

NStQ AGREEMENT IN PRINCIPLE

APPENDICES

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APPENDIX A: MAP OF NStQ TERRITORY

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Northern Secwepemc to Qelmuw Agreement-in-Principle

NSIQ Territory

Legend

-  Northern Secwepemc to Qelmuw Territory
-  Municipality
-  Highway

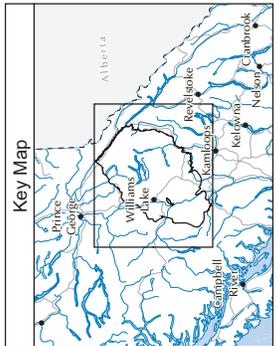
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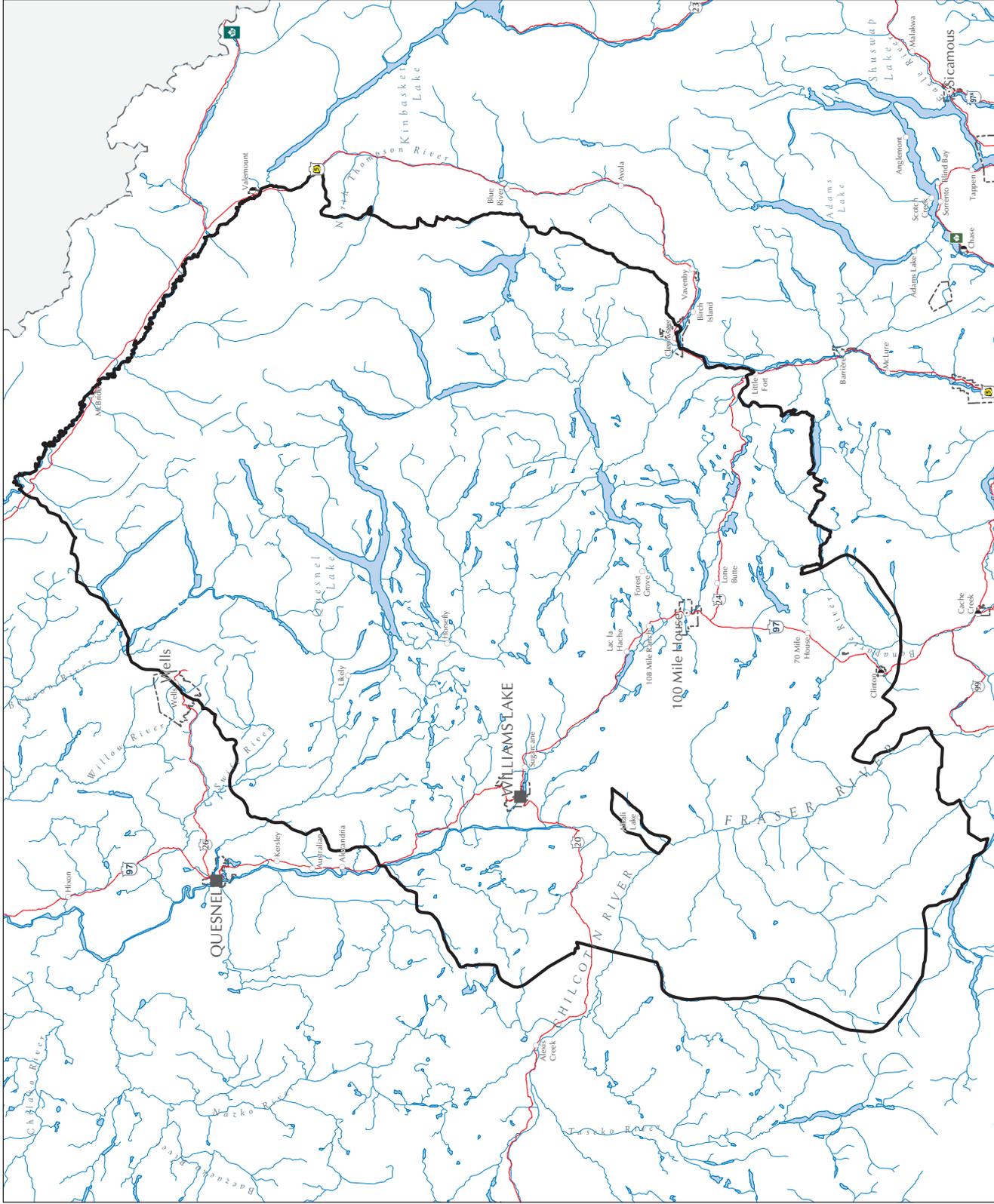
1:900,000

0 10 20 Kilometers



Base map derived from 1:1,000,000 NTS data
 Land District: Cariboo, Lillooet and Kamloops
 Division Yale District
 UTM Zone 10

Appendix A



APPENDIX B: NStQ TREATY SETTLEMENT LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix B-1: Part 1—Overview Maps of Former Indian Reserves

Appendix B-1: Part 2—Legal Descriptions of Former Indian Reserves

Appendix B-2: Maps of Former Provincial Crown Land

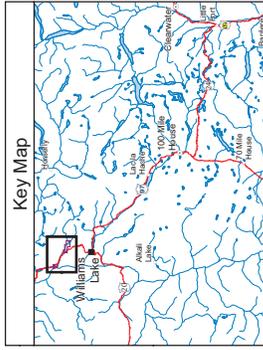
Appendix B-3: Maps of Former Private Fee Simple Lands

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Indian Reserves

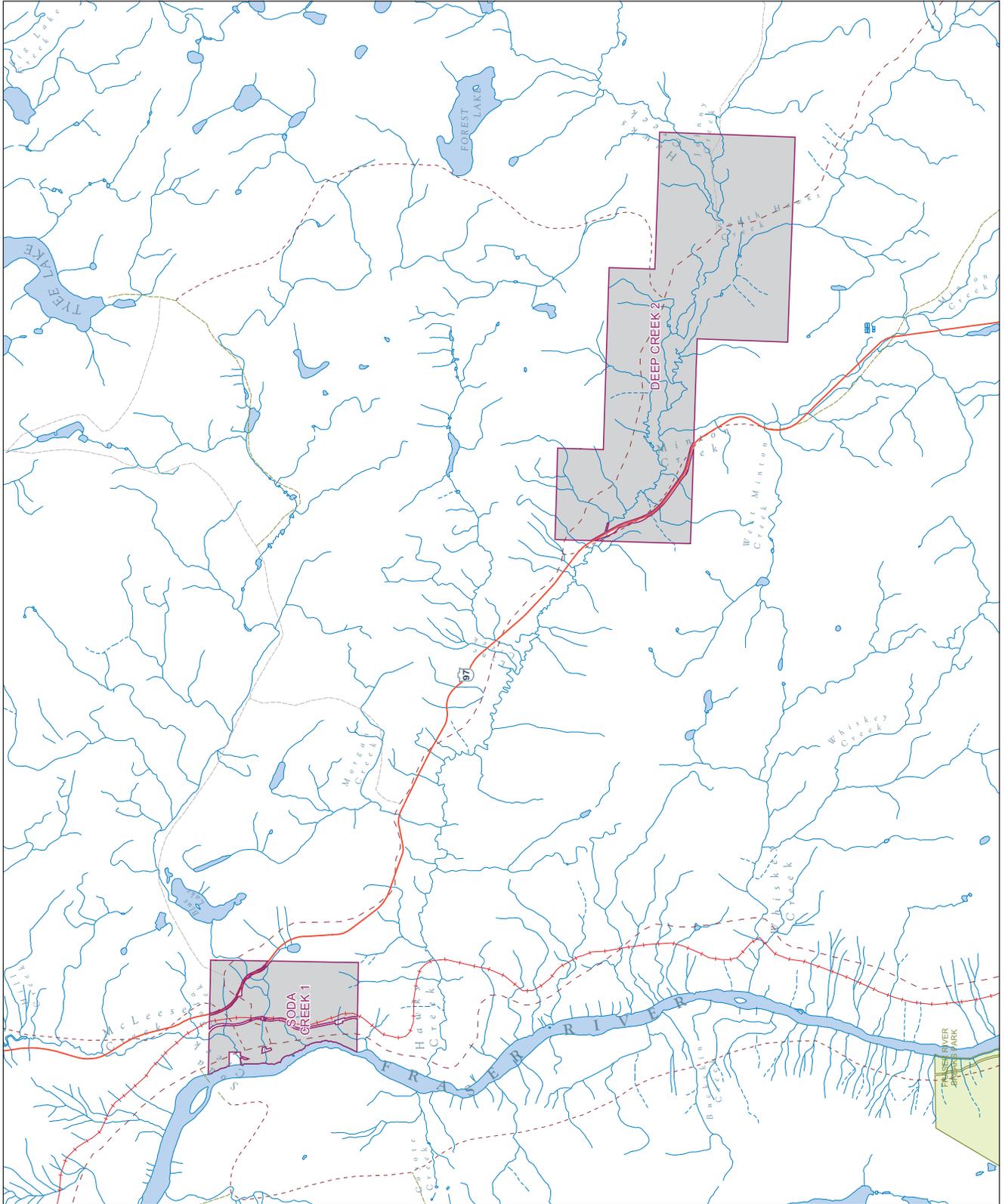
- Legend**
- Former Indian Reserve of Soda Creek Band
 - Provincial Protected Area
 - Municipality
 - Highway

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE BOUNDARIES OR FOR INDIAN RESERVE LAND DESCRIPTION PURPOSES. BOUNDARIES OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data and 1:250,000 NTS data
Land District: Cariboo
UTM Zone 10

Appendix B-1, Part 1
Plan 1



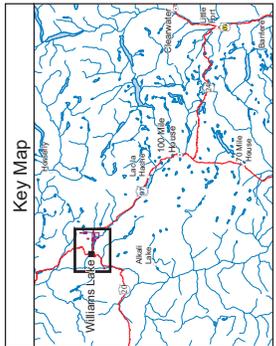
Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Indian Reserves

Legend

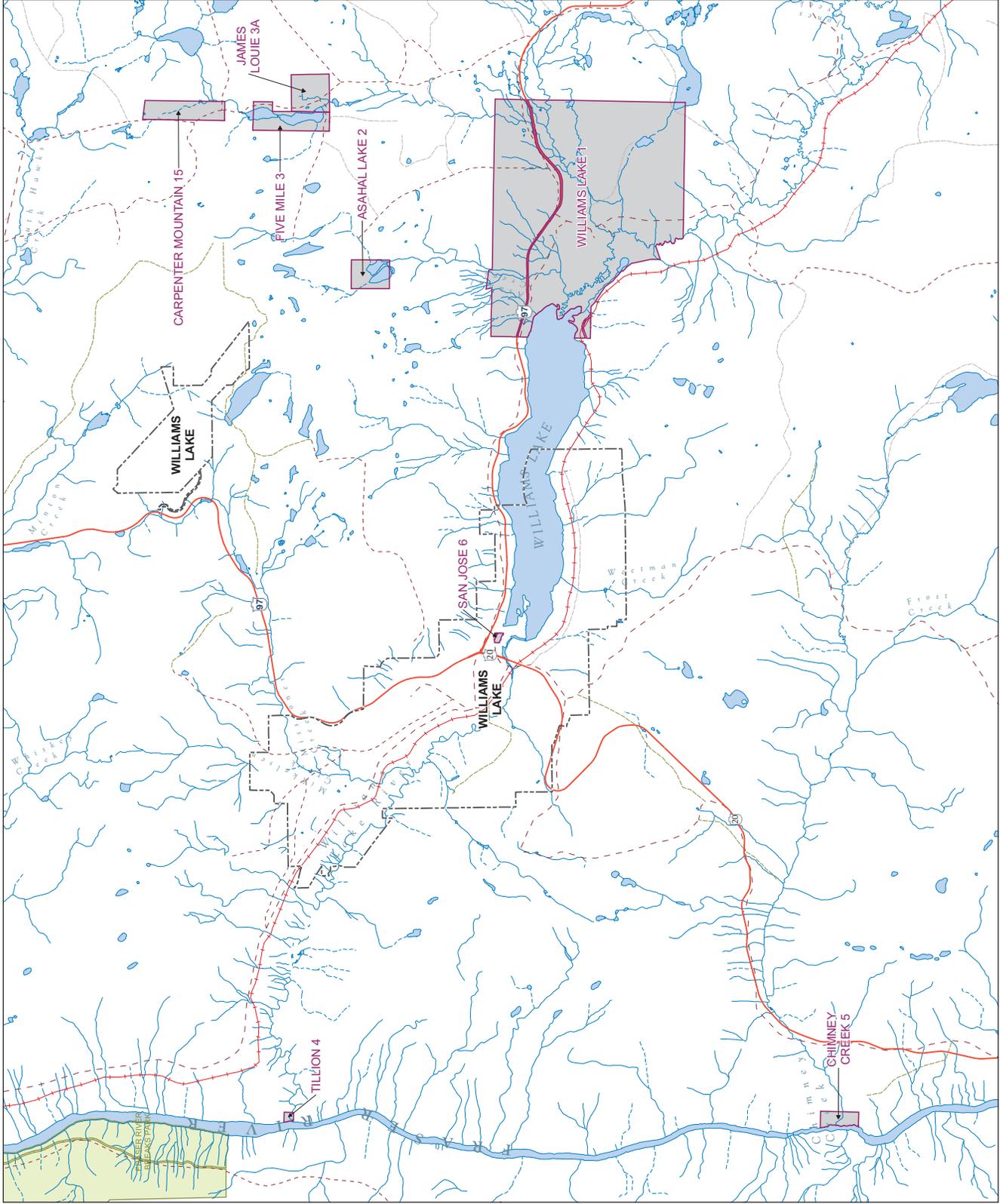
- Former Indian Reserve of Williams Lake Indian Band
- Provincial Protected Area
- Municipality
- Highway

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE BOUNDARIES OR FOR INDIAN RESERVE LOCAL DESCRIPTION PURPOSES. INDICATIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data and 1:250,000 NTS data
 Land District: Cariboo
 UTM Zone 10

Appendix B-1, Part 1
 Plan 2



Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Indian Reserves

Legend

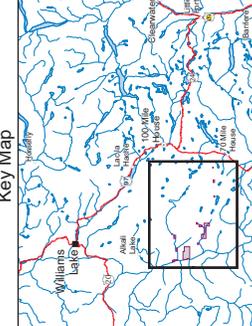
- Former Indian Reserve of Stsweemc Xgat'tem First Nation
- Provincial Protected Area
- Municipality
- Highway

THIS MAP WAS CREATED USING DATA FROM THE CANADIAN RESERVE INFORMATION SYSTEM (CRIS) AND THE CANADIAN LAND INFORMATION SYSTEM (CLIS). THE DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DATA IS NOT GUARANTEED TO BE ACCURATE. THE DATA IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

1:150,000
0 2.5 Kilometers

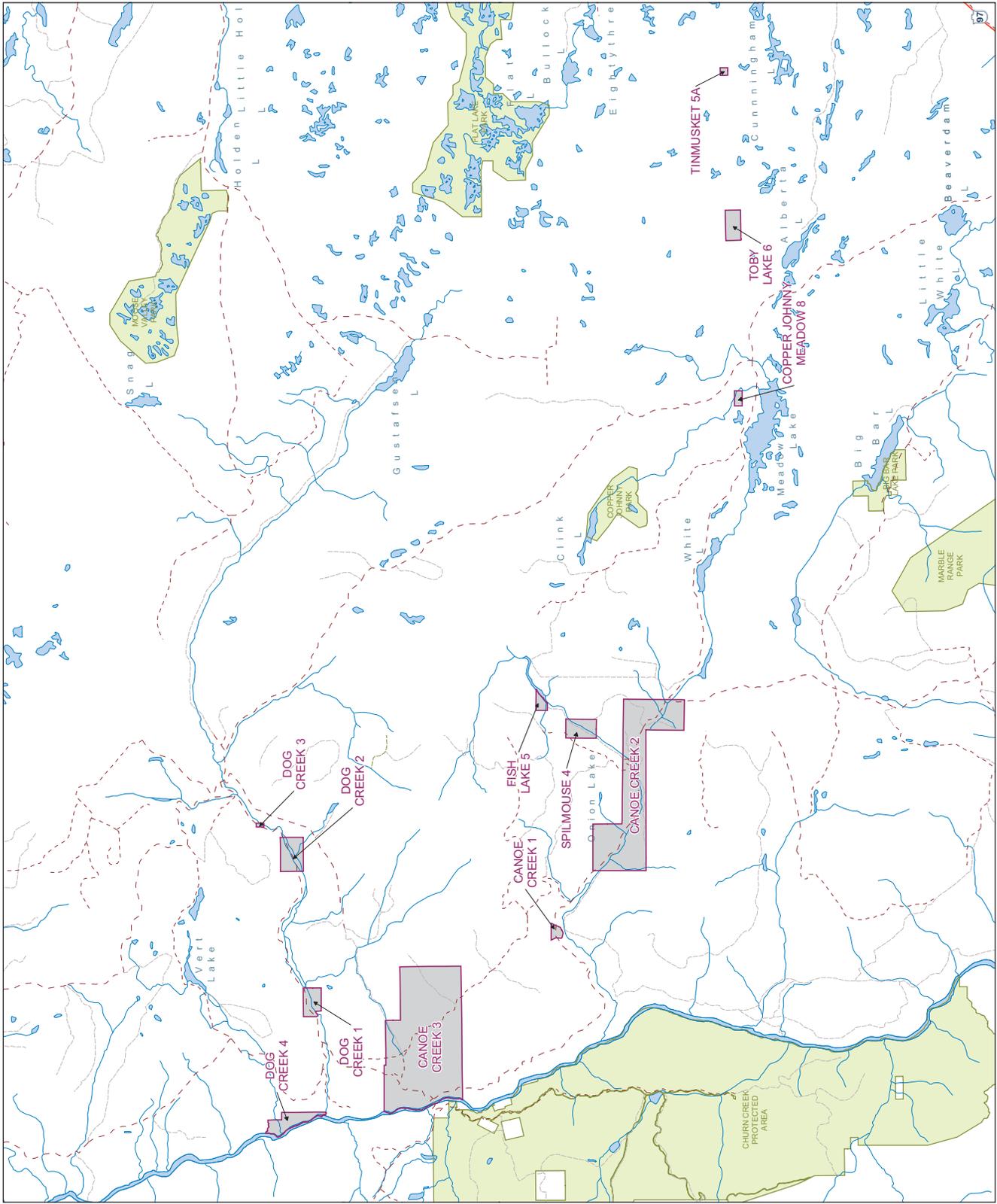


Key Map



Base map derived from 1:20,000 TRIM data and 1:250,000 NTS data
Land District: Lillooet
UTM Zone 10

Appendix B-1, Part 1
Plan 3

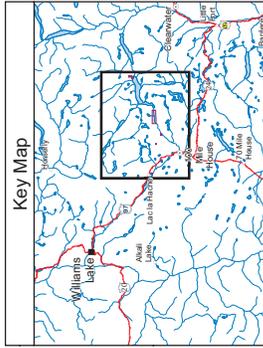


Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Indian Reserves

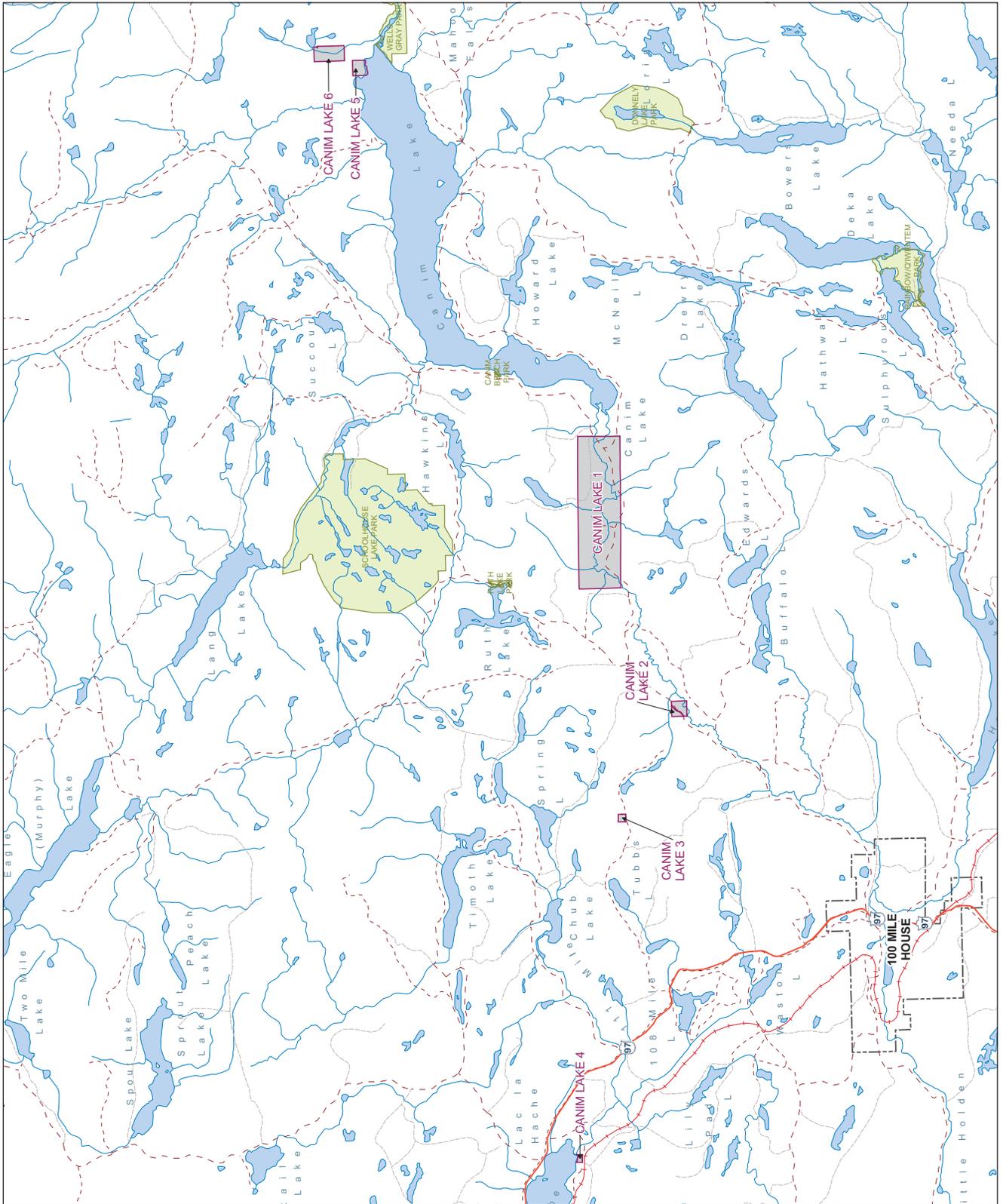
- Legend**
- Former Indian Reserve of Canim Lake Band
 - Provincial Protected Area
 - Municipality
 - Highway

THIS MAP WAS CREATED USING DATA FROM THE CANIM LAKE BAND AND THE PROVINCE OF BRITISH COLUMBIA. THE DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CANIM LAKE BAND AND THE PROVINCE OF BRITISH COLUMBIA ACCEPT NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DATA IS PROVIDED AS-IS AND WITHOUT WARRANTY. THE DATA IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data and 1:250,000 NTS data
 Land District: Lillooet
 UTM Zone 10

Appendix B-1, Part 1
 Plan 4



Appendix B-1: Part 2—Legal Descriptions of Former Indian Reserves

Indian Reserve Name	Land Description
Soda Creek 1	IR No. 1 as shown on Plan BC64 CLSR, <ul style="list-style-type: none"> • except the Railway Right of Way shown on Plan 1441A CLSR; • except the Right of Way shown on Plan 4580 CLSR; • except the Right of Way shown on Plan 52747 CLSR, and; • except the Right of Way shown on Plan 55175 CLSR.
Deep Creek 2	IR No. 2 as shown on Plan BC64 CLSR, <ul style="list-style-type: none"> • except the Cariboo Highway shown on Plan Rd3500 CLSR, and; • except the widening of Right of Way of the Cariboo Highway, shown on Plan 57127 CLSR.
Williams Lake 1	IR No. 1 as shown on Plan BC77 CLSR, <ul style="list-style-type: none"> • except the Right of Way shown on Plan 1448A; • except the Cariboo Highway shown on Plan Rd4413 CLSR; • except the Right of Way for Highway shown on Plan 67239 CLSR, and; • except the Cariboo Wagon Road shown as Lots 124 to 137 inclusive on Plan 102399 CLSR.
Asahal Lake 2	IR No. 2 as shown on Plan BC77 CLSR.
Five Mile 3	IR No. 3 as shown on Plan BC77 CLSR.
James Louie 3A	IR No. 3A, also known as Lot 9032 Cariboo District, as shown on Plan BC537 CLSR.
Tillion 4	IR No. 4 as shown on Plan 101782 CLSR.
Chimney Creek 5	IR No. 5 as shown on Plan 101168 CLSR.
San Jose 6	IR No. 6 as shown on Plan 68329 CLSR.
Carpenter Mountain 15	IR No. 15 as shown on Plan 74580 CLSR.
Canoe Creek 1	IR No. 1 as shown on Plan BC309 CLSR. ¹
Dog Creek 1	IR No. 1 as shown on Plan BC79 CLSR.
Canoe Creek 2	IR No. 2 as shown on Plan BC864 CLSR.

¹ Description does not include proposed ATR lands shown on Plan 101677 CLSR.

Indian Reserve Name	Land Description
Dog Creek 2	IR No. 2 as shown on Plan BC79 CLSR.
Canoe Creek 3	IR No. 3 as shown on Plan BC76 CLSR.
Dog Creek 3	IR No. 3 as shown on Plan BC79 CLSR.
Spilmouse 4	IR No. 4 as shown on Plan BC121 CLSR.
Dog Creek 4	IR No. 4 as shown on Plan BC79 CLSR.
Fish Lake 5	IR No. 5 as shown on Plan 71293 CLSR.
Tinmusket 5A	IR No. 5A, also known as Lot 5401 Lillooet District, as shown on Plan BC794 CLSR.
Toby Lake 6	IR No. 6 as shown on Plan BC121 CLSR.
Copper Johnny Meadow 8	IR No. 8, also known as Lot 683 Lillooet District, as shown on Plan 68641 CLSR.
Canim Lake 1	IR No.1 as shown on Plan BC62 CLSR
Canim Lake 2	IR No. 2 as shown on Plan BC62 CLSR, except the Highway Right of Way shown on Plan 55923 CLRS.
Canim Lake 3	IR No. 3 as shown on Plan BC796 CLSR.
Canim Lake 4	IR No. 4, also known as Lot 5399 Lillooet District, as shown on Plan BC808 CLSR.
Canim Lake 5	IR No. 5, also known as Lot 4995 Lillooet District, as shown on Plan BC1105 CLSR.
Canim Lake 6	IR No. 6, also known as Lot 7563 Lillooet District, as shown on Plan BC1106 CLSR.

Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

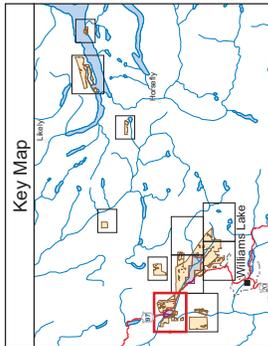
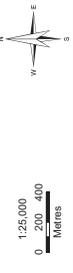
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality
- Lands subject to further negotiation

Transportation

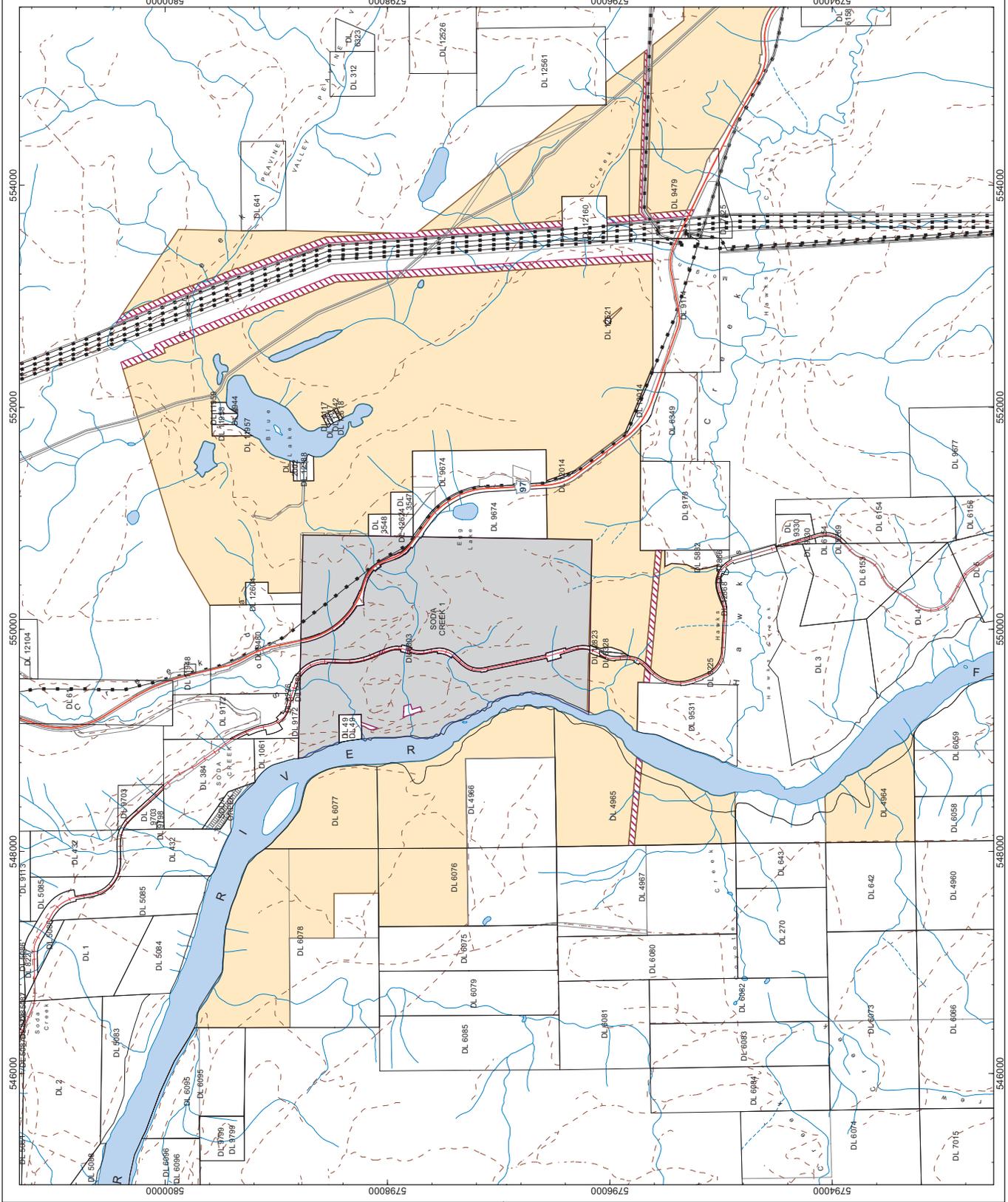
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF INDIAN LANDS FOR INDIAN RESERVE USE ARE NOT SHOWN. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Cariboo
 BCGS Mapsheet No.: 093B.029, 093B.030, 093B.039 and
 093B.040
 UTM Zone 10

Appendix B-2
 Plan 1-1



Northern Secwepemc te Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

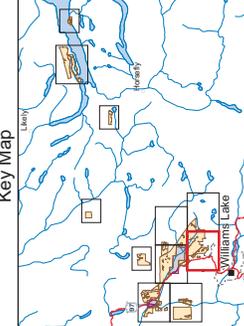
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

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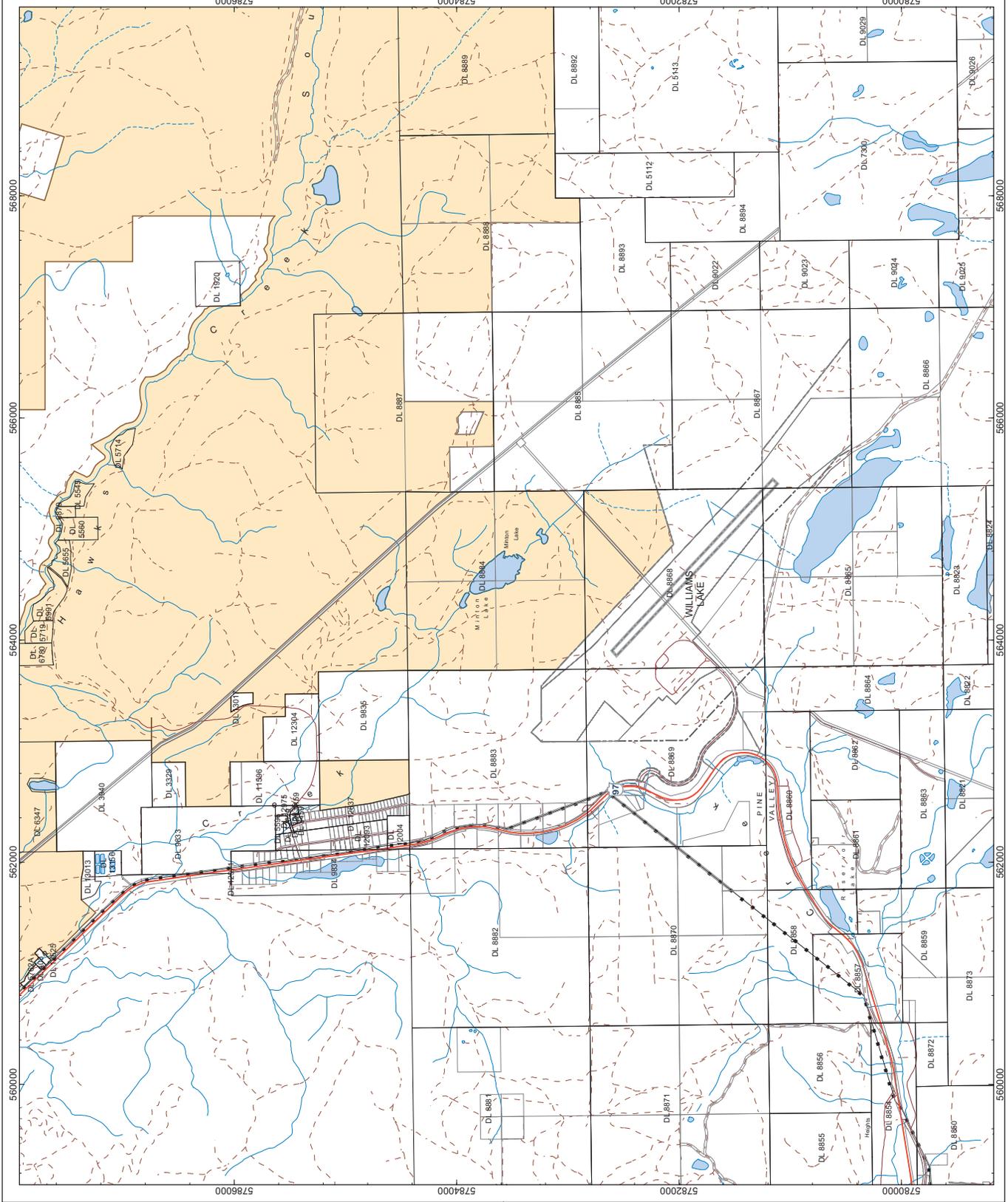


Key Map



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Land District: Cariboo
BCGSN Mapsheet No.: 093A 011, 093A 021, 093B 020 and
UTM Zone 10

Appendix B-2
Plan 1-4



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

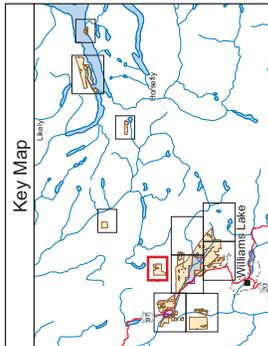
Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

Scale: 1:15,000
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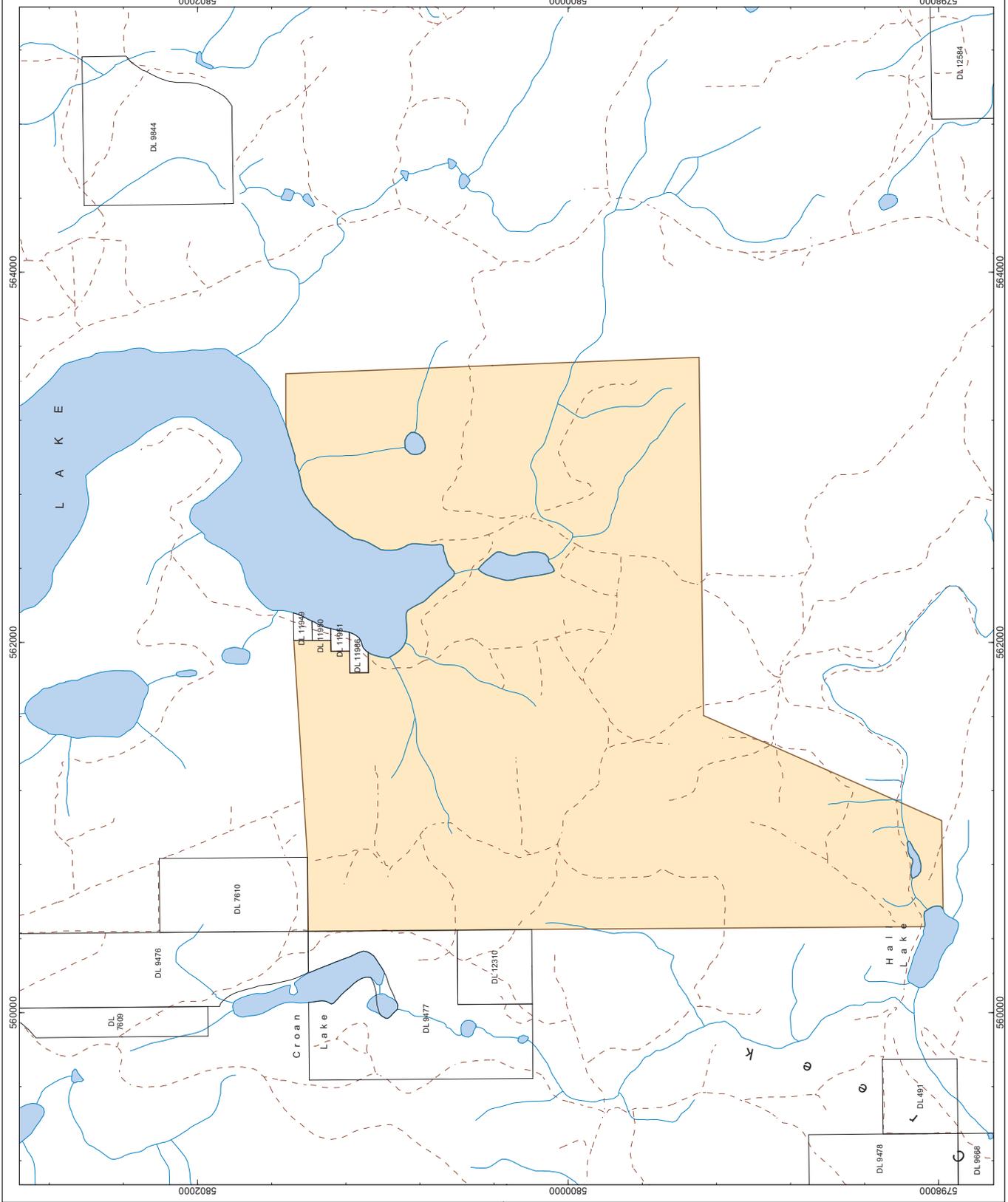
North Arrow

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE DATA DERIVED FROM TRIM DATA FOR MAIN RESERVE. LOCAL DESCRIPTION PURPOSES. ADDITIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093B.040
UTM Zone 10

Appendix B-2
Plan 1-7



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

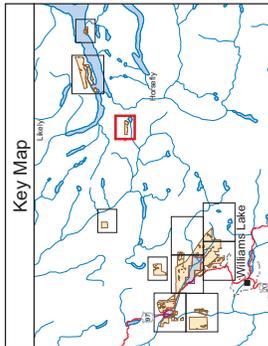
Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

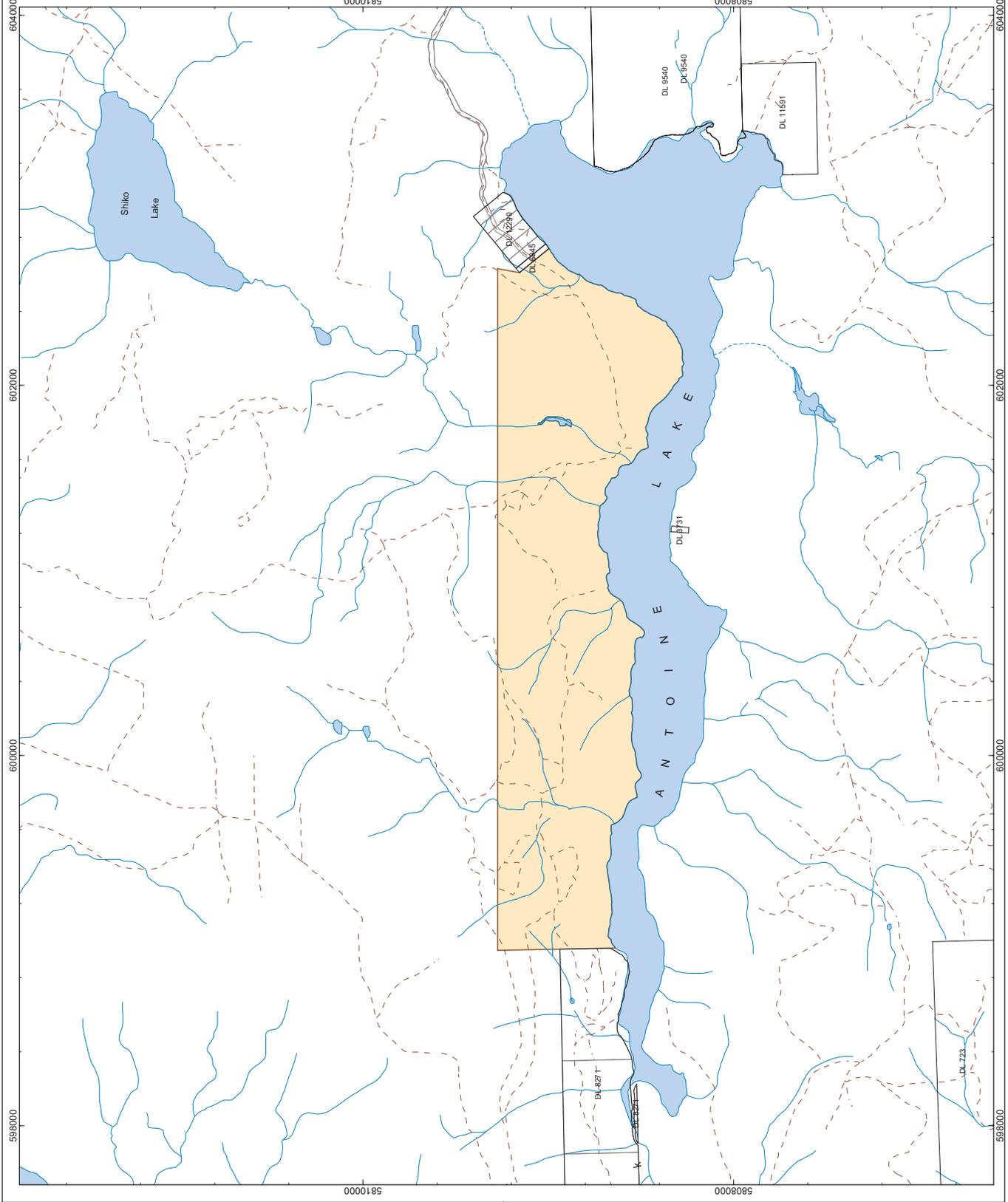
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North Arrow

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Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093A, 043
UTM Zone 10



DL 723

DL 9540
DL 9540
DL 11591

Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

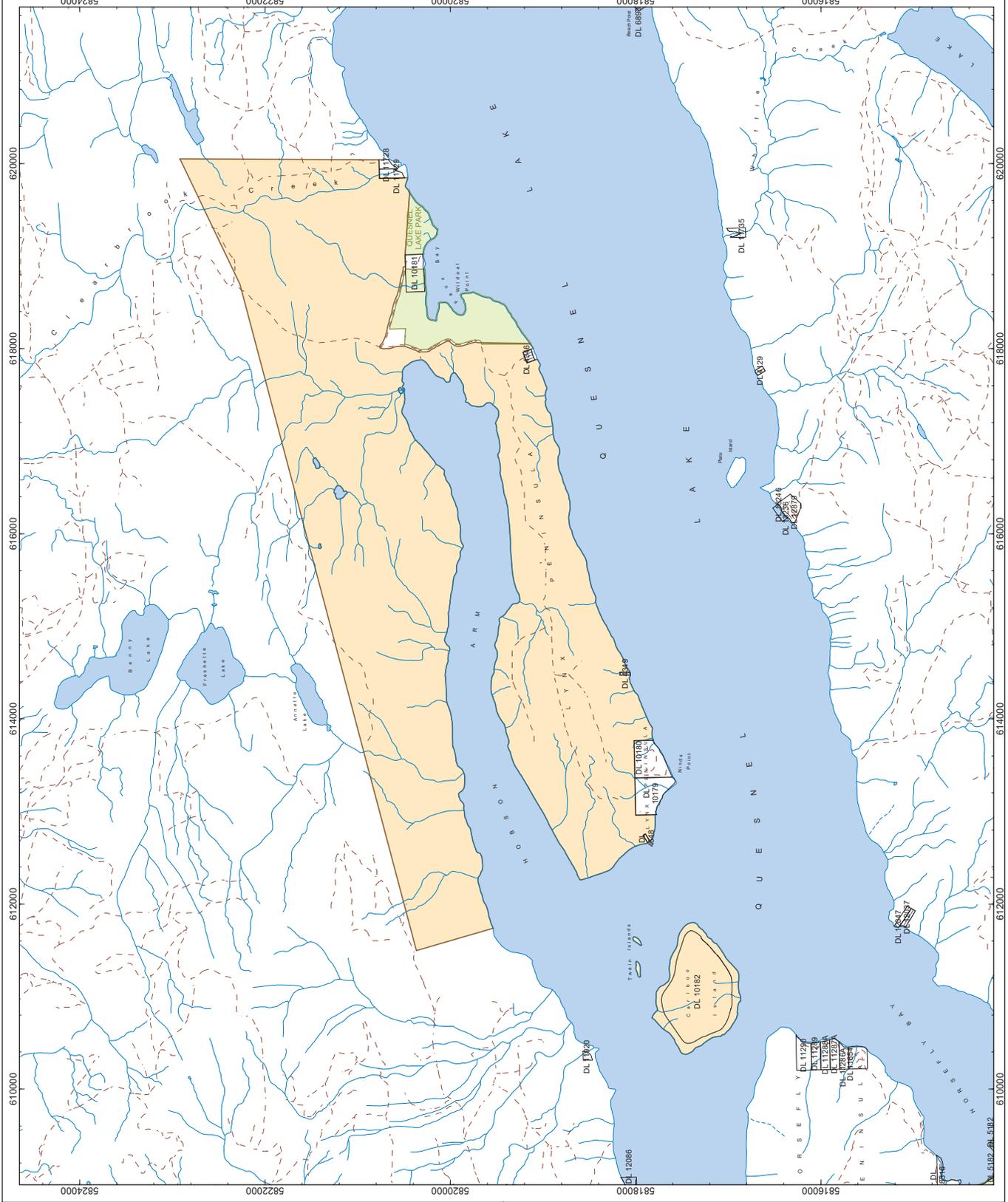
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR INTENTIONALLY INCLUDED. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

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0 200 400
Metres

Key Map

Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Land District: Cariboo
BCGS Mapsheet No.: 093A, 044 and 083A, 054
UTM Zone 10

Appendix B-2
Plan 1-10



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

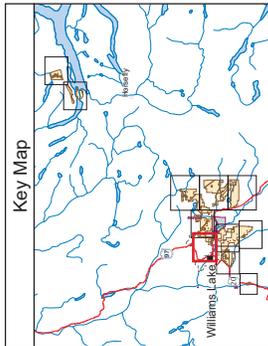
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

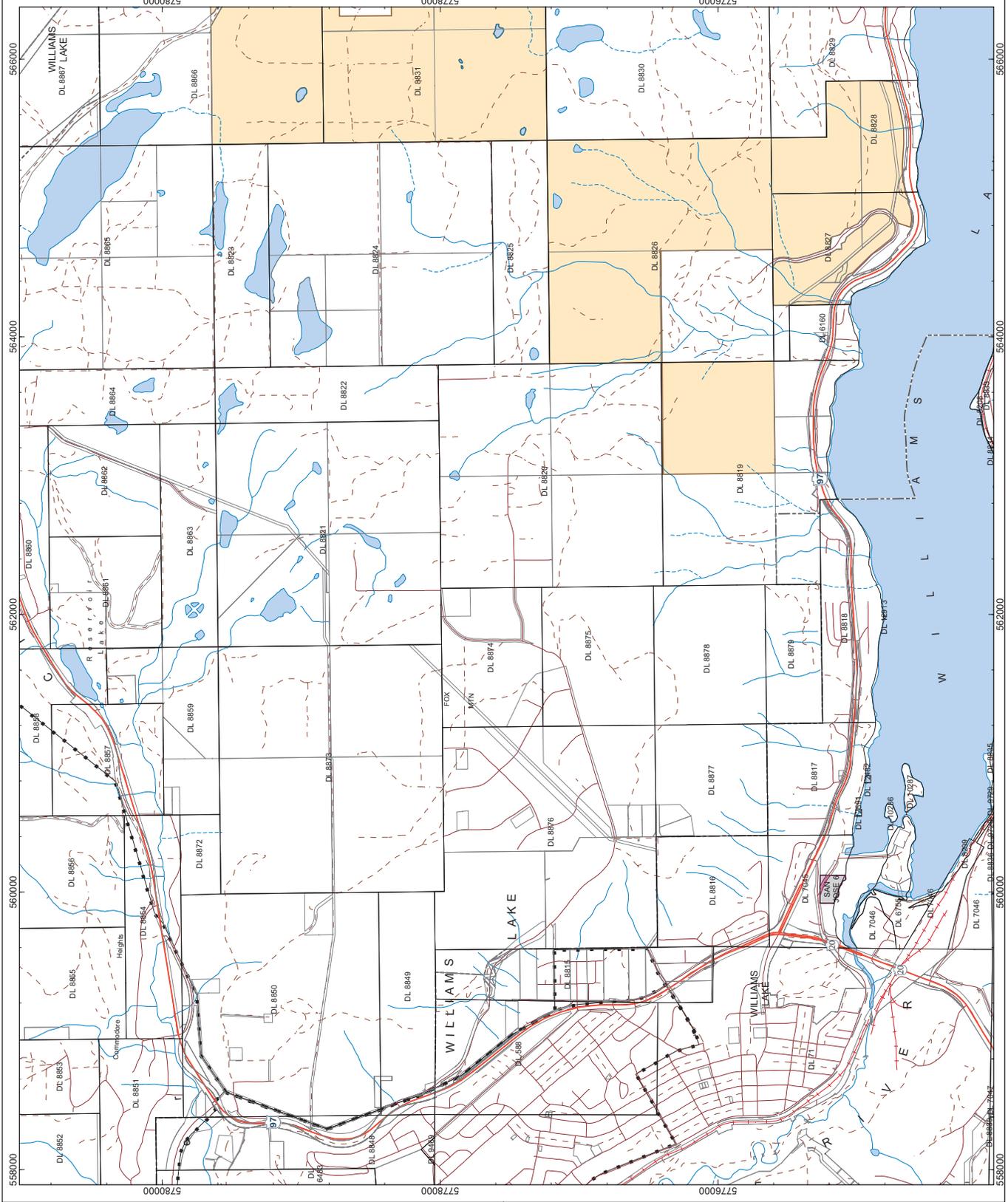
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS ARE RESERVED FOR INDIAN RESERVES. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Land Services and Land Title Office
 Land District: Cariboo
 BCGS Mapsheet No.: 093B.020
 UTM Zone 10

Appendix B-2
 Plan 2-1



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

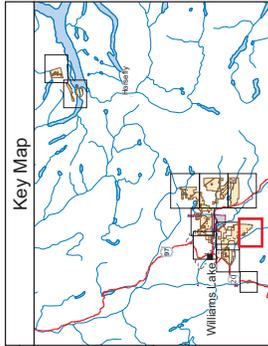
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

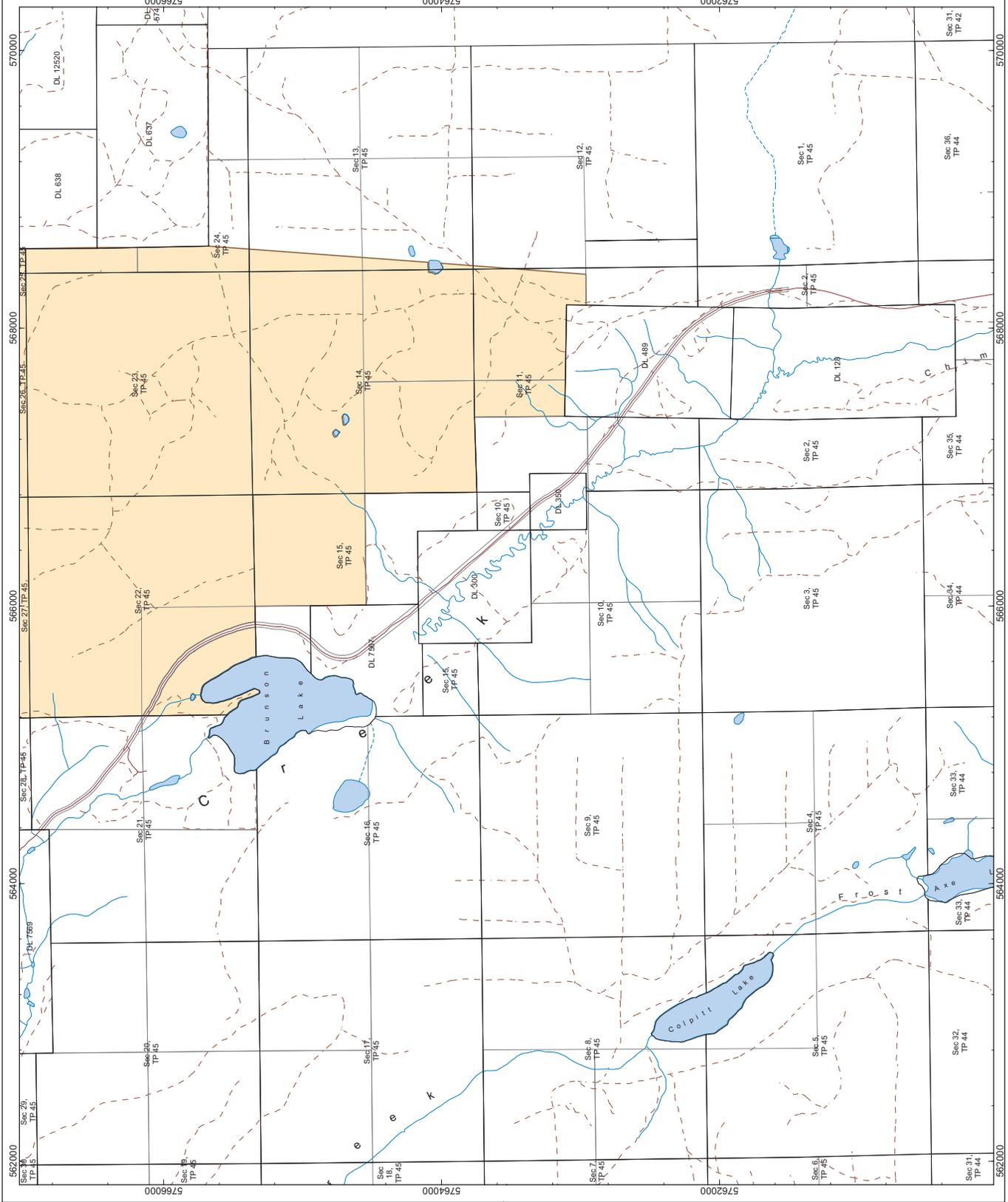
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE FOR THE PURPOSES OF LAND RESERVE LEGAL DESCRIPTION PURPOSES. ADDITIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCSOP Mapsheet No.: 092P-091, 092O-100, 093A-001 and
093B-001
UTM Zone 10

Appendix B-2
Plan 2-4



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

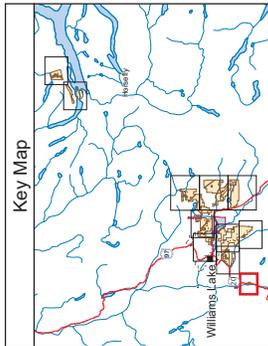
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

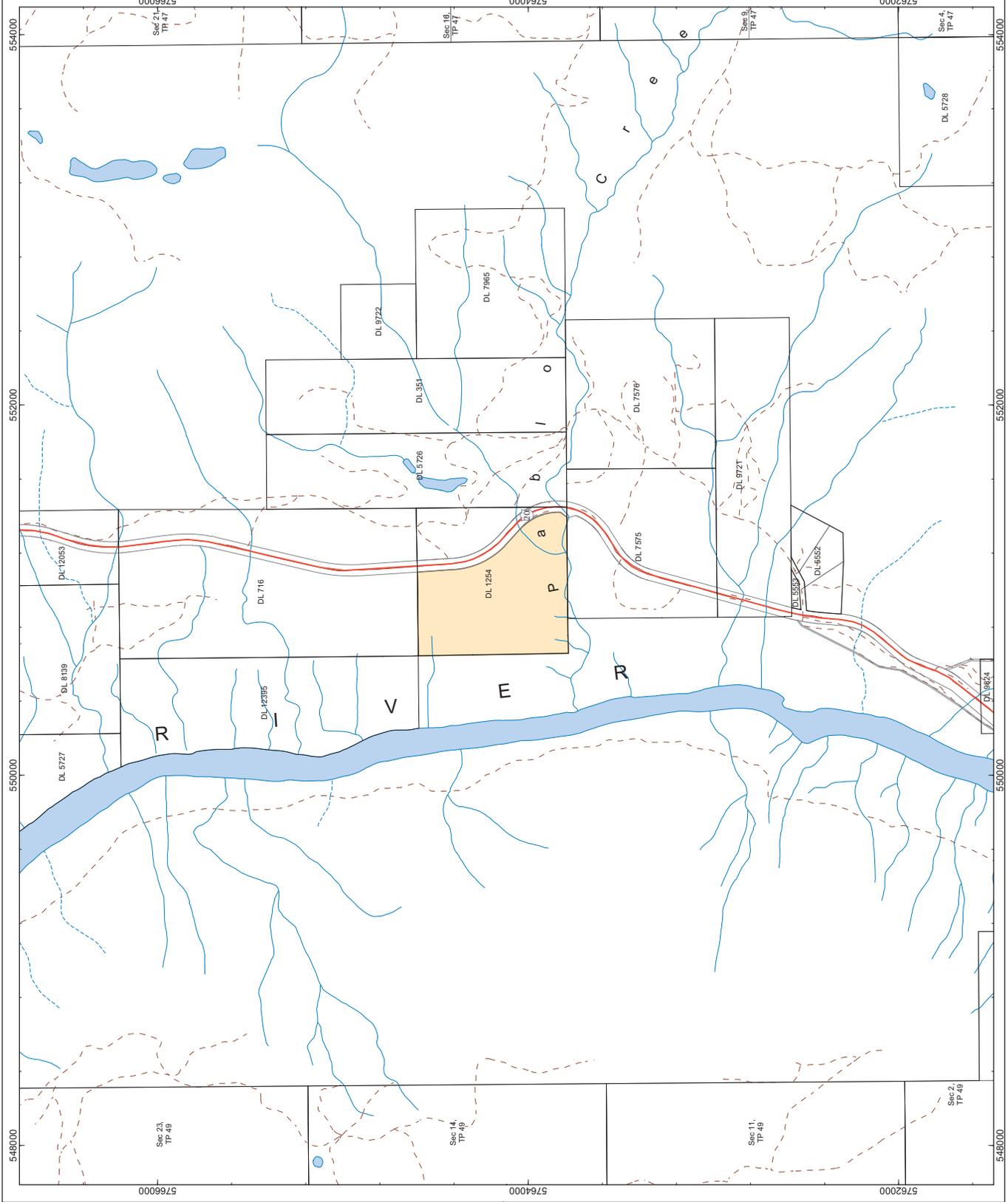
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF INDIAN LANDS OR FOR INDIAN RESERVE LAND DESCRIPTION PURPOSES. ADDITIONAL INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093B.009
UTM Zone 10

Appendix B-2
Plan 2-5



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

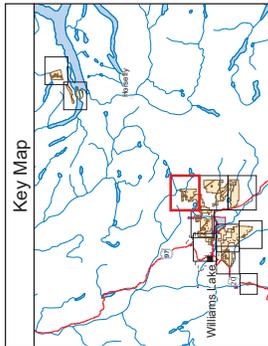
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

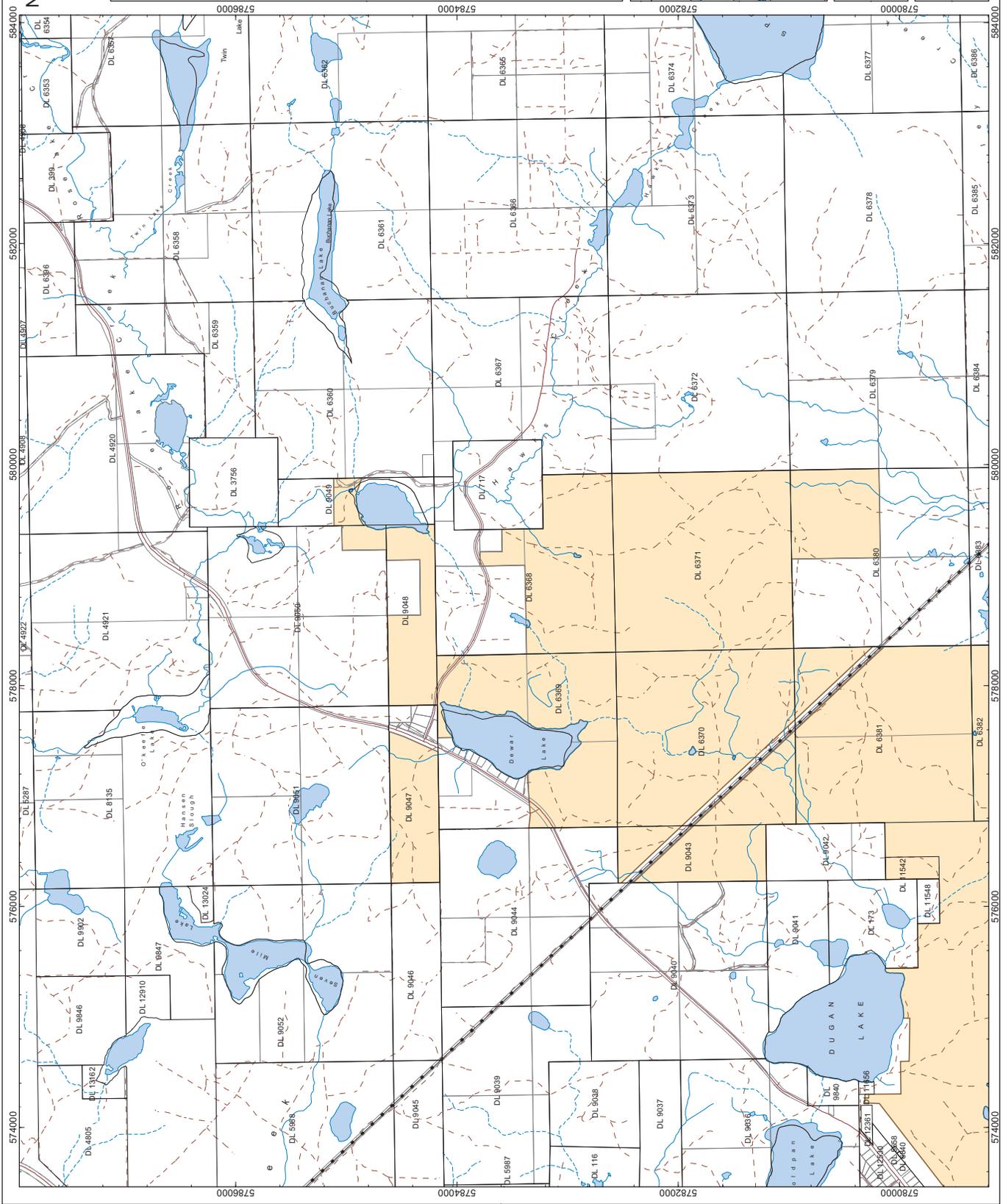
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT SHOWN. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE CROWN REGARDING THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE CROWN IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CROWN IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP. THE CROWN IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093A.011 and 093A.021
UTM Zone 10

Appendix B-2
Plan 2-7



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

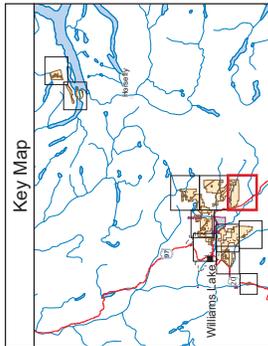
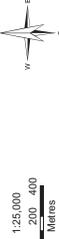
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

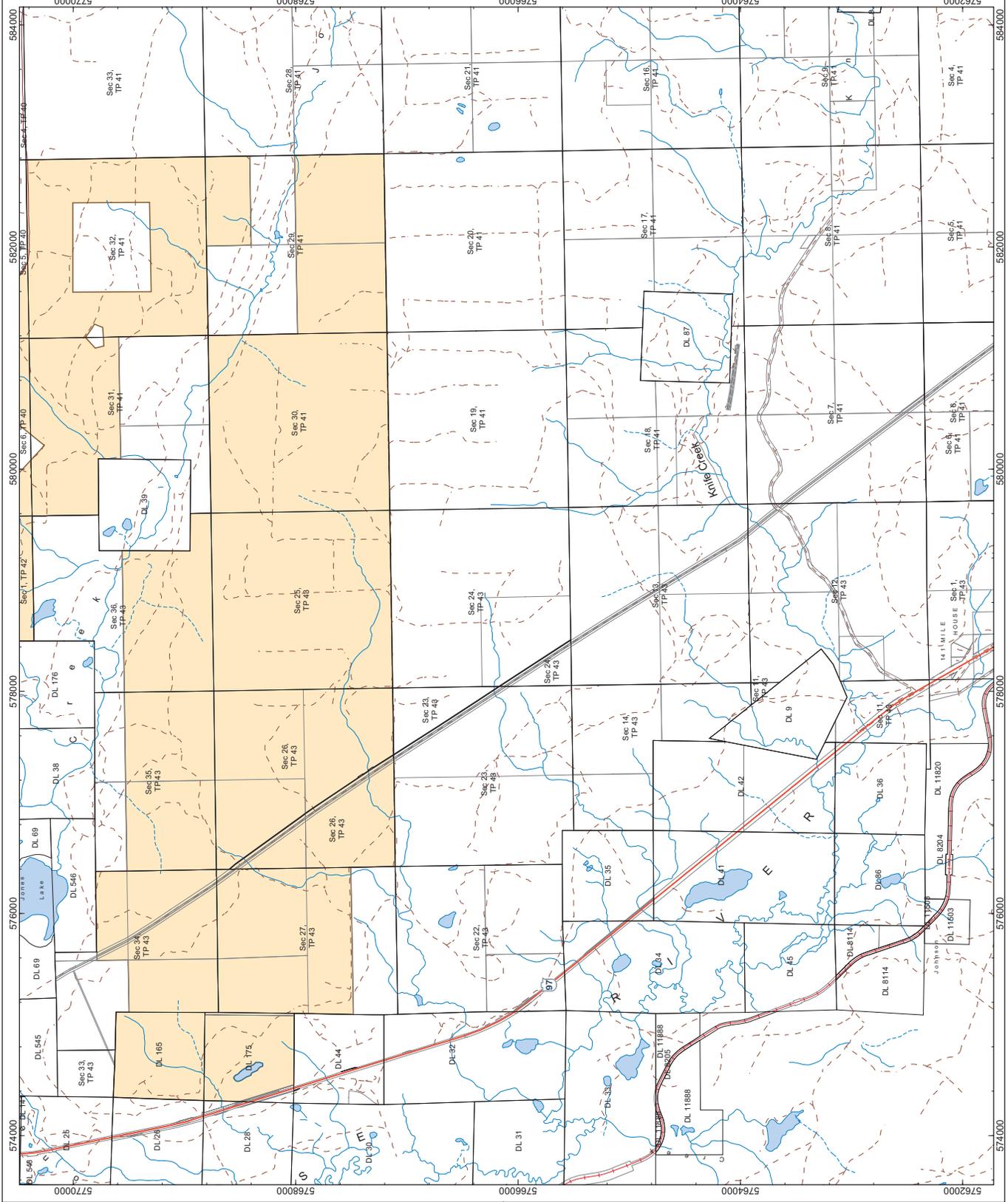
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS FOR INDIAN RESERVES ARE NOT SHOWN. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093A.001 and 093A.002
UTM Zone 10

Appendix B-2
Plan 2-9



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

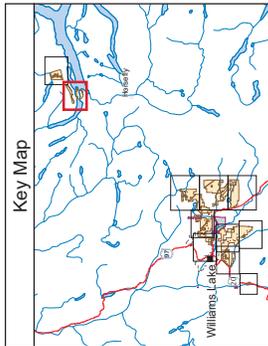
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Williams Lake Indian Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

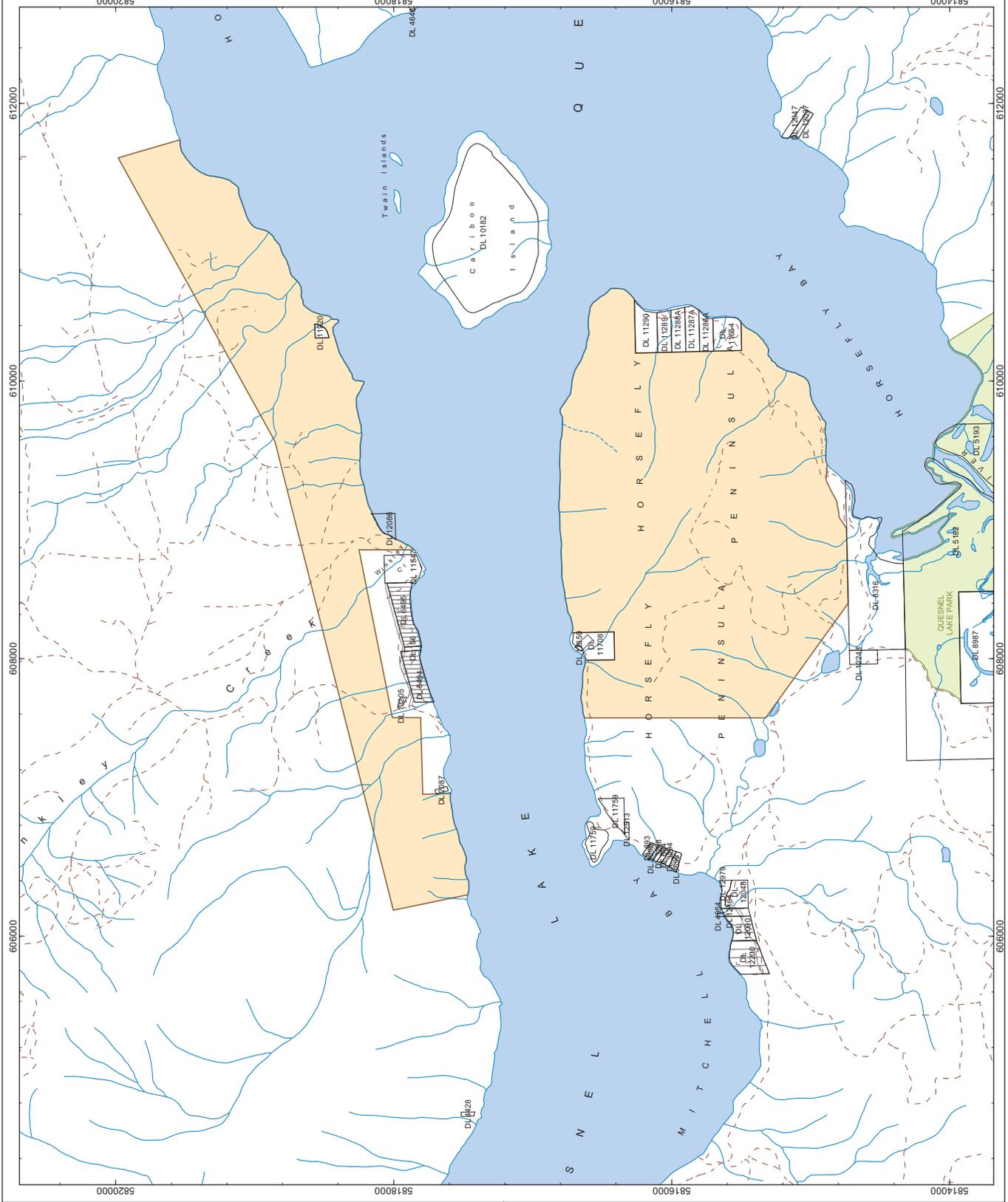
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES FOR INDIAN PURPOSES OR FOR INDIAN RESERVES ARE NOT SHOWN. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093A, 043, 093A, 044, 093A, 053 and 043, 044
UTM Zone 10

Appendix B-2
Plan 2-10



Note: the Parties will update the Appendices before the Effective Date.

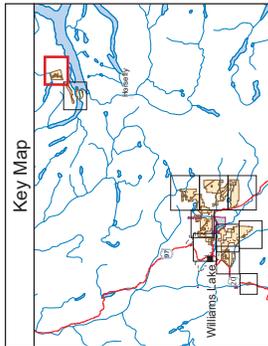
Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

- Legend**
- Former Provincial Crown Land
 - Former Indian Reserve of Williams Lake Indian Band
 - Primary Survey Parcel
 - Subdivision Parcel
 - Provincial Protected Area
 - Municipality

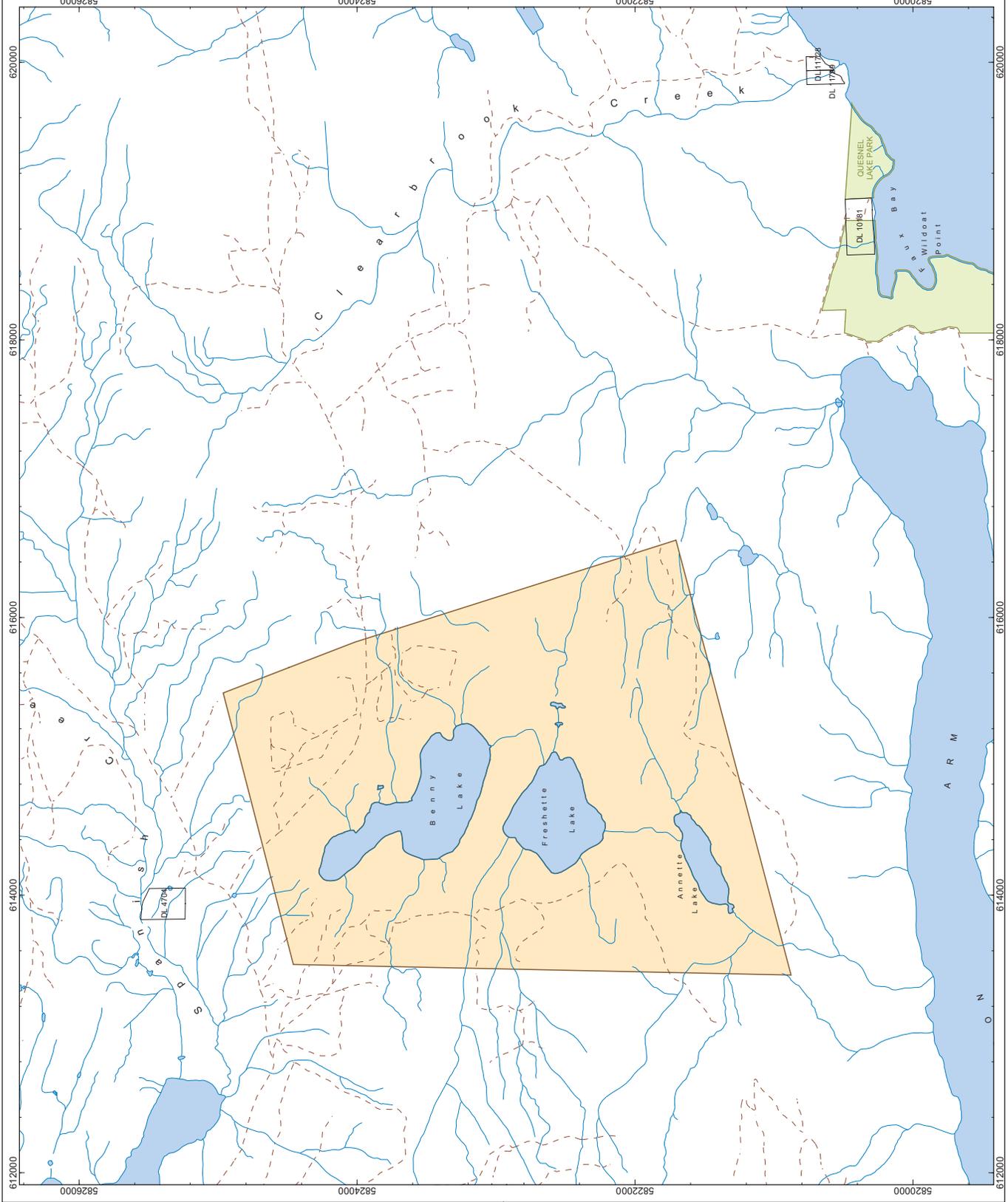
- Transportation**
- Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE THE RIGHT TO MAKE CHANGES TO THIS MAP WITHOUT NOTICE. THIS MAP IS NOT TO BE USED FOR LEGAL DESCRIPTION PURPOSES. ADDITIONAL INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Cariboo
 BCGS Mapsheet No.: 093A.054
 UTM Zone 10

Appendix B-2
 Plan 2-11



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

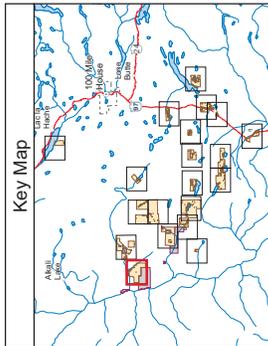
Former Provincial Crown Land

- Legend**
- Former Provincial Crown Land
 - Former Indian Reserve of Stsweem'c Xgat'tem First Nation
 - Primary Survey Parcel
 - Subdivision Parcel
 - Provincial Protected Area
 - Municipality

- Transportation**
- Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

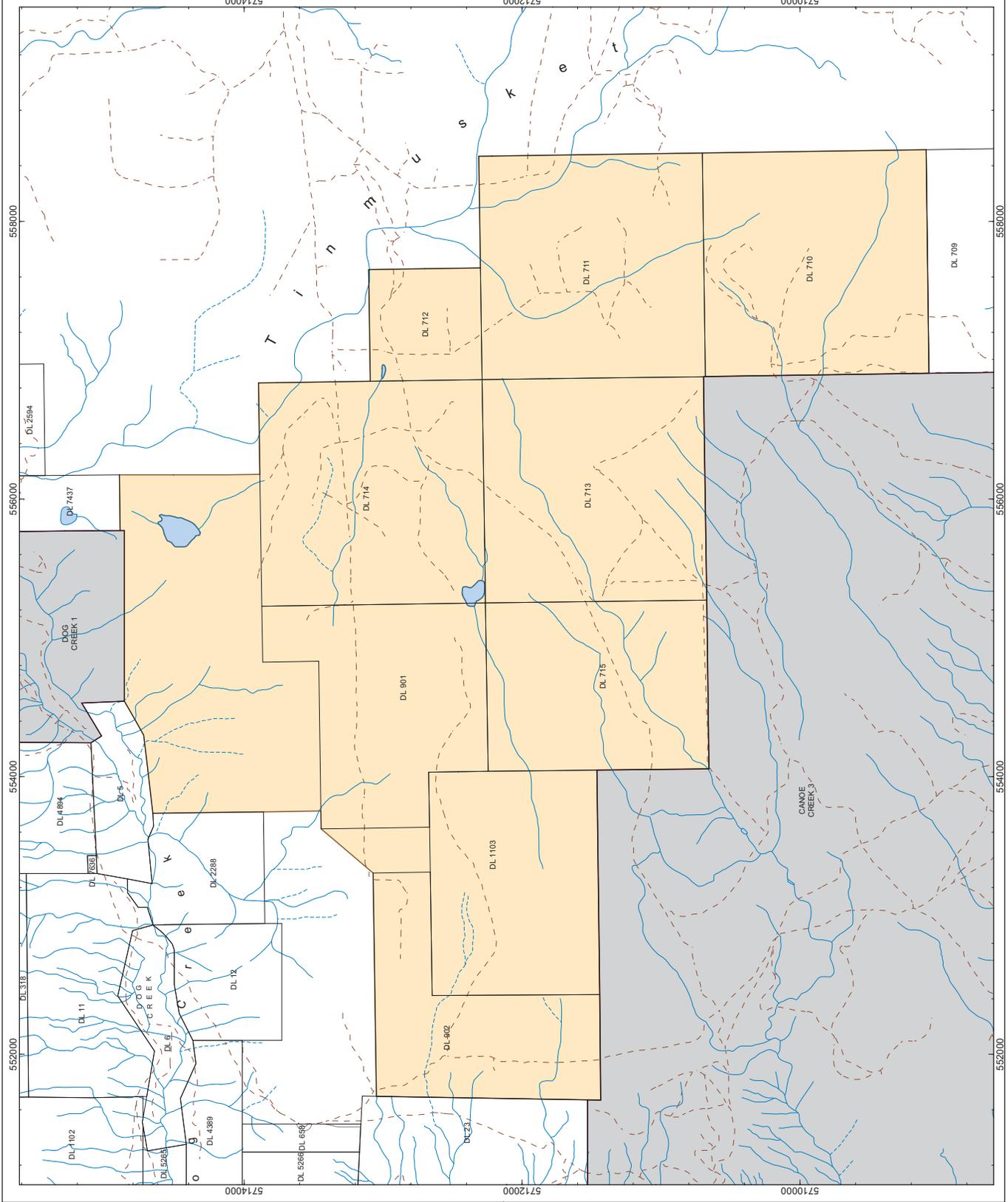
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES, RIGHTS AND INTERESTS IN LAND ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION. RESERVES, RIGHTS AND INTERESTS IN LAND ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION. RESERVES, RIGHTS AND INTERESTS IN LAND ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION.

1:20,000
0 200 400
Metres

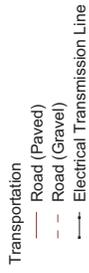
Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 0920.059 and 0920.060
 UTM Zone 10

Appendix B-2
 Plan 3-1

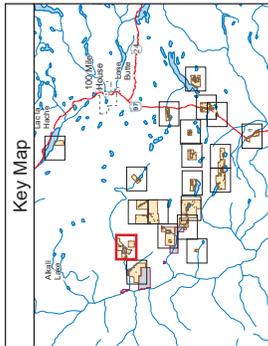


Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

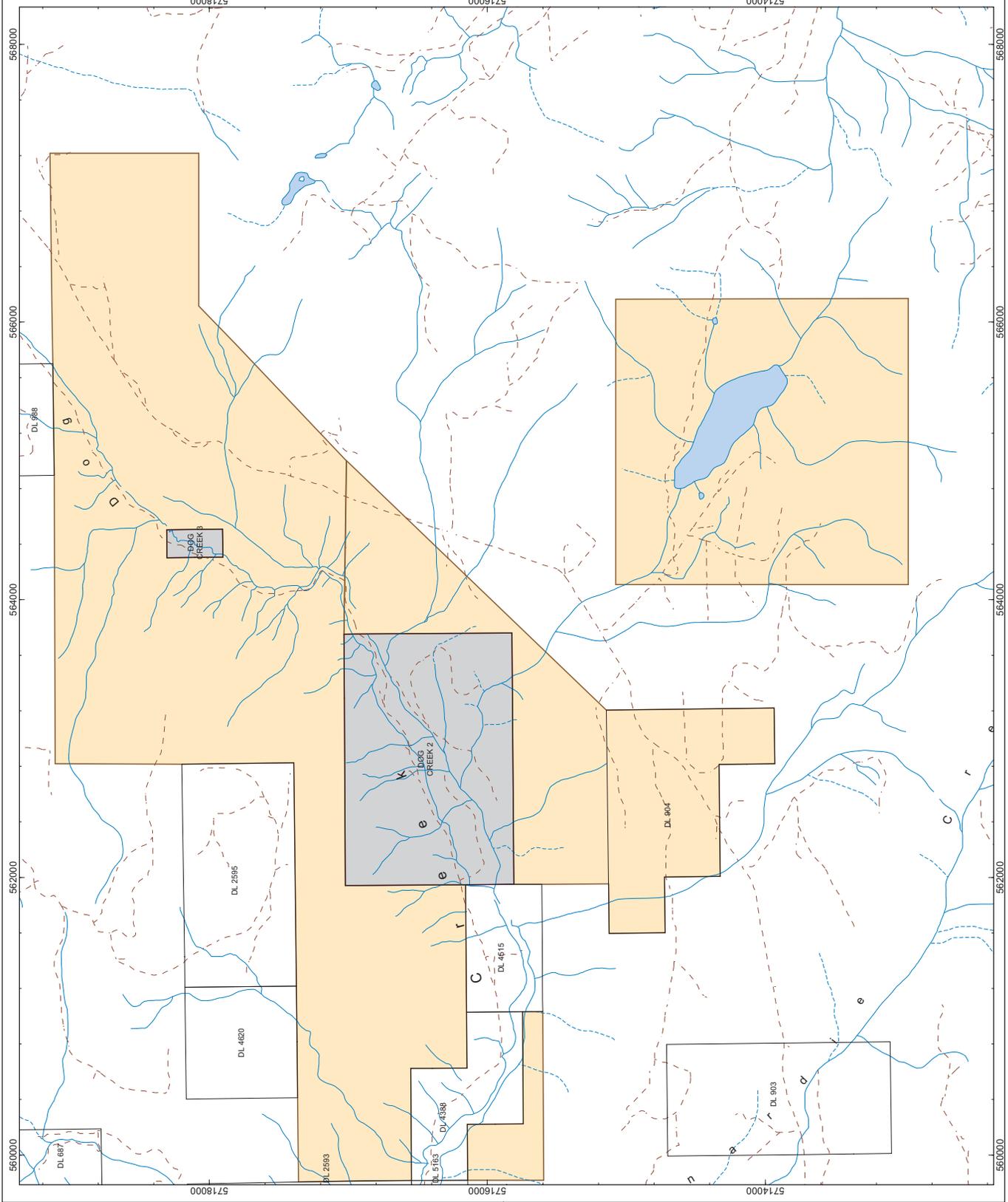


THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION. THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 0920.060 and 0920.070
UTM Zone 10

Appendix B-2
Plan 3-2



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

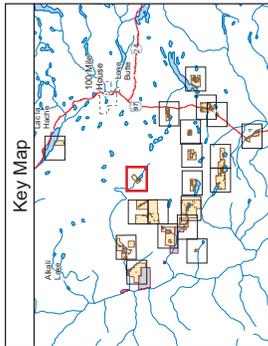
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgath'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

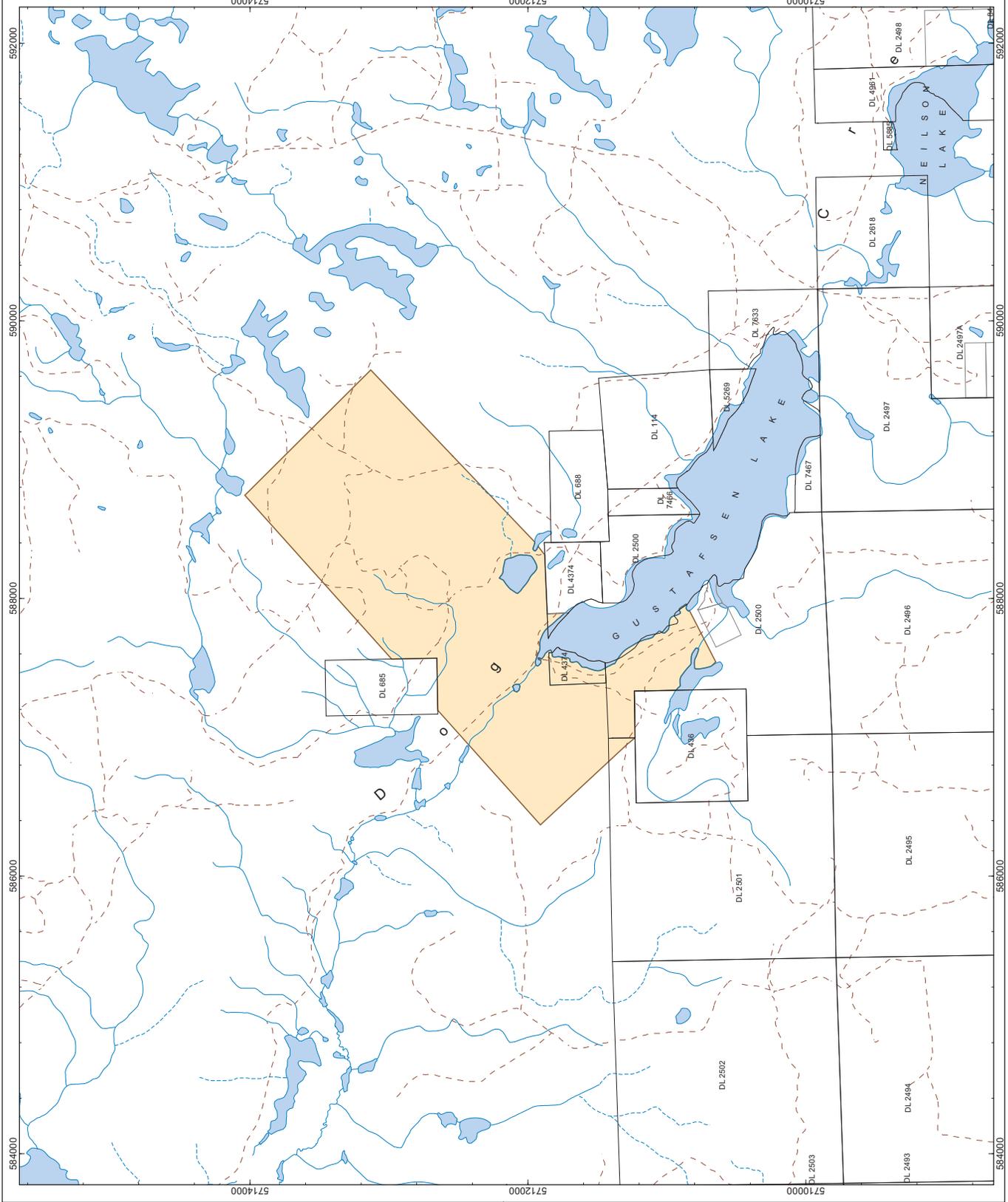
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

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Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.052
UTM Zone 10

Appendix B-2
Plan 3-3



Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

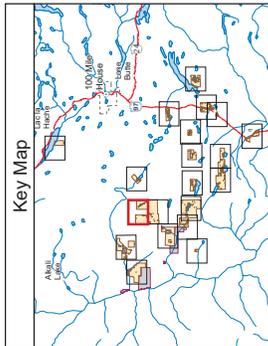
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stswe'emc'c Xgatt'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

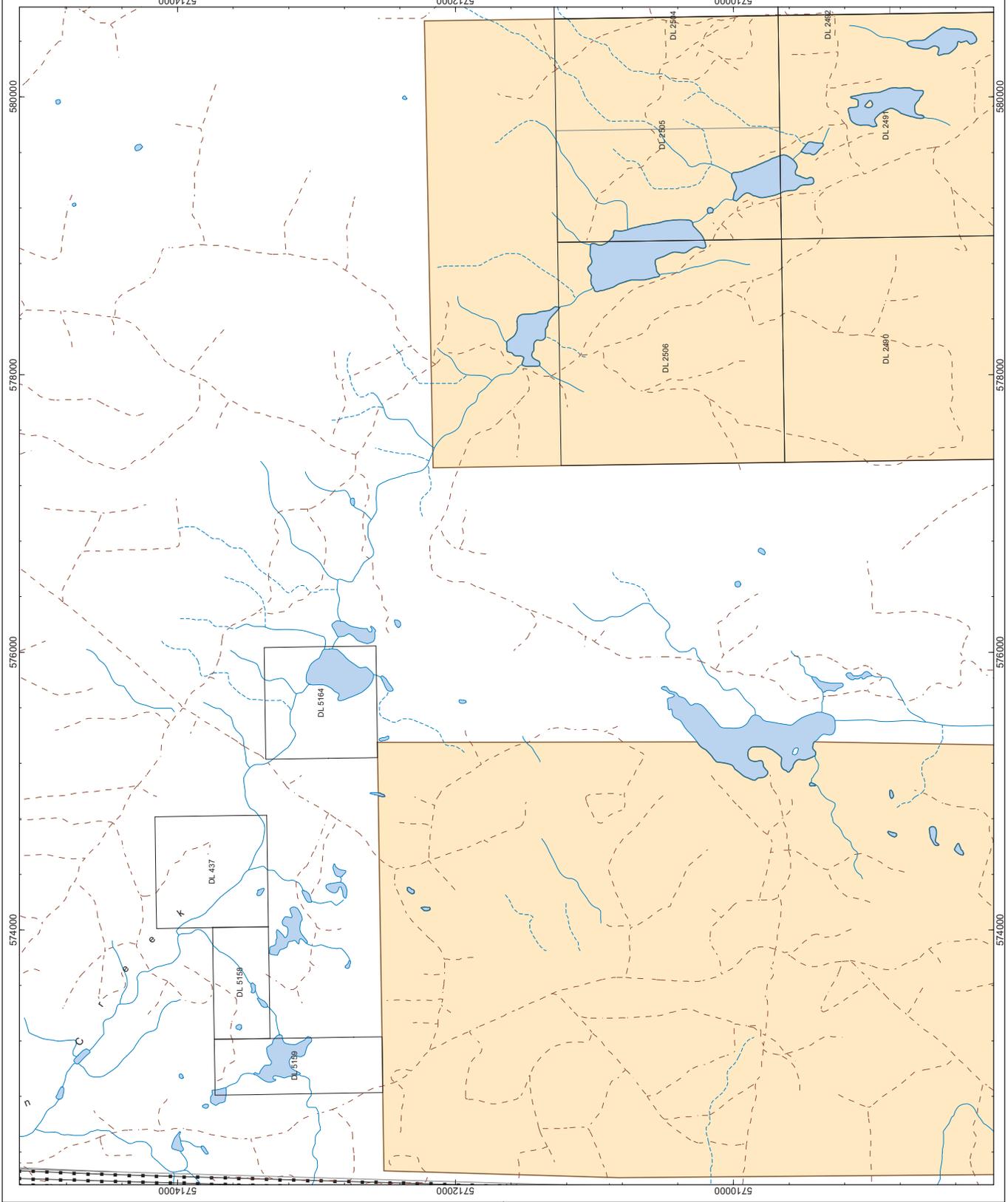
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR IMPLIED. THE INFORMATION ON THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.051
 UTM Zone 10

Appendix B-2
 Plan 3-4



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmucw Agreement-in-Principle

Former Provincial Crown Land

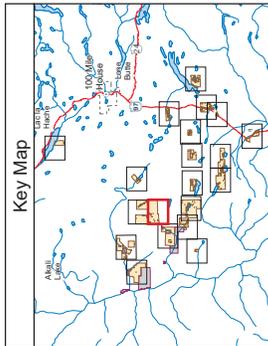
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweemc Xgattem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

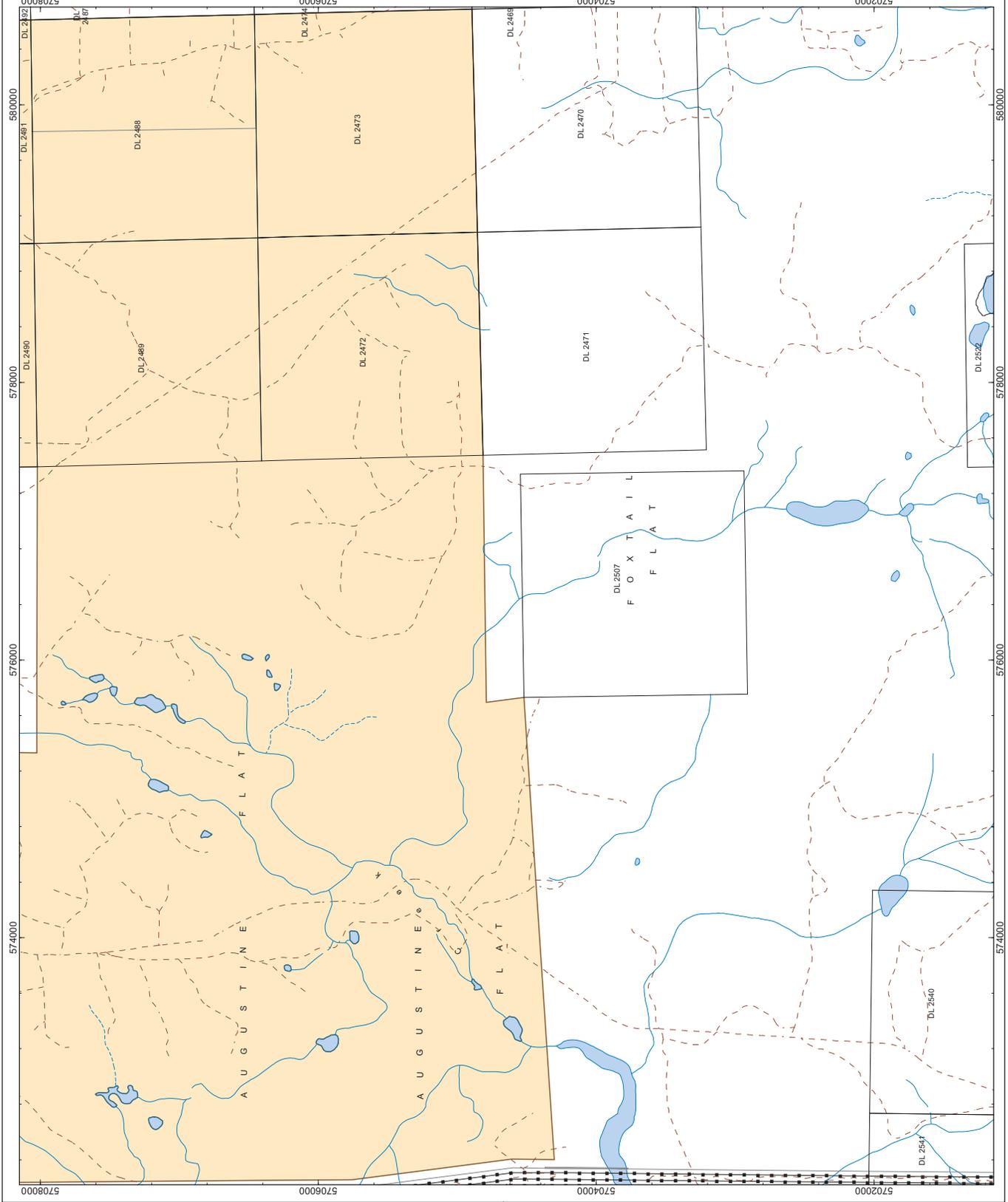
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE THE RIGHT TO MAKE CHANGES TO THIS MAP FOR ANY REASON WITHOUT NOTICE. THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.041 and 092P.051
UTM Zone 10

Appendix B-2
Plan 3-5



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

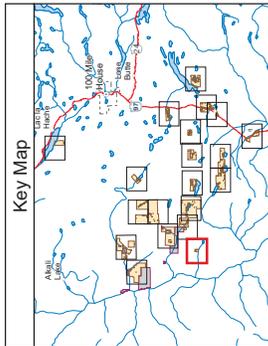
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweemc Xgat'tem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

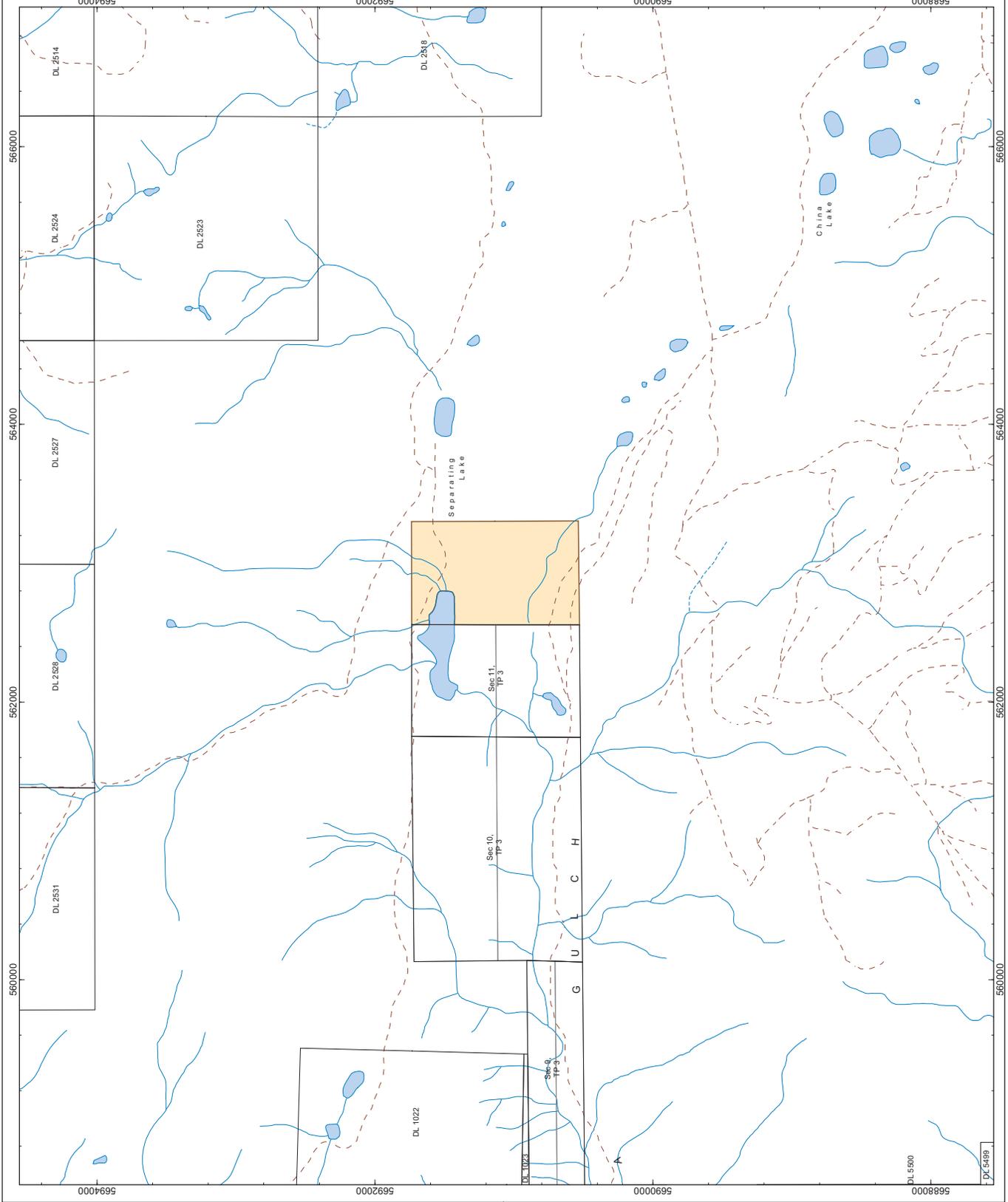
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

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Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 0920.040
 UTM Zone 10

Appendix B-2
 Plan 3-6



Note: the Parties will update the Appendices before the Effective Date.

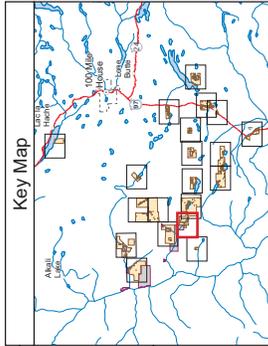
Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

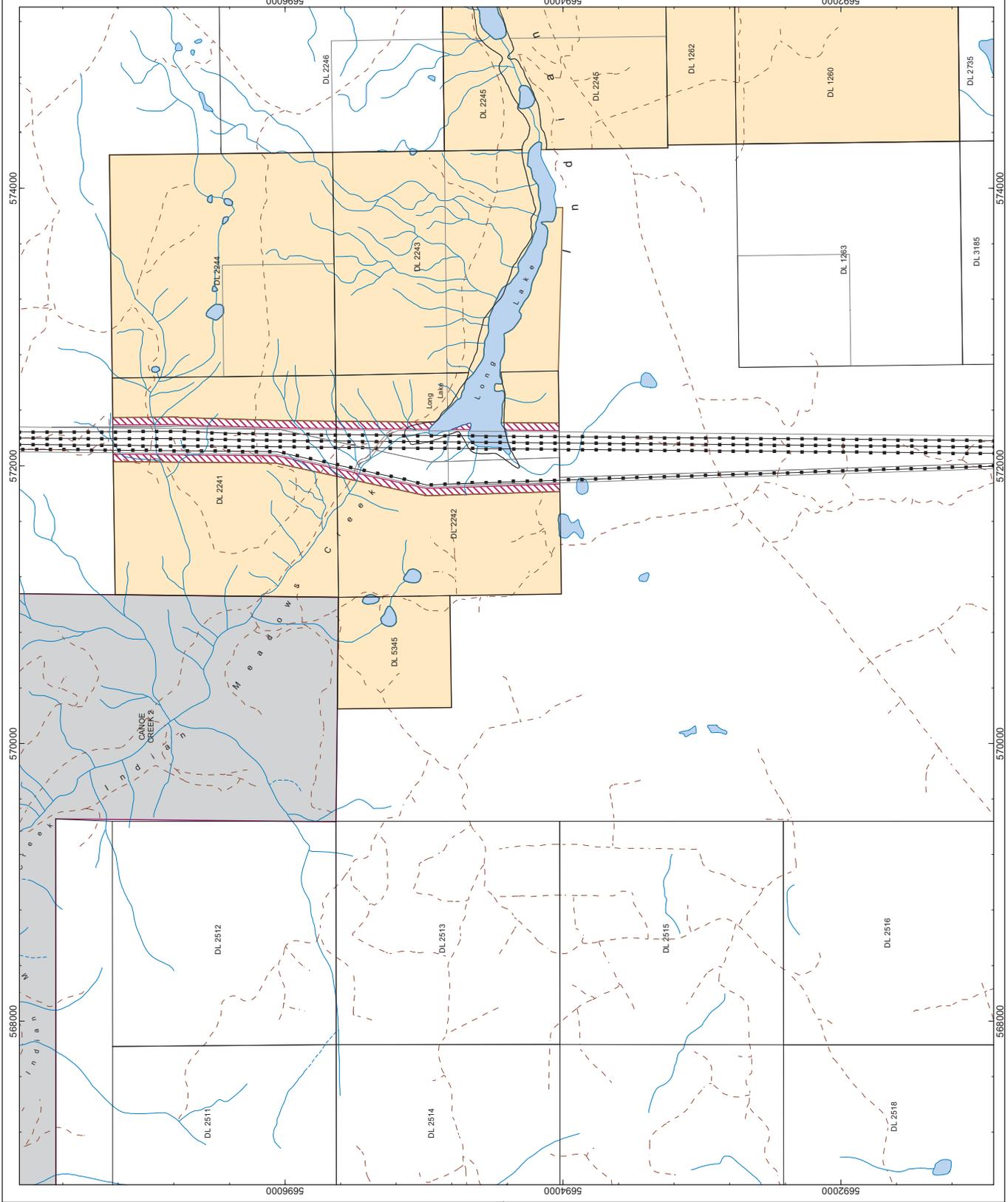
- Former Provincial Crown Land
- Former Indian Reserve of Stsweemc Xgathem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality
- Lands subject to further negotiation
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN THOSE SPECIFIED IN THE LEGEND. THE CROWN RESERVES OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.031 and 092P.041
UTM Zone 10

Appendix B-2
Plan 3-8



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

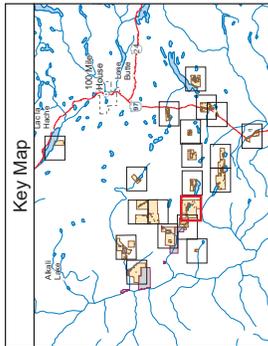
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweem'c Xgat'tem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

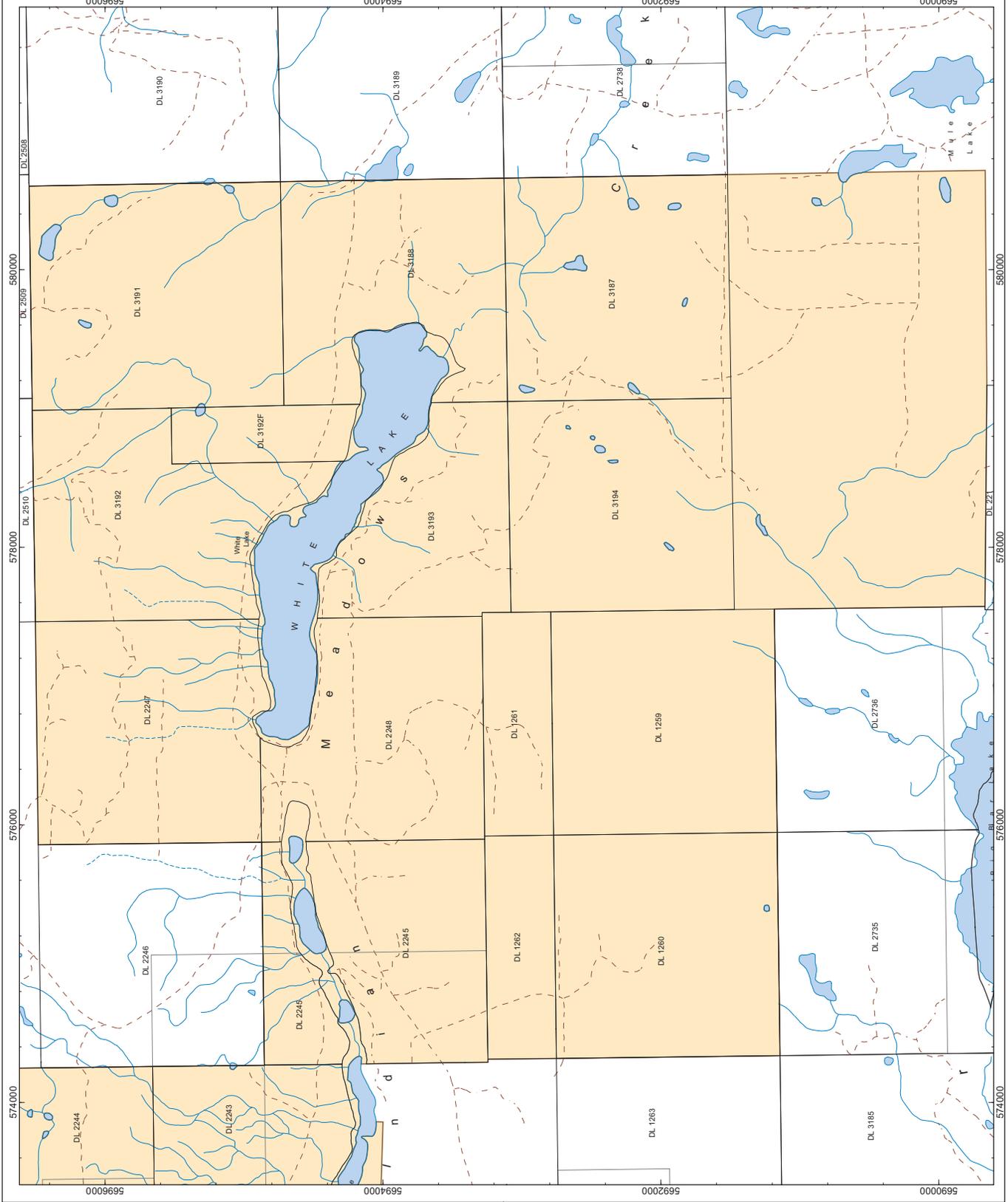
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES FOR THE FIRST NATIONS OR BANDS OF THE FIRST NATIONS ARE NOT SHOWN. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.031 and 092P.041
UTM Zone 10

Appendix B-2
Plan 3-9



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

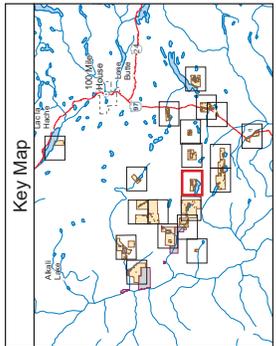
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgathem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

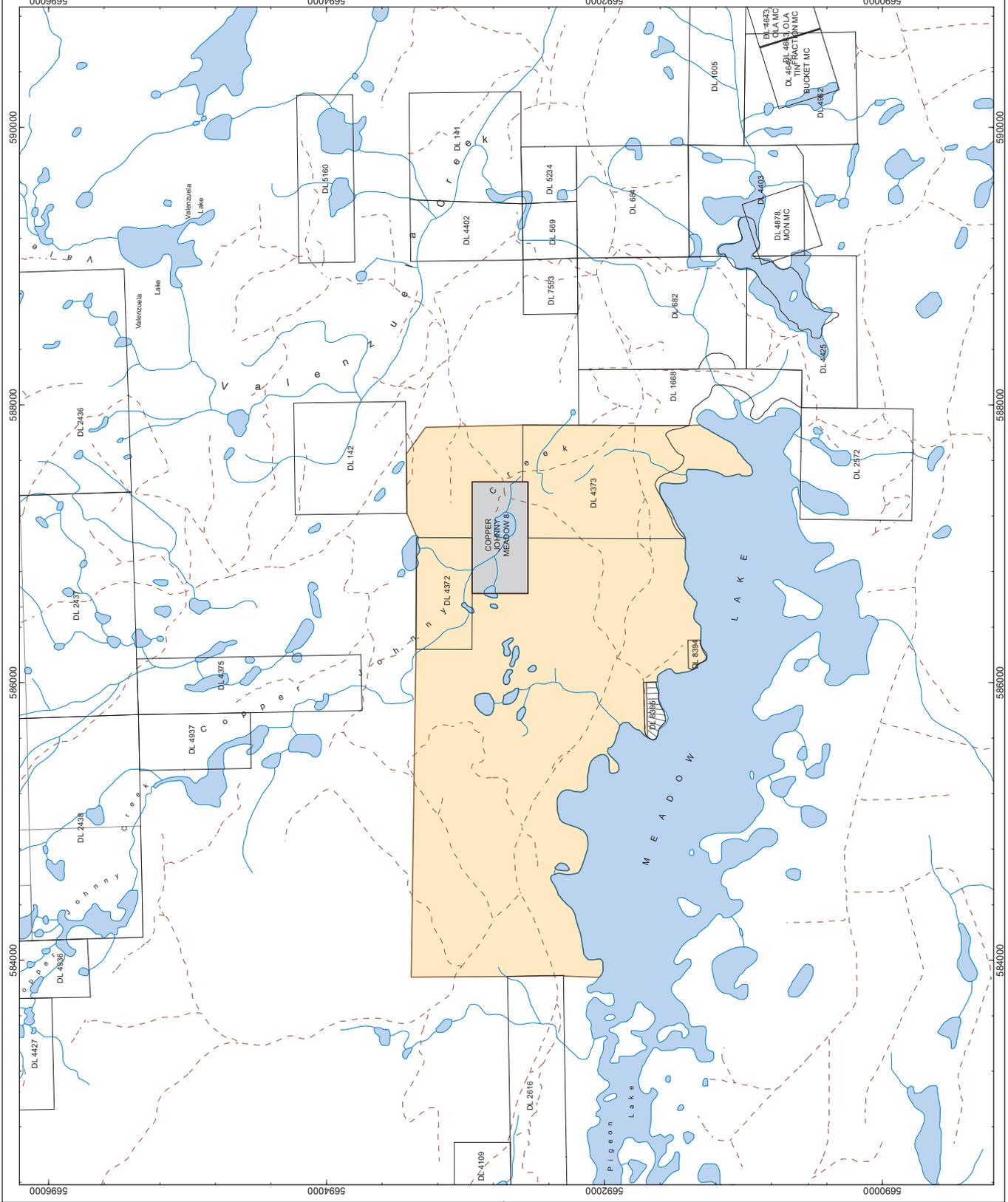
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP HAS BEEN PREPARED FOR REFERENCE ONLY. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE BOUNDARIES OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.032
 UTM Zone 10

Appendix B-2
 Plan 3-10



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

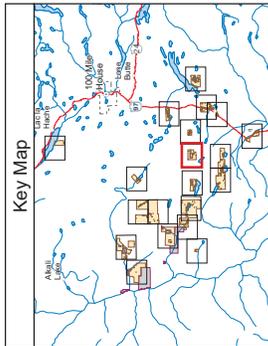
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgat'tem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

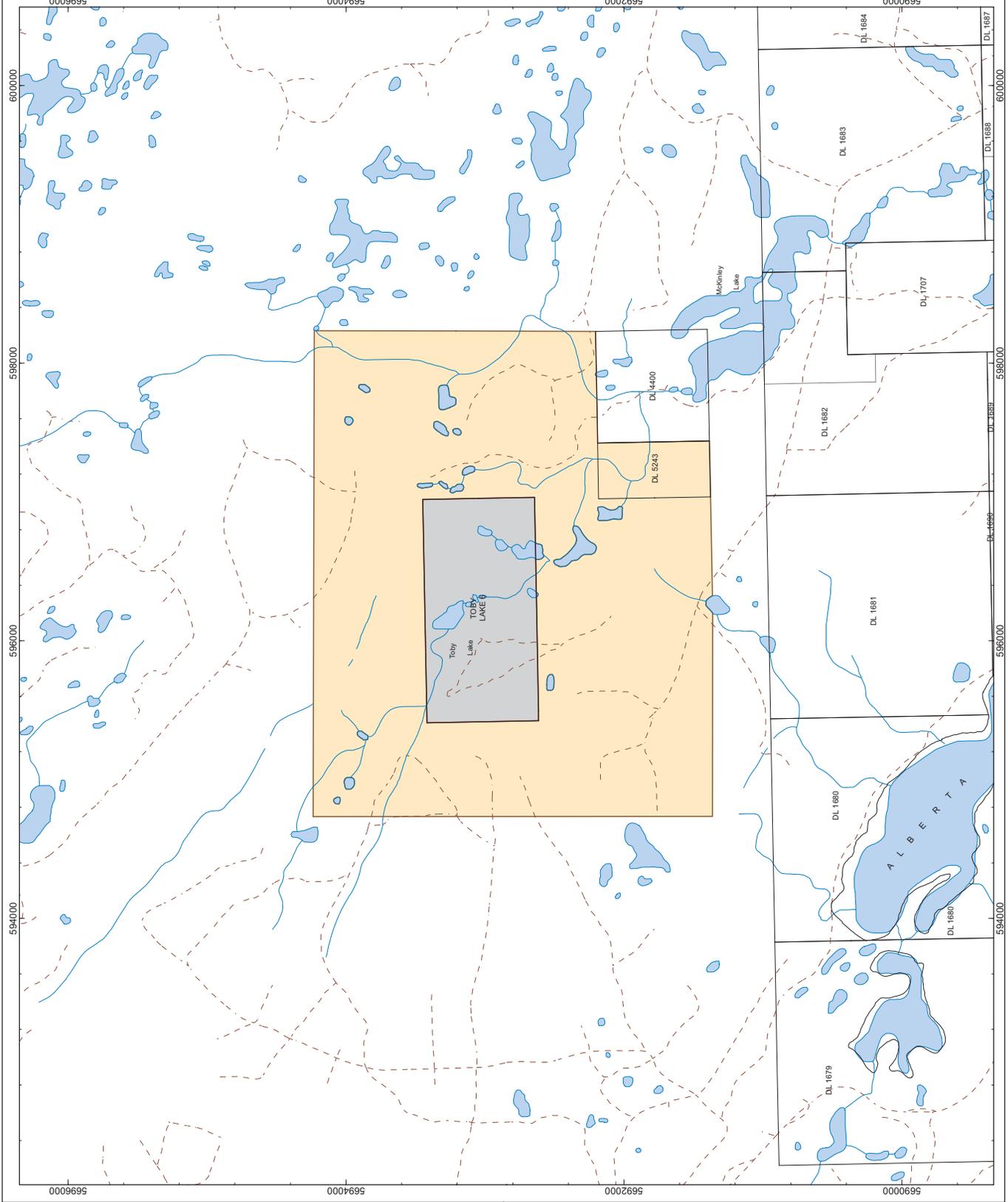
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION. THE INFORMATION ON THIS MAP IS FOR INFORMATION ONLY. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.032 and 092P.033
 UTM Zone 10

Appendix B-2
 Plan 3-11



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmucw Agreement-in-Principle

Former Provincial Crown Land

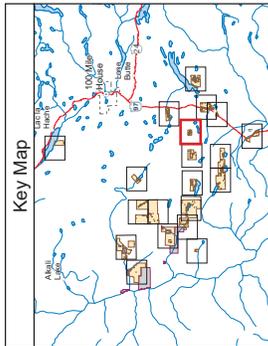
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweem'c Xgath'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

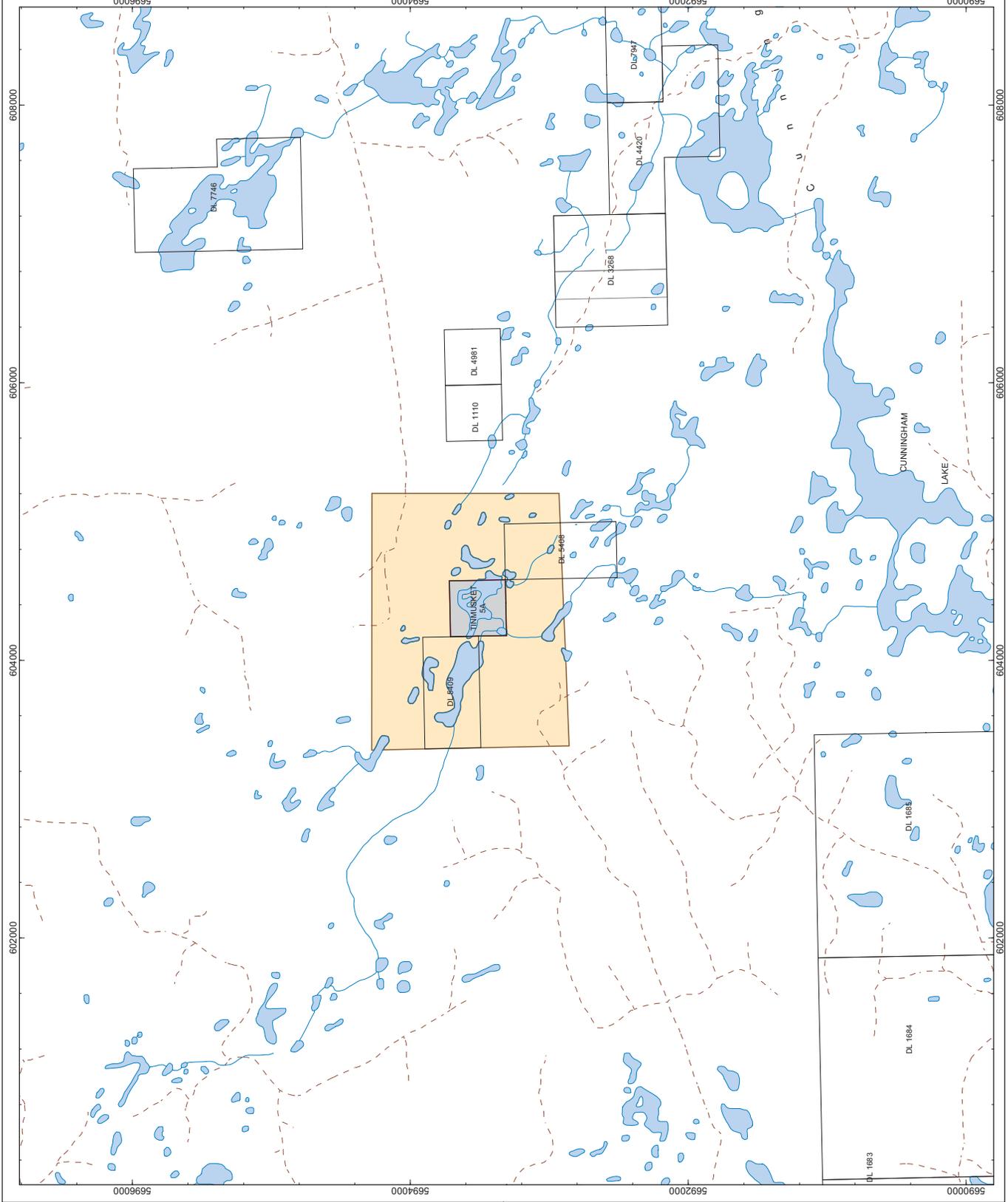
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN THOSE SPECIFIED IN THE LEGAL DESCRIPTION. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.033
UTM Zone 10

Appendix B-2
Plan 3-12



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

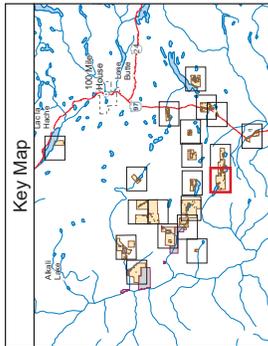
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgatt'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

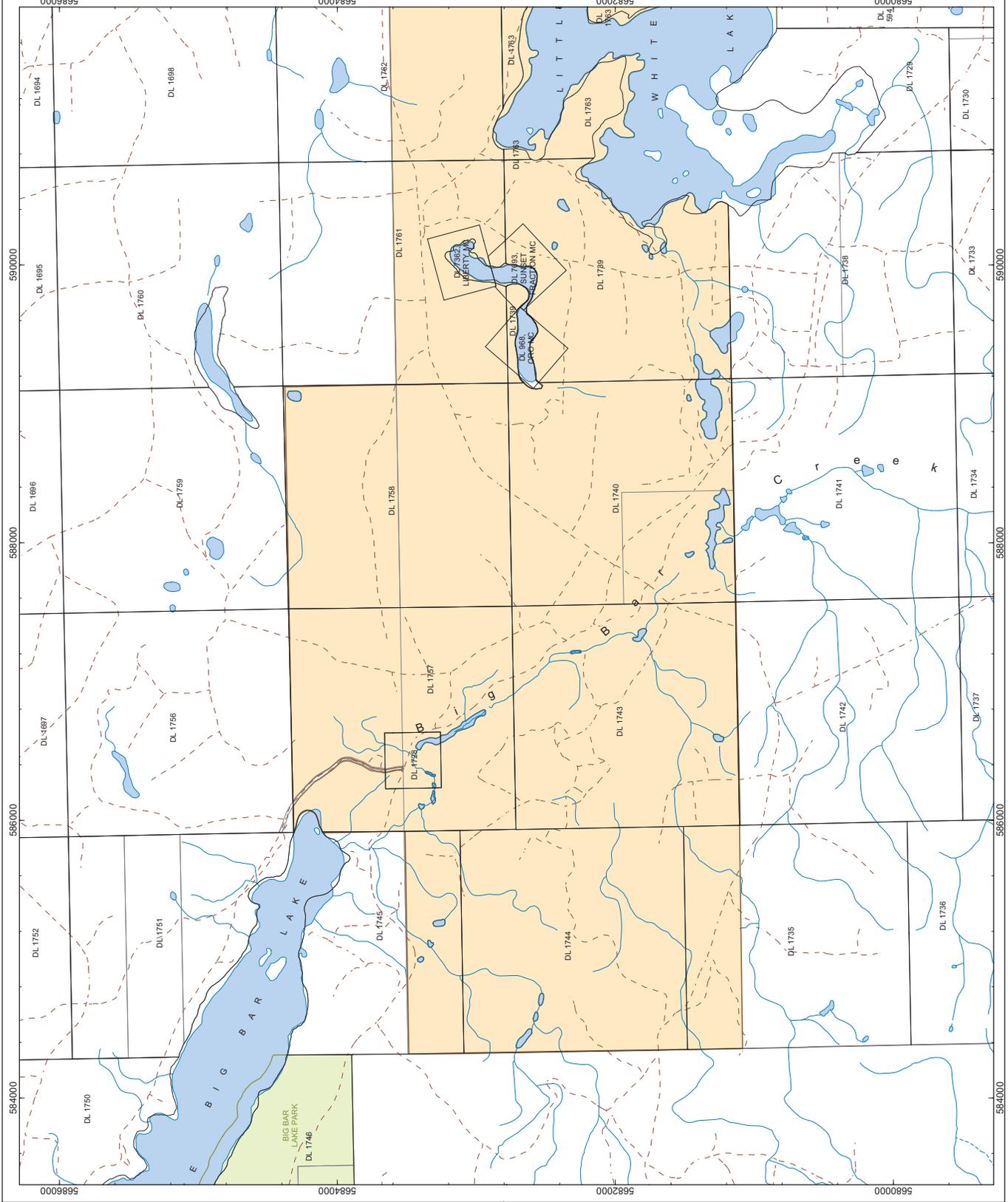
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR WAIVED. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.022 and 092P.032
UTM Zone 10

Appendix B-2
Plan 3-13



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

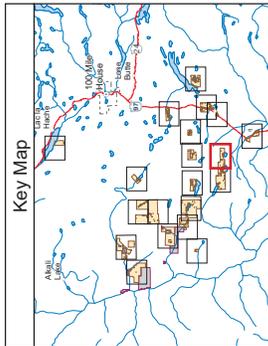
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweem'c Xgatt'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

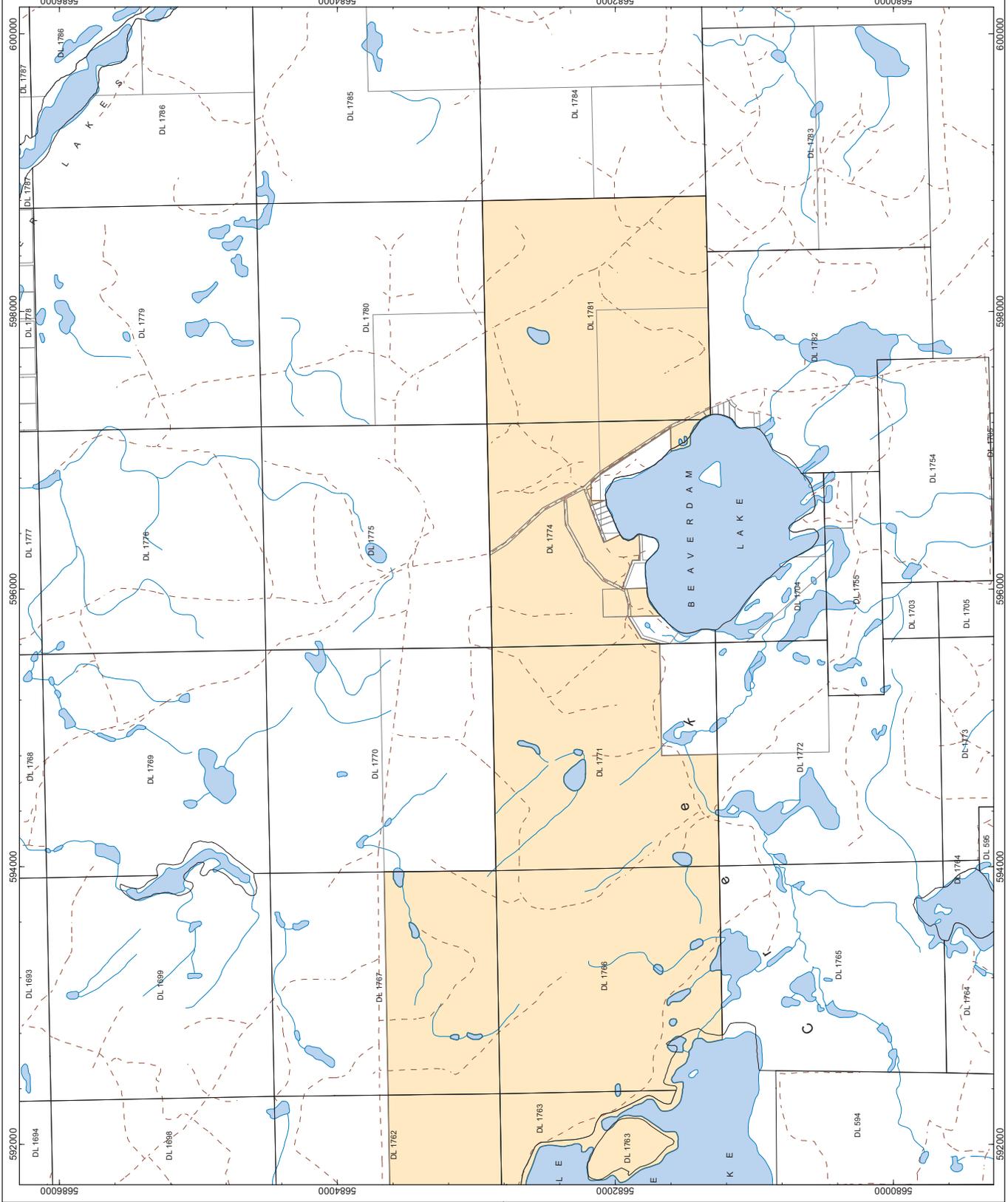
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

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Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.022 and 092P.023
 UTM Zone 10

Appendix B-2
 Plan 3-14



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Ssweemc Xgathem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

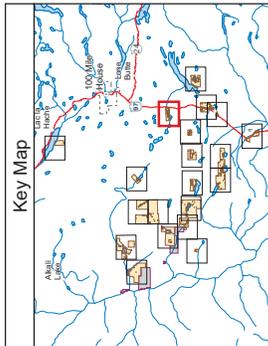
Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE INFORMATION FOR MAIN RESERVE LAND DESCRIPTION PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

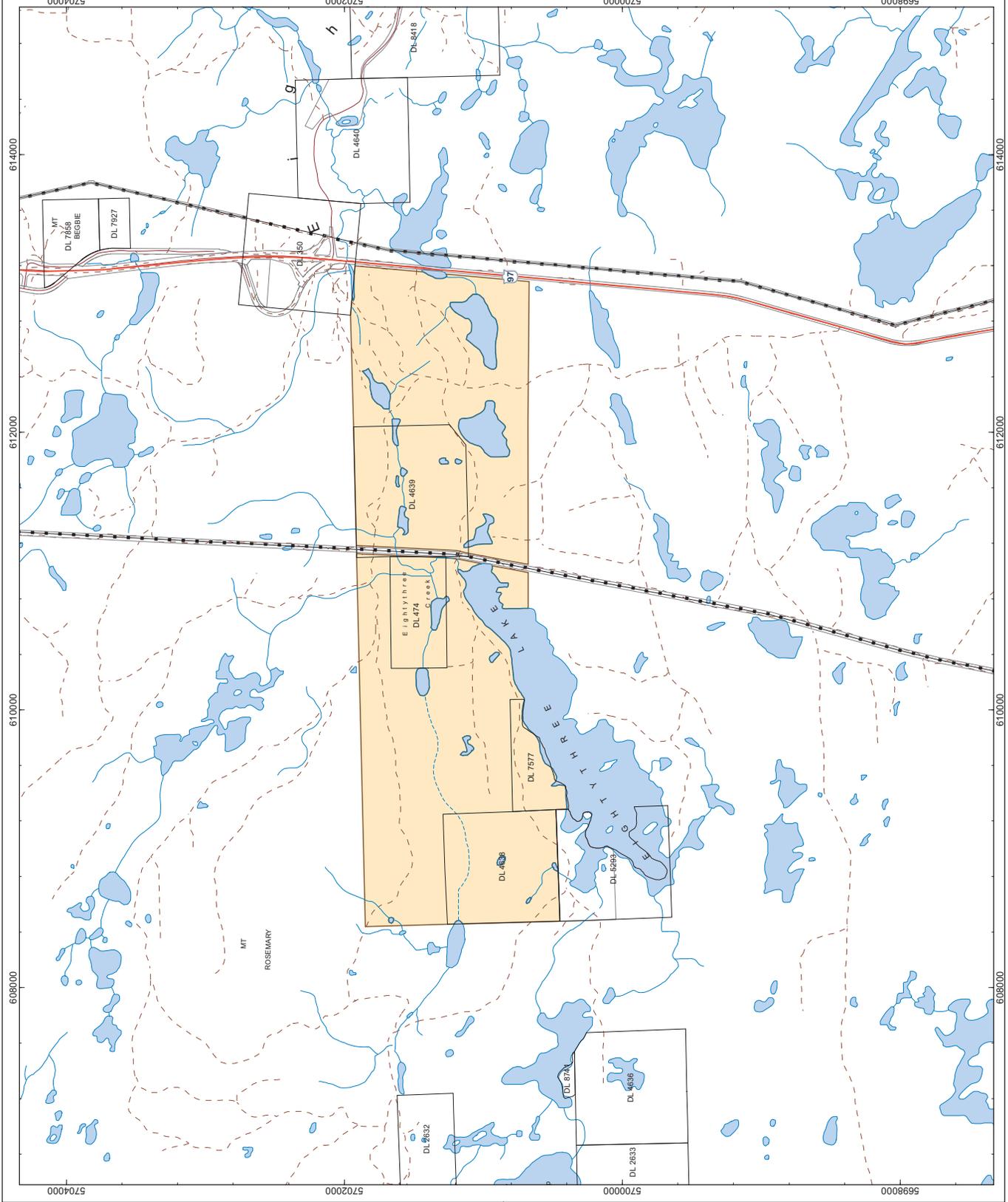


1:20,000
0 200 400
Metres



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.043 and 092P.044
 UTM Zone 10

Appendix B-2
 Plan 3-15



Northern Secwepemc te Qelmuw Agreement-in-Principle

Former Provincial Crown Land

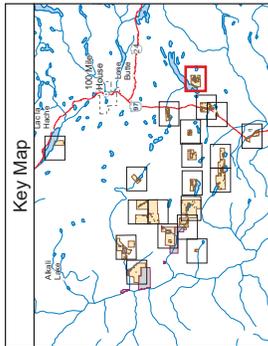
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgathem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

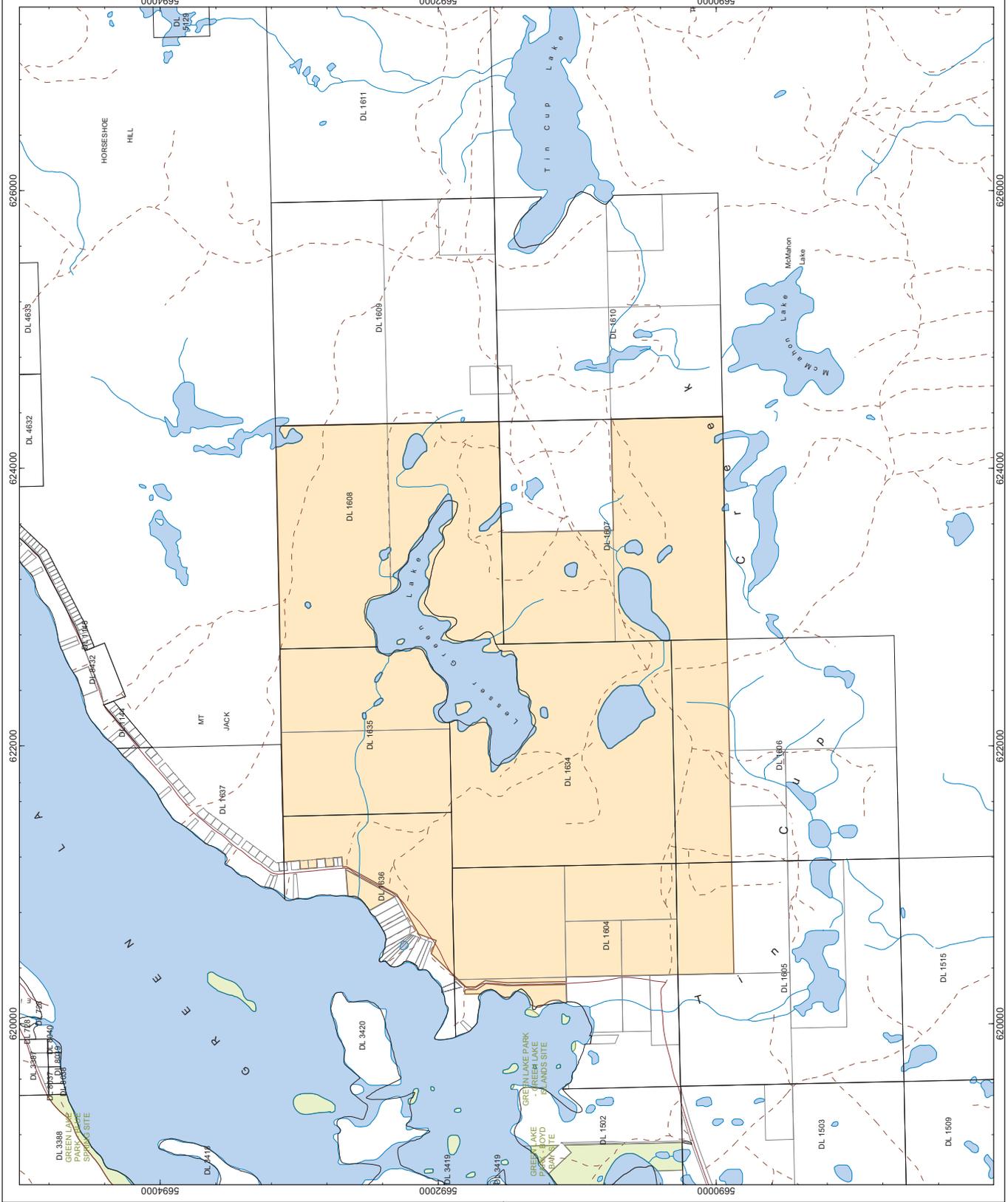
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE FOR THE PURPOSES OF THE INDIAN RESERVE ACT AND THE INDIAN RESERVE REGULATIONS. THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.034
 UTM Zone 10

Appendix B-2
 Plan 3-16



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

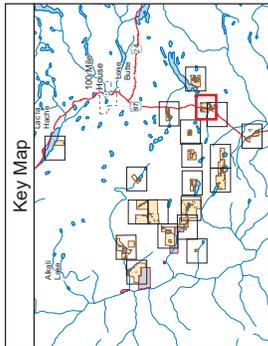
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweemc Xgatt'em First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

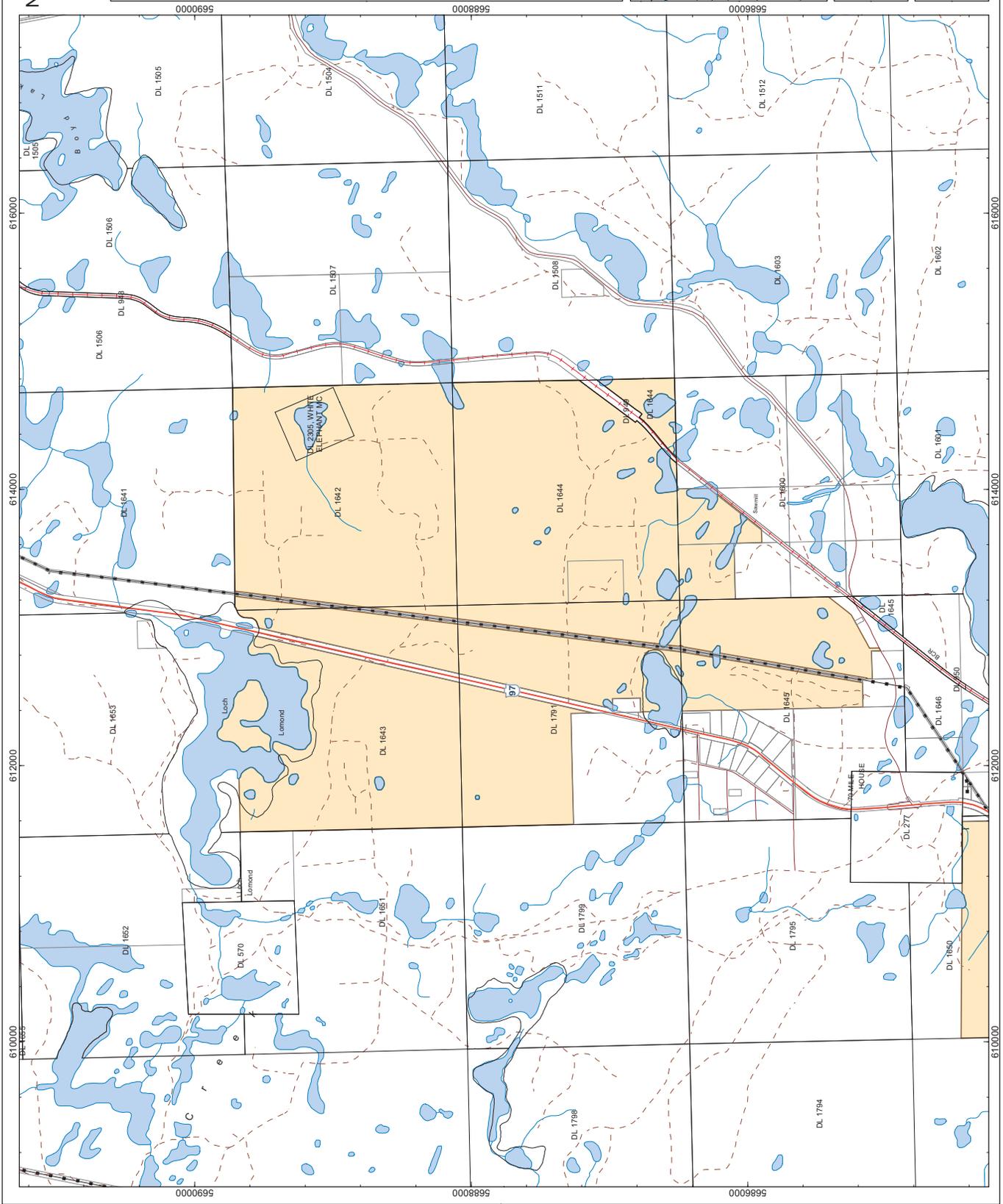
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR LIMITED. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P-023, 092P-024, 092P-033 and 092P-034
 UTM Zone 10

Appendix B-2
 Plan 3-17



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

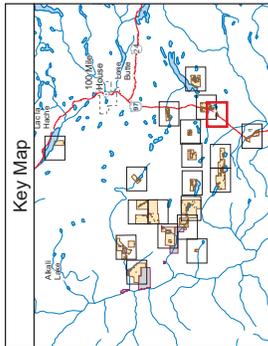
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Stsweemc Xgattem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

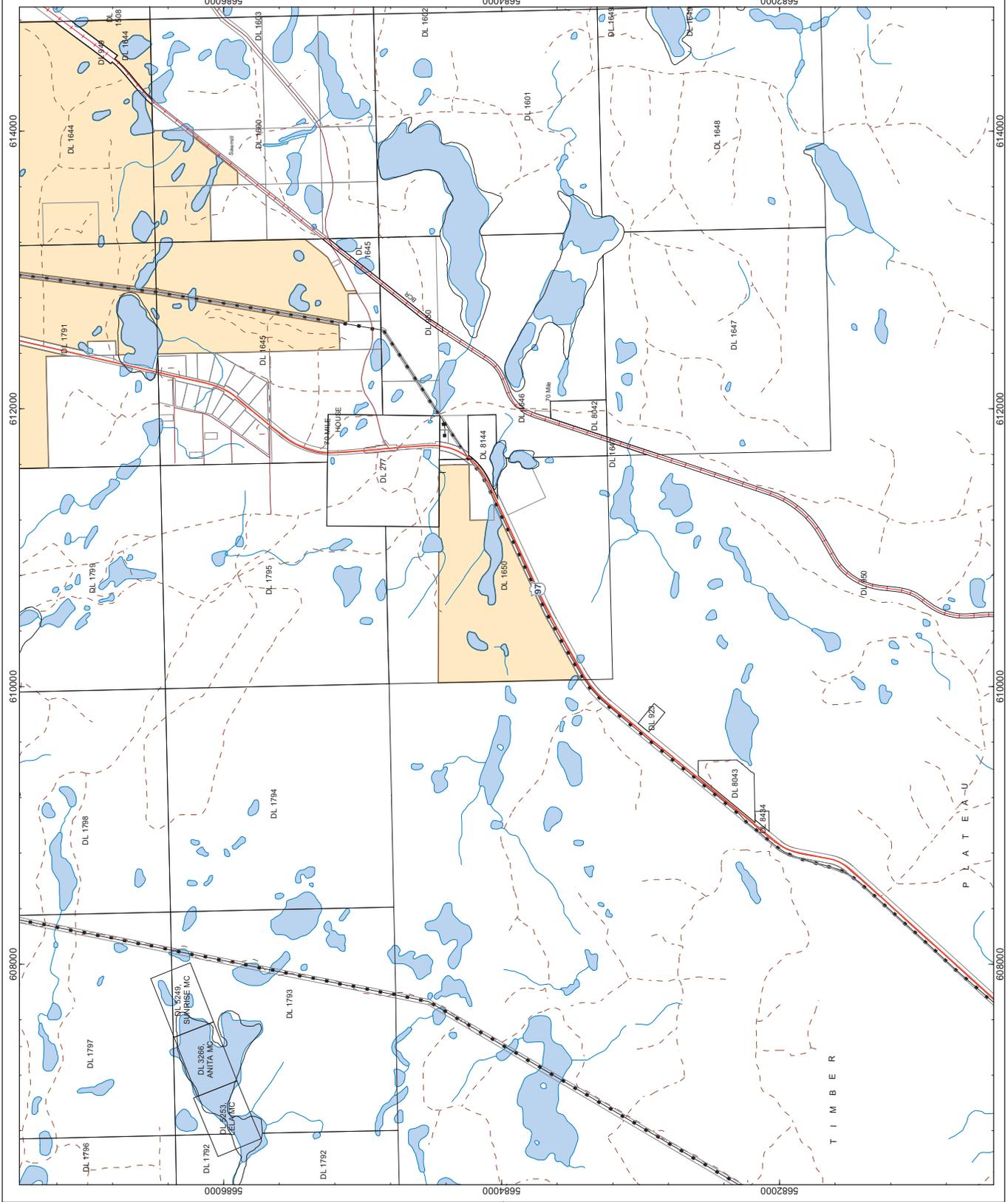
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS IN RESPECT OF LAND RESERVES OR OTHER RIGHTS RESERVED BY THE CROWN OR ANY OTHER AUTHORITY ARE NOT INTENDED TO BE AFFECTED BY THIS MAP. THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Land District: Lillicoet
 BCGS Mapsheet No.: 092P-023, 092P-024, 092P-033 and 092P-034
 UTM Zone 10

Appendix B-2
 Plan 3-18



Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

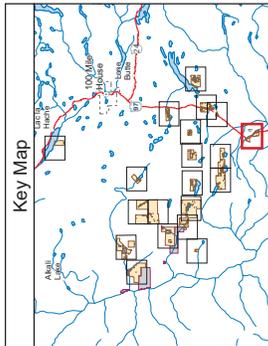
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgat'tem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

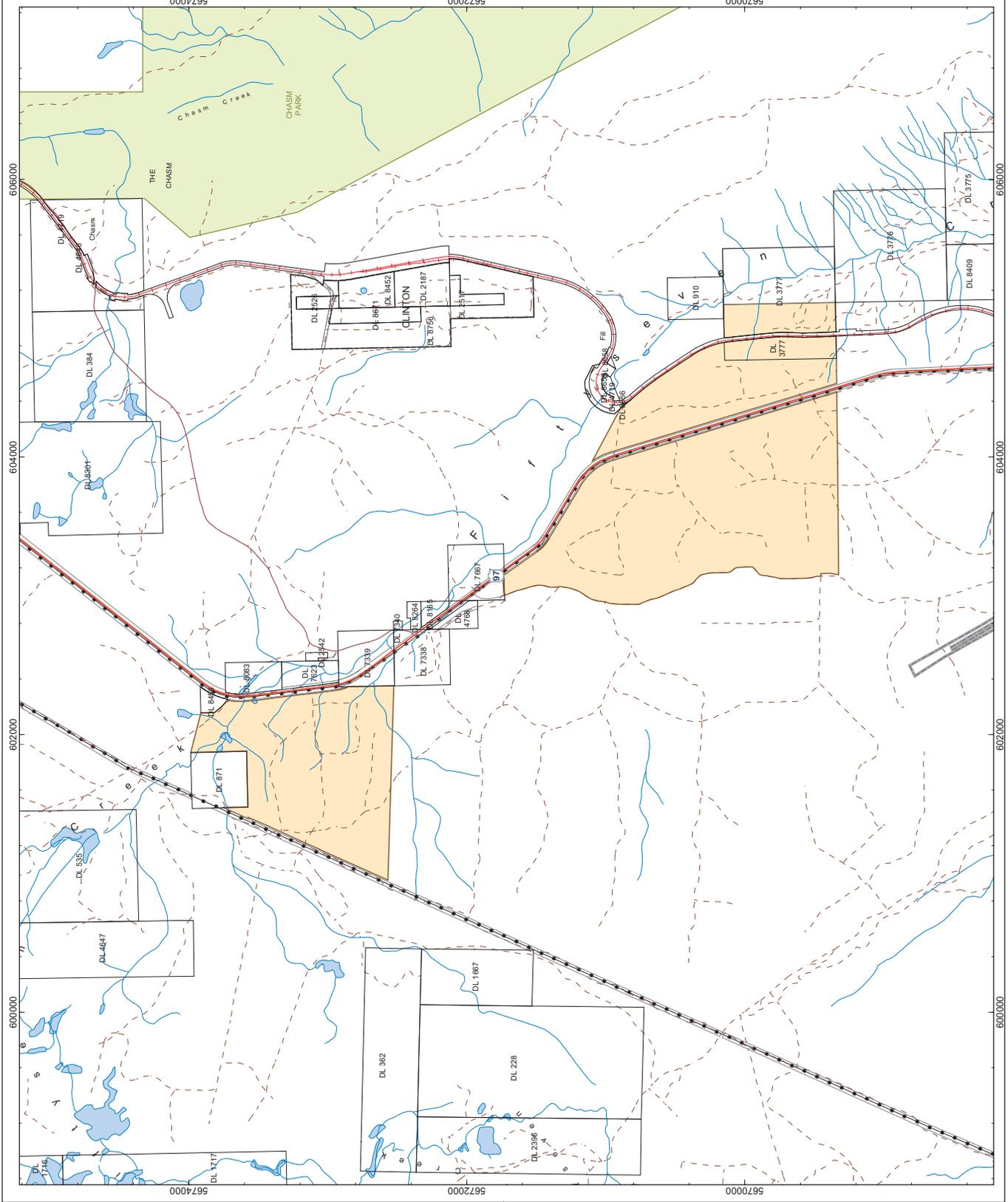
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE PROVINCE OR FEDERAL GOVERNMENT ARE NOT SHOWN. THIS MAP IS NOT A LEGAL INSTRUMENT AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.013 and 092P.023
 UTM Zone 10

Appendix B-2
 Plan 3-19



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc te Qelmuw Agreement-in-Principle

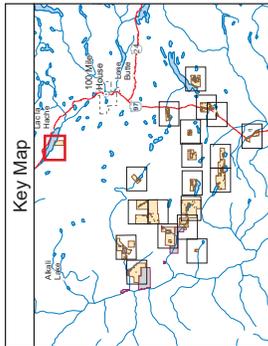
Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Sswe'emc Xgathem First Nation
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

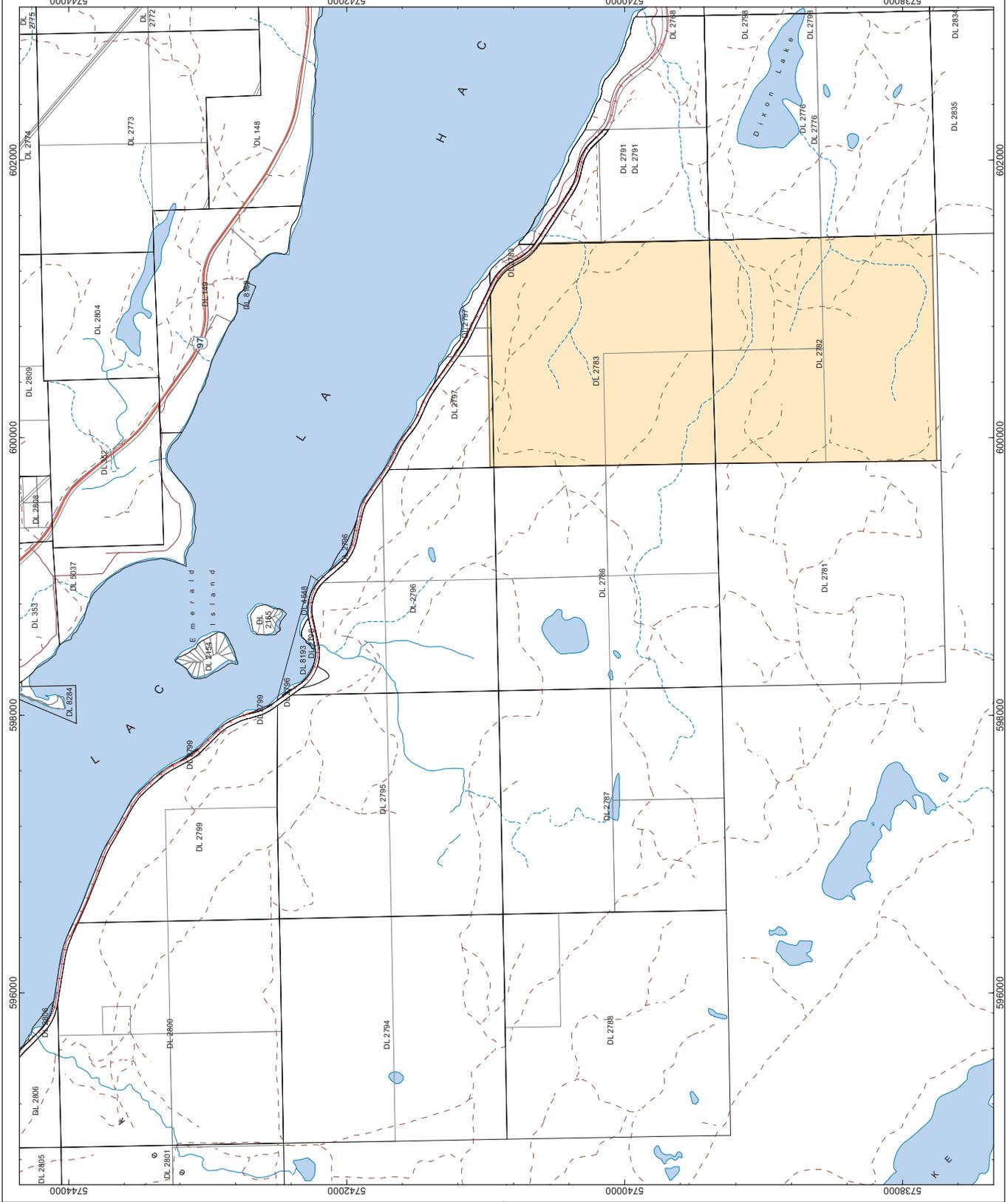
- ### Transportation
- Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF INDIAN LANDS ARE FOR INDIAN RESERVE LOCAL DESCRIPTION PURPOSES. JURISDICTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.073 and 092P.083
UTM Zone 10

Appendix B-2
Plan 3-20



Northern Secwepemc te Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

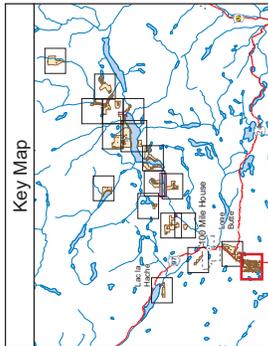
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

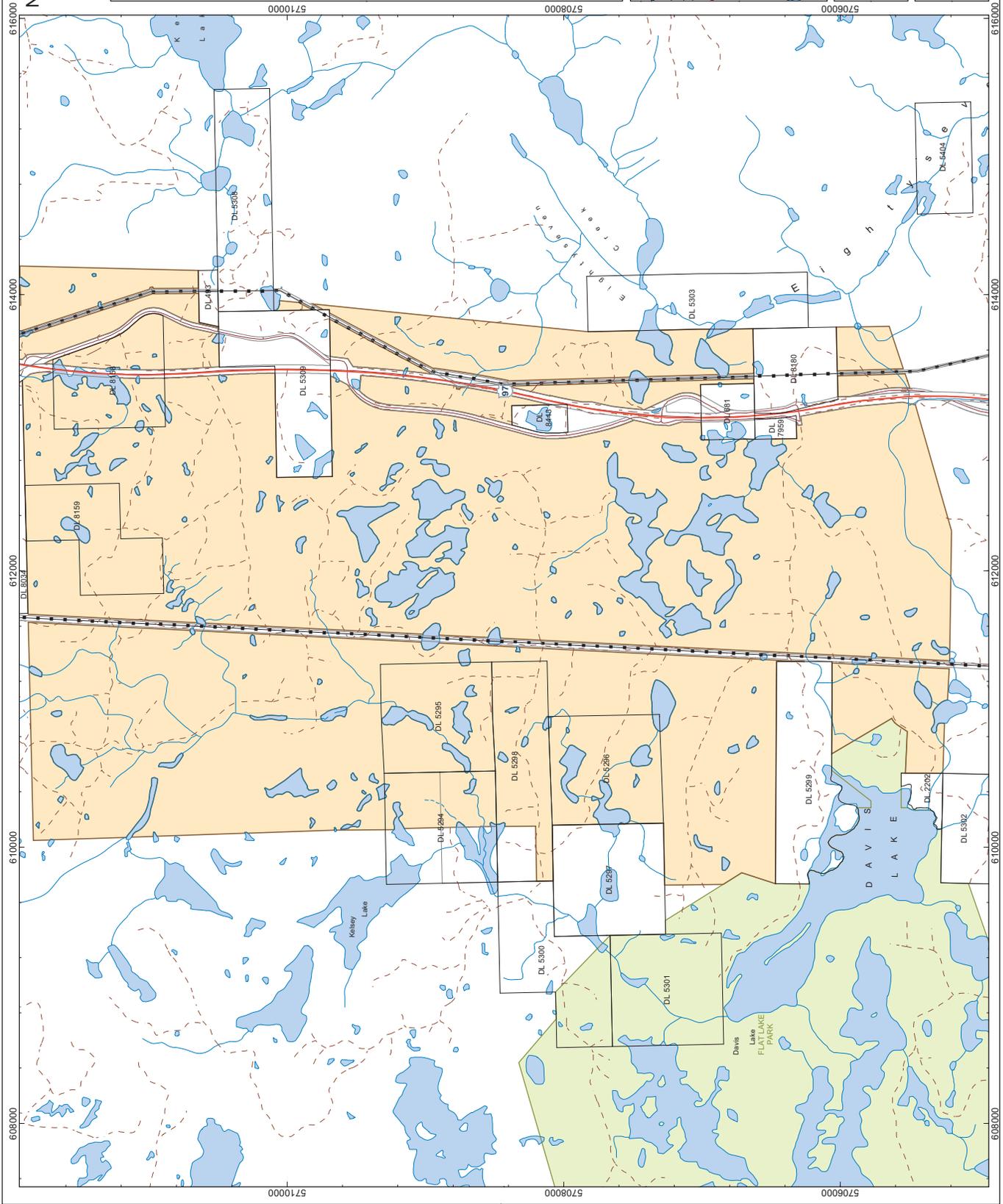
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OR INTERESTS IN RESERVES OR INTERESTS IN RESERVES ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION. RESERVES OR INTERESTS IN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCOS Mapsheet No.: 092P-043, 092P-044, 092P-053 and 092P-054
 UTM Zone 10

Appendix B-2
 Plan 4-1



Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

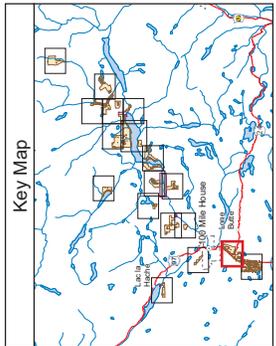
- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

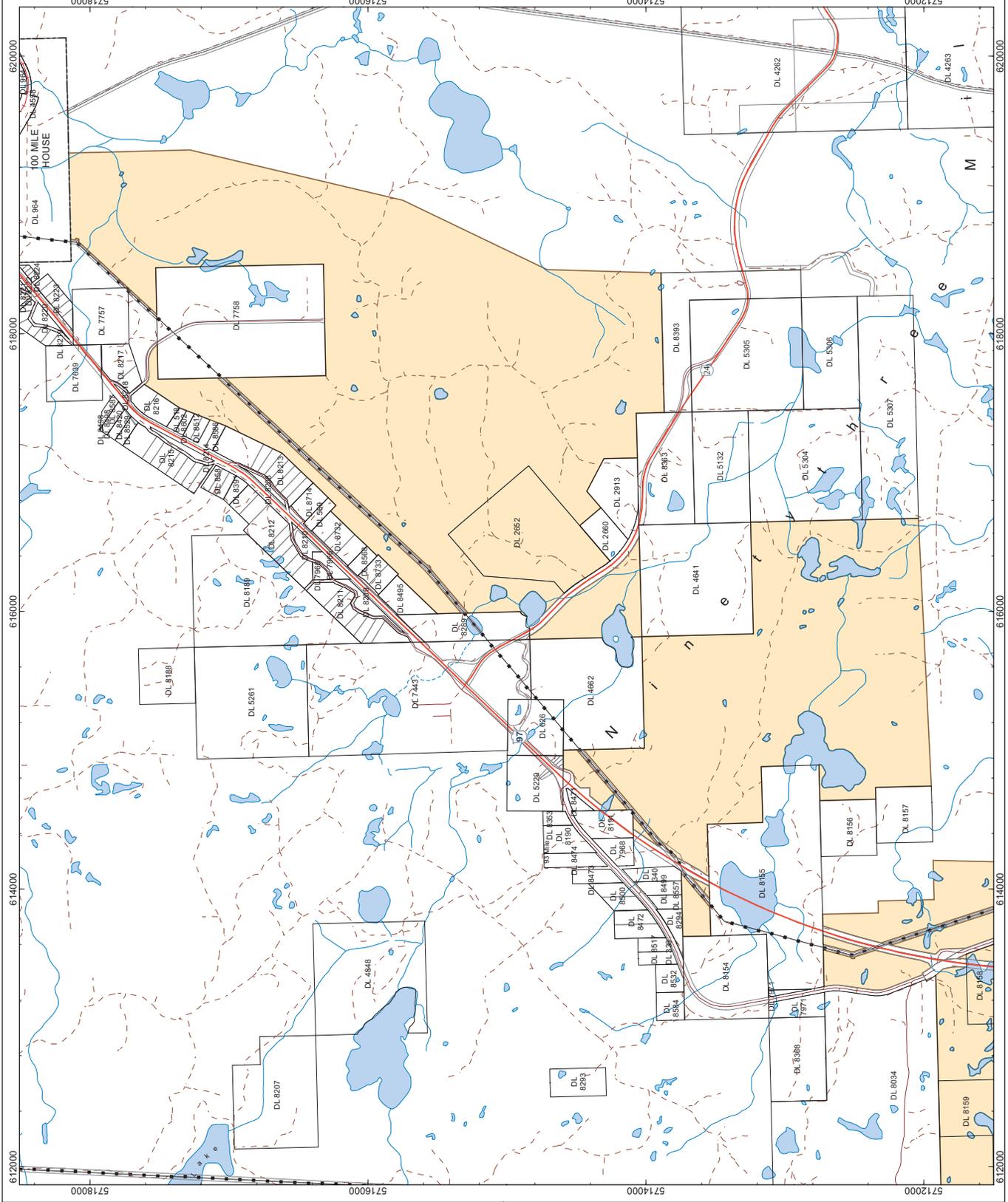
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OR INTERESTS IN LAND ARE NOT SHOWN. THIS MAP IS NOT A LEGAL DESCRIPTION OF LAND. FOR MORE INFORMATION ON RESERVES OR INTERESTS IN LAND, CONTACT THE BC LAND TITLE OFFICE. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

1:20,000
0 200 400
Metres



Base map derived from 1:20,000 TRIM data
Cadastra derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.054 and 092P.064
UTM Zone 10

Appendix B-2
Plan 4-2



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

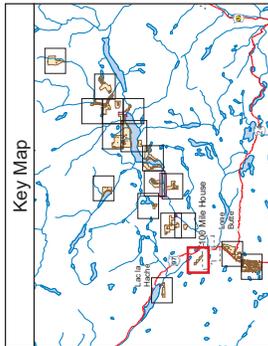
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

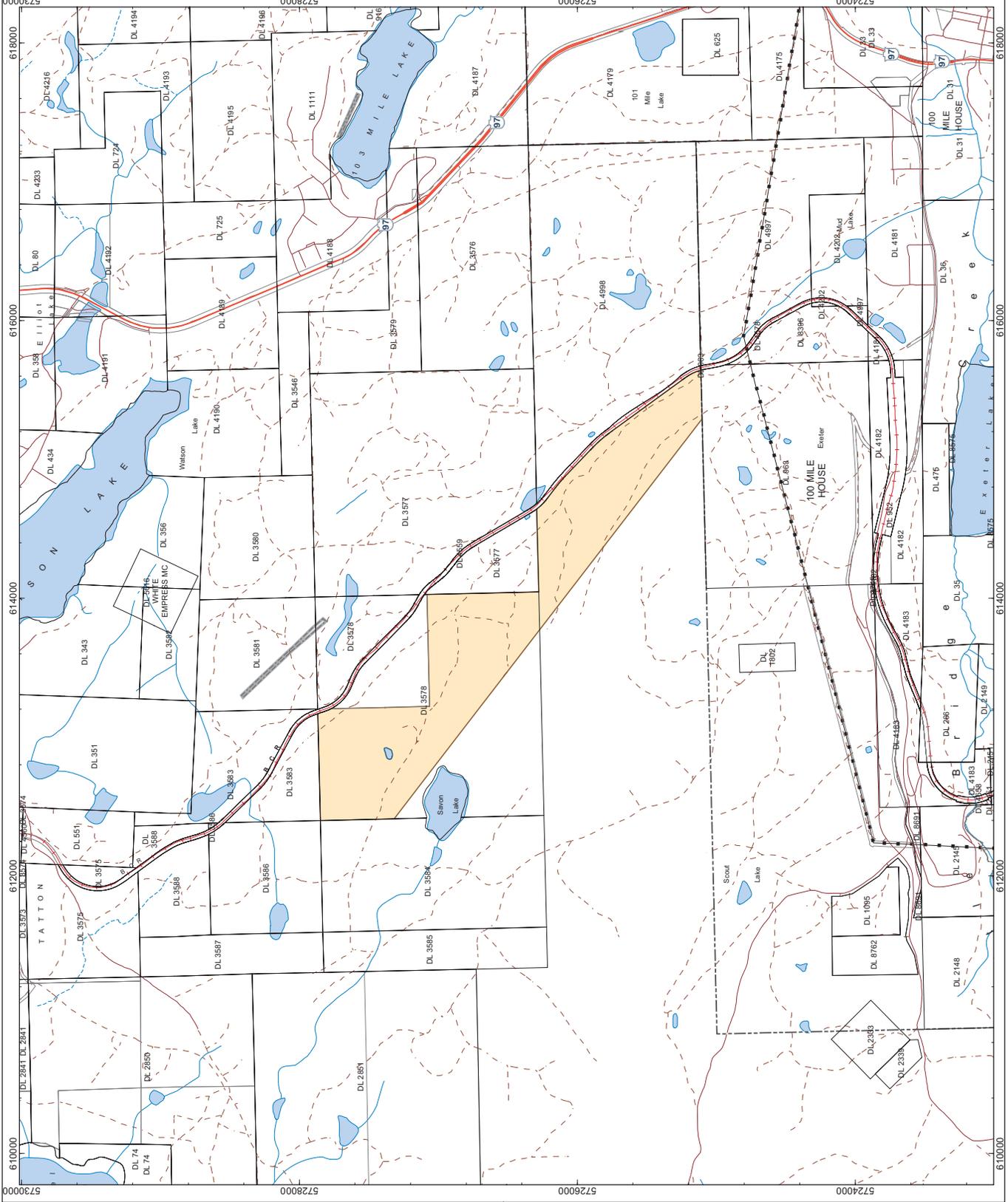
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES, SUBDIVISIONS AND OTHER INFORMATION FOR INDIAN RESERVE LAND DESCRIPTION PURPOSES, DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.064
UTM Zone 10

Appendix B-2
Plan 4-3



Note: the Parties will update the Appendices before the Effective Date.

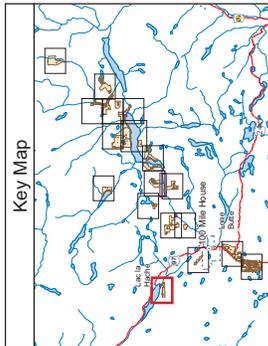
Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

- Legend**
- Former Provincial Crown Land
 - Former Indian Reserve of Canim Lake Band
 - Primary Survey Parcel
 - Subdivision Parcel
 - Provincial Protected Area
 - Municipality

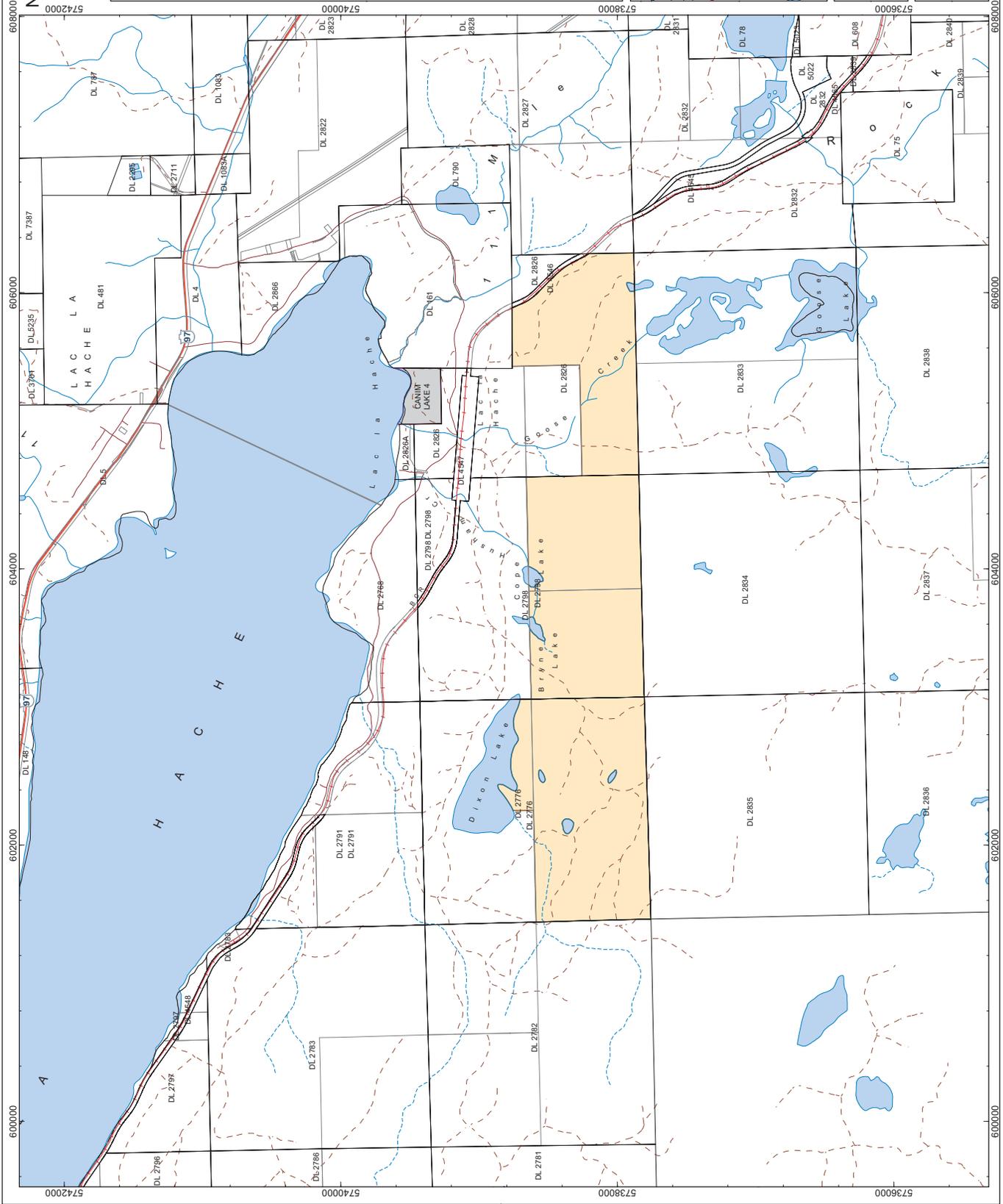
- Transportation**
- Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. IT IS NOT A LEGAL INSTRUMENT. THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.073
 UTM Zone 10

Appendix B-2
 Plan 4-4



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

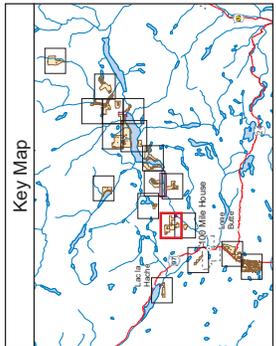
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

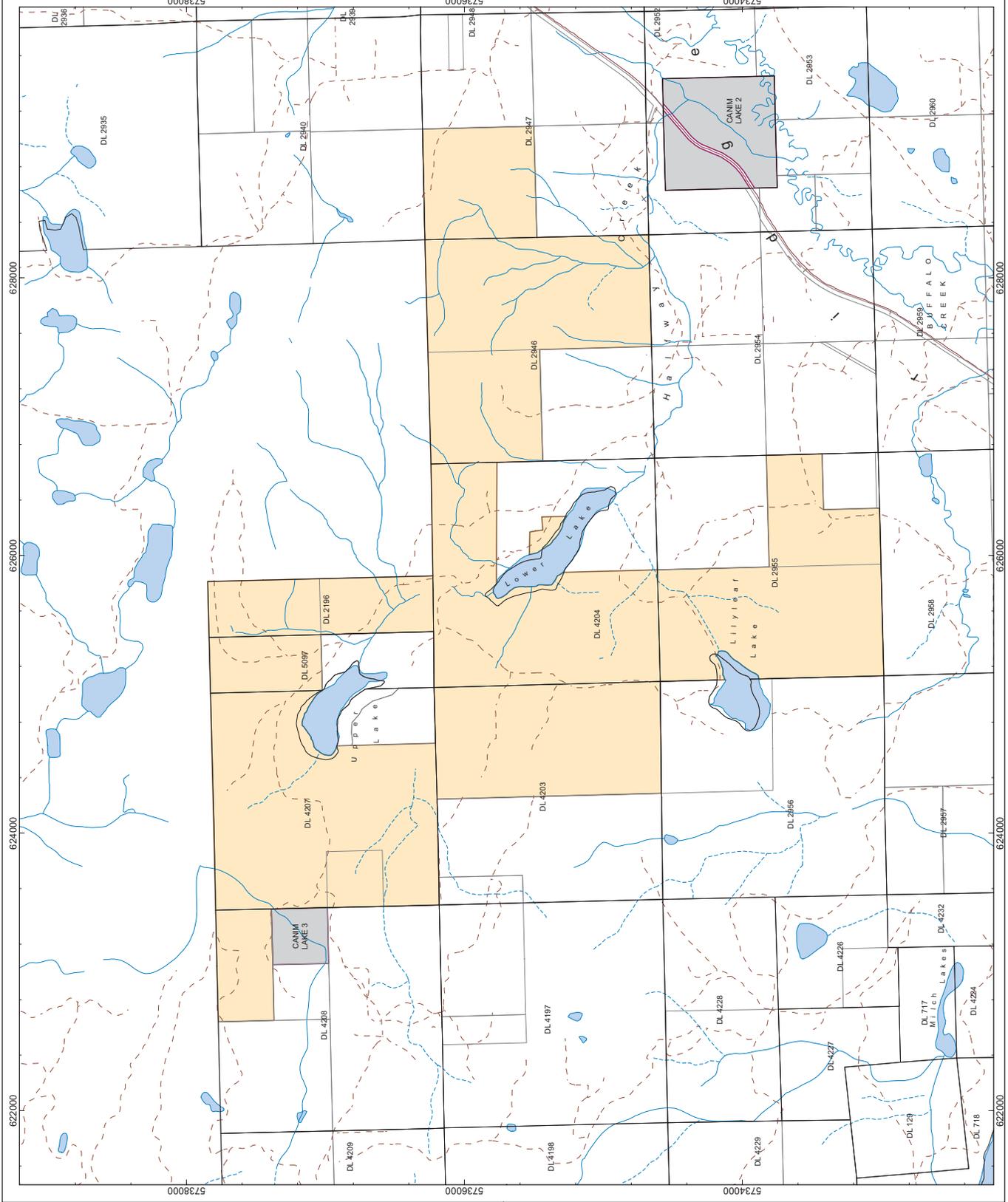
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR WAIVED. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.074 and 092P.075
UTM Zone 10

Appendix B-2
Plan 4-6



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

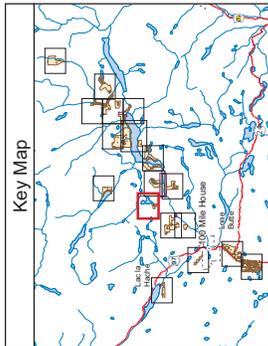
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

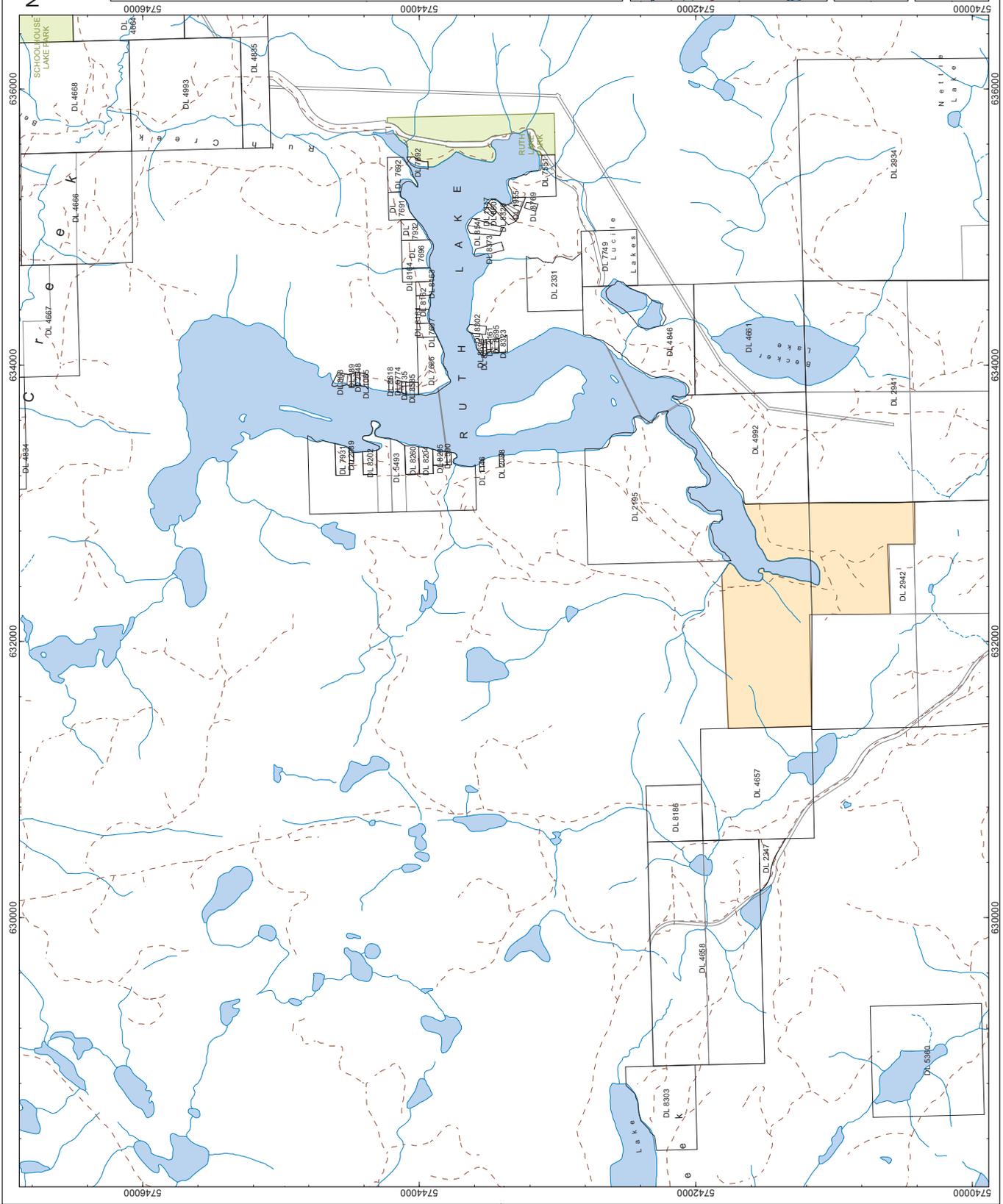
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES CAN BE SUBJECT TO CHANGE WITHOUT NOTICE. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.075 and 092P.085
 UTM Zone 10

Appendix B-2
 Plan 4-7



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

Legend

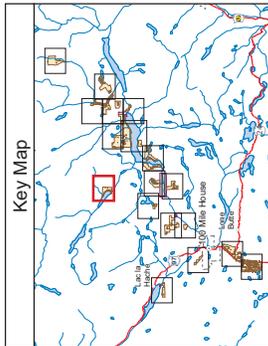
- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

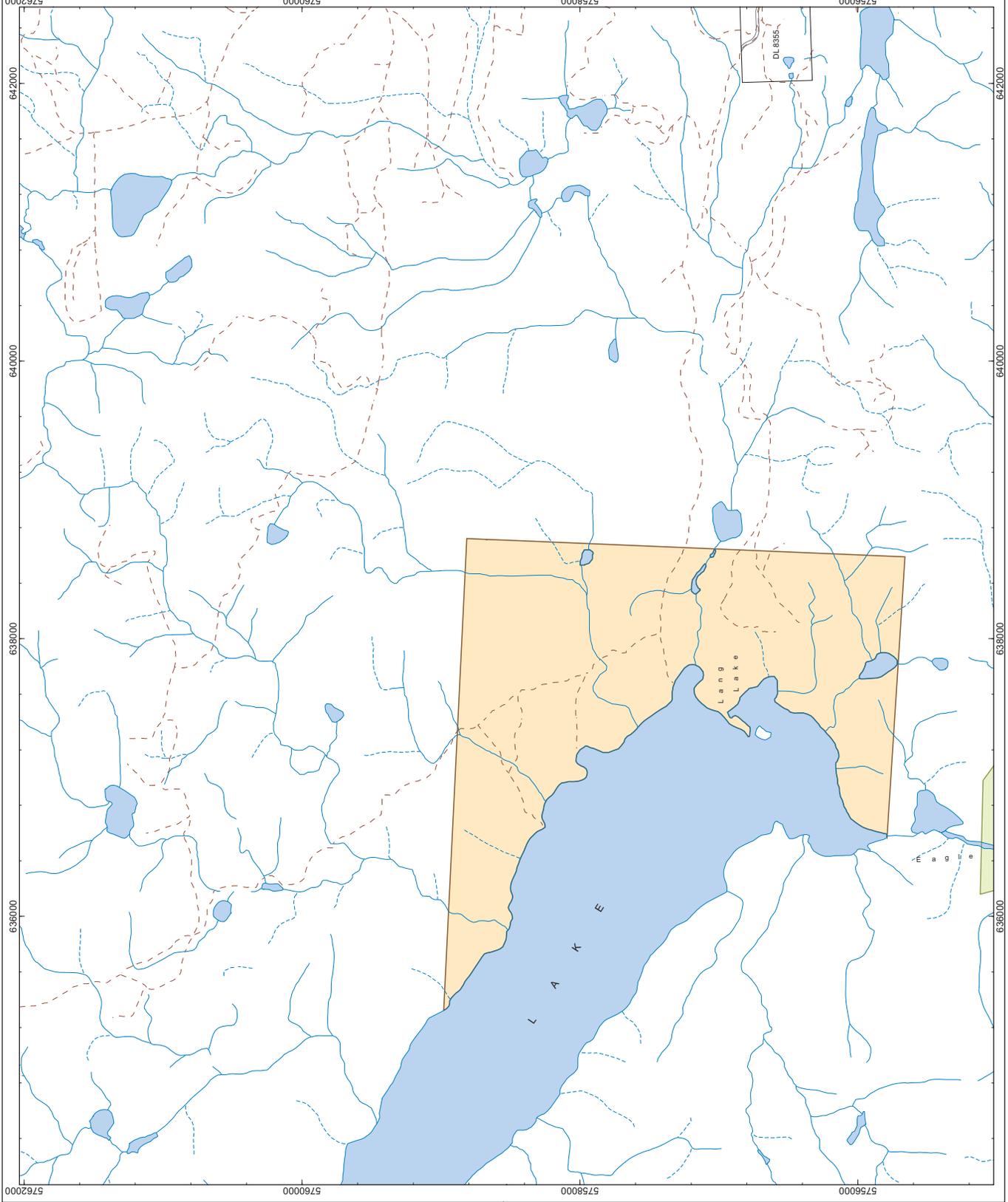
THIS MAP IS FOR USER INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA FOR ANY RESERVE OR LAND DESCRIPTION PURPOSES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA FOR ANY RESERVE OR LAND DESCRIPTION PURPOSES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA FOR ANY RESERVE OR LAND DESCRIPTION PURPOSES.

1:20,000
0 200 400
Metres



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.095 and 092P.096
UTM Zone 10

Appendix B-2
Plan 4-8



Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

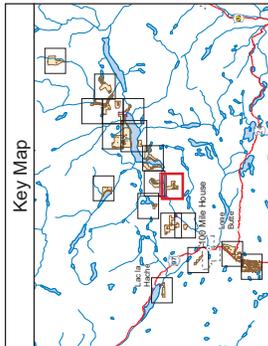
Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS ARE RESERVED FOR INDIAN RESERVES AND LAND DESCRIPTION PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

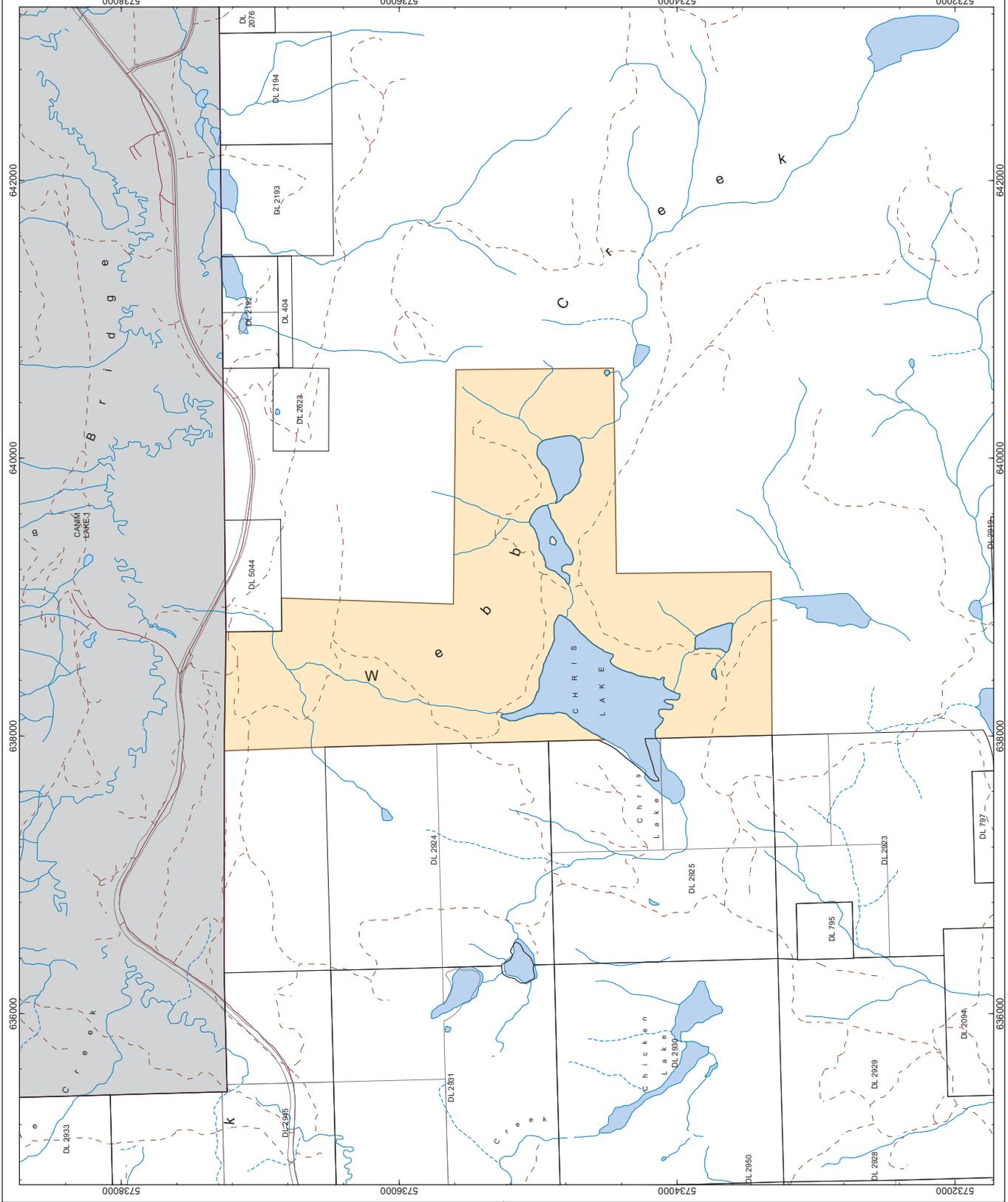


 1:20,000
 0 200 400
 Metres



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.075 and 092P.076
 UTM Zone 10

Appendix B-2
 Plan 4-9



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

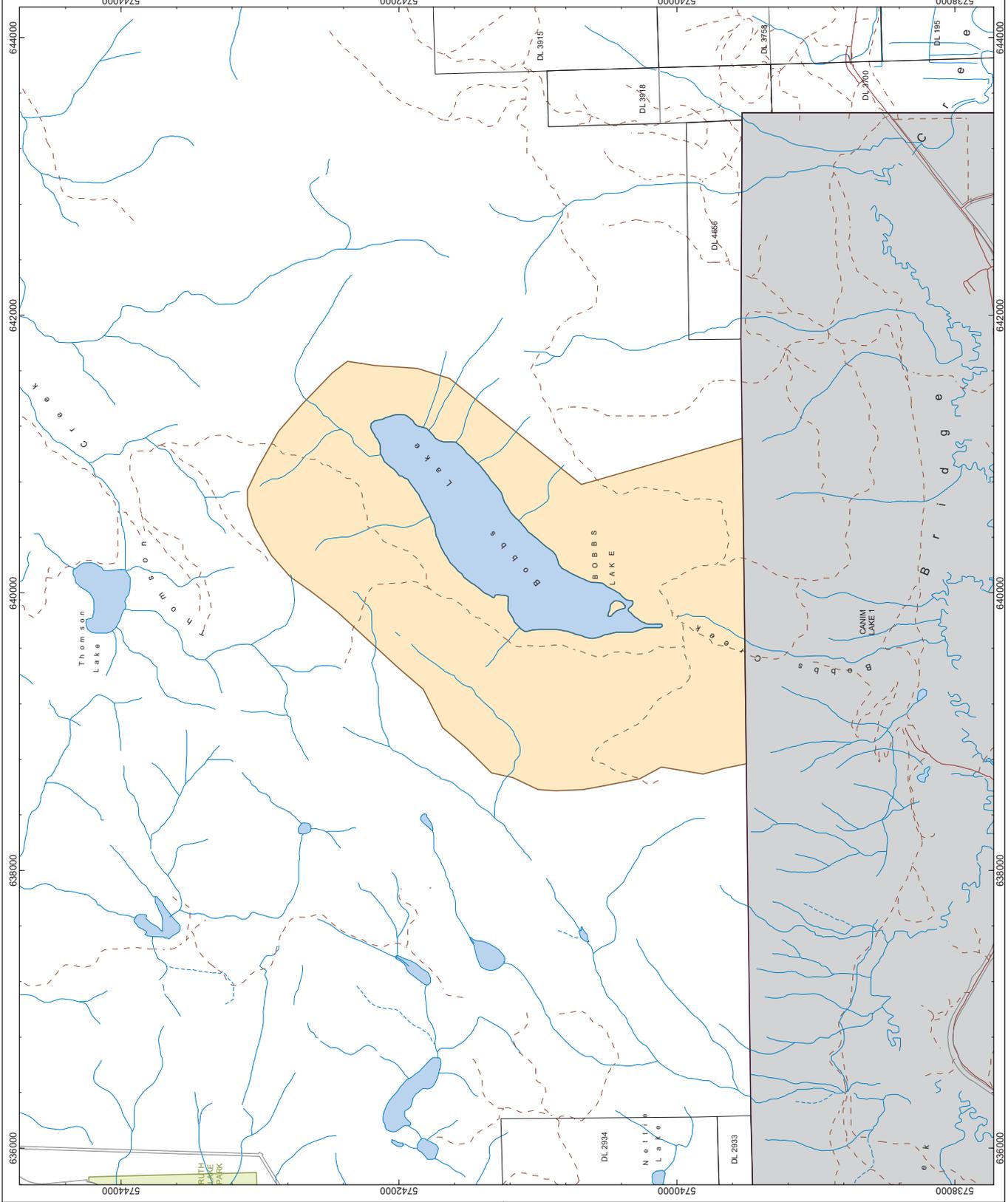
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS OF THE CANIM LAKE BAND AND THE PROVINCE OF BRITISH COLUMBIA ARE NOT INTENTIONALLY REPRESENTED ON THIS MAP AND SHOULD BE CONSULTED FOR MORE DETAILED INFORMATION. THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.

1:20,000
0 200 400
Metres

Key Map

Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.076 and 092P.086
UTM Zone 10

Appendix B-2
Plan 4-10



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

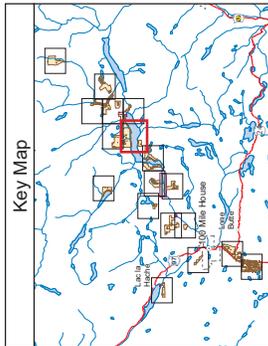
Legend

- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

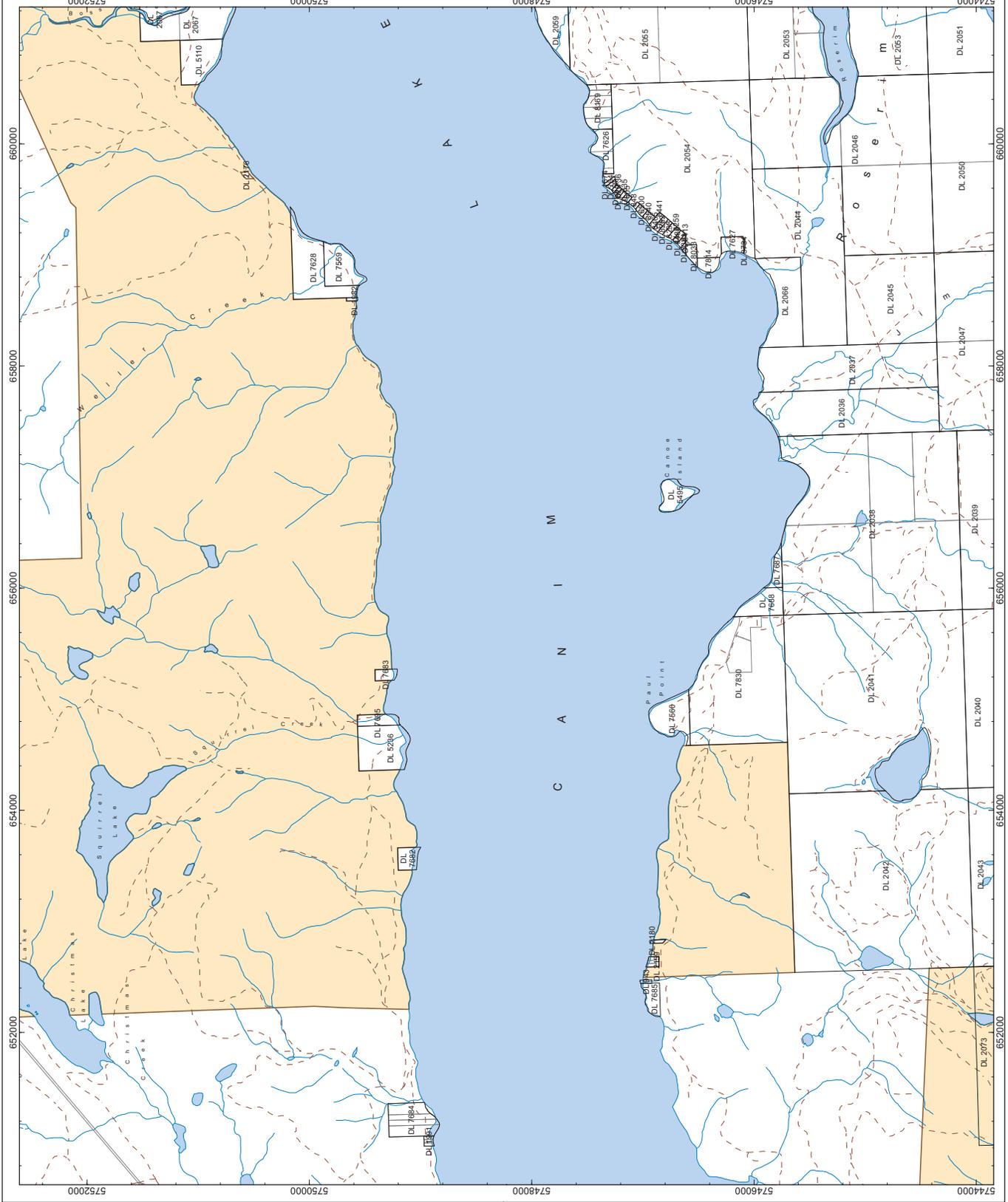
- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THIS MAP IS NOT TO BE USED FOR LEGAL DESCRIPTION PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRM data
Cadastra derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet
BCGS Mapsheet No.: 092P.086, 092P.087 and 092P.097
UTM Zone 10

Appendix B-2
Plan 4-12



Note: the Parties will update the Appendices before the Effective Date.

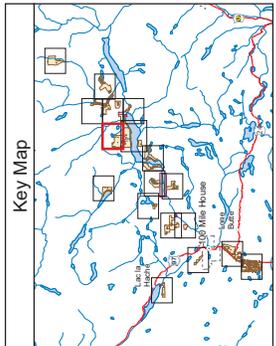
Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend	
	Former Provincial Crown Land
	Former Indian Reserve of Canim Lake Band
	Primary Survey Parcel
	Subdivision Parcel
	Provincial Protected Area
	Municipality
Transportation	
	Road (Paved)
	Road (Gravel)
	Electrical Transmission Line

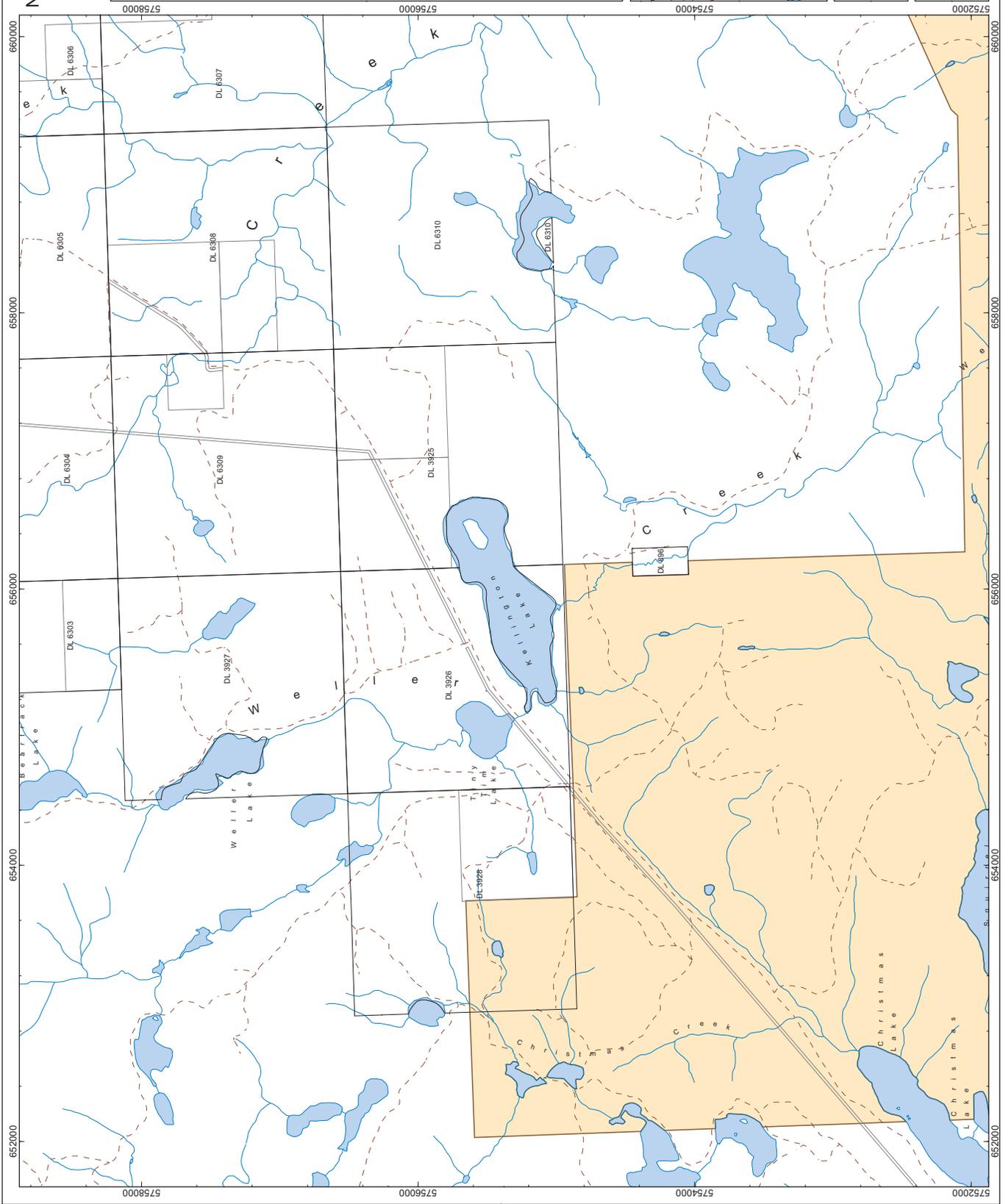
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE DESIGNATIONS ARE FOR INFORMATIONAL PURPOSES ONLY. RESERVE DESIGNATIONS ARE NOT TO BE USED FOR ANY RESERVE LEGAL DESCRIPTION PURPOSES. ADDITIONAL INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

Scale: 1:20,000
0 200 400 Metres

Base map derived from 1:20,000 TRM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.087 and 092P.097
 UTM Zone 10

Appendix B-2
 Plan 4-13



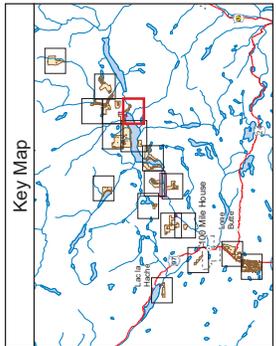
Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

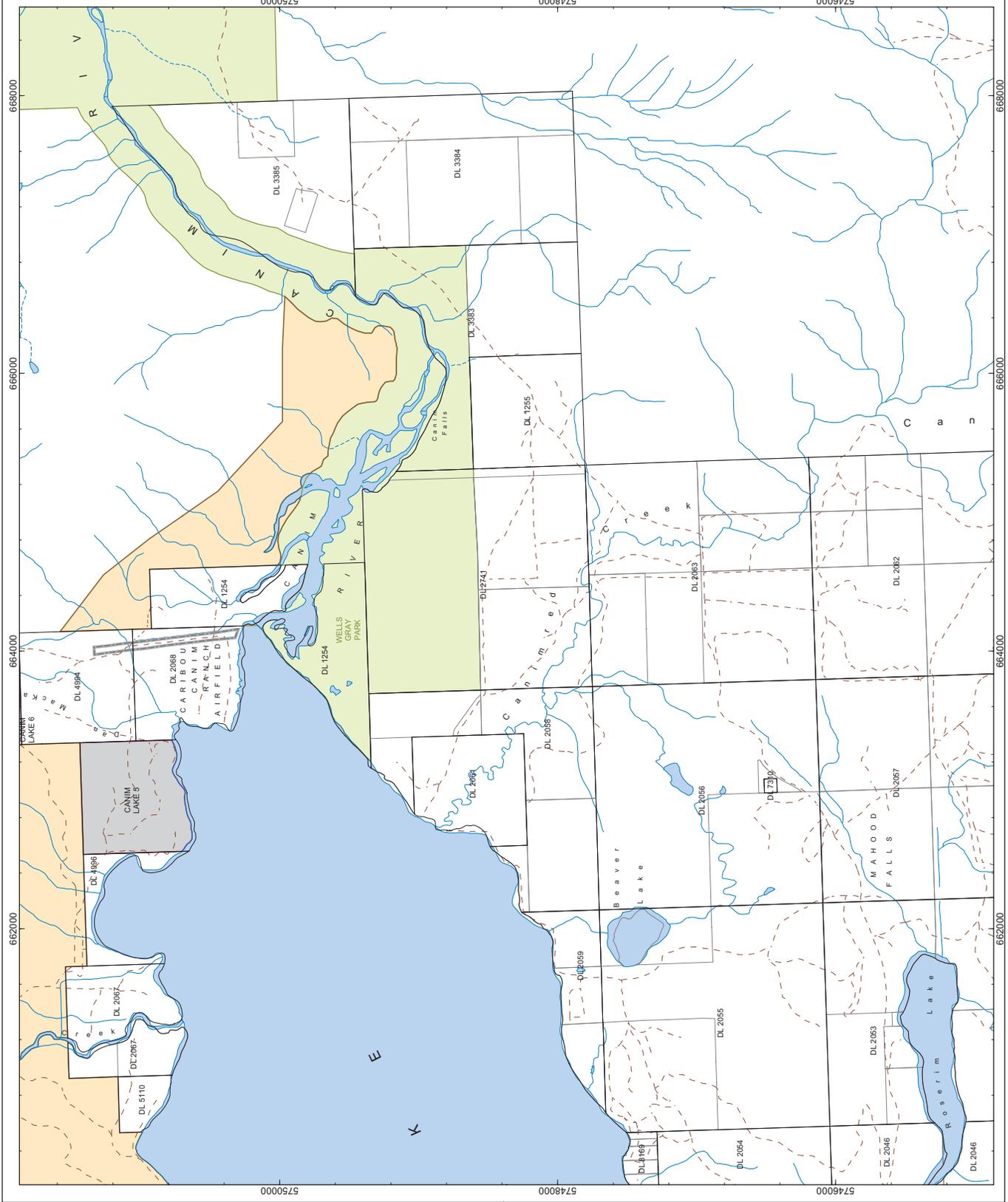
- Former Provincial Crown Land
 - Former Indian Reserve of Canim Lake Band
 - Primary Survey Parcel
 - Subdivision Parcel
 - Provincial Protected Area
 - Municipality
-
- Transportation**
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line

THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS ARE RESERVED FOR INDIAN RESERVES AND LAND DESCRIPTION PURPOSES. DIRECTIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet
 BCGS Mapsheet No.: 092P.087 and 092P.088
 UTM Zone 10

Appendix B-2
 Plan 4-14



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

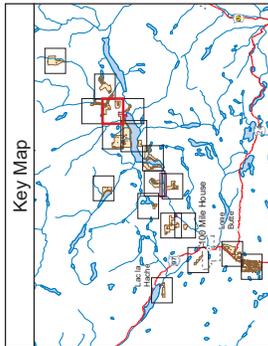
- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

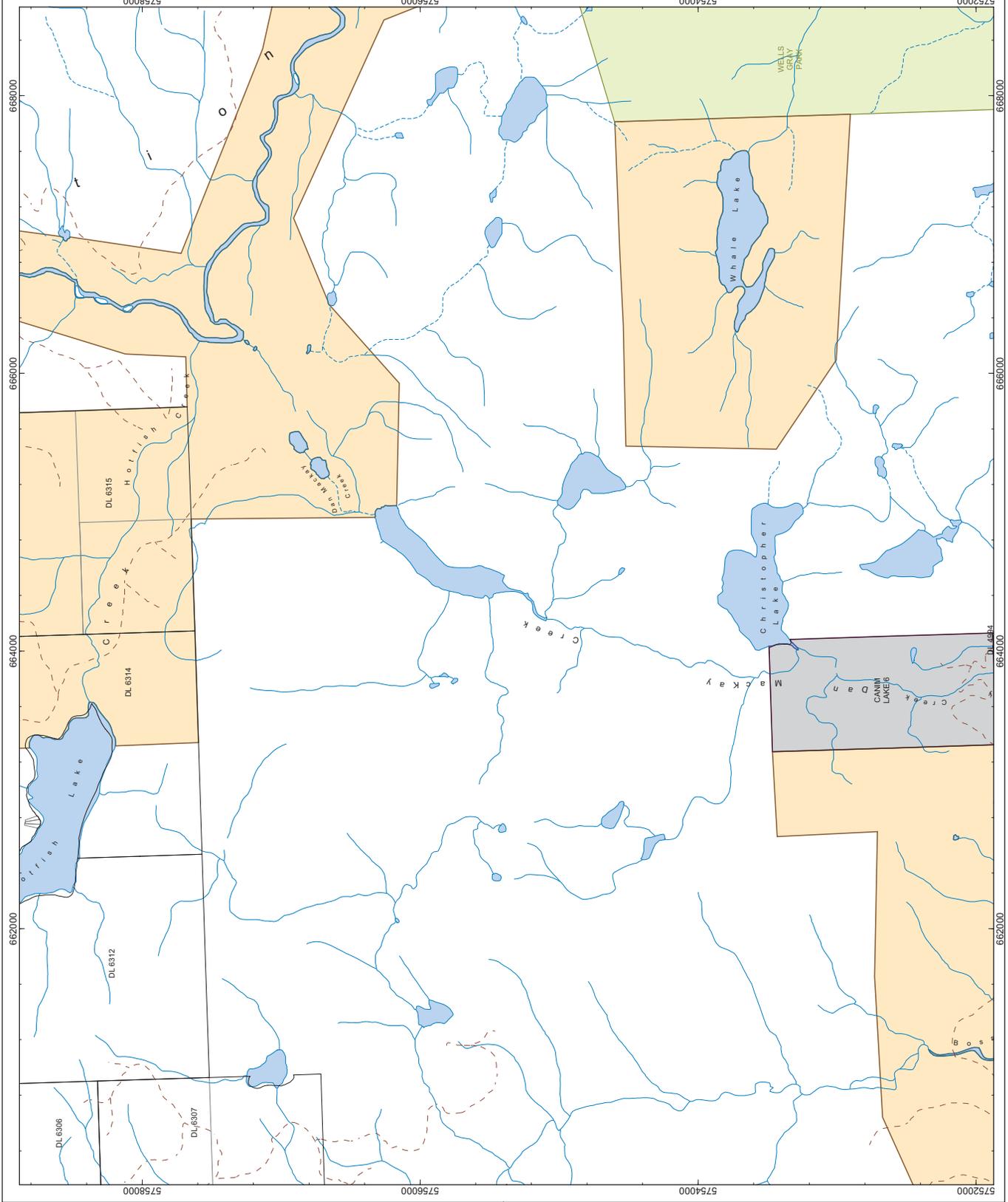
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVES OF THE CROWN ARE NOT SHOWN ON THIS MAP. THIS MAP IS NOT A LEGAL DESCRIPTION AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN FOR ILLUSTRATIVE PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

Scale: 1:20,000
0 200 400 Metres



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Lillooet and Kamloops Division Yale District
BCSG Mapsheet No.: 092P-067, 092P-068, 092P-097 and 092P-098
UTM Zone 10

Appendix B-2
Plan 4-15



Northern Secwepemc to Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

Legend	
	Former Provincial Crown Land
	Former Indian Reserve of Canim Lake Band
	Primary Survey Parcel
	Subdivision Parcel
	Provincial Protected Area
	Municipality
Transportation	
	Road (Paved)
	Road (Gravel)
	Electrical Transmission Line

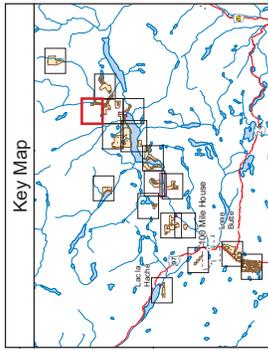
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT SHOWN. THIS MAP IS NOT A LEGAL INSTRUMENT AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE INFORMATION ON THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.

1:20,000



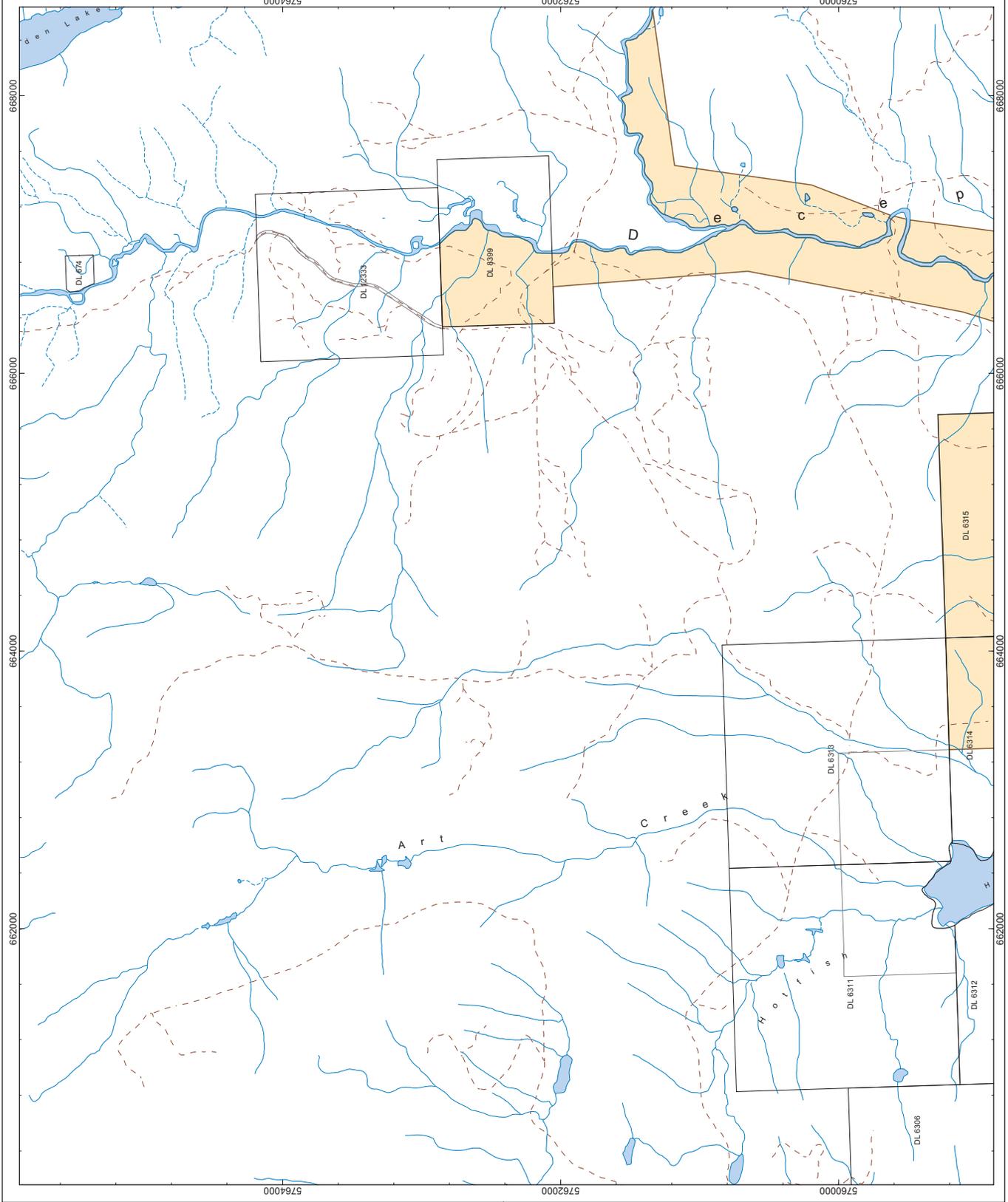
Metres





Base map derived from 1:20,000 TRIM data
 Cadastre derived from Crown Land Registry
 Services and Land Title Office
 Land District: Lillooet and Kamloops Division Yale District
 BC Geopackage No.: 092P-097, 092P-098, 093A, 007 and
 093B
 UTM Zone 10

Appendix B-2
Plan 4-16



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc to Qelmu'cw Agreement-in-Principle

Former Provincial Crown Land

Legend

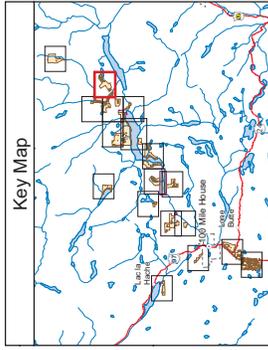
- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

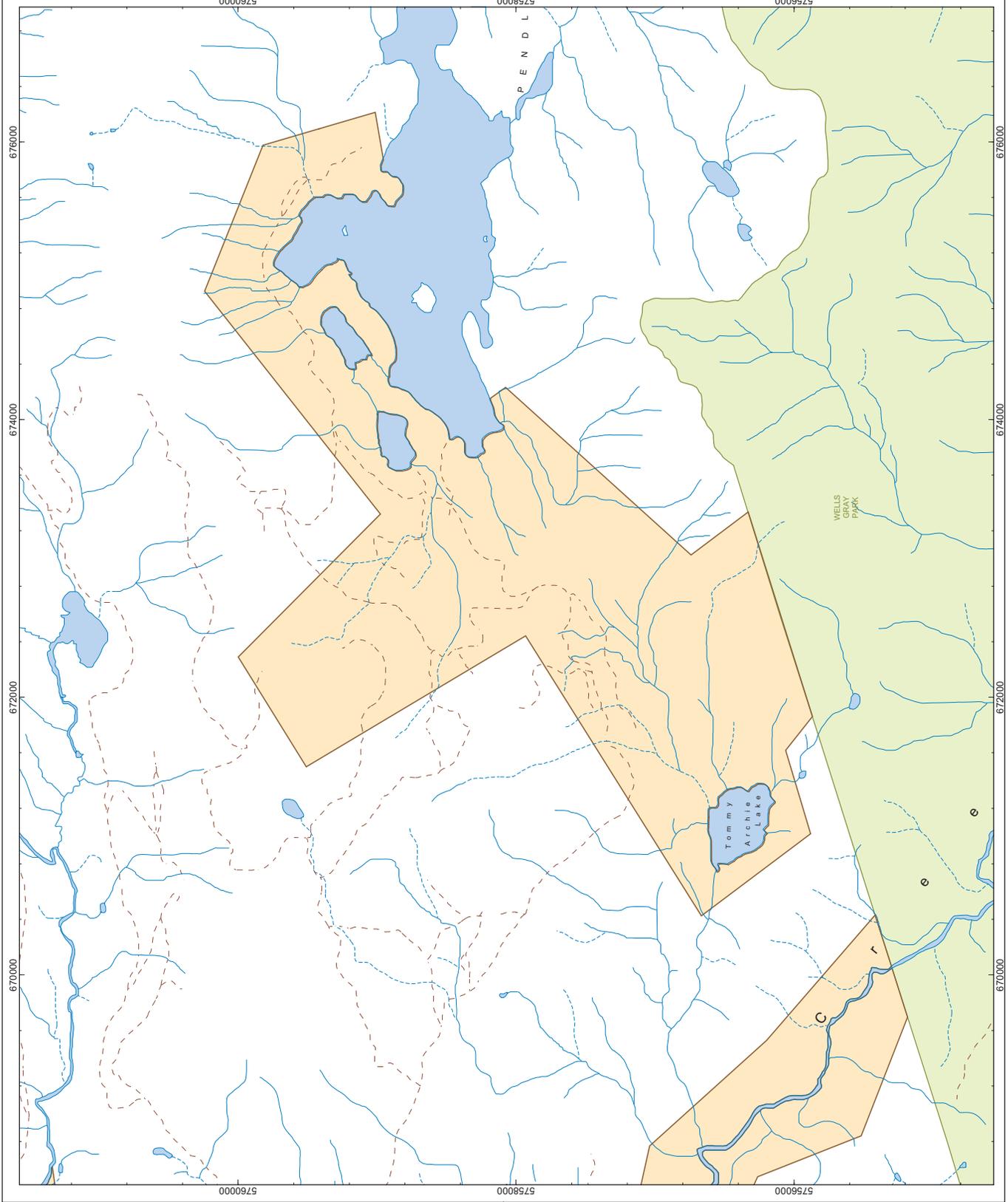
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE IDENTIFICATION FOR INDIAN RESERVE LAND DESCRIPTION PURPOSES. IDENTIFICATIONS OF INDIAN RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

1:20,000
0 200 400
Metres



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Kamloops Division Yale District
BCGS Mapsheet No.: 092P.098
UTM Zone 10

Appendix B-2
Plan 4-17



Northern Secwepemc to Gelmuw Agreement-in-Principle

Former Provincial Crown Land

Legend

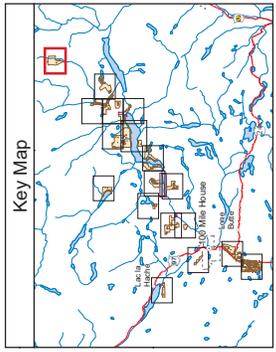
- Former Provincial Crown Land
- Former Indian Reserve of Canim Lake Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincial Protected Area
- Municipality

Transportation

- Road (Paved)
- Road (Gravel)
- Electrical Transmission Line

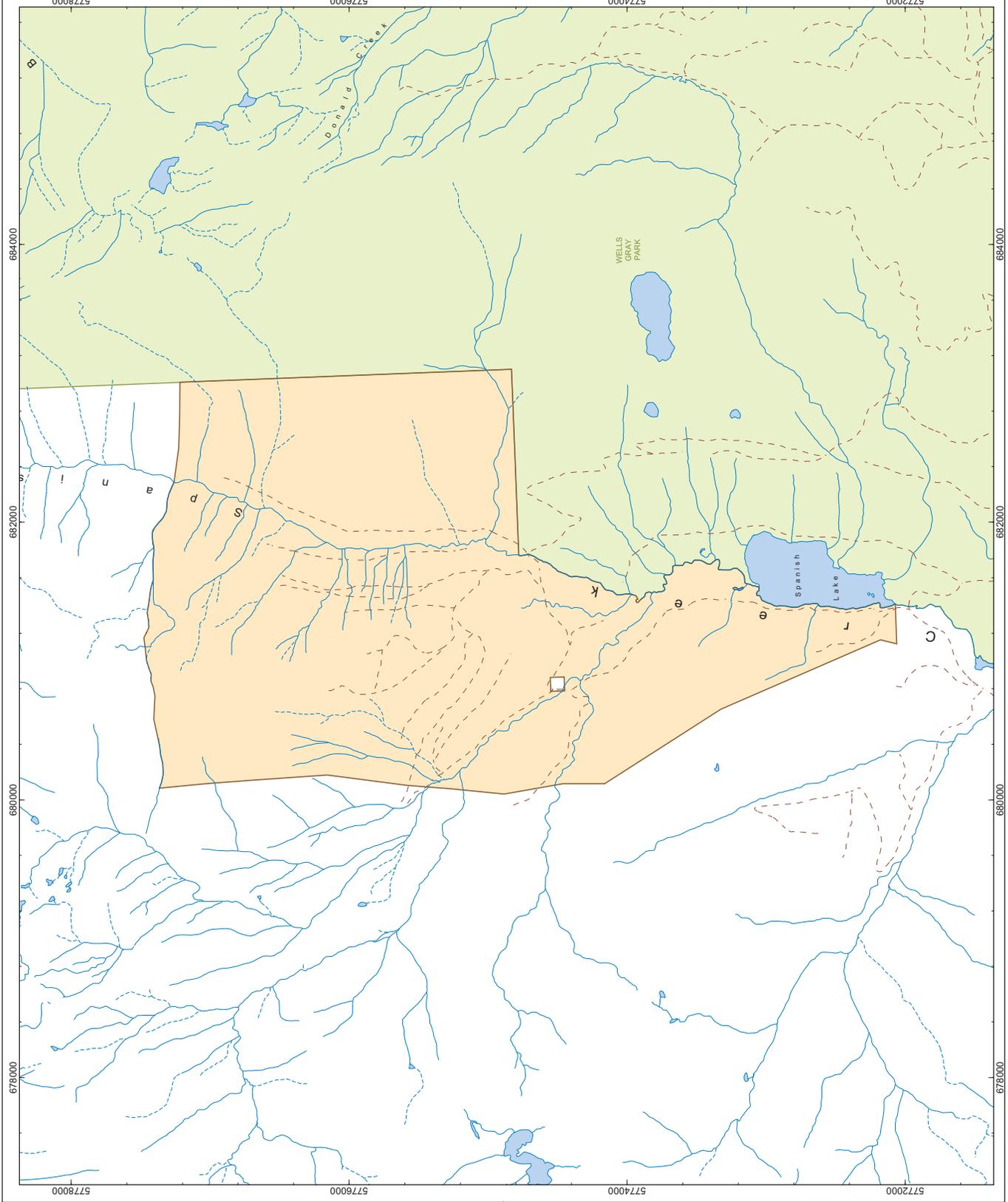
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE IDENTIFICATION NUMBERS OR OTHER IDENTIFICATION NUMBERS ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR IDENTIFICATION PURPOSES. IDENTIFICATION NUMBERS OR OTHER IDENTIFICATION NUMBERS ARE NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

Scale: 1:20,000
0 200 400 Metres



Base map derived from 1:20,000 TRIM data
Cadastral derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093A, 009 and 089A, 019
UTM Zone 10

Appendix B-2
Plan 4-18



Appendix B-3: Maps of Former Private Fee Simple Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX C: ADDITIONAL LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix C-1: Maps of Former Federal Crown Land

Appendix C-2: Maps of Former Provincial Crown Land

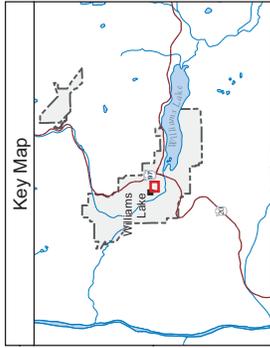
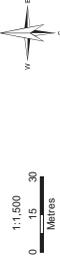
Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc te Qelmu'cw Agreement-in-Principle

Former Federal Crown Land

- Legend**
- Former Federal Crown Land
 - Subdivision Parcel
 - Transportation
 - Road (Paved)

THIS MAP MUST BE USED FOR REFERENCE ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A STATEMENT OF FACT. THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Services and Land Title Office
Land District: Cariboo
BCGS Mapsheet No.: 093B.020
UTM Zone 10

Appendix C-1
Plan 1



Note: the Parties will update the Appendices before the Effective Date.

Northern Secwepemc te Qelmuw Agreement-in-Principle

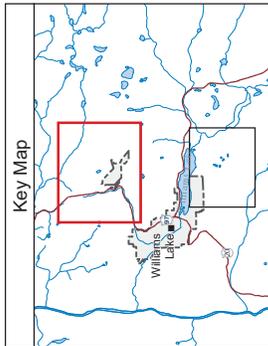
Former Provincial Crown Land

Legend

- Former Provincial Crown Land
- Former Indian Reserve of Soda Creek Band
- Primary Survey Parcel
- Subdivision Parcel
- Provincially Protected Area
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Electrical Transmission Line
 - Airstrip

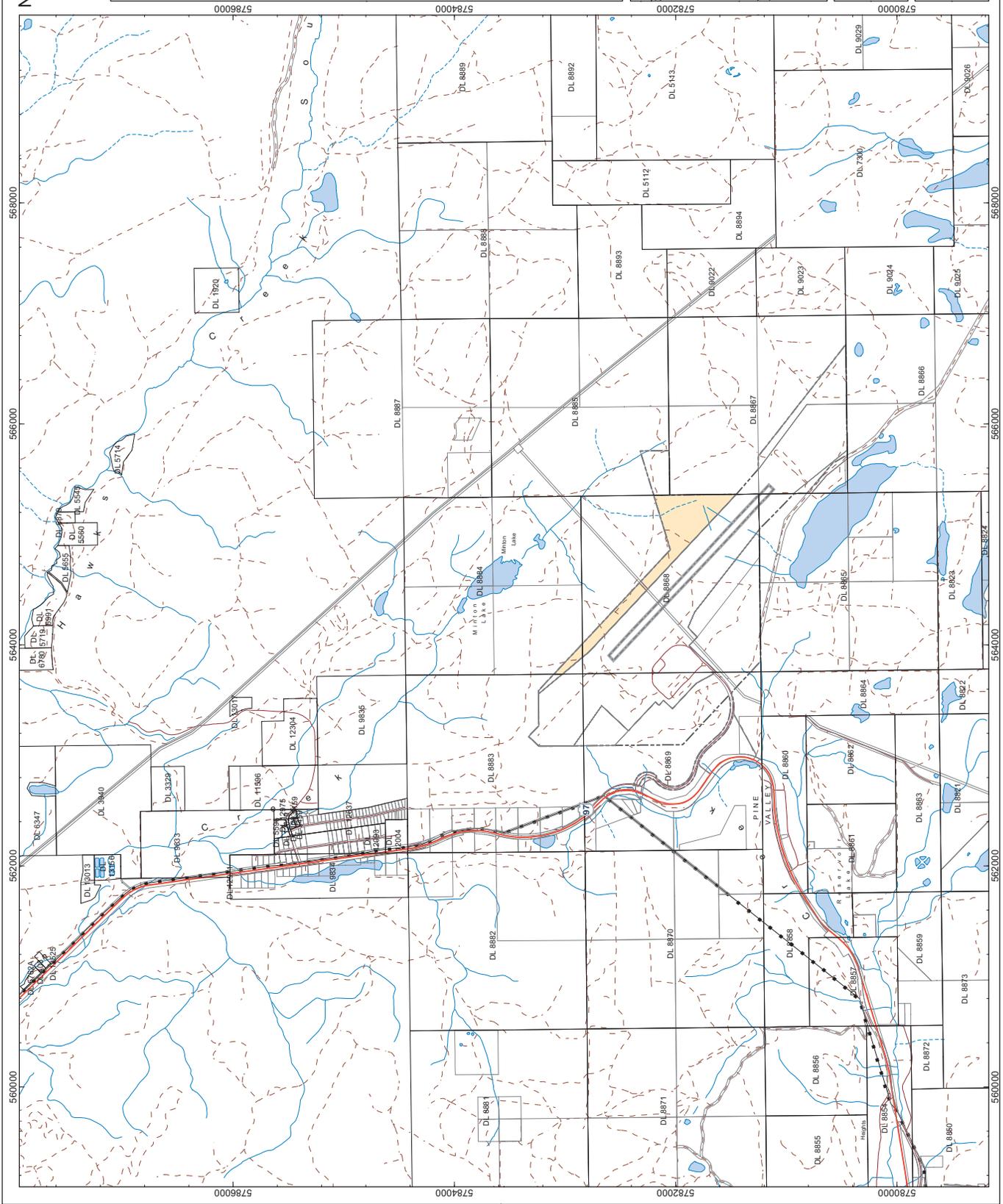
THIS MAP MUST BE USED FOR REFERENCE ONLY. RESERVE RIGHTS AND INTERESTS IN LAND ARE NOT INTENTIONALLY EXCLUDED OR WAIVED. THIS MAP IS NOT A LEGAL INSTRUMENT AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES ONLY. RESERVES ON THIS MAP ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY.

1:25,000
0 250 500
Meters



Base map derived from 1:20,000 TRIM data
Cadastre derived from Crown Land Registry
Land District: Cariboo
BCGS Mapsheet No.: 093B.020
UTM Zone 10

Appendix C-2
Plan 1



APPENDIX D: NStQ PRIVATE LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX E: LIST OF CROWN CORRIDORS EXCLUDED FROM NSTQ TREATY SETTLEMENT LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix No.	Road	Excluded Road Width (metres)
B-2, Plan 1-1 <ul style="list-style-type: none"> • Williams Lake Cut-Off Road runs through DL965 • Highway 97 and Blue Lake Road run through DL12014 	<ul style="list-style-type: none"> • Highway 97 • Williams Lake Cut-Off Road • Blue Lake Road 	
B-2, Plan 1-4	<ul style="list-style-type: none"> • Mountain House Road 	
B-2, Plan 1-5	<ul style="list-style-type: none"> • Likely Road 	
B-2, Plan 1-6	<ul style="list-style-type: none"> • Springfield Road • Soda Creek Road • Buckskin Road 	
B-2, Plan 1-11	<ul style="list-style-type: none"> • Haggens Point Road 	
B-2, Plan 2-1 (White Road runs through DL8827)	<ul style="list-style-type: none"> • White Road 	
B-2, Plan 2-2	<ul style="list-style-type: none"> • Bond Lake Road 	
B-2, Plan 2-3	<ul style="list-style-type: none"> • Felker Road 	
B-2, Plan 2-4 (Chimney Lake Road runs through Sec. 22 TP 45)	<ul style="list-style-type: none"> • Chimney Lake Road 	
B-2, Plan 2-6 (Likely Road runs through DL9033)	<ul style="list-style-type: none"> • Radio Range Road • Likely Road 	
B-2, Plan 2-7 (Spokin Lake Road runs through corner of DL 6369)	<ul style="list-style-type: none"> • Spokin Lake Road 	
B-2, Plan 2-8	<ul style="list-style-type: none"> • Pigeon Road • Redeau Lake Road 	
B-2, Plan 2-10 <ul style="list-style-type: none"> • Eastern end of Horsefly-Quesnel Lake Road runs across southern edge of TSL on Horsefly Peninsula 	<ul style="list-style-type: none"> • Winkley Creek Road • Horsefly-Quesnel Lake Road 	
B-2, Plan 2-11	<ul style="list-style-type: none"> • Spanish Lake Road 	
B-2, Plan 3-2	<ul style="list-style-type: none"> • Upper Dog Creek Road 	
B-2, Plan 3-4	<ul style="list-style-type: none"> • Dog Creek Road 	
B-2, Plan 3-8	<ul style="list-style-type: none"> • Meadow Lake Road • Poison Lake Road 	
B-2, Plan 3-9	<ul style="list-style-type: none"> • Meadow Lake Road 	
B-2, Plan 3-10	<ul style="list-style-type: none"> • Meadow Lake Road • Lake Drive 	
B-2, Plan 3-13	<ul style="list-style-type: none"> • Big Bar Road • Marriott Road 	

Appendix No.	Road	Excluded Road Width (metres)
B-2, Plan 3-14	<ul style="list-style-type: none"> • Sorley Road • Meadow Lake Road 	
B-2, Plan 3-15	<ul style="list-style-type: none"> • Bullock Lake Road 	
B-2, Plan 3-16	<ul style="list-style-type: none"> • N. Bonaparte Road • Green Lake South Road 	
B-2, Plan 3-17	<ul style="list-style-type: none"> • Highway 97 • Cunningham Road 	
B-2, Plan 3-19	<ul style="list-style-type: none"> • Meadow Lake Road • Highway 97 	
B-2, Plan 4-1	<ul style="list-style-type: none"> • Highway 97 • 87 Mile Loop Road • 90 Mile Loop Road 	
B-2, Plan 4-2	<ul style="list-style-type: none"> • Highway 97 • Little Fort Highway 24 	
B-2, Plan 4-5	<ul style="list-style-type: none"> • Back Valley Road 	
B-2, Plan 4-6	<ul style="list-style-type: none"> • Archie Meadow Road 	
B-2, Plan 4-7	<ul style="list-style-type: none"> • Ruth Lake Road 	
B-2, Plan 4-9	<ul style="list-style-type: none"> • Chris Lake Road 	
B-2, Plan 4-11	<ul style="list-style-type: none"> • Canim-Hendrix Lake Road • Rainbow Road • Canim Lake Road S. 	
B-2, Plan 4-12	<ul style="list-style-type: none"> • Canim Lake Road S. 	
B-2, Plan 4-13	<ul style="list-style-type: none"> • Canim-Hendrix Lake Road 	

APPENDIX F: INTERESTS ON NStQ TREATY SETTLEMENT LANDS AND ADDITIONAL LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-1: Interests to be Replaced on Former Provincial Crown Lands on the Effective Date

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-1: Part 1—Public Utility Works

Appendix F-1: Part 2—Other Interests

Appendix F-1: Part 1—Public Utility Works

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

File Number	Document Number	Interest Holder	Interest	General Location
0215262	1309	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 1-1
0239728	442	Devon Canada Corporation	STATUTORY RIGHT OF WAY(OR EASEMENT) GAS AND OIL PIPELINE	Appendix B-2, Plan 1-1
5405418	514587	Telus Communications Inc.	STATUTORY RIGHT OF WAY(OR EASEMENT) TELECOMMUNICATION LINE	Appendix B-2, Plan 1-1
0208762	182	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-1
0234950	456	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-1
5405061	514385	FortisBC Energy Inc.	STATUTORY RIGHT OF WAY(OR EASEMENT) GAS AND OIL PIPELINE	Appendix B-2, Plan 1-2
5402432	515974	NENQAYNI WELLNESS CENTRE SOCIETY	Licence of Occupation Electric Power Line	Appendix B-2, Plan 1-2
5406427	345545	Telus Communications Inc.	LICENCE OF OCCUPATION TELECOMMUNICATION LINE	Appendix B-2, Plan 1-2

File Number	Document Number	Interest Holder	Interest	General Location
0208762	182	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-2
0234950	456	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-2
0208763	154	Westcoast Energy Inc..	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-2
0213728	245	FortisBC Energy Inc.	STATUTORY RIGHT OF WAY(OR EASEMENT) GAS AND OIL PIPELINE	Appendix B-2, Plan 1-4
5406184	515746	SHARON, VINJE;RAYMOND, VINJE	Licence of Occupation Electric Power Line	Appendix B-2, Plan 1-4
0208763	154	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-4
0234950	456	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 1-4
5405841	516156	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 1-6
0217592	728	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 2-1
5407666		British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 2-1

File Number	Document Number	Interest Holder	Interest	General Location
5407666	516154	British Columbia Hydro and Power Authority	LICENCE OF OCCUPATION ELECTRIC POWER LINE	Appendix B-2, Plan 2-1
5407709		British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 2-1
0301300	514230	Telus Communications Inc..	STATUTORY RIGHT OF WAY(OR EASEMENT) TELECOMMUNICATION LINE	Appendix B-2, Plan 2-1
5406543	515720	JOHN, GRANBERG; PATSY, GRANBERG	LICENCE OF OCCUPATION MISCELLANEOUS	Appendix B-2, Plan 2-2
5407567	516164	ROGER, GYSEL; JOSEPH, AUGUSTINE; DENA, GYSEL	Licence of Occupation Electric Power Line	Appendix B-2, Plan 2-3
0217592	728	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 2-6
0221814	819	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 2-6
0208763	154	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-6
0234950	456	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-6
5405974	514967	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-6

File Number	Document Number	Interest Holder	Interest	General Location
5406697	814211	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-6
5402333	705078	Telus Communications Inc.	LICENCE OF OCCUPATION TELECOMMUNICATION LINE	Appendix B-2, Plan 2-8
0278514	1257	FortisBC Energy Inc.	STATUTORY RIGHT OF WAY(OR EASEMENT) GAS AND OIL PIPELINE	Appendix B-2, Plan 2-9
5405974	514967	Westcoast Energy Inc.	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-9
0208763	154	Westcoast Energy Inc..	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-9
0234950	456	Westcoast Energy Inc..	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-9
5406697	814211	Westcoast Energy Inc..	Statutory Right of Way (or Easement) Gas and Oil Pipeline	Appendix B-2, Plan 2-9
3404280	333636	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-7
3404280	333636	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-8
3405099	333970	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-8

File Number	Document Number	Interest Holder	Interest	General Location
3404280	333636	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-9
3404280	333636	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-10
3406678	516055	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-13
3404280	333636	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-14
5405328	516124	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-16
3409223	337761	British Columbia Hydro and Power Authority	Licence of Occupation Electric Power Line	Appendix B-2, Plan 3-19
5407688	R135002	MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS	NOTATION OF INTEREST ELECTRIC POWER LINE	Appendix B-2, Plan 4-1
0257028	862	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 4-2
5404728	514155	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 4-2
0256516	1088	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 4-5

File Number	Document Number	Interest Holder	Interest	General Location
0256516	1088	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 4-6
5406989		British Columbia Hydro and Power Authority	LICENCE OF OCCUPATION ELECTRIC POWER LINE	Appendix B-2, Plan 4-12
0256516	1088	British Columbia Hydro and Power Authority	Statutory Right of Way (or Easement) Electric Power Line	Appendix B-2, Plan 4-13
		British Columbia Hydro and Power Authority	Distribution Lines	Appendix B-2, Various Plans

Appendix F-1: Part 2—Other Interests

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

File Number	Document Number	Interest Holder	Interest	General Location

Appendix F-2: Applicable Forms of Documents for Replacement Interests in Appendix F-1

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 1—Licence of Occupation

Appendix F-2: Part 2—Licence of Occupation for Federal Interest

Appendix F-2: Part 3—Grant of Private Road Easement

Appendix F-2: Part 4—Lease Agreement for Commercial Operation

Appendix F-2: Part 5—Licence of Occupation for Trapline Cabin

Appendix F-2: Part 6—Commercial Recreation Temporary Use Permit

Appendix F-2: Part 1—Licence of Occupation

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 2—Licence of Occupation for Federal Interest

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 3—Grant of Private Road Easement

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 4—Lease Agreement for Commercial Operation

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 5—Licence of Occupation for Trapline Cabin

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-2: Part 6—Commercial Recreation Temporary Use Permit

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-3: Interests to be Created on the Effective Date

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-3: Part 1—Existing Tenures within NStQ Treaty Settlement Lands
Requiring Private Road Easement

Appendix F-3: Part 2—Fee Simple Properties within NStQ Treaty Settlement Lands
Requiring Private Road Easement

Appendix F-3: Part 3—Forest Research Installations and Growth and Yield Plots within
NStQ Treaty Settlement Lands

**Appendix F-3: Part 1—Existing Tenures within NStQ Treaty Settlement Lands
Requiring Private Road Easement**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

**Appendix F-3: Part 2—Fee Simple Properties within NStQ Treaty Settlement
Lands Requiring Private Road Easement**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-3: Part 3—Forest Research Installations and Growth and Yield Plots within NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Forest Research Installations

General Location	MoFR File No.	Site Name	Department
Appendix B-2, Plan 1-6	EP1360.2	Buckskin Lake	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 1-6	EP1360.2	Buckskin Lake Lower	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 2-9	EP0903	Knife Creek	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 2-9	EP1149	Knife Creek	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-1	EP1360.2	Dry Farm	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-13	EP1360.2	Little White Lake	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-13	EP1360.2	Little White Lake Roadside	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-13	EP1360.2	Little White Lakes Upland	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-7	EP1360.2	Onion Lake Canoe	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 3-8	EP1360.2	Long Lake 95	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 4-13	EP0670.80.15	Weldwood (CP278-4)	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 4-4	EP1360.2	Dixon Meadow N	Ministry Of Forests, Lands & Natural Resource Operations
Appendix B-2, Plan 4-6	EP1360.2	Lily Leaf	Ministry Of Forests, Lands & Natural Resource Operations

Growth and Yield Plots

General Location	Client Name	Sample Type	Permanent Sample Plot ID
Appendix B-2, Plan 1-1	Lignum Forest Products	Research EP now Inventory growth natural	47-1-475R
Appendix B-2, Plan 1-1	Lignum Forest Products	Research EP now Inventory growth natural	47-1-476R
Appendix B-2, Plan 1-1	Lignum Forest Products	Research EP now Inventory growth natural	47-1-477R
Appendix B-2, Plan 1-1	Lignum Forest Products	Research EP now Inventory growth natural	56-69-324R
Appendix B-2, Plan 1-1	Lignum Forest Products	Research EP now Inventory growth natural	56-69-325R
Appendix B-2, Plan 1-2	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	47-1-2G
Appendix B-2, Plan 2-2	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	47-17-7G
Appendix B-2, Plan 2-2	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	47-17-8G
Appendix B-2, Plan 2-8	Lignum Forest Products	Research EP now Inventory growth natural	47-4-330R
Appendix B-2, Plan 2-8	Lignum Forest Products	Research EP now Inventory growth natural	47-4-331R
Appendix B-2, Plan 2-8	Lignum Forest Products	Research EP now Inventory growth natural	47-4-332R
Appendix B-2, Plan 2-8	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	47-4-1G
Appendix B-2, Plan 2-9	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	47-4-2G
Appendix B-2, Plan 2-9	Ministry of Forests/Sustainable Resource Management	Inventory silviculturally treated	47-4-3T
Appendix B-2, Plan 3-4	Lignum Forest Products	Research EP now Inventory growth natural	47-21-525R
Appendix B-2, Plan 3-4	Lignum Forest Products	Research EP now Inventory growth natural	47-21-526R

General Location	Client Name	Sample Type	Permanent Sample Plot ID
Appendix B-2, Plan 4-11	Ministry of Forests/Sustainable Resource Management	Inventory growth natural	57-13-2G

Appendix F-4: Applicable Forms of Documents for Interests Listed in Appendix F-3

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-5: Interests on Former Indian Reserves

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-5: Part 1—Locatee Interests

Appendix F-5: Part 2 —Public Utility Distribution Works and Other Interests

Appendix F-5: Part 3 —List of Leasehold Interests

Appendix F-5: Part 1—Locatee Interests

**Locatee Interests on Former Williams Lake Indian Reserves to be Replaced
on the Effective Date**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Interest Holder	Parcel Description and First Nations Land Registry System Parcel Identification Number (PIN)
Wycotte, Jimmy, NETI ²	8 acre parcel as per sketch – no plan PIN 900023697 Williams Lake IR No. 1
Wycotte, John Gordon (CP ³ 113190) (undivided 1/54) Moiese, Raymond (CP 113189) (undivided 26/27) Cavanagh, Claudette Lynn (CP 113191) (undivided 1/54)	Lot 49 CLSR 75339 PIN 900023721 Williams Lake IR No. 1
Wycotte, Gordon John (CP 113185) (undivided 1/54) Moiese, Raymond (CP 113183) (undivided 26/27) Cavanagh, Claudette Lynn (CP 113184) (undivided 1/54)	Lot 50 CLSR 74742 PIN 900023713 Williams Lake IR No. 1

² NETI – No Evidence of Title

³ CP – Certificate of Possession

Interest Holder	Parcel Description and First Nations Land Registry System Parcel Identification Number (PIN)
Wycotte, Gordon John (CP 113187) (undivided 1/54) Moiese, Raymond (CP 113186) (undivided 26/27) Cavanagh, Claudette Lynn (CP 113188) (undivided 1/54)	Lot 51 CLSR 74770 PIN 900023705 Williams Lake IR No. 1
Moiese, Stanley Jerome, NETI Moiese, Raymond Ned, NETI (undivided 1/2 each)	Lot 1 CLSR 74580 PIN 900023283 Williams Lake IR No. 1

Locatee Interests on Former Stswecem’c Xgat’tem Indian Reserves to be Replaced on the Effective Date

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Interest Holder	Parcel Description and Indian Lands Registry System Parcel Identification Number (PIN)
Duncan, Delores Ann, NETI Duncan, Theodore Terry, NETI Duncan, Harold James, NETI Duncan, Gerald, NETI	Duncan – unsurveyed holding – no plan PIN 900023275 Canoe Creek IR No. 1

**Locatee Interests on Former Canim Lake Indian Reserves to be Replaced
on the Effective Date**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Interest Holder	Parcel Description and Indian Lands Registry System Parcel Identification Number (PIN) and Former Indian Reserve Number
Christopher, Freddie, NETI Gilbert, Christopher, NETI (joint tenants)	10 acres shown on sketch – no plan PIN 900024539 Canim Lake IR No. 1
Bob, Henry, NETI	10 acres unsurveyed parcel – no plan PIN 903013659 Canim Lake IR No. 1
Daniels, Isadore, NETI Archie, Eileen, NETI Daniels, Raymond William, NETI (undivided 1/3 each)	10 acres unsurveyed parcel – no plan PIN 902502837 Canim Lake IR No. 1
Daniels, Isadore, NETI Archie, Eileen, NETI Daniels, Raymond William, NETI (undivided 1/3 each)	12 acres unsurveyed – no plan PIN 902502838 Canim Lake IR No. 1
Bob, Henry, NETI	25 acres unsurveyed parcel Henry Bob –no plan PIN 902502839 Canim Lake IR No. 1
Nixon, Edward Frank, NETI	40 acres shown on sketch – no plan PIN 90002547 Canim Lake IR No. 1

Interest Holder	Parcel Description and Indian Lands Registry System Parcel Identification Number (PIN) and Former Indian Reserve Number
Theodore, Michel Jim (CP 104058)	Lot 1 RSBC 2350R PIN 902004344 Canim Lake IR No. 5
Theodore, Michel Jim (CP 104059)	Lot 2 RSBC 2350R PIN 902004345 Canim Lake IR No. 5

Appendix F-5: Part 2—Public Utility Distribution Works and Other Interests

Interests on Former NStQ Indian Reserves to be Replaced on the Effective Date

Public Utility Distribution Works and Other Interests

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Land Registry System Number⁴	Interest Holder	Interest	Location
65946	British Columbia Hydro and Power Authority & Telus Communications Inc.	Distribution Line Permit	Former Canim Lake Indian Reserve No. 1
6063427	British Columbia Hydro and Power Authority & Telus Communications Inc.	Electrical Distribution & Telecommunication Works Permit	Former Canim Lake Indian Reserves No. 1, No. 2, No. 3, No. 4, No. 5, No. 6
6070904	British Columbia Hydro and Power Authority & Telus Communications Inc.	Electrical Distribution & Telecommunication Works Permit	Former Canoe Creek Indian Reserves No. 1, No. 2, No. 3, No. 4, No. 5, No. 6
106133	Telus Communications Inc.	Telecommunications Works Permit	Former Canoe Creek Indian Reserve No. 2
100614	Telus Communications Inc.	Permit	Former Dog Creek Indian Reserve No. 1
124142	Frank A. Patrick	Petroleum and Natural Gas Permit	Part of Former Soda Creek Indian Reserve No. 1

⁴ All interests in this Appendix are registered in the Indian Lands Registry System (ILRS) except for the Williams Lake interests which are registered in the First Nation Lands Registry System (FNLRs)

Land Registry System Number⁴	Interest Holder	Interest	Location
X13907	British Columbia Hydro and Power Authority	Transmission Line Right of Way	Part of Former Soda Creek Indian Reserves No. 1, No. 2
X13939	British Columbia Hydro and Power Authority	Distribution Right of Way	Former Soda Creek Indian Reserve No. 1
83834	British Columbia Hydro and Power Authority & Telus Communications Inc.	Transmission and Distribution Permit	Former Soda Creek Indian Reserve No. 1
X23530	British Columbia Hydro and Power Authority	Transmission and Distribution Permit	Former Deep Creek Indian Reserve No. 2 CLSR 58337
93214	Telus Communications Inc.	Communications Permit	Former Deep Creek Indian Reserve No. 2
205855	Nenqayni Treatment Centre Society	Permit	Lot 1 and Access Road CLSR 64717 Former Deep Creek Indian Reserve No. 2
1263-10	Westcoast Energy Inc.	Easement	Former Deep Creek Indian Reserve No. 2
X12936 6076928	British Columbia Hydro and Power Authority	Easement for Transmission Line	Part of Former Williams Lake Indian Reserve No. 1, except Released Portions as per FNLRS 6076928
X12936 212999	British Columbia Hydro and Power Authority	Hydro Line Permit	Former Williams Lake Reserve No. 1, CLSR 4646, except Released Portion as per FNLRS 212999

Land Registry System Number⁴	Interest Holder	Interest	Location
X12938	British Columbia Hydro and Power Authority	Easement for Transmission Line	Former Williams Lake Indian Reserve No. 1 CLSR 50183
65996	Telus Communications Inc.	Telecommunications Permit	Former Williams Lake Indian Reserve No. 1
85889	British Columbia Hydro and Power Authority & Telus Communications Inc.	Electrical Distribution & Telecommunication Works Permit	Former Williams Lake Indian Reserve No. 1
324870	Sugar Cane Development Corporation	Water Distribution Line Permit	Parts of Former Williams Lake Indian Reserve No. 1 RSBC3592R
336237	Rogers Wireless Inc.	Power Line and Access Road Permit	Former Williams Lake Indian Reserve No. 1 RSBC3976R
366567	Rogers Wireless Inc.	Addendum	Former Williams Lake Indian Reserve No. 1 RSBC3976R

Appendix F-5: Part 3—List of Leasehold Interests

Interests on Former NStQ Indian Reserves to be Replaced on the Effective Date

List of Leasehold Interests

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Parcel Description	FNLRS⁵ Parcel Identification Number	Lease (L) Letter (LE) Number	Mortgage(s) FNLRS Number
Lot 53 RSBC 2463R	902017373	284126 L	
Lot 95-1 RSBC 3943R	902509118	336784 L 6057813 LE	6065136

⁵ First Nations Land Registry System

Appendix F-6: Applicable Forms of Documents for Interests in Appendix F-5

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-7: Applicable Forms of Documents for Public or Private Utility Transmission, Distribution and Waterline Works Traversing Former Provincial Crown Lands and Former Indian Reserves

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-7: Part 1 —Distribution Right of Way (BC Hydro and Telus)

Appendix F-7: Part 2—Right of Way for Waterline

Appendix F-7: Part 1—Distribution Right of Way (BC Hydro and Telus)

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-7: Part 2—Right of Way for Waterline

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-8: Interests to Continue in Accordance with Provincial Law on NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-8: Part 1—Traplins

Appendix F-8: Part 2—Guide Outfitters

Appendix F-8: Part 3—Water Rights

Appendix F-8: Part 4—Subsurface Tenures

Appendix F-8: Part 1—Traplins

Interests to Continue in Accordance with Provincial Law

Traplins Issued Under the *Wildlife Act* Within NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Trapline Registration No.	General Location
TR0502T023	Appendix B-2, Plans 1-1, 1-4, 1-5, 1-6, 2-1, 2-5, 2-6
TR0502T021	Appendix B-2, Plan 1-5, 2-6, 2-7
TR0502T032	Appendix B-2, Plan 1-8
TR0502T056	Appendix B-2, Plan 1-9
TR0515T020	Appendix B-2, Plan 1-10, 1-11, 2-10, 2-11
TR0502T028	Appendix B-2, Plan 1-11
TR0502T057	Appendix B-2, Plans 2-2, 2-3, 2-4
TR0502T017	Appendix B-2, Plans 2-3, 2-4, 2-6, 2-7, 2-8, 2-9
TR0502T018	Appendix B-2, Plan 2-4
TR0502T020	Appendix B-2, Plan 2-10
TR0502T003	Appendix B-2, Plans 3-1, 3-2, 3-3, 3-4, 3-5,
TR0502T076	Appendix B-2, Plan 3-3
TR0331T010	Appendix B-2, Plans 3-6, 3-8,
TR0331T001	Appendix B-2, Plans 3-8, 3-9, 3-10, 3-11, 3-13, 3-14
TR0331T006	Appendix B-2, Plans 3-9, 3-13, 3-14,
TR0502T001	Appendix B-2, Plans 3-11, 3-12, 3-15, 4-1, 4-2
TR0331T002	Appendix B-2, Plans 3-11, 3-14, 3-17, 3-18
TR0331T003	Appendix B-2, Plan 3-14, 3-17, 3-18, 3-19
TR0501T003	Appendix B-2, Plan 3-16

Trapline Registration No.	General Location
TR0330T008	Appendix B-2, Plans 3-16, 3-17, 3-18
TR0502T005	Appendix B-2, Plan 3-20, 4-3, 4-4
TR0502T000	Appendix B-2, Plans 4-1, 4-2
TR0502T004	Appendix B-2, Plans 4-5, 4-6
TR0501T012	Appendix B-2, Plan 4-7
TR0502T010	Appendix B-2, Plan 4-8
TR0502T011	Appendix B-2, Plan 4-8
TR0502T009	Appendix B-2, Plans 4-8, 4-10
TR0501T013	Appendix B-2, Plan 4-9
TR0501T010	Appendix B-2, Plans 4-9, 4-10
TR0501T011	Appendix B-2, Plans 4-11, 4-12
TR0502T015	Appendix B-2, Plans 4-11, 4-12, 4-13, 4-14, 4-15
TR0515T003	Appendix B-2, Plans 4-12, 4-14, 4-15, 4-16, 4-17, 4-18
TR0502T008	Appendix B-2, Plan 4-13
TR0515T002	Appendix B-2, Plans 4-14, 4-15, 4-17
TR0515T001	Appendix B-2, Plans 4-15, 4-17, 4-18

Appendix F-8: Part 2—Guide Outfitters

**Interests to Continue in Accordance with Provincial Law
Guide Outfitter Certificates Issued Under the *Wildlife Act*
Within NStQ Treaty Settlement Lands**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Certificate Number	Certificate Holder	General Location
500984	Logan Peasley	Appendix B-2, Plans 1-1, 1-7
500911	Gavin Nicol	Appendix B-2, Plans 1-8, 1-9, 2-10
500954	Brian Iverson	Appendix B-2, Plan 1-10, 2-10, 2-11
500953	Stuart Maitland	Appendix B-2, Plan 1-11, 4-15, 4-16, 4-17, 4-18
500908	Shawn Dalman	Appendix B-2, Plans 2-8, 2-9, 2-10, 4-5, 4-6, 4-7
500960	Stuart Maitland	Appendix B-2, Plans 3-1, 3-2, 3-3, 3-4, 3-5, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-17, 3-18, 3-19
500955	Theresa Rickett	Appendix B-2, Plans 3-6, 3-8, 3-13
300715	Brent Giles	Appendix B-2, Plans 3-16, 3-17, 3-18, 3-19
500345	Eberhard Mussfeld	Appendix B-2, Plans 3-17, 3-18, 4-1, 4-2
500944	Terry Frank	Appendix B-2, Plan 4-8, 4-9, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16
500528	Tom Nichol	Appendix B-2, Plans 4-11, 4-12

Appendix F-8: Part 3—Water Rights

Interests to Continue in Accordance with Provincial Law

Licences Issued Under the *Water Act* Within NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Water Licence No.	Permit to Occupy Crown Land No.	Interest Holder	General Location
C121021	25352	Xats'ull First Nation	Appendix B-2, Plan 1-1
F018103	4085	Xats'ull First Nation	Appendix B-2, Plan 1-1
F018198	5291	Duane R & Dayl S Twan	Appendix B-2, Plan 1-1
F020316	4549	W Duncan Roberts	Appendix B-2, Plan 1-1
F049845	11377	Roy D & Jane E Elliott	Appendix B-2, Plan 1-1
F050004	11407	Roy D & Jane E Elliott	Appendix B-2, Plan 1-1
C026111	4774	Macdonald Frederick John & Linda Diane	Appendix B-2, Plan 1-2
C108516	24957	Dunlevy Ranch Ltd.	Appendix B-2, Plan 1-2
F010457	7411	Xats'ull First Nation	Appendix B-2, Plan 1-2
C101784		Bernier Alison Margaret & Gentles Darcy	Appendix B-2, Plan 1-3
C104717	20356	Bernier Alison Margaret & Gentles Darcy	Appendix B-2, Plan 1-3
C057485	13280	Frank D & Betty Gleeson	Appendix B-2, Plan 1-4
C057486	13281	Frank D & Betty Gleeson	Appendix B-2, Plan 1-4
C101737	21241	Joerg Brandner	Appendix B-2, Plan 1-6
C104358	21261	Joerg Brandner	Appendix B-2, Plan 1-6
C121996	25642	Samuel, Jennifer, James and Marie Kaytor	Appendix B-2, Plan 1-6
F010233	21265	Joerg Brandner	Appendix B-2, Plan 1-6
C025166	25594	Ministry of Forests, Lands and Natural Resource Operations	Appendix B-2, Plan 1-11
C125068	26250	Robert W & Sharon E Plumb	Appendix B-2, Plan 2-2
C025647		Ministry of Forests, Lands and Natural Resource Operations	Appendix B-2, Plans 2-2, 2-3

Water Licence No.	Permit to Occupy Crown Land No.	Interest Holder	General Location
C112019	22339	Patricia et. al. Merrett	Appendix B-2, Plans 2-2, 2-3
F110678	21888	Mark James & Sally Povey Nairn	Appendix B-2, Plan 2-3
C108807	21356	Weingart Gerald M & Linda L	Appendix B-2, Plan 2-3
C033920	6994	Alie & Michel Kenneth Abbey	Appendix B-2, Plan 2-6
F009622	25100	Williams Lake Indian Band	Appendix B-2, Plan 2-6
C066764	16827	Robert B & Christine Donaldson	Appendix B-2, Plan 2-7
C048579		Ducks Unlimited (Canada)	Appendix B-2, Plan 2-8
C048720		J & S Fletcher	Appendix B-2, Plan 2-8
C063252	15249	Daryl's Contracting Ltd.	Appendix B-2, Plan 2-8
C121749	25541	J & S Fletcher	Appendix B-2, Plan 2-8
C121750	25542	J & S Fletcher	Appendix B-2, Plan 2-8
C033031	16881	Walter D C & Sharon L McDonald	Appendix B-2, Plan 2-10
F008848	284	Canoe Creek Indian Band	Appendix B-2, Plan 3-2
F011975	10231	B.C. Cattle Co. Limited	Appendix B-2, Plan 3-7
F021159	7511	B.C. Cattle Co. Limited	Appendix B-2, Plan 3-7
C061824	14649	Douglas J & Phillip J Pigeon	Appendix B-2, Plan 3-10
F007715	14611	Jefferson Family Holdings Ltd.	Appendix B-2, Plan 3-10
C061143	14919	Ministry of Environment	Appendix B-2, Plan 3-14
C023561	13694	Donald J Shearsmith & Shirley A French	Appendix B-2, Plan 3-19
C034452		Norman Wood	Appendix B-2, Plan 4-4
C034453	7145	Norman Wood	Appendix B-2, Plan 4-4
C066690		Christopher E & Christina M Johnson	Appendix B-2, Plan 4-6
F009624		Canim Lake Indian Band	Appendix B-2, Plan 4-9
C051381	11766	Canim Lake Indian Band	Appendix B-2, Plan 4-10
C046782	10637	Charles G Brown	Appendix B-2, Plan 4-11

Appendix F-8: Part 4—Subsurface Tenures

Interests to Continue in Accordance with Provincial Law

Subsurface Tenures Issued Under the *Mineral Tenure Act*

Within NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Tenure Number and Claim	Claim Name	Interest Holder	Interest	General Location
1027797	Black Fox	Barlow, George Dean	Placer Claim	Appendix B-2, Plan 1-1
831903	Coyote	Barlow, George Dean	Placer Claim	Appendix B-2, Plan 1-1
831904	Glencoe	Barlow, Ross Leslie	Placer Claim	Appendix B-2, Plan 1-1
842787	Mistyhalo	Chesley, Arthur Leroy	Placer Claim	Appendix B-2, Plan 1-1
849069	Span 7	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plan 1-10
511764		Iverson, Brian Holt	Placer Claim	Appendix B-2, Plan 1-6
1034185	Fraser 1	Krzanstek, Franklin John	Placer Claim	Appendix B-2, Plan 1-6
624843	Fraser E Sed	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6
625383	Fraser E Sed North	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6
643383	Fraser E Sed North 2	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6
625403	Fraser E Sed South	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6

624863	Fraser Ne Sed	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6
650823	Springfield	Maruniak, Donald	Mineral Claim	Appendix B-2, Plan 1-6
1019718	Fraser's Finest	Mcveigh, James Gordon	Placer Claim	Appendix B-2, Plan 1-6
1025905	The Carlee (Boe)	Tarling, Lisa Marie	Placer Claim	Appendix B-2, Plan 1-6
520552	Whisky2	Tarling, Lisa Marie	Placer Claim	Appendix B-2, Plan 1-6
707050	Whisky2b	Tarling, Lisa Marie	Placer Claim	Appendix B-2, Plan 1-6
560525	GI-1a	Gibraltar Mines Ltd.	Mineral Claim	Appendix B-2, Plan 1-8
530931	Rg4	Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 1-9
530932	Rg5	Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 1-9
530933	Rg6	Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 1-9
1061083	Gold Geeks	Bender, Lynette Barbara	Placer Claim	Appendix B-2, Plan 2-10
525420		Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 2-10
525437		Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 2-10
530937	Rg10	Durfeld, Rudolf Mateo	Mineral Claim	Appendix B-2, Plan 2-10
1056960	Golddigger	Fournier, Christopher Kyle	Placer Claim	Appendix B-2, Plan 2-10
810582	Span 2	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plan 2-10

849064	Span 5	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plan 2-10
849066	Span 6	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plan 2-10
849070	Span 8	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plan 2-10
1043278	Why We?	Greig, Charles James	Mineral Claim	Appendix B-2, Plan 2-11
1040286	Spanish3	Zion Minerals Ltd	Mineral Claim	Appendix B-2, Plan 2-11
1040426	Spanish4	Zion Minerals Ltd	Mineral Claim	Appendix B-2, Plan 2-11
1047427	Outback Placer	Byrd, William Charles	Placer Claim	Appendix B-2, Plan 2-2
1041218	Canime3	Tech-X Resources Inc.	Mineral Claim	Appendix B-2, Plan 4-13
1041230	Canime4	Tech-X Resources Inc.	Mineral Claim	Appendix B-2, Plan 4-13
849069	Span 7	Spanish Mountain Gold Ltd.	Mineral Claim	Appendix B-2, Plans 1-10, 2-10, 2-11

Appendix F-8: Part 5—Interests to be Registered on Title

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-9: Existing Foreshore Interests Requiring Upland Owner Consent

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-9: Part 1—Existing Foreshore Interests Requiring Upland Owner Consent

Appendix F-9: Part 2—Applicable Documents for Upland Owner Consent

Appendix F-9: Part 1—Existing Foreshore Interests Requiring Upland Owner Consent

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix F-9: Part 2—Applicable Documents for Upland Owner Consent

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX G: RANGE ACT AGREEMENTS

Range Act Agreements In Overlap with NStQ Treaty Settlement Lands to Be Addressed

Prior to the Final Agreement

Note: The Parties will update the Appendices prior to the Effective Date.

Range Act Agreement Number	Interest Holder	General Location
RAN076891 A	153 Mile Ranch Ltd.	Appendix B-2, Plans 1-2, 1-3, 1-4, 1-5, 2-1, 2-6, 2-7, 2-8
RAN075754 A	Allan Glen	Appendix B-2, Plan 3-17
RAN076023 A	Allan Glen	Appendix B-2, Plan 3-13
RAN076419 1	Anne Grawehr	Appendix B-2, Plan 3-19
RAN076110 A	Arthur Meldrum	Appendix B-2, Plan 1-6
RAN076701 1	B.C. Cattle Co. Ltd.	Appendix B-2, Plan 3-4
RAN074244 A	Becker Lake Ranch Ltd.	Appendix B-2, Plan 4-7
RAN076625 A	Benjamin Swan	Appendix B-2, Plan 1-8
RAN076536 1	Bert Sauer Trucking Ltd.	Appendix B-2, Plans 3-11, 3-18
RAN076908 A	Bill Harry	Appendix B-2, Plans 3-1, 3-2, 3-4
RAN074977 A	Brenda Miller	Appendix B-2, Plans 3-14, 3-19
RAN076372 1	Brenda Miller	Appendix B-2, Plan 3-13
RAN077662 1	Brenda Miller	Appendix B-2, Plans 3-14, 3-19
RAN076204 A	Bryan Cunningham	Appendix B-2, Plans 3-12, 3-17
RAN076025 A	C & A Mink Ranch Ltd.	Appendix B-2, Plan 3-9
RAN076635 1	Calvin Macleod	Appendix B-2, Plans 1-1, 1-2, 1-7
RAN076345 1	Canabo Cattle Co. Ltd.	Appendix B-2, Plans 3-16, 3-17
RAN077086 A	Carpenter Mountain Ranch	Appendix B-2, Plans 1-5, 2-7

Range Act Agreement Number	Interest Holder	General Location
RAN077363 A	Carpenter Mountain Ranch	Appendix B-2, Plans 1-2, 1-3, 1-4, 1-5, 2-6
RAN076671 1	Christopher Johnson	Appendix B-2, Plan 4-6
RAN076621 A	Clint Thompson	Appendix B-2, Plan 2-9
RAN076777 1	Club Ranch Cattle Company Ltd.	Appendix B-2, Plan 4-4
RAN077551 A	David Cunningham	Appendix B-2, Plans 4-1, 4-2
RAN077861 1	David Cunningham	Appendix B-2, Plan 4-1
RAN076889 RAN073476	Donald Fraser	Appendix B-2, Plans 2-8, 2-9
RAN074259 1	Douglas Lake Cattle Company	Appendix B-2, Plans 3-2, 3-3, 3-4
RAN077771 1	Douglas Lake Cattle Company	Appendix B-2, Plans 3-3, 3-4
RAN076634 1	Dunlevy Ranch Ltd.	Appendix B-2, Plans 1-2, 1-7
RAN076829 A	Edgar Patenaude	Appendix B-2, Plans 2-8, 2-9
RAN077276 A	Edgar Patenaude	Appendix B-2, Plan 2-8
RAN076637 1	Frank Gleeson	Appendix B-2, Plans 1-2, 1-4
RAN076051 A	Fraser Ireland	Appendix B-2, Plan 3-9
RAN076890 A	George Keener	Appendix B-2, Plan 1-6,
RAN076112	George Lumley	Appendix B-2, Plans 1-2, 1-3, 1-7
RAN077623 1	J & S Fletcher Inc.	Appendix B-2, Plans 2-8, 2-9
RAN077183 A	James Roberts	Appendix B-2, Plan 2-5
RAN076691 1	John Van Osch	Appendix B-2, Plans 4-10, 4-11
RAN076628 A	Judith Emmelkamp	Appendix B-2, Plans 2-8, 2-9, 2-10, 4-5, 4-6, 4-7
RAN076740	Keith Coxon	Appendix B-2, Plan 3-14

Range Act Agreement Number	Interest Holder	General Location
RAN076335 1	Keith Cunningham	Appendix B-2, Plans 3-12, 3-15
RAN077871 1	Keith Cunningham	Appendix B-2, Plans 3-12, 3-15
RAN076939 A	Keray Camille	Appendix B-2, Plans 3-1, 3-2, 3-4
RAN077863 1	Keray Camille	Appendix B-2, Plans 3-1, 3-2, 3-4
RAN076909 A	Lawrence Harry	Appendix B-2, Plans 3-1, 3-2, 3-4
RAN076373 1	Marlene Bleeker	Appendix B-2, Plans 4-1, 4-2
RAN077955 1	Marlene Bleeker	Appendix B-2, Plans 4-1, 4-2
RAN076888 A	Michael Nicol	Appendix B-2, Plan 1-9
RAN076681 1	Montaque Furber	Appendix B-2, Plans 4-11, 4-12
RAN077612 1	Morgan Creek Ranch Ltd.	Appendix B-2, Plans 1-1, 1-2, 1-7
RAN077362 A	Mountain Spirit Outfitters Inc.	Appendix B-2, Plan 1-1
RAN077082 A	Nancy Morrow	Appendix B-2, Plan 2-7
RAN073910 A	Norman Wood	Appendix B-2, Plan 3-20
RAN073562 1	Pincott Ranches Ltd.	Appendix B-2, Plans 4-5, 4-6, 4-9, 4-11
RAN074611 A	Pincott Ranches Ltd.	Appendix B-2, Plan 4-9
RAN074611 B	Pincott Ranches Ltd.	Appendix B-2, Plan 4-9
RAN076636 1	Rene Leclerc	Appendix B-2, Plans 1-2, 1-4
RAN076343 1	Richard Booker	Appendix B-2, Plan 4-8
RAN077080 A	Robert Donaldson	Appendix B-2, Plan 2-7
RAN077940 1	Ross Cunningham	Appendix B-2, Plans 4-1, 4-2
RAN074713 A	Seaman's Capital Corporation	Appendix B-2, Plan 3-17
RAN076873 A	Springfield Ranch Ltd	Appendix B-2, Plans 1-2, 1-6
RAN077822 A	Springfield Ranch Ltd	Appendix B-2, Plan 1-6

Range Act Agreement Number	Interest Holder	General Location
RAN077943 1	Stswecem'c Xgat'tem First Nation	Appendix B-2, Plan 3-1
RAN077083 A	Stuart Maitland	Appendix B-2, Plans 1-1, 4-15, 4-16, 4-17, 4-18
RAN075334 1	Sxd Limited Partnership	Appendix B-2, Plan 3-10
RAN076020 A	The Blue Goose Cattle Company Ltd.	Appendix B-2, Plan 4-3
RAN076385 1	The Blue Goose Cattle Company Ltd.	Appendix B-2, Plan 1-6
RAN076874 A	The Blue Goose Cattle Company Ltd.	Appendix B-2, Plan 1-6
RAN077509 A	The Blue Goose Cattle Company Ltd.	Appendix B-2, Plans 1-1, 1-6
RAN076370 1	Thomas Pitt	Appendix B-2, Plan 3-17
RAN077769 A	Troy Johnston	Appendix B-2, Plan 2-4
RAN077696 1	Tyrone Johnston	Appendix B-2, Plans 2-2, 2-3, 2-4
RAN077614 1	U2 Cattle Co. Ltd.	Appendix B-2, Plan 1-8
RAN077956 1	Wade Cunningham	Appendix B-2, Plans 4-1, 4-2
RAN076655 A	Westwick Ranching Inc.	Appendix B-2, Plan 1-3

APPENDIX H: MAPS OF POTENTIAL ADDITIONS TO NStQ TREATY SETTLEMENT LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX H-1: Specified Provincial Crown lands (“Subject Lands”) for Potential Addition to NStQ Treaty Settlement Lands

APPENDIX H-2: Excluded Provincial Crown Lands (“Subject Lands”) for Potential Addition to NStQ Treaty Settlement Lands Within Area 1

APPENDIX H-3: Fee Simple Lands (“Subject Lands”) for Potential Addition to NStQ Treaty Settlement Lands Within Area 1

Appendix H-1: Specified Provincial Crown Lands (“Subject Lands”) for Potential Addition to NStQ Treaty Settlement Lands

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix H-2: Excluded Provincial Crown Lands (“Subject Lands”) for Potential Addition to NStQ Treaty Settlement Lands within Area 1

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

Appendix H-3: Fee Simple Lands (“Subject Lands”) For Potential Addition to NStQ Treaty Settlement Lands within Area 1

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX I: LIST OF POTENTIAL REMEDIATION SITES ON NStQ TREATY SETTLEMENT LANDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

**APPENDIX J: ESTATES IN FEE SIMPLE GRANTED
REASONABLE ACCESS ACROSS NStQ TREATY
SETTLEMENT LANDS**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

**APPENDIX K: ESTATES IN FEE SIMPLE ENTITLED TO
NEGOTIATE A RIGHT OF ACCESS ACROSS NSTQ TREATY
SETTLEMENT LANDS**

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX L: EXPROPRIATION

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX L-1: Limits on Provincial Expropriation

APPENDIX L-2: Limits on Federal Expropriation

APPENDIX L-1: LIMITS ON PROVINCIAL EXPROPRIATION

GENERAL

1. Provincial Law applies to the expropriation of NStQ Treaty Settlement Lands by a Provincial Expropriating Authority except to the extent that the Final Agreement modifies its application.
2. A Provincial Expropriating Authority may expropriate an Interest in NStQ Treaty Settlement Lands only with the consent and by the order of the Lieutenant Governor in Council.
3. The Lieutenant Governor in Council may issue an order consenting to an expropriation of an Interest in NStQ Treaty Settlement Lands only:
 - a. after the conclusion of the procedures described in paragraphs 4 through 5; and
 - b. where the expropriation is justifiable in accordance with paragraph 6.
4. Before the Lieutenant Governor in Council makes a decision under paragraph 3, the Provincial Expropriating Authority will provide a report to NStQ which states the reasons for the expropriation and addresses the factors under subparagraphs 6a to 6d.
5. Within 30 days of receipt of the report under paragraph 4, NStQ will notify the Provincial Expropriating Authority if it objects to the expropriation of the Interest in NStQ Treaty Settlement Lands and, within 30 days of the Provincial Expropriating Authority's receipt of notice from NStQ, the Provincial Expropriating Authority and NStQ will make reasonable efforts to resolve the objection raised by NStQ.
6. For the purposes of subparagraph 3b, an expropriation is justifiable where the Lieutenant Governor in Council is satisfied that the following requirements have been met:
 - a. reasonable efforts have been made by the Provincial Expropriating Authority to acquire the Interest in NStQ Treaty Settlement Lands through agreement with NStQ;
 - b. there is no other reasonably feasible alternative to the expropriation, including the use of lands that are not NStQ Treaty Settlement Lands;

- c. the Provincial Expropriating Authority has confirmed that the proposed expropriation is of the smallest Interest in NStQ Treaty Settlement Lands necessary and is for the shortest time required;
 - d. information relevant to the expropriation, other than documents that would be protected from disclosure under Provincial Law, has been provided to NStQ, including the report referred to in paragraph 4; and
 - e. where NStQ has objected to the expropriation, reasonable efforts have been made to resolve the objection.
7. The Lieutenant Governor in Council will not consent to the expropriation before the end of the period provided for in paragraph 5.
8. Notwithstanding paragraphs 3 to 7, the Lieutenant Governor in Council may consent to the expropriation if the Minister or Lieutenant Governor in Council has declared a state of emergency.

COMPENSATION

9. In the event an Interest in NStQ Treaty Settlement Lands is expropriated by a Provincial Expropriating Authority, the Provincial Expropriating Authority will provide compensation in accordance with the Final Agreement.
10. The total value of compensation for an expropriated Interest in NStQ Treaty Settlement Lands will be based on the criteria used in the *Expropriation Act* and will take into account the following factors:
- a. the market value of the land based on its use at the date of expropriation plus reasonable damages;
 - b. the market value of the land based on its highest and best use at the date of expropriation;
 - c. the value of a special economic advantage to the owner arising out of his or her occupation or use of the land; and
 - d. the value of improvements made by an owner occupying a residence located on the land.
11. Where the Provincial Expropriating Authority and NStQ disagree on the total value of compensation for the expropriated Interest held by NStQ, a dispute under this section will be finally determined by arbitration. A dispute under this section will not delay the expropriation. For the purpose of this section, British Columbia will act on

behalf of the Provincial Expropriating Authority on such terms as British Columbia and the Provincial Expropriating Authority may agree.

EXPROPRIATION OF LESS THAN FEE SIMPLE ESTATE

12. Where less than a fee simple estate in a parcel of NStQ Treaty Settlement Lands is expropriated by a Provincial Expropriating Authority:

- a. the parcel of land retains its status as NStQ Treaty Settlement Lands;
- b. NStQ may continue to use and occupy the parcel of land, except to the extent that such use or occupation interferes with the use of land for which the expropriation took place; and
- c. NStQ Law applies to the parcel of land, except to the extent that NStQ Law is inconsistent with the use of land for which the expropriation took place.

13. Paragraphs 14 through 22 do not apply to an expropriation by a Provincial Expropriating Authority of less than the fee simple estate in a parcel of NStQ Treaty Settlement Lands.

EXPROPRIATION OF A FEE SIMPLE ESTATE

14. Where a fee simple estate in NStQ Treaty Settlement Lands is expropriated by a Provincial Expropriating Authority:

- a. the expropriation will include the fee simple estate to the Subsurface Resources which will revert to British Columbia at the time of expropriation unless British Columbia and NStQ agree otherwise;
- b. unless the Provincial Expropriating Authority and NStQ agree otherwise, the expropriation will include all other Interests in the land; and
- c. those lands will no longer be NStQ Treaty Settlement Lands and Appendix B will be deemed to be amended in accordance with the amendment process set out in paragraph 2.14.11 of the General Provisions Chapter.

15. For the purposes of paragraph 14:

- a. the Provincial Expropriating Authority will be responsible for the transaction costs including the cost of surveying, registering and transferring the land; and

- b. where the land is registered in the Land Title Office, British Columbia will file such certificates or other documents in the Land Title Office as may be required under the *Land Title Act*.

PROVINCIAL CROWN LAND AS REPLACEMENT LAND

16. Where British Columbia expropriates a fee simple estate in NStQ Treaty Settlement Lands, British Columbia will make reasonable efforts to identify and offer provincial Crown land of comparable value within the NStQ Territory to NStQ as compensation.
17. Where the replacement land provided under paragraph 16 is of less than comparable value, British Columbia will provide additional compensation in accordance with paragraph 10.
18. Where NStQ accepts Crown land as replacement land:
 - a. British Columbia will provide NStQ with a certificate transferring the indefeasible title or, where applicable, the registered title to the parcel of land to NStQ; and
 - b. unless otherwise agreed by British Columbia and NStQ, the replacement land will include the Subsurface Resources provided that the Subsurface Resources are owned by British Columbia.
19. At the request of NStQ, British Columbia will consent to the replacement land being added to NStQ Treaty Settlement Lands and, where Canada consents to such replacement lands becoming NStQ Treaty Settlement Lands in accordance with a request under paragraph 3.4.1 of the Lands Chapter, upon receipt by NStQ of the notice of consent of each of British Columbia and Canada, Appendix B will be deemed to be amended in accordance with the amendment process set out in paragraph 2.14.11 of the General Provisions Chapter.
20. Canada will consent to the addition of replacement land to NStQ Treaty Settlement Lands provided under paragraph 19 subject to the factors set out in paragraph 3.4.1 of the Lands Chapter being met.
21. Replacement land transferred to NStQ in accordance with paragraph 18 continues to be:
 - a. subject to any existing Interests existing immediately before the transfer to NStQ, unless otherwise agreed by NStQ and British Columbia; and

- b. any tenured Subsurface Resources continue to be administered by British Columbia in accordance with paragraphs 5.1.3 and 5.1.4 of the Subsurface Resources Chapter.

22. If there is no agreement between British Columbia and NStQ on the provision of land as compensation under paragraph 16, British Columbia will provide NStQ with other compensation in accordance with the *Expropriation Act*.

INTERESTS ON REPLACEMENT OR RETURNED LANDS

23. Replacement land accepted by NStQ under paragraph 18 or land returned to NStQ under paragraph 27 will be subject to:

- a. where the parcel is not registered in the Land Title Office any Interest granted by British Columbia that is not discharged at the time of transfer unless NStQ and the Interest holder agree to a replacement Interest, including any modifications agreed to in writing by NStQ and the Interest holder; and
- b. where the parcel is registered in the Land Title Office, any registered charge or registered encumbrance subject to their discharge under the *Land Title Act*.

24. NStQ will own the Subsurface Resources on lands that are added to NStQ Treaty Settlement Lands under paragraph 19 or 29 where:

- a. the fee simple title includes ownership of the Subsurface Resources; or
- b. British Columbia owns the Subsurface Resources at the time of the transfer to NStQ.

25. For the purposes of subparagraph 24b, unless otherwise agreed by NStQ and British Columbia, any Subsurface Resource tenures and the Subsurface Resources associated with those tenures will be administered by British Columbia in accordance with paragraphs 5.1.3 to 5.1.4 of the Subsurface Resources Chapter.

REGISTRATION OF REPLACED OR RETURNED LAND

26. Where NStQ wishes to register land which is replaced under paragraph 18 or returned under paragraph 27, NStQ and British Columbia will, as appropriate, file such plans, certificates, instruments and other documents in the Land Title Office as may be required under the *Land Title Act*.

RETURN OF AN EXPROPRIATED INTEREST

27. If an expropriated Interest in NStQ Treaty Settlement Lands is no longer required by the Provincial Expropriating Authority, the expropriated Interest will be returned to NStQ subject to terms to be negotiated at the time of the return of the expropriated Interest.
28. Where the fee simple estate to a parcel of land under paragraph 27 is transferred by the Provincial Expropriating Authority to NStQ, NStQ may add the parcel to NStQ Treaty Settlement Lands upon notice to Canada and British Columbia.
29. Upon receipt by Canada and British Columbia of a notice under paragraph 28, the parcel will become NStQ Treaty Settlement Lands and Appendix B will be deemed to be amended in accordance with the amendment process set out in paragraph 2.14.11 of the General Provisions Chapter.

APPENDIX L-2: LIMITS ON FEDERAL EXPROPRIATION

GENERAL

1. Notwithstanding paragraph 3.12.1 of the Lands Chapter, where a fee simple estate of NStQ Treaty Settlement Lands is held by a person other than NStQ, an NStQ Citizen, an NStQ Corporation or an NStQ Public Institution, this Appendix does not apply to the expropriation of any Interest in that fee simple estate and, for greater certainty, such Interest may be expropriated under federal legislation.
2. The Governor-in-Council may consent to an expropriation of an Interest in NStQ Treaty Settlement Lands if the expropriation is justifiable in accordance with paragraph 4 and is necessary for a public purpose.
3. For greater certainty, where federal legislation deems an expropriation to be for a public purpose, the expropriation will be deemed to be necessary for a public purpose under this Appendix N-2 .
4. For the purposes of paragraph 2, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:
 - a. there is no other reasonably feasible alternative land to acquire that is not NStQ Treaty Settlement Lands;
 - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the Interest in NStQ Treaty Settlement Lands through agreement with NStQ;
 - c. the most limited Interest in NStQ Treaty Settlement Lands necessary for the shortest time possible for the purpose for which the Interest in land is sought is expropriated; and
 - d. information relevant to the expropriation, other than documents that would be protected from disclosure under federal legislation, has been provided to NStQ.
5. Prior to the Governor-in-Council issuing an order consenting to the expropriation of an Interest in NStQ Treaty Settlement Lands, the Federal Expropriating Authority will provide to NStQ, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements set out in paragraph 4.

6. If NStQ objects to a proposed expropriation of an Interest in NStQ Treaty Settlement Lands, it may, within 60 days, or such other time as may be agreed to in writing, after the report has been provided to NStQ in accordance with paragraph 5, by providing notice in writing to the Federal Expropriating Authority, refer for review the matter of the steps taken to satisfy the requirements set out in paragraph 4 directly to neutral evaluation under Stage Two of the Dispute Resolution Chapter.
7. The Federal Expropriating Authority may not seek Governor-in-Council consent to the expropriation of an Interest in NStQ Treaty Settlement Lands before the expiration of the period referred to in paragraph 6 or, if NStQ has referred the matter to a neutral evaluator in accordance with paragraph 6, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made or within such additional time as the parties may agree.
8. Without limiting the generality of the Dispute Resolution Chapter, the opinion of the neutral evaluator under paragraph 7:
 - a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and NStQ in court or in any other forum;
 - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c. is not binding on the Governor-in-Council under paragraphs 2 and 4.

REPLACEMENT LAND AND COMPENSATION

9. Where an Interest in a parcel of NStQ Treaty Settlement Lands is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts:
 - a. to identify replacement land within the NStQ Territory, being either Crown land or land available on a willing-seller willing-buyer basis, of equivalent or greater size and comparable value; and
 - b. if acceptable to NStQ, to acquire and offer the replacement land to NStQ as partial or full compensation for the expropriation.
10. If the Federal Expropriating Authority and NStQ are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide NStQ with other compensation in accordance with the Final Agreement.
11. Subject to paragraph 14, if the replacement land identified by the Federal Expropriating Authority would result in the total size of NStQ Treaty Settlement Lands being less than at the Effective Date and NStQ does not agree that the

replacement land is of comparable value to the Interest in NStQ Treaty Settlement Lands being expropriated, NStQ may refer the issue of whether the replacement land is of comparable value to the Interest in NStQ Treaty Settlement Lands being expropriated to be finally determined by arbitration under the Dispute Resolution Chapter.

12. The total value of compensation for an Interest in NStQ Treaty Settlement Lands expropriated by a Federal Expropriating Authority pursuant to this Appendix will be determined by taking into account the following factors:
 - a. the market value of the expropriated Interest or of the NStQ Treaty Settlement Lands in which an Interest has been expropriated;
 - b. the replacement value of any improvement to NStQ Treaty Settlement Lands in which an Interest has been expropriated;
 - c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d. any reduction in the value of any Interest in NStQ Treaty Settlement Lands that is not expropriated which directly relates to the expropriation;
 - e. any adverse effect on any cultural or other special value of NStQ Treaty Settlement Lands in which an Interest has been expropriated to NStQ, provided that the cultural or other special value is only applied to an Interest in NStQ Treaty Settlement Lands recognized in law and held by NStQ, and provided that there will be no increase in the total value of compensation on account of any aboriginal rights, title or interest; and
 - f. the value of any special economic advantage arising out of or incidental to the occupation or use of NStQ Treaty Settlement Lands to the extent that the value is not otherwise compensated.
13. Subject to paragraph 14, if the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and NStQ, or where there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, the Federal Expropriating Authority, or NStQ may refer the dispute for resolution under the Dispute Resolution Chapter.
14. A dispute in respect of the valuation of replacement land under paragraph 11, or on the total value of compensation under paragraph 12, or on the terms and conditions of the return of land under paragraph 24, will not delay the expropriation.

15. Interest on compensation is payable from the effective date of an expropriation at the interest rate payable in accordance with federal legislation.
16. Where a Federal Expropriating Authority expropriates or otherwise acquires a fee simple estate in a parcel of NStQ Treaty Settlement Lands, the land will no longer be NStQ Treaty Settlement Lands and Appendix B will be deemed to be amended in accordance with the amendment process set out in paragraph 2.14.11 of the General Provisions Chapter.
17. Where a Federal Expropriating Authority expropriates less than a fee simple estate in a parcel of NStQ Treaty Settlement Lands:
 - a. the parcel of land retains its status as NStQ Treaty Settlement Lands;
 - b. the parcel of land remains subject to NStQ Law, except to the extent that such law interferes with the use of the parcel of land for which the expropriation took place; and
 - c. NStQ may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with or interferes with the expropriation in the view of the Federal Expropriating Authority.
18. Canada and British Columbia will consent to replacement land, transferred by a Federal Expropriating Authority to NStQ, as part of the compensation in accordance with paragraph 10 being added to NStQ Treaty Settlement Lands if:
 - a. the replacement land is located in an area that is free from overlap with:
 - i. other First Nations that have claims of legal Interests; or
 - ii. an area subject to treaty negotiations,except where the other First Nation in those cases consents to the addition; and
 - b. the addition of replacement land to NStQ Treaty Settlement Lands will not result in Canada or British Columbia being required to assume financial or other obligations.

RETURN OF AN EXPROPRIATED INTEREST

19. Where an expropriated Interest in a parcel of NStQ Treaty Settlement Lands is no longer required for the purpose for which it was expropriated, the federal department, agency or other entity, or its successors or assigns, who holds the

expropriated Interest, will ensure that the Interest is returned to NStQ on the terms and conditions negotiated in accordance with paragraph 24.

20. Where a fee simple estate is returned to NStQ in accordance with paragraph 19, the parcel of land will become NStQ Treaty Settlement Lands on the date of the transfer of the fee simple estate to NStQ.
21. If a parcel of NStQ Treaty Settlement Lands is no longer NStQ Treaty Settlement Lands under paragraph 16, or where replacement lands are added to NStQ Treaty Settlement Lands under paragraph 18, or where land is returned to NStQ under paragraph 19, Appendix B will be deemed to be amended in accordance with the amendment process set out in paragraph 2.14.11 of the General Provisions Chapter.
22. The consent of the Governor-in-Council is not required to give effect to a reversion under paragraph 19, and the federal department, agency or other entity who holds the expropriated Interest will determine the Disposition of any improvements made to the land in a manner consistent with the agreement reached pursuant to paragraph 24.
23. NStQ agrees that the return of an Interest in NStQ Treaty Settlement Lands under paragraph 20 will not result in Canada or British Columbia assuming financial or other obligations, unless agreed to in writing at the time of the expropriation.
24. At the time of the expropriation, NStQ and the Federal Expropriating Authority will negotiate the terms and conditions of the return of an expropriated Interest in NStQ Treaty Settlement Lands, including:
 - a. requirements relating to financial considerations based on market value principles;
 - b. the condition of the land to be returned; and
 - c. the process for resolving any disputes around the implementation of these terms and conditions.
25. Where the terms and conditions of the return of an expropriated Interest in NStQ Treaty Settlement Lands cannot be agreed upon by NStQ and the Federal Expropriating Authority at the time of the expropriation, either NStQ or the Federal Expropriating Authority may refer the issue to be finally determined by arbitration under the Dispute Resolution Chapter.

OTHER MATTERS

26. Except as otherwise provided in this Appendix, no conflict or dispute between the Parties respecting the interpretation, application or implementation of this Appendix will go to dispute resolution under the Dispute Resolution Chapter.
27. For greater certainty, and subject to paragraph 28, except to the extent that the provisions of this Appendix modify the application of federal legislation relating to an expropriation of NStQ Treaty Settlement Lands, all federal legislation relating to expropriation applies to an expropriation of NStQ Treaty Settlement Lands under this Appendix.
28. Without limiting the generality of paragraph 2.6.5 of the General Provisions Chapter, in the event of an inconsistency between the Final Agreement and the federal *Expropriation Act* or other federal legislation relating to the expropriation, the provisions of the Final Agreement will prevail to the extent of the inconsistency.

APPENDIX M: SITES OF CULTURAL OR HISTORICAL SIGNIFICANCE

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX N: NStQ TREATY SETTLEMENT LANDS WITHIN COMMUNITY WATERSHEDS

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX O: DISPUTE RESOLUTION

The Parties acknowledge that this appendix will either be reviewed and amended or completed during Final Agreement negotiations, as required.

APPENDIX O-1: Collaborative Negotiations

APPENDIX O-2: Mediation

APPENDIX O-3: Technical Advisory Panel

APPENDIX O-4: Neutral Evaluation

APPENDIX O-5: Elders Advisory Council

APPENDIX O-6: Arbitration

Appendix O-1: Collaborative Negotiations

DEFINITIONS

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below :
 - a. "**Chapter**" means the Dispute Resolution Chapter of the Final Agreement;
 - b. "**Party**" means a participating party to collaborative negotiations under this Appendix; and
 - c. "**Section**" means a section in this Appendix.

GENERAL

2. Collaborative negotiations commence:
 - a. on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or
 - b. in the case of negotiations in the circumstances described in subparagraph 28.2.2(c) of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A notice under paragraph 28.4.1 of the Chapter requiring the commencement of collaborative negotiations will include the following:
 - a. the names of the Parties directly engaged in the disagreement;
 - b. a brief summary of the particulars of the disagreement;
 - c. a description of the efforts made to date to resolve the disagreement;
 - d. the names of the individuals involved in those efforts; and
 - e. any other information that will help the Parties.

REPRESENTATION

4. A Party may attend collaborative negotiations with or without legal counsel.
5. At the commencement of the first negotiation meeting, each Party will advise the other Parties of any limitations on the authority of its representatives.

NEGOTIATION PROCESS

6. The Parties will convene their first negotiation meeting in collaborative negotiations, other than those described in subparagraph 28.2.2(c) of the Chapter, within 21 days after the commencement of the collaborative negotiations.
7. Before the first scheduled negotiation meeting, the Parties will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of paragraph 28.6.1 of the Chapter.
8. For purposes of subparagraph 28.6.1(b) of the Chapter, "timely disclosure" means disclosure made within 15 days after a request for disclosure by a Party.
9. The Parties will make a serious attempt to resolve the disagreement by:
 - a. identifying underlying interests;
 - b. isolating points of agreement and disagreement;
 - c. exploring alternative solutions;
 - d. considering compromises or accommodations; and
 - e. taking any other measures that will assist in resolution of the disagreement.
10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

11. In order to assist in the resolution of a disagreement, collaborative negotiations will not be open to the public.
12. The Parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the collaborative negotiations; and
 - b. the fact that this information has been disclosed.
13. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative

negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:

- a. any documents of other Parties produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
- b. any views expressed, or suggestions made, by any Party in respect of a possible settlement of the disagreement;
- c. any admissions made by any Party in the course of the collaborative negotiations, unless otherwise stipulated by the admitting Party; and
- d. the fact that any Party has indicated a willingness to make or accept a proposal for settlement.

14. Sections 12 and 13 do not apply:

- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the collaborative negotiation;
- b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
- c. if the oral or written information referred to in these Sections is in the public forum.

RIGHT TO WITHDRAW

15. A Party may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

16. Collaborative negotiations are terminated when any of the following occurs:

- a. the expiration of:
 - i. 30 days; or
 - ii. in the case of collaborative negotiations in the circumstances described in subparagraph 28.2.2(c) of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the Parties in writing;

- b. a Party directly engaged in the disagreement withdraws from the collaborative negotiations under Section 15;
- c. the Parties agree in writing to terminate the collaborative negotiations; or
- d. the Parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

Appendix O-2: Mediation

DEFINITIONS

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below :
 - a. "**Chapter**" means the Dispute Resolution Chapter of the Final Agreement;
 - b. "**Party**" means a participating party to a mediation under this Appendix;
and
 - c. "**Section**" means a section in this Appendix.

GENERAL

2. A mediation commences on the date the Parties directly engaged in the disagreement have agreed in writing to use mediation, or are deemed to have agreed to use mediation, under paragraph 28.5.5 of the Chapter.

APPOINTMENT OF MEDIATOR

3. A mediation will be conducted by one mediator jointly appointed by the Parties.
4. A mediator will be:
 - a. an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the disagreement; and
 - b. independent and impartial.
5. If the Parties fail to agree on a mediator within 15 days after commencement of a mediation, the appointment will be made by the Neutral Appointing Authority on the written request of a Party that is copied to the other Parties.
6. Subject to any limitations agreed to by the Parties, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a Party may give the mediator and the other Parties a written notice, with or without reasons, requiring the mediator to withdraw from the mediation on the grounds that the Party has justifiable doubts as to the mediator's independence or impartiality.

8. On receipt of a written notice under Section 7, the mediator will immediately withdraw from the mediation.
9. A person who is an NStQ Citizen, or related to an NStQ Citizen, must not be required to withdraw under Section 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A mediator's appointment terminates if:
 - a. the mediator is required to withdraw under Section 8;
 - b. the mediator withdraws from office for any reason; or
 - c. the Parties agree to the termination.
11. If a mediator's appointment terminates, a replacement mediator will be appointed using the procedure in Sections 3 to 5 and the required time period commences from the date of termination of the appointment.

REPRESENTATION

12. A Party may attend a mediation with or without legal counsel.
13. If a mediator is a lawyer, the mediator must not act as legal counsel for any Party.
14. At the commencement of the first meeting of a mediation, each Party will advise the mediator and the other Parties of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

15. The Parties will:
 - a. make a serious attempt to resolve the disagreement by:
 - i. identifying underlying interests;
 - ii. isolating points of agreement and disagreement;
 - iii. exploring alternative solutions; and
 - iv. considering compromises or accommodations; and

- b. cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
- 16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the Parties to resolve the disagreement in a fair, efficient, and cost-effective manner.
- 17. Within seven days of the appointment of a mediator, each Party will deliver a brief written summary to the mediator of the relevant facts, the issues in the disagreement, and its viewpoint in respect of them and the mediator will deliver copies of the summaries to each Party at the end of the seven day period.
- 18. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the Parties.
- 19. Disclosures made by any Party to a mediator in private caucus will not be disclosed by the mediator to any other Party without the consent of the disclosing Party.
- 20. No transcript or recording will be kept of a mediation meeting but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

- 21. In order to assist in the resolution of a disagreement, a mediation will not be open to the public.
- 22. The Parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the mediation; and
 - b. the fact that this information has been disclosed.
- 23. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:
 - a. any documents of other Parties produced in the course of the mediation that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions, or proposals made in respect of a possible settlement of the disagreement;
 - c. any admissions made by any Party in the course of the mediation, unless otherwise stipulated by the admitting Party;

- d. any recommendations for settlement made by the mediator; and
- e. the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement.

24. Sections 22 and 23 do not apply:

- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a mediation;
- b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
- c. if the oral or written information referred to in those Sections is in the public forum.

25. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the mediation, and all Parties will oppose any effort to have that person or that information subpoenaed.

26. A mediator, or anyone retained or employed by the mediator, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a Party to the mediation.

REFERRAL OF ISSUES TO OTHER PROCESSES

27. During a mediation the Parties may agree to refer particular issues in the disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the disagreement, and in that event, the Parties must specify:

- a. the terms of reference for the process;
- b. the time within which the process must be concluded; and
- c. how the costs of the process are to be allocated to the Parties.

28. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under Section 27.

RIGHT TO WITHDRAW

29. A Party may withdraw from a mediation at any time by giving written notice of its intent to the mediator.

30. Before a withdrawal is effective, the withdrawing Party will:

- a. speak with the mediator;
- b. disclose its reasons for withdrawing; and
- c. give the mediator the opportunity to discuss the consequences of withdrawal.

TERMINATION OF MEDIATION

31. A mediation is terminated when any of the following occurs:

- a. subject to Section 28, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the Parties in writing;
- b. the Parties have agreed in writing to terminate the mediation or not to appoint a replacement mediator under Section 11;
- c. a Party directly engaged in the disagreement withdraws from the mediation under Section 29; or
- d. the Parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

MEDIATOR RECOMMENDATION

32. If a mediation is terminated without the Parties reaching agreement, the Parties may agree to request the mediator to give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.

33. Within 15 days after delivery of a mediator's recommendation under Section 32, the Parties will meet with the mediator to attempt to resolve the disagreement.

COSTS

34. A Party withdrawing from a mediation under Section 29 is not responsible for any costs of the mediation that are incurred after the date that Party's withdrawal takes effect.

Appendix O-3: Technical Advisory Panel

DEFINITIONS

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below ::
 - a. "**Chapter**" means the Dispute Resolution Chapter of the Final Agreement;
 - b. "**Member**" means a member of the Panel;
 - c. "**Panel**" means a technical advisory panel appointed under this Appendix;
 - d. "**Party**" means a participating party to a reference under this Appendix;
 - e. "**Reference**" means a reference of a disagreement to the Panel;
 - f. "**Section**" means a section in this Appendix; and
 - g. "**Subsection**" means a subsection in this Appendix.

GENERAL

2. A question of law may not be referred to a Panel.
3. A Reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use a technical advisory Panel under subparagraph 28.5.5(b) of the Chapter.

APPOINTMENT OF PANEL MEMBERS

4. A Panel will have three Member unless the Parties agree on a Panel of five Members.
5. A Member will be skilled and knowledgeable in the technical or scientific subject matter or issues of the disagreement.
6. If there are two Parties and the Panel will have:
 - a. three Members, each Party will appoint one Member and the two appointed Members will jointly appoint the third Member; or
 - b. five Members, each Party will appoint two Members and the four appointed Members will jointly appoint the fifth Member.
7. If there are three Parties and the Panel will have:

- a. three Members, each Party will appoint one Member; or
 - b. five Members, each Party will appoint one Member and the three appointed Members will jointly appoint the fourth and fifth Members.
8. In the appointment procedures under Sections 6 and 7, if:
- a. a Party fails to appoint the required number of Members within 30 days after commencement of the Reference; or
 - b. the appointing Members fail to appoint the required number of additional Members within 15 days after the last appointing Member was appointed,
- the required appointments will be made by the Neutral Appointing Authority on the written request of a Party that is copied to the other Parties.

END OF APPOINTMENT

9. The appointment of a Member who is jointly appointed by the Parties, by the appointing Members, or by the Neutral Appointing Authority under Subsection 8.b, terminates if:
- a. the Member withdraws from office for any reason; or
 - b. the Parties agree to the termination.
10. The appointment of a Member appointed by one Party, or by the Neutral Appointing Authority under Subsection 8.a in place of the Party, terminates if:
- a. the Member withdraws from office for any reason; or
 - b. the appointing Party terminates the appointment.
11. Subject to Section 12, where the appointment of a Member terminates, a replacement Member will be appointed under section 6 or 7, as applicable, within the required time commencing from the termination of the former Member's appointment.
12. A Party may elect not to replace a Member it had appointed but the Party may not withdraw from the Reference except as permitted under Sections 30 to 34.

TERMS OF REFERENCE

14. Not more than 15 days after the appointment of the last Member of a Panel, the Parties must provide the Panel with written terms of reference that set out at least the following:
 - a. the Parties to the disagreement;
 - b. the subject matter or issues of the disagreement;
 - c. the kind of assistance that the Parties request from the Panel, including giving advice, making determinations, finding facts, conducting, evaluating and reporting on studies and making recommendations;
 - d. the time period within which the Parties request the assistance to be provided;
 - e. the time periods or stages of the Reference at the conclusion of which the Panel must provide the Parties with written interim reports on the Panel's progress on the referral and on expenditures under the budget described in Section 15 as they relate to that progress;
 - f. the time within which the Panel will provide the Parties with the budget described in Section 154;
 - g. any limitations on the application of Sections 35 to 43 to the Reference; and
 - h. the time period by which the Panel will provide the Parties with its final written report.
15. The Parties may discuss the proposed terms of reference with the Panel before they are finally settled.
16. Within the time referred to in Subsection 13(f), the Panel will provide the Parties with a budget for the costs of conducting the Reference, including:
 - a. fees to be paid to the Members;
 - b. costs of required travel, food and accommodation of Members;
 - c. costs of any required administrative assistance; and
 - d. costs of any studies.

17. The Parties will consider the budget submitted by the Panel and approve that budget with any amendments agreed by the Parties before the Panel undertakes any activities under the Reference.
18. The Parties are not responsible for any costs incurred by the Panel that are in excess of those approved under Section 16, and the Panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the Parties.
19. The Parties may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the Panel.

CONDUCT OF REFERENCE TO PANEL

20. The Parties will:
 - a. cooperate fully with the Panel;
 - b. comply with any requests made by the Panel as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the Panel.
21. Subject to any limitations or requirements in the terms of reference given and the limits of the budget approved under Sections 16 to 18, the Panel may conduct its Reference using any procedure it considers necessary or appropriate, including holding a hearing.
22. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the Panel specifies, after consultation with the Parties.
23. If a hearing is held, the Panel will give the Parties reasonable written notice of the hearing date, which notice will, in any event, be not less than seven days.
24. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
25. The legal rules of evidence do not apply to a hearing before the Panel.
26. The Panel will give the Parties the interim and final written reports specified in its terms of reference within the required times.
27. A report of the Panel is not binding on the Parties.

PANEL BUSINESS

28. A Panel will appoint one of its Members to act as chair of the Panel.
29. The chair of a Panel is responsible for all communications between the Panel, the Parties and any other person to whom the Panel wishes to communicate, but this does not preclude a Member from communicating informally with a Party.
30. A Panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:
 - a. if consensus is not possible, by actions approved by a majority of its Members; or
 - b. if a majority is not possible, by actions approved by the chair of the Panel.

RIGHT TO WITHDRAW

31. If one of two Parties to a Reference, or two of three Parties to a Reference, are not satisfied with the progress of the Reference:

- a. after receipt of an interim report; or
- b. as a result of the Panel's failure to submit an interim report within the required time,

the dissatisfied Party or Parties, as the case may be, may give written notice to the Panel and the other Party that the Party or Parties are withdrawing from the Reference and that the Reference is terminated.

32. If one of three Parties to a Reference is not satisfied with the progress of the Reference:

- a. after receipt of an interim report; or
- b. as a result of the Panel's failure to submit an interim report within the required time,

the dissatisfied Party may give written notice to the Panel and the other Parties that it is withdrawing from the Reference.

33. Two Parties who receive a notice under Section 31 will advise the Panel in writing that they have agreed:

- a. to terminate the Reference; or
- b. to continue the Reference.

34. If no Party gives a notice under Sections 30 or 31 within 10 days after:

- a. receipt of an interim report; or
- b. the time required to submit an interim report,

all Parties will be deemed to be satisfied with the progress of the Reference until submission of the next required interim report.

35. No Party may withdraw from a Reference except as permitted under Sections 30 to 33.

CONFIDENTIALITY

36. The Parties may, by agreement recorded in the terms of reference of the Panel in Section 13, limit the application of all or any part of Sections 36 to 41 in a Reference.

37. In order to assist in the resolution of the disagreement, a Reference will not be open to the public.

38. The Parties, and all persons, will keep confidential:

- a. all oral and written information disclosed in the Reference; and
- b. the fact that this information has been disclosed.

39. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the Reference, any oral or written information disclosed in or arising from the Reference, including:

- a. any documents of other Parties produced in the course of the Reference that are not otherwise produced or producible in that proceeding;
- b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
- c. any admissions made by any Party in the course of the Reference, unless otherwise stipulated by the admitting Party;
- d. the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
- e. any reports of the Panel.

40. Sections 37 and 38 do not apply:

- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the Reference;
- b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
- c. if the oral or written information referred to in those Sections is in the public forum.

41. A Member, or anyone retained or employed by the Member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that person as a result of the Reference, and all Parties will oppose any effort to have that person or that information subpoenaed.

42. A Member, or anyone retained or employed by the Member, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a Party to the Reference.

ATTEMPT TO RESOLVE AFTER REPORT

43. Within 21 days after receipt of the final written report of a Panel, the Parties will meet and make an effort to resolve the disagreement taking into account the report of the Panel or any other considerations.

44. If the Parties and the Panel agree, the Members of a Panel may attend the meeting under Section 42 and provide any necessary assistance to the Parties.

TERMINATION OF REFERENCE TO PANEL

44. A Reference is terminated when any of the following occurs:

- a. the Reference has been terminated as permitted under Section 30 or 32;
- b. the expiration of 30 days after receipt of the final report of the Panel, or any longer period agreed by the Parties in writing; or
- c. the Parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

45. A Party is not responsible for sharing any costs of the Reference that were incurred after the date that Party notified the other Parties, under Section 31, of its withdrawal from the Reference.

Appendix O-4: Neutral Evaluation

DEFINITION

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below:
 - a. “**Arbitral Award**” has the same meaning ascribed in Appendix Q-6;
 - b. “**Arbitral Tribunal**” has the same meaning ascribed in Appendix Q-6;
 - c. “**Chapter**” means the Dispute Resolution Chapter of the Final Agreement;
 - d. “**Party**” means a participating party to a neutral evaluation under this Appendix;
 - e. “**Section**” means a section in this Appendix; and
 - f. “**Subsection**” means a subsection in this Appendix.

GENERAL

2. A neutral evaluation commences on the date that the Parties directly engaged in the disagreement have agreed in writing to use neutral evaluation under subparagraph 28.5.5.c of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

3. A neutral evaluation will be conducted by one person jointly appointed by the Parties.
4. A neutral evaluator will be:
 - a. experienced or skilled in the subject matter or issues of the disagreement; and
 - b. independent and impartial.
5. If the Parties fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the Neutral Appointing Authority on the written request of a Party that is copied to the other Parties.
6. Subject to any limitations agreed to by the Parties, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a Party may give a neutral evaluator and the other Parties a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation on the grounds that the Party has justifiable doubts as to the neutral evaluator's independence or impartiality.
8. On receipt of a written notice under Section 7, the neutral evaluator must immediately withdraw from the neutral evaluation.
9. A person who is an NStQ Citizen, or related to an NStQ Citizen, must not be required to withdraw under Section 7 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

10. A neutral evaluator's appointment terminates if:
 - a. the neutral evaluator is required to withdraw under Section 8;
 - b. the neutral evaluator withdraws for any reason; or
 - c. the Parties agree to the termination.
11. Unless the Parties agree otherwise, if a neutral evaluator's appointment terminates, a replacement will be appointed under Section 5 within the required time commencing from the date of the termination of the appointment.

COMMUNICATIONS

12. Except with respect to administrative details or a meeting under Section 31, the Parties will not communicate with the neutral evaluator:
 - a. orally except in the presence of all Parties; or
 - b. in writing without immediately sending a copy of that communication to all Parties.
13. Section 12 also applies to any communication by a neutral evaluator to the Parties.

CONDUCT OF NEUTRAL EVALUATION

14. The Parties will:
 - a. cooperate fully with the neutral evaluator;
 - b. comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the neutral evaluator.
15. A neutral evaluation will be conducted only on the basis of documents submitted by the Parties under Section 20 unless the Parties agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.
16. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the Parties.
17. If a hearing is held, the neutral evaluator must give the Parties reasonable written notice of the hearing date, which notice will, in any event, be not less than seven days.
18. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
19. The legal rules of evidence do not apply to a neutral evaluation.
20. Within 15 days after the appointment of a neutral evaluator, each Party must deliver to the other Parties and to the neutral evaluator a written submission respecting the disagreement, including facts upon which the Parties agree or disagree, and copies of any documents, affidavits and exhibits on which the Party relies.
21. Within 21 days after the appointment of a neutral evaluator, a Party may submit a reply to the submission of any other Party and, in that event, will provide copies of the reply to the Party and the neutral evaluator.

CONFIDENTIALITY

22. In order to assist in the resolution of the disagreement, a neutral evaluation will not be open to the public.
23. The Parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the neutral evaluation; and

- b. the fact that this information has been disclosed.
24. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:
- a. any documents of other Parties produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any Party in the course of the neutral evaluation, unless otherwise stipulated by the admitting Party;
 - d. the fact that any Party has indicated a willingness to make or accept a proposal for settlement; and
 - e. subject to Section 28, the opinion of the neutral evaluator.
25. Sections 23 and 24 do not apply:
- a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a neutral evaluation;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information is in the public forum.
26. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that person as a result of a neutral evaluation under this Appendix, and all Parties will oppose any effort to have that person or that information subpoenaed.
27. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a Party to the neutral evaluation.

28. Notwithstanding Sections 23 to 26, after an Arbitral Tribunal has delivered its final Arbitral Award, or a court has referred its decision, in respect of a disagreement, a Party, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the Arbitral Tribunal or the court a copy of:

- a. the neutral evaluator's opinion respecting that agreement; or
- b. the neutral evaluator's notice of termination under Section 7.

NON-BINDING OPINION

29. Within 21 days after the later of:

- a. delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or
- b. completion of a hearing,

the neutral evaluator will deliver to the Parties a written opinion with reasons in respect of the probable disposition of the disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, under the Chapter.

30. An opinion under Section 29 is not binding on the Parties.

ATTEMPT TO RESOLVE AFTER OPINION

31. Within 21 days after delivery of an opinion under Section 29, the Parties will meet and make an effort to resolve the disagreement, taking into account the opinion of the neutral evaluator or any other considerations.

32. If the Parties and the neutral evaluator agree, the neutral evaluator may attend a meeting under Section 31, and provide any necessary assistance to the Parties.

FAILURE TO COMPLY

33. If a Party fails to participate in the neutral evaluation as contemplated in Sections 14 to 21, the neutral evaluator may:

- a. provide an opinion based solely upon the information and submissions they have obtained; or
- b. give a written notice of termination of the neutral evaluation,

to the Parties and, in either event, the neutral evaluator must record that Party's failure.

TERMINATION OF NEUTRAL EVALUATION

34. A neutral evaluation is terminated when any of the following occurs:

- a. the neutral evaluator gives a notice of termination under Subsection 33(b);
- b. the expiration of 30 days after receipt of an opinion under Section 29 or 33, as the case may be, or any longer period agreed by the Parties;
- c. all the Parties directly engaged in the disagreement agree in writing to terminate evaluation; or
- d. all the Parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

35. A Party that has failed to participate in a neutral evaluation as contemplated in Sections 14 to 21 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

Appendix O-5: Elders Advisory Council

DEFINITION

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below:
 - a. "**Chapter**" means the Dispute Resolution Chapter of the Final Agreement;
 - b. "**Council**" means an elders advisory council appointed under this Appendix;
 - c. "**Elder**" means a member of a Council;
 - d. "**Party**" means a participating party to the Reference under this Appendix;
 - e. "**Reference**" means a reference of a disagreement to the Council;
 - f. "**Section**" means a section in this Appendix; and
 - g. "**Subsection**" means a subsection in this Appendix.

GENERAL

2. A Reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use an elders advisory council under subparagraph 28.5.5.d of the Chapter.

APPOINTMENT OF ELDERS

3. Within 30 days after a Reference has commenced, each Party will appoint at least one, but not more than three, Elders to the Council.
4. Preferably, the Elders will be individuals who:
 - a. are recognized in their respective communities as wise, tolerant, personable and articulate, and who:
 - i. are often sought out for counsel or advice, or
 - ii. have a record of distinguished public service; and
 - b. are available to devote the time and energy as required to provide the assistance described in this Appendix.

END OF APPOINTMENT

5. Unless an Elder:
 - a. has requested to be relieved of their appointment due to a conflict of interest or otherwise; or
 - b. is not able to fulfill their duties, due to incapacity or otherwise,

the Elder's appointment to the Council may not be terminated until termination of the Reference in which the Elder is involved.
6. If an Elder's appointment is terminated in the circumstances described in Subsection 5(a) or (b) and that Elder was the only Elder of the Council appointed by a Party to the Reference, that Party will replace the Elder within seven days.
7. If an Elder's appointment is terminated in the circumstances described in Subsection 5(a) or (b) and that Elder was not the only Elder of the Council appointed by a Party to the Reference, that Party may replace the Elder but the replacement will be made within seven days.

CONDUCT OF REFERENCE

8. In a Reference, the Parties will cooperate fully with the Council and give prompt attention to, and respond to, all communications from the Council.
9. Notwithstanding Section 8, a Party is not required to disclose to the Council or provide it with any information that the Party would not be required to disclose in any arbitral or judicial proceedings in respect of the disagreement.
10. The Council is expected to conduct itself informally in order that the Parties may take full advantage of the Council's good offices to resolve the disagreement.
11. The Council may establish its own process to suit the particular circumstances of a Reference including meeting with the Parties together or separately, conducting informal interviews or inquiries and facilitating settlement negotiations.
12. The Council will give the Parties its final advice or recommendations on a disagreement referred to it within 120 days after the commencement of the Reference.
13. The Council may, at its option, provide its advice to the Parties:
 - a. orally on the same occasion; or

- b. in writing.
- 14. The Council may, by unanimous decision, extend the time for giving advice or recommendations under Section 12, on one occasion only, to a maximum of 60 additional days.
- 15. The advice or recommendations of the Council are not binding on the Parties.
- 16. Subject to any limitations agreed to by the Parties, the Council may employ reasonable and necessary administrative or other support services.

RIGHT TO WITHDRAW

- 17. A Party may not withdraw from a Reference until its conclusion unless all the Parties agree in writing.

CONFIDENTIALITY

- 18. In order to assist in the resolution of the disagreement, a Reference will not be open to the public.
- 19. The Parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the Reference; and
 - b. the fact that this information has been disclosed.
- 20. The Parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the Reference, any oral or written information disclosed in or arising from the Reference, including:
 - a. any documents of other Parties produced in the course of the Reference that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any Party in the course of the Reference, unless otherwise stipulated by the admitting Party;
 - d. any advice or recommendations made by an Elder or the Council; and
 - e. the fact that any Party has indicated a willingness to make or accept any advice or recommendation for settlement.

21. Sections 19 and 20 do not apply:

- a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the Reference;
- b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;
or
- c. if the oral or written information referred to in those Sections is in the public forum.

22. An Elder, or anyone retained or employed by the Council, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the Reference and all Parties will oppose any effort to have that person or that information subpoenaed.

23. An Elder, or anyone retained or employed by the Council, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a Party to the Reference.

DECISION-MAKING

24. The Council must make its best efforts to reach consensus among the Elders before taking any action or giving any advice under the Reference.

25. The Council may not take any action under Section 12 unless at least one Elder appointed by each Party expressly agrees with the action taken.

TERMINATION OF REFERENCE

26. A Reference is terminated when any of the following occurs:

- a. the Council gives the Parties its advice under Section 12;
- b. the expiration of the applicable time period in Section 12 or 14; or
- c. the Parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

Appendix O-6: Arbitration

DEFINITIONS

1. In this Appendix, all capitalized words will have the meanings set out in the Final Agreement unless specified otherwise, as set out below:
 - a. "**Applicant**" means:
 - i. in an arbitration commenced under paragraph 28.8.1 of the Chapter, the Party that delivered the notice of arbitration; and
 - ii. in an arbitration commenced under paragraph 28.8.2 of the Chapter, the Party that the Parties have agreed will be the applicant in the agreement to arbitrate;
 - b. "**Arbitral Award**" means any decision of the Arbitral Tribunal on the substance of the disagreement submitted to it, and includes:
 - i. an interim arbitral award, including an interim award made for the preservation of property; and
 - ii. an award of interest or costs;
 - c. "**Arbitral Tribunal**" means a single arbitrator or a panel of arbitrators appointed under this Appendix;
 - d. "**Arbitration Agreement**" includes
 - i. the requirement to refer to arbitration disagreements described in paragraph 28.8.1 of the Chapter; and
 - ii. an agreement to arbitrate a disagreement as described in paragraph 28.8.2 of the Chapter;
 - e. "**Chapter**" means the Dispute Resolution Chapter of the Final Agreement;
 - f. "**Party**" means a participating party to arbitration under this Appendix;
 - g. "**Respondent**" means a Party other than the Applicant;
 - h. "**Section**" means a section of this Appendix;
 - i. "**Subsection**" means a subsection of this Appendix; and
 - j. "**Supreme Court**" means the Supreme Court of British Columbia.

GENERAL

2. A reference in this Appendix, other than in Section 86 or Subsection 115(a), to a claim, applies to a counterclaim, and a reference in this Appendix to a defence, applies to a defence to a counterclaim.
3. Despite paragraph 28.1.4 of the Chapter, the Parties may not vary Sections 52 or 96.

COMMUNICATIONS

4. Except in respect of administrative details, the Parties will not communicate with the Arbitral Tribunal:
 - a. orally, except in the presence of all other Parties; or
 - b. in writing, without immediately sending a copy of that communication to all other Parties.
5. Section 4 also applies to any communication by the Arbitral Tribunal to the Parties.

WAIVER OF RIGHT TO OBJECT

6. A Party that knows that:
 - a. any provision of this Appendix; or
 - b. any requirement under the Final Agreement or Arbitration Agreement,has not been complied with, and yet proceeds with the arbitration without stating its objection to non-compliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, will be deemed to have waived its right to object.

EXTENT OF JUDICIAL INTERVENTION

7. In matters governed by this Appendix:
 - a. no court shall intervene except as provided in this Appendix; and
 - b. no arbitral proceedings of an Arbitral Tribunal, or order, ruling or Arbitral Award made by an Arbitral Tribunal shall be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in this Appendix.

CONSTRUCTION OF APPENDIX

8. In construing a provision of this Appendix, a court or Arbitral Tribunal may refer to the documents of the United Nations Commission on International Trade Law and its working group respecting the preparation of the UNCITRAL Model Arbitration Law and must give those documents the weight that is appropriate in the circumstances.

STAY OF LEGAL PROCEEDINGS

9. If a Party commences legal proceedings in a court against another Party in respect of a matter required or agreed to be submitted to arbitration, a Party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.

10. In an application under Section 9, the court will make an order staying the legal proceedings unless it determines that:

- a. the Arbitration Agreement is null and void, inoperative or incapable of being performed; or
- b. the legal proceedings are permitted under the Chapter.

11. An arbitration may be commenced or continued, and an Arbitral Award made, even if an application has been brought under Section 9, and the issue is pending before the court.

INTERIM MEASURES BY COURT

12. It is not incompatible with an Arbitration Agreement for a Party to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in paragraph 28.3.4 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

13. The arbitral proceedings in respect of a disagreement:

- a. required to be arbitrated as set out in paragraph 28.8.1 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or
- b. agreed to be arbitrated as set out in paragraph 28.8.2 of the Chapter, commences on the date of the Arbitration Agreement.

NOTICE OF ARBITRATION

14. A notice of arbitration under paragraph 28.8.1 of the Chapter must be in writing and contain the following information:

- a. a statement of the subject matter or issues of the disagreement;
- b. a requirement that the disagreement be referred to arbitration;
- c. the remedy sought;
- d. the suggested number of arbitrators; and
- e. any preferred qualifications of the arbitrators.

15. A notice of arbitration under Section 14 may contain the names of any proposed arbitrators.

ARBITRATORS

16. In an arbitration:

- a. required to be arbitrated as set out in paragraph 28.8.1 of the Chapter, there will be three arbitrators; and
- b. agreed to be arbitrated as set out in paragraph 28.8.2 of the Chapter, there will be one arbitrator.

17. A person eligible for appointment as:

- c. a single arbitrator or as a member or chair of an arbitral panel will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure; and
- d. a single arbitrator or member of an arbitral panel will:
 - i. be independent and impartial, and
 - ii. preferably, have knowledge of, or experience in, the subject matter or issues of the disagreement.

APPOINTMENT OF ARBITRATORS

18. A Party proposing the name of an arbitrator to another Party under Section 19 will also submit a copy of that person's resume and the statement that person is required to make under Section 25.

19. In an arbitration with a single arbitrator, if the Parties fail to agree on the arbitrator within 30 days after the commencement of the arbitration, the appointment will be made by the Neutral Appointing Authority, on the written request of a Party that is copied to the other Parties.

20. In an arbitration with three arbitrators and two Parties:

- a. each Party will appoint one arbitrator, and the two appointed arbitrators will appoint the third arbitrator; and
- b. the three arbitrators shall select a chair from among themselves.

21. In the appointment procedure under Section 20, if:

- a. a Party fails to appoint an arbitrator within 30 days after receipt of a request to do so from the other Party; or
- b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them is appointed; or
- c. the three arbitrators fail to appoint a chair within 15 days after the last of them is appointed,

the appointment will be made by the Neutral Appointing Authority, on the written request of a Party that is copied to the other Parties.

22. In an arbitration with three arbitrators and three Parties:

- a. the three Parties will jointly appoint the three arbitrators; and
- b. the three arbitrators shall select a chair from among themselves.

23. In the arbitration procedure under Section 22, if:

- a. the three Parties fail to agree on the three arbitrators within 60 days after the commencement of the arbitration; or
- b. the three arbitrators fail to appoint a chair within 15 days after the last of them is appointed,

the appointments will be made by the Neutral Appointing Authority, on the written request of a Party copied to the other Parties.

24. The Neutral Appointing Authority, in appointing an arbitrator or the chair of an Arbitral Tribunal, must have due regard to:

- a. any qualifications as set out in Section 17 or as otherwise agreed in writing by the Parties; and
- b. other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUND FOR CHALLENGE

25. When a person is approached in connection with possible appointment as an arbitrator, that person will provide a written statement:

- a. disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or
- b. advising that the person is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.

26. An arbitrator, from the time of appointment and throughout the arbitral proceedings, will, without delay, disclose to the Parties any circumstances referred to in Section 25 unless the Parties have already been informed of them.

27. An arbitrator may be challenged only if:

- a. circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or
- b. the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the Parties.

28. A Party may only challenge an arbitrator appointed by that Party, or in whose appointment that Party has participated, for reasons of which that Party becomes aware after the appointment has been made.

29. A person who is an NStQ Citizen, or related to an NStQ Citizen, may not be challenged under Section 27 solely on the grounds of that citizenship or relationship.

CHALLENGE PROCEDURE

30. A Party who intends to challenge an arbitrator will send to the Arbitral Tribunal a written statement of the reasons for the challenge within 15 days after becoming

aware of the constitution of the Arbitral Tribunal, or after becoming aware of any circumstances referred to in Section 27.

31. Unless the arbitrator challenged under Section 30 withdraws from office, or the other Parties agree to the challenge, the Arbitral Tribunal will decide on the challenge.
32. If a challenge under any procedure agreed upon by the Parties or under the procedure under Section 30 is not successful, the challenging Party, within 30 days after having received notice of the decision rejecting the challenge, may request the Neutral Appointing Authority to decide on the challenge.
33. The decision of the Neutral Appointing Authority under Section 32 is final and is not subject to appeal.
34. While a request under Section 32 is pending, the Arbitral Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an Arbitral Award unless:
 - a. the costs occasioned by proceeding before the decision of the Neutral Appointing Authority is made would unduly prejudice the Parties; or
 - b. the Parties agree otherwise.

FAILURE OR IMPOSSIBILITY TO ACT

35. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.
36. If a controversy remains concerning any of the grounds referred to in Section 35, a Party may request the Neutral Appointing Authority to decide on the termination of the mandate.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

37. In addition to the circumstances referred to under Sections 30 to 32, and 35, the mandate of an arbitrator terminates:
 - a. if the arbitrator withdraws from office for any reason; or
 - b. by, or pursuant to, an agreement of the Parties.
38. If the mandate of an arbitrator terminates, a replacement arbitrator must be appointed under Sections 18 to 24, as applicable.

39. If a single or chairing arbitrator is replaced, any hearings previously held must be repeated.
40. If an arbitrator, other than a single or chairing arbitrator, is replaced, any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.
41. An order or ruling of the Arbitral Tribunal made before the replacement of an arbitrator under Section 38 is not invalid solely because there has been a change in the composition of the tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

42. An Arbitral Tribunal may rule on its own jurisdiction.
43. A plea that an Arbitral Tribunal does not have jurisdiction must be raised no later than the submission of the statement of defence, but a Party is not precluded from raising that plea by the fact that the Party has appointed, or participated in the appointment of, an arbitrator.
44. A plea that an Arbitral Tribunal is exceeding the scope of its authority must be made as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.
45. An Arbitral Tribunal may, in either of the cases referred to in Section 43 or 44, admit a later plea if it considers the delay justified.
46. An Arbitral Tribunal may rule on a plea referred to in Section 43 or 44 either as a preliminary question or in the Arbitral Award.
47. If an Arbitral Tribunal rules as a preliminary question that it has jurisdiction, any Party, within 15 days after having received notice of that ruling, may request the Supreme Court to decide the matter.
48. A decision of the Supreme Court under Section 47 is final and is not subject to appeal.
49. While a request under Section 47 is pending, an Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:
 - a. the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the Parties; or
 - b. the Parties agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

50. Unless otherwise agreed by the Parties, the Arbitral Tribunal may, at the request of a Party, order a Party to take any interim measure of protection as the Arbitral Tribunal may consider necessary in respect of the subject matter of the disagreement.

51. The Arbitral Tribunal may require a Party to provide appropriate security in connection with a measure ordered under Section 50.

EQUAL TREATMENT OF PARTIES

52. The Parties will be treated with equality and each Party must be given a full opportunity to present its case.

DETERMINATION OF RULES OF PROCEDURE

53. Subject to this Appendix, the Parties may agree on the procedure to be followed by the Arbitral Tribunal in conducting the proceedings.

54. Failing any agreement under Section 53, the Arbitral Tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.

55. The Arbitral Tribunal is not required to apply the legal rules of evidence, and may determine the admissibility, relevance, materiality and weight of any evidence.

56. The Arbitral Tribunal must make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.

57. The Arbitral Tribunal may extend or abridge a period of time:

- a. set in this Appendix, except the period specified in Section 105; or
- b. established by the tribunal.

PRE-HEARING MEETING

58. Within 10 days after the Arbitral Tribunal is selected, the tribunal will convene a pre-hearing meeting of the Parties to reach agreement and to make any necessary orders on:

- a. any procedural issues arising under this Appendix;
- b. the procedure to be followed in the arbitration;
- c. the time periods for taking steps in the arbitration;

- d. the scheduling of hearings or meetings, if any;
- e. any preliminary applications or objections; and
- f. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.

59. The Arbitral Tribunal will prepare and distribute promptly to the Parties a written record of all the business transacted, and decisions and orders made, at the pre-hearing meeting.

60. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

61. The arbitration will take place in the Province of British Columbia.

62. Despite Section 61, an Arbitral Tribunal may meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the Parties, or for inspection of documents, goods or other personal property, or for viewing physical locations.

LANGUAGE

63. If the Arbitral Tribunal determines that it was necessary or reasonable for a Party to incur the costs of translation of documents and oral presentations in the circumstances of a particular disagreement, the Arbitral Tribunal, on application of a Party, may order that any of the costs of that translation be deemed to be costs of the arbitration under paragraph 28.13.1 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

64. Within 21 days after the Arbitral Tribunal is constituted, the Applicant will deliver a written statement to all the Parties stating the facts supporting its claim or position, the points at issue and the relief or remedy sought.

65. Within 15 days after receipt of the Applicant's statement, each Respondent will deliver a written statement to all the Parties stating its defence or position in respect of those particulars.

66. Each Party must attach to its statement a list of documents:

- a. upon which the Party intends to rely; and
- b. which describes each document by kind, date, author, addressee and subject matter.

67. The Parties may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:

- a. the delay in making it; and
- b. any prejudice suffered by the other Parties.

68. The Parties will deliver copies of all amended, supplemented or new documents delivered under Section 67 to all the Parties.

DISCLOSURE

69. The Arbitral Tribunal may order a Party to produce, within a specified time, any documents that:

- a. have not been listed under Section 66;
- b. the Party has in its care, custody or control; and
- c. the Arbitral Tribunal considers to be relevant.

70. Each Party will allow the other Party the necessary access at reasonable times to inspect and take copies of all documents that the former Party has listed under Section 66, or that the Arbitral Tribunal has ordered to be produced under Section 69.

71. The Parties will prepare and send to the Arbitral Tribunal an agreed statement of facts within the time specified by the Arbitral Tribunal.

72. Not later than 21 days before a hearing commences, each Party will give the other Parties:

- a. the name and address of any witness and a written summary of the witness's evidence; and
- b. in the case of an expert witness, a written statement or report prepared by the expert witness.

73. Not later than 15 days before a hearing commences, each Party will give to the other Parties and the Arbitral Tribunal an assembly of all documents to be introduced at the hearing.

HEARINGS AND WRITTEN PROCEEDINGS

74. The Arbitral Tribunal will decide whether to hold hearings for the presentation of evidence or for oral argument, or whether the proceedings will be conducted on the basis of documents and other materials.
75. Unless the Parties have agreed that no hearings will be held, the Arbitral Tribunal will hold hearings at an appropriate stage of the proceedings, if so requested by a Party.
76. The Arbitral Tribunal will give the Parties sufficient advance notice of any hearing and of any meeting of the Arbitral Tribunal for the purpose of inspection of documents, goods or other property or viewing any physical location.
77. All statements, documents or other information supplied to, or applications made to, the Arbitral Tribunal by one Party will be communicated to the other Parties, and any expert report or evidentiary document on which the Arbitral Tribunal may rely in making its decision must be communicated to the Parties.
78. Unless ordered by the Arbitral Tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the Arbitral Tribunal, are open to the public.
79. The Arbitral Tribunal will schedule hearings to be held on consecutive days until completion, unless the Parties agree otherwise.
80. All oral evidence must be taken in the presence of the Arbitral Tribunal and all the Parties unless a Party is absent by default or has waived the right to be present.
81. The Arbitral Tribunal may order any individual to be examined by the Arbitral Tribunal under oath or on affirmation in relation to the disagreement and to produce before the Arbitral Tribunal all relevant documents within the individual's care, custody or control.
82. The document assemblies delivered under Section 73 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a Party may challenge the admissibility of any document so introduced.
83. If the Arbitral Tribunal considers it just and reasonable to do so, the Arbitral Tribunal may permit a document that was not previously listed under Section 66, or produced as required under Section 69 or 70, to be introduced at the hearing, but the Arbitral Tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.

84. If the Arbitral Tribunal permits the evidence of a witness to be presented as a written statement, the other Party may require that witness to be made available for cross examination at the hearing.

85. The Arbitral Tribunal may order a witness to appear and give evidence, and, in that event, the Parties may cross examine that witness and call evidence in rebuttal.

DEFAULT OF A PARTY

86. If, without showing sufficient cause, the Applicant fails to communicate its statement of claim in accordance with Section 64, the Arbitral Tribunal may terminate the proceedings.

87. If, without showing sufficient cause, a Respondent fails to communicate its statement of defence in accordance with Section 65, the Arbitral Tribunal will continue the proceedings without treating that failure in itself as an admission of the Applicant's allegations.

88. If, without showing sufficient cause, a Party fails to appear at the hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make the Arbitral Award on the evidence before it.

89. Before terminating the proceedings under Section 86, the Arbitral Tribunal must give all Respondents written notice providing an opportunity to file a statement of claim in respect of the disagreement within a specified period of time.

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

90. After consulting the Parties, the Arbitral Tribunal may:

- a. appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal; and
- b. for that purpose, require a Party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.

91. The Arbitral Tribunal must give a copy of the expert's report to the Parties who must have an opportunity to reply to it.

92. If a Party so requests, or if the Arbitral Tribunal considers it necessary, the expert must, after delivery of a written or oral report, participate in a hearing where the

Parties must have the opportunity to cross examine the expert and to call any evidence in rebuttal.

93. The expert must, on the request of a Party:

- a. make available to that Party for examination all documents, goods or other property in the expert's possession, and provided to the expert in order to prepare a report; and
- b. provide that Party with a list of all documents, goods or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods or other personal property or lands.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

94. An Arbitral Tribunal must decide the disagreement in accordance with the law.

95. If the Parties have expressly authorized it to do so, an Arbitral Tribunal may decide the disagreement based upon equitable considerations.

96. In all cases, an Arbitral Tribunal must make its decisions in accordance with the spirit and intent of the Final Agreement.

97. Before a final Arbitral Award is made, an Arbitral Tribunal or a Party, with the agreement of the other Parties, may refer a question of law to the Supreme Court for a ruling.

98. A Party may appeal a decision in the Supreme Court under Section 97 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:

- a. refuses to grant leave to a Party to appeal a ruling of the Supreme Court under Section 97 or
- b. hears an appeal from a ruling of the Supreme Court under Section 97,

the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.

99. While a request under Section 97 is pending, the Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:

- a. the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the Parties; or

- b. the Parties agree otherwise.

DECISION MAKING BY PANEL OF ARBITRATORS

- 100. In arbitral proceedings with more than one arbitrator, any decision of the Arbitral Tribunal must be made by a majority of all its members.
- 101. If there is no majority decision on a matter to be decided, the decision of the chair of the tribunal is the decision of the tribunal.
- 102. Notwithstanding Section 100, if authorized by the Parties or all the members of the Arbitral Tribunal, questions of procedure may be decided by the chair of the tribunal.

SETTLEMENT

- 103. If, during arbitral proceedings, the Parties settle the disagreement, the Arbitral Tribunal will terminate the proceedings and, if requested by the Parties, will record the settlement in the form of an Arbitral Award on agreed terms.
- 104. An Arbitral Award on agreed terms:
 - a. will be made in accordance with Sections 106 to 108;
 - b. will state that it is an Arbitral Award; and
 - c. has the same status and effect as any other Arbitral Award on the substance of the disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

- 105. An Arbitral Tribunal will make its final award as soon as possible and, in any event, not later than 60 days after:
 - a. the hearings have been closed; or
 - b. the final submission has been made,whichever is the later date.
- 106. An Arbitral Award will be made in writing, and be signed by the members of the Arbitral Tribunal.
- 107. An Arbitral Award will state the reasons upon which it is based, unless:
 - a. the Parties have agreed that no reasons are to be given; or

- b. the award is an Arbitral Award on agreed terms under Sections 103 and 104.
- 108. A signed copy of an Arbitral Award will be delivered to all the Parties by the Arbitral Tribunal.
- 109. At any time during the arbitral proceedings, an Arbitral Tribunal may make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.
- 110. An Arbitral Tribunal may award interest.
- 111. The costs of an arbitration are in the discretion of the Arbitral Tribunal which, in making an order for costs, may:
 - a. include as costs:
 - i. the fees and expenses of the arbitrators and expert witnesses;
 - ii. legal fees and expenses of the Parties;
 - iii. any administration fees of a Neutral Appointing Authority; or
 - iv. any other expenses incurred in connection with the arbitral proceedings; and
 - b. specify:
 - i. the Party entitled to costs;
 - ii. the Party who will pay the costs;
 - iii. subject to Section 112, the amount of costs or method of determining that amount; and
 - iv. the manner in which the costs will be paid.
- 112. For purposes of Section 111, an Arbitral Tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a Party, and if the legal services were provided by an employee or employees of that Party, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

TERMINATION OF PROCEEDINGS

113. An Arbitral Tribunal will close any hearings if:
- a. the Parties advise they have no further evidence to give or submissions to make; or
 - b. the tribunal considers further hearings to be unnecessary or inappropriate.
114. A final Arbitral Award, or an order of the Arbitral Tribunal under Section 115, terminates arbitral proceedings.
115. An Arbitral Tribunal will issue an order for the termination of the arbitral proceedings if:
- a. the Applicant withdraws its claim, unless the Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest in obtaining a final settlement of the disagreement;
 - b. the Parties agree on the termination of the proceedings; or
 - c. the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
116. Subject to Sections 117 to 122 and Section 126, the mandate of an Arbitral Tribunal terminates with the termination of the arbitral proceedings.

CORRECTION AND INTERPRETATION OF AWARD; ADDITIONAL AWARD

117. Within 30 days after receipt of an Arbitral Award:
- a. a Party may request the Arbitral Tribunal to correct in the tribunal award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and
 - b. a Party may, if agreed by all the Parties, request the Arbitral Tribunal to give an interpretation of a specific point or part of the Arbitral Award.
118. If an Arbitral Tribunal considers a request made under Section 117 to be justified, it will make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the Arbitral Award.
119. An Arbitral Tribunal, on its own initiative, may correct any error of the type referred to in Subsection 117(a) within 30 days after the date of the Arbitral Award.

120. A Party may request, within 30 days after receipt of an Arbitral Award, the Arbitral Tribunal to make an additional Arbitral Award respecting claims presented in the arbitral proceedings, but omitted from the Arbitral Award.

121. If the Arbitral Tribunal considers a request made under Section 120 to be justified, it will make an additional Arbitral Award within 60 days.

122. Sections 106 to 108, and Sections 110 to 112 apply to a correction or interpretation of an Arbitral Award made under Section 118 or 119, or to an additional Arbitral Award made under Section 121.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

123. Subject to Sections 128 and 130, an Arbitral Award may be set aside by the Supreme Court, and no other court, only if a Party making the application establishes that:

- a. the Party making the application:
 - i. was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or
 - ii. was otherwise unable to present its case or respond to the other Party's case;
- b. the Arbitral Award:
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration, or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the Arbitral Award that contains decisions on matters not submitted to arbitration may be set aside;
- c. the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the Parties, unless that agreement was in conflict with a provision of this Appendix from which the Parties cannot derogate or, failing any agreement, was not in accordance with this Appendix;
- d. the Arbitral Tribunal or a member of it has committed a corrupt or fraudulent act; or

- e. the award was obtained by fraud.
124. An application for setting aside may not be made more than three months:
- f. after the date on which the Party making that application received the Arbitral Award; or
 - g. if a request had been made under Section 117 or 120, after the date on which that request was disposed of by the Arbitral Tribunal.
125. An application to set aside an award on the ground that the Arbitral Tribunal or a member of it has committed a corrupt or fraudulent act or that the award was obtained by fraud must be commenced:
- a. within the period referred to in Section 124; or
 - b. within 30 days after the Applicant discovers or ought to have discovered the fraud or corrupt or fraudulent act,
- whichever is the longer period.
126. When asked to set aside an Arbitral Award, the Supreme Court may, where it is appropriate and it is requested by a Party, adjourn the proceedings to set aside the Arbitral Award for a period of time determined by it in order to give the Arbitral Tribunal an opportunity to:
- a. resume the arbitral proceedings; or
 - b. take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.
127. A Party that was not a participating party in an arbitration must be given notice of an application under Section 123, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

128. A Party may appeal an Arbitral Award to the Supreme Court, with leave, on a question of law, which the Supreme Court must grant only if it is satisfied that:
- a. the importance of the result of the arbitration to the Parties justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or
 - b. the point of law is of general or public importance.

129. An application for leave may not be made more than three months:
- c. after the date on which the Party making the application received the Arbitral Award; or
 - d. if a request had been made under Section 117 or 120, after the date on which that request was disposed of by the Arbitral Tribunal.
130. The Supreme Court may confirm, vary or set aside the Arbitral Award or may remit the award to the Arbitral Tribunal with directions, including the court's opinion on the question of law.
131. When asked to set aside an Arbitral Award the Supreme Court may, where it is appropriate and it is requested by a Party, adjourn the proceedings to set aside the Arbitral Award for a period of time determined by it in order to give the Arbitral Tribunal an opportunity to:
- a. resume the arbitral proceedings; or
 - b. take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.
132. A Party that was not a participating party in an arbitration must be given notice of an application under Section 128 and is entitled to be a party to, and make representation on the application.
133. A Party may appeal a decision of the Supreme Court under Section 130 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
134. If the British Columbia Court of Appeal:
- a. refuses to grant leave to a Party to appeal a ruling of the Supreme Court under Section 130; or
 - b. hears an appeal from a ruling of the Supreme Court under Section 130,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
135. No application may be made under Section 128 in respect of:
- a. an Arbitral Award based upon equitable considerations as permitted in Section 95; or

- b. an Arbitral Award made in an arbitration commenced under paragraph 28.8.1 of the Chapter.

136. No application for leave may be brought under Section 128 in respect of a ruling made by the Supreme Court under Section 97 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

137. An Arbitral Award must be recognized as binding and, upon application to the Supreme Court, must be enforced subject to paragraphs 15.19.4 to 15.19.6 of the NStQ Governance Chapter.

138. Unless the Supreme Court orders otherwise, the Party relying on an Arbitral Award or applying for its enforcement will supply the duly authenticated original Arbitral Award or a duly certified copy of it.

GROUND FOR REFUSING ENFORCEMENT

139. Subject to Sections 127 and 132, a Party that was not a participating party in an arbitration must not bring an application under Section 123 or 128 to set the award aside but may resist enforcement of the award against it by bringing an application under Section 140.

140. On the application of a Party that was not a participating party in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an Arbitral Award made under this Appendix if that Party establishes that:

- a. it was not given copies of:
 - i. the notice of arbitration or agreement to arbitrate, or
 - ii. the pleadings or all amendments and supplements to the pleadings;
- b. the Arbitral Tribunal refused to add the Party as a participating party to the arbitration under paragraph 28.8.5 of the Chapter;
- c. the Arbitral Award:
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration, or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the Arbitral Award which contains decisions on matters submitted to arbitration may be recognized and enforced;

- d. the Arbitral Award has not yet become binding on the Parties or has been set aside or suspended by a court;
- e. the Arbitral Tribunal or a member of it has committed a corrupt or fraudulent act; or
- f. the award was obtained by fraud.