
    3. “Band Council” means the Council of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation within the meaning of the *Indian Act,* or any successor to the Band Council pursuant to a federal statute;
    4. “*Commercial Arbitration Act”* means *Commercial Arbitration Act,* R.S.C. 1985, c.c. 17 (2nd supp.) as amended, and regulations made thereunder as amended or replaced from time to time and any reference to a section of this Act will be a reference to that section as amended and replaced from time to time;
    5. “C.P.I.” means the Consumer Price Index (all items for Regional Cities, base year 2002 = 100) for \_\_\_\_\_\_\_\_\_\_\_\_ published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency) or, if the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index;
    6. “First Nation” means the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation, or any successor to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation pursuant to a federal statute;
    7. “Gas” means natural gas that is or can be produced from a well, both before and after it has been subjected to any processing, and includes marketable gas and fluid components not defined as oil;
    8. “Improvements” means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any time and from time to time situate on, under or above the Lands including all equipment, machinery, apparatus and fixtures forming part of or attached to the improvements and all alterations, removal, additions to, replacements and substitutions of the Improvements;
    9. “Indian Act” means the *Indian Act,* R.S.C. 1985, c. I-5 as amended, and any regulations as amended or replaced from time to time, and any reference to a section of this Act will be reference to that section as amended or replaced from time to time;
    10. “Land Register” means the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Land Registry established and maintained by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation pursuant to the terms of the Land Code;
    11. “Lands” means those lands situate, lying and being in \_\_\_\_\_\_\_\_ Indian Reserve No. \_\_ and more particularly known and described as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and attached as Schedule “A”.
    12. “Lease” means this Indenture of Lease;
    13. “Minerals” means naturally occurring metallic and non-metallic minerals and rock containing such minerals, but does not include petroleum, natural gas and other petroliferous minerals or any unconsolidated minerals such as placer deposits, gravel, sand, clay, earth, ash, marl, and peat;
    14. “Oil” means crude oil and other hydrocarbons, regardless of gravity, that are or can be produced from a well in liquid form including crude bitumen but excluding condensate;
    15. “Person” includes any individual, partnership, association or corporation;
    16. “Premises” means the Lands and the Improvements and every reference in this Lease to the “Premises” includes a reference to every part of the Premises;
    17. “Rent” means all amounts which by the terms of this Lease will be payable as rent by the Tenant to the Landlord;
    18. “Reserve” means the \_\_\_\_\_\_\_\_ Indian Reserve No. \_\_;

1. **THE DEMISE**
   1. The Landlord hereby leases to the Tenant the Premises for the Term, yielding and paying Rent as hereinafter provided, and subject to the terms, conditions, provisos, exceptions and reservations contained in this Lease.
2. **TERM** 
   1. The term of this Lease shall be for a period of \_\_\_ years (the “Term”), commencing the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and being fully complete and ended on the \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_.
3. **USE** 
   1. The Tenant will not use the Premises or permit or suffer it to be used for any purpose other than for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ancillary purposes or for any other purpose as may be mutually agreed to by the Landlord.
   2. The Tenant will not vacate or abandon the Premises at any time during the Term without the prior written consent of the Landlord which consent shall not be unreasonably withheld.
4. **RENT**

5.1 Subject to Articles 32 and 36, the Tenant and the Landlord acknowledge and agree that the Tenant shall pay, when due, all Rent in accordance with the following:

(a) until \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ the sum of $\_\_\_\_\_\_\_\_ per year payable by way of an annual lump sum payment on or before \_\_\_\_\_\_\_\_ of every year, it being agreed and understood that a year shall cover the fiscal period from \_\_\_\_\_\_\_\_\_ in one calendar year to \_\_\_\_\_\_\_\_\_\_ in the succeeding calendar year; and

(b) thereafter for the first five (5) year period, Rent shall be adjusted based on the change in the C.P.I. during the first five year period and for the second and subsequent five (5) year period, including any extension, the Rent shall be adjusted based on the change in the C.P.I. during the immediately preceding five (5) year period. Provided however, that if the Rent commencement date is not the first day of the calendar year, the payment on account of the Rent shall be pro-rated at the rate per month equal to one-twelfth (1/12) of the annual Rent.

1. **PAYMENT OF RENT** 
   1. Subject to Article 17.1 and Article 26.2 the Tenant will pay all Rents without deduction, abatement or set-off whatsoever and without any demand for Rent being made.
   2. All Rent will be paid by cheque or bank draft in favour of the Landlord.
   3. Any prepaid Rent shall be forfeited by the Tenant in the event of termination of this Lease and the Landlord will not accept any liability or risk for refunding any Rent in the event of termination of this Lease
2. **ASSIGNMENT** 
   1. Except as provided in this Article, the Tenant will not assign the whole or any part of this Lease without the prior written consent of the Landlord which consent shall not be unreasonably withheld.
   2. Consent to any assignment will not be construed as consent to any other assignment.
   3. The Tenant will obtain from any proposed assignee of the whole or any part of this Lease a written agreement, under seal and in a form approved by the Landlord acting reasonably, whereby the assignee covenants and agrees with the Landlord that it will observe and perform all of the covenants and agreements to be observed or performed by the Tenant under this Lease, and the Tenant will deliver the agreement to the Landlord prior to obtaining the Landlords consent to the assignment.
   4. The assignment of this Lease by the Tenant will not relieve or discharge the Tenant from any obligations or liabilities which accrued prior to the time of the assignment.
3. **SUBLEASING** 
   1. The Tenant shall not sublease the whole or any part of its interest in this Lease by any means without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
   2. Subject to Article 10, and notwithstanding anything else in this Lease, any sublease and any consent of the Landlord to a sublease shall be subject to the following conditions:
      1. a sublease may be for any period up to one day before the expiration of the Term of this Lease;
      2. a sublease shall be expressly subject and subordinate to this Lease and to the rights of the Landlord and shall terminate upon the termination of this Lease;
      3. any sublease shall bind the tenant to all terms, covenants, conditions, provisions and agreements of this Lease and shall provide that in the event of conflict between the provisions of this Lease and any sublease, the provisions of this Lease will govern;
      4. all subleases including assignment or mortgage of a sublease issued under this Lease must be submitted for registration in accordance with Article 11 in the Indian Lands Registry;
      5. the subleasing of this Lease by the Tenant will not relieve or discharge the Tenant from any of its obligations or liabilities under this Lease;
      6. a sublease shall be expressly subject and subordinate to this Lease and shall bind the tenant to all terms, covenants, conditions, provisions and agreements of this Lease and shall provide that in the event of conflict between the provisions of this Lease and a sublease that the provisions of this Lease shall govern;
      7. each sublease or license of occupation shall contain a provision requiring the tenant or occupant at the option of the Landlord to attorn to the Landlord in the event of default by the Tenant under the Sublease, and shall contain a provision requiring the tenant or occupant, upon notification of such default, to make rental or other payments under the sublease or license of occupation directly to the Landlord pursuant to such notification.
4. **MORTGAGE**
   1. The Tenant shall not mortgage the whole or any part of its interest in this Lease by any means without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
   2. Notwithstanding anything else in this Lease, any mortgage and any consent of the Landlord to a mortgage shall be subject to the following conditions:
      1. If the mortgagee takes possession of the Premises or acquires the Tenant’s equity of redemption then the mortgagee will covenant and agree in writing with the Landlord to perform and observe all the Tenant’s covenants and agreements under this Lease until this Lease is duly assigned to an assignee with the Landlord’s consent and the assignee covenants and agrees as provided in Article 9.2(c);
      2. The mortgagee will not cause or permit any assignment of the leasehold interest pursuant to the exercise of the mortgagee’s remedies under its mortgage or at law without the prior written consent of the Landlord, which consent will not be unreasonably withheld;
      3. The mortgagee will cause any assignee of the leasehold interest under an assignment referred to in Article 9.2(b) to covenant and agree in writing with the Landlord to perform and observe all the Tenant’s covenants and agreements under this Lease; and
      4. The mortgage will provide that the proceeds of all insurance policies with respect to the Premises will be used solely for rebuilding or repairing the loss or damage to the Premises.
   3. If any of the conditions in this Article are not observed or performed then consent to the mortgage will be deemed not to have been given and a failure to observe or perform a covenant of this Lease as referred to in Article 31 will be deemed to have occurred.
   4. Subject to Articles 7 and 10, the Landlord’s consent to any mortgage will be deemed to include consent to the right of the mortgagee to exercise any power of sale or any other remedy with respect to the leasehold interest under the mortgage not inconsistent with the provisions of this Lease.
5. **CONSENT AND REGISTRATION** 
   1. The Tenant will provide the Landlord with four copies of every document with respect to a disposition of the leasehold referred to in Articles 7, 8 and 9 to which the Landlord has consented. These copies will be originally executed copies and must be in a form acceptable for registration in the Land Register.
   2. The Landlord’s consent to any disposition of the leasehold will not constitute any assurance to anyone that the instrument will be registered and will not relieve the Tenant from the obligation to provide the form of document required for registration.
   3. Neither the granting of this Lease nor anything contained in it will be construed as an agreement or assurance by the Landlord that this Lease or any assignment, sublease, mortgage or other disposition of the leasehold can or may be registered in the provincial land titles registry.
6. **UTILITIES**
   1. The Tenant is responsible for providing at its expense all services and facilities required by it for use of the Premises. Without limiting the generality of the foregoing the Tenant will pay for all water, gas, telephone, light, power, heat, air-conditioning, sewer and garbage disposal services and facilities for use of the Premises.
   2. No interruption of any service or facility provided to the premises will be deemed to be a disturbance of the Tenant’s enjoyment of the Premises or render the Landlord liable for injury to or in damages to the Tenant or relieve either party from their obligations under this Sublease unless such interruption is caused by an act or omission of the Landlord, its officers, employees, agents, contractors or person for whom the Landlord is responsible at law.
7. **COMPLIANCE WITH LAWS** 
   1. The Tenant will at its expense observe and perform all of its obligations and all matters and things necessary or expedient to be observed or performed by it by virtue of any applicable law, statute, bylaw, ordinance, regulation or lawful requirement of any lawful authority including those of fiscal impositions.
   2. If any notice is given lawfully requiring the completion of works by the Tenant at the Premises during the Term, and
      1. if notice is served upon the Tenant, the Tenant will forthwith forward it or a copy of it to the Landlord and will (unless a certificate of exemption is obtained from the respective statutory authority) forthwith, at its expense, complete such works as are necessary to comply with the notice; or
      2. if the notice is served upon the Landlord, the Landlord will forthwith forward it or a copy of it to the Tenant and thereupon the Tenant will, forthwith, at its expense, complete such works as are necessary to comply with the notice; and
      3. the Tenant will forthwith upon completion of the works required by statutory notice, provide evidence satisfactory to the Landlord of compliance with the terms of the statutory notice, including any certificates of inspection issued in respect of the works.
   3. If the Tenant contests the validity of any requirements set out in Article 12.1, proceedings relating thereto must be commenced within any allowed appeal period.
   4. The Tenant will indemnify and hold harmless the Landlord from all loss, damage, costs and expense suffered by the Landlord by reason of the Tenant undertaking proceedings pursuant to this Article and that the Tenant will conduct such proceedings with all due diligence.
8. **NUISANCE**
   1. The Tenant will not cause, permit, or suffer any nuisance at the Premises.
   2. The Tenant will, upon written notice from the Landlord, abate any nuisance arising directly or indirectly out of the use or occupation of the Premises by the Tenant or someone else from whom the Tenant is responsible in law. Written notice under this Article will be deemed to be a request of the Landlord for the purposes of Article 30.
9. **WASTE**
   1. The Tenant will not cause, permit or suffer the commission of any waste on the Premises.
   2. Except as required by construction and installations expressly permitted by this Sublease, and except as permitted in writing by the Landlord, the Tenant will not cause, permit or suffer the removal of any sand, gravel, marl, topsoil, or other material constituting part of the Premises.
10. **RUBBISH**
    1. The Tenant will not cause, permit or suffer any rubbish or debris to be placed or left upon the Premises except as is reasonably necessary in accordance with the uses permitted by Article 4 or as permitted in writing by the Landlord.
11. **ENVIRONMENTAL STANDARDS** 
    1. Without limiting clause 12, the Tenant will at all times conduct all business or activities on the Premises in compliance with all applicable environmental laws, statutes, bylaws, ordinances, regulations, notices, orders or lawful requirements of any lawful authority and in accordance with any applicable environmental codes of practice.
    2. If it becomes evident that an activity related to the approved use of the Premises is causing damage to the environment, the lawful authority may require that specific activity be suspended until such time as the situation has been satisfactorily remedied in accordance with applicable laws and codes in practice. The Landlord shall not be responsible to the Lessee or any Sublessee for any loss suffered by the Lessee or any sublessee as a result of such suspension of activity.
    3. Should the works and the operations of the Tenant on the Premises contribute to any detrimental environmental changes for which the lawful authority considers remedial action is necessary in accordance with regulations and standards established by applicable legislation, the Tenant shall immediately undertake and pay the costs of such remedial action.
    4. The Tenant shall, at its own expense, remedy any damage to the Premises on or off the Premises, caused by any environmental contamination being upon the Premises or by the performance of the Tenant’s obligations under this Article, as a result of such occurrence, and shall submit to the Landlord, from a qualified consultant, verification of the complete and proper remediation of any environmental contamination on the Premises, in accordance with applicable legislation and codes of practice.
    5. The Tenant shall ensure that all fuel storage systems with a capacity as specified in applicable legislation installed or to be installed on the Premises, are registered with the appropriate authorities.
12. **MINERALS, OIL AND GAS** 
    1. It is understood that the Landlord, its Officers, employees, agents, Tenants and licensees shall have the right, to enter on the Premises to prospect and drill for, remove and dispose of Oil, Gas and Minerals upon or under the Lands and for that purpose to drill wells, lay pipelines, and build such tanks, stations and other structures as may be necessary in the lawful exercise of any of the rights hereby reserved. In such circumstances, the Rent payable by the Tenant will be abated proportionately and that abatement and any other compensation payable on the exercise of the said rights by the Band Council subject to reasonable notice being provided to the Tenant.
13. **SIGNS**
    1. The Tenant may affix or exhibit upon the Premises any sign or other advertising device necessary for carrying out the purpose permitted in Article 5 provided that the Tenant shall keep the same in good repair.
14. **SURVIVAL OF OBLIGATIONS** 
    1. The obligations of the Tenant pursuant to Article 16 and Article 27, will survive the expiry or earlier termination of this Sublease, save only that, to the extent that the performance of these obligations requires access to or entry upon the Premises or any part thereof after the expiration or earlier termination of this Sublease, the Tenant will have entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify in writing. The Landlord may, at the Tenant’s expense, by the Landlord’s officers, employees, agents or contractors and subcontractors, undertake the performance or any necessary work in order to complete such obligations of the Tenant, but having commenced such work, the Landlord will have no obligation to the Tenant to complete such work.
15. **LIABILITY INSURANCE**
    1. The Tenant will forthwith effect and maintain at its expense with one or more companies satisfactory to the Landlord, comprehensive general liability insurance (the “Liability Insurance”) in the joint names of the Tenant and Landlord against claims for personal injury, death or property damage or loss occurring at or about the Premises.
    2. The Liability Insurance will provide protection in an amount of not less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for any one occurrence or for such other reasonable amount that the Landlord may advise in writing from time to time.
16. **PROPERTY INSURANCE** 
    1. The Tenant will forthwith effect and maintain at its expense with one or more companies satisfactory to the Landlord, property insurance (the “Property Insurance”) in the joint names of the Tenant and the Landlord, insuring the Improvements owned by the Tenant against loss of damage by fire and other perils under customary supplementary coverage.
    2. The Property Insurance will insure at all times all improvements owned by the Tenant for one hundred per cent (100%) of their full replacement cost.
17. **INSURANCE PROVISIONS** 
    1. If an insurance policy required under this Lease contains a co-insurance provision then the Tenant will at all times maintain sufficient insurance to prevent the Landlord and the Tenant from being co-insurers.
    2. Every insurance policy required under this Lease will to the extent that it is obtainable contain an agreement by the insurer that it will not cancel or substantially alter the policy without first giving each of the insureds at least thirty (30) days prior written notice.
    3. The Liability Insurance will contain a provision for cross liability between the Landlord and the Tenant and the Property Insurance will contain a waiver of subrogation so that the insurance will protect the Landlord, and the Tenant as if they were fully insured under separate policies.
18. **INSURANCE VALIDATION** 
    1. The Tenant will not do, permit or suffer anything to be done at the Premises which might cause any policy of insurance required by this Lease to be invalidated or canceled, and the Tenant will comply forthwith with every notice in writing from the Landlord or any insurer requiring the completion of works or discontinuance of any use of the Premises in order to avoid invalidation or cancellation of any insurance.
    2. The Tenant releases the Landlord from all liability for loss or damage caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure, even though the Tenant has failed to so insure.
    3. The Tenant will deliver certificates of the insurance evidencing every policy of insurance that is required by this Lease to the Landlord within a reasonable period of time after the insurance is affected and will deliver a certificate of renewal or other evidence satisfactory to the Landlord that the insurance has been renewed or replaced to the Landlord at least ten (10) days before the expiry of any policy of insurance in force.
    4. The Tenant will, upon written request from the Landlord, deliver a certified copy of every insurance policy requested by the Landlord.
19. **REPAIR OF PREMISES** 
    1. The Tenant will at its expense at all times during the Term repair, renew and maintain all Improvements in a good and tenantable condition in every respect excepting reasonable wear and tear.
20. **CONSTRUCTION REQUIREMENTS**
    1. The Tenant shall provide the Landlord with complete and detailed plans and specifications of all Improvements constructed on the Premises prior to commencing any work. Unless otherwise agreed to in writing, all such plans and specifications shall be prepared by a Professional Architect or Engineer.
    2. All construction and other work on the Premises will be carried out and completed to a standard and quality at least as high as those of any Improvements which are being repaired, restored, renewed, replaced or substituted and in any event in accordance with all applicable standards.
21. **REPLACEMENT ON DESTRUCTION** 
    1. If during the Term any Improvements are damaged or destroyed by fire or any other cause (“Damaged Improvements”) so as to render the Premises or any part thereof unfit for the purpose as provided in Article 4 the provisions of this Article will have effect.
    2. Rent shall from time to time abate in the same proportion that the part of the area of the Leased Premises from time to time rendered unfit for such use or occupancy by the Tenant.
    3. The Tenant may in its discretion determine whether or not to restore and repair the Damaged Improvements provided that it notifies the Landlord of its decision in that regard within ninety (90) days of the damage or destruction occurring. The Landlord may extend the ninety (90) day notice period contained in this Article where it is satisfied that an extension is required to enable the Tenant to conclude negotiations with the insurance company regarding the coverage.
    4. If the Tenant determines to restore or repair the Damaged Improvements then it will provide the Landlord and the Band Council with complete and detailed plans and specifications of the proposed restoration or repair together with an estimate of the full cost of the restoration or repair and will restore or repair the Damaged Improvements to the same or better condition than that which existed immediately prior to the damage or destruction without allowance for deterioration and will carry out the work with diligence and dispatch. The Tenant will at its expense complete all restoration and repair in accordance with the provisions of Article 25.
    5. If the Tenant notifies the Landlord pursuant to Article 26.3 that it has determined not to restore or repair the Damaged Improvements, or if the Tenant fails to give the Landlord notice as provided in Article 26.3, the following shall occur:
       1. any insurance or other monies available by reason of the fire or other   
          casualty causing destruction or damage will be divided between the Landlord, the Tenant and any other loss payee as their interest may appear;
       2. the Tenant will immediately relinquish that portion of the Premises and all of its interest therein;
       3. the Tenant will immediately pay all insurance proceeds in respect of the damage or destruction to the Landlord; and
       4. the Rent will be apportioned and will be paid by the Tenant only to the date the Landlord is notified pursuant to Article 26.3 of the Tenants determination not to restore and repair the Damaged Improvements or to the end of the ninety (90) day period provided for in Article 26.3 if notice is not given by the Tenant to the Landlord.
22. **INSURANCE PROCEEDS** 
    1. If the Tenant has determined to restore or repair the Damaged Improvements and has provided the Landlord with the notice required under Article 26.3 then the following will occur:
       1. if the Landlord has consented to the payment of the insurance proceeds to the Tenant then the proceeds will be paid to the Tenant in trust to apply to the costs of restoration or repair of the Premises and the Tenant will be responsible for the cost of the repairs or restoration whether or not it exceeds the insurance proceeds; or
       2. if the Landlord requires by notice that the insurance proceeds be paid to it then the Tenant shall take all reasonable steps to ensure that such proceeds are handled in a businesslike manner and in accordance with industry standards.
    2. Before any contract is entered into by the Lessee for the carrying out of any restoration or repair work, copies of the estimates for the work and the contracts for the completion of the work will be submitted by the Tenant to the Landlord and the Approved Mortgagees
    3. If this Sublease expires or is otherwise terminated for whatever cause, any insurance proceeds remaining in trust will be paid to the Landlord.
23. **INDEMNITY**
    1. The Tenant will indemnify and save harmless the Landlord, their officers, employees, agents or contractors, from and against and be responsible for all claims, all liability, loss, costs and expenses including actions, damages, suits and other proceedings, whatsoever and by whomever made, for personal injury, death, environmental impact or property damage, whether by way of judgment, compromise or settlement, including consequential, howsoever arising out of, attributed or related to, directly or indirectly, and whether by reason of anything done or permitted to be done, negligence or otherwise, by reason of this Lease, or from the possession of the Premises, or from the performance or default, or from the remedying of such default by the Tenant of any of its covenants under this Lease.
24. **QUIET ENJOYMENT** 
    1. The Tenant by paying the Rent and observing and performing the covenants in this Lease may peaceably and quietly possess, hold and enjoy the Premises during the Term without any interruption or disturbance by the Landlord.
25. **FORFEITURE**
    1. It is expressly agreed that:
       1. if the Tenant shall be in default in the payment of any Rent, sums or other amounts collectable hereunder, whether lawfully demanded or not, and such default shall continue for a period of thirty (30) days after the sums have become due and payable;
       2. if the Tenant shall be in default of any of its covenants or agreements hereunder (other than its covenant to apply the sums collectable hereunder) and such default shall continue for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the default considering the nature thereof) after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring it to be remedied;
       3. if the Tenant, in the reasonable opinion of the Landlord, abandons or vacates the Land:
       4. if the Tenant shall make an assignment for the benefit of its creditors, or shall make an assignment or is under the directions of a receiver or have a receiving order made against it under the *Bankruptcy and Insolvency Act*, or becoming bankrupt or insolvent, shall make application for relief concerning bankrupt or insolvent debtors, or take any action whatsoever, legislative or otherwise, with a view to the winding-up, dissolution or liquidation of the assets of the Tenant; or
       5. if the Tenant fails to maintain its corporate status in good standing;
       6. if the Tenant is no longer using the Land for the purposes of a golf course.

The Landlord shall have the right to re-enter and take possession of the Land and Premises and forfeit this Lease.

* 1. The Landlord shall re-enter and take possession of the Premises, the following shall apply:
     1. the Landlord may, notwithstanding such re-entry, by notice in writing to the Tenant, require the Tenant to continue to be responsible for the Rent to be paid and other covenants to be performed under this Lease. In such event, the Landlord shall make its best effort in consultation with another party for all or a portion of the Premises for the balance of or a portion of the Term remaining under this Lease. The Tenant shall be responsible for any deficiency including any expenses incurred in connection with the granting of the new lease, including reasonable legal fees and the expenses of keeping the Premises in good order and of preparing the Premises. It is expressly agreed and understood that the making by the Landlord of any alterations or decoration in the Premises which the Landlord considers as advisable for the purpose of reletting shall not release the Tenant from liability under the Lease; or
     2. the Landlord may, by notice to the Tenant, terminate this Lease, without re-entry, in which event the Landlord is entitled to recover from the Tenant all accrued Rents and other sums due and damages suffered or incurred up to the date of termination and any prospective loss or damage as a result of the Tenant’s breaches under this Lease including a right of action under Article 31.
  2. No notice to the Tenant under this Article 30 will be valid for any purpose unless and until a copy of such notice is also given to any Approved Mortgagee who has provided the Landlord in writing with an address in \_\_\_\_\_\_\_\_\_\_\_\_ to which the Landlord may mail and deliver copies of notices. The copy of such notice may be given to the Approved Mortgagee at the address specified by the Approved Mortgagee and otherwise on the same terms and conditions as applicable to notices referred to in Article 43.
  3. Any curing of a default by an Approved Mortgagee will be construed as curing of that default by the Tenant.

1. **PERFORMANCE OF COVENANTS** 
   1. All agreements, terms, conditions, provisos, duties and obligations to be performed or observed by the Tenant under this Lease will be deemed to be Tenant’s covenants and all the Tenant’s covenants in this Lease are made with the Landlord for the Tenant and for its successors and assigns.
   2. If the Tenant fails to perform any of the Tenant’s covenants, then without limiting any other remedy of the Landlord under this Lease, the remedies available to the Landlord shall include any remedies available as a result of breach of covenant.
   3. The Tenant will provide the Landlord, its officers, employees, agents, contractors and subcontractors, with and without vehicles and equipment, convenient access to the Land at all reasonable times for the purposes of viewing the Land and otherwise determining that the Tenant’s covenants are being duly observed and performed. In addition, the Landlord has the right to enter on the Land to inspect on reasonable notice, except in the case of an emergency when the Landlord may enter without notice.
   4. The Tenant will also provide the Landlord, its officers, employees, agents, contractors and subcontractors with and without vehicles and equipment all necessary access to the Land for the purpose of performing the Tenant’s covenants pursuant to this Article.
2. **PAYMENTS BY THE LANDLORD REGARDED AS RENT**
   1. If at any time before or after the expiration or earlier termination of the Lease the Landlord suffers or incurs any damages, loss or expense, payments or outlays, including costs of settling a claim and reasonable legal fees, and including any actions or proceeding against the Tenant, by reason of any act or omission on the part of the Tenant, or any breach or failure of the Tenant to perform or observe any of the covenants under this Lease, then in every such event, the amount of damage, loss, expense, payment or outlay will be paid by the Tenant to the Landlord forthwith on demand by the Landlord.
   2. The amount of any damage, loss, expense or payment referred to in this Article will be added to or deemed to be additional Rent due under the Sublease, and be recoverable in the manner provided by law for the recovery of Rent in arrears.
3. **ARREARS TO BEAR INTEREST** 
   1. If the Rent or any other sum owing by the Tenant to the Landlord under this Lease is not paid within thirty (30) days from the date on which it is due then it will bear interest to be accrued monthly at the rate of the Average Bank Rate in effect for the month immediately prior to the month for which interest is being calculated plus five percent (5%) from the date the Rent or the sum is due until the date of the payment by the Tenant.
4. **REMEDIES CUMULATIVE** 
   1. All rights and remedies of the Landlord are cumulative and are in addition to and do not exclude any other right or remedy provided in this Lease or otherwise allowed by law.
   2. All rights and remedies of the Landlord may be exercised concurrently.
5. **SURRENDER OF POSSESSION**
   1. Subject to Article 24, when the Term expires or otherwise ends, the Tenant will peaceably surrender the Premises to the Landlord maintained, repaired and renewed and shall leave the Premises free from all debris to the reasonable satisfaction of the Landlord.
   2. If the Tenant is not in default under this Lease it may, when the Term expires or otherwise ends, at its expense remove all of its moveable goods, chattels and tenant’s fixtures and may permit any of its subtenants of any sublease to remove all of their moveable goods, chattels and tenant’s fixtures from the Premises provided that the Tenant shall leave the premises in good and substantial repair and condition and free from all debris to the reasonable satisfaction of the Landlord.
   3. The Tenant shall at its expense, upon written demand by the Landlord given on or before the ninetieth (90th) day after the expiration or earlier termination of this Lease, forthwith remove from the Premises any or all of the Tenant’s and its subtenant’s movable goods, chattels and tenant’s fixtures owned by the Tenant and subtenant as the Landlord requires provided that the Tenant shall leave the Premises in good and substantial repair and condition and free from all debris to the reasonable satisfaction of the Landlord.
   4. If the Tenant or subtenant does not remove the moveable goods, chattels and tenant’s fixtures from the Premises then the Landlord may remove them and dispose of them as it sees fit. The Tenant will pay to the Landlord all reasonable costs and expenses incurred in the removal and disposal of the moveable goods, chattels and tenant’s fixtures and in making good all damage caused to the Premises by the removal forthwith upon demand. The Landlord will not be responsible to the Tenant or any subtenant for any loss suffered by the Tenant or any tenant as a result of the removal or the disposal of moveable goods, chattels or tenant’s fixtures.
6. **NET LEASE**
   1. This Lease is to be a completely carefree net lease for the Landlord and notwithstanding anything in this Lease to the contrary the Landlord is not to be responsible during the Term for any costs, charges, expenses or outlays of any nature in respect of the Land and any occupants therein. Any costs, charges, expenses, payments or outlays incurred by the Landlord will be added to or deemed to be additional Rent under this Lease.
7. **NO WARRANTIES**
   1. No representations, warranties or conditions have been made to the Tenant in respect of the Land by the Landlord, their officials, servants and agents.
   2. The Tenant is fully familiar with the Land and every part and aspect of the Land and without limiting the generality of the foregoing the Tenant acknowledges that it has carried out a full inspection of the Land and takes the Land as is in reliance of its own inspection and not relying on any representations or warranties of the Landlord, their officers, servants or agents.
8. **HOLDING OVER** 
   1. If the Tenant continues in possession of the Premises after the expiry of the full Term, notwithstanding any payment of Rent, the Tenant will be considered a tenant from month to month. The Tenant will not be construed as being in possession of the Premises solely by its exercise of rights under Article 3.
   2. The Tenant will, during the continuance of the month to month tenancy referred to in this Article, pay as Rent in advance of the first day of each month a monthly amount equal to one-twelfth (1/12) of the annual Rent payable for the last year of the expired Term.
   3. The month to month tenancy referred to in this Article will be subject to all the terms and conditions of this Sublease except as modified by this Article and except as they are inapplicable to the tenancy from month to month.
9. **HEADINGS**
   1. All headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Lease or any of its provisions.
   2. Any reference in this Lease to an Article, Sub Article, or Clause will mean an article, sub article or clause of this Lease unless otherwise expressly provided.
   3. Any reference in this Lease to Tenant’s covenants will be deemed to include all terms and conditions to be performed or observed by the Tenant under this Lease.
10. **AMENDMENTS**   
    1. This Lease constitutes the entire agreement between the Landlord and Tenant with respect to the subject matter of this Lease and no modification, or waiver of any provision of the Sublease will be inferred from anything done or omitted by either of the Landlord or Tenant except by an express waiver in writing duly executed by the respective party.
    2. No condoning, excusing or overlooking by the Landlord of any default by the Tenant at any time or times in performing or observing any of the Tenant’s covenants will operate as a waiver of or otherwise affect the rights of the Landlord in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Landlord except by an express waiver in writing.
11. **GOVERNING LAW** 
    1. This Lease shall be governed by and interpreted in accordance with all valid and applicable laws of the First Nation, of Canada and of the Province of \_\_\_\_\_\_\_\_\_\_\_\_.
12. **DISPUTE RESOLUTION** 
    1. All disputes arising out of or in connection with this Lease or in respect of any defined legal relationship associated with it or derived from it shall be submitted to arbitration in accordance with the Commercial Arbitration Act as amended or pursuant to any succeeding legislation and all regulations made and, from time to time, in force under this Act or any succeeding legislation provided that all proceedings shall be conducted in the English language and held within the Province of \_\_\_\_\_\_\_\_\_\_\_\_.
    2. The Landlord and Tenant agree that the jurisdiction of the arbitrator so appointed shall be limited to deciding upon the issue set forth in the joint submission for arbitration, unless the parties agree to extend the jurisdiction of the arbitrator to include deciding upon such other issues as the parties consent to. The decision of the arbitrator so appointed shall be final and binding upon the parties, who further covenant with each other that such dispute, upon being referred to arbitration shall be decided by arbitration alone and not by recourse at law.
    3. Each party shall assume its own share of the costs of the arbitration and shall share equally in the fees of the arbitration and any other general expense related to the arbitration.
13. **NOTICE**
    1. All notices under this Lease must be given in writing and delivered in accordance with this Article.
    2. All notices will be delivered to the other party and no notice shall be effective until such delivery has been made at the following addresses:

To the Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation

To the Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Notice will be deemed to have been delivered:
     1. if delivered by hand, upon receipt;
     2. if sent by electronic transmission, the next business day after the day of transmission, excluding from the calculation weekends and holidays;
     3. if sent by registered mail, four (4) days after the mailing thereof.
  2. Either Party may change the address shown in this agreement by informing the other Party of the new address, and such change shall take effect fifteen (15) days after the notice is received.

1. **TIME OF THE ESSENCE** 
   1. Time is of the essence in this Lease.
2. **SEVERABILITY**
   1. If any part of the Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Lease had been signed without the invalid portion.
3. **PLURALITY AND GENDER** 
   1. This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of the Landlord and Tenant. Every reference in this Lease to the Landlord or Tenant includes the heirs, executors, administrators, successors, assigns and other legal representatives of the party.
   2. Reference to a party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made. If a party is comprised of more than one Person then all covenants and agreements of that party will be deemed joint and several.
4. **AUTHORITY**
   1. The Landlord and Tenant each warrant and represent that they have the authority to enter into this Lease and to perform all of the covenants and agreements contained herein.

**IN WITNESS WHEREOF** the Landlord has hereunto executed this agreement on the date set out above.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Nation**

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

Chief

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

Councillor

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

Councillor

**IN WITNESS WHEREOF** the Tenant has set its corporate seal attested by the hands of its proper officers in that behalf on the date set out above.

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

c/s Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_