

**CLASS B MEMBER SUBLEASE**  
and  
**MEMBERSHIP AGREEMENT**

**THIS LEASE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**RBCG K1 CAMPGROUND INC.**  
(herein called the “**Campground Company**”)

- and –

---

(hereinafter called the “**Class B Member**”)

WHEREAS the Class B members of the Campground Company are able to vote in the election of the Board of Directors of the Campground Company;

AND WHEREAS the Class B Members have purchased their leases with an initial lease payment together with ongoing payments of the balance, as provided in the Class B Membership Agreement for Sale, a copy of which is attached hereto as Schedule “A”;

AND WHEREAS the parties hereto wish to provide for the Class B Member’s Lease of a site in the campground as set out herein.

NOW THEREFORE in consideration of the covenants and conditions herein contained and the payment of the Purchase Price under the Class B Membership Agreement for Sale, the parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) “Articles” means the Articles of Incorporation of Campground Company;
- (b) “Campground” means the campground in its current configuration set out in Schedule “B” and includes all the lands set out in Parcel K of Surface Parcel # 110334642, Reference Land Description, Block K, Plan No. 88R32750, Extension 0, as described on Certificate of Title 88R32750A, but may also include the lands set out in Parcel K1 of the subdivision of Parcels A and C, Plan No. 101405483, and Part of S.W. ¼ & S.E. ¼ Sec. 15, Twp. 21 Rge 22 W2 Meridian, set out in Schedule “C” if that land is consolidated with Parcel K by the Campground Company at any time, as these lands may be

- developed from time to time;
- (c) "Campground Company" means RBCG K1 Campground Inc., the Campground Company set out above and the Landlord under this Sublease;
  - (d) "Class B Member" means the Class B Member set out above, the tenant under this Sublease, and a Class B Member as defined in the Articles and "Member" means any Class A Member, Class B Member or Class C Member as defined in the Articles;
  - (e) "Class B Membership Agreement for Sale" means the Agreement attached hereto as Schedule "A" pursuant to which Class B Member has acquired its rights under this Sublease;
  - (f) "Fees" or "Annual Fee" means the Fees assessed by Campground Company pursuant to Article 4 hereof titled "Fees and Assessments" on each Site for the purposes of managing, operating and maintaining Campground and all such other purposes as Campground Company may require under the said Article;
  - (g) "Head Lease" means the Lease attached hereto as Schedule "D" pursuant to which the Campground Company has leased the Campground for ninety-nine (99) years and which provides Campground Company with the right to Sublease Sites in the K1 Campground to Class B Members, and to Class A Members and Class C Members of the Campground Company as defined in the Articles;
  - (h) "Leased Site" or "Site" means campsite # \_\_\_\_\_, in the Town of Regina Beach, in the Province of Saskatchewan, as outlined in Bold or in Red in the attached Schedule "B" or Schedule "C" as the case may be, setting out the Campground;
  - (i) "Purchase Price" means the Purchase Price as set out in the Class B Membership Agreement for Sale;
  - (j) "Rent" means the Purchase Price which Purchase Price represents all rent due under this Lease or any subsequent Lease for the Site, as well as providing the Membership rights in the Campground Company as defined in the Articles;

## ARTICLE II PREMISES LEASED

- 2.1 In consideration of the Purchase Price and the Fees payable to the Campground Company and the benefits of this agreement (the receipt of which is hereby acknowledged by the Campground Company) and the covenants, agreements and provisos herein contained the Campground Company does hereby demise and lease to the Class B Member, the Leased Site, together with the right in common with the Campground Company and the tenants of other sites in the campground and their respective invitees and licensees, to use the common areas of the Land and the facilities thereon, (i) subject to the rules and regulations established by the Campground Company from time to time for use of the same, which may include fees for use, and (ii) subject to all rights reserved to the Campground Company, including without restriction, such rights as pertain to the leasing of individual sites and changes to sites.
- 2.2 The Class B Member shall permit the Campground Company, the Campground Company's maintenance provider, and/or any public utility supplier at all reasonable

times to enter upon the Leased Site for the purposes of maintaining, repairing, or renewing any electrical, water sewer or other utility installations, including poles, service junctions, lines, pipes, wires, and other equipment, on, over or under the surface of the Leased Site and the Class B Member shall at all times use the Leased Site in such a manner as not to cause damage to any such utility installations.

- 2.3 If any utility pedestal, on the Leased Site, services sites in addition to the Leased Site, the Class B Member grants to the tenants of such other sites a general right of access to the utility pedestal for the purpose of remaining connected to the services provided thereby and for the purpose of effecting any repair or maintenance. The Class B Member agrees to share equally with the tenants of other sites the cost of repair and maintenance of any utility pedestal on the Leased Site or elsewhere that services both the Leased Site and such other sites.
- 2.4 The Class B Member shall have an easement and right of way running with the land for the benefit of the Leased Site over and across the roadways comprised in the Campground for the purpose of access to and from public highways, streets or lanes leading to the Campground and to the Leased Site.

### ARTICLE III

#### **TERM**

- 3.1 To have and to hold the premises and to exercise the appurtenant rights aforesaid for a term of nine (9) years , to be computed from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and to be fully and completely ended on the \_\_\_\_ day of December, 203\_\_\_\_.

### ARTICLE IV

#### **FEES AND ASSESSMENTS**

- 4.1 An Annual Fee shall be assessed on each Site by the Campground Company, in the Campground Company's reasonable discretion, in each and every year during the term hereof, beginning in the year commencing \_\_\_\_\_, 20\_\_\_\_, payable on the first (1) day of May in each year to defray all expenses of managing, operating and maintaining the campground during the then current year, including, without limiting the generality of the foregoing, taxes of all kinds, insurance, repair and maintenance including capital cost allowance on depreciable assets, plus the amount of any deficit or less the amount of any surplus from the preceding year.
- 4.2 The Campground Company shall maintain a Capital Reserve Account to pay for replacements, improvements or additions to the common area and facilities including the utility services supplied to every site to which the Campground Company shall appropriate, out of the Annual Fees, an amount sufficient to make such improvements and replacements and to cover the capital cost allowance on depreciable assets.
- 4.3 In addition to the Annual Fees, the Campground Company may at any time and from time to time levy Special Assessments to provide for capital expenditures and any

extraordinary expenditures not covered by Annual Fees including the Capital Reserve Account.

- 4.4 The Annual Fees and Special Assessments shall be appointed and charged against the individual sites equally, subject to such reasonable adjustment in the case of Annual Fees as the Campground Company may determine from time to time for sites not having a full slate of utility services supplied to the site.

## ARTICLE V TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated in the following manner in the specified circumstances:

- (a) Mutual Termination between the Parties – The Class B Member and the Campground Company may agree to terminate this Agreement at any time by mutual agreement between the parties;
- (b) Termination in the Event of Default by the Class B Member – Any one or more of the following events shall constitute a default by the Class B Member under the terms of this Agreement:
  - (i) The Class B Member shall fail to pay any of the Annual Fees, Special Assessments, or other fees payable under the terms of this Agreement when due, and such failure shall continue not to be remedied thirty (30) calendar days after notice thereof has been given by the Campground Company to the Class B Member to cure such default;
  - (ii) The Class B Member shall fail to observe any term, provision or covenant under this Agreement on the part of the Class B Member to be performed and the Class B Member fails to cure such default within the confines of the remedial process as outlined below; or
  - (iii) The Class B Member shall be found to have engaged in theft, vandalism, destruction of campground property or property of others;

Upon the occurrence of any of these events of default described above, the Campground Company may at its option exercise the following remedies;

- (A) In the event of non-payment of Annual Fees, Special Assessments, or other fees payable under this Lease, immediately upon expiry of the notice provided for in subsection 5.01(b)(i) and subject to clause 9.04, the Campground Company may terminate this Lease;
- (B) In the event of the Class B Member failing to observe any term, provision, or covenant under this Agreement on the part of the Class B Member to be performed and as provided for in subsection 5.01(b)(ii), the Campground Company shall first provide to the Class B Member a verbal warning outlining the circumstances surrounding the default

which shall be confirmed in writing to the Class B Member. Should the default continue, the Campground Company shall provide a follow up written warning advising the Class B Member of the default and indicating, where applicable, that any further violations may result in the termination of this Agreement and removal of the Class B Member from the Campground. Should the conduct or activity giving rise to the default continue further after the written warning has been provided to the Class B Member, then the Campground Company may, exercising reasonable discretion, proceed immediately to provide written notice of termination to the Class B Member effective on the date set out therein; or

(C) In the event of the Class B Member having been found to have engaged in theft, vandalism, destruction of campground property or property of others, the Campground Company may under such circumstances and subject to clause 9.04, provide immediate written notice as to the termination of this Agreement. The notice of termination shall state the date upon which termination is to be effective and the date upon which the Class B Member shall be required to remove all of their personal property from the Site and vacate the campground.

(D) If a Class B Member is terminated pursuant to the foregoing provisions, such individual or Corporation shall be designated as an Invalid Member under the Articles and Bylaws of the Campground Company.

- 5.2 The Campground Company may decide, in its reasonable discretion and in consideration of the foregoing provisions, at the end of the term set out in subsection 3.01 of this Lease not to renew the Class B Member Lease. Notice of the Campground Company's intention not to renew this lease will be provided within 60 days before the expiration of the term set out in subsection 3.01 of this lease. In such event, Class B Member may exercise its rights under Article X. Clause 9.04 shall apply in its entirety to any residential value the Class B Member may have as a result of the sale of the site and the granting of the Class B Membership to the purchaser of the site.
- 5.3 Upon termination of this Agreement the Class B Member or their estate representative, where applicable, shall return to the Campground Company all fobs issued to the Class B Member.

## ARTICLE VI MEMBERSHIP IN RBCG K1 CAMPGROUND INC.

- 6.1 The Class B Member acknowledges and agrees that upon execution of this Lease they will become a Class B Member of the Campground Company and may vote in the

election of Directors of the Campground Company, but until their lease is converted to a Class A Membership Lease they cannot sit as a Director of the Campground Company;

- 6.2 The Class B Member agrees that as a Member they will have the benefit of one (1) vote per campsite for which they have entered into a Class B Member Lease, to a maximum of three (3) votes. No Class B Member, or subsidiary or corporation in which a Class B Member holds shares, may cumulatively have more than three (3) votes, even if together they lease more than three (3) campsites;
- 6.3 The Class B Members agree that where more than one person has entered into the same Class B Member Lease with the Campground Company Corporation, only one of the individuals executing this Lease shall become a Class B Member of the Campground Company;
- 6.4 In the event that there is more than one individual executing this Lease the Class B Member has determined that the Class B Member for purposes of the Campground Company will be:  
Class B Member: \_\_\_\_\_;
- 6.5 The Class B Member agrees that upon termination of this Lease for any reason provided herein, the Class B Member shall, subject to the terms of this Lease and the Articles, cease to be a Class B Member of the Campground Company.

## ARTICLE VII CAMPGROUND COMPANY'S COVENANTS

The Campground Company hereby covenants and agrees with the Class B Member as follows:

- 7.1 The Campground Company covenants with the Class B Member that upon paying the Annual Fees and performing the covenants herein contained, the Class B Member shall and may peaceably possess and enjoy the Leased Site for the term hereby granted, without any interruption or disturbance from the Campground Company or any other person lawfully claiming by, through, or under the Campground Company;
- 7.2 The Campground Company will manage, operate, and maintain the campground, including all common areas, as would a prudent owner, including all washrooms, laundry facilities, roads and property situated outside of the designated campsites. The Campground Company, campground staff or authorized personnel shall maintain the entrance gates, internet system, propane for the public washrooms and all main electrical systems (including power boxes) and water. During the camping season the Campground Company, staff, or authorized personnel shall maintain and clean the washroom and laundry facilities associated with the campground daily. The Campground Company shall provide for the delivery of water and electric service to the property line of the Leased Site. The Campground Company shall execute such duties with due diligence, not being liable for temporary interruptions in supply of such services;

- 7.3 The Campground Company shall provide the Class B Member two gate fobs that will allow the Class B Member to access the campground through the security gates for use during the camping season only. Access to the campground outside of the designated camping season shall not be permitted without the express authorization of the Campground Company. If a gate fob is lost or destroyed, the Class B Member may contact the Campground Company to purchase an additional fob at a cost as set out by Campground Company from time to time;
- 7.4 Any communications or notices relating to the campground activities or issues affecting the campground shall be provided to the Class B Member either through email, mail, or public posting on [www.reginabeachcampground.com](http://www.reginabeachcampground.com) or at the washrooms and front entrances to the campground;
- 7.5 The Campground Company will keep the improvements on the common area insured against loss or damage by fire, the risks covered by commercial "All Risk" insurance normally available in Saskatchewan from time to time, and such other risks as the Campground Company may in its reasonable discretion determine, to their full insurable value;
- 7.6 The Campground Company will provide and keep in force general liability insurance respecting injury to or death of one or more persons or property damage in connection with or occurring in, on or about the common area to the extent of at least \$2,000,000.00 per event;
- 7.7 The Campground Company shall not be responsible for the non-performance of any covenants herein to the extent that the non-performance is attributable to strikes, interruption or cessation of services ordinarily provided to the land by any public utility corporation or branch of government, or as a result of any fires, earthquakes, floods, acts of God, or other matters beyond the control of the Campground Company.

## ARTICLE VIII CLASS B MEMBER'S COVENANTS

The Class B Member hereby covenants and agrees with the Lessor as follows:

- 8.1 The Class B Member agrees that the Leased Site shall be used only for recreational use as a site for a single recreational vehicle as defined by the Campground Company, which said vehicle shall be of a size and type suitable for the site and a condition befitting to the overall environment all as determined by the Campground Company in its reasonable discretion. Class B Members with pre-existing arrangements for an additional recreational vehicle to be allowed on the site will be able to continue to bring the additional recreational vehicle to the Leased Site.
- 8.2 The Class B Member shall ensure that the Campground Company is at all times provided with an up-to-date address, phone number, and related contact information for the Class

B Member. Any correspondence from the Campground Company may be forwarded to the Class B Member in accordance with the notice provisions outlined in this Agreement.

- 8.3 The Class B Member shall and shall cause his family, invitees, licensees and sub-tenants to perform and observe such reasonable rules and regulations relating to the use of the sites and common areas and facilities as may be established by the Campground Company from time to time, provided that all such rules and regulations shall be uniformly applicable to all Class B Members, Class A Members and Class C Members of sites in the campground and all such other persons.
- 8.4 The Class B Member will comply with all statutes, regulations and bylaws of any governmental authority which in any way affect the Leased Site, its use or occupation and the common areas or facilities and their use.
- 8.5 The Class B Member shall be responsible for all campfires at their Site. The Class B Member shall be personally liable and responsible for any and all damages caused to their Site or any campground property, or any personal property of the Class B Member or others, associated with any fire for which they are responsible. No campfires shall be permitted during specific times as may be designated by the Campground Company. Fire ban notifications shall be posted publicly within the campground. Further, the Class B Member shall not dump any fire ashes in trees or shrubs situated within the campground;
- 8.6 The Class B Member shall not store or bring on the Leased Site or the common area, any article of an inflammable, explosive, combustible, or dangerous nature, excluding any ordinary appliances for cooking or heating, or a reasonable amount of propane or gasoline to be used as fuel for appliances, equipment, and vehicles provided it is and shall at all times be stored safely. The Class B Member shall at all times keep the Leased Site in such a condition as to comply with the regulations and requirements of the appropriate fire underwriter's associations and the local fire department.
- 8.7 The Class B Member shall pay promptly the proportion of the Annual Fees and Special Assessments charged against the Leased Site, as the same becomes due. For purposes of this clause, all such amounts shall be deemed to be rent and shall be payable as rent without variation, deduction, set-off, or abatement whatsoever.
- 8.8 The Class B Member shall at all times keep and maintain the Leased Site and any chattels and improvements thereon in a neat, clean, sanitary, orderly, and attractive condition and shall not permit refuse, garbage, waste, or other loose or objectionable material to accumulate on or about the Leased Site, and if the Class B Member neglects to so keep and maintain the Leased Site, the Campground Company may do so at its option and at the expense of the Class B Member, and the Class B Member covenants with the Campground Company to pay in every case to the Campground Company with the Annual Fees next falling due all sums which the Campground Company shall have expended attending to any such maintenance and upkeep.



- 8.9 The Class B Member, along with their invited guests, shall conduct themselves at all times in a respectful way so as not to interfere with the utilization and enjoyment of the campground by all other users. The Class B Member shall not do or allow to be done at the site anything that would become a nuisance or an annoyance to other Class B Members of any adjoining or neighbouring Sites. There will be no tolerance for the use of non-prescription drugs, alcohol abuse, profanity, underage driving of any vehicle including golf carts, underage drinking, or dangerous driving in the campground. The speed limit in the campground is 20 km/hr.
- 8.10 If any damage or injury shall occur to the Leased Site, whether by act of the Class B Member or any person permitted to be on the Site, or from natural or other causes whatsoever, the Class B Member shall at its sole cost promptly carry out such work as required to restore the Site as nearly as possible to its former condition, and if the Class B Member neglects to carry out such work, the Campground Company may do so at its option and at the expense of the Class B Member, and the Class B Member covenants with the Campground Company to pay in every case to the Campground Company with the Annual Fees next falling due all sums which the Campground Company shall have expended attending to any such work.
- 8.11 The Class B Member shall respect the natural environment of the campground, all septic waste must be disposed of by calling for septic removal by contacting the Campground Company or such other authorized personnel as designated by the Campground Company. Any actions undertaken by the Class B Member that causes a threat or results in environmental damage being sustained to their Site or any campground property will not be tolerated;
- 8.12 Upon the termination of this Lease by lapse of time or otherwise, the Class B Member shall surrender and deliver upon the Campground Company possession of the Leased Site in good and clean repair and condition reasonable, wear and tear only excepted, including all fixtures and improvements to the Leased Site. Upon the termination of this agreement the Class B Member or their estate representative, where applicable, shall provide to the Campground Company a detailed listing of all site improvement assets situated within the site as owned, constructed, or paid for by the Class B Member along with the proposed fair market value asking price. In the event such information is not provided by the Class B Member within a reasonable period of time following the termination, the Campground Company may compile the information itself. The Class B Member, or their estate representative, where applicable, shall have the option to sell the site lease and the site improvement assets on their own. Unless previously approved by the Campground Company, all site improvement assets to be sold must have met the building code of the day in which they were constructed and such assets must remain in good and safe repair. Improvement assets which do not meet these requirements must be removed by the Class B Member prior to them vacating their site. If such improvement assets are not removed the improvement assets may be removed and the disposition of such improvements shall be at the Class B Member's expense. The Class B Member shall be entitled to sell their

Class B Members Lease interest to anyone except a previous Member who was terminated by the board.

- 8.13 The Class B Member shall indemnify the Campground Company against all actions, suits, claims, damages, costs and liability arising out of:
- (a) Any breach or violation or non-performance of any of the Class B Member's covenants, conditions, and agreements in this lease.
  - (b) Any damage to property occasioned by the Class B Member's use of the Leased Site; or
  - (c) Any injury to or death of any person resulting from the Class B Member's use of the Leased Site.
- 8.14 The Class B Member covenants and agrees that the Campground Company shall be under no liability for any personal or consequential injury of any nature to the Class B Member or any other person who may be upon the Leased Site or elsewhere on the Land, or for the loss or theft of or damage to any of the Class B Member's goods or chattel on the Leased Site or elsewhere on the Land, or any fixtures or improvements to the Leased Site, howsoever occurring, and the Class B Member shall be responsible for maintaining at their sole cost and expense all property and liability insurance associated with their trailers, improvements, or any other personal property which may be located on their Site, and indemnify the Campground Company in respect thereof. If the Campground Company arranges for an insurance program for the Class B Members to enter into, the Class B Member shall enter into such program and pay the insurance cost of such program, as provided by the Campground Company.
- 8.15 The Class B Member shall ensure that they, along with any of their invited guests, adhere to and comply with all the bylaws, rules, regulations and building codes as they may be established by Campground Company in relation to the campground. Any violation of the established bylaws, rules, regulations, and building codes may result in termination of this Agreement. A current version of the applicable documents may be found at [www.reginabeachcampground.com](http://www.reginabeachcampground.com). The parties acknowledge and agree that RBCG K1 Campground Inc. may amend, or add or delete from, any of the bylaws, rules, regulations and/or building codes upon a minimum of sixty (60) calendar days written notice to the Class B Member provided that such amendments are first reviewed and discussed with the Class B Members of the campground at a general meeting of the Class B Members and Campground Company;
- 8.16 The Class B Member shall ensure that they, along with their invited guests, utilize all washrooms, laundry, and common area facilities for their intended purpose only and shall use their best efforts to ensure that such facilities are maintained after their use in a clean and tidy condition. Children are not permitted to play in the washrooms;
- 8.17 The Class B Member shall not suffer or permit his family, agents, invitees, or licensees or sub-tenants to harm, mutilate, destroy or alter the Leased Site or any part of the Land. Without written approval of the Campground Company, which shall not be unreasonably

withheld, the Class B Member shall not grade or excavate the Site, or remove any natural cover or trees therefrom.

- 8.18 At the end of each camping season or upon termination of this Agreement, the Class B Member shall be responsible for having the septic tank associated with their Site cleaned out.
- 8.19 The Class B Member shall be responsible for maintaining at their sole cost and expense all property and liability insurance associated with their trailers, improvements, or any other personal property which may be located on their Site.
- 8.20 The Class B Member agrees that, because they are a Member of the Campground Company Corporation, they will not file a caveat to protect this lease.

## **ARTICLE IX DEFAULT**

- 9.1 Subject to Clause 5.1 hereof, the Campground Company shall not exercise any right or remedy for non-performance of any obligation of the Class B Member under this Lease until the Campground Company shall have given written notice to the Class B Member and every personal property security holder of whose interest written notice has been given to the Campground Company specifying such default or non-performance and, in the case of any non-payment of Annual Fees, Special Assessments or other money, the Class B Member shall have failed to make payment of the same within a period of thirty (30) days after the giving of such notice and, in the case of any other breach or non-performance, the Class B Member shall have failed to remedy such breach or non-performance within a period after the giving of such notice which is the greater of sixty (60) days or such longer time as would have reasonably sufficed for the remedying of such default or non-performance if the Class B Member or any such mortgagee has commenced to remedy the same within sixty (60) days and thereafter proceeded to remedy the same with reasonable diligence.
- 9.2 If any default by the Class B Member shall be in the nature of an incident, event, or other temporary occurrence, whether of short or long duration, constituting a violation of the rules and regulations established by the Campground Company, then the Campground Company will have the right to exercise the remedy of re-entry and termination, or in any other remedy available to the Campground Company, if any such violation shall occur more than twice in any lease year after written notice from the Campground Company specifying such violation on or after each occasion of violation.
- 9.3 The Campground Company shall have all the remedies, including damages and injunction, available to the Campground Company at law or in equity arising from any default by the Class B Member under this Lease.
- 9.4 In the event that the Campground Company, having complied with the provisions of this Article IX hereof, shall exercise the remedy of re-entry and termination of this Lease, the

proceeds of sale of the leased site and any property of the Class B Member thereon (less all expenses of taking and keeping possession and selling the remainder of the term of this Lease and such property, including all solicitors' fees and disbursements, as between solicitor and client, and agents' charges in connection therewith) shall be paid to the Class B Member as and when received after payment to the Campground Company of all of the monies, including interest at the rate hereafter provided, owing by the Class B Member to the Campground Company.

- 9.5 Without limiting any other remedies the Campground Company may have arising out of this Lease or at law in respect of any default in the performance of the Class B Member's obligations under this Lease, the Campground Company shall have the right, in the case of any default which has not been remedied by the Class B Member within the time allowed for the remedying thereof, as provided by this Article IX, and without any re-entry or termination of this Lease, to enter upon the Leased Site and cure or attempt to cure such default (but this shall not oblige the Campground Company to cure or attempt to cure any such default nor, after having commenced to cure or attempt to cure such default, prevent the Campground Company from ceasing to do so) and the Class B Member shall promptly reimburse to the Campground Company any expense incurred by the Campground Company in so doing and the same shall be recoverable as rent.
- 9.6 Any sums owing by the Class B Member to the Campground Company shall bear interest at the rate of 18% per annum until the Campground Company has received payment thereof.
- 9.7 The waiver or acquiescence of the Campground Company in any default by the Class B Member under any clause of this lease shall not be deemed to be a waiver of such clause or any subsequent or other default thereunder.

## ARTICLE X ASSIGNMENT

- 10.1 The Class B Member shall be permitted to sell their rights under this Lease and assign it to a purchaser, provided that the purchaser has never been a Member in the Campground who is classified as an Invalid Member pursuant to the Bylaws of the Corporation.
- 10.2 Upon the Class B Member selling their rights under this Lease, membership in the Campground Company shall be transferred to the assignee.

## ARTICLE XI SECURITY INTEREST

- 11.1 The Class B Member shall have the right from time to time to grant a personal property security interest in this Lease and the leasehold interest of the Class B Member created by it, such interest being called herein the "security interest". In the event of any breach or default of any of the covenants, terms and conditions of this Lease by the Class B Member, the holder of the security interest shall be entitled, in order to avoid a forfeiture

of the Lease to make any and all payments and do and perform all acts or things which may be necessary or required to prevent such a forfeiture.

- 11.2 The Campground Company and the Class B Member acknowledge that the Class B Member has purchased the lease Site under the Class B Membership Agreement for Sale and that the balance owing under the Class B Membership Agreement for Sale has been secured by a personal Property Security Agreement and that in the event of notice of default by the Class B Member under the agreement, the Class B Member shall be deemed to be in default of this Lease pursuant to clause 5.1(b)(ii) until the Agreement for Sale is no longer in default;
- 11.3 If by reason of default by the Class B Member this Lease shall be terminated before it's stated expiration date, the Campground Company shall enter into a new lease of the premises with the first security interest holder for the period that but for such termination would have been the remainder of the term. Such new lease to become effective immediately upon such termination, on all of the same terms, provisions, covenants and agreements contained in this Lease and subject, however, to any rights of parties then in possession of any part of the Leased Site, so long as:
- (a) the first leasehold security interest holder shall make written request to the Campground Company for such new lease within 30 days next after the date of such termination, and such request is accomplished by payment to the Campground Company of all sums then due to the Campground Company under this Lease together with the reasonable expenses of the Campground Company including reasonable legal fees and expenses in connection with any of the foregoing and in connection with the proposed new lease herein referred to; and
  - (b) the first leasehold security interest holder shall pay the Campground Company at the time of the execution and delivery of the new Lease all sums which would at the time of the execution and delivery of the new lease be due under this Lease but for such termination or if this Lease shall have been terminated by reason of any default, the curing of which requires that the first security interest holder be in possession, so long as the first security interest holder shall, immediately upon taking possession of the Leased Site, commence and diligently prosecute the curing of such default and pay to the Campground Company all expenses incurred by the Campground Company by reason of such default, the Lease shall then continue.
- 11.4 Under any such new Lease delivered to the first security interest holder, the Campground Company shall not warrant possession, but shall let such estate as the Campground Company shall then have, subject only to those matters which to which the original Lease was subject and to those matters suffered, created or permitted to be suffered or created by the Class B Member under the terminated lease.
- 11.5 The failure of such first security interest holder to execute and deliver to the Campground Company such new lease within 30 days after it is tendered by the Campground Company or to comply with any of the other provisions and conditions herein specified

shall conclusively be deemed an abandonment and waiver on the part of such first security interest holder of all rights to obtain such new lease and of any and all rights against the Campground Company.

- 11.6 The Campground Company hereby represents that such first security interest holder shall be entitled to rely upon the provisions of this Article XI and to enforce such provisions against the Campground Company subject to the provisions of this Lease.
- 11.7 The making of a security interest shall not be deemed to constitute an assignment, sublease or transfer of this Lease, under the provisions of Article X hereof nor shall any such security interest holder be deemed an assignee or transferee or subClass B Member of or under this Lease so as to require the security interest holder to assume the performance of any of the provisions, covenants or conditions on the part of the Class B Member to be performed hereunder unless the security interest holder gives the Campground Company notice of it's intention to take possession of the site. The purchaser of this Lease at any sale in any proceedings or transactions for the foreclosure or realization of the security of any such security interest, or the assignee or transferee or subtenant of this Lease under any instrument or transfer in lieu of the foreclosure of any such security interest, shall be deemed to be an assignee or transferee or subtenant within the meaning of Article X hereof.

## ARTICLE XII RENEWAL

- 12.1 Any right to renew a lease is provided in the Articles and the bylaws governing the Campground Company. Subject to the foregoing the Campground Company has the right to renew this Lease provided the member is in good standing.
- 12.2 A new lease granted by the Board will have a term of nine (9) years, with the same to commence on the expiration of the term hereby granted, unless the Bylaws of the Campground Company provide for a different term. Subject to Article IX, the Campground Company must treat all members equally as concerns any renewals and all other provisions of this Lease.
- 12.3 Notwithstanding the foregoing, the Campground Company agrees that upon confirmation that the Class B Member has paid the Class B Membership Agreement for Sale in full, the Campground Company shall enter into a new Class A Member Lease of the Lease Site, in the standard form adopted by Campground Company from time to time, with the Class B Member to replace this lease;
- 12.4 In the event the Campground Company determines pursuant to Article IX that a new lease will not be granted to the Class B Member the Class B Member shall have the right to sell the Lease, their membership and the site improvements, as provided in clause 5.2.
- 12.5 In the event that at the end of the term of this Lease the Class B Member does not sell the Lease, their membership and their site improvements, the Campground Company may

sell the same and the Class B Member shall be entitled to the proceeds of sale of the Leased Site, membership, site improvements and any property of the Class B Member thereon (less all expenses of taking and keeping possession and selling the remainder of the term of this Lease and such property, including all solicitors' fees and disbursements, as between solicitor and client, and agents' charges in connection therewith) after payment of all monies, including interest, owed by the Class B Member to the Campground Company pursuant to clauses 5.2 and 9.4 of this Lease.

### ARTICLE XIII NOTICE

- 13.1 Any notice to be given to the Campground Company shall be in writing and may be given by emailing the Campground Company at the following address:

**reginabeachcampground@sasktel.net**

or such other address as the Campground Company may specify by notice in writing to the Class B Member in accordance with this clause (which address is herein called the "Campground Company's Office")

- 13.2 Any other notices to be given to the Class B Member shall be in writing and may be given by email from the Campground Company at the following address:

**Email:** \_\_\_\_\_

Or such other address as the Class B Member may specify by notice in writing to the Campground Company in accordance with this clause.

### ARTICLE XIV MISCELLANEOUS

- 14.1 Upon the execution of this Lease the Class B Member shall become a Class B Member in the Campground Company Corporation. The said membership shall be appurtenant to the within Lease and this Lease shall be subject to disposition only in conjunction with the said membership as provided in the Articles and Bylaws of the Campground Company.
- 14.2 This Lease shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and permitted assignees of the respective parties hereto, except as hereinbefore specifically provided.
- 14.3 The Class B Member agrees not to file an interest based on the Lease in the Land Titles Office and will not register an interest or caveat to give notice of this Lease.
- 14.4 This Lease may not be modified or amended except in writing by the parties or their heirs, executors, administrators, successors, or assigns. Notwithstanding the foregoing, this Lease shall always be subject to and subordinate to the Articles and Bylaws of the Campground Company.

- 14.5 This Lease contains the entire agreement between the parties, and it is admitted so that they are forever stopped from asserting to the contrary, that there is no condition, precedent, or warranty, in existence as it relates to the taking of the Site referred to in this Lease other than those terms and conditions that are contained within this Lease.
- 14.6 Time shall be of the essence in this Lease, particularly in the areas relating to the payment of the Annual Fees by the Class B Member and save as otherwise herein specified.
- 14.7 Wherever the singular or masculine is used throughout this indenture the same shall be construed as meaning the plural or feminine or body corporate or politic, and the heirs, executors, administrators, successors, assignees, and sub-lessees of the respective parties hereto, where the context or the parties so require, and all covenants in the event that there shall be more than one Class B Member, assignee or subtenant, shall be deemed to be joint and several.

IN WITNESS WHEREOF the parties duly executed this Lease as the day and year first above written.

**RBCG K1 Campground Inc.**

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

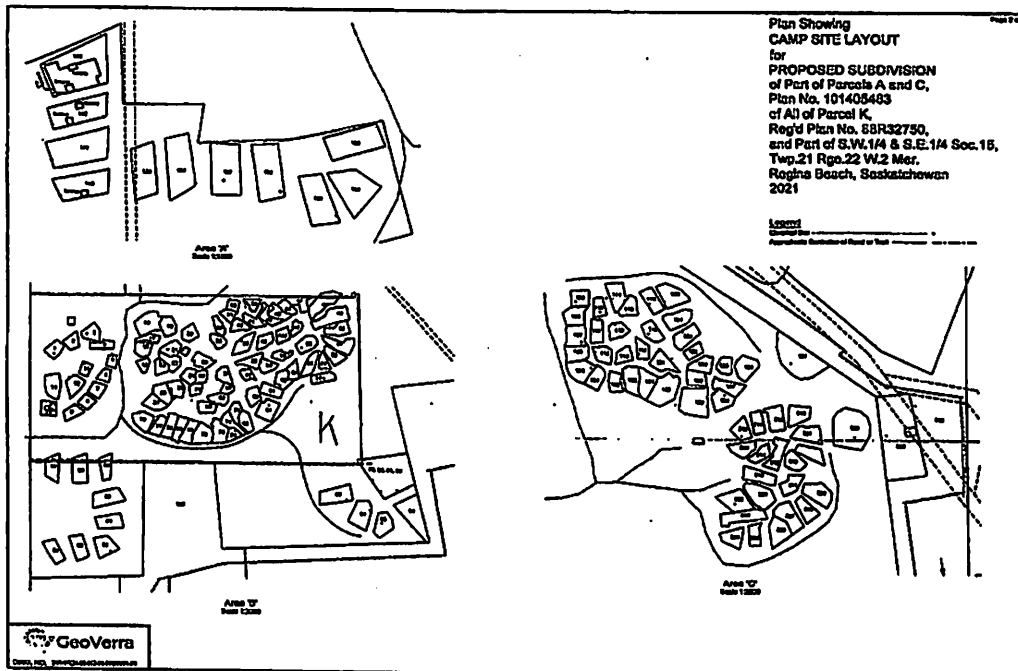
**Class B Member:** (Print Name)

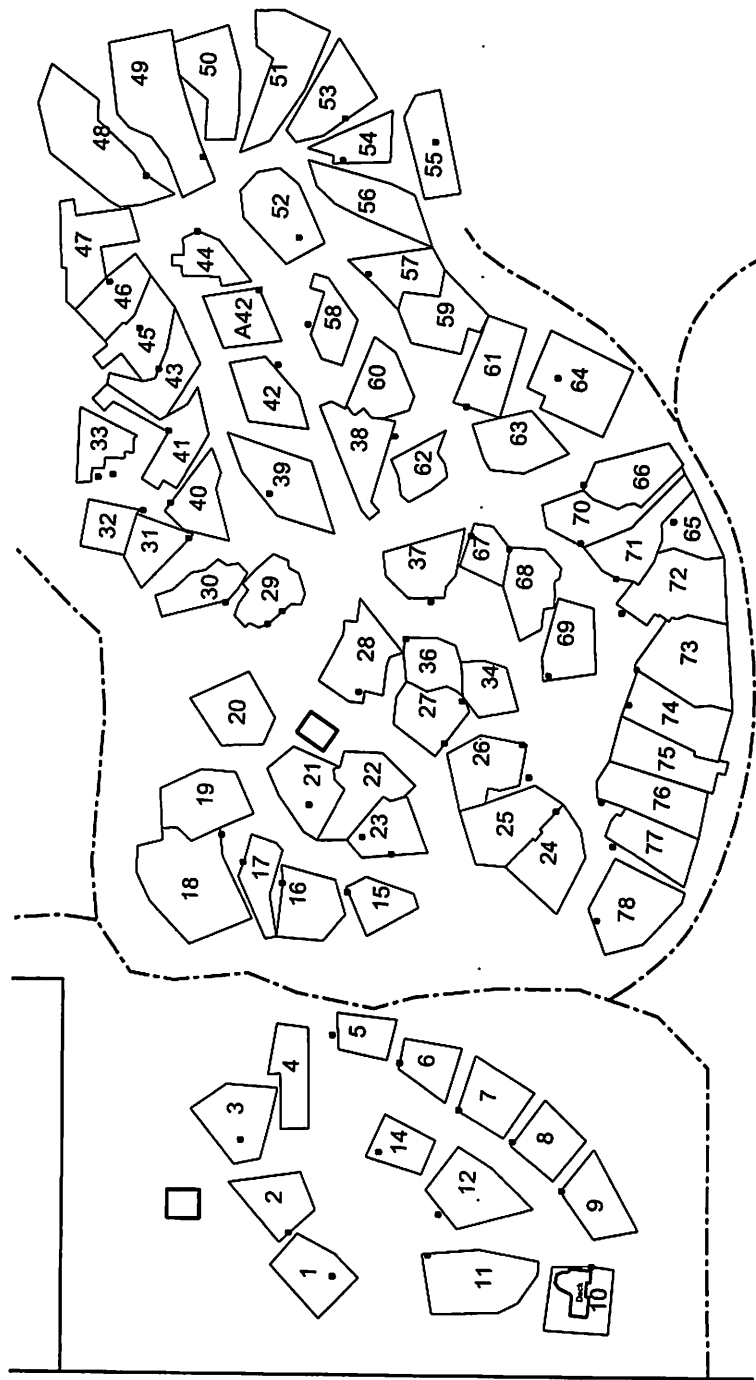
\_\_\_\_\_

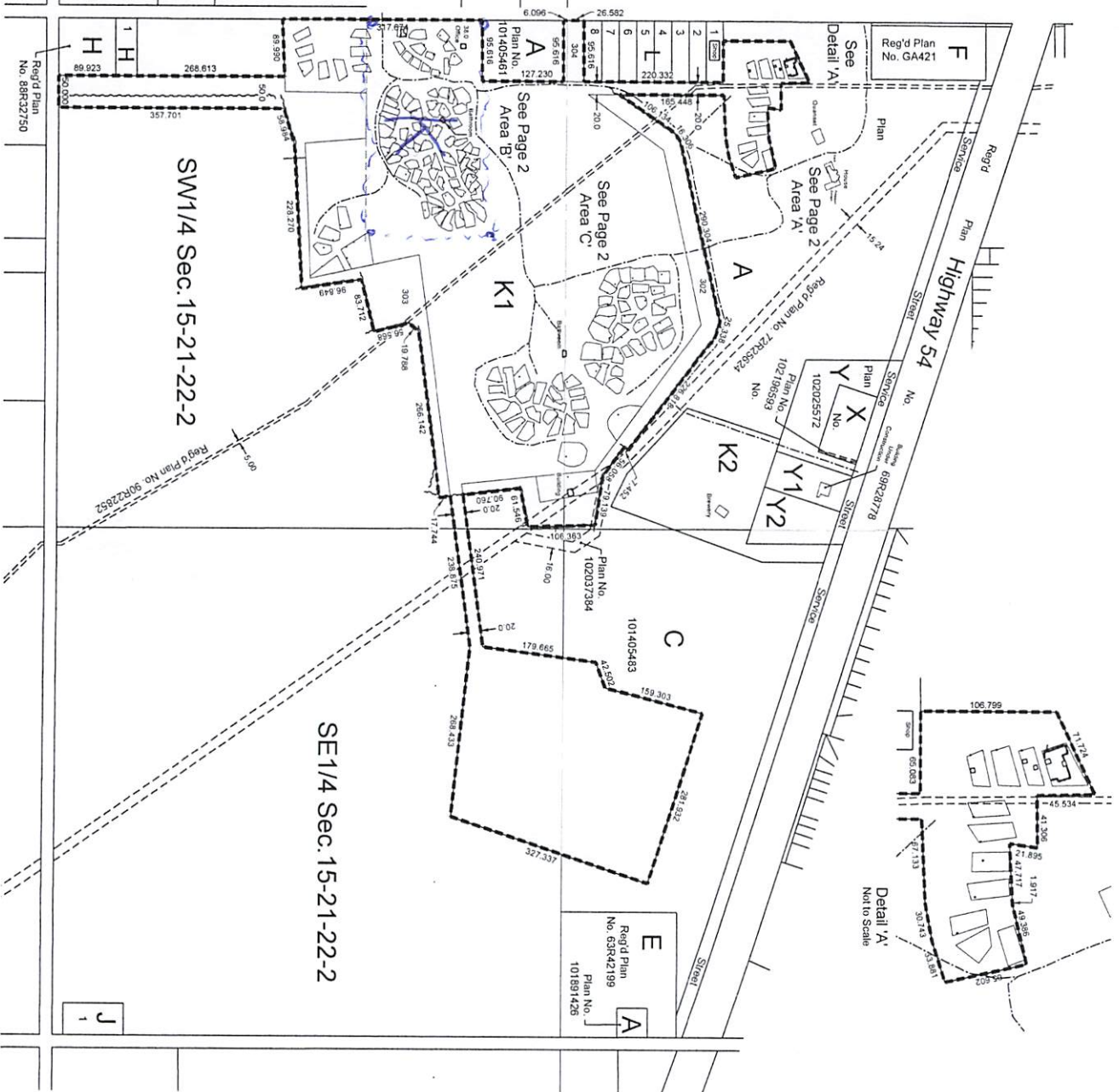
**Per:** \_\_\_\_\_



SCHEDULE "B" - page 1 of 2



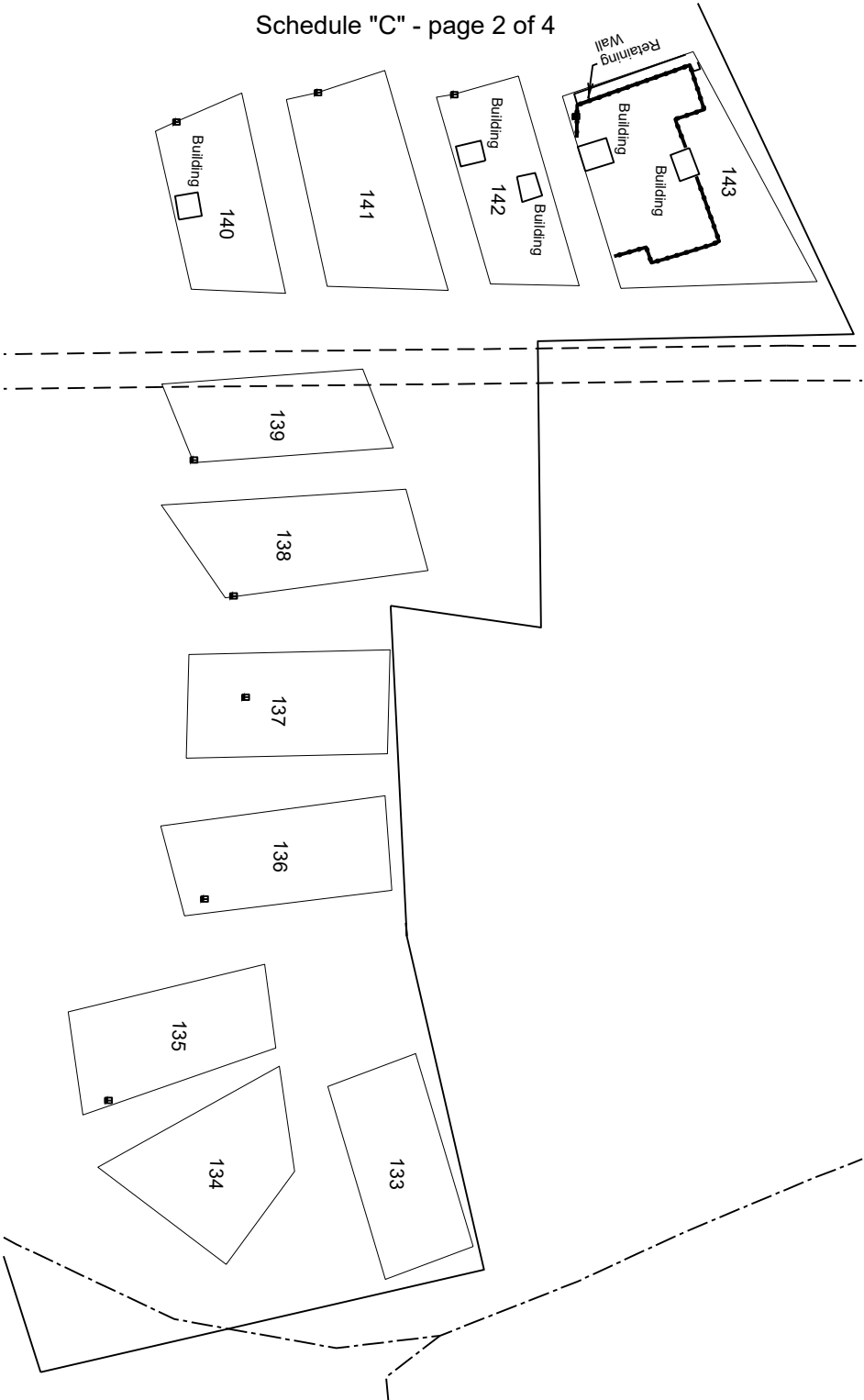




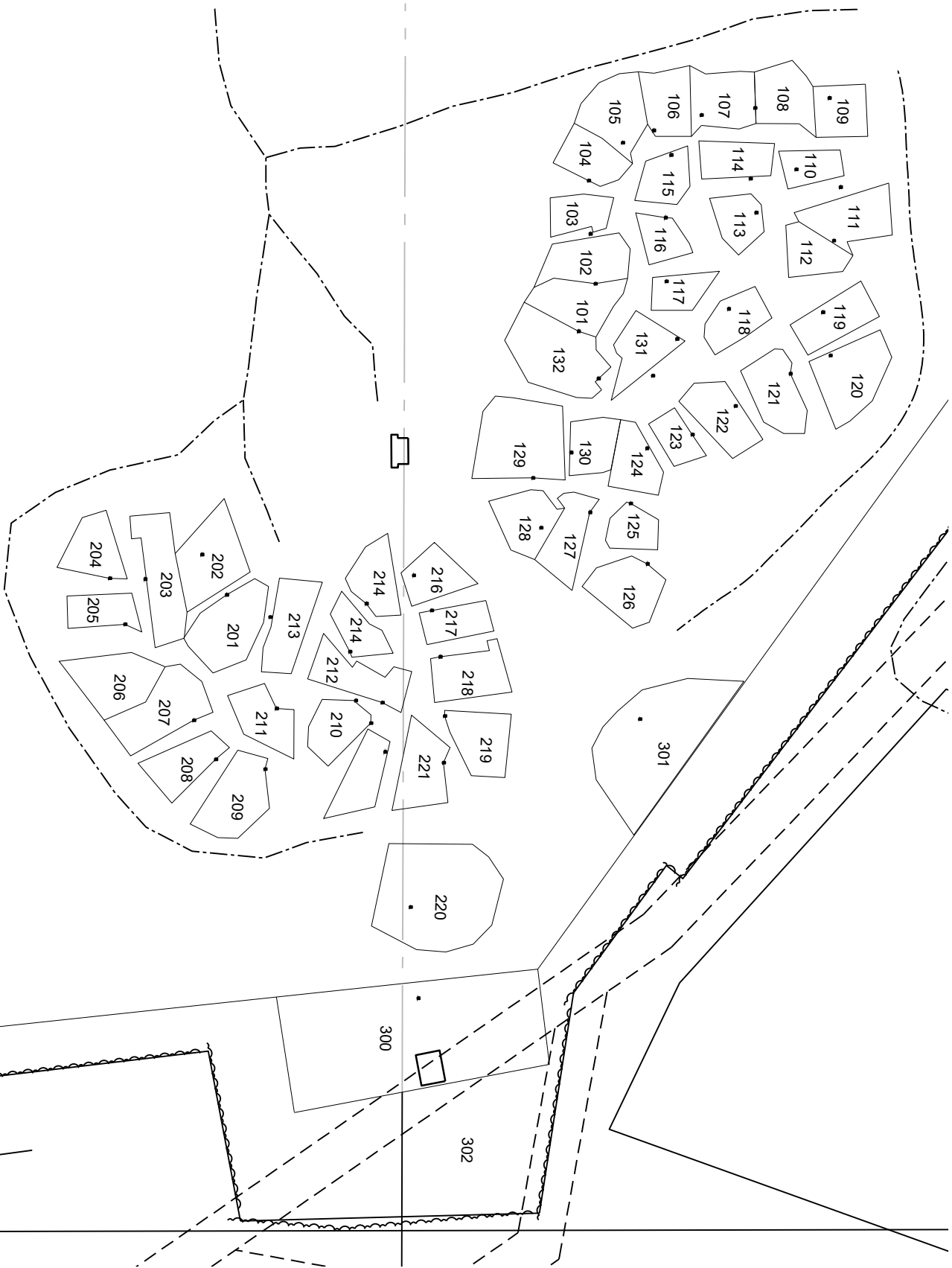
**CAMPGROUND SITE PLAN**  
 In Part of Parcels A and C,  
 Plan No. 101405483  
 of All of Parcel K,  
 Reg'd Plan No. 88R32750,  
 and Part of S.W. 1/4 & S.E. 1/4 Sec. 15,  
 Twp. 21 Rge. 22 W.2 Mer.  
 Regina Beach, Saskatchewan  
 2021  
 Scale 1:5000

**Notes**  
 Measurements are in metres and decimals thereof.

**Legend**  
 Approximate Centreline of Road or Trail .....







Area 'C'  
Scale 1:2000