SLEIPNER LODGE No 8
COUNTRY CLUB LEASE

For the Term January 1, 2023 to
December 31, 2027

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ATTACHED:

Schedule “A” – Rules and Regulations

Schedule “B” – The Plan (Property Map)

Schedule “C” – Member and Guest Rental Fees

Schedule “D” – Definitions

Schedule “E” – Lease Invoice Agreement

Schedule “F” – Basic Rent

Available on request:

- Zoning By-Law No. 1190, 2012 of the Fraser Valley Regional District

- Covenant under Registration CA3194097 filed at the New Westminster Land Title Office

WHEREAS:

A. The Lodge is a fraternal organization one of whose objectives is to operate a social club for the benefit of the Lodge's members and their guests.

B. The Tenant is a full member of the Lodge pursuant to the Lodge bylaws.

C. The Lodge is the owner of recreational property located at 11901 Seux Road, Mission, British Columbia, legally described as:

PID: 010-485-546, Lot 4 Section 13 Township 18 New Westminster District Plan 19417 (the "Property"). Commonly referred to as "Hatzic".

D. The Property is subject to restrictions under the Zoning Bylaw No. 1190, 2012 of the Fraser Valley Regional District and the Covenant under Registration CA3194097 filed at the New Westminster Land Title Office. Both documents are available electronically on request to the Lodge Secretary.

E. The Lodge has agreed to lease a portion of the Property, being the Lot described herein, to the Tenant, to use, occupy, and enjoy subject to the terms in this Lease.

F. The Board of Directors of the Lodge represent the Lodge in the management of the Property and act on behalf of the Lodge.

G. Capitalized terms used in this Lease have the meanings given to them in Schedule "D" - Definitions.

ARTICLE 1 – DEMISE AND TERM

1.1 Demise

In consideration of the rents, covenant and agreements contained in this Lease, which are to be paid, observed and performed by the Tenant, the Lodge hereby demises and

leases to the Tenant the Lot to have and to hold for the Term unless earlier terminated as provided for in this Lease.

1.2 Licence for the Common Areas and Facilities

The Lodge hereby grants to the Tenant for the Term as an appurtenant part of this Lease, for use by the Tenant, Registered Site Users (as defined herein) guests and invitees, in common with the Lodge and the other tenants of the Property (including their Registered Site Users, guests and invitees), the non-exclusive license to use the Common Areas and Facilities on the days and during the hours stipulated by the Lodge from time to time, in accordance with rules and regulations promulgated by the Lodge from time to time, and in any event on the terms and conditions set out in this Lease.

ARTICLE 2 – LEASE PAYMENT (RENT)

2.1 Amount of Rent

The Tenant covenants and agrees to pay to the Lodge, without any set off, compensation or deduction whatsoever on the days and at the times specified in this Lease, the following amounts:

a. The Basic Rent ("Rent") for each and every year of the Term is set out in Schedule "F" – Basic Rent.
b. The Lodge may increase the Basic Rent to a maximum of 8% annually. The Tenant will be given reasonable notice of any increase.
c. Basic Rent, receipt of which is acknowledged by the Lodge.
d. All other sums of money required under this Lease to be paid to the Lodge by the Tenant, as Additional Rent.

2.2 Rent Due & Post-Dated Cheques

Basic Rent shall be paid by the Tenant to the Lodge when due at the office of the Lodge or such other place as the Lodge may designate from time to time. The Tenant may pay Basic Rent for each year of the Term by way of post-dated cheques (up to a maximum of 6 equal instalments) which must be delivered to the Lodge prior to March 30th. The Basic Rent for each year of the Term must be paid in full on or before the 1st day of September.

Payment can be paid in full via e-transfer or Cheque or up to a Maximum of 6 equal instalments (via post dated cheque only, no e-transfers for instalments).

2.3 Registered Site User Fee

The Tenant shall pay the Registered Site User Fee, as per Schedule “D” – Definitions, in respect of each Registered Site User at the time and in the manner in which Basic Rent is paid, except in the case of Registered Site Users added during the Term, for whom the Registered Site User Fee is payable at the time of designation pursuant to Section 3.3 and is not subject to proration.

2.4 Special Assessment

The Lodge may charge to the Tenant, by notice in writing to the Tenant, a special assessment (“Special Assessment”) for expenses not provided for in the current operating budget, including,but not limited to:

a. property taxes;
b. maintenance costs; or
c. capital expenditures, for the Property.

A Special Assessment is due and payable by the Tenant on the date specified by the Lodge in its written notice of the Special Assessment.

2.5 Storage Charges

If the Tenant stores any recreational vehicle on the Property, other than on the Lot pursuant to Lodge policies, the associated storage fee shall be an Additional Rent hereunder. Refer to Schedule “A” - Rules and Regulations.

2.6 Lodge’s Rights on Unpaid Additional Rent

If, and so often as, the Tenant does not pay an item of Additional Rent when due, the Lodge has the same rights and remedies and may take the same steps for its recovery as for the recovery of Basic Rent in arrears.

2.7 Interest and Costs on Unpaid Basic Rent

If the Tenant fails to pay Rent promptly when due, then the Tenant will pay to the Lodge interest on unpaid Rent at a rate equal to the Interest Rate from the date on which such Rent was due until the Lodge's actual receipt of payment of the unpaid Rent and the interest due hereunder. If any cheque is returned unpaid, the Tenant will pay to the Lodge a processing fee equal to the greater of:

a. $50.00 per cheque; or
b. the costs the Lodge incurs as a result of any such default of payment. This processing fee is charged as Additional Rent, and not as a penalty or interest, for the purposes of defraying the Lodge's expenses incidental to the processing of any such overdue payments. If no set agreement with pre-arranged post-dated cheques, interest will begin by due date.

ARTICLE 3 – USE

3.1 Permitted Uses

The Tenant will use the Lot only in conformity with the Rules and Regulations – Schedule "A". The Lot may be occupied by the Tenant and/or Registered Site Users for a maximum, in the aggregate, of 120 overnight stays in any calendar year. The Lot must not be used for any unlawful purpose.

3.2 Use by Registered Site Users

A Registered Site User may occupy the Lot and use the Common Areas and Facilities pursuant to this Lease without the Tenant being present.

3.3 Designation of Registered Site Users

The Tenant may designate up to 10 Registered Site Users for the Term, either by listing them in the front section of this Lease or by written notice to the Lodge during the Term, provided each person so designated either:

a. meets all of the following conditions:
    i. the person is a full member of the Lodge in good standing for two or more years;
    ii. the person is a relative of the Tenant or of the Tenant's spouse; and

iii. the person is of legal age,

or

b. is approved by the Lodge as a Registered Site User in its sole, absolute and unfettered discretion, and the Tenant has paid the Registered Site User Fee applicable to such person.

3.4 Guests and Guest Fees

The Tenant or a Registered Site User may have day or overnight Guests provided:

a. the Tenant pays the Guest Fee as set out on Schedule “C” in respect of each Guest, if applicable;
b. the Tenant or a Registered Site User is present at all times when any Guest or Visitor is on the Property;
c. the number of Guests and Visitors and duration of their visits does not unreasonably disturb other users of the Property;
d. in the case of a gathering of 20 or more persons, the Tenant has sought and obtained permission in advance from the Lodge, which may be denied at the discretion of the Lodge;
e. all Guests and Visitors comply at all times with the Rules and Regulations – Schedule “A”;
f. each Guest is registered with the Park Manager, except a Guest or Visitor who is a minor child of the Tenant or a Registered Site User is exempt from paying Guest Fees. Refer to Schedule “C” for rates.

3.5 Liability of Tenant

The Tenant is at all times liable for the actions of every Guest and every Registered Site User permitted on the Property pursuant to this Lease, and must pay on invoice by the Lodge, as Additional Rent hereunder, all expenses reasonably incurred by the Lodge to put right any damage caused by the Tenant, a Registered Site User or a Guest.

3.6 Camping

No Tenant, Registered Site User or Guest is entitled to camp on the Property other than on the Lot, except on compliance with the Rules and Regulations (and subject to

exceptions contained in the Rules and Regulations). Any use of the Lot by a Guest for camping purposes (other than in the Trailer permitted on the Lot if the Lot is a Trailer Site) is subject to the same charge as would be levied by the Lodge from time to time for camping elsewhere on the Property, and theTenant must pay such charges on invoice by the Lodge, as Additional Rent hereunder. Refer to Schedule “C” - Member and Guest Rental Fees.

3.7 Parking

The Tenant and any Registered Site User or Guest must comply with parking regulations as set out in Schedule “A” - Rules and Regulations.

ARTICLE 4 – RENEWAL

4.1 Renewal

The Tenant has no inherent right of renewal pursuant to this Lease, and any right of the Tenant, pursuant to the Lodge bylaws or otherwise, to lease the Lot after the end of the Term, is not enforceable as an obligation pursuant to this Lease.

ARTICLE 5 – TAXES

5.1 Taxes

The Tenant shall pay to the Lodge at the times required by the applicable legislation any goods and services taxes payable under the *Excise Tax Act* (Canada) or such other tax as may be substituted therefore from time to time. It is the intention of the Parties that the Lodge will be fully reimbursed by the Tenant with respect to all sales taxes at the full rate applicable from time to time in respect of Rent or the Lease of the Lot under this Lease.

ARTICLE 6 – INSURANCE

6.1 Tenant to Insure

The Tenant will take out and keep in force during the Term and during such other time as theTenant occupies the whole or any part of the Lot:

a. personal Liability insurance, including coverage for owners and contractors protective, personal injury or death, occurrence property damage or loss, to the combined limit as may be reasonably required by the Lodge from time to time, but,

in any case, not less than $2,000,000 (two million dollars) with respect to injury or death to a single person or any one incident concerning property damage;

b. tenant's physical damage insurance on all Improvements on the Lot;
c. such other insurance or any change to the above insurance, all in such amount and on such terms as the Lodge may require on not less than 14 days notice to the Tenant.

The Tenant will promptly pay the cost or premium for each and every such policy and provide the Lodge with evidence of the insurance policies described in this Article 6 within 14 days of obtaining or renewing such policies. In all cases, evidence of current insurance policies as described in this Article shall be delivered to the Lodge on or before the Commencement Date.

ARTICLE 7 – REPAIRS, MAINTENANCE AND LIENS

7.1 Tenant's General Duty

The Tenant will at all times during the Term, at its sole cost and expense:

a. repair, maintain, keep the Lot in good order and repair, as a careful owner would do; and
b. repair, maintain and keep all Improvements and all other improvements, equipment fixtures now or hereafter in or made to the Lot in good order and repair and renew and replace them when necessary, as a careful owner would do (reasonable wear and tear excepted).

7.2 Fulfilment of Duty

The Tenant will, when necessary, and when on receipt of notice from the Lodge, effect and pay for such maintenance, repairs or replacements as may be the responsibility of the Tenant under Section 7.1 (provided however that the Tenant receive the prior written consent of the Lodge as required under this Lease). If the Tenant fails to comply with a reasonable request of the Lodge to effect repairs, replacements, or maintenance within the time provided for by the Lodge, the Lodge may cause such repairs, replacements or maintenance to be undertaken and the cost of which, plus a sum equal to 20% of such cost for the Lodge's overhead, administration and supervision, will be paid by the Tenant as Additional Rent.

7.3 Written Consent Required

The Tenant shall not make, or permit to be made, any changes, alterations, replacements, substitutions, or additions to the Improvements without the written consent of the Lodge, which consent may not be unreasonably withheld, and in conformance with Schedule “A” - Rules and Regulations.

7.4 Builder’s Liens & Encumbrances

The Tenant will not permit, do, or cause anything to be done to the Lot which would allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed or to remain on the Lot. If any lien or other encumbrance is registered by a contractor or subcontractor of the Tenant, the Tenant will immediately cause the lien or encumbrance to be discharged at its own cost. If the Tenant fails to proceed with due diligence to discharge any such lien or encumbrance, the Lodge will be at liberty to pay and discharge any such lien or encumbrance on giving the Tenant 7 days notice of its intention to do so. Any amount so paid together with any disbursement and costs incurred by the Lodge, any legal costs incurred by the Lodge (on a full indemnity basis), will be paid by the Tenant as Additional Rent.

7.5 Access and Inspection

The Tenant will permit the Lodge and any agent, servant, employee and contractors of the Lodge to enter the Lot and the Improvements at any reasonable time on 48 hours’ notice (and in an emergency at any time whatsoever without notice) for any or all of the following purposes as the Lodge sees fit in its sole discretion:

a. examining the state of maintenance, repair and order of the Lot and Improvements. The Lodge may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs as may be found necessary from such examination. The failure of the Lodge to give such notice does not, however,relieve the Tenant from the Tenant’s obligation to maintain, repair and keep the Lot and Improvements in good order and repair as required by this Lease;
b. maintenance, repairs or improvements to the Property;

c. ensuring compliance by the Tenant with the Tenant's obligations under this Lease; and
d. removing any article or remedying any condition which, in the opinion of the Lodge, would be likely to lead to the cancellation of any policy of insurance on the whole or any part of the Property,

and such entry by the Lodge will not be deemed to be a re-entry nor be deemed to be an eviction of the Tenant or otherwise a breach by the Lodge under this Lease.

ARTICLE 8 – LODGE OBLIGATIONS

8.1 Water Supply

The Lodge shall install and maintain one water service to the Lot. Subject to section 8.2, all other utilities are the responsibility of the Tenant. The Lodge does not warrant the uninterrupted supply of water to the Lot.

8.2 Electricity Supply

The Lodge shall install and maintain one electrical service to the Lot if it is identified on the facepage of this lease as a Trailer Site. The Lodge does not warrant the uninterrupted supply of electricity to the Lot.

8.3 Repairs & Alterations

Except as set out in sections 8.1 and 8.2, the Lodge is not responsible for any repairs or alterations in or to the Lot or the Improvements.

ARTICLE 9 – IMPROVEMENTS

9.1 Construction and Installation of Improvements

The Tenant covenants and agrees that:

a. it will not begin any work on the Lot until plans and specifications relating to the aesthetics of the work have been supplied to the Lodge and approved by the Lodge in writing and the Tenant has obtained at its sole cost and expense all required approvals and permits from all relevant authorities, including but not limited to the Fraser Valley Regional District;

b. any improvements made by the Tenant without the prior written consent of the Lodge or not made in accordance with the Tenant's obligations under this Lease will, if requested by the Lodge, be promptly removed by the Tenant at the Tenant's sole cost and expense. If the Tenant does not comply with these requirements and remedy any default within the time frame specified by the Lodge within the time frame specified in written notice, the Lodge has the right (but not the obligation) to remove non-approved improvement, the cost of which, plus a sum equal to 20% of such cost for the Lodge's overhead, administration and supervision, will be paid by the Tenant as Additional Rent;
c. all changes, alterations, additions and improvements, whether structural or otherwise, will comply with all applicable laws, will be carried out by the Tenant or its contractor with all due diligence in a good and workmanlike manner; and
d. the Tenant will be responsible for all clean up of construction debris caused by its contractors or subcontractors and other workmen involved in connection with the performance of any construction or other works by the Tenant. The Tenant will provide its own garbage bins for the disposal of refuse and other debris relating to its construction or other works and will be prohibited from using the Lodge's bins for such purposes. If the Tenant does not comply with these requirements and remedy any default to the Lodge's satisfaction within 24 hours of written notice, the Lodge has the right (but not the obligation) to arrange for the necessary clean up and bin rental, the cost of which, plus a sum equal to 20% of such cost for the Lodge's overhead, administration and supervision, will be paid by the Tenant as Additional Rent;
e. the Tenant will at all times comply with provisions in Schedule "A" - Rules and Regulations applicable to construction on the Lot.

9.2 Ownership of Improvements

Subject to the Lodge's right of distrain, all Improvements on the Lot will remain the Property of the Tenant.

ARTICLE 10 – RULES AND REGULATIONS

10.1 Registered Site Users, Guests and Invitees

The Tenant will, and will cause each of its Registered Site Users, guests and invitees to, comply with and observe the Rules and Regulations – Schedule “A”.

10.2 Responsibilities Applicable to Registered Site Users

a Responsibility – To uphold all Rules and Regulations as applicable to Tenants

b. Under no circumstances does the Registered Site User have permission to represent or act on behalf of the Primary Tenant.

10.3 Changes to the Rules and Regulations

The Lodge will communicate any amendments or changes in Schedule “A” - Rules and Regulations to the Tenant in writing, and after such communication such change or amended Rule and Regulation be those in force until further amended and further notice of the amendment to the Tenant is delivered.

10.4 Enforcement of Rules and Regulations

The Lodge will have available to it all remedies in this Lease for the enforcement of Schedule “A” - Rules and Regulations provided for a breach hereof and all legal remedies, whether provided in this Lease, at law or in equity. The Lodge will not be responsible or liable to the Tenant for the non-observance or violation of the Rules and Regulations by any other tenant of the Property. Furthermore, the Lodge will not be responsible for the non-enforcement of the Rules and Regulations against any tenant of the Property, or for any loss or damage arising out of the same.

10.5 Nuisance

The Tenant will not carry on, perform or suffer or permit to be carried on, on the Lot or at the Property anything, act or engage in any activity, which may be deemed a nuisance or a menace or which in any way may injure the whole or any part of the Property. The Tenant will not use or permit any part of the Lot to be used in such a manner as to cause a nuisance nor to cause or permit annoying noises. The Tenant agrees that the Lodge will determine in its own discretion if any such state or condition exists.

ARTICLE 11 – RELEASE, WAIVER AND INDEMNITY

11.1 Release

It is agreed between the Parties that the Lodge will not be liable or responsible in any way for any loss, damage or injury to persons or property, including death, suffered by the Tenant, any Registered Site User, or any person permitted on the property by the Tenant or a Registered Site User, unless resulting from the negligence of the Lodge or those for whom it is in responsible in law.

11.2 Flood Release and Indemnity

The Tenant acknowledges the possibility of damage to the property or loss of life caused by flood and/or a debris-flow flood (in this section, “Geotechnical Hazards”) from Legace Creek. Without limiting the generality of the release in section 11.1, the Tenant hereby releases the Lodge from any claim the Tenant may now or hereafter have and to covenants to at all times indemnify, protect and save harmless the Lodge from and against all actions, causes of action, claims and demands of every kind, description and nature whatsoever (including those of the Tenant, of any Registered Site User, or of any person permitted on the Property by them) arising out of or in any way related to:

a. Geotechnical Hazards associated with the Property; and/or
b. the construction or installation of any Improvement on the Lot, whether before or after execution date of this Lease.

11.3 Environmental Covenants and Indemnity

The Tenant will, at its sole cost and expense, keep the Lot free of contaminants or hazardous substances under environmental laws, statutes, bylaws or regulations of any governmental authority having jurisdiction. The Tenant will be liable for any and all costs (including all legal costs) directly or indirectly arising out of or attributable to the release of contaminants in, on or under the Lot or Property. Furthermore, the Tenant hereby indemnifies and saves harmless the Lodge, and the Lodge’s officers, directors, servants and employees from and against any and all costs, liabilities, claims and damages (including direct and indirect legal costs of the Lodge) in any way relating to the breach of this Section.

ARTICLE 12 – TERMINATION

12.1 Event of Default

If and whenever any one or more of the following events occur, each will be an "Event of Default":

a. any Rent is not paid when due pursuant to the terms of this Lease (whether lawfully demanded or not) or there is non-payment of any other sum which theTenant is obligated to pay hereunder; and such non-payment of Rent or any other sum continues for 7 days after notice to the Tenant;
b. the Lot is used by a person other than the Tenant, the Tenant's Registered Site Users, and their guests permitted hereunder;
c. any insurance policy required to be placed by the Tenant is cancelled or lapses;
d. the Tenant fails to fully and regularly perform any of its obligations under this Lease or strictly comply with Schedule "A" - Rules and Regulations;
e. the Tenant ceases to be a member in good standing of the Lodge.

12.2 Remedies

If and whenever an Event of Default occurs, then without prejudice to, and under reserve of, all other rights and remedies which the Lodge has under this Lease, at law or in equity, the Lodge will have the following rights and remedies (at the Lodge's sole option), which are cumulative and not alternative:

a. to re-enter the Lot and Improvements in the name of the whole and the Lodge will have again, repossess and enjoy as of the Lodge's former estate, notwithstanding anything to the contract contained in this Lease;
b. to terminate this Lease, with or without notice to the Tenant (whether or not the Lodge has previously elected or pursued any other right or remedy);
c. to remedy or attempt to remedy any Event of Default for the account of the Tenant and to enter the Lot and Improvements for such purposes (in which case no notice of the Lodge's intention to perform such obligations or remedy such Event of Default need be given to the Tenant);
d. to recover from the Tenant all damages, costs and expenses incurred by the Lodge as a result of the Event of Default or breach of any of the Tenant's obligations;
e. to recover from the Tenant any arrears of Rent unpaid and any other amounts

owing by the Tenant under this Lease including the Basic Rent for the remainder of the year .

12.3 Notice of Termination by Tenant

Notwithstanding anything in this Lease, this Lease may be terminated by the Tenant by giving 30 days prior notice in writing to the Lodge.

12.4 Removal of Improvements and Trailers on Termination

On expiry of the Term or earlier termination of this Lease, unless the Lodge grants a further lease of the Lot to the Tenant, the Tenant will, at the Tenant's sole expense within 30 days following the termination date:

a. remove all Improvements and Trailers from the Lot and restore any damage to the Lot caused by their installation or removal; and
b. clear the Lot of all property and debris and leave it in a good and sanitary condition.

failing which the Tenant will be conclusively deemed to have abandoned the Improvements and the Trailer(s) and the Improvements and the Trailer(s) shall become the property of the Lodge, without any payment, reimbursement, or indemnity by Lodge to the Tenant. This provision shall serve as notice to the Tenant that the Lodge intends to dispose of or sell the Improvements and Trailer(s) after 120 days following the termination date.

12.5 Sale of Improvements upon Expiry or Termination of the Lease

a. The Tenant has obtained the Lodge's prior written consent for the sale of improvements on the Lot, which may be withheld in the sole, absolute and unfettered discretion of the Lodge.
    i. Where consent has been granted by the Lodge, the Tenant must:
        1. provide prospective purchaser(s) with a disclosure statement, which will serve to outline all known deficiencies of all Improvements on the Lot; and
        2. have all transfers of Improvements completed no later than the Lease termination date.

b. The new Leaseholder (purchaser) assumes all liability in relation to improvements.

12.6 New Leaseholder Accepts Existing Improvements on a Lot Prior to Becoming a Tenant – no purchase

a. Where a Tenant has notified and obtained the Lodge's prior written consent to transfer ownership of Improvements on the Lot without sale to a prospective Leaseholder, which consent may be withheld in the sole, absolute and unfettered discretion of the Lodge:
   i. The Leaseholder must accept the improvements; and,
   ii. The Tenant must:
      1. provide the Leaseholder with a disclosure statement, which will serve to outline all known deficiencies of all Improvements on the Lot; and,
      2. have all transfers of Improvements completed no later than the expiration of the Term of the Lease.

b. The prospective Leaseholder must assume all liability in relation to the Improvements from the existing Tenant prior to becoming a Tenant.

ARTICLE 13 – ASSIGNMENT AND SUBLETTING

13.1 Prohibition Against Assignment and Subletting

Except as set out in Sections 13.2 to 13.4, the Tenant may not assign this Lease in whole or in part, or sublet all or any part of the Lot, without first obtaining the written consent of the Lodge which may be withheld in the sole, absolute and unfettered discretion of the Lodge.

13.2 Assignment of Lease – Cabin Lot

If the Lot is a Cabin Lot, the following provisions apply:

a. The Tenant may assign this Lease and the Tenant's interest in the Lot only if:
   i. the Tenant has obtained the Lodge's prior written consent to the assignment, which may be withheld in the sole, absolute and unfettered discretion of the Lodge;
   ii. the assignee enters into an agreement in writing with the Lodge to assume

and be bound by the terms of this Lease; and

iii. the assignee purchases all Improvements installed or constructed on the Lot, and assumes all liability in relation thereto.

b. If the Tenant wishes to assign this Lease and the Tenant's interest in the Lot, the Tenant must:

i. provide prospective purchaser(s) with a disclosure statement, which will serve to outline all known deficiencies of all Improvements on the Lot, including the septic field; and

ii. make a written application to the Lodge for consent to the assignment and the intended transaction, and provide all information reasonably requested by the Lodge in relation to the assignee and the transaction,including a copy of the assignment agreement.

c. Following receipt of the Tenant's application for consent, the Lodge will grant or withhold consent to the assignment within a reasonable time and may grant consent on conditions.

13.3 Assignment of Lease – Trailer Site

If the Lot is a Trailer Site, the following provisions apply:

a. The Tenant may assign this Lease and the Tenant's interest in the Lot only if:

i. the Tenant has obtained the Lodge's prior written consent to the assignment, which may be withheld in the sole, absolute and unfettered discretion of the Lodge and;

ii. the assignee enters into an agreement in writing with the Lodge to assume and be bound by the terms of this Lease.

iii. where there are improvements, the assignee may purchase any or all improvements installed or constructed on the Lot as agreed upon by the Tenant. The assignee assumes all liability in relation thereto.

b. If the Tenant wishes to assign this Lease and the Tenant's interest in the Lot, the Tenant must:

i. provide prospective purchaser(s) with a disclosure statement, which will serve to outline all known deficiencies of all improvements on the Lot; and

ii. make a written application to the Lodge for consent to the assignment and

the intended transaction, and provide all information reasonably requested by the Lodge in relation to the assignee and the transaction, including a copy of the assignment agreement.

c. Following receipt of the Tenant's application for consent, the Lodge will grant or withhold consent to the assignment within a reasonable time and may grant consent on conditions.

13.4 Assignment of Lease due to Incapability or Death

Except as set out in Section 14.3, where a Leaseholder(s) (cabin or trailer) who is unable to engage in the process outlined in paragraphs 13.2 or 13.3, as a result of death or being mentally incapable, then:

a. The leaseholder's immediate family shall be given the first opportunity to assume the lease where they are a Lodge member in good standing for two or more years.
   i. immediate family includes parents, immediate siblings, spouse and adult children.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Joint and Several

If there is more than one person leasing the Lot as Tenant, those persons shall be jointly and severally liable for any obligations contained under this Lease and Schedule "A" - Rules and Regulations. No more than two Sleipner members shall be named as Tenants on the Lease Agreement.

14.2 Law

The parties hereby agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of disputes arising out of this Lease. .

14.3 Enurement

This Lease enures to the benefit of and is binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

14.4 Severability

If any provision of this Lease is found to be illegal or unenforceable for any reason, it will be considered separate and severable from this Lease and the remaining provisions of this Lease will remain in force and be binding upon the Parties as though the Lease has been executed without the illegal or unenforceable portion.

14.5 Entire Agreement

This Lease, together with the Schedules attached hereto, constitutes the entire agreement between the Parties which may only be amended by written agreement by the Parties (except as expressly set out in this Lease). This Lease supersedes any and all prior oral or written agreements between the Parties.

14.6 Authority

The Board of Directors of the Lodge shall have full authority in all matters relating to Leases, allocations of Lots and management of the Property.

14.7 Schedules

The schedules attached to this agreement will be read in conjunction with the Lease and form part of this Lease.

14.8 Notice

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Lease will be given or made either in writing and personally delivered, or sent by e-mail addressed:

a. if to the Lodge, to The Chairperson of the Hatzic Committee and the Secretary of the Lodge at the delivery address or email address provided by the Lodge for the purpose from time to time, or to such other address of which the Lodge may from time to time notify theTenant in writing;
b. if to the Tenant, then, to the Tenant's physical address or electronic mail address set out on the first page of this Lease or to such other address of which the Tenant may, from time to time, notify the Lodge in writing.

The time of giving or making such notice, demand, request, consent or objection will be

one business day after being so delivered or electronically mailed. If, in this Lease, two persons are named as Tenants, such notice, demand, request, consent or objection will be sufficiently given or made if and when it is given to any one of such Persons. All payments required to be made by this Lease will be addressed as provided for in this Section unless otherwise directed by the Lodge.

SONS of NORWAY

SCHEDULE "A"
SLEIPNER LODGE No 8

RULES and REGULATIONS

For the Term of January 1, 2023 to December 31, 2027

CODE OF CONDUCT

There is an expectation that all persons enjoy activities at any Sleipner Lodge property and be treated with dignity and respect.

All Sleipner Lodge members, staff and visitors are expected to conduct themselves in a manner that:

- Creates a positive environment and culture,
- Acknowledges that Sleipner Lodge is a family-friendly organization, and therefore refrains from any behaviour that constitutes harassment or using obscenities, threatening or aggressive behaviour,
- Observes the proper etiquette for whatever Lodge activity in which they are participating,
- Is reflective of being an ambassador for Sleipner Lodge when participating in Lodge or community events,
- Does not damage the character, integrity, goodwill, property, and community view,
- Does not misrepresent their position and/or authority to others.

QUALIFICATIONS

1. Applicants must have maintained their primary "membership in good standing" for at least two years with the Lodge prior to applying for a lease.

2. All Tenants and Registered Site Users must be members in good standing of the Lodge.

3. No one shall hold more than one lease or occupy more than one Lot at any time.

RULES AND REGULATIONS

Every Tenant, Registered Site User and Guest is subject to the following obligations and restrictions:

4. The Tenant will complete general annual cleanup of that Tenant's Lot by June 1st. of each year including the removal of tarps. Tarps/coverings shall be of neutral colours (white, beige, green or brown).

5. The Hatzic Committee (HC) Chair directs and oversees the caretakers (Park Managers) in their work and conduct at the Property. Members and visitors have no authority to instruct caretaker staff in job performance and duties. Any concerns or complaints regarding caretaker staff duties should be forwarded to the HC Chair in writing.

6. No storage of, but not limited to, ATVs, utility trailers, boats or any other vehicles (other than one Trailer on a Trailer Site, and bicycles on all Lots) will be permitted on the Lot or Property. Parking of ATV's or boats is permitted only while the Leaseholder is in residence and the parking is safe and respectful of fellow Leaseholders and their sites. Where a site cannot accommodate said vehicles, please refer to Caretakers or HC Chair. Offending vehicles will be removed at owner's expense.

7. Off-season storage of, but not limited to, RV's, trailers, motor homes belonging to members in good standing of the Lodge, will be available between October 15th and April 15th in designated locations on the Property. Storage fees will be set by the Lodge. All stored RVs must be removed by April 1st. Application for off- season storage must be submitted in writing to the HC for approval.

8. No planting or clearing of trees or shrubs or building/altering of fencing is permitted without written consent from the HC.

9. Each Lot is for the use and enjoyment of the Tenant and his/her family. The minors within the family, on reaching the age of 19, if not members of the Lodge, shall be

treated as Guests and subject to Member and Guest Fees. Refer to Schedule "C" - Member and Guest Rental Fees.

10. No disturbance or loud noise is permitted between the hours of 11:00 PM and 8:00 AM on weekdays, and from12:00 AM to 8:00 AM on Fridays, Saturdays and evenings before Statutory Holidays.

11. The Criminal Code of Canada applies to all members and guests on the Property. Contact the local police regarding criminal or suspected criminal activity. Call 911 in emergency circumstances.

12. PARKING:

    a. Every Lot, must make allowances for at least one, but not more than two, parking spots on said leased Lot for vehicles including, but not limited to, ATV's, boats, motorcycles. One vehicle and one boat will be considered as two vehicles. Parking of vehicles is permitted only if Leaseholder or RSU is in residence and the vehicles are able to be parked in a safe and respectful manner. All other motor vehicles must be parked in designated guest parking areas only. Parking is not permitted on the creekside or on common areas. Please refer to the Caretakers or HC Chair for options where there are site size limitations and to confirm if offsite parking is an option. During busy times in the Park, parking may not be available, parking outside Park property is an option that may be enforced. No more than two motor vehicles may be parked on or adjacent to any Lot at any time. All other motor vehicles must be parked in designated parking areas only.

    b. Any vehicle left unattended for an extended period of time may be subject to 'Off-Season' storage charges as set out above in these Rules and Regulations in respect to Article 2.5 of the Lease Agreement.

    c. Any vehicle left unattended for extended period of time without approval by the Lodge and Caretakers, will be subject to removal.

d. Any sites that prevent the accommodation of vehicles, the Leaseholders of these sites will be advised to relocate such vehicles in pre-assigned areas approved by the Board and regulated by the Caretakers.

e. No vehicles of any kind, under any circumstances, shall block roadways and will be subject to immediate removal.

13. No unlicensed vehicles (i.e. motorcycles, dirt bikes, scooters, ATV's, snowmobiles) may be driven on the property other than recognized handicapped transportation.

14. All dogs must be on leash at all times except during designated off-leash periods, of 9AM to 10AM and, 6PM to 7PM daily, in the grass field in front of the Clubhouse. Control of pets must be maintained. Off-leash hours are subject to change during special events

15. Any animal ("pet") under the care of an owner or guardian, will be subject for removal if any of the following applies:
    a. Any pet that exhibits obvious signs of aggression to other persons or pets while on the property,

    b. Any pet that exhibits signs of nuisance to others such as, but not limited to, excessive barking, excessive whining or destruction of property,

    c. The owner or guardian does not properly address the pet's waste,

    d. The owner or guardian blatantly disregards their responsibilities in relation to the pet.

16. It is obligatory for all users of the swimming pool to acquaint themselves with the rules posted at the pool. Alcohol or food consumption is not permitted in the pool area other than clear plastic bottled water. Intoxicated persons are not allowed in the pool area.

17. As there is no lifeguard on duty; it is the responsibility of the Tenant to make sure their children and minor Guests under the age of 16, are supervised by a responsible adult over the age of 18. No pets in the pool area.

18. An effort should be made by everyone to keep all toilets, shower areas and change rooms in a clean condition. The parents or guardians of children are responsible if the children misuse the facilities. No pets in washroom facilities.

19. Traffic regulations must be followed. The speed limit is 5 km/h, do not drive around speed bumps.

20. Golfing of any kind, be it in practicing or in game, is strictly prohibited.

21. Firearms are not permitted to be used on the property.

22. Archery is permitted under strict adult supervision in the designated area only. Arrows shall be stored in a secure fashion separately from a bow(s) and only accessible by adults.

23. Tents are allowed on a Trailer Site or Cabin Lot but must be taken down when the Tenant or Registered Site User is not in residence. Refer to Schedule "C" - Member and Guest Rental Fees for applicable fees.

24. No minors shall remain in the Park overnight without adult supervision. This applies to all areas and Lots in the Park.

25. Campfires shall be contained in a pit made of stone, brick or metal ring and kept well away from vegetation. The bottom shall be built on bare rock, sand or gravel and free of underlying vegetation. Fire pits are not to exceed an open fire that burns material in one pile no larger than 0.5m in height and 0.5m in width.

26. Campfires must not be unattended and be fully extinguished at the end of its use. Propane fire pits may be permitted during fire bans. All new campfire rings or other campfire features must first receive permission from the HC.

27. SMOKING, CANNABIS & VAPING

a. The "Cannabis Control and Licensing Act" and the "Tobacco and Vapour Products Control Act" shall apply to all persons while in occupancy of the Property.

b. Smoking includes, but is not limited to, the act of smoking or vaping of cannabis and tobacco products including any other controlled or uncontrolled substances.

c. Designated smoking areas shall not be within six metres of doorways, windows or air intakes of public buildings or playgrounds, kitchen shelters, washrooms, pool, trails, or roads.

Restrictions:

d. Cultivation of cannabis is not permitted on the Property.

e. Illegal substances are not permitted on the Property.

f. No smoking or vaping while in occupancy of the Property, except in:
   i. designated smoking areas identified by signs posted by the Board, or
   ii. within cabin, trailer or rental camping site boundaries where occupancy has been authorized.

In all cases when smoking or vaping, consideration of negatively impacting neighbouring sites shall be undertaken.

BULLYING AND HARASSMENT

Bullying and harassment is not acceptable or tolerated in the Park. All members, guests and workers will be treated in a fair and respectful manner.

28. BULLYING AND HARASSMENT

a. Includes any inappropriate conduct or comment by a person towards a member, worker or guest that the person knew or reasonably ought to have known would cause that member, worker or guest to be humiliated or intimidated, but

b. Excludes any reasonable action taken by the officers of the Lodge relating to the management and direction of workers, members or their guests.

Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belongings and spreading malicious rumors.

29. WORKERS, MEMBERS AND GUESTS MUST:

a. Not engage in the bullying or harassment of others.

b. Report to the Sleipner Lodge President or VP in writing if bullying or harassment is experienced or observed.

c. Apply and comply with the Lodges policies and procedures on bullying and harassment.

30. APPLICATION. This policy statement applies to all members, workers, including permanent, temporary, casual, contract and student workers and guests of the Park. It applies to interpersonal and electronic communications such as social media and email.

31. ANNUAL REVIEW. This policy statement will be reviewed every year. Electronic copies will be made available upon request.

32. RENOVATION OR CONSTRUCTION ON CABIN LOTS

a. Any Tenant wishing to renovate or construct an Improvement on the Property shall submit detailed plans with all measurements, to the HC for approval prior to beginning any work. If approved, the building plans and specifications including a site plan showing the location and orientation of the building on the lot and the location of the septic tank and field will then be submitted to the Lodge. If approved by the Lodge, the Lodge will provide the Leaseholder a Letter of Agency and Approval Form to be submitted to the Fraser Valley Regional District (FVRD) when applying for a building permit. All construction must be built to BC Building Code standards and meet the conditions of the Covenant, the Zoning of the Property and the terms of this Lease.

b. The maximum footprint of any cabin shall be 60.4 sq. metres (650 sq. feet). or less and a maximum floor space of 90 sq. metres (968.7 sq. feet) the measurement being taken from the exterior face of foundation walls.

c. The Tenant may not place or construct any Future Building, excluding uncovered decks or small structures that do not require a building permit, within 5.5 metres (18 feet) of any Existing Building or potential Future Building.

d. In case of partial or complete destruction of a cabin by fire or Act of God, the Tenant must have all exterior (repair or replacement) completed within two years. Should extraordinary circumstances delay the rebuilding and/or repair, such circumstances shall be advised to the Lodge in writing and an appropriate extension requested.

e. An uncovered patio can be built adjacent to a Cabin without a building permit. The patio must not exceed 18.6 sq. metres (200 sq. ft.) and must be raised less than 200mm (8 inches) above finished grade. A cover may be constructed over the

patio, without a building permit, as long as it is no larger than 19.97 sq. metres (215 sq. feet). However, all construction must meet BC Building Code requirements.

Or (not both)

f. An uncovered deck can be built adjacent to the Cabin without a Building Permit. The deck must not exceed 18.6 sq. metres (200 sq. ft.) and a cover may be constructed over the deck, without a building permit, as long as it is no larger than 19.97 sq. metres (215 sq. feet). However, all construction must meet BC Building Code requirements.

g. A storage shed, no larger than 6'x8', can be situated on a Cabin Lot, after the HC has approved plans for such construction and placement on the site, and does not need to meet setback requirements.

33. QUALIFICATIONS FOR A TRAILER SITE LEASE

a. Applications for a Trailer Site must be made in writing to the Lodge Secretary. Membership status will be checked prior to addition to list.

b. If no vacant space exists, applicant will be entered on a waitlist (external waitlist). The external waitlist names will be placed in chronological order. The Membership Secretary will keep this list current. Current leaseholders that wish an option to move to another trailer site will be placed on a separate list (internal waitlist).

c. Internal waitlist leaseholders (in chronological order) will have right of first refusal of an identified available trailer site. If the first applicant on the list refuses an available trailer space, the next applicant will be offered the space. Available spaces will be offered to the external waitlist once the internal waitlist has been exhausted.

d. If an applicant on either the internal or external waitlist defaults on remaining a "member in good standing" and said member is suspended, upon renewal the

applicant will have to reapply to be added to the waitlist which may not be granted.

e. It is the member's responsibility to ensure that the Lodge Secretary has their current contact information. Any member on a waitlist contacted for the purpose of "being offered a site" has seven days to respond. Where there is no response after seven days, the member will be deemed to have declined the offer and the next member on the waitlist shall be offered the site.

f. Article 13 will apply to all offers of sites to members on the waitlists.

g. Where the Lodge has approved that the improvements on a trailer site can remain, then the member(s) on the waitlists shall be advised that the available site has an improvement. Those members who have been offered the site by the HC Chair will then, if required, negotiate with the current leaseholder regarding the purchase price of the improvement(s).

h. The process as outlined above will occur where there are improvements on the site.

i. Where a member is on the internal or external waitlist and accepts an offered site, the leaseholder shall be removed from the waitlist. The member may be added to the internal waitlist upon request but at the bottom of the list.

34. RENOVATION OR CONSTRUCTION ON TRAILER SITES

a. Any Trailer parked on a Trailer Site must be fully moveable and

b. Any Tenant wishing to make any changes to their site, shall submit detailed plans with all measurements, to the HC for approval prior to beginning any work. Any items not shown in the drawing may be required to be altered or removed by the Leaseholders at their own expense.

c. Prior to placing a Trailer or replacement Trailer on a Trailer Site, the Leaseholder

shall apply in writing to the HC and provide the measurements of their trailer. The measurements will be taken to the trailers furthest extremities inclusive of bumper and hitch. The HC will determine if the Trailer fits the Leaseholder's Lot before the application is accepted and the trailer is placed on the Lot. Considerations by the HC will include but not be limited to:

i. The required setbacks as set out in Zoning By-Law No 1190, 2012,
ii. Placement location of the Trailer on the site,
iii. Parking on the Site,
iv. If the Trailer reasonably fits the Lot, and
v. Neighbouring Lots.

d. An uncovered patio can be built in front of the Trailer without a Building Permit. The patio must not exceed 18.6 sq. metres (200 sq. ft.) and must be not more than 200mm (8 inches) above finished grade. A cover may be constructed over the patio, without a building permit, as long as it is no larger than 19.97 sq. metres (215 sq. feet). However, all construction must meet BC Building Code requirements.

Or (not both)

e. An uncovered deck can be built in front of the Trailer without a Building Permit. The deck must not exceed 18.6 sq. metres (200 sq. ft.) and a cover may be constructed over the deck, without a building permit, as long as it is no larger than 19.97 sq. metres (215 sq. feet). However, all construction must meet BC Building Code requirements.

f. All ramadas (roof cover over a trailer and deck) or any roof exceeding 19.97 sq. metres (215 sq. feet) must be submitted to the HC with all measurements and drawings. If approved by the committee, the plans will be submitted to the Lodge for approval. If approval is given, the Lodge will then issue a Letter of Agency and an Approval Form which must be submitted to the Fraser Valley Regional District

when applying for a Building Permit.

g. Prior to placing a storage receptacle on a Trailer Site, the Leaseholder shall provide a detailed description in writing to the HC which includes measurements and where the storage receptacle is to be situated on the Lot. Storage receptacles must not exceed 60 inches in height or a footprint of 36 sq ft. The receptacle must be located and accessible from within the boundaries of the Leaseholder's Lot but away from the Lot boundary lines. The storage receptacle cannot be secured to the ground and must be moveable.

h. No refrigerators or freezers are allowed outside the Trailer unless enclosed in a locked shed or deck. Fridge sheds must be within the deck or patio footprint.

i. Only one Leaseholder Trailer is permitted per Trailer Site. Guests/members with Trailers may only temporarily occupy a Leaseholder Lot after receiving permission from the HC. Refer to Schedule "C" – Member and Guest Fees.

j. One minimum 15 or 30 Amp electrical and water line hookup per Trailer Site is allocated, installed and maintained by the Lodge. No direct wiring may be installed into power boxes, and no permanent hookups are allowed. All hookups shall be done with approved outdoor extension cords that are fully grounded.

k. Trailer Leaseholder power usage is metered and charges for power usage will be billed up to four times per year.

l. FVRD has established that trailers are not structures, however, all future building plans must include potential future buildings on adjacent sites. Setbacks on all four sides must be adhered to.

35. COMPLAINTS, REVIEWS & REMEDIES

a. Violations of the Code of Conduct or the Rules and Regulations as set out in the Lease should be brought to the attention of the Sleipner Lodge Vice President or President.

b. The VP or President will take steps to obtain relevant details of the incident.

c. Minor violations will be dealt with at the VP or President's discretion. Minor violations include circumstances that do not require further action or would reasonably be dealt with either by a verbal or written warning.

d. The VP or President will determine if the nature of the complaint requires involving the local police, if not previously contacted. Considerations for contacting the police include:
   i. nature of the incident, threats to life or property,
   ii. the seriousness of the incident,
   iii. the urgency for police interaction, if any,
   iv. impact on members, staff or guests.

e. A member who wishes to lodge a formal complaint against a Lodge member, staff member or guest, will submit the complaint in writing, with their name and signature, to the VP or President and the Lodge Secretary. The written complaint will fully outline the details and circumstances of the alleged violation.

f. Violations that are considered more serious will be viewed by a minimum of three Board members (Panel). Complaints that are considered frivolous or vexatious may be concluded without further action.

g. The Panel should obtain information concerning the complaint including from other witnesses in writing where available.

h. The Panel will notify the subject of the complaint (Subject) in writing outlining the allegation, the scope of potential sanctions and the opportunity to respond to the allegation(s) (Notice). A copy of the written complaint and

any other supporting information will be provided to the Subject with the Notice.

i. The Subject will be given a reasonable opportunity, up to a maximum of 14 days, to respond in writing or in person to the Panel, as the Subject chooses. The timeline identified for a reply will commence upon confirmation that the Subject has received the notice.

j. The identification of the person submitting the complaint may be withheld upon request only in rare cases such as there is an identifiable risk to the complainant's safety.

k. After considering the complaint, any further additional information, and the Subject's reply, if any, the Panel may determine:
    i. that the complaint is unfounded, or
    ii. that the Subject has violated the Code of Conduct or Rules and Regulations.

l. Progressive discipline will be utilized where appropriate and the Panel should consider:
    i. how long the Subject has been a member of Sleipner Lodge in good standing,
    ii. the Subject's history of substantiated complaints, if any,
    iii. the seriousness of the misconduct, and
    iv. previous sanctions for similar misconduct, if any.

m. The Panel may take disciplinary action against a Subject who violates the Code of Conduct or Rules and Regulations including:
    i. A verbal reprimand,
    ii. a letter of warning,
    iii. a fine not exceeding $100,

iv. temporary restriction of using Sleipner Lodge facilities or property not exceeding one year,
v. a permanent restriction of identified Sleipner Lodge privileges,
vi. termination of the lease where the Subject is a leaseholder.

n. Where the conduct of a member is so egregious and their presence presents a continued threat to the safety of others, the Panel may move to immediately suspend the Subject's privileges to use Sleipner Lodge facilities or property prior to conducting the procedure outlined above. The Panel's decision to immediately suspend the Subject's Sleipner Lodge Privileges shall be submitted to the Lodge President for a final decision. Those privileges, or a portion thereof, may be reinstated after a thorough review of the circumstances has been conducted. The Subject will be notified in writing of the decision to suspend privileges.

o. Where a Subject ignores or dismisses the sanctions imposed, the Panel may, after a further review, increase the penalty up to and including a permanent restriction of the use Sleipner Lodge facilities or property and/or termination of the lease where the Subject is a leaseholder.

p. Where the Subject is staff or a guest, appropriate sanctions may be imposed based on the criteria set out above.

q. In all cases, a written report on the complaint/violation, the circumstances and sanctions, if any, shall be made and forwarded to the Lodge Secretary who will file the material in a confidential folder. The material in such a folder will be made available for review by:
i. the Lodge President and VP upon request, or
ii. by a Panel where it considers imposing sanctions on subsequent alleged violations.

CONSIDERATIONS

r. Where the Subject is the VP, the complaint will be directed to the Sleipner Lodge President. Where the Subject is the President, the complaint will be directed to the District President.

s. The Panel will be made up of current Board members.

t. Any Board member that would be in conflict or have a bias shall not be selected for the Panel. It is the responsibility of Board members to self-disclose the presence of a real or perceived conflict or bias.

u. The Panel, if required, may inquire with other Board or past Board members who may provide further understanding in the application of the Code of Conduct, Rules and Regulations or this process.

v. Decisions shall be made based on facts, not on suspicion or assumptions. All available information will be considered.

w. The process set out above will occur without unreasonable delay:
   i. the Panel will provide Notice to the Subject within 14 days of receiving a written complaint.
   ii. the Subject will be notified in writing of the Panel's ruling within 15 days of receiving the Subject's reply to the Notice.
   iii. the Subject will be notified in writing of any delays that are out of the Panel's control and a date for the ruling which will occur within 30 days of the delay notification.

x. The Panel shall follow the process set out above.

SONS of NORWAY SLEIPNER LODGE 8 COUNTRY CLUB MAP



DEFINITIONS

Additional Rent means all sums of money to be paid by the Tenant under this Lease except Basic Rent, whether or not designated as "additional rent" and whether or not payable to the Lodge, and for greater certainty includes any Special Assessment and any Registered Site User Fee payable hereunder during the Term.

Basic Rent means annual rent in the amount set out in Schedule "F".

Cabin Lot means a lot which contains or is intended or permitted to contain the permanent structure of a cabin.

Commencement Date means the date specified as such on the face page of this Lease

Common Areas and Facilities means those parts of the Property not leased to members and designated by the Lodge from time to time for the use and enjoyment of the Tenant and other members of the Lodge and their respective guests.

Covenant means the restrictive covenant registered against title to the Property under number CA3194097, copy available from the Lodge upon request

Deck means a raised platform more than 200mm (8") above grade.

Event of Default has the meaning given in Section 12.1.

Firearm is a portable gun, being a barreled weapon that launches one or more projectiles often defined by the action of an explosive and includes air rifles and paint ball guns.

Grandfathering means excluding Existing Buildings and Structures prior to June 18th, 2013, any alterations to Lots/Sites in regard to Principal Structures, and/or Future Buildings, must conform to current Zoning Bylaws.

Guest Fee means a daily fee in relation to each Guest as fixed from time to time by the Lodge.

Guest means any non-member invited on the property by a Tenant or RSU. Tenants or RSUs must be present on the Property when a Guest is.

Hatzic Committee means the appointed and elected members of the Lodge, with duties as defined under the Hatzic Committee Charter.

Improvements means any improvements in the nature of fixtures built or placed upon the Lot by the Tenant or a previous Tenant, including without limitation any cabin, ramada, deck, or other structure, and for greater certainty includes any manufactured home or like unit that is not readily movable and/or is not certified by the Canadian Standards Association.

Interest Rate means the rate of 5% above the average daily prime rate per annum (calculated and compounded monthly) announced from time to time by the bank designated by the Lodge from time to time as a reference rate then in effect for determining interest rates on Canadian Dollar denominated commercial loans made in Canada.

Lodge means Sleipner Lodge No. 8, Sons of Norway.

Lot means the lot identified as such on the face page of this Lease. For the purposes of this Lease, “Lot” and “Site” are synonymous.

Member in Good Standing means a member who has been a member for a minimum of two years, and kept their membership up to date, and has attended two Lodge events

Patio means a poured concrete pad or an area covered with concrete pavers, brick, or a wooden platform structure less than 200mm (8”) above grade.

Principal Structure means any structure designed for the purpose of human occupancy, excluding uncovered decks and patios in accordance of the Zoning Bylaw.

Property has the meaning given in the recitals to this Lease and is commonly referred to as “Hatzic” or the “Park”.

Registered Site User Fee means an annual fee of $50 payable by the Tenant in respect of each Registered Site User.

Registered Site User means a person identified as such on the face page of this Lease, or designated as such during the Term pursuant to Section 3.3.

Rules and Regulations means the rules and regulations promulgated by the Lodge from time to time in respect of the Property, the current version of which are attached as Schedule “A”.

Special Assessment has the meaning given in section 2.4 of the Lease.

Tenant means the person identified as such on the face page of this Lease.

Term means the period set out on the first page of this lease and starting the Commencement Date.

Trailer Site means any site whereon a trailer is placed or is intended or permitted to be placed.

Trailer means any travel trailer, camper, motor home or like unit that is readily movable and is certified by the Canadian Standards Association. And approved by the FVRD.

Visitor is deemed to be a Sons of Norway Member of any other SON Lodge, including Sleipner Lodge. The Tenant or Registered Site User must be present when a visitor is on their site. Visitors are allowed to use the common facilities of the park.

Zoning Bylaw means Zoning By-Law No. 1190, 2012 of the Fraser Valley Regional District, a copy of which is available from the Lodge on request.

SONS of NORWAY

SCHEDULE "F"
SLEIPNER LODGE No 8
LEASE

BASIC RENT

This Lease has a five-year term (Term) commencing on January 1, 2023, and ending December 31, 2027.

The Basic Rent is due each and every year of the Term. Section 2.2 in the Lease further describes when the Basic Rent is due.

The Lodge may increase the Basic Rent to a maximum of 8% annually.

The Basic Rent for 2023 is $2,285 for a cabin site and $2,145 for a trailer site.