

SCHEDULE D

WAIVER OF EXEMPTION

WAIVER OF EXEMPTION
(RE: RIGHT OF SUPERFICIE)

TO: [insert name of the bank]

RE: Loan and Hypothec Agreement (“**Loan and Hypothec Agreement**”) to be entered into between the undersigned and [insert name of the bank] for the purposes of financing the [insert construction or purchase] of the residential housing unit (“**Residential Housing Unit**”) situated in [insert name of the community], Province of Quebec (on the [insert name of Cree First Nation] Category 1A lands) and granting a hypothec over the Residential Housing Unit, as well as over right of superficie (“**Right of Superficie**”) granted to the undersigned by the Council of [insert name of Cree First Nation] on or about the [insert date of Grant and Agreement of Right of Superficie], with respect to the Parcel of Land described as:

All and singular that certain parcel or tract of land comprising an area of [complete] square meters (approximately [complete] square feet) more or less, being of [complete] shape, having a street frontage of [complete] meters (approximately [complete] square feet) more or less, the whole described more particularly as part of Block [complete] of Lot [complete] of Plan [complete] of the Cree Nation of [insert name], situated at [complete number and street].

In accordance with Chapter 20 of the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada*, the undersigned hereby waives, in favour of [insert name of bank], the exemption from seizure conferred by subsection 20(1) of the *Cree Nation of Eeyou Istchee Governance Agreement Act* (S.C. 2018, c 4, s.1) with respect to the Right of Superficie.

This Waiver shall be accessory to the Loan and Hypothec Agreement and shall be limited in value to the amount outstanding from time to time under the Loan and Hypothec Agreement. Upon the repayment of all amounts due under the Loan and Hypothec Agreement, this Waiver shall be automatically terminated, without the requirement of any further notice nor delay.

IN NO CIRCUMSTANCES shall this Waiver or the Loan and Hypothec Agreement be construed as a consent by the undersigned to [insert name of the bank], exercising its

hypothecary recourses with respect to the Rights of Superficie, in a manner such that the ownership or the control of the **Right** of Superficie is transferred to any person or entity other than a Cree beneficiary, as such term is defined in the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada*.

Signed at **[insert name of the community]**, Province of Quebec, this _____ day of _____, 202_.

Name:

Name:

CERTIFICATE

I, _____, member in good standing of the Barreau du Quebec, domiciled at _____, in the City of _____, in the Province of Quebec, hereby certify that:

1. I have verified the identity, quality and capacity of the representative of [*insert name of Cree First Nation*] and of _____ and _____ in the foregoing Waiver of Exemption (re: Rights of Superficie);
2. the document represents the will expressed by the signatories.

CERTIFIED at _____, Province of Quebec this ____th day of _____ 202__.

_____, Attorney