March 7, 2019

Dear [Name]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 (TCII/02/2019)

Dear [Name],

On January 17, 2019 the Department of Tourism, Culture, Industry and Innovation received your request for access to the following records:

"Looking for information on the sale and agreement between Big Falls Tourist Lodge to the Humber Lodge Big Falls in the Sir Richard Squires Memorial Provincial Park. Including the lease agreement between the Lodge and the Province".

On behalf of the Dept. of Tourism, Culture, Industry and Innovation, I apologize for the delay in providing a final response to your application. During the final stages of processing your initial request, the department received new additional records of a legal nature that required consultations with multiple parties given the sensitivity of solicitor-client privilege. The responsibility for this oversight rests with our department and I thank you for your understanding. On February 25, 2019, you provided additional clarity to your request by indicating you did not require internal communications between Dept of Justice and Public Safety and Dept. of Tourism, Culture, Industry and Innovation officials that were of an internal solicitor-client nature or of draft documents. Your clarification has expedited the finalizing of your application.

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Tourism, Culture, Industry and Innovation to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

s.29 (1), s.39 (1) (a) (ii), s. 40 (1)

Policy advice or recommendations

29. (1) The head of a public body may refuse to disclose to an applicant information that would reveal

(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;
Disclosure harmful to business interests of a third party

39. (1) The head of a public body shall refuse to disclose to an applicant information

(a) that would reveal

   (i) trade secrets of a third party, or

   (ii) commercial, financial, labour relations, scientific or technical information of a third party;

s. 40(1)

Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any questions or require clarification of any part of the response package, please feel free to contact me phone at (709) 729-7084 or by e-mail at BlairMathews@gov.nl.ca.
Sincerely,

Blair Matthews
ATIPP Coordinator
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
From: Red Indian Lake Outfitting [info@redindianlake.com]
Sent: 24 September 2015 15:51
To: Bailey, Geoff
Subject: Big Falls Tourist Lodge

As per section 14 of the consignment lease, Humber Lodge Big Falls Inc, a newly established company, is proposing to transfer the current agreement between (Sterling and Irene Pittman) SiP Enterprises and the Provincial Park over to our business. We require the Ministers approval to do this.

We intend to operate as the current lodge operates however complete required upgrades and invest into the structure and marketing of the business. We have been annually visiting Sir Richard Squires Park for 22 years and are passionate about fly fishing for Atlantic Salmon. We look forward to working with your department and improving on an already magnificent Atlantic Salmon fishing destination.

As time is of the essence, please respond to this request as soon as possible.

Sincerely,
Shirley Thorne
Humber Lodge Big Falls Inc.
70956727025
Humber Lodge Big Falls Inc  
Attention: Shirley Thorne

Dear Ms. Thorne:

Re: Assignment of SIP Enterprises Limited Lease, Sir Richard Squires Memorial Provincial Park

The Department has been advised that you intend to enter into an agreement with SIP Enterprises Limited to purchase its operations at Sir Richard Squires Memorial Provincial Park.

As you may be aware there is currently a Concession Lease in place between SIP Enterprises Limited and the Province. That Lease is dated July 31, 1998 and has a term of 50 years. Under clause 14 of the Lease, SIP Enterprises Limited cannot assign the Lease without the Minister’s prior, written consent. The Lease also provides in clause 14 (2) that the Concessionaire must provide the Minister with full particulars of the assignment and that no assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Concessionaire’s covenants under the Lease.

As part of its internal processes in matters such as this, the Department will be reviewing the Concession Lease in detail and will conduct an inspection of the Leasehold Premises. The Department has recently become aware, for example, that a generator, a shed and two diesel storage tanks belonging to SIP Enterprises are currently situated outside the leased area on provincial park land. This issue will have to be addressed before an assignment can be finalized.

As mentioned, the Department will conduct a full review and this may take several weeks. The Department has assigned Concession Leases in the past and while the Department does not anticipate any major issues it will keep you apprised as its review progresses.

Please note that this email does not constitute the Minister’s consent as required under the terms of the Lease. Once the review has been completed the Department may be in a position to advise you further concerning the Minister’s written consent pursuant to clause 14.

Sincerely,

Slan

Ms. Siân K. French, Director  
Parks and Natural Areas Division  
Environment and Conservation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL  A2H 6E6

T (709) 637-2275  
F (709) 637-8060
From: Red Indian Lake Outfitting [mailto:info@redindianlake.com]
Sent: Thursday, September 24, 2015 4:18 PM
To: Chippett, Jamie
Cc: Helen Bursey
Subject: Purchase of Big Falls Tourist Lodge

The contact information for our lawyers office in relation to the purchase of Big Falls Tourist lodge is below. I have copied Helen from Inder and Griffin Law firm on this email. They need an email or a faxed document indicating that the transfer of lease can happen. The company name to transfer the lease to is: Humber Lodge Big Falls Inc. A newly formed company for this new venture.

Sincerely,
Shirley Thorne

Helen Bursey
Inder and Griffin Law Office
Ph: 7094897111
Fax: 7094892474
Email: [REDACTED]@indergriffin.ca

Sent from my BlackBerry 10 smartphone on the Bell network.
Hi Sterling and Irene,

I need to get in touch with you for a status update.
Were you able to obtain the particulars on the diesel tank and are you in the process of having it registered?
Have you had further discussions with the Thorne's since our meeting at the park on Sept. 28, 2015?

Thanks,

Jeff Bannister
Land Management Specialist
Parks and Natural Areas Division
Dept. of Environment & Conservation
117 Riverside Drive, P.O. Box 550
Corner Brook, NL A2H 6E6

Tel: 709-637-8077
Fax: 709-637-8060

jeffbannister@gov.nl.ca
www.env.gov.nl.ca/env/parks/index.html

Hi Mr. Pittman,

The below email was sent to Ms. Shirley Thorne and her solicitor this afternoon.
It summarizes the process for the assignment and raises an outstanding issue that needs to be addressed concerning the location of the fuel storage tanks and the generator/shed.
An Environmental Protection Officer and I will be at the site approximately 10:30 on Monday the 28th to do a visual inspection of the area.
It would be great if you and/or Sterling could meet us there.

Sincerely,

Jeff Bannister
709-637-8077

From: French, Sian
Sent: Friday, September 25, 2015 3:53 PM
To: 'info@redindianlake.com'
Cc: [Redacted]; Bailey, Geoff; Bannister, Jeff
Subject: FW: Purchase of Big Falls Tourist Lodge

Humber Lodge Big Falls Inc
Attention: Shirley Thorne
Dear Ms. Thorne:

Re: Assignment of SIP Enterprises Limited Lease, Sir Richard Squires Memorial Provincial Park

The Department has been advised that you intend to enter into an agreement with SIP Enterprises Limited to purchase its operations at Sir Richard Squires Memorial Provincial Park.

As you may be aware there is currently a Concession Lease in place between SIP Enterprises Limited and the Province. That Lease is dated July 31, 1998 and has a term of 50 years. Under clause 14 of the Lease, SIP Enterprises Limited cannot assign the Lease without the Minister’s prior, written consent. The Lease also provides in clause 14 (2) that the Concessionaire must provide the Minister with full particulars of the assignment and that no assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Concessionaire’s covenants under the Lease.

As part of its internal processes in matters such as this, the Department will be reviewing the Concession Lease in detail and will conduct an inspection of the Leasehold Premises. The Department has recently become aware, for example, that a generator, a shed and two diesel storage tanks belonging to SIP Enterprises are currently situated outside the leased area on provincial park land. This issue will have to be addressed before an assignment can be finalized.

As mentioned, the Department will conduct a full review and this may take several weeks. The Department has assigned Concession Leases in the past and while the Department does not anticipate any major issues it will keep you apprised as its review progresses.

Please note that this email does not constitute the Minister’s consent as required under the terms of the Lease. Once the review has been completed the Department may be in a position to advise you further concerning the Minister’s written consent pursuant to clause 14.

Sincerely,

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: Red Indian Lake Outfitting [mailto:info@redindIANlake.com]
Sent: Thursday, September 24, 2015 4:18 PM
To: Chippett, Jamie
Cc: Helen Bursey
Subject: Purchase of Big Falls Tourist Lodge
The contact information for our lawyers office in relation to the purchase of Big Falls Tourist lodge is below. I have copied Helen from Inder and Griffin Law firm on this email. They need an email or a faxed document indicating that the transfer of lease can happen. The company name to transfer the lease to is: Humber Lodge Big Falls Inc. A newly formed company for this new venture.

Sincerely,
Shirley Thorne

Helen Bursey
Inder and Griffin Law Office
Ph:7094897111
Fax:7094892474
Email: [redacted]@indergriffin.ca

Sent from my BlackBerry 10 smartphone on the Bell network.
Jeff,
As per our conversation, attached are the rough sketches of the new addition for your review.
This will allow the general public a separate dining area and provide a larger store/fly fishing shop so we can provide additional items for park and lodge guests. This will also create a more comfortable atmosphere for lodge guests, as the constant flow of traffic to the store will no longer go through the middle of the lodge. We have spent 22 years staying at this park and 12 years staying at the lodge. We personally know many regulars at the lodge and have based our upgrades on their input as well as our own experience. We have a small window of opportunity to get this out of the weather and require your approval as soon as possible. We look forward to working with your team and await your reply.
Please do not hesitate to contact me any time.
Sincerely,
Shirley Thorne
Humber Lodge Big Falls
7096727026

Red Indian Lake Outfitting
P.O. Box 5
Buchans, NL, Canada
A0H 1G0
709.672.7026
709.672.7120
www.redindianlake.com
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
From: French, Sian  
Sent: Tuesday, December 1, 2015 12:01 PM  
To: info@redindianlake.com  
Subject: RE: Private Sector Initiatives Program – Sir Richard Squires Memorial Provincial Park

Dear Ms. Thorne,

Can you please call to discuss the matter referenced below or provide a contact number at which I can reach you? I would like to follow up with you in relation to the email below.

Sincerely,

Sian

Ms. Siân K. French, Director  
Parks and Natural Areas Division  
Environment and Conservation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL A2H 6E6

T (709) 637-2275  
F (709) 637-8060

From: Janes, Colleen G  
Sent: Thursday, November 19, 2015 3:09 PM  
To: info@redindianlake.com  
Cc: French, Sian; Firth, Ross  
Subject: Private Sector Initiatives Program – Sir Richard Squires Memorial Provincial Park

Good afternoon Ms. Thorne.

I spoke with Jamie Chippett last week, who relayed your name and nature of your call to me. I've had the opportunity to discuss this with my staff to gather details on next steps.

The department is aware that you have taken possession of Big Falls Tourist Lodge. As you know from the email from Sian French of September 25, 2015, there is a Concession Lease in place between the Province and SIP Enterprises Ltd with respect of this property. As you also know, SIP Enterprises Ltd cannot assign the Lease without the prior written consent of the Minister. The property on which the lodge is located forms part of the provincial park.

The department is currently working to identify additional information that will be required as part of its lease assignment review process. We want to ensure we have a complete picture of what we need from you to avoid having to make several requests to you for information. I have asked staff to compile this as quickly as possible and hope to be in touch shortly with those details.

In the meantime if you have any questions please don't hesitate to contact me.
Sincerely,
Colleen

Sent from my BlackBerry 10 smartphone on the Bell network.
Dear Ms. Thorne:

Further to the November 19 email from Deputy Minister Colleen Janes, the department has identified the following documents that are required in order to advance the lease assignment review process. These documents include:

1. Proof of valid insurance. Please see the attached document (Annex 1) for details.
2. Copy of the Deed of Conveyance between SIP Enterprises Ltd. and Humber Lodge Big Falls Inc.

In addition, the department is reviewing the 1998 concession lease between the province and SIP Enterprises Ltd. In order to ensure that the document is in line with the current government leasing practices and in consideration of possible revisions to the existing terms and conditions. A draft lease document will be forwarded to you for your review.

Please note that your use of the existing Lodge and activities in relation to the new addition must stop until a valid lease agreement is in place, and any subsequent use or activities must comply with the terms of the lease. If such use and activities continue, this will be taken as a waiver of claims against the Province. Please be advised that if any third party claims occur, the Province will seek full indemnification for costs.

In order to facilitate the lease assignment review process and the delivery of the two aforementioned documents, Jeff Bannister - Land Management Specialist, Parks and Natural Areas Division, will contact you to arrange a mutually agreeable time to meet during the week of December 7. Mr. Bannister's contact details are: jeffbannister@gov.nl.ca and phone (709) 637-8077.

I'd be grateful if you would please confirm receipt of this email.

Sincerely,

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8050

From: Janes, Colleen G
Sent: Thursday, November 19, 2015 3:09 PM
To: info@redindianlake.com
Cc: French, Sian; Firth, Ross
Subject: Private Sector Initiatives Program – Sir Richard Squires Memorial Provincial Park

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In the meantime if you have any questions please don't hesitate to contact me.

Sincerely,
Colleen

Sent from my BlackBerry 10 smartphone on the Bell network.

From: French, Sian
Sent: Friday, September 25, 2015 3:53 PM
To: 'info@redindianlake.com'
Cc: 'hbursey@indergriffin.ca'; Bailey, Geoff; Bannister, Jeff
Subject: FW: Purchase of Big Falls Tourist Lodge

Humber Lodge Big Falls Inc
Attention: Shirley Thorne

Dear Ms. Thorne:

Re: Assignment of SIP Enterprises Limited Lease, Sir Richard Squires Memorial Provincial Park

The Department has been advised that you intend to enter into an agreement with SIP Enterprises Limited to purchase its operations at Sir Richard Squires Memorial Provincial Park.

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assignment that no assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Concessionaire's covenants under the Lease.

As part of its internal processes in matters such as this, the Department will be reviewing the Concession Lease in detail and will conduct an inspection of the Leasehold Premises. The Department has recently become aware, for example, that a generator, a shed and two diesel storage tanks belonging to SIP Enterprises are currently situated outside the leased area on provincial park land. This issue will have to be addressed before an assignment can be finalized.

As mentioned, the Department will conduct a full review and this may take several weeks. The Department has assigned Concession Leases in the past and while the Department does not anticipate any major issues it will keep you apprised as its review progresses.

Please note that this email does not constitute the Minister’s consent as required under the terms of the Lease. Once the review has been completed the Department may be in a position to advise you further concerning the Minister’s written consent pursuant to clause 14.

Sincerely,

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

---

From: Red Indian Lake Outfitting [mailto:info@redindianlake.com]
Sent: Thursday, September 24, 2015 4:18 PM
To: Chippett, Jamie
Cc: Helen Bursey
Subject: Purchase of Big Falls Tourist Lodge

The contact information for our lawyers office in relation to the purchase of Big Falls Tourist lodge is below. I have copied Helen from Inder and Griffin Law firm on this email. They need an email or a faxed document indicating that the transfer of lease can happen. The company name to transfer the lease to is: Humber Lodge Big Falls Inc. A newly formed company for this new venture.

Sincerely,
Shirley Thorne

Helen Bursey
Inder and Griffin Law Office
Ph: 7094897111
Sent from my BlackBerry 10 smartphone on the Bell network.
Thank you.

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: Helen Bursey [mailto:____@indergriffin.ca]
Sent: Tuesday, December 01, 2015 3:49 PM
To: French, Siân
Subject: Fred & Shirley Thorne (Humber Lodge Big Falls Inc.)

Hello Siân:

At the request of Shirley Thorne, I am attaching a copy of the Assignment of Lease and Bill of Sale.

Regards,

Helen Bursey
Real Estate Assistant
Inder & Griffin Law Office
P.O. Box 587
7 High Street
Grand Falls-Windsor, NL
A2A 2J9

Tel: 709-489-7111
Fax: 709-489-2474
Dear Shirley,

Thank you for providing a copy of your current insurance. Please note that it does not meet all of the requirements of Annex 1- Proof of Insurance. Can you please work with your insurer to have the policy revised and provide us with an updated version that is compliant with details outlined in Annex 1 as provided to you on December 1 and reattached here?

Sincerely,

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: Judy Wells [mailto:...@munninsurance.com]
Sent: Tuesday, December 01, 2015 4:20 PM
To: 'Sian French.'
Cc: 'Red Indian Lake Outfitting'
Subject: Humber Lodge Big Fall Inc.

Sian,

Please find attached confirmation of insurance and policy wording for the above noted client. Should you have any questions or concerns I can be contacted at the numbers below or by email.

regards,

Judy Wells

From: Munn - Corner Brook
Sent: Tuesday, December 01, 2015 4:18 PM
As requested:

Minister of Environment and Conservation  
PO Box 8700  
Confederation Building, West Block  
St. John’s, NL  
A1B 4J6

Ms. Siân K. French, Director  
Parks and Natural Areas Division  
Environment and Conservation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL A2H 6E6

T (709) 637-2275  
F (709) 637-8060

---

From: Judy Wells [mailto:********@munninsurance.com]  
Sent: Wednesday, December 02, 2015 9:56 AM  
To: French, Sian  
Cc: 'Red Indian Lake Outfitting'  
Subject: RE: Humber Lodge Big Fall Inc.  
Importance: High

s. 39 (1) (a) (ii)

Please advise the complete name & address as how we should list the Minister on the above note insurance policy. We will provide an insurance certificate as so as we receive you address & name as it should appear on the insurance certificate.

thank you,

Judy

---

Judy Wells  
Western Regional Manager, Commercial Sales

10 Main St., Suite 104, Corner Brook, NL A2H 1B8

T:709.639.9201 • M:********  
F:709.634.5906 • TF:1.877.639.7404  
W:munninsurance.com
From: Red Indian Lake Outfitting [mailto:info@redindianlake.com]
Sent: Wednesday, December 02, 2015 9:43 AM
To: Judy Wells
Subject: Fw: Humber Lodge Big Fall Inc.

Red Indian Lake Outfitting
P.O. Box 5
Buchans, NL, Canada
A0H 1G0
709.672.7026
709.672.7120
www.redindianlake.com

From: French, Sian <SianFrench@gov.nl.ca>
Sent: Wednesday, December 2, 2015 9:55 AM
To: 'info@redindianlake.com'
Cc: Bannister, Jeff; Bailey, Geoff
Subject: FW: Humber Lodge Big Fall Inc.

Dear Shirley,

Thank you for providing a copy of your current insurance. Please note that it does not meet all of the requirements of Annex 1- Proof of Insurance. Can you please work with your insurer to have the policy revised and provide us with an updated version that is compliant with details outlined in Annex 1 as provided to you on December 1 and reattached here?

Sincerely,

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060
From: Judy Wells [mailto:...@muninsurance.com]
Sent: Tuesday, December 01, 2015 4:20 PM
To: 'Sian French.'
Cc: 'Red Indian Lake Outfitting'
Subject: Humber Lodge Big Fall Inc.

Sian,

Please find attached confirmation of insurance and policy wording for the above noted client.

Should you have any questions or concerns I can be contacted at the numbers below or by email.

regards,

Judy Wells

From: Munn - Corner Brook
Sent: Tuesday, December 01, 2015 4:18 PM
To: Judy Wells
Subject: Message from KMBT_223

Judy Wells CAIB
Western Regional Manager, Commercial Sales

10 Main St., Suite 104, Corner Brook, NL A2H 1B8

T: 709.639.9201 • M: [redacted]
F: 709.634.5906 • TF: 1.877.639.7404
W: muninsurance.com

Please note email requests to bind coverage or effect policy changes are not bound until written confirmation is provided by a representative of Munn Insurance. This message and any attachments may contain information that is privileged or confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained herein is STRICTLY PROHIBITED. If you received this message in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

Judy Wells CAIB
Western Regional Manager, Commercial Sales

10 Main St., Suite 104, Corner Brook, NL A2H 1B8

T: 709.639.9201 • M: [redacted]
F: 709.634.5906 • TF: 1.877.639.7404
W: muninsurance.com
Please note email requests to bind coverage or effect policy changes are not bound until written confirmation is provided by a representative of Munn Insurance. This message and any attachments may contain information that is privileged or confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained herein is STRICTLY PROHIBITED. If you received this message in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

“This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.”
Good afternoon,

Please find the requested certificate attached. Please let me know if you need anything else.

Thanks,
Nancy

Certificates Department

121 Kelsey Drive, Suite 100, St. John's, NL A1B 0L2

T:709.726.8627  •  M:
F:709.726.5033  •  TF:1.855.726.8627
W:munninsurance.com

Please note email requests to bind coverage or effect policy changes are not binding until written confirmation is provided by a representative of Munn Insurance. This message and any attachments may contain information that is privileged or confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained herein is STRICTLY PROHIBITED. If you received this message in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.
Matthews, Blair

From: French, Sian
Sent: Wednesday, December 16, 2015 9:43 AM
To: 'Red Indian Lake Outfitting'
Cc: Bailey, Geoff; Bannister, Jeff
Subject: FW: Humber Lodge Big Falls Inc. 1740162 P
Attachments: Humber Lodge - Environment and Conservation.pdf; Annex 1 - December 1 2015.docx

Dear Shirley,

We have reviewed the certificate provided by Munn Insurance (attached) and determined that it does not have sufficient detail on the nature and scope of coverage. We need to see a copy of the actual insurance policy that includes all of the points outlined in the annex 1 (attached again for your convenience and distribution to your insurance provider) in order to confirm that it meets our requirements. Could you please work with your insurance company to provide as soon as you are able?

We are hoping to have a draft lease for your review in a few days in advance of a potential meeting next week. We also have some information on a survey of the premises for the lease and Jeff Bannister will be in touch to discuss.

Please feel free to give me a call if you have any questions.

Sincerely,

Sian

Ms. Sián K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: Munn Insurance - Certificates [mailto:Certificates.Department@munninsurance.com]
Sent: Wednesday, December 02, 2015 2:11 PM
To: French, Sian
Cc: 'info@redindianlake.com'
Subject: FW: Humber Lodge Big Falls Inc. 1740162 P

Good afternoon,

Please find the requested certificate attached. Please let me know if you need anything else.

Thanks,

Nancy
Certificates Department

121 Kelsey Drive, Suite 100, St. John's, NL A1B 0L2

T:709.726.8627 • M:
F:709.726.5033 • TF:1.855.726.8627
W:munninsurance.com

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## CERTIFICATE OF INSURANCE

This is to certify to: Minister of Environment and Conservation  
PO Box 8700  
Confederation Building, West Block  
St. John's, NL A1B 4J6

Name of Insured: Humber Lodge Big Falls Inc.  
Address of Insured: PO Box 5  
Buchans, NL A0H 1G0

Location and Operations to which this certificate applies: Fishing and Hunting Lodge

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<td>UMBRELLA LIABILITY</td>
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<tr>
<td>OTHER (Describe below)</td>
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</tr>
</tbody>
</table>

Broker: Munn Insurance Limited

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this certificate 30 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

DATE: 2015-12-02

AVIVA INSURANCE COMPANY OF CANADA

AUTHORIZED REPRESENTATIVE

www.avivacanada.com
Dear Shirley,

Please find attached for your review a draft lease and a draft survey cost share agreement (both in pdf format). Jeff Bannister will be in touch shortly to arrange a face to face meeting next week to discuss these documents.

Can you please confirm receipt of this email and also acknowledge receipt of the email below in which I advise that the insurance information provided to date does not meet our requirements? I should note that Annex 1 states $1M while the Section 5.3 of the draft lease states $2M insurance is required. The latter is correct.

Please feel free to give me a call if you have any questions.

Sincerely,

Sian

Ms. Sián K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

---

From: French, Sian
Sent: Wednesday, December 16, 2015 9:43 AM
To: 'Red Indian Lake Outfitting'
Cc: Bailey, Geoff; Bannister, Jeff
Subject: FW: Humber Lodge Big Falls Inc. 1740162 P

Dear Shirley,

We have reviewed the certificate provided by Munn Insurance (attached) and determined that it does not have sufficient detail on the nature and scope of coverage. We need to see a copy of the actual insurance policy that includes all of the points outlined in the annex 1 (attached again for your convenience and distribution to your insurance provider) in order to confirm that it meets our requirements. Could you please work with your insurance company to provide as soon as you are able?
Matthews, Blair

From: Bannister, Jeff
Sent: Wednesday, December 23, 2015 12:35 PM
To: 'Red Indian Lake Outfitting'
Cc: Bailey, Geoff; French, Sian
Subject: RE: Humber Lodge Big Falls

Hi Shirley,

Thank-you.
The earliest time I am available to meet would be Wednesday, Dec 30, 2015. After that I am available Monday, January 4, Friday, January 8, or the week of January 11 – 15, 2016.
We can meet in Deer Lake, Badger, Corner Brook, or Buchans. Once a date, time, and location are agreed we will arrange a meeting room.
Please advise the date, time and location that works best for you.
Thanks,

Jeff Bannister
Land Management Specialist
Parks and Natural Areas Division
Dept. of Environment & Conservation
117 Riverside Drive, P.O. Box 550
Corner Brook, NL A2H 6E6
Tel: 709-637-8077
Fax: 709-637-8066

jeffbannister@gov.nl.ca
www.env.gov.nl.ca/env/parks/index.html

From: Red Indian Lake Outfitting [mailto:info@redindianlake.com]
Sent: Monday, December 21, 2015 10:29 PM
To: Bannister, Jeff
Subject: Humber Lodge Big Falls

Hi Jeff,
Thank you for taking the time to call me today. It's pretty hectic at this time and I was actually shopping for hockey equipment for our youngest son when you called so I apologize for not taking more time.
Jeff I am not sure if it is possible for you to meet with us in this area however we will be available to meet with you over the next few days should be in this area or are able to come in. Unfortunately we will not be in the Corner Brook area at this time.
Please call me at 6727026 should you wish to meet.

Sincerely,
Shirley Thorne
Humber Lodge Big Falls

Red Indian Lake Outfitting
P.O. Box 5
Buchans, NL, Canada
A0H 1G0
Jeff,
Thank you.
Please see signed agreement.

Shirley Thorne
Humber Lodge Big Falls

On 2016-01-19 15:22, Bannister, Jeff wrote:
> Hi Fred & Shirley,
> 
> I emailed your architect, Grant Genova on Friday, Jan. 15, 2016 but
> have not received a response from him to date.
> 
> I confirm that a Phase II Environmental Site Assessment of the
> generator shed and diesel storage tank areas will have to wait until
> the spring thaw and motor vehicular access is possible.
> 
> Please advise when the diesel storage tank has been properly
> registered with Service NL.
> 
> Thanks,
> 
> Jeff Bannister
> Land Management Specialist
> Parks and Natural Areas Division
> Dept. of Environment & Conservation
> 117 Riverside Drive, P.O. Box 550
> Corner Brook, NL A2H 6E6
This email and any attached files are intended for the sole use of the primary and copied addressee[s] and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.

Links:

[1] http://webmail.redindianlake.com/.../Documents/Settings/jeffbannister/ApplicationData/Microsoft/Signatures/jeffbannister@gov.nl.ca

COST SHARE AGREEMENT

THIS AGREEMENT made at the _______ of ________, in the Province of Newfoundland and Labrador, effective the ________ day of ________________, A.D. 2016.

BETWEEN:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister for Environment and Conservation (hereinafter "The Minister"),

AND:

HUMBER LODGE BIG FALLS INC., a body corporate, incorporated under the Corporations Act, RSNL 1990, c. C-36 and having head offices in Buchans in the Province of Newfoundland and Labrador (hereinafter "Humber Lodge"),

collectively referred to as the "Parties"

WHEREAS: The Minister is the representative of Her Majesty's Government of Newfoundland and Labrador responsible for the management and administration of Sir Richard Squires Memorial Provincial Park and all the lands and buildings therein;

AND WHEREAS: Humber Lodge desires to lease the property originally leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park for the remainder of the period originally granted to SIP Enterprises Limited on the 31st day of July, 1998;

AND WHEREAS the Minister and Humber Lodge are now entering into this Agreement to co-fund a survey of the property leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Minister and Humber Lodge agree together as follows:

Definitions

In this Agreement:

"Area" means the general area leased to SIP Enterprises, Ltd. on the 31st day of July, 1998 and in respect of which the Parties intend to conclude a new lease agreement.

"Agreement" means this Cost Share Agreement.

"Survey" means the survey cost shared under this Agreement.

1. Each of the Parties shall pay one half the total cost of the Survey.

2. Each of the Parties shall provide their consent in writing to the total cost of the Survey, prior to the conduct of the Survey.
15. The Province shall not be liable for, and Humber Lodge shall indemnify and save harmless the Province, and the Province’s representatives, against all losses, costs, charges, or expenses incurred by the Province and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Province, or its representatives by a third party, as a result of or related to the performance of this Agreement by Humber Lodge or its representatives.

16. All materials and surveys and such other information and materials or parts thereof as are compiled, drawn and produced by the Surveyor and provided to the Minister in relation to this Agreement and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador. The Minister hereby grants to Humber Lodge a royalty free, unlimited, non-transferable licence to use the Survey.

Correspondence

17. All notices or other communications between any of the Parties, including the consent to costs in s. 2, shall be made in writing and may be delivered by registered mail or transmitted electronically, and shall be addressed as follows:

(i) To the Minister at:

Sian French, Director  
Parks and Natural Areas Division  
Environment and Conservation  
PO Box 550  
Corner Brook, NL A2H 6E6

Email: SianFrench@gov.nl.ca

(ii) To Humber Lodge at

Humber Lodge Big Falls Inc.  
c/o Fred Thome or Shirley Thome  
P.O. Box 5  
Buchans, NL A0H 1G0

Email: Info@redindianlake.com
3. The Minister shall contract with a professional third party survey company (hereinafter 'the Surveyor') to conduct a Survey of the Area and shall pay the full amount of the contract with the Surveyor.

4. Upon receipt of an invoice from the Minister or designate, Humber Lodge shall pay to the Minister the amount set out in the invoice.

5. The invoice sent from the Minister to Humber Lodge shall not exceed one half of the total costs paid by the Minister to the Surveyor.

6. Humber Lodge shall pay to the Minister the full amount of the invoice within 30 (thirty) days of the invoice date.

7. If the invoice is not paid within thirty (30) days of the invoice date, the invoiced amount shall bear interest commencing the thirtieth (30th) day following the invoice date, at the then current rate of interest charged by the Minister on outstanding balances owed to the Government of Newfoundland and Labrador as approved in its annual budget, until the actual date of payment.

**General**

8. This Agreement is binding upon the successors, assigns and legal representatives of Humber Lodge.

9. This Agreement shall not be assigned by the Humber Lodge without the prior written consent of the Minister.

10. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Newfoundland and Labrador, and all proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador.

11. Nothing in this Agreement shall derogate from or fetter any statutory, regulated or delegated authority under the legislation of Newfoundland and Labrador or Canada as amended from time to time.

12. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any particular Party.

13. This Agreement may be amended only with the written consent of the Parties. An amendment will become effective upon its execution by the Parties, unless another date is agreed.

14. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understanding and agreements relating to the subject matter hereof, whether oral or written.
Signatures

18. The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

The Honourable Perry Trimper
Minister of Environment and Conservation
Date: [Redacted]

[Redacted]
Date: Jan 21, 2016

Print Name:

witness

Date: [Redacted]

Print Name:
Date: Jan 21, 2016

s. 40 (1)
c. "Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year;

d. "Manager" means Manager of Park Operations and Visitor Services at the Department of Tourism, Culture, Industry and Innovation;

e. "Minister" means the Minister of Tourism, Culture, Industry and Innovation or any person authorized to act on behalf of the Minister;

f. "Off-road Vehicle(s)" means off-road vehicle as defined in s. 2(g) of the Provincial Parks Regulations;

g. "Park" means Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland and Labrador;

h. "Park Manager" means the Park Manager of the Sir Richard Squires Memorial Provincial Park for the Department of Tourism, Culture, Industry and Innovation or any person authorized to act on behalf of the Park Manager including, but not limited to, the Manager or Director.

2. Annual Dates of Operation

2.1 Subject to sections 15.1 and 18.1 hereof, during each year of this Lease Agreement the Lessee shall determine the opening and closing dates and hours of operation of the Premises.

2.2. When the Park is open to the public, the Lessee and patrons of the Lessee may access the Premises using the same methods and routes as the general public.

2.3 When the Park is closed to the public, the Lessee and patrons of the Lessee may access the Premises using Off-road Vehicle(s) via the route depicted in Schedule D - Winter Access Designation Map and so designated by the Minister under the authority of the Provincial Parks Act and the regulations thereunder.

3. Rental Fees and Taxes

3.1 The Minister may, at his or her sole discretion, charge the Lessee a rental fee for the Premises during the term of the Lease Agreement.

3.2 The Lessee shall pay to the Minister the rental fee established by the Minister in his or her sole discretion.

3.3 The Minister shall provide ninety (90) days written notice to the Lessee of the amount of the rental fee and each subsequent annual increase which shall be charged by the Minister per 3.1. If a rental fee is charged by the Minister, the rental fee shall increase each Fiscal Year at a rate of two percent (2%) per annum.
Concession Lease – v. 13

THIS AGREEMENT made in duplicate at St. John’s in the Province of Newfoundland and Labrador this ___ day of __________, 201_.

BETWEEN: HER MAJESTY THE QUEEN in right of Newfoundland and Labrador, as represented by the Minister of Tourism, Culture, Industry and Innovation (hereinafter "The Minister")

AND: Humber Lodge Big Falls Inc., a body corporate, incorporated Corporations Act R.S.N.L. 1990, c. C-36 and having head offices at Buchans in the Province of Newfoundland and Labrador, (hereinafter "The Lessee")

collectively referred to as the “Parties”

WHEREAS: The Minister is the representative of Her Majesty’s Government of Newfoundland and Labrador responsible for the management and administration of Sir Richard Squires Memorial Provincial Park and all the lands and buildings therein, including all those designated in the survey appended to this Lease Agreement as “Schedule A”;

AND WHEREAS: The Lessee desires to lease the Premises for the remainder of the period originally granted to SIP Enterprises Limited on the 31st day of July, 1998, commencing on the ___ day of __________ 201_ and ending on the 30th day of June, 2048;

AND WHEREAS: The Lessee made an agreement with SIP Enterprises Limited on September 25, 2015 in respect of the Premises and appended hereto as “Schedule C”;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the Parties agree as follows:

1. Definitions

1.1 In this agreement:

a. “Premises” means the Provincial Park area at Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland and Labrador shown in Schedule “A” and includes every aspect of the operation of the Premises provided for in this Lease Agreement;

b. “Director” means the Director of Parks at the Department of Tourism, Culture, Industry and Innovation;
3.4 If a rental fee is charged by the Minister, the Minister may, at his or her sole discretion every five (5) years during the term of the Lease Agreement change the rental fee. The Minister shall provide ninety (90) days written notice to the Lessee of any such change.

3.5 The Lessee will, during the term, pay all taxes, rates, duties, and assessments charged upon the Lodge, Premises, or upon the Lessee, except for taxes lawfully levied on and owing by the Minister in relation to this Lease Agreement.

3.6 All sums, for rent or otherwise, payable to the Minister under this Lease Agreement, including amounts payable under 13.5, shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Minister on outstanding balances owed to the Government of Newfoundland and Labrador as approved in its annual budget, until the actual date of payment.

4. Permitted Uses

4.1 The Lessee shall only use the Premises to operate a Tourist Lodge (in accordance with Schedule B), including a convenience store, craft shop, laundromat, dining room, coffee shop, takeout, and any other services which may be approved by the Minister by written consent upon submission and review of site plans and any other materials required by the Minister.

4.2 At its expense, the Lessee shall procure and maintain such licenses, permits, or approvals from Federal, Provincial, Municipal, and other Governmental authorities and such other permits as may be necessary to enable the Lessee to furnish the services provided by the Lease Agreement.

4.3 The Lessee shall abide by and comply with all federal, provincial, and municipal laws, regulations, and by-laws, in any manner affecting the Premises and all operations thereof. The signing of this Lease Agreement by the Minister does not assure or in any way represent that the Lessee is or has been in compliance with all provincial laws and regulations.

4.4 Upon obtaining any required licenses, liquor as defined by the Liquor Control Act may be sold within the Lodge as part of a food or bar service, but not as a liquor retail operation. Under no circumstances is liquor permitted outside the Lodge except in accordance with the Provincial Parks Act and its regulations and all other applicable laws relating to the control of liquor. The signing of this Lease Agreement does not assure or in any way represent that any license or permit, including liquor licenses or permits, will be issued to the Lessee.

4.5 The Lessee shall not itself, nor shall it allow any other person or persons acting for it or with its permission to bring, keep, sell, or store, offer for sale, or give away any form of alcoholic beverage (including beer, wines, and spirits) except in accordance with this section.

4.6 The Lessee shall ensure it is in full compliance at all times with all applicable occupational health and safety legislation and regulations, including, but not limited to the Occupational Health and Safety Act and its regulations and shall, upon request of the Minister,
provide evidence to the Minister of compliance with all applicable occupational health and safety legislation and regulations.

5. Indemnification/Insurance

5.1 The Minister shall not be responsible for the loss of any articles left in the custody of the Lessee, or for the loss of any goods or merchandise on the premises.

5.2 The Lessee will, at all times, indemnify and save the Minister harmless from and against all claims, demands, losses, costs, and expenses, in any manner, based upon, arising out of, or connected with this Lease Agreement or anything done or maintained hereunder, or arising out of the use or occupancy of the premises by the Lessee, except to the extent that any such loss, etc., is caused by the negligence of the agents or servants of the Minister acting in the course of their duties or employment. The obligation on the Lessee to indemnify the Minister under this section, however, is not affected by any approval given, or inspection made pursuant to this Lease Agreement by the Minister, or the Minister’s servants or agents, notwithstanding that any such approval or inspection may have been negligently given or made.

5.3 During the term of this Lease Agreement, the Lessee will, at its sole expense, take out and maintain sufficient insurance to discharge its obligations under this Lease Agreement and in any event such insurance, excluding fire insurance, to be for at least two million dollars ($2,000,000). Such insurance will provide that the Lessee and the Minister, as named insureds, are indemnified against all legal liability arising from the death or injury to any person as well as loss or damage to any property, to the extent that liability for these occurrences arises from the use or occupation of the Premises.

5.4 The insurance referred to in section 5.3 will also provide that in the event of the death or injury to an employee of one of the Parties thereto, by an event for which the other Party is or may be liable, such insurance will indemnify the Party against whom the claim is made or may be made in the same manner as if separate policies had been issued to each Party.

5.5 The insurance referred to in this sections will indemnify each Party in the same manner as though separate policies were issued in respect of any action brought against either of the Parties by the other Party.

5.6 The insurance referred to in this section must provide for a minimum of thirty (30) days notice by the insurance company or companies to the Lessee and to the Director of the cancellation or amendment of insurance. The Lessee will provide the Park Manager with the originals, duplicate originals, or certified copies of the policies together with written proof, on an annual basis on the anniversary of the signing of this Lease Agreement, satisfactory to that Director, that the premiums therefore are paid as they become due and payable.

6. Signs and Advertising
6.1 The Lessee will, if required, ensure that signs, notices and printed material used for the purposes of informing the public are in accordance with Parks Division standards as approved by the Manager of Operations prior to their being displayed or distributed.

7. Building, Equipment, and Maintenance

7.1 The Lessee shall provide for hire by the public the buildings referenced in Schedule B attached hereto, for the time period determined in accordance with section 2 hereof.

7.2 The Lessee agrees that no construction, renovations, improvements, or significant changes to the Premises will be carried out without the prior written consent of the Minister and that prior to any such consent being provided, it will submit to the Minister for approval, as applicable:

a. All plans and specifications of the building or buildings which the Lessee proposes to erect including a plan of the land indicating the proposed location of the building or buildings;

b. All plans and specifications of any proposed renovations to existing buildings;

c. A plan of the land indicating any proposed alterations to parking facilities, roadways, and landscaping.

7.3 Upon approval by the Minister of the plans and specifications mentioned in section 7.2, the Lessee will, within one (1) year of the date of the Minister’s approval, complete the construction of the proposed building or buildings, the parking facilities, roadways, and landscaping. The Minister may, at his or her sole discretion, upon written request of the Lessee prior to the expiry of this period, grant the Lessee an extension to this period.

7.4 The Lessee shall:

a. Maintain the Premises in a clean, tidy, and safe condition in accordance with all applicable health and safety legislation;

b. At its own expense, employ a suitable number of qualified persons to provide all the services required by this Lease Agreement;

c. Ensure that the deportment and conduct of all persons employed by the Lessee is conducive to the operation of the Park and the Premises;

d. Ensure that no portion of the Premises is used for living quarters except to the extent that it is necessary to achieve the authorized uses set out in section 4 hereof;

e. Ensure that its supplies are stored in the Premises or outside the Park, or as otherwise may be permitted in writing by the Park Manager;
f. Prepare for the regular removal, each day during the operating season and each visit to the Premises during the off season, of all garbage, waste, and other refuse from the Premises;

g. Provide all necessary containers for garbage and refuse.

h. Maintain the Premises and any and all buildings thereon in a good and safe state of maintenance and repair.

7.5 The Lessee will permit the Director, Manager of Operations, Park Manager, or any designate to enter the Premises at all reasonable times during the period for the purpose of verifying compliance with the provisions of this Lease Agreement.

7.6 The Lessee will make proper arrangements and pay for the supply of utilities as required to the Premises.

7.7 The Lessee will maintain all equipment, facilities, or structures provided for hire or operated by the Lessee in a good and safe condition.

8. No Nuisance

8.1 The Lessee will not create or permit or suffer any act or thing on the Premises which interferes with the peaceful use and enjoyment of Park guests, staff, employees, or nearby property owners or occupiers.

9. Compliance with the *Provincial Parks Act*

9.1 The Lessee will comply with the provisions of the *Provincial Parks Act*, as it may be amended from time to time, and any regulations made thereunder as they may exist from time to time, including directives issued pursuant to that Act and those Regulations from time to time.

10. Fire Safety and Emergency Planning

10.1 The Lessee will observe proper fire and safety precautions and will comply fully with the instructions of the applicable fire authorities and the Park Manager in relation thereto.

10.2 The Lessee will comply fully with any emergency planning requirements or instructions set out by the Manager of Operations or Park Manager.

11. No Cutting

11.1 The Lessee will not cut down or permit the cutting down, interfere with or permit the interference with any timber, trees, or other vegetation upon the land or impair or permit the impairment of the natural beauty of the land except to the extent that the Manager of Operations may allow for the reasonable exercise of the Lessee’s rights hereunder.
12. Approved Uses

12.1 The Lessee agrees to conduct only those activities and operations approved by the Minister on the Premises provided by way of this Lease Agreement.

13. Assignment and Other Dealings

13.1 The Lessee shall not assign this Lease Agreement or sublet the whole or any part of the Premises without the prior written consent of the Minister, which consent may be arbitrarily withheld notwithstanding any contrary provision of any statute, provided that every assignment and subletting made with the consent of the Minister shall nevertheless comply with the additional conditions in paragraph 13.3.

13.2 The Lessee may mortgage or encumber its interest in this Lease Agreement or in the Premises (and for which purposes the Lessee may assign or sublet by way of mortgage, debenture, or floating charge) with the consent of the Minister, which consent will not be unreasonably withheld, for the purpose of obtaining financing from a financial institution approved by the Minister to assist with the cost of developing the Premises, but not otherwise; provided that every assignment and subletting for the purposes of obtaining said financing from said approved institution shall nevertheless comply with the additional conditions in 13.4.

13.3 No assignment of this agreement or sublease of any part of the Premises (except assignments and subleases to which section 13.4 applies) shall be made by the Lessee unless the following conditions have been complied with:

a. The Lessee shall have first given to the Minister full particulars of the assignment or sublease which it proposes to make; and

b. No assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Lessee’s covenants under this Lease Agreement.

13.4 No mortgage or encumbrance (by way of assignment, sublease, debenture, floating charge, or otherwise) of this Lease Agreement or the Lessee’s interest hereunder or in the Premises shall be made by the Lessee unless the following conditions have been complied with:

a. The mortgagee or encumbrancer shall covenant with the Minister to be bound by all the covenants and obligations of the Lessee hereunder as soon as the mortgagee or encumbrancer enters into possession of the Lessee’s interest, or otherwise takes steps to enforce its security which have the effect of depriving the Lessee of the ability fully to perform its covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgage rights shall covenant with the Minister to perform all the Lessee’s obligations under this Lease Agreement but as soon as the assignee becomes
bound by the Lessee’s obligations, the mortgagee or encumbrancer is relieved of its covenant;

b. Every mortgage or encumbrance of this Lease Agreement or the Premises shall be made expressly subject to the rights of the Minister under this agreement, and in particular the right of the Minister to acquire property under section 18, and the use restrictions of sections 4 and 12; and

c. The mortgage or encumbrance upon the Lessee’s interest in this Lease Agreement or the Premises shall not include any property except the Lessee’s interest in this Lease Agreement or the Premises including fixtures, improvements, and chattels of the Lessee situate thereon.

13.5 The Lessee shall observe and perform all its obligations incurred in respect of any assignments, subleases, agreements for tenancies, mortgages, and encumbrances of its interest in this Lease Agreement or the Premises and shall not suffer or allow any obligations to be in default, and if any default occurs the Minister may, but is not obliged to, rectify the default for the account of the Lessee.

13.6 Since the Minister has agreed to this Lease Agreement based upon the Minister’s confidence in the Lessee, any change in the authorized share capital, share classes rights of the share classes, or shareholders of any class of shares, whether through purchase, transfer, merger, amalgamation, or otherwise, without the approval of the Minister, which approval shall not be unreasonably withheld, shall bring this Lease Agreement to an immediate end.

14. Quiet Enjoyment

14.1 Subject to events or circumstances beyond the Minister’s control, the Lessee, upon performing the covenants and conditions herein, and upon complying with all applicable legislation and regulations, may peaceably possess and enjoy the premises for the term of this Lease Agreement without any interruption or disturbance from the Minister or any person lawfully claiming by, from, or under the Minister.

15. Termination

15.1 Notwithstanding anything in this Lease Agreement, including section 14, in the event of any default by the Lessee of any of the provisions of this Lease Agreement, or should the Lessee fail to operate the Lodge in a reasonable business-like manner, the Minister may, by written notice to the Lessee and the approved financial institution, if such an approved institution acquires rights pursuant to section 13.2 hereof, require the Lessee to remedy such default within forty five (45) days. If the Lessee or approved institution does not remedy the default within the said forty five (45) day period, then the remaining term under this Lease Agreement will become forfeit and terminated, and it will be lawful for the Minister at any time thereafter to enter the land and buildings thereon, or any part thereof, and all rights and privileges of the Lessee hereunder shall terminate and end at the expiration of the said forty five (45) day period regardless of whether the Minister has re-entered the Premises.
15.2 Notwithstanding anything in this Lease Agreement, including section 16.2, the Minister may, by written notice to the Lessee and the approved financial institution, if such an approved institution acquires rights pursuant to section 13.2 hereof, terminate this Lease Agreement upon one hundred and eighty (180) days notice to the Lessee.

15.3 No damages or any other compensation is payable by the Minister to the Lessee as a result of any termination of this Lease Agreement in accordance with section 15.1 or 15.2; including, but not limited to, any claim for: (a) punitive, exemplary, or aggravated damages, (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of leased facilities, (c) indirect, consequential, or special damages, (d) contribution or indemnity in respect of any claims against the Lessee, or (e) any other damages, including direct and actual damages.

16. Termination for Insolvency, Execution, Receivership, etc.

16.1 Notwithstanding anything contained in this Lease Agreement, including section 14, but subject to the rights, if any, acquired by an approved financial institution pursuant to section 13.2 hereof, if the Lessee should at any time during the period thereof:

   a. be the subject of a petition in bankruptcy or make an assignment for the benefit of creditors;
   b. be judged bankrupt or insolvent;
   c. file any petition to institute any proceedings under any bankruptcy or insolvency legislation seeking to effect reorganization or composition;
   d. have its chattels, equipment, and supplies seized in execution or by a process of law and not released within fifteen (15) days from the date of such seizure, provided that the delivery of an Order of Execution or an Order of Distraint to a Sheriff will not be considered a seizure for the purpose of this provision; or
   e. be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of appointment

it will be lawful for the Minister, without notice, to declare the term ended and this Lease Agreement terminated. Thereupon, these Premises and everything herein contained and the term will absolutely cease, determine and be void without re-entry or any other act or suit or legal proceedings to be brought or taken, provided the Minister will nevertheless be entitled to recover from the Lessee the rental fee then accrued or accruing. Moreover any right by the Minister against the Lessee in respect of any antecedent breach of the covenants, provisions, stipulations, or conditions contained in this Lease Agreement will not be thereby prejudiced.

16.2 As long as any debt owed by the Lessee is outstanding under a security interest acquired by an approved financial institution under section 13.2 hereof, the Minister shall not
terminate this Lease Agreement for the events noted in section 16.1 above unless the said approved financial institution consents to such termination or unless the said approved financial institution fails to exercise its security rights within forty five (45) days following written notification to the said approved financial institution and the Lessee of the occurrence of one or more of the said events by the Minister.

17. Warranties

17.1 Other than as expressly provided herein, each of the goods, property, Premises and services provided by the Minister hereunder, is provided “as is” without warranty, representation, or condition of any kind, expressed or implied, in act or in law, including but not limited to the implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from a course or dealing or usage of trade.

18. Deproclamation

18.1 Notwithstanding anything contained in this Agreement, including section 14.1, nothing in this Lease Agreement obliges the Minister to continue to operate or maintain the Park as a Provincial Park, and the Minister retains an unfettered discretion to deproclaim all or any portion of the Park at any time and to establish the operating season of the Park.

18.2 The Minister shall give the Lessee one hundred and twenty (120) days notice of his or her intention to deproclaim some or all of the Park, which may or may not include the Premises but regardless of whether the Premises are included in the intended deproclamation, this Lease Agreement is terminated at the expiration of the said notice period unless the Lessee wishes to avail of its rights under subsection 18.4 below, and no damages or any other compensation is payable by the Minister to the Lessee as a result of any such deproclamation or any other termination of this Lease Agreement; including, but not limited to, any claim for: (a) punitive, exemplary, or aggravated damages, (b) damages for loss of business, profits or revenue, failure to realize expected savings, loss of use or lack of availability of leased facilities, (c) indirect, consequential, or special damages, (d) contribution or indemnity in respect of any claims against the Lessee, or (e) any other damages, including direct and actual damages.

18.3 Subject to subsection 18.4, the Minister may upon any deproclamation dispose of the deproclaimed area, or any part thereof, in any manner, by any process, or to any person that the Minister, in his or her absolute and unfettered discretion decides is appropriate.

18.4 In the event that the Premises themselves are deproclaimed or the Premises are included in any area deproclaimed under this section 18, the Premises may be severed from any other deproclaimed area and this Lease Agreement may continue in relation to the Premises for the remainder of the then unexpired term in accordance with the terms hereof, with any necessary modifications to reflect the deproclamation, and subject to any fee adjustment under section 3 hereof and any requirement to apply for Crown title as may be set out by the Minister responsible for the administration of Crown lands.
18.5 The Minister may, but is not obliged to, in the case of a deproclamation under this section, where the Lessee does not wish to continue operate at the Premises following any such deproclamation, at the Minister's option, purchase any assets of the Lodge that the Minister designates; and in a case of a disagreement over the purchase price both parties agree to submit that disagreement to arbitration, and Lessee shall sell and the Minister shall buy those designated assets at their market value as determined by the independent arbitrator.

18.6 The above limitation of liability provisions reflects an informed voluntary allocation of the risks (known and unknown) that may exist in connection with this Lease Agreement and that such voluntary risk allocation represents a material part of the Lease Agreement reached between the Parties. Should the Minister exercise the powers of deproclamation provided for in this section, the Lessee agrees that its remedies will be limited to those set forth in section 18. No action, regardless of form, arising out of any such deproclamation may be brought by the Lessee more than 12 months after the deproclamation.

19. Termination and Removal of Property

19.1 Upon any expiry, termination, or cancellation of this Lease Agreement, and unless the Director otherwise directs, the Lessee shall remove from the Premises, within twelve (12) months, all its equipment, supplies, buildings, and structures, save for any assets acquired by the Minister under section 18.5 or vesting in the Minister by operation of Law and the Lessee shall restore the Premises to a clean and natural looking condition.

19.2 If the Lessee fails to comply with the provisions of sub-section 19.1, the Director may have such equipment, supplies, buildings, and structures removed and stored, and the Premises cleaned, restored, and repaired, all at the expense of the Lessee and the Lessee shall pay to the Minister the reasonable cost thereof. An invoice therefore from the Director, in the absence of evidence to the contrary, shall be deemed to be the aforesaid reasonable cost.

20. Survival of Minister's Rights on Termination

20.1 Termination of this Lease Agreement shall in no way prejudice the Minister's right to recover unpaid monies, or any right of action by the Minister with respect to a breach of any covenant or agreement herein contained.

21. Entire Agreement

21.1 This Lease Agreement constitutes the entire agreement between the Parties. There are no other written or verbal agreements, representations, warranties, or undertakings between the Parties and this Lease Agreement may not be amended except by written instrument signed by the Parties.

22. Waivers
22.1 A waiver by either party hereto of the strict performance by the other party of any covenant or provision of this Lease Agreement shall not itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of the Minister to require the fulfillment of any obligation of the Lessee, or to exercise any rights herein contained shall not constitute a waiver or surrender of those obligations or rights.

23. Arbitration

23.1 In the event that any dispute or question shall arise between the Parties hereto over any provision of this Lease Agreement or the interpretation of its effect which the Parties are unable to resolve by agreement, the same shall be referred to an arbitrator pursuant to the Arbitration Act.

24. Notices

24.1 If the Lessee proposes to make any alterations to the Premises including, but not limited to, facilities on the land or to the land itself, then the Lessee will submit proposals together with plans and specifications of such alterations to the Minister for approval and if the proposal and the plans and specifications are approved by the Minister, such alterations will be completed within such reasonable time as the Minister may allow and the Lessee will maintain such alterations in a good state of maintenance and repair.

24.2 All notices, claims, payments, reports and other communications required under this Lease Agreement shall be in writing. The addresses for service are as follows:

For the Minister:

Director
Parks Division
Department of Tourism, Culture, Industry and Innovation
PO Box 550
Corner Brook, NL
A2H 6E6

For the Lessee:

Humber Lodge Big Falls Inc.
c/o Fred Thorne or Shirley Thorne
P.O. Box 5
Buchans
NL Canada
A0H 1G0
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

IN WITNESS WHEREOF the parties have executed this Lease Agreement by the hands of their officers in that behalf duly authorized.

The Minister, Department of Tourism, Culture, Industry, and Innovation
Signed this ___ day of ____________________, 201__

________________________________________
Minister

________________________________________
Witness

Humber Lodge Big Falls Inc.
Signed this ___ day of ____________________, 201__

________________________________________
Fred Thorne
Witness

________________________________________
Shirley Thorne
Witness

Schedule A - Survey and Plan of the Property – TO BE ATTACHED
Schedule B – Tourist Lodge Standards – TO BE ATTACHED
Schedule C – Agreement between Humber Lodge Big Falls, Inc, and SIP Enterprises, Ltd. – TO BE ATTACHED
Schedule D – Winter Access Designation Map _ TO BE ATTACHED
SCHEDULE “B”
Tourist Lodge Standards

1. Concessionaire shall provide to the public:
   
a. a 13 bedroom tourist lodge with an additional 2 bedrooms for staff;

b. a restaurant of sufficient size to accommodate overnight patrons of the lodge and walk in traffic from the camping park;

c. and, a convenience store which may include fly fishing sporting goods.
DESCRIPTION OF LAND FOR
HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR AS REPRESENTED BY THE HONOURABLE THE MINISTER OF ENVIRONMENT AND CONSERVATION AND THE HUMBER LODGE BIG FALLS INC.
Big Falls, Cormack

All that piece or parcel of land situate and being at Cormack, abutted and bounded as follows, that is to say:

Beginning at a point, the said point being the southeasterly angle of the herein described parcel of land and having co-ordinates of North 5,467,972.639 and East 220,112.972;

Thence running by land of Sir Richard Squires Memorial Park, north eighty-eight degrees forty-seven minutes forty-two seconds west (N 88° 47' 42" W) forty-five decimal zero zero zero (45,000) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north one degree twelve minutes eighteen seconds east (N 1° 12' 18" E) one hundred decimal zero zero zero (100.00) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north eighty-eight degrees forty-seven minutes forty-two seconds west (N 88° 47' 42" W) five decimal zero zero zero (5.000) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north one degree twelve minutes eighteen seconds east (N 1° 12' 18" E) one hundred ten decimal zero zero zero (110.000) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, south eighty-eight degrees forty-seven minutes forty-two seconds east (S 88° 47' 42" E) fifty decimal zero zero zero (50.000) metres to a survey marker;

Thence running by Crown Land, south one degree twelve minutes eighteen seconds west (S 1° 12' 18" W) two hundred ten decimal zero zero zero (210.000) metres, more or less, to the point of beginning and being more particularly shown and delineated on the attached plan;

The above described land contains an area of one decimal zero (1.0) hectare, more or less;

All bearings referenced to the Meridian of fifty-six degrees zero minutes west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 2, NAD 83 for the Province of Newfoundland and Labrador.

Yates and Woods Limited
16045
March 31, 2016
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
THIS INDENTURE made at Grand Falls-Windsor in the Province of Newfoundland and Labrador, this 25th day of September, A.D., 2015.

BETWEEN SIP ENTERPRISES LIMITED, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Assignor")

of the One Part

AND

HUMBER LODGE BIG FALLS INC., a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Assignee")

of the Other Part

WHEREAS by a Concession Lease dated the 31st day of July, 1998, made between Her Majesty The Queen in right of Newfoundland and Labrador represented herein by the Minister of Tourism, Culture and Recreation, as "the Minister" of the first part and SIP Enterprises Limited, as "the Concessionaire" of the other part, "the Minister" leased unto "the Concessionaire" for the purposes therein mentioned, the Provincial Park area at Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland and Labrador, as shown outlined in black line on the sketch plan attached hereto as Schedule "A", hereinafter called "The Premises" for a period of fifty (50) years commencing on the 31st day of July, 1998 and ending on the 30th day of June, 2018, and SUBJECT TO the rents, covenants, terms, conditions and provisos in the said "Concession Lease" contained as by reference thereto will more fully appear;

AND WHEREAS the Assignor has agreed with the Assignee for the assignment to the Assignee of "the Concession Lease" for the consideration hereinafter appearing.
NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the sum of Two hundred and fifteen thousand dollars ($215,000.00), exclusive of HST, paid by the Assignee to the Assignor, on or before the execution of these presents (the receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS, TRANSFERS AND CONVEYS unto the Assignee, all of its right, title and interest in and to "the Concession Lease", including any amendments or renewals thereto; TOGETHER WITH all buildings and erections thereon and appurtenances thereto TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for the residue now unexpired of the said term granted by the said "Concession Lease", SUBJECT TO the rents reserved by and to the covenants, conditions, terms and provisos in the said "Concession Lease" contained, and on the part of the Assignee to be observed and performed.

AND the Assignee, for its successors and assigns HEREBY COVENANT with the Assignor, its successors and assigns, that it, the Assignee, its successors and assigns, will during the residue of the said term pay the rental as set out in "the Concession Lease", if demanded, and will observe and perform the covenants and conditions contained in the said "Concession Lease" and which henceforth on the Assignee's part ought to be performed and observed and will keep indemnified the Assignor from and against all demands and claims in respect thereof.

IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year first before written.

THE Corporate Seal of the Assignor was hereunto affixed in the presence of:

SIP ENTERPRISES LIMITED
THE Corporate Seal of the Assignee was hereunto affixed in the presence of:

HUMBER LODGE BIG FALLS INC.

s. 40 (1)
THIS INDENTURE made at the Town of Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 25th day of September, A.D., 2015.

BETWEEN SIP ENTERPRISES LIMITED, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Bargainor")

of the One Part

AND HUMBER LODGE BIG FALLS INC., a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Bargainee")

of the Other Part

WHEREAS the Bargainor is possessed of the goods, chattels and equipment hereinafter described, and has agreed with the Bargainee for the absolute sale thereof for the sum of One dollar ($1.00);

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of One dollar ($1.00), now paid by the Bargainee to the Bargainor, the receipt whereof is hereby acknowledged, the Bargainor HEREBY BARGAINS, SELLS, ASSIGNS, TRANSFERS, AND CONVEYS unto the Bargainee, its successors and assigns, the goods, chattels and equipment more particularly described in Schedule "A" annexed hereto, which Schedule forms part and parcel of these presents, all of which said goods, chattels and equipment are now in the possession of the Bargainor and are situate in or upon property at Sir Richard Squires Memorial Provincial Park, in the Province of Newfoundland and Labrador, and all the right, title, interest, property, claim and demand whatsoever of the Bargainor thereto.

TO HAVE AND TO HOLD the goods, chattels and equipment and all the right, title and interest of the Bargainor thereto and therein to the use of the Bargainee, its
successors and assigns absolutely and forever.

THE BARGAINER HEREBY COVENANTS with the Bargaineer that it has good title to the goods, chattels and equipment as described in the Schedule "A" hereto attached and has full right and lawful authority to sell and assign the same in any manner and that the same are free from all encumbrances.

IN WITNESS WHEREOF the Bargainer has hereunto affixed its Corporate Seal according to its rules and regulations the day and year first before written.

THE CORPORATE SEAL

SIP ENTERPRISES LIMITED

of the Bargainer was hereunto affixed according to its rules and regulations in the presence
### SCHEDULE 'A'

<table>
<thead>
<tr>
<th>Room</th>
<th>Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td>stand up deep freezer, 3 refrigerators, 2 propane stoves</td>
</tr>
<tr>
<td>Dining Room</td>
<td>5 sets of table &amp; chairs, 40 BTU propane fire place</td>
</tr>
<tr>
<td>Living Room</td>
<td>52&quot; television &amp; stand, 2 chesterfield suites</td>
</tr>
<tr>
<td>8 Bedrooms</td>
<td>bed &amp; bureau with bathroom, toilet, sink &amp; tub with shower</td>
</tr>
<tr>
<td>Laundry Room</td>
<td>washer &amp; dryer, bedding &amp; towels</td>
</tr>
<tr>
<td>2 Public Washrooms &amp; contents</td>
<td></td>
</tr>
<tr>
<td>Store</td>
<td>1 Pepsi Machine, 1 ice cream cooler, 1 deep freeze, 1 cash register, 1 generator</td>
</tr>
</tbody>
</table>

*Signature: Son 25/19*
Hi Shirley & Fred,

I received the signed copy of the Survey Cost Share Agreement you sent me and have forwarded it for the required departmental signature.
I’ll advise once it has been signed and we are ready to order the survey.

Thanks,

Jeff Bannister
709-637-8077

Hi Fred & Shirley,

Please review, print, and sign the attached Survey Cost Share Agreement.
Your signature is required on page 4 and it must be witnessed.
Please date and print the names of the signatories under their signatures.
Once this has been completed scan and email me the electronic originals.
Please put the hardcopy originals in the mail to me.

To satisfy sections 2 and 17 of the agreement I confirm that the total cost of the survey will be $3200.00 plus HST of $416.00 for a total cost of $3616.00.
Please confirm your agreement to pay half of this cost when invoiced, totaling $1808.00, by return email to me.
Sincerely,

Jeff Bannister
Land Management Specialist
Parks and Natural Areas Division
Dept. of Environment & Conservation
117 Riverside Drive, P.O. Box 550
Corner Brook, NL A2H 6E6

Tel: 709-637-8077
Fax: 709-637-8060

jeffbannister@gov.nl.ca
www.env.gov.nl.ca/env/parks/index.html
From: French, Sian
Sent: Tuesday, October 30, 2018 9:23 AM
To: French, Sian
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Humber Lodge
709672-7026 (message says do not leave message) or 7120 – spoke with Fred Thorne today. He will review and get back to me.

Sian

Ms. Siân K. French
Director, Parks Division
 Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6
T (709) 637-2275
F (709) 637-8060

From: French, Sian
Sent: Wednesday, October 17, 2018 3:22 PM
To: 'info@redindianlake.com'; 'Humber Lodge'
Cc: Bailey, Geoff
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Dear Shirley and Fred,
Can you please advise if you have had an opportunity to review the correspondence below and attachments?

Sincerely,

Sian

Ms. Siân K. French  
Director, Parks Division  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL A2H 6E6  

T (709) 637-2275  
F (709) 637-8060

---

**From:** French, Sian  
**Sent:** Wednesday, July 18, 2018 9:40 AM  
**To:** 'Humber Lodge'  
**Subject:** FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Hi Fred and Shirley,

Could you please confirm that you have received this email? I forgot to request confirmation in the original email.

Sincerely,

Sian

Ms. Siân K. French  
Director, Parks Division  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL A2H 6E6  

T (709) 637-2275  
F (709) 637-8060

---

**From:** French, Sian  
**Sent:** Wednesday, July 11, 2018 3:28 PM  
**To:** 'Humber Lodge'  
**Cc:** Bailey, Geoff; Murphy, Carmela  
**Subject:** Re: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Dear Fred and Shirley,

Please find attached the most recent version of the draft lease for your review. We would welcome any comments or questions you may have. If you could respond on or before September 28, 2018 it would be much appreciated.

Sincerely,

Sian
Ms. Siân K. French
Director, Parks Division
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060
e. "Concession" means every aspect of the operation of the concession provided for in this agreement.

A. CONCESSIONAIRE COVENANTS

2. Date and Hours of Operation:

Subject to sections 18(a) and 19(a) hereof, the Concessionaire shall determine the opening and closing dates and hours of operation of the concession.

3. Concession Fees & Taxes:

(a) The Concessionaire shall pay to the Minister on each of the first three anniversaries of this agreement a Concession Fee calculated as follows:

(i) For each month or part of a month that the concession is open to the public for business during the months of May through October, inclusive of those months, a fee of one hundred and eleven dollars and thirty six cents ($111.36) for each such month that the concession is open for business; and

(ii) For each month or part of a month that the concession is open to the public for business during the months of November through April, inclusive of those months, a fee of fifty five dollars and sixty eight cents ($55.68) for each such month that the concession is open for business.

(iii) No concession fee is payable for any month that the concession is not open for business to the public.

(b) Concession fees following the third anniversary of this lease will be as established by the Minister in his or her discretion, but the percentage of such fee increases in any given year will not exceed the percentage increase of the market value of the premises for that year, except and provided that the first percentage fee increase can equal the accumulated percentage increase in the market value of the premises from the date of commencement of this lease to the date that the first fee increase comes into effect.
CONCESSION LEASE

This Agreement made this 31st day of July, 1998

BETWEEN

HER MAJESTY THE QUEEN in right of Newfoundland & Labrador represented hereby by the Minister of Tourism, Culture and Recreation, hereinafter called "the Minister".

AND

SIP Enterprises Limited, a body corporate under the Corporations Act of the Province of Newfoundland and having head offices at Corner Brook in the said Province, hereinafter called "the Concessionaire".

OF THE FIRST PART

OF THE OTHER PART

WITNESSES that in consideration of the covenants and agreements herein reserved and contained on the part of the Concessionaire to be paid, observed, performed and kept, the Minister hereby leases to the Concessionaire for the purposes hereafter mentioned, the Provincial Park area at, Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland as shown outlined in black line on the sketch plan attached hereto as Schedule "A," hereinafter called "the premises" for a period of fifty (50) years commencing on the 31st day of July, 1998, and ending on the 30th day of June, 2048, and this lease may be renewed for a further term on terms and conditions to be negotiated by the parties.

1. In this Agreement:
   a. "Minister" means the Minister of Tourism, Culture and Recreation or any person authorized to act on behalf of the Minister;
   b. "Park" means Sir Richard Squires Memorial Provincial Park, in the Province of Newfoundland;
   c. "Park Manager" means the Park Manager of the Provincial Park Region or any person authorized to act on behalf of the Park Manager;
   d. "Director" means the Director of the Parks and Natural Areas...
(c) Notwithstanding (a) and (b) above, should the Minister exercise his or her right of deproclamation under section 19 hereof and the Concessionaire continues to operate the Concession following such deproclamation in accordance with the terms of this lease, then the concession fees for the unexpired Term then remaining will be those fees as established by the Minister in his or her discretion.

(d) The Concessionaire will, during the term, pay all taxes, rates, duties and assessments charged upon the concession, premises or upon the Concessionaire, except for taxes lawfully levied on and owing by the Minister in relation to this Agreement.

4. Permits:

The Concessionaire shall:

(a) Only use the premises and operate the concession for the following purpose:

Construct and operate a Tourist Lodge (in accordance with Schedule B) and the associated services listed below:

Associated Services:

Operate within the above Lodge a convenience store, craft shop, Laundromat, dining room, coffee shop, and takeout and any other services which may be approved by the Minister upon submission of site plans and other materials required by the Minister.

As well, upon obtaining any required licences, liquor as defined by the Liquor Control Act may be sold within the Lodge as part of a food or bar service, but not as a liquor retail operation. Under no circumstances is liquor permitted outside the Lodge, except in accordance with the Provincial Parks Act and its regulations and all other applicable laws relating to the control of liquor. The signing of this Lease does not assure or in any way represent that any licence or permit, including liquor licences or permits, will be issued to the Concessionaire.

(b) at its expense, procure and maintain such licenses, permits or approvals from Federal, Provincial, Municipal and other Government authorities, and
such other permits as may be necessary to enable the Concessionaire to furnish the services permitted by this Agreement;

(c) abide by and comply with all lawful rules, regulations and by-laws of municipalities and other governing bodies, in any manner affecting the premises and all operations thereof.

5. **Indemnification/Insurance:**

(a) The Minister shall not be responsible for the loss of any articles left in the custody of the Concessionaire, or for the loss of any goods or merchandise on the premises.

(b) The Concessionaire will, at all times, indemnify and save the Minister harmless from and against all claims, demands, losses, costs and expenses, in any manner based upon, arising out of or connected with this Agreement or anything done or maintained hereunder, or arising out of the use or occupancy of the premises by the Concessionaire, except to the extent that any such loss, etc., is caused by the negligence of the agents or servants of the Minister acting in the course of their duties or employment. The obligation on the Concessionaire to indemnify the Minister under this subsection, however, is not affected by any approval given, or inspection made pursuant to this Agreement by the Minister, or the Minister's servants or agents, notwithstanding that any such approval or inspection may have been negligently given or made.

(c) (i) During the term of this Agreement, the Concessionaire will, at its sole expense, take out and maintain sufficient insurance to discharge its obligations under this Agreement and in any event such insurance, excluding fire insurance, to be for at least one million dollars. Such insurance will provide that the Concessionaire and the Minister, as named insureds, are indemnified against all legal liability arising from the death or injury to any person as well as loss or damage to any property, to the extent that liability for these occurrences arises from the use or operation of the premises or the concession.
(ii) The insurance referred to in subsection 5.(c)(i) will also provide that in the event of the death or injury to an employee of one of the parties thereto, by an event for which the other Party is or may be liable, such insurance will indemnify the Party against whom the claim is made or may be made in the same manner as if separate policies had been issued to each Party.

(iii) The insurance referred to in this section will provide for cross liability, if required, that is to say, that the insurance shall indemnify each Party in the same manner as though separate policies were issued in respect of any action brought against either of the Parties by the other Party.

(iv) The insurance referred to in this section must provide for a minimum of 30 days notice by the insurance company or companies to the Concessionaire and to the Park Manager of the cancellation or amendment of insurance. The Concessionaire will provide the Park Manager with the originals, duplicate originals or certified copies of the policies together with written proof, on a quarterly basis, satisfactory to that Park Manager that the premiums therefor are paid as they become due and payable.

6. Sales of Goods:

(a) (i) The Concessionaire will accept U.S. currency in payment for goods and services hereunder, at rates of exchange that will not vary by more than 2% from the prevailing rate set by any local chartered bank from time to time.

(ii) The Concessionaire will inform the public of the exchange rate granted by displaying signs indicating the said rate in a prominent location on the premises.

(b) The Concessionaire shall not itself, nor shall it allow any other person or persons acting for it or with its permission to bring, keep, sell or store, offer for sale, or give away any form of alcoholic beverage (including beer, wines, spirits), except in accordance with section 4 (a) hereof.
7. **Signs and Advertising:**

The Concessionaire will, if required, ensure that signs, notices and printed material used for the purpose of informing the public are in accordance with Parks and Natural Areas Division standards as approved by the Park Manager prior to their being displayed or distributed.

8. **Building, Equipment and Maintenance:**

(a) The Concessionaire shall provide for hire by the public, the buildings referenced in Schedule "B" attached hereto, for the time period determined in accordance with section 2 hereof.

(b) (i) The Concessionaire will submit to the Minister for approval:
- plans and specifications of the building or buildings which the Concessionaire proposes to erect upon the land;
- a plan of the land indicating the proposed location of the building or buildings mentioned herein; and
- a plan of the land indicating the proposed parking facilities, roadways and landscaping.

(ii) Upon approval by the Minister of the plans and specifications, mentioned in Section 8(b)(i), the Concessionaire will within one (1) year of the date of the Minister's approval complete the construction of the proposed building or buildings, the parking facilities, roadways and landscaping.

(c) The Concessionaire shall:

(i) maintain the premises in a clean, tidy and safe condition

(ii) at its own expense, employ a sufficient number of suitable persons to provide all the services required by this agreement;

(iii) ensure that the deportment and conduct of all persons employed by the Concessionaire is conducive to the operation of the Park and the concession.
(2) Additional conditions affecting assignment by Concessionaire.

No assignment of this agreement, or sublease of any part of the premises or the Concession (except assignments and subleases to which paragraph 14(3) applies) shall be made by the Concessionaire unless the following conditions have been complied with:

(a) The Concessionaire shall have first given to the Minister full particulars of the assignment or sublease which it proposes to make; and

(b) No assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Concessionaire’s covenants under this Agreement.

(3) Additional conditions restricting mortgaging and encumbering by Concessionaire

No mortgage or encumbrance (by way of assignment, sublease or, debenture, floating charge, or otherwise) of this agreement or the Concessionaire’s interest hereunder or in the premises or the Concession shall be made by the Concessionaire unless the following conditions have been complied with:

(a) The mortgagee or encumbrancer shall covenant with the Minister to be bound by all the covenants and obligations of the Concessionaire hereunder as soon as the mortgagee or encumbrancer enters into possession of the Concessionaire’s interest, or otherwise take steps to enforce its security which have the effect of depriving the Concessionaire of the ability fully to perform its covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgage rights shall covenant with the Minister to perform all the Concessionaire’s obligations under this agreement but as soon as the assignee becomes bound by the Concessionaire’s obligations, the mortgagee or encumbrancer is relieved of its covenant;

(b) Every mortgage or encumbrance of this agreement, the premises or the Concession shall be made expressly subject to the rights of the Minister under this agreement, and in particular to the right of the Minister to acquire property under section 19 (d), and the use restriction in sections 4 and 13;

(c) The mortgage or encumbrance upon the Concessionaire’s interest in this agreement, the premises or the Concession shall not include any property
11. **Fire Safety:**

The Concessionaire will observe proper fire and safety precautions and will comply fully with the instructions of the Fire Commissioner and the Park Manager in relation thereto.

12. **No Cutting:**

The Concessionaire will not cut down or permit the cutting down, interfere with or permit the interference with any timber, trees or other vegetation upon the land or impair or permit the impairment of the natural beauty of the land except to the extent that the Park Manager may allow for the reasonable exercise of the Concessionaire's rights hereunder.

13. **Only Approved Uses:**

The Concessionaire agrees to conduct only those activities and operations approved by the Minister in the facilities and on the premises provided by way of this Agreement.

14. **Assignment and Other Dealings by the Concessionaire**

(1) Assignment and other dealings:

(a) the Concessionaire shall not assign this agreement or sublet the whole or any part of the premises without the prior written consent of the Minister, which consent may be arbitrarily withheld notwithstanding any contrary provision of any statute; provided that every assignment and subletting made with the consent of the Minister shall nevertheless comply with the additional conditions in paragraph 14(2), and

(b) the Concessionaire may mortgage or encumber its interest in this lease or in this agreement or in the Concession or its interest in the premises (and for which purpose the Concessionaire may assign or sublet by way of mortgage, debenture or floating charge) with the consent of the Minister, which consent will not unreasonably be withheld, for the purpose of obtaining financing from a financial institution approved of by the Minister to assist with the cost of developing the Concession, but not otherwise; provided that every assignment and subletting for the purposes of obtaining the said financing from the said approved institution shall nevertheless comply with the additional conditions in paragraph 14(3).
(iv) ensure that no portion of the premises is used for living quarters; except to the extent that is necessary to achieve the authorized uses set out in section 4(a) hereof.

(v) ensure that its supplies are stored in the premises or outside the Park, or as otherwise permitted;

(vi) prepare for the regular removal each day during the operating season, of all garbage, waste and other refuse from the premises;

(vii) provide all necessary containers for garbage and refuse, such containers to be of standard galvanized type complete with close fitting lids;

(viii) maintain the premises and any and all buildings thereon in a good and safe state of maintenance and repair.

(d) The Concessionaire will permit the Park Manager or any designate to enter the premises at all reasonable times during the period for the purpose verifying compliance with the provisions of this Agreement.

(e) The Concessionaire will make proper arrangements and pay for the supply of utilities as required to the premises;

(f) The Concessionaire will maintain all equipment, facilities, or structures provided for hire or operated by the Concessionaire in a good and safe condition.

9. **No Nuisance:**

The Concessionaire will not create or permit or suffer any act or thing on the premises which is a nuisance.

10. **Compliance with Park Act:**

The Concessionaire will comply with the provisions of The Provincial Parks Act, and the Regulations made thereunder as they may exist from time to time, including directives issued pursuant to that Act and those Regulations from time to time.
except the Concessionaire’s interest in this agreement, the premises, or the Concession and fixtures, improvements and chattels of the Concessionaire situate thereon.

(4) Concessionaire to comply with lease, mortgage and other obligations:

The Concessionaire shall observe and perform all its obligations incurred in respect of assignments, subleases, agreement for tenancy, mortgages and encumbrances of its interest in this agreement, the premises, or the Concession, and shall not suffer or allow any obligations to be in default, and if any default occurs the Minister may, but is not obliged to, rectify the default for the account of the Concessionaire, and any amount paid by the Minister in so doing, together with all reasonable costs and expenses of the Minister, shall be reimbursed to the Minister by the Concessionaire on demand together with interest at the rate of 10 per cent per annum from the date incurred until paid, and may be recovered as rent in arrears.

14.1. Since the Minister has agreed to this lease based upon the Minister’s confidence in the Concessionaire, any change in the authorized share capital, share classes, rights of the share classes, or shareholders of any class of shares, whether through purchase, transfer, merger, amalgamation, or otherwise, without the approval of the Minister, which approval shall not be unreasonably withheld, shall bring this agreement to an immediate end.

B. MINISTER’S COVENANTS

15. Quiet Enjoyment:
Subject to events or circumstances beyond the Minister’s control, the Concessionaire, upon performing the covenants and conditions herein and upon complying with all applicable provincial legislation, may peaceably possess and enjoy the premises for the term of this Concession Agreement without any interruption or disturbance from the Minister or any person lawfully claiming by, from or under the Minister.

C. GENERAL COVENANTS

16. Termination for Default:

(a) Notwithstanding anything contained in this Agreement, including section 15, in the event of any default by the Concessionaire of any of the provisions of
this agreement, or should the Concessionaire fail to operate the concession in a reasonable business like manner, the Minister may, by written notice to the Concessionaire and the approved financial institution, if such an approved institution acquires rights pursuant to section 14(1)(b) hereof, require the Concessionaire to remedy such default within forty five (45) days, and if the Concessionaire or approved institution does not remedy the default within the said forty five (45) day period, then the remaining term under this Agreement will become forfeit and terminated, and it will be lawful for the Minister at any time thereafter to enter the land and buildings thereon, or any part thereof, and all rights and privileges of the Concessionaire hereunder shall terminate and end at the expiration of the said forty five day period regardless of whether the Minister has re-entered the premises, land or buildings.

(b) Provided that in the event that the Concessionaire is prevented from completing the construction of the building or buildings, the parking facilities, roadways and landscaping within the time limited by section 8(b)(ii), by reason of strike, lockout, revolution, or other civil disorder, wars, fires, lightning, tempest, earthquake, flood, explosion or Acts of God and without limiting the generally of the foregoing, by any cause not reasonably within the control of the Concessionaire and which by exercise of reasonable diligence, the Concessionaire would have been unable to prevent, then the time for completing the construction of the building or buildings, the parking facilities, roadways and landscaping will be extended at the discretion of the Minister, for a period of time equivalent to the period the construction was halted.

17. **Termination for Insolvency, Execution, Receiviorship, etc.:**

(a) Notwithstanding anything contained in this Agreement, including section 15, but subject to the rights, if any, acquired by an approved financial institution pursuant to section 14(1)(b) hereof, if the Concessionaire should at any time during the period thereof:

(i) be the subject of a petition in bankruptcy or make an assignment for the benefit of creditors;

(ii) be judged bankrupt or insolvent;
(iii) file any petition or institute any proceedings under any bankruptcy or 
insolvency legislation seeking to effect reorganization or a 
composition;

(iv) have its chattels, equipment and supplies seized in execution or by 
a process of law and not released within fifteen (15) days from the 
date of such seizure, provided that the delivery of an Order of 
Execution or an Order of Distraint to a Sheriff will not be considered 
as seizure for the purpose of this provision; or

(v) be subject to the appointment of a receiver or trustee who is not 
discharged within sixty (60) days from the date of appointment.

It will be lawful for the Minister, without notice, to declare the term ended and this 
Agreement terminated, and thereupon these premises and everything herein 
contained and the term will absolutely cease, determine and be void without re-
entry or any other act or any suit or legal proceedings to be brought or taken, 
provided the Minister will nevertheless be entitled to recover from the 
Concessionaire the concession fee then accrued or accruing, and moreover that 
any right by the Minister against the Concessionaire in respect of any antecedent 
breach of any of the covenants, provisions, stipulations or conditions contained in 
this Agreement will not be thereby prejudiced.

(b) As long as any debt owed by the Concessionaire is outstanding under a 
security interest acquired by an approved financial institution under section 
14 (1)(b) hereof, The Minister shall not terminate this lease for the events 
noted in section 17(a) above unless the said approved financial institution 
consents to such termination or unless the said approved financial institution 
fails to exercise its security rights within 45 days following written notification 
to the said approved financial institution and the Concessionaire of the 
occurrence of one or more of the said events by the Minister.

18. Warranties:

Other than as expressly provided herein, each of the goods, property, premises 
and services provided by the Minister hereunder, is provided "as is" without 
warreny, representation or condition of any kind, expressed or implied, in fact or 
in law, including but not limited to the implied warranties or conditions of 
merchantable quality and fitness for a particular purpose and those arising by 
statute or otherwise in law or from a course of dealing or usage of trade.
19. Operating Season, Deproclamation. No Damages or Compensation except as provided:

(a) Notwithstanding anything contained in this Agreement, including section 15, nothing in this Agreement obliges the Minister to continue to operate or maintain the Park as a Provincial Park, and the Minister retains an unfettered discretion to deproclaim all or any portion of the Park at any time, and to establish the operating season for the Park.

(b) The Minister shall give the Concessionaire 120 days notice of his or her intention to deproclaim some or all of the Park, which may or may not include the premises, but, regardless of whether the premises are included in the intended deproclamation, this agreement is terminated at the expiration of the said notice period unless the Concessionaire wishes to avail of its rights under subsection 19(d) below, and no damages or any other compensation is payable by the Minister to the Concessionaire as a result of any such deproclamation or any other lawful termination of this Agreement; including any claim for: (a) punitive, exemplary, or aggravated damages; (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of leased facilities, (c) indirect, consequential or special damages; (d) contribution or indemnity in respect of any claims against the concessionaire; or (e) any other damages, including any direct and actual damages.

(c) Subject to subsection 19(d) the Minister may upon any deproclamation dispose of the deproclaimed area, or any part thereof, in manner, by any process, or to any person that the Minister in his or her absolute discretion decides is appropriate.

(d) In the event that the Premises themselves are deproclaimed or the Premises are included in any area deproclaimed under this section 19, the Premises will be severed from any other deproclaimed area and this lease shall continue in relation to the Premises and the Concession for the remainder of the then unexpired term in accordance with the terms hereof, with any necessary modifications to reflect the deproclamation, and subject to any fee adjustment under subsection 3(c) hereof.

(e) The Minister may, but is not obliged to, in the case of a deproclamation under this section, where the Concessionaire does not wish to continue
in the case of the Minister; and

Concessionaire Name and address

SIP Enterprises Limited
C/o Mrs. Irene Piltman
PO Box 2854, RR #2
Corner Brook, NF
A2H 6B9

in the case of the Concessionaire.

(ii) Any notice addressed by registered mail to the Minister or to the
Concessionaire pursuant to subsection (i) will be deemed to have
been effectively received on the seventh (7th) business day following
the date of mailing.

SIGNED, DELIVERED AND THE DEPARTMENTAL
SEAL AFFIXED BY the Minister, Department
of Tourism, Culture, and Recreation on behalf of
Her Majesty
in the presence of:

[Signature]
Witness

[Signature]
Minister
Tourism, Culture and Recreation

SIGNED, DELIVERED AND THE COMMON
SEAL OF THE CONCESSIONAIRE AFFIXED
BY the Concessionaire’s duly authorized
signing officers
in the presence of:

s. 40 (1) [Redacted]
Title: Mrs. Irene Piltman,Director
SIP Enterprises Limited

s. 40 (1) [Redacted]
Title: Mr. Sterling Piltman,President
SIP Enterprises Limited

[Redacted]
Witness

[Redacted]
Witness
If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
SCHEDULE A - SITE PLAN
SCHEDULE B - TOURIST LODGE STANDARDS
SCHEDULE B: TOURIST LODGE STANDARDS

1. Concessionaire shall provide for rental by the public;
   (a) Seven bedroom Tourist Lodge.
3. The Minister shall contract with a professional third party survey company (hereinafter 'the Surveyor') to conduct a Survey of the Area and shall pay the full amount of the contract with the Surveyor.

4. Upon receipt of an invoice from the Minister or designate, Humber Lodge shall pay to the Minister the amount set out in the invoice.

5. The invoice sent from the Minister to Humber Lodge shall not exceed one half of the total costs paid by the Minister to the Surveyor.

6. Humber Lodge shall pay to the Minister the full amount of the invoice within 30 (thirty) days of the invoice date.

7. If the invoice is not paid within thirty (30) days of the invoice date, the invoiced amount shall bear interest commencing the thirtieth (30th) day following the invoice date, at the then current rate of interest charged by the Minister on outstanding balances owed to the Government of Newfoundland and Labrador as approved in its annual budget, until the actual date of payment.

General

8. This Agreement is binding upon the successors, assigns and legal representatives of Humber Lodge.

9. This Agreement shall not be assigned by the Humber Lodge without the prior written consent of the Minister.

10. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Newfoundland and Labrador, and all proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador.

11. Nothing in this Agreement shall derogate from or fetter any statutory, regulated or delegated authority under the legislation of Newfoundland and Labrador or Canada as amended from time to time.

12. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any particular Party.

13. This Agreement may be amended only with the written consent of the Parties. An amendment will become effective upon its execution by the Parties, unless another date is agreed.

14. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understanding and agreements relating to the subject matter hereof, whether oral or written.
COST SHARE AGREEMENT

THIS AGREEMENT made at the ________ of ________, in the Province of Newfoundland and Labrador, effective the ______ day of ____________, A.D. 2016.

BETWEEN:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister for Environment and Conservation (hereinafter “The Minister”),

AND: HUMBER LODGE BIG FALLS INC., a body corporate, incorporated under the Corporations Act, RSNL 1990, c. C-36 and having head offices in Buchans in the Province of Newfoundland and Labrador (hereinafter “Humber Lodge”),

collectively referred to as the “Parties”

WHEREAS: The Minister is the representative of Her Majesty’s Government of Newfoundland and Labrador responsible for the management and administration of Sir Richard Squires Memorial Provincial Park and all the lands and buildings therein;

AND WHEREAS: Humber Lodge desires to lease the property originally leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park for the remainder of the period originally granted to SIP Enterprises Limited on the 31st day of July, 1998;

AND WHEREAS the Minister and Humber Lodge are now entering into this Agreement to cofund a survey of the property leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Minister and Humber Lodge agree together as follows:

Definitions

In this Agreement:

“Area” means the general area leased to SIP Enterprises, Ltd. on the 31st day of July, 1998 and in respect of which the Parties intend to conclude a new lease agreement.

“Agreement” means this Cost Share Agreement.

“Survey” means the survey cost shared under this Agreement.

1. Each of the Parties shall pay one half the total cost of the Survey.

2. Each of the Parties shall provide their consent in writing to the total cost of the Survey, prior to the conduct of the Survey.
15. The Province shall not be liable for, and Humber Lodge shall indemnify and save harmless the Province, and the Province’s representatives, against all losses, costs, charges, or expenses incurred by the Province and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Province, or its representatives by a third party, as a result of or related to the performance of this Agreement by Humber Lodge or its representatives.

16. All materials and surveys and such other information and materials or parts thereof as are compiled, drawn and produced by the Surveyor and provided to the Minister in relation to this Agreement and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador. The Minister hereby grants to Humber Lodge a royalty free, unlimited, non-transferable licence to use the Survey.

Correspondence

17. All notices or other communications between any of the Parties, including the consent to costs in s. 2, shall be made in writing and may be delivered by registered mail or transmitted electronically, and shall be addressed as follows:

(i) To the Minister at:

Slan French, Director
Parks and Natural Areas Division
Environment and Conservation
PO Box 550
Corner Brook, NL A2H 6E6

Email: SlanFrench@gov.nl.ca

(ii) To Humber Lodge at

Humber Lodge Big Falls Inc.
c/o Fred Thorne or Shirley Thorne
P.O. Box 5
Buchans, NL A0H 1G0

Email: info@redindianlake.com
Signatures

18. The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

The Honourable Perry Trimper
Minister of Environment and Conservation

Date: ______________  

________________________________________

witness

Date: ______________  

s. 40 (1)

Print Name
Date: Jan 21, 2016

Print Name
Date: Jan 21, 2016
COST SHARE AGREEMENT

THIS AGREEMENT made at the city of St. John's in the Province of Newfoundland and Labrador, effective the 15th day of March, A.D. 2016.

BETWEEN:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister for Environment and Conservation (hereinafter "The Minister"),

AND:

HUMBER LODGE BIG FALLS INC., a body corporate, incorporated under the Corporations Act, RSNL 1990, c. C-36 and having head offices in Buchans in the Province of Newfoundland and Labrador (hereinafter "Humber Lodge"),

collectively referred to as the "Parties"

WHEREAS: The Minister is the representative of Her Majesty’s Government of Newfoundland and Labrador responsible for the management and administration of Sir Richard Squires Memorial Provincial Park and all the lands and buildings therein;

AND WHEREAS: Humber Lodge desires to lease the property originally leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park for the remainder of the period originally granted to SIP Enterprises Limited on the 31st day of July, 1998;

AND WHEREAS the Minister and Humber Lodge are now entering into this Agreement to co-fund a survey of the property leased to SIP Enterprises, Ltd. at Sir Richard Squires Memorial Provincial Park;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Minister and Humber Lodge agree together as follows:

Definitions

In this Agreement:

“Area” means the general area leased to SIP Enterprises, Ltd. on the 31st day of July, 1998 and in respect of which the Parties intend to conclude a new lease agreement.

“Agreement” means this Cost Share Agreement.

“Survey” means the survey cost shared under this Agreement.

1. Each of the Parties shall pay one half the total cost of the Survey.

2. Each of the Parties shall provide their consent in writing to the total cost of the Survey, prior to the conduct of the Survey.
3. The Minister shall contract with a professional third party survey company (hereinafter "the Surveyor") to conduct a Survey of the Area and shall pay the full amount of the contract with the Surveyor.

4. Upon receipt of an Invoice from the Minister or designate, Humber Lodge shall pay to the Minister the amount set out in the Invoice.

5. The Invoice sent from the Minister to Humber Lodge shall not exceed one half of the total costs paid by the Minister to the Surveyor.

6. Humber Lodge shall pay to the Minister the full amount of the Invoice within 30 (thirty) days of the invoice date.

7. If the invoice is not paid within thirty (30) days of the invoice date, the invoiced amount shall bear interest commencing the thirty-first (30th) day following the invoice date, at the then current rate of interest charged by the Minister on outstanding balances owed to the Government of Newfoundland and Labrador as approved in its annual budget, until the actual date of payment.

**General**

8. This Agreement is binding upon the successors, assigns and legal representatives of Humber Lodge.

9. This Agreement shall not be assigned by the Humber Lodge without the prior written consent of the Minister.

10. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Newfoundland and Labrador, and all proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in the Province of Newfoundland and Labrador.

11. Nothing in this Agreement shall derogate from or fetter any statutory, regulated or delegated authority under the legislation of Newfoundland and Labrador or Canada as amended from time to time.

12. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any particular Party.

13. This Agreement may be amended only with the written consent of the Parties. An amendment will become effective upon its execution by the Parties, unless another date is agreed.

14. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understanding and agreements relating to the subject matter hereof, whether oral or written.
15. The Province shall not be liable for, and Humber Lodge shall indemnify and save harmless the Province, and the Province's representatives, against all losses, costs, charges, or expenses incurred by the Province and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Province, or its representatives by a third party, as a result of or related to the performance of this Agreement by Humber Lodge or its representatives.

16. All materials and surveys and such other information and materials or parts thereof as are compiled, drawn and produced by the Surveyor and provided to the Minister in relation to this Agreement and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador. The Minister hereby grants to Humber Lodge a royalty free, unlimited, non-transferable licence to use the Survey.

Correspondence

17. All notices or other communications between any of the Parties, including the consent to costs in s. 2, shall be made in writing and may be delivered by registered mail or transmitted electronically, and shall be addressed as follows:

(i) To the Minister at:

Sian French, Director  
Parks and Natural Areas Division  
Environment and Conservation  
PO Box 650  
Corner Brook, NL  A2H 6E6

Email: SianFrench@gov.nl.ca

(ii) To Humber Lodge at

Humber Lodge Big Fails Inc.  
c/o Fred Thorne or Shirley Thorne  
P.O. Box 5  
Buchans, NL  A0H 1G0

Email: info@redindianlake.com
Signatures

18. The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

[Signature]

The Honourable Perry Trimper
Minister of Environment and Conservation

Date: March 15, 2016

[Signature]

witness

Date: March 15, 2016

[Signature]

Date: Jan 21, 2016

[Signature]

Date: Jan 21, 2016
> I realize it's been some time since we received comments from your lawyer on the earlier draft. However pls know we have considered and discussed them and our solicitor was updating the draft based on our discussions. We expect to have a new draft to send you next week.
>
> If there was something more you wanted to discuss with me pls feel free to call again on Monday morning. I am in meetings all afternoon so morning is your best opportunity to reach me.
>
> We share a common goal of wanting to conclude a lease as soon as possible and I hope the new draft will accomplish that.
>
> Colleen
>
> Sent from my BlackBerry 10 smartphone on the Bell network.
> Original Message
> From: Red Indian Lake
> Sent: Thursday, June 30, 2016 5:16 PM
> To: Janes, Colleen G
> Subject: Lease agreement
>
> Hi Colleen,
> Can you please call me as soon as possible as I have great concerns regarding the operation of Humber Lodge Big Falls.
> Sincerely,
> Shirley Thorne
> 6727026
>
> Sent from my iPhone
>
> Sent from my iPhone
> Sent from my iPhone
> Sent from my iPhone
>
> "This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."
Carmela,

Please see draft correspondence attached for DM review and email chain below.

Sian

Ms. Siân K. French, Director
Parks and Natural Areas Division
Environment and Conservation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

-----Original Message-----
From: Legge, Marilyn
Sent: Tuesday, February 21, 2017 11:49 AM
To: French, Siân
Cc: Malone, Rita C.
Subject: HP TRIM Correspondence: COR-2017-182: Humber Lodge Big Falls Lease agreement

Siân - Please prepare a draft reply saying that we are looking for legal counsel to bring forward.

Thanks,
Marilyn

-----< HP TRIM Record Information >-----
Record Number: COR-2017-182
Title: Humber Lodge Big Falls Lease agreement

E-mail Message

From: Janes, Colleen G [EX:/O=PSNL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CJANES]
To: Carroll, Cathy [SMTP:CathyCarroll@gov.nl.ca]
Cc: Malone, Rita C. [SMTP:rmalone@gov.nl.ca]
Cathy - pls trim and action to Rita for draft reply.

Rita - is this with JPS?

-----Original Message-----
From: Red Indian Lake [mailto:info@redindianlake.com]
Sent: Thursday, February 09, 2017 3:04 PM
To: Janes, Colleen G
Cc: Trimper, Perry; Hawkins, Allan
Subject: Re: Lease agreement

Hi Colleen,
Almost a year and a half has passed and Humber Lodge Big Falls is still waiting on the lease agreement with your Department.
Humber Lodge is located within Sir Richard Squires Memorial park and we require this agreement in order to get our Liquor License, Tourist Establishment License, etc.

We have invested close to $1 million into this world class fishing lodge and have requested that we be given the first option to purchase the Provincial Park, should it come up for sale, as well as a few reasonable requests given the significant investment we have made.
We have paid significantly for insurance to cover the cost to insure the park as well as our building. We have upgraded the fire suppression systems and have complied with all of the regulations that are current for new businesses. We were required to hire architects and engineers for both the structure changes as well as propane systems. This cost has been extreme, however we wish to promote our Tourism Business and the area, and are looking forward to building a great relationship with your department.
To date we have not had great support from those we have been dealing with in the offices of parks and natural areas, however we will continue to work hard to change that.
Thank you for your time and I look forward to hearing from you.

Sincerely,
Shirley Thorne
Humber Lodge Big Falls
www.humberlodge.com
709-672-7026

Sent from my iPhone

> On Jun 30, 2016, at 4:24 PM, Janes, Colleen G wrote:
> 
> Hi Shirley
> 
> I’ve been tied up in meetings all week and had asked Ross to return your call from a couple of days ago. I thought he had done so.
> 
> I realize it’s been some time since we received comments from your lawyer on the earlier draft. However pls know we have considered and discussed them and our solicitor was updating the draft based on our discussions. We expect to have a new draft to send you next week.
> If there was something more you wanted to discuss with me pls feel free to call again on Monday morning. I am in meetings all afternoon so morning is your best opportunity to reach me.
>
> We share a common goal of wanting to conclude a lease as soon as possible and I hope the new draft will accomplish that.
>
> Colleen
>
> Sent from my BlackBerry 10 smartphone on the Bell network.
> Original Message
> From: Red Indian Lake
> Sent: Thursday, June 30, 2016 5:16 PM
> To: Janes, Colleen G
> Subject: Lease agreement
>
> Hi Colleen,
> Can you please call me as soon as possible as I have great concerns regarding the operation of Humber Lodge Big Falls.
> Sincerely,
> Shirley Thorne
> 6727026
>
> Sent from my iPhone
Cathy - pls trim and action to Rita for draft reply.

Rita - is this with JPS?

-----Original Message-----
From: Red Indian Lake [mailto:info@redindianlake.com]
Sent: Thursday, February 09, 2017 3:04 PM
To: Janes, Colleen G
Cc: Trimper, Perry; Hawkins, Allan
Subject: Re: Lease agreement

Hi Colleen,
Almost a year and a half has passed and Humber Lodge Big Falls is still waiting on the lease agreement with your Department.
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Sincerely,
Shirley Thorne
Humber Lodge Big Falls
www.humberlodge.com
709-672-7026

Sent from my iPhone

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> 
> Hi Shirley
> I've been tied up in meetings all week and had asked Ross to return your call from a couple of days ago. I thought he had done so.
Shirley Thorne  
Humber Lodge Big Falls  
PO Box 5  
Buchans, NL  
A0H 1GO

Dear Ms. Thorne:

Thank you for your email of February 9, 2017 regarding the development of a lease agreement for Humber Lodge Big Falls Inc. in Sir Richard Squires Memorial Provincial Park. On February 22, 2017 the provincial government announced a reorganization of government Departments. The responsibility for provincial parks has been transferred to the Department of Tourism, Culture, Industry and Innovation.

It is my understanding that the draft lease agreement is with the Department of Justice and Public Safety for review. I have asked the Director responsible for Parks to request an update on the agreement and to keep you informed. We will try to expedite this matter in the coming weeks. If you have any questions please contact Ms. Sian French, Director, at 637-2275 or sianfrench@gov.nl.ca.

Sincerely,

TED LOMOND  
Deputy Minister
Matthews, Blair

From: French, Sian
Sent: Wednesday, March 22, 2017 11:12 AM
To: 'info@redindianlake.com'
Cc: Bailey, Geoff; Bannister, Jeff
Subject: Squires Lease

Dear Shirley,

We are advancing the review of the draft lease. Can you please confirm the accuracy of the following description of your proposed business? Is there any business activity missing from the description in Section 4 or Schedule B?

Thanks,

Sian

4. Permitted Uses

4.1 The Lessee shall only use the Premises to operate a Tourist Lodge (in accordance with Schedule B), including a convenience store, craft shop, laundromat, dining room, coffee shop, takeout, and any other services which may be approved by the Minister by written consent upon submission and review of site plans and any other materials required by the Minister.

SCHEDULE B
Tourist Lodge

1. Concessionaire shall provide to the public:

   a. a 13 bedroom tourist lodge with an additional 2 bedrooms for staff;

   b. a restaurant of sufficient size to accommodate overnight patrons of the lodge and walk in traffic from the camping park;

   c. and, a convenience store and craft shop which may include fly fishing sporting goods.

Ms. Siân K. French, Director
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060
From: French, Sian  
Sent: Wednesday, July 11, 2018 3:28 PM  
To: 'Humber Lodge'  
Cc: Bailey, Geoff; Murphy, Carmela  
Subject: Re: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Dear Fred and Shirley,

Please find attached the most recent version of the draft lease for your review. We would welcome any comments or questions you may have. If you could respond on or before September 28, 2018 it would be much appreciated.

Sincerely,

Sian

Ms. Sián K. French  
Director, Parks Division  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  
P.O. Box 550, 117 Riverside Drive  
Corner Brook, NL  A2H 6E6

T (709) 637-2275  
F (709) 637-8060
Matthews, Blair

From: French, Sian
Sent: Tuesday, August 7, 2018 12:54 PM
To: info@redindianlake.com
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)
Attachments: Draft Lease (TCII and HLBF at Squires) - v.13.docx; Squires Memorial PSIP Survey - Mar 31 2016.pdf; Conveyance - SIP to HLBF.pdf; Draft Schedule B - JB - Jan 19 2016 - V 1.docx; 2017-08-17 - PSIP Lease Winter Access Map.jpg

Shirley,

Resending to the above email address as requested. Can you please let me know if you receive this email?

Thanks,

Sian

Ms. Siân K. French
Director, Parks Division
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: French, Sian
Sent: Wednesday, July 18, 2018 9:40 AM
To: 'Humber Lodge'
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Hi Fred and Shirley,

Could you please confirm that you have received this email? I forgot to request confirmation in the original email.

Sincerely,

Sian

Ms. Siân K. French
Director, Parks Division
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060
Matthews, Blair

From: French, Sian
Sent: Tuesday, October 30, 2018 9:23 AM
To: French, Sian
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)
Attachments: Draft Lease (TCII and HLBF at Squares) - v.13.docx; Squires Memorial PSIP Survey - Mar 31 2016.pdf; Conveyance - SIP to HLBF.pdf; Draft Schedule B - JB - Jan 19 2016 - V 1.docx; 2017-08-17 - PSIP Lease Winter Access Map.jpg

Humber Lodge
709672-7026 (message says do not leave message) or 7120 – spoke with Fred Thorne today. He will review and get back to me.

Sian

Ms. Siân K. French
Director, Parks Division
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060

From: French, Sian
Sent: Wednesday, October 17, 2018 3:22 PM
To: 'Info@redIndianLake.com'; 'Humber Lodge'
Cc: Bailey, Geoff
Subject: FW: Humber Valley Big Falls Lease (Sir Richard Squires Memorial Provincial Park)

Dear Shirley and Fred,

Can you please advise if you have had an opportunity to review the correspondence below and attachments?

Sincerely,

Sian

Ms. Siân K. French
Director, Parks Division
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
P.O. Box 550, 117 Riverside Drive
Corner Brook, NL A2H 6E6

T (709) 637-2275
F (709) 637-8060
Harrington, Christina

From: Murphy, Carmela
Sent: Friday, February 8, 2019 12:20 PM
To: Brown, Heather; Harrington, Christina
Subject: FW: Humber Lodge

Carmela Murphy
Assistant Deputy Minister, Tourism and Culture
Government of Newfoundland and Labrador
Tourism, Culture, Industry and Innovation
P.O. Box 8700, St. John’s NL
A1B 4J6
carmelamurphy@gov.nl.ca
709 729 2821

From: Mitchelmore, Christopher
Sent: Thursday, February 07, 2019 8:05 AM
To: Halliday, Janice; George, Bradley; Murphy, Carmela
Subject: FW: Humber Lodge

This was sent previously. Was there any response to Shirley Thorne and is there an update on this matter?

From: Humber Lodge <info@humberlodge.com>
Sent: Thursday, February 7, 2019 2:46 AM
To: Mitchelmore, Christopher <CMitchelmore@gov.nl.ca>
Subject: Fwd: Humber Lodge

Sincerely,
Shirley Thorne
Humber Lodge Big Falls
www.humberlodge.com

Begin forwarded message:

From: Humber Lodge <info@humberlodge.com>
Date: January 15, 2019 at 8:23:32 AM EST
To: CMitchelmore@gov.nl.ca
Subject: Humber Lodge

Dear Minister Mitchelmore,
This is Shirley Thorne of Red Indian Lake Outfitting and Humber lodge Big Falls. It was a pleasure meeting with you at our NLOA AGM; thank you for taking the time to listen to our concerns.

As discussed at our meeting we are officially requesting that the Humber Lodge building located at the entrance of Sir Richard Squires Park be removed from the park regulations and land.

(Some of the property is already on crown land).

This will enable us to increase the services we provide and successfully operate our business bringing more visitors to the area.

This is absolutely critical to effectively and efficiently operate our Tourism business.

I appreciate your continued help and we look forward to building our business in that area.

Sincerely,
Shirley Thorne
Humber Lodge Big Falls
www.humberlodge.com
PO Box 5
Buchans, NL
A0H1G0
7096727026
Concession Lease – v. 13

THIS AGREEMENT made in duplicate at St. John’s in the Province of Newfoundland and Labrador this ___ day of __________, 201__.

BETWEEN: HER MAJESTY THE QUEEN in right of Newfoundland and Labrador, as represented by the Minister of Tourism, Culture, Industry and Innovation (hereinafter “The Minister”)

AND: Humber Lodge Big Falls Inc., a body corporate, incorporated Corporations Act R.S.N.L. 1990, c. C-36 and having head offices at Buchans in the Province of Newfoundland and Labrador, (hereinafter “The Lessee”) collectively referred to as the “Parties”

WHEREAS: The Minister is the representative of Her Majesty’s Government of Newfoundland and Labrador responsible for the management and administration of Sir Richard Squires Memorial Provincial Park and all the lands and buildings therein, including all those designated in the survey appended to this Lease Agreement as “Schedule A”;

AND WHEREAS: The Lessee desires to lease the Premises for the remainder of the period originally granted to SIP Enterprises Limited on the 31st day of July, 1998, commencing on the ___ day of ____________, 201__ and ending on the 30th day of June, 2048;

AND WHEREAS: The Lessee made an agreement with SIP Enterprises Limited on September 25, 2015 in respect of the Premises and appended hereto as “Schedule C”;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the Parties agree as follows:

1. Definitions

1.1 In this agreement:

a. “Premises” means the Provincial Park area at Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland and Labrador shown in Schedule “A” and includes every aspect of the operation of the Premises provided for in this Lease Agreement;

b. “Director” means the Director of Parks at the Department of Tourism, Culture, Industry and Innovation;
c. "Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year;

d. "Manager" means Manager of Park Operations and Visitor Services at the Department of Tourism, Culture, Industry and Innovation;

e. "Minister" means the Minister of Tourism, Culture, Industry and Innovation or any person authorized to act on behalf of the Minister;

f. "Off-road Vehicle(s)" means off-road vehicle as defined in s. 2(g) of the Provincial Parks Regulations;

g. "Park" means Sir Richard Squires Memorial Provincial Park in the Province of Newfoundland and Labrador;

h. "Park Manager" means the Park Manager of the Sir Richard Squires Memorial Provincial Park for the Department of Tourism, Culture, Industry and Innovation or any person authorized to act on behalf of the Park Manager including, but not limited to, the Manager or Director.

2. Annual Dates of Operation

2.1 Subject to sections 15.1 and 18.1 hereof, during each year of this Lease Agreement the Lessee shall determine the opening and closing dates and hours of operation of the Premises.

2.2. When the Park is open to the public, the Lessee and patrons of the Lessee may access the Premises using the same methods and routes as the general public.

2.3 When the Park is closed to the public, the Lessee and patrons of the Lessee may access the Premises using Off-road Vehicle(s) via the route depicted in Schedule D - Winter Access Designation Map and so designated by the Minister under the authority of the Provincial Parks Act and the regulations thereunder.

3. Rental Fees and Taxes

3.1 The Minister may, at his or her sole discretion, charge the Lessee a rental fee for the Premises during the term of the Lease Agreement.

3.2 The Lessee shall pay to the Minister the rental fee established by the Minister in his or her sole discretion.

3.3 The Minister shall provide ninety (90) days written notice to the Lessee of the amount of the rental fee and each subsequent annual increase which shall be charged by the Minister per 3.1. If a rental fee is charged by the Minister, the rental fee shall increase each Fiscal Year at a rate of two percent (2%) per annum.
3.4 If a rental fee is charged by the Minister, the Minister may, at his or her sole discretion every five (5) years during the term of the Lease Agreement change the rental fee. The Minister shall provide ninety (90) days written notice to the Lessee of any such change.

3.5 The Lessee will, during the term, pay all taxes, rates, duties, and assessments charged upon the Lodge, Premises, or upon the Lessee, except for taxes lawfully levied on and owing by the Minister in relation to this Lease Agreement.

3.6 All sums, for rent or otherwise, payable to the Minister under this Lease Agreement, including amounts payable under 13.5, shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Minister on outstanding balances owed to the Government of Newfoundland and Labrador as approved in its annual budget, until the actual date of payment.

4. Permitted Uses

4.1 The Lessee shall only use the Premises to operate a Tourist Lodge (in accordance with Schedule B), including a convenience store, craft shop, laundromat, dining room, coffee shop, takeout, and any other services which may be approved by the Minister by written consent upon submission and review of site plans and any other materials required by the Minister.

4.2 At its expense, the Lessee shall procure and maintain such licenses, permits, or approvals from Federal, Provincial, Municipal, and other Governmental authorities and such other permits as may be necessary to enable the Lessee to furnish the services provided by the Lease Agreement.

4.3 The Lessee shall abide by and comply with all federal, provincial, and municipal laws, regulations, and by-laws, in any manner affecting the Premises and all operations thereof. The signing of this Lease Agreement by the Minister does not assure or in any way represent that the Lessee is or has been in compliance with all provincial laws and regulations.

4.4 Upon obtaining any required licenses, liquor as defined by the Liquor Control Act may be sold within the Lodge as part of a food or bar service, but not as a liquor retail operation. Under no circumstances is liquor permitted outside the Lodge except in accordance with the Provincial Parks Act and its regulations and all other applicable laws relating to the control of liquor. The signing of this Lease Agreement does not assure or in any way represent that any license or permit, including liquor licenses or permits, will be issued to the Lessee.

4.5 The Lessee shall not itself, nor shall it allow any other person or persons acting for it or with its permission to bring, keep, sell, or store, offer for sale, or give away any form of alcoholic beverage (including beer, wines, and spirits) except in accordance with this section.

4.6 The Lessee shall ensure it is in full compliance at all times with all applicable occupational health and safety legislation and regulations, including, but not limited to the Occupational Health and Safety Act and its regulations and shall, upon request of the Minister,
provide evidence to the Minister of compliance with all applicable occupational health and safety legislation and regulations.

5. Indemnification/Insurance

5.1 The Minister shall not be responsible for the loss of any articles left in the custody of the Lessee, or for the loss of any goods or merchandise on the premises.

5.2 The Lessee will, at all times, indemnify and save the Minister harmless from and against all claims, demands, losses, costs, and expenses, in any manner, based upon, arising out of, or connected with this Lease Agreement or anything done or maintained hereunder, or arising out of the use or occupancy of the premises by the Lessee, except to the extent that any such loss, etc., is caused by the negligence of the agents or servants of the Minister acting in the course of their duties or employment. The obligation on the Lessee to indemnify the Minister under this section, however, is not affected by any approval given, or inspection made pursuant to this Lease Agreement by the Minister, or the Minister’s servants or agents, notwithstanding that any such approval or inspection may have been negligently given or made.

5.3 During the term of this Lease Agreement, the Lessee will, at its sole expense, take out and maintain sufficient insurance to discharge its obligations under this Lease Agreement and in any event such insurance, excluding fire insurance, to be for at least two million dollars ($2,000,000). Such insurance will provide that the Lessee and the Minister, as named insureds, are indemnified against all legal liability arising from the death or injury to any person as well as loss or damage to any property, to the extent that liability for these occurrences arises from the use or occupation of the Premises.

5.4 The insurance referred to in section 5.3 will also provide that in the event of the death or injury to an employee of one of the Parties thereto, by an event for which the other Party is or may be liable, such insurance will indemnify the Party against whom the claim is made or may be made in the same manner as if separate policies had been issued to each Party.

5.5 The insurance referred to in this sections will indemnify each Party in the same manner as though separate policies were issued in respect of any action brought against either of the Parties by the other Party.

5.6 The insurance referred to in this section must provide for a minimum of thirty (30) days notice by the insurance company or companies to the Lessee and to the Director of the cancellation or amendment of insurance. The Lessee will provide the Park Manager with the originals, duplicate originals, or certified copies of the policies together with written proof, on an annual basis on the anniversary of the signing of this Lease Agreement, satisfactory to that Director, that the premiums therefore are paid as they become due and payable.

6. Signs and Advertising
6.1 The Lessee will, if required, ensure that signs, notices and printed material used for the purposes of informing the public are in accordance with Parks Division standards as approved by the Manager of Operations prior to their being displayed or distributed.

7. Building, Equipment, and Maintenance

7.1 The Lessee shall provide for hire by the public the buildings referenced in Schedule B attached hereto, for the time period determined in accordance with section 2 hereof.

7.2 The Lessee agrees that no construction, renovations, improvements, or significant changes to the Premises will be carried out without the prior written consent of the Minister and that prior to any such consent being provided, it will submit to the Minister for approval, as applicable:

   a. All plans and specifications of the building or buildings which the Lessee proposes to erect including a plan of the land indicating the proposed location of the building or buildings;

   b. All plans and specifications of any proposed renovations to existing buildings;

   c. A plan of the land indicating any proposed alterations to parking facilities, roadways, and landscaping.

7.3 Upon approval by the Minister of the plans and specifications mentioned in section 7.2, the Lessee will, within one (1) year of the date of the Minister’s approval, complete the construction of the proposed building or buildings, the parking facilities, roadways, and landscaping. The Minister may, at his or her sole discretion, upon written request of the Lessee prior to the expiry of this period, grant the Lessee an extension to this period.

7.4 The Lessee shall:

   a. Maintain the Premises in a clean, tidy, and safe condition in accordance with all applicable health and safety legislation;

   b. At its own expense, employ a suitable number of qualified persons to provide all the services required by this Lease Agreement;

   c. Ensure that the deportment and conduct of all persons employed by the Lessee is conductive to the operation of the Park and the Premises;

   d. Ensure that no portion of the Premises is used for living quarters except to the extent that it is necessary to achieve the authorized uses set out in section 4 hereof;

   e. Ensure that its supplies are stored in the Premises or outside the Park, or as otherwise may be permitted in writing by the Park Manager;
f. Prepare for the regular removal, each day during the operating season and each visit to the Premises during the off season, of all garbage, waste, and other refuse from the Premises;

g. Provide all necessary containers for garbage and refuse.

h. Maintain the Premises and any and all buildings thereon in a good and safe state of maintenance and repair.

7.5 The Lessee will permit the Director, Manager of Operations, Park Manager, or any designate to enter the Premises at all reasonable times during the period for the purpose of verifying compliance with the provisions of this Lease Agreement.

7.6 The Lessee will make proper arrangements and pay for the supply of utilities as required to the Premises.

7.7 The Lessee will maintain all equipment, facilities, or structures provided for hire or operated by the Lessee in a good and safe condition.

8. No Nuisance

8.1 The Lessee will not create or permit or suffer any act or thing on the Premises which interferes with the peaceful use and enjoyment of Park guests, staff, employees, or nearby property owners or occupiers.

9. Compliance with the Provincial Parks Act

9.1 The Lessee will comply with the provisions of the Provincial Parks Act, as it may be amended from time to time, and any regulations made thereunder as they may exist from time to time, including directives issued pursuant to that Act and those Regulations from time to time.

10. Fire Safety and Emergency Planning

10.1 The Lessee will observe proper fire and safety precautions and will comply fully with the instructions of the applicable fire authorities and the Park Manager in relation thereto.

10.2 The Lessee will comply fully with any emergency planning requirements or instructions set out by the Manager of Operations or Park Manager.

11. No Cutting

11.1 The Lessee will not cut down or permit the cutting down, interfere with or permit the interference with any timber, trees, or other vegetation upon the land or impair or permit the impairment of the natural beauty of the land except to the extent that the Manager of Operations may allow for the reasonable exercise of the Lessee's rights hereunder.
12. Approved Uses

12.1 The Lessee agrees to conduct only those activities and operations approved by the Minister on the Premises provided by way of this Lease Agreement.

13. Assignment and Other Dealings

13.1 The Lessee shall not assign this Lease Agreement or sublet the whole or any part of the Premises without the prior written consent of the Minister, which consent may be arbitrarily withheld notwithstanding any contrary provision of any statute, provided that every assignment and subletting made with the consent of the Minister shall nevertheless comply with the additional conditions in paragraph 13.3.

13.2 The Lessee may mortgage or encumber its interest in this Lease Agreement or in the Premises (and for which purposes the Lessee may assign or sublet by way of mortgage, debenture, or floating charge) with the consent of the Minister, which consent will not be unreasonably withheld, for the purpose of obtaining financing from a financial institution approved by the Minister to assist with the cost of developing the Premises, but not otherwise; provided that every assignment and subletting for the purposes of obtaining said financing from said approved institution shall nevertheless comply with the additional conditions in 13.4.

13.3 No assignment of this agreement or sublease of any part of the Premises (except assignments and subleases to which section 13.4 applies) shall be made by the Lessee unless the following conditions have been complied with:

   a. The Lessee shall have first given to the Minister full particulars of the assignment or sublease which it proposes to make; and

   b. No assignment is valid unless the assignee expressly covenants and agrees with the Minister to perform and observe all the Lessee’s covenants under this Lease Agreement.

13.4 No mortgage or encumbrance (by way of assignment, sublease, debenture, floating charge, or otherwise) of this Lease Agreement or the Lessee’s interest hereunder or in the Premises shall be made by the Lessee unless the following conditions have been complied with:

   a. The mortgagee or encumbrancer shall covenant with the Minister to be bound by all the covenants and obligations of the Lessee hereunder as soon as the mortgagee or encumbrancer enters into possession of the Lessee’s interest, or otherwise takes steps to enforce its security which have the effect of depriving the Lessee of the ability fully to perform its covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgage rights shall covenant with the Minister to perform all the Lessee’s obligations under this Lease Agreement but as soon as the assignee becomes
bound by the Lessee’s obligations, the mortgagee or encumbrancer is relieved of its covenant;

b. Every mortgage or encumbrance of this Lease Agreement or the Premises shall be made expressly subject to the rights of the Minister under this agreement, and in particular the right of the Minister to acquire property under section 18, and the use restrictions of sections 4 and 12; and

c. The mortgage or encumbrance upon the Lessee’s interest in this Lease Agreement or the Premises shall not include any property except the Lessee’s interest in this Lease Agreement or the Premises including fixtures, improvements, and chattels of the Lessee situate thereon.

13.5 The Lessee shall observe and perform all its obligations incurred in respect of any assignments, subleases, agreements for tenancies, mortgages, and encumbrances of its interest in this Lease Agreement or the Premises and shall not suffer or allow any obligations to be in default, and if any default occurs the Minister may, but is not obliged to, rectify the default for the account of the Lessee.

13.6 Since the Minister has agreed to this Lease Agreement based upon the Minister’s confidence in the Lessee, any change in the authorized share capital, share classes rights of the share classes, or shareholders of any class of shares, whether through purchase, transfer, merger, amalgamation, or otherwise, without the approval of the Minister, which approval shall not be unreasonably withheld, shall bring this Lease Agreement to an immediate end.

14. Quiet Enjoyment

14.1 Subject to events or circumstances beyond the Minister’s control, the Lessee, upon performing the covenants and conditions herein, and upon complying with all applicable legislation and regulations, may peaceably possess and enjoy the premises for the term of this Lease Agreement without any interruption or disturbance from the Minister or any person lawfully claiming by, from, or under the Minister.

15. Termination

15.1 Notwithstanding anything in this Lease Agreement, including section 14, in the event of any default by the Lessee of any of the provisions of this Lease Agreement, or should the Lessee fail to operate the Lodge in a reasonable business-like manner, the Minister may, by written notice to the Lessee and the approved financial institution, if such an approved institution acquires rights pursuant to section 13.2 hereof, require the Lessee to remedy such default within forty five (45) days. If the Lessee or approved institution does not remedy the default within the said forty five (45) day period, then the remaining term under this Lease Agreement will become forfeit and terminated, and it will be lawful for the Minister at any time thereafter to enter the land and buildings thereon, or any part thereof, and all rights and privileges of the Lessee hereunder shall terminate and end at the expiration of the said forty five (45) day period regardless of whether the Minister has re-entered the Premises.
15.2 Notwithstanding anything in this Lease Agreement, including section 16.2, the Minister may, by written notice to the Lessee and the approved financial institution, if such an approved institution acquires rights pursuant to section 13.2 hereof, terminate this Lease Agreement upon one hundred and eighty (180) days notice to the Lessee.

15.3 No damages or any other compensation is payable by the Minister to the Lessee as a result of any termination of this Lease Agreement in accordance with section 15.1 or 15.2; including, but not limited to, any claim for: (a) punitive, exemplary, or aggravated damages, (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of leased facilities, (c) indirect, consequential, or special damages, (d) contribution or indemnity in respect of any claims against the Lessee, or (e) any other damages, including direct and actual damages.

16. Termination for Insolvency, Execution, Receivership, etc.

16.1 Notwithstanding anything contained in this Lease Agreement, including section 14, but subject to the rights, if any, acquired by an approved financial institution pursuant to section 13.2 hereof, if the Lessee should at any time during the period thereof:

a. be the subject of a petition in bankruptcy or make an assignment for the benefit of creditors;

b. be judged bankrupt or insolvent;

c. file any petition to institute any proceedings under any bankruptcy or insolvency legislation seeking to effect reorganization or composition;

d. have its chattels, equipment, and supplies seized in execution or by a process of law and not released within fifteen (15) days from the date of such seizure, provided that the delivery of an Order of Execution or an Order of Distraint to a Sheriff will not be considered a seizure for the purpose of this provision; or

e. be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of appointment

it will be lawful for the Minister, without notice, to declare the term ended and this Lease Agreement terminated. Thereupon, these Premises and everything herein contained and the term will absolutely cease, determine and be void without re-entry or any other act or suit or legal proceedings to be brought or taken, provided the Minister will nevertheless be entitled to recover from the Lessee the rental fee then accrued or accruing. Moreover any right by the Minister against the Lessee in respect of any antecedent breach of the covenants, provisions, stipulations, or conditions contained in this Lease Agreement will not be thereby prejudiced.

16.2 As long as any debt owed by the Lessee is outstanding under a security interest acquired by an approved financial institution under section 13.2 hereof, the Minister shall not
terminate this Lease Agreement for the events noted in section 16.1 above unless the said approved financial institution consents to such termination or unless the said approved financial institution fails to exercise its security rights within forty five (45) days following written notification to the said approved financial institution and the Lessee of the occurrence of one or more of the said events by the Minister.

17. Warranties

17.1 Other than as expressly provided herein, each of the goods, property, Premises and services provided by the Minister hereunder, is provided "as is" without warranty, representation, or condition of any kind, expressed or implied, in act or in law, including but not limited to the implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from a course or dealing or usage of trade.

18. Deproclamation

18.1 Notwithstanding anything contained in this Agreement, including section 14.1, nothing in this Lease Agreement obliges the Minister to continue to operate or maintain the Park as a Provincial Park, and the Minister retains an unfettered discretion to deproclaim all or any portion of the Park at any time and to establish the operating season of the Park.

18.2 The Minister shall give the Lessee one hundred and twenty (120) days notice of his or her intention to deproclaim some or all of the Park, which may or may not include the Premises but regardless of whether the Premises are included in the intended deproclamation, this Lease Agreement is terminated at the expiration of the said notice period unless the Lessee wishes to avail of its rights under subsection 18.4 below, and no damages or any other compensation is payable by the Minister to the Lessee as a result of any such deproclamation or any other termination of this Lease Agreement; including, but not limited to, any claim for: (a) punitive, exemplary, or aggravated damages, (b) damages for loss of business, profits or revenue, failure to realize expected savings, loss of use or lack of availability of leased facilities, (c) indirect, consequential, or special damages, (d) contribution or indemnity in respect of any claims against the Lessee, or (e) any other damages, including direct and actual damages.

18.3 Subject to subsection 18.4, The Minister may upon any deproclamation dispose of the deproclaimed area, or any part thereof, in any manner, by any process, or to any person that the Minister, in his or her absolute and unfettered discretion decides is appropriate.

18.4 In the event that the Premises themselves are deproclaimed or the Premises are included in any area deproclaimed under this section 18, the Premises may be severed from any other deproclaimed area and this Lease Agreement may continue in relation to the Premises for the remainder of the then unexpired term in accordance with the terms hereof, with any necessary modifications to reflect the deproclamation, and subject to any fee adjustment under section 3 hereof and any requirement to apply for Crown title as may be set out by the Minister responsible for the administration of Crown lands.
18.5 The Minister may, but is not obliged to, in the case of a deproclamation under this section, where the Lessee does not wish to continue operate at the Premises following any such deproclamation, at the Minister’s option, purchase any assets of the Lodge that the Minister designates; and in a case of a disagreement over the purchase price both parties agree to submit that disagreement to arbitration, and Lessee shall sell and the Minister shall buy those designated assets at their market value as determined by the independent arbitrator.

18.6 The above limitation of liability provisions reflects an informed voluntary allocation of the risks (known and unknown) that may exist in connection with this Lease Agreement and that such voluntary risk allocation represents a material part of the Lease Agreement reached between the Parties. Should the Minister exercise the powers of deproclamation provided for in this section, the Lessee agrees that its remedies will be limited to those set forth in section 18. No action, regardless of form, arising out of any such deproclamation may be brought by the Lessee more than 12 months after the deproclamation.

19. Termination and Removal of Property

19.1 Upon any expiry, termination, or cancellation of this Lease Agreement, and unless the Director otherwise directs, the Lessee shall remove from the Premises, within twelve (12) months, all its equipment, supplies, buildings, and structures, save for any assets acquired by the Minister under section 18.5 or vesting in the Minister by operation of Law and the Lessee shall restore the Premises to a clean and natural looking condition.

19.2 If the Lessee fails to comply with the provisions of sub-section 19.1, the Director may have such equipment, supplies, buildings, and structures removed and stored, and the Premises cleaned, restored, and repaired, all at the expense of the Lessee and the Lessee shall pay to the Minister the reasonable cost thereof. An invoice therefore from the Director, in the absence of evidence to the contrary, shall be deemed to be the aforesaid reasonable cost.

20. Survival of Minister’s Rights on Termination

20.1 Termination of this Lease Agreement shall in no way prejudice the Minister’s right to recover unpaid monies, or any right of action by the Minister with respect to a breach of any covenant or agreement herein contained.

21. Entire Agreement

21.1 This Lease Agreement constitutes the entire agreement between the Parties. There are no other written or verbal agreements, representations, warranties, or undertakings between the Parties and this Lease Agreement may not be amended except by written instrument signed by the Parties.

22. Waivers
22.1 A waiver by either party hereto of the strict performance by the other party of any covenant or provision of this Lease Agreement shall not itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of the Minister to require the fulfillment of any obligation of the Lessee, or to exercise any rights herein contained shall not constitute a waiver or surrender of those obligations or rights.

23. Arbitration

23.1 In the event that any dispute or question shall arise between the Parties hereto over any provision of this Lease Agreement or the interpretation of its effect which the Parties are unable to resolve by agreement, the same shall be referred to an arbitrator pursuant to the Arbitration Act.

24. Notices

24.1 If the Lessee proposes to make any alterations to the Premises including, but not limited to, facilities on the land or to the land itself, then the Lessee will submit proposals together with plans and specifications of such alterations to the Minister for approval and if the proposal and the plans and specifications are approved by the Minister, such alterations will be completed within such reasonable time as the Minister may allow and the Lessee will maintain such alterations in a good state of maintenance and repair.

24.2 All notices, claims, payments, reports and other communications required under this Lease Agreement shall be in writing. The addresses for service are as follows:

For the Minister:
Director
Parks Division
Department of Tourism, Culture, Industry and Innovation
PO Box 550
Corner Brook, NL
A2H 6E6

For the Lessee:
Humber Lodge Big Falls Inc.
c/o Fred Thorne or Shirley Thorne
P.O. Box 5
Buchans
NL Canada
A0H 1G0
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

IN WITNESS WHEREOF the parties have executed this Lease Agreement by the hands of their officers in that behalf duly authorized.

The Minister, Department of Tourism, Culture, Industry, and Innovation
Signed this ___ day of ________________, 201__

__________________________________________
Minister

__________________________________________
Witness

Humber Lodge Big Falls Inc.
Signed this ___ day of ________________, 201__

__________________________________________
Fred Thorne
Witness

__________________________________________
Shirley Thorne
Witness

Schedule A – Survey and Plan of the Property – TO BE ATTACHED
Schedule B – Tourist Lodge Standards – TO BE ATTACHED
Schedule C – Agreement between Humber Lodge Big Falls, Inc, and SIP Enterprises, Ltd. – TO BE ATTACHED
Schedule D – Winter Access Designation Map _ TO BE ATTACHED
DESCRIPTION OF LAND FOR
HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND
LABRADOR AS REPRESENTED BY THE HONOURABLE THE
MINISTER OF ENVIRONMENT AND CONSERVATION AND THE
HUMBER LODGE BIG FALLS INC.
Big Falls, Cormack

All that piece or parcel of land situate and being at Cormack, abutted and bounded as follows, that
is to say:

Beginning at a point, the said point being the southeasterly angle of the herein described parcel of
land and having co-ordinates of North 5,467,972.639 and East 220,112.972;

Thence running by land of Sir Richard Squires Memorial Park, north eighty-eight degrees
forty-seven minutes forty-two seconds west (N 88° 47' 42" W) forty-five decimal zero zero zero
(45.000) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north one degree twelve
minutes eighteen seconds east (N 1° 12' 18" E) one hundred decimal zero zero zero (100.000)
metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north eighty-eight
degrees forty-seven minutes forty-two seconds west (N 88° 47' 42" W) five decimal zero zero zero
(5.000) metres to a survey marker;

Thence running by aforesaid land of Sir Richard Squires Memorial Park, north one degree twelve
minutes eighteen seconds east (N 1° 12' 18" E) one hundred ten decimal zero zero zero (110.000)
metres to a survey marker.

Thence running by aforesaid land of Sir Richard Squires Memorial Park, south eighty-eight
degrees forty-seven minutes forty-two seconds east (S 88° 47' 42" E) fifty decimal zero zero zero
(50.000) metres to a survey marker;

Thence running by Crown Land, south one degree twelve minutes eighteen seconds west
(S 1° 12' 18" W) two hundred ten decimal zero zero zero (210.000) metres, more or less, to the
point of beginning and being more particularly shown and delineated on the attached plan;

The above described land contains an area of one decimal zero (1.0) hectare, more or less;

All bearings referenced to the Meridian of fifty-six degrees zero minutes west longitude of the
Three Degree Modified Transverse Mercator Projection, Zone 2, NAD 83 for the Province of
Newfoundland and Labrador.

Yates and Woods Limited
16045
March 31, 2016
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
SCHEDULE “B”
Tourist Lodge Standards

1. Concessionaire shall provide to the public:
   a. a 13 bedroom tourist lodge with an additional 2 bedrooms for staff;
   b. a restaurant of sufficient size to accommodate overnight patrons of the lodge and walk in traffic from the camping park;
   c. and, a convenience store which may include fly fishing sporting goods.