

I hereby certify that the within instrument is a true and correct copy of the instrument of which it purports to be a true copy.

Given under my hand and seal of office this 8 day of July A.D. 1998

A Notary Public in and for the Province of British Columbia

## SQUAMISH INDIAN BAND COUNCIL

### ZONING AMENDMENT BY-LAW NO. 1, 1998

A By-Law to Permit Construction of Improvements upon the Park Royal Leasehold Lands

WHEREAS the Band Council of the Squamish Indian Band has received a request from the Lessee of the Capilano Indian Reserve No. 5 lands, upon which a part of the Park Royal Shopping Centre is situated, for permission to construct Southside Phase IV Improvements, and amendment to certain hereinafter referred to By-Laws is required in order to permit such improvements to be made:

NOW THEREFORE the Band Council of the Squamish Indian Band at a duly convened meeting of the Band Council assembled on the 1<sup>st</sup> day of July, 1998, hereby enacts, pursuant to section 81(1) of the Indian Act, R.S.C. 1985, Chapter I-5, as a By-Law the following:

1. Squamish Indian Band Zoning By-Law No. 6, 1972, as amended to the date of this By-Law, is hereby further amended by adding section 30 thereto, which provides as follows:  
  
"30. Subject to execution of the proposed form of Service Agreement by the parties thereto and to the terms and conditions of such Agreement, Park Royal Shopping Centre Holdings Limited shall be permitted to construct the "Southside Phase IV Improvements" (as defined in such Agreement). The proposed Service Agreement will be in a form substantially the same as that draft Service Agreement attached hereto as Schedule "A"."
2. Chief Bill Williams, Chairman of Band Council, is hereby authorized and directed to execute the form of Service Agreement referred to in Section 1 of this By-Law with such changes, if any, as may be approved by him (and such approval shall be conclusively proved by his signature to same), for and on behalf of the Council of the Squamish Indian Band on behalf of the Squamish Indian Band, and is hereby further authorized and directed to do all such other acts, deeds and things as may be necessary to administer such Service Agreement for and on behalf of the Squamish Nation.
3. If, and to the extent only that, there is any conflict between any provision or provisions of this By-Law and any provision or provisions of Squamish Indian Band By-Law No. 6, 1972, Amendment By-Law No. 9, 1976, Amendment Bylaw No. 1, 1994 and Amendment Bylaw No. 1, 1996, the provision or provisions of this By-Law shall govern.

4. This By-Law may be cited for all purposes as Squamish Indian Band Council Zoning Amendment By-Law No. 1, 1998.

APPROVED AND PASSED at a duly convened meeting of the Band Council of the Squamish Band of Indians this 1st day of July, 1998.

A QUORUM OF SQUAMISH NATION COUNCIL CONSISTS OF 8 COUNCILLORS	SQUAMISH NATION COUNCIL MEETING HELD AT:		320 SEYMOUR BLVD NORTH VANCOUVER, B. C.	
	DATED:		THE 1st	DAY OF July 19 98
	MOVED by	HAROLD CALLA	SECONDED by	DENNIS JOSEPH

<p>Chief Joe Mathias t'echuxánm siyám</p> <p><i>Alroy Baker</i> Alroy Baker K'etxirhtn</p>		<p>Chief Bill Williams telásemkin siyám</p> <p><i>Veronica Baker</i> Veronica Baker</p>		<p><i>Donna Billy</i> Donna Billy sisúliya</p>
<p><i>Orene Brown</i> Orene Brown</p>		<p><i>Harold Calla</i> Harold Calla</p>		<p><i>Faye Halls</i> Faye Halls Shálhana'y Sikem kem</p>
<p><i>Gibby Jacob</i> Gibby Jacob KáKeltn</p>		<p><i>Krisandra Jacobs</i> Krisandra Jacobs</p>		<p><i>sekwilem Byron Joseph</i> Byron Joseph sekwilem</p>
<p><i>Dennis Joseph</i> Dennis Joseph xwechtáal</p>		<p><i>Marion Joseph</i> Marion Joseph</p>		<p><i>Tewarree Joseph</i> Tewarree Joseph</p>
<p><i>Anthony Moody</i> Anthony Moody tsetsimshtr</p>		<p>Ann Whonnock syexwáliya</p>		

**SOUTHSIDE PHASE IV IMPROVEMENTS**  
**SERVICE AGREEMENT**

THIS AGREEMENT made and effective as of and from the 1st day of June, 1998  
(hereinafter called the "Effective Date"),

BETWEEN:

The **SQUAMISH INDIAN BAND**, as represented by  
its Band Council, having Administration Offices  
at 320 Seymour Boulevard, North Vancouver, B.C.,  
V73 2J3

(hereinafter called the "Squamish Nation")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER**,  
having its Municipal Hall at 750 - 17th Street, West Vancouver, B.C.,  
V7V 3T3

(hereinafter called "West Vancouver")

OF THE SECOND PART

AND:

**PARK ROYAL SHOPPING CENTRE HOLDINGS LTD.**, (Amalgamation No.  
425016), a company amalgamated under the British Columbia Company Act and  
having a place of business at Third Floor, 100 Park Royal, West Vancouver, B.C.,  
V7T 1A2

(hereinafter called "Park Royal Holdings")

OF THE THIRD PART

AND:

**PARK ROYAL SHOPPING CENTRE LIMITED**, (Continuation No. C389346), a  
company continued in the Province of British Columbia under the British Columbia  
Company Act and having a place of business at Third Floor, 100 Park Royal,  
West Vancouver, B.C., V7T 1A2

(hereinafter called "Park Royal Centre")

OF THE FOURTH PART

WHEREAS:

- A. Park Royal Centre is the "Lessee" under the Park Royal Lease and holds its interest in the Park Royal Lease pursuant to a trust agreement as bare trustee for Park Royal Holdings;
- B. Park Royal Holdings intends to construct the Southside Phase IV Improvements on the Pads on the Park Royal Leasehold Lands, which Lands are within the Reserve, pursuant to the Park Royal Lease;
- C. The Squamish Nation exercises land use, zoning and other controls over its reserve lands;

D. The Squamish Nation and West Vancouver each consider it to be beneficial for Park Royal Holdings to construct the Southside Phase IV Improvements in conformity with the same building standards that are applicable in West Vancouver;

E. The Squamish Nation and West Vancouver wish to set forth certain agreements in respect of construction of the Southside Phase IV Improvements such that West Vancouver will provide certain building design review and inspection services to the Park Royal Leasehold Lands to ensure that the Southside Phase IV Improvements are constructed as referred to in Recital D; and

F. The Council of West Vancouver passed on June 15, 1998 and adopted on June 15, 1998 Bylaw No. 4114, 1998, pursuant to subsection 228(1) of the Municipal Act, R.S.B.C. 1996, c. 323, approving of West Vancouver entering into an Agreement the same in form and substance as this Agreement, the Band Council on July 1, 1998 passed a by-law pursuant to subsection 81(1)(g) of the Indian Act, R.S.C. 1985, C.-I.5, approving of the Squamish Nation entering into an Agreement the same in form and substance as this Agreement, and the Board of Directors of each of Park Royal Holdings and Park Royal Centre on May 28, 1998 passed a director's resolution approving of their respective companies entering into this Agreement.

NOW THEREFORE this Agreement witnesses that in consideration of the premises and of the promises, covenants and agreements hereinafter set forth and in further consideration of the sum of Ten Dollars (\$10.00) now paid by each party to each of the other parties (the receipt and adequacy of which is hereby acknowledged by each party) the parties agree as follows:

**1. DEFINITIONS**

**1.1 In this Agreement:**

"Authority Having Jurisdiction" means the local government office, agency or organization for a particular geographic area or jurisdiction that has authority and responsibility for approval of building plans, inspection of building construction as construction progresses and approval of occupancy of completed buildings pursuant to the B.C. Building Code and other applicable laws, bylaws or standards used by such authority in its jurisdiction,

"Band Council" means the Band Council of the Squamish Indian Band,

"Conforming Plans" means in respect of each Pad the Southside Phase IV Plans amended to the date, and upon the basis of which, West Vancouver comes to the determination that the Southside Phase IV Plans comply with all provisions of the Construction Standards for the purposes of subsections 2.1 and 2.2,

"Construction Standards" means those building and construction standards that are applied by West Vancouver under the British Columbia Building Code, under the British Columbia Fire Code and under West Vancouver's building bylaws, sign bylaws, electrical bylaws, plumbing bylaws and all such other bylaws as establish standards applicable to construction that takes place within West Vancouver,

"Pads" means those four Pads as described and located in that letter from Larco Enterprises Inc. to Squamish Nation dated May 1, 1998 and a copy of which letter and attachment is attached as Schedule "A" to and forms part of this Agreement,

"Park Royal Lease" means that Indenture of Lease made as of the 1st day of April, 1994 between Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development, as Lessor, and Park Royal Shopping Centre Limited, as Lessee, which is the Modification of the Renewal Lease as it Relates to the Shopping Centre Premises and as amended to the Effective Date,

"Park Royal Leasehold Lands" means those lands demised and leased unto Park Royal Shopping Centre Limited under the Park Royal Lease and shown outlined in heavy black and labelled "Park Royal Leasehold Lands" on that sketch plan attached as Schedule "B" to and forming a part of this Agreement,

"Person" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof,

"Reserve" means the Capilano Indian Reserve No. 5 of the Squamish Indian Band,

"Southside Phase IV Improvements" means collectively those improvements detailed in the Southside Phase IV Plans at the time West Vancouver provides notice to the Squamish Nation pursuant to subsection 2.2,

"Southside Phase IV Plans" means in respect of construction on each of the Pads a complete set of architectural plans and structural, mechanical and electrical drawings to be hereafter provided by the architect, engineer or other consultant for the tenant of Park Royal Centre on the basis of the description of those improvements described generally in, that letter from Larco Enterprises Inc. to Squamish Nation dated May 1, 1998 and a copy of which letter and attachment is attached as Schedule "A" to and forms part of this Agreement, and a copy of which architectural plans and structural, mechanical and electrical drawings will forthwith upon completion by the architect, engineer or other consultant be provided to each of the Squamish Nation and West Vancouver, as revised from time to time,

"Squamish Nation Zoning Bylaw" means Squamish Indian Band Zoning Bylaw No. 6 1972, as amended and as further amended by Squamish Indian Band Council Zoning Amendment Bylaw No. 1, 1998.

## **2. BUILDING STANDARDS AND PLANS REVIEW**

2.1 West Vancouver will review the Southside Phase IV Plans to determine whether, in the opinion of West Vancouver alone, the Southside Phase IV Plans comply with all provisions of the Construction Standards.

2.2 Upon West Vancouver being satisfied that the Southside Phase IV Plans, as amended, are Conforming Plans, Park Royal Holdings will provide to the Squamish Nation a complete set of the Conforming Plans and West Vancouver will notify the Squamish Nation that, if West Vancouver was the Authority Having Jurisdiction, West Vancouver would on the basis of the Conforming Plans, issue a building permit to Park Royal Holdings.

2.3 All Conforming Plans submitted to the Squamish Nation will be sealed by the architect, engineer or other consultant that prepared the Conforming Plans and will be accompanied with a letter addressed to the Squamish Nation from the architect, engineer or other consultant advising the

Squamish Nation that the architect, engineer or other consultant, as the case may be, has agreed to a sealed copy of their Plan being provided to the Squamish Nation. Similar letters will be provided to West Vancouver with the Southside Phase IV Plans such that West Vancouver can rely on such letters in making its determination under subsection 2.1.

2.4 Park Royal Holdings, Park Royal Centre and each architect, engineer and other consultant of Park Royal Holdings involved in the preparation or review of the Conforming Plans will give the same form of assurances, representations and warranties directly to the Squamish Nation in respect of the Conforming Plans and construction to be carried out by them as are given to West Vancouver in respect of the Southside Phase IV Improvements but amended as reasonably required by the solicitors for the Squamish Nation as necessary to render such assurances, representations and warranties to be in favour of the Squamish Nation.

2.5 Park Royal Holdings, Park Royal Centre and the Squamish Nation acknowledge and agree that the nature of West Vancouver's services under this Agreement are to carry out its review and inspection of Southside Phase IV Plans and the Southside Phase IV Improvements in relation to each of the Pads to the same extent and degree as it would perform those functions in relation to any other project; and that nothing contained herein shall require West Vancouver to exercise greater care or skill on behalf of the parties to this Agreement or third parties or to have a greater degree of responsibility or apply higher standards than West Vancouver would normally apply in respect to a project for which it was the Authority Having Jurisdiction.

### **3. BUILDING AND OTHER PERMITS**

3.1 The Squamish Nation will, upon receipt of a letter referred to in subsection 2.2 and compliance by Park Royal Holdings, its architects, engineers and consultants with subsections 2.3. and 2.4, issue a building permit, of a form and substance determined by the Squamish Nation, to Park Royal Holdings and the Squamish Nation will advise West Vancouver that the building permit has been issued and will provide West Vancouver with a copy for its information in due course.

3.2 Upon receipt of notification from West Vancouver in relation to other reviews and inspections of Southside Phase IV Plans and Southside Phase IV Improvements (which notification West Vancouver hereby covenants to provide as soon after any such reviews and inspections as is practicable in the circumstances), that if West Vancouver was the Authority Having Jurisdiction West Vancouver would issue a permit to Park Royal Holdings, the Squamish Nation will issue a permit, of a form and substance determined by the Squamish Nation, to Park Royal Holdings and the Squamish Nation will advise West Vancouver that the permit has been issued and will provide West Vancouver with a copy for its information in due course.

### **4. BUILDING INSPECTIONS**

4.1 Upon Park Royal Holdings notifying the Squamish Nation and West Vancouver of the date for commencement of construction of the Southside Phase IV Improvements, the parties will each appoint an individual to maintain an on-going liaison to enable the parties to expeditiously fulfil their respective obligations under this section 4.0.

4.2 During construction of the Southside Phase IV Improvements, Park Royal Holdings will contact West Vancouver to arrange all inspections required by the Construction Standards and West Vancouver will inspect the construction and will advise Park Royal Holdings of things necessary to ensure conformity of such construction with the Conforming Plans and the Construction Standards.

4.3 Subject to subsection 4.4, Park Royal Holdings will conform with all directions given by West Vancouver for changes or rectification of work carried out by Park Royal Holdings in constructing the Southside Phase IV Improvements and do all such other things as are necessary in order to ensure that, upon completion of such construction, the Southside Phase IV Improvements conform fully with the Conforming Plans and the Construction Standards.

4.4 If any dispute or question develops during the course of construction of the Southside Phase IV Improvements as to the interpretation of the Conforming Plans or any Construction Standards in respect of any part of the Southside Phase IV Improvements and Park Royal Holdings and West Vancouver cannot forthwith resolve the dispute or answer the question by agreement between them, Park Royal Holdings and West Vancouver will refer the dispute or question to the Building Code Appeal Board established pursuant to Section 693 of the Municipal Act, R.S.B.C. 1996, c. 323, for determination in the same manner, to the greatest extent reasonably possible, as would apply if West Vancouver was the Authority Having Jurisdiction, but if such Board refuses to make such a determination, the opinion of West Vancouver on the issue or question in dispute will govern.

4.5 If the Building Code Appeal Board referred to in subsection 4.4 charges any amount to provide services rendered by it pursuant to subsection 4.4, Park Royal Holdings and Park Royal Centre will each pay 50% of the amount so charged.

## **5. OCCUPANCY**

5.1 Neither Park Royal Holdings nor Park Royal Centre will occupy, or permit occupation of, any part of the Southside Phase IV Improvements upon completion of construction thereof unless and until West Vancouver provides in respect of such part to each of the Squamish Nation and Park Royal Holdings notification that, on the basis of its inspections, if West Vancouver was the Authority Having Jurisdiction, West Vancouver would issue a certificate of occupancy without any condition yet to be fulfilled by Park Royal Holdings, and the Squamish Nation issues a certificate of occupancy to Park Royal Holdings pursuant to subsection 5.2.

5.2 The Squamish Nation will, upon receipt of a notice referred to in subsection 5.1, issue an occupancy permit, of a form and substance determined by the Squamish Nation, to Park Royal Holdings in respect of the part of the Southside Phase IV Improvements in respect of which West Vancouver has provided notice pursuant to subsection 5.1 and the Squamish Nation will advise West Vancouver that the occupancy permit has been issued and will provide West Vancouver with a copy for its information in due course.

## **6. COSTS AND PAYMENTS**

6.1 Park Royal Holdings will 30 days after receipt of invoices therefor pay West Vancouver in respect of all services provided by West Vancouver pursuant to this Agreement, an amount equal to the amount of building permit and inspection fees that would be payable thereby to West Vancouver if West Vancouver was the Authority Having Jurisdiction.

6.2 Park Royal Holdings will pay to the Squamish Nation all administrative and legal costs reasonably incurred by the Squamish Nation in administering this Agreement including, without limiting the generality of the foregoing, all costs incurred by the Squamish Nation under any contract of service it may enter pursuant to subsection 15.1, 30 days after receipt of invoices, and supporting backup invoices from any third party, therefore from the Squamish Nation.

6.3 Park Royal Holdings will pay to the Squamish Nation all permit fees payable in accordance with all bylaws and regulations of the Squamish Nation.

**7. INDEMNIFICATIONS BY PARK ROYAL**

7.1 Without limiting the generality of any other indemnification that has been or is hereafter given by Park Royal Shopping Centre Holdings Ltd., Park Royal Shopping Centre Limited, or any other Person to any Person referred to in this subsection 7.1 or subsection 7.2, each of Park Royal Shopping Centre Holdings Ltd. and Park Royal Shopping Centre Limited AGREES on behalf of itself and its successors and assigns TO INDEMNIFY AND SAVE HARMLESS jointly and severally the Council of the Squamish Band of Indians, its members, the Squamish Band of Indians, its members, Her Majesty the Queen in Right of Canada, and their respective employees, agents, contractors, subcontractors, heirs, executors, administrators, successors and assigns, as the case may be, FROM AND AGAINST any and all actions, losses, claims, damages, costs, charges, fines, penalties and expenses, whatsoever in any way relating to or arising out of:

- (a) Band Council or the Squamish Nation consenting to construction of the Southside Phase IV Improvements by passage of a by-law or otherwise,
- (b) the granting of any building, occupancy or other permit to Park Royal Holdings by Band Council or the Squamish Nation in respect of construction of the Southside Phase IV Improvements,
- (c) any act or omission of any Person in reviewing any plans or specifications or giving any advice or opinions relating to or in respect of the Southside Phase IV Improvements, in carrying out any inspection of the Southside Phase IV Improvements during or after construction thereof, or in approving occupation or use of the Southside Phase IV Improvements,
- (d) any act or omission of any Person in constructing the Southside Phase IV Improvements, or
- (e) use or occupation of the Southside Phase IV Improvements by any Person.

7.2 Without limiting the generality of any other indemnification that has been or is hereafter given by Park Royal Holdings or Park Royal Centre or any other Person to any Person referred to in subsection 7.1 or this subsection 7.2, each of Park Royal Shopping Centre Holdings Ltd. and Park Royal Shopping Centre Limited AGREES on behalf of itself and its successors and assigns TO INDEMNIFY AND SAVE HARMLESS jointly and severally The Corporation of the District of West Vancouver, and its employees, agents, contractors, subcontractors, successors and assigns, as the case may be, FROM AND AGAINST any and all actions, losses, claims, damages, costs, charges, fines, penalties and expenses, whatsoever in any way relating to or arising out of:

- (a) Band Council or the Squamish Nation consenting to construction of the Southside Phase IV Improvements by passage of a by-law or otherwise,
- (b) the granting of any building, occupancy or other permit to Park Royal Holdings by Band Council or the Squamish Nation in respect of construction of the Southside Phase IV Improvements,



- (c) any act or omission of any Person in reviewing any plans or specifications or giving any advice or opinions relating to or in respect of the Southside Phase IV Improvements, in carrying out any inspection of the Southside Phase IV Improvements during or after construction thereof, or in approving occupation or use of the Southside Phase IV Improvements,
- (d) any act or omission of any Person in constructing Southside Phase IV Improvements, or
- (e) use or occupation of the Southside Phase IV Improvements by any Person.

## **8. PARK ROYAL LIABILITY INSURANCE**

8.1 Park Royal Holdings and Park Royal Centre will insure at their expense and keep each of the Council of the Squamish Band of Indians, its members, the Squamish Band of Indians, its members, Her Majesty the Queen in Right of Canada and The Corporation of the District of West Vancouver, its officers and employees, insured against all legal liability for death, illness or injury to Persons or damage to property occurring in, upon or about the Park Royal Leasehold Lands or any improvements thereto, including without limiting the generality of the foregoing the Southside Phase IV Improvements, or in, upon or about the streets or sidewalks immediately adjoining the Park Royal Leasehold Lands, caused by the construction, ownership, maintenance, use or occupation of the Southside Phase IV Improvements, or by any reason of the conduct of any business carried on at the Southside Phase IV Improvements, in the greater of the amount of \$5.0 million or such limit of third party liability insurance that Park Royal Holdings or Park Royal Centre maintains in effect from time to time in respect of third party liability for Park Royal Holdings or Park Royal Centre.

8.2 The insurance policy referred to in subsection 8.1 will contain a provision for cross-liability as between the insured parties.

8.3 Park Royal Holdings will provide a copy of the policy of insurance referred to in subsection 8.1 to each of the Squamish Nation and West Vancouver evidencing the insurance required by subsection 8.1, forthwith upon execution of this Agreement and will, thereafter, cause to be provided to each of the Squamish Nation and West Vancouver from time to time every certificate evidencing renewal thereof and evidence that no premiums are in default.

8.4 If Park Royal Holdings and Park Royal Centre at any time fail to insure or keep insured or to deliver either to the Squamish Nation or West Vancouver a copy of the insurance policy referred to in subsection 8.1 or a certificate of insurance evidencing renewal or replacement thereof and that no premiums are in default, as this section 8.0 provided, the Squamish Nation or West Vancouver may (but are not obligated to), in their respective discretion, themselves do all things necessary to effect and maintain the insurance and each of Park Royal Holdings and Park Royal Centre will pay the cost of such insurance to the party that effects it, on demand therefrom.

8.5 Neither Park Royal Holdings nor Park Royal Centre will do or permit or suffer any thing to be done at the Park Royal Leasehold Lands whereby any policy of insurance carried by any Person whomsoever against legal liability for injury to, or illness of, Persons (including death) or damage to property occurring in, upon, or about the Park Royal Leasehold Lands, or in, upon or about the street or sidewalks immediately adjoining the Park Royal Leasehold Lands, caused by the ownership, maintenance, use or occupation of the Southside Phase IV Improvements, or by reason of the conduct or any business carried on at the Southside Phase IV Improvements, may be invalidated, and for this purpose, upon receipt of notice in writing from either the Squamish Nation or West

Vancouver or any insurer, requiring the execution of works or discontinuance of any operations in order to correct the situation, each of Park Royal Holdings and Park Royal Centre will comply therewith forthwith.

**9. NOTICE**

9.1 Whenever in this Agreement it is permitted or required that a notice or request be given by any party to any other party, such notice or request will be given in writing and will be deemed to have been validly given:

- (a) if delivered by hand to:
  - (i) the Chairman of the Band Council if notice is being given to the Band,
  - (ii) the Municipal Clerk of West Vancouver if notice is being given to the West Vancouver, and
  - (iii) the President of Park Royal Holdings if notice is being given to either Park Royal Holdings or Park Royal Centre,
- (b) if enclosed in an envelope and mailed by prepaid double registered mail to the party to whom notice is being given at the address for that party provided pursuant to subsections 9.2 or 9.3 as the case may be, and
- (c) if communicated via facsimile transmission to the party to whom notice is being given at the facsimile transmission number for that party provided pursuant to subsections 9.2 or 9.3 as the case may be.

9.2 Subject to subsection 9.3, the address of each party for the purpose of this section is their address first above written and the facsimile transmission number for each party is as follows:

- |     |  |          |
|-----|--|----------|
| (a) | Squamish Nation  | 980-9601 |
| (b) | The Corporation of the<br>District of West Vancouver                                 | 925-7006 |
| (c) | Park Royal Shopping Centre Holdings<br>Ltd. or Park Royal Shopping Centre<br>Limited | 925-2701 |

9.3 Any party may change its address or its facsimile transmission number for the purpose of this section 9.0 by giving notice of such change to the other parties in the manner provided in subsection 9.1.

9.4 Notices and requests given pursuant to this section will be deemed to be given and received:

- (a) if delivered by hand, on the date of delivery,
- (b) if mailed by prepaid double registered mail at the time of actual receipt, and

- (c) if communicated via facsimile transmission, on the next business day after the date that same was transmitted.

**10. AGREEMENT LIMITED TO SOUTHSIDE PHASE IV IMPROVEMENTS**

10.1 This Agreement will apply only in respect of construction of the Southside Phase IV Improvements and is not intended to, and will not, apply in respect of any further or other improvements constructed by Park Royal Holdings on the Reserve, except to the extent that the parties may, from time to time, hereafter otherwise agree.

**11. NO REDUCTION OF SQUAMISH NATION JURISDICTION**

11.1 Neither the making of this Agreement nor anything herein contained will be construed for any purpose as abrogating or limiting:

- (a) the jurisdiction of the Squamish Nation in respect of any lands that have been set apart for the use and benefit of the Squamish Indian Band, including without limiting the generality of the foregoing the jurisdiction of the Squamish Nation in respect of the control of the use or development of such lands, or
- (b) the right of the Squamish Nation to provide services other than those specifically provided for in this Agreement to or in respect of the Southside Phase IV Improvements by any lawful means not contemplated by this Agreement.

**12. NO INTERFERENCE WITH PARK ROYAL LEASE**

12.1 Neither the making of this Agreement nor anything herein contained will be construed for any purpose as constituting any amendment to the Park Royal Lease.

12.2 The execution and delivery of this Agreement and the fulfilment of the terms hereof by Park Royal Holdings and Park Royal Centre will be deemed to satisfy the requirements of the "Council of the Squamish Band of Indians" pursuant to Section 6.6 of the Park Royal Lease.

**13. FURTHER ASSURANCES**

13.1 The parties will each execute such further and other documents and instruments and do such further and other things as are from time to time necessary to give effect to their promises, covenants and agreements herein or to otherwise carry out the intent of this Agreement.

**14. CAPTIONS**

14.1 The captions appearing within the body of this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof.

**15. SQUAMISH NATION ADMINISTRATION**

15.1 This Agreement may be administered for and on behalf of the Squamish Nation by any Person appointed from time to time by the Band Council for that purpose including, without limiting the generality of the foregoing, by any professional engineer or engineers pursuant to a contract of service between the Squamish Nation and such engineer or engineers.

**16. NO ASSIGNMENT**

16.1 No party may assign the whole or any part of this Agreement to any Person.

**17. TIME OF ESSENCE**

17.1 Time is expressly declared to be of the essence of this Agreement and each of its provisions.

**18. ENTIRE AGREEMENT**

18.1 There are no promises, covenants, agreements, representations, warranties or conditions forming part of or in any way affecting or relating to this Agreement and the subject matter hereof save as expressly set out herein or as contemplated by actions to be taken or things to be done under this Agreement, including without limiting the generality of the foregoing under sub-sections 2.3 and 2.4 and this Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and may not be modified except by subsequent agreement in writing of equal formality to this Agreement executed by the parties.

**19. ENUREMENT**

19.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**20. TERM**

20.1 This Agreement will remain in effect to and including the date of termination of the Park Royal Lease as renewed or extended by Agreement, from time to time.

IN WITNESS WHEREOF Chief Bill Williams for and on behalf of the Council of the Squamish Indian Band on behalf of the Squamish Indian Band has executed this Agreement, the corporate seal of The Corporation of the District of West Vancouver has been hereunto affixed in the presence of the Mayor and the Municipal Clerk of The Corporation of the District of West Vancouver, the corporate seal of Park Royal Shopping Centre Holdings Ltd. and the corporate seal of Park Royal Shopping

Centre Limited has been hereunto affixed in the presence of their authorized signatory, all as of the day and year first above written.

**CHIEF BILL WILLIAMS** for and on behalf of the )  
Council of the Squamish Indian Band on behalf of )  
the Squamish Indian Band has executed this )  
Agreement in the presence of: )

\_\_\_\_\_)  
\_\_\_\_\_)  
RATCLIFF & COMPANY )  
SUITE 500 )  
221 WEST ESPLANADE )  
NORTH VANCOUVER, BC )  
V7M 3J3 )  
)  
)

\_\_\_\_\_  
CHIEF BILL WILLIAMS

THE CORPORATE SEAL OF **PARK** )  
**ROYAL SHOPPING CENTRE** )  
**HOLDINGS LTD.** was hereunto affixed in )  
the presence of: )  
)  
)  
)

\_\_\_\_\_)  
Title: \_\_\_\_\_ )  
(Authorized Signatory) )

C/S

\_\_\_\_\_)  
Title: \_\_\_\_\_ )  
(Authorized Signatory) )

THE CORPORATE SEAL OF **PARK** )  
**ROYAL SHOPPING CENTRE LIMITED** )  
was hereunto affixed in the presence of: )

\_\_\_\_\_) )  
Title: \_\_\_\_\_ )  
(Authorized Signatory) )

C/S

\_\_\_\_\_) )  
Title: \_\_\_\_\_ )  
(Authorized Signatory) )

THE CORPORATE SEAL OF **THE** )  
**DISTRICT OF WEST VANCOUVER** was )  
hereunto affixed in the presence of: )

\_\_\_\_\_) )  
Title: MAYOR \_\_\_\_\_ )  
(Authorized Signatory) )

C/S

\_\_\_\_\_) )  
Title: CLERK \_\_\_\_\_ )  
(Authorized Signatory) )

SCHEDULE "A"

FILE COPY

LARCO ENTERPRISES INC.

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May 1, 1998

Mr. Harold Calla  
Squamish Nation  
P.O. Box 86131  
320 Seymour Blvd.  
North Vancouver, BC  
V7L 4J5

Dear Mr. Calla:

Re: Park Royal Pad Development

Please find attached a plan showing the location of four new pads planned for Park Royal South. We are presently in the advanced stages of lease negotiations with a number of tenants.

As leases are refined, the actual building sizes have been altered slightly. The anticipated sizes are:

◇ Pad B	4440 square feet
◇ Pad C	6000 square feet
◇ Pad D	8400 square feet
◇ New Pad (adjacent to Taylor Way)	4285 square feet

We anticipate building permit drawings will be submitted for Pad D in approximately four weeks. Drawings for the new pad adjacent to Taylor Way should follow about four to six weeks subsequent. We do not have firm timelines for the remaining two pads.

As most pad tenures will be land leases only, we are uncertain of the specific building types which will be constructed. However, the new Taylor Way pad will be of similar construction as that used in the CRU's immediately to its west. We further understand Pad D will be of wood frame construction.

I trust this provides the information that you require and we look forward to working with you and our new tenants in the timely processing of their building permits.

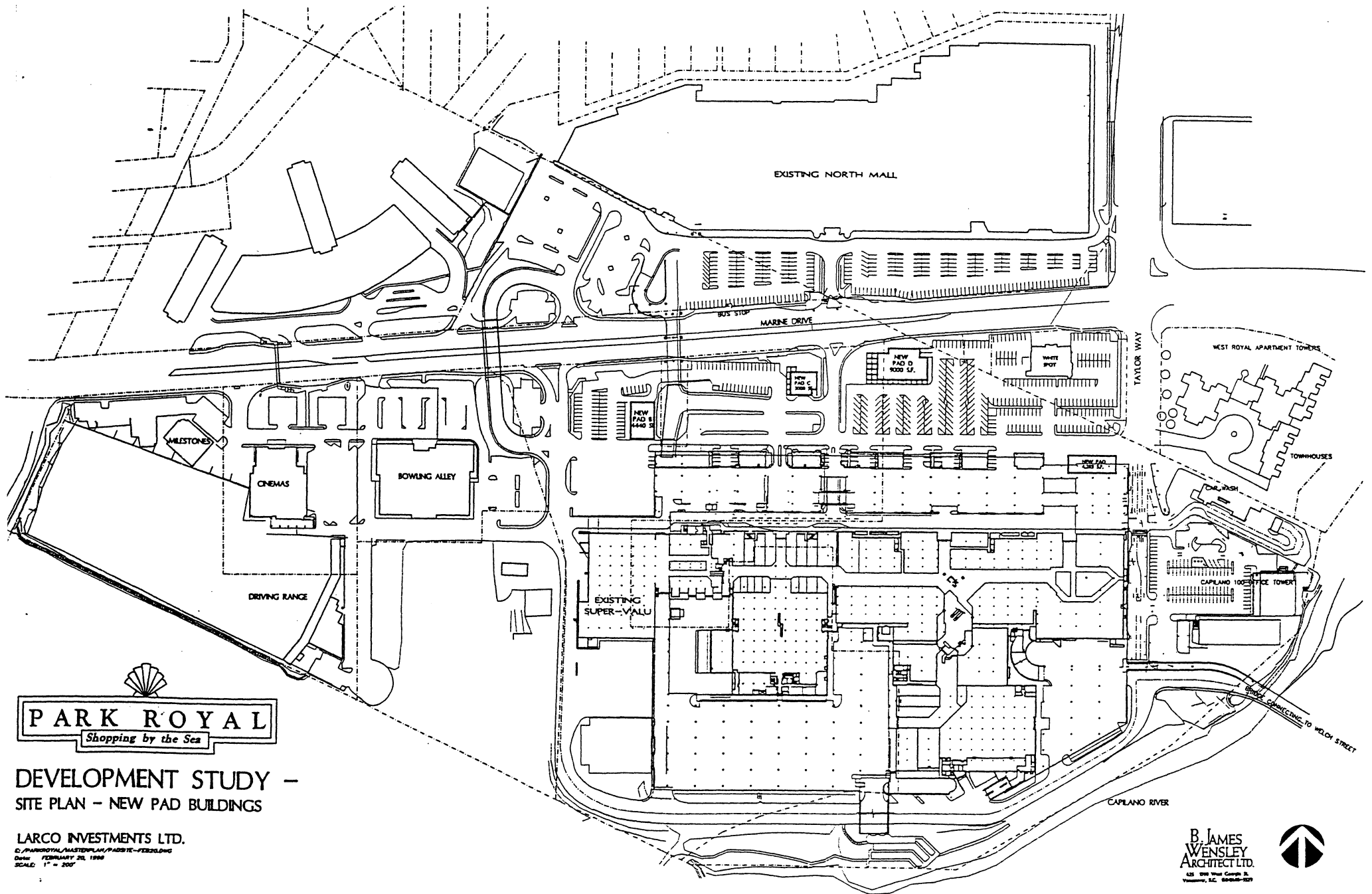
Yours sincerely,



Rhys Duggan  
Development Manager

Attachment

RD/ct



## DEVELOPMENT STUDY - SITE PLAN - NEW PAD BUILDINGS

LARCO INVESTMENTS LTD.

C:\PARKROYAL\MASTERPLAN\PADSITE-FEB20.DWG  
Date: FEBRUARY 20, 1999  
SCALE: 1" = 200'

B. JAMES  
WENSLEY  
ARCHITECT LTD.  
425 West George St.  
Vancouver, B.C. V6G 2B6-9279

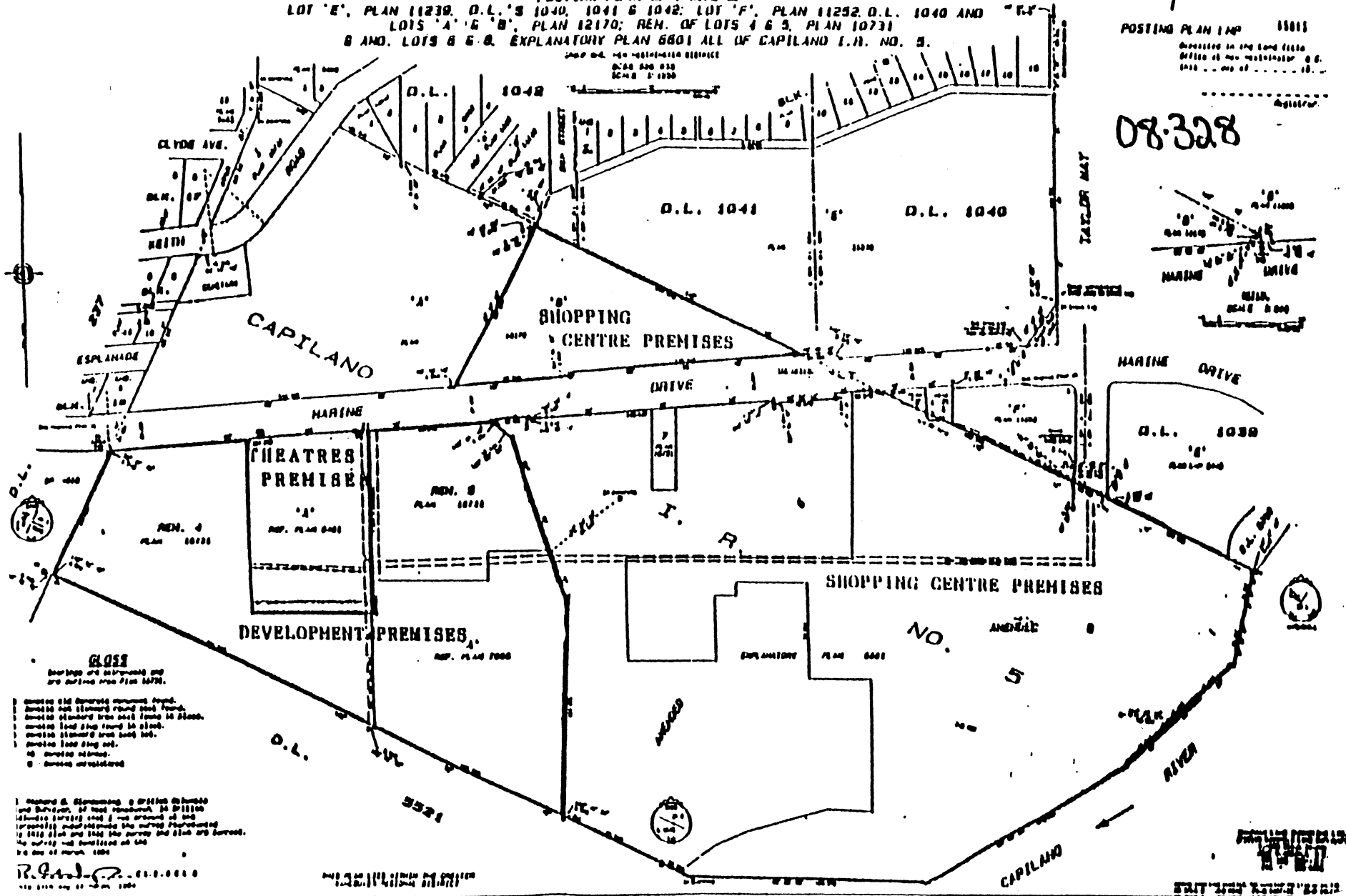




POSTING PLAN OF PARTS OF  
 LOT 'E', PLAN 11239, D.L.'S 1040, 1041 & 1042; LOT 'F', PLAN 11252, D.L. 1040 AND "F.F."  
 LOTS 'A', 'G' & 'B', PLAN 12170; REN. OF LOTS 1 & 3, PLAN 10731  
 8 AND, LOTS 6 & 8, EXPLANATORY PLAN 6601 ALL OF CAPILANO I.R. NO. 5.

POSTING PLAN 149 11011  
 Deposited in the Land Office  
 Office of the Registrar, B.C.  
 this day of \_\_\_\_\_ 19\_\_  
 Registrar

08.328



SCHEDULE "B"