

Detailed Information Package

WADHAM'S OUTPOST LODGE

Rivers Inlet, British Columbia



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INTRODUCTION

Spectacular fishing lodge located in one of the world’s most renowned fishing destinations.

Colliers’ Unique Properties Group is pleased to present the sale offering of Wadham’s Outpost Lodge. Located in one of British Columbia’s most pristine and natural settings and a true sportsman’s paradise, Wadham’s Outpost Lodge is a rare opportunity to purchase your very own fishing lodge.

Accessible by boat and floatplane, Wadham’s Outpost Lodge is situated on 16.43 acres of upland in Rivers Inlet on the Mid-Coast of British Columbia, approximately 115 kilometres north of Port Hardy. For the past several years the lodge has not operated commercially but it could easily be re-opened for private use only but the lodge doors could easily be opened again and operated as a fishing sportsman destination or continue as a private retreat.

Rivers Inlet is world renowned for its incredible salmon runs, including some of the world’s largest and bountiful Chinook and Coho Salmon stocks.





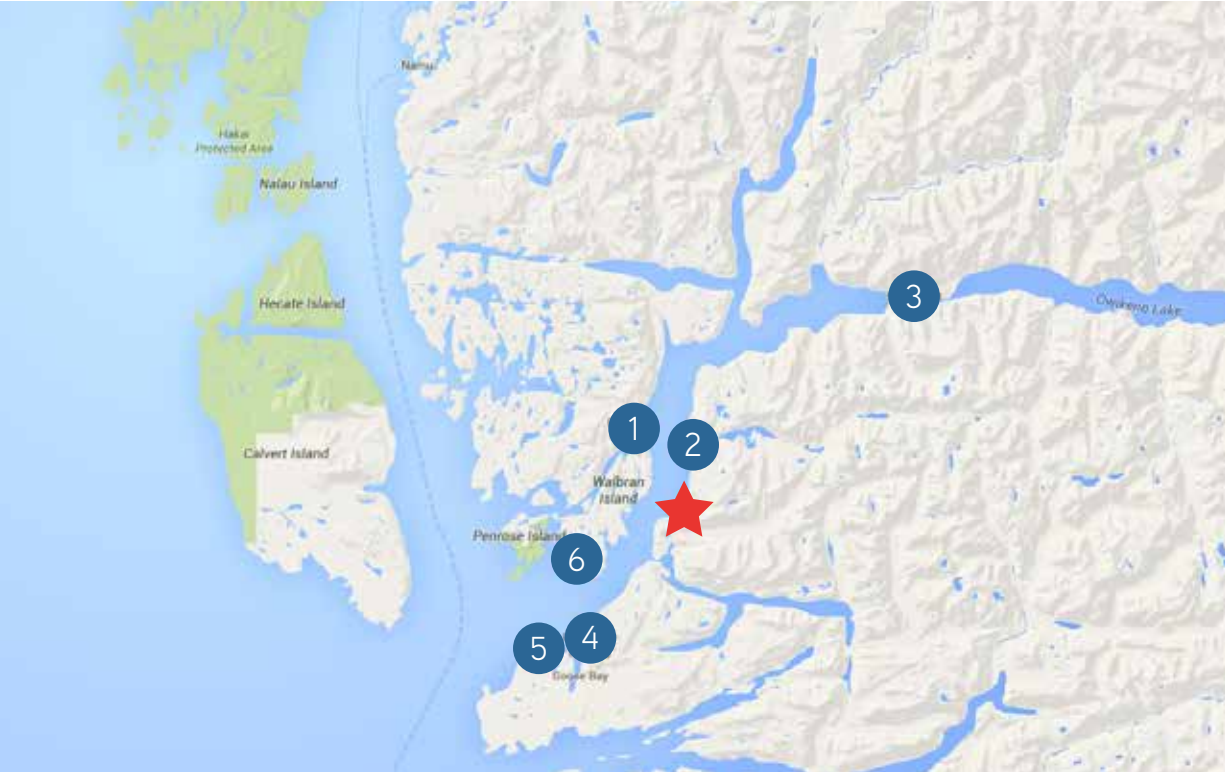
LOCATION OVERVIEW

Rivers Inlet is a narrow fjord situated on British Columbia’s central coast, just north of Vancouver Island and south of the coastal community of Bella Bella. Located within the heart of one of the world’s largest tracts of temperate rainforest, now widely known as the “Great Bear Rainforest,” Rivers Inlet is part of a diverse ecosystem and unique coastal environment. The Inlet was once a hub for 17 major commercial fish canneries. The canneries are now gone, with the only major remaining structures located at the Good Hope Cannery, where the principle structures were restored and are now in use as a private fishing resort, but the history and beauty of the area continues to resonate.

Rivers Inlet is a coastal fjord that is about 28 miles in length from its mouth to its head. The inlet is fed by Kilbella and Wannock Rivers as well as the Clyak River, which enters in a side inlet called Moses Inlet. These rivers are globally renowned for their salmon runs. The Wannock River run has reportedly produced the largest Chinook Salmon caught on the BC Coast. Today, the fishing in River’s Inlet is restricted to sportsmen anglers. The commercial fishery is a thing of the past but the huge trophy fish remain.

LOCATION OVERVIEW

Access to Rivers Inlet is by boat or floatplane only. The limited population in this region is largely seasonal and is concentrated at the village of Oweekeno at the head of the Inlet. A number of fishing resorts draw guests through the summer months, while commercial services are found in the unique floating store of Dawson’s Landing, offering fuel, a general store, post office and liquor store. There are no other services in the area.



Index	Point of Interest
1	Dawsons Landing General Store
2	Good Hope Cannery
3	Village of Oweekeno
4	Duncanby Lodge
5	Rivers Inlet Sportsman's Club
6	Legacy Lodge



PROPERTY OVERVIEW

Wadham's Outpost Lodge is a very well maintained fishing lodge on 16.43 acres of low bank waterfront. Currently utilized as a private fishing retreat, the buildings were constructed in 1997 and accommodate 20 people in its main lodge, three cabins and staff quarters. A large 325-foot pier provides access to the dock, which provides approximately 450 feet of moorage (the docks are stored off-site during winter months). Originally developed as a small scale commercial fishing resort, Wadham's smaller size makes it ideal for private recreational use, or as a boutique fishing lodge. A key feature of the property is its low bank waterfront, which is very rare within this area. Wadham's Outpost Lodge is being offered on a fully furnished basis, and is ready for occupancy.



PROPERTY OVERVIEW

Improvements

Main Lodge

The Main Lodge is situated at the south end of the property and provides 1,888 square feet of livable space including three bedrooms, each with a full ensuite bathroom, a kitchen, dining room, living room and laundry room. Built in about 1997, this well maintained lodge features post & beam and wood frame construction with wood exterior siding and a metal roof.



Cabins

The property incorporates three additional cabins all located along the waterfront with impressive views. Also built in 1997, the cabins are of post & beam and wood frame construction with wood exterior siding and metal roofs. The cabins are all furnished and well maintained.

	Area	Bedrooms	Ensuites
Cabin 1	740 sf	2	2
Cabin 2	1,296 sf	3	3
Cabin 3	1,066 sf	3	2

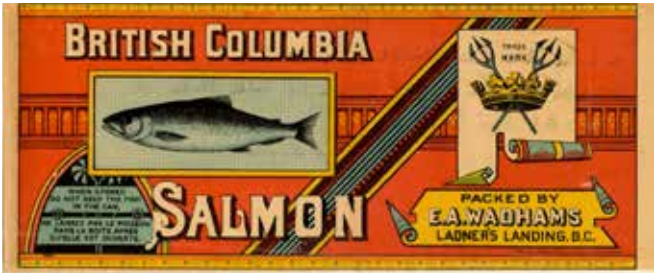
Employee Accommodation

Set back from the waterfront, the employee accommodation cabin provides six bedrooms and two bathrooms with a common living area, kitchen and laundry room within 1,248 square feet.



History

The lodge sits on the former site of the largest cannery in Rivers Inlet, Wadham’s Cannery. Founded in 1897 by E.A. Wadhams it was operated by B.C. Packers Company until 1942 when a fire caused an end to canning operations. The buildings served as a camp and net loft before finally succumbing to history. Today, only a few physical traces remain of its former glory but it lives on in the memory of those who spent their lives there.



Services

Hot water is provided by propane hot water tanks.

Heating is provided via wood burning fireplaces as well as electric baseboard heaters and portable radiant units.

A generator shed houses two generators (20 kw and 5 kw).

Water is sourced from the creek, filtered and then stored in two holding tanks.

An on-site tank and field system disposes of sewage,



Zoning and Land Use

There is no applicable zoning bylaws or land-use guidelines.



Legal Description

PID: 000-794-422
District Lot 59, Range 2, Coast District, except portion of Plan 1651R

Foreshore Licence:
That Part of District Lot 1544 Range 2 Coast District Containing 1.894 Hectares more or less

Property Taxes

CDN \$4,509.29 (2015)



Asking Price

CDN \$895,000

APPENDIX

Title

TITLE SEARCH PRINT

File Reference:


2016-02-16, 09:44:04

Requestor: Andrea Thievin

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	CA3561176
From Title Number	FA140904
Application Received	2014-01-23
Application Entered	2014-02-03
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HEARTHSTONE INVESTMENTS LTD., 989466 1844 BELLEVUE AVENUE WEST VANCOUVER, BC V7V 1B4
Taxation Authority	CARIBOO ASSESSMENT AREA
Description of Land	
Parcel Identifier:	000-794-422
Legal Description:	LOT 59 RANGE 2 COAST DISTRICT EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 1651R
Legal Notations	HERETO IS ANNEXED RESTRICTIVE COVENANT J54898 OVER LOT 1107, RANGE 2, COAST DISTRICT, LOT 205, RANGE 2, COAST DISTRICT AND LOT 60, RANGE 2, COAST DISTRICT
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

Foreshore Licence


BRITISH
COLUMBIA

LICENCE OF OCCUPATION

Licence No.: 515653

File No.: 5402095

Disposition No.: 857576

THIS AGREEMENT is dated for reference April 6, 2007 and is made under the *Land Act*.

BETWEEN:

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

(the “Province”)

AND:

GOOD HOPE CANNERY LTD.
(Incorporation No. BC0764006)
1844 Bellevue Ave
West Vancouver, BC V7V 1B4

(the “Licensee”)

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

“**Agreement**” means this licence of occupation;

“**Commencement Date**” means April 6, 2007;

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

“**Fees**” means the fees set out in Article 3;

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

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

THAT PART OF DISTRICT LOT 1544 RANGE 2 COAST DISTRICT
CONTAINING 1.894 HECTARES MORE OR LESS,

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

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

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

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

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

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

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

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

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

ARTICLE 2 - GRANT AND TERM

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

ARTICLE 3 - FEES**3.1 You will pay to us:**

- (a) for the first year of the Term, Fees of \$1,650.00, payable in advance on the Commencement Date; and
- (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.

3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

ARTICLE 4 - COVENANTS**4.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and

- (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as permitted in the Management Plan and, despite the Management Plan, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with

the provisions of the *Environmental Management Act*;

- (m) not use construction materials containing toxic substances, except in marine waters where the use of a preservative-treated wood may be necessary;
- (n) not without prior written consent from us
 - (i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) provide without compensation temporary accommodation to any vessel that is disabled or that seeks shelter in weather conditions that would render it unseaworthy;
- (q) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 12 months;
- (r) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (s) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (t) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

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

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

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

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(s), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional

Licence	File No.: 5402095 Disposition No.: 857576
<p>advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the <i>Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act</i> (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;</p>	
(d)	you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
(e)	we may make other dispositions of or over the Land;
(f)	you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
(g)	subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
(h)	you will not commence or maintain proceedings under section 65 of the <i>Land Act</i> in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
(i)	you will not dredge or displace beach materials on the Land without our prior written consent;
(j)	you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;
(k)	you will not interrupt or divert the movement of water or of beach materials by water along the shoreline without our prior written consent;
(l)	you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
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Licence	File No.: 5402095 Disposition No.: 857576
(m)	any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(t)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(t)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(t)(iii); and
(n)	if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.
ARTICLE 6 - SECURITY AND INSURANCE	
6.1	On the Commencement Date, you will deliver to us security in the amount of \$25,000.00 which will
(a)	guarantee the performance of your obligations under this Agreement;
(b)	be in the form required by us; and
(c)	remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
6.2	Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
6.3	We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
6.4	After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
6.5	You acknowledge that we may, from time to time, notify you to
(a)	change the form or amount of the Security; and
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- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
- (i) placed with insurers licensed in British Columbia,
- (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
- (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

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

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

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 - ASSIGNMENT

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

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot 59, Range 2 Coast District, except that part shown outlined in red on Plan 1651R;

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

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

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

8.3 You agree with us that

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

Act.

ARTICLE 9 - DISPUTE RESOLUTION

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

ARTICLE 10 - NOTICE

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

to us

MINISTRY OF AGRICULTURE AND LANDS
201 - 172 N 2nd Avenue
Williams Lake, BC V2G 1Z6;

to you

GOOD HOPE CANNERY LTD.
1844 Bellevue Ave
West Vancouver, BC V7V 1B4;

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

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

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

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

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

(b) you diligently attempt to remove the delay.

11.6 You agree with us that


(a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

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

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

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


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

SIGNED on behalf of **GOOD HOPE CANNERY LTD.**
by a duly authorized signatory


Authorized Signatory

UNIQUE PROPERTIES | P. 31

UNIQUE PROPERTIES

UniqueProperties.ca

WADHAM'S OUTPOST LODGE

Rivers Inlet, British Columbia



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