



SETTLEMENT AGREEMENT

Cheslatta Carrier Nation

and

British Columbia

TABLE OF CONTENTS

PART 1	INTERPRETATION	2
PART 2	PURPOSE	6
PART 3	REPRESENTATIONS AND WARRANTIES	6
PART 4	RELEASES.....	6
PART 5	COVENANTS	12
PART 6	INDEMNITIES.....	12
PART 7	OUTSTANDING AND FUTURE LITIGATION.....	15
PART 8	LANDS SELECTION	16
PART 9	LAND SURVEYS	18
PART 10	TRANSFER OF LANDS	19
PART 11	CONDITION OF LANDS.....	20
PART 12	RESERVATIONS AND PERMITTED ENCUMBRANCES	22
PART 13	TRANSACTION COSTS.....	24
PART 14	STATUS OF LANDS.....	24
PART 15	PAYMENTS.....	26
PART 16	OTHER COMPONENTS	27
PART 17	CONDITIONS PRECEDENT	27
PART 18	DISPUTE RESOLUTION.....	29
PART 19	EFFECTIVE DATE	29
PART 20	IMPLEMENTATION.....	29
PART 21	TERM	30
PART 22	FORCE MAJEURE	30
PART 23	GENERAL PROVISIONS	31
SCHEDULE 1	HISTORY OF RESERVOIR	36
SCHEDULE 2	MAP OF CHESLATTA TERRITORY AND AREA OF INTEREST	37
SCHEDULE 3	POTENTIAL ADDITIONS TO RESERVE LANDS	38
SCHEDULE 4 - Part 1	STANDARD PERMITTED ENCUMBRANCES	39
SCHEDULE 4 - Part 2	PERMITTED ENCUMBRANCES-INTERESTS NOT REGISTERED ON TITLE	40
SCHEDULE 5	FORM OF DESIGNATED ENTITY AGREEMENT	41
SCHEDULE 6	FORM OF GST CERTIFICATE.....	44

SCHEDULE 7	FORM OF CONSENT OF CHESLATTA IN RELATION TO PPT MATTERS	45
SCHEDULE 8	DIRECTION TO PAY AND ACCOUNT INFORMATION	46
SCHEDULE 9	CALCULATION OF ADJUSTMENT OF PAYMENTS IN LIEU	47
SCHEDULE 10	LIST OF AUTHORIZATIONS	48

SETTLEMENT AGREEMENT

BETWEEN:

CHESLATTA CARRIER NATION, on behalf of itself and
the Cheslatta t'en, as represented by Chief and Council

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of
Indigenous Relations and Reconciliation

This Agreement is dated for reference March 28, 2019.

WHEREAS:

- A. The Cheslatta Carrier Nation asserts Aboriginal rights, including Aboriginal title to Cheslatta Territory;
- B. In 1952, Cheslatta t'en were involuntarily evicted from their historic villages by the flooding of Cheslatta Territory through the construction of the Nechako Reservoir;
- C. The Cheslatta Carrier Nation seeks redress and restitution for the impacts of the flooding of Cheslatta Territory so that it can continue on its journey of cultural, social and economic rejuvenation;
- D. The Province of British Columbia understands that the Cheslatta Carrier Nation considers the impacts as described in Schedule 1 arising from the flooding to be a long-standing injustice and, in the spirit of reconciliation, the Parties seek to resolve those issues in a manner that is consistent with the *United Nations Declaration on the Rights of Indigenous Peoples*;
- E. The Province of British Columbia seeks to implement the *United Nations Declaration on the Rights of Indigenous Peoples*;
- F. The Parties entered into a Memorandum of Understanding on March 20, 2015, a Framework Agreement on August 5, 2016, and a Term Sheet on January 31, 2017, which contemplated the negotiation of a Reconciliation and Settlement Agreement; and

- G. The Parties have set out the terms of the Reconciliation and Settlement Agreement in two separate agreements: this Agreement and an Interim Reconciliation Agreement dated March 28, 2019.

NOW THEREFORE in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PART 1 INTERPRETATION

1.1 Definitions. In this Agreement:

“1987 Agreement” means the Settlement Agreement made September 14, 1987 between Rio Tinto, formerly Alcan Aluminium Limited, Canada and BC;

“Aboriginal Rights” means asserted or determined aboriginal rights, including aboriginal title, which are or may be recognized and affirmed by s. 35 of the *Constitution Act, 1982*;

“Adverse Impacts” means any actual or potential adverse impacts on Cheslatta’s Aboriginal Rights, including those impacts which could result in or have resulted in an infringement of Cheslatta’s Aboriginal Rights;

“Agreement” means this Settlement Agreement, including the Schedules, and any agreement, document, or instrument executed or delivered pursuant to it;

“Area of Interest” means the geographic area shown as Cheslatta Carrier Nation Area of Interest (Post 1952) on the map attached as Schedule 2;

“Authorizations” means the approvals, tenures, permits, water licences, and other authorizations granted or issued by BC in relation to the Reservoir and Works, including those listed in Schedule 10;

“BC” means Her Majesty the Queen in right of the Province of British Columbia, and for the purposes of any covenants, releases, indemnities and acknowledgements includes all Provincial Officials;

“Cheslatta” means the Cheslatta Carrier Nation, on behalf of itself and the Cheslatta t’en, as represented by Chief and Council;

“Cheslatta Carrier Nation” means the “band” within the meaning of the *Indian Act*, RSC 1985, c I-5, as amended, and the collective that asserts Aboriginal Rights within the Cheslatta Territory and Area of Interest;

“Cheslatta t'en” means individuals who are members of the collective that constitutes the Cheslatta Carrier Nation;

“Cheslatta Territory” means the geographic area shown as Cheslatta Carrier Nation Core Territory on the map attached as Schedule 2;

“Chief” means, in respect of the Cheslatta Carrier Nation, the “chief” within the meaning of the *Indian Act*, RSC 1985, c I-5;

“Closing Date” means the date on which the documents for the transfer of a Parcel to the Designated Entity are uploaded to the electronic meet and are filed in the Land Title Office;

“Council” means, in respect of the Cheslatta Carrier Nation, the “council” within the meaning of the *Indian Act*, RSC 1985, c I-5;

“Crown Grant” has the same meaning as in the *Land Act*, RSBC 1996, c 245;

“Designated Entity” means a society or a company which Cheslatta has designated to take fee simple title to any Parcel transferred under or other interests in land under this Agreement that:

- (a) is incorporated under federal or provincial law; and
- (b) in the case of a company, is solely and wholly controlled and owned, legally and beneficially, by Cheslatta;

“Final Water Licence” means Rio Tinto’s Amended Final Water Licence F102324 dated July 19, 2012, including Exhibit “A” thereto and the related Permit;

“Lands” means the quantum of provincial Crown land identified under 8.1 to be transferred to Cheslatta by BC under separate agreements for the conveyance of Lands Parcels;

“Lands Parcel” means a parcel of land comprising the Lands;

“Parties” means Cheslatta and BC and “Party” means either one of them;

“Permit” means Rio Tinto’s Amended Permit Authorizing the Occupation of Crown Land No. 3449 dated July 19, 2012, including Exhibit “A” thereto;

“Permitted Encumbrances” means the reservations and initial exceptions, liens, charges, and interests described in Schedule 4 for each of the Lands Parcels and any other encumbrances agreed to by the Parties on transfer of the Lands Parcel;

“Proceeding” means any action or proceeding before a court, including a judicial review or appeal, or any hearing before an agency or other board, commission, tribunal, arbitrator or other judicial, quasi-judicial or administrative decision-maker;

“Provincial Official” means:

- (a) any minister, public official, employee, contractor, agent or representative of BC;
- (b) any government corporation or any director, officer, employee, contractor, agent or representative of a government corporation; or
- (c) any person acting as a decision maker under any enactment of BC;

“Reservation” means the exceptions and reservations contained in s. 50(1) of the *Land Act*, and any other exceptions and reservations agreed to by the Parties under s. 50 of the *Land Act*, and all subsisting exceptions, and reservations of interests, rights and privileges and title in any previous grant of land;

“Reservoir and Works” means the matters described in 4.1, including the reservoir, works, potential projects, modifications, government action and legislation; and

“Rio Tinto” means Alcan Aluminum Limited, The Aluminum Company of Canada Limited, Rio Tinto Canada Holdings Inc., Rio Tinto Alcan Inc., and all of their successors, predecessors, affiliates, assigns, agents, employees, representatives, and contractors.

1.2 **Interpretation.** In this Agreement:

- (a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- (b) words importing gender include all other genders, and words in the singular include the plural and vice versa;
- (c) the recitals and headings are for convenience only, do not form a part of this Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- (d) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;

- (e) in the calculation of time under this Agreement, all references to “days” are to calendar days;
- (f) any reference to the delivery on the Closing Date of an agreement, document or instrument “in the form” of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the representatives of the Parties;
- (g) any reference to a corporate entity includes any predecessor or successor to such entity; and
- (h) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 **Schedules.** The following Schedules are attached to and form a part of this Agreement:

Schedule 1 – History of Reservoir

Schedule 2 – Map of Cheslatta Territory and Area of Interest

Schedule 3 – Potential Additions to Reserve Lands

Schedule 4 – Part 1 – Standard Permitted Encumbrances

Schedule 4 – Part 2 – Permitted Encumbrances-Interests Not Registered on Title

Schedule 5 – Form of Designated Entity Agreement

Schedule 6 – Form of GST Certificate

Schedule 7 – Form of Consent of Cheslatta in Relation to PPT Matters

Schedule 8 – Direction to Pay and Account Information

Schedule 9 – Calculation of Adjustment of Payments in Lieu

Schedule 10 – List of Authorizations

1.4 **List of Authorizations.** For the purposes of Schedule 10, BC has provided Cheslatta with a list of Authorizations relating to the Reservoir and Works. The Parties acknowledge and agree that, given the length of the operation and history of the Reservoir and Works, the Authorizations listed in Schedule 10 may not be complete. Where an authorization is not listed in Schedule 10, the Parties will consider whether the authorization relates to the Reservoir and Works. If the Parties are unable to reach agreement, the matter will be resolved in accordance with the dispute resolution process set out in Part 18.

1.5 **Amendment of Schedules.** The Parties acknowledge that the Schedules may need to be updated by agreement of the Parties after the Effective Date and that such agreement will be in writing.

PART 2 PURPOSE

2.1 The purposes of this Agreement are:

- (a) to provide restitution and redress for the impacts of the flooding of Cheslatta Territory by the Nechako Reservoir on Cheslatta; and
- (b) to set out the terms of a full and final settlement of all claims pursuant to this Agreement.

PART 3 REPRESENTATIONS AND WARRANTIES

3.1 **Cheslatta Representations.** Cheslatta represents and warrants to BC, with the intent and understanding that they will be relied on by BC in entering into this Agreement, that:

- (a) it has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of the Cheslatta t'en;
- (b) this Agreement is a valid and binding obligation of Cheslatta and the Cheslatta t'en;
- (c) any company or society designated by Cheslatta for the purposes of this Agreement will be a Designated Entity;
- (d) any Designated Entity will have the legal power, capacity and authority to enter into and carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
- (e) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for, and on behalf of, the Cheslatta t'en.

3.2 **BC Representations.** BC represents and warrants to Cheslatta, with the intent and understanding that they will be relied on by Cheslatta in entering into this Agreement, that:

- (a) it has the legal power, capacity, and authority to enter into this Agreement and to carry out its obligations in accordance with this Agreement; and
- (b) this Agreement is a valid and binding obligation of BC.

PART 4 RELEASES

4.1 **Release for British Columbia.** Subject to 4.2 and 4.3, in consideration for the promises of and obligations to be performed by BC and the benefits received by

Cheslatta under this Agreement, Cheslatta, on its own behalf and on behalf of the Cheslatta t'en, releases, and forever discharges BC from and against all past, present, and future claims, including any and all causes of action, fees, revenues, costs, expenses, damages, losses, Adverse Impacts, and any other liabilities of any kind, whether known or unknown as of the Effective Date, pertaining to or arising from, whether directly or indirectly:

- (a) the ["Works"] within the meaning of the agreement made December 29, 1950 between BC and Rio Tinto and authorized by Order in Council 2883/1950 under the *Industrial Development Act*, SBC 1949, c 31, which agreement was amended under that Act in 1987, 1997 and 2012, and without limiting the foregoing specifically includes the following Rio Tinto works and all planning, development, construction, access, operation, maintenance, repairs, upgrades, replacements, closures and removals thereof or thereto, in whole or in part, that has been or is subject to an Authorization at the Effective Date, except for any aspect of a plan that has not been authorized or otherwise acted upon before the Effective Date:
 - (i) the dam constructed, owned and operated by Rio Tinto that blocks the Nechako River at the Nechako Canyon, creating the Nechako Reservoir;
 - (ii) the temporary dam on Murray Lake, which was removed after the construction of the Skins Lake Spillway;
 - (iii) the water release spillway facilities constructed, owned and operated by Rio Tinto in the vicinity of Skins Lake, which allows for the controlled release of water from the Nechako Reservoir into the bodies of water between the Skins Lake Spillway and Lower Cheslatta Falls, and all streams and lakes tributary thereto, known as the Murray-Cheslatta System to the Nechako River;
 - (iv) the original water intake tunnel built in the 1950s that supplies water from the Nechako Reservoir to the Kemano Generating Station;
 - (v) the second water intake tunnel project as described in the Environmental Impact Assessment Report dated June 2011 for the Kemano Backup Tunnel Project, Order in Council 567/2012 and the July 19, 2012 agreement between BC and Rio Tinto, and including the portions of the tunnel and associated works that may be completed after the Effective Date that has been or is subject to an Authorization;
 - (vi) the hydroelectric generating station at Kemano, British Columbia;

- (vii) the electricity transmission line and other transmission facilities from the Kemano Generating Station to Kitimat, British Columbia;
 - (viii) the intake tunnels, for Tunnel 1 and Tunnel 2;
 - (ix) the aluminum smelter and associated aluminum smelter facilities constructed by Rio Tinto in approximately 1953 and upgraded in 2015, located in the vicinity of Kitimat, British Columbia; and
 - (x) all associated cofferdams, saddle dams, penstocks, equipment, machinery, structures, and facilities.
- (b) the establishment and operation of the reservoir by Rio Tinto on the Nechako River above Kenney Dam, known as the Nechako Reservoir, as described in the Final Water Licence and the Permit, and the creation of the Nechako Reservoir, which for greater certainty includes:
- (i) the flooding of lands, including lands transferred to Cheslatta by Rio Tinto or BC, purchased by Cheslatta, or transferred to or on which Rio Tinto operates the Reservoir and Works;
 - (ii) the impacts of the Skins Lake Spillway and releases from the Skins Lake Spillway on cultural and heritage sites;
 - (iii) any Adverse Impacts; and
 - (iv) any contamination;
- (c) the following potential projects:
- (i) any dredging of the Tahtsa Narrows by Rio Tinto in the Nechako Reservoir as authorized before or after the Effective Date, and includes the portions of the dredging project and associated works that may be completed after the Effective Date; and
 - (ii) a water release facility in the vicinity of the Kenney Dam as authorized before or after the Effective Date including the portions of the water release facility and associated works that has been or may be completed after the Effective Date;

whether or not the potential project requires Rio Tinto to apply to amend the Final Water Licence or apply for a new water licence;

- (d) the maintenance, repair, replacement, upgrade, or other modification of works or facilities identified in 4.1(a)-(c) in accordance with prudent operating practices, or as required by law whether or not the modification

results in an increase in the generating capacity or efficiency of the works or facilities;

- (e) any enactment, regulation, law, bylaw, ministerial order, or order, including an order of a statutory official or the Steering Committee or Technical Committee established under the 1987 Agreement, that has been in force or is in force as of the Effective Date or that is reasonably required for or directly related to 4.1(a)-(d);
- (f) any orders or approvals regarding the management of reservoir levels and discharges for emergency, safety, conservation, or mitigation of downstream flooding that has been in force or is in force as of the Effective Date; and
- (g) all processes, decisions, authorizations, permits, water licences, tenures, approvals, Crown land dispositions, agreements and other actions or inactions issued, granted, entered into or otherwise taken by:
 - (i) a BC, or a local government;
 - (ii) any minister, public official, employee, contractor, agent or representative of BC, or a local government;
 - (iii) any government corporation or any director, officer, employee, contractor, agent or representative of a government corporation;
 - (iv) any person acting as a decision maker under any enactment of BC, or a local government; or
 - (v) the Steering Committee or Technical Committee established under the 1987 Agreement;

either before the Effective Date in relation to the Reservoir and Works or after the Effective Date that is reasonably required for, or directly related to 4.1(a)-(d) and 4.1(f).

For the purposes of 4.1(g), the inclusion of “inactions” does not preclude Cheslatta from applying for an order of mandamus after the Effective Date to compel a Provincial Official to take a mandatory action required by statute provided that the application is not based on the argument that there has been inadequate consultation or accommodation with respect to, or an infringement of, its Aboriginal Rights resulting from the inaction.

4.2 Unreleased Claims. The following claims are not released:

- (a) claims for a breach of this Agreement by BC subject to the Parties utilizing the dispute resolution process under 18.1;
- (b) claims for an environmental emergency:
 - (i) caused by the failure of the Kenney Dam, Skins Spillway, Skins Lake Dams 1, 2 and 3, and Bear Lake Dams 1, 2 and 3, Tunnel 1 or Tunnel 2; or
 - (ii) unknown or unforeseeable as of the Effective Date; and
 - (iii) directly caused by the Reservoir and Works;
- (c) claims for an Adverse Impact unrelated to the matters included in 4.1;
- (d) claims for impacts of decommissioning of the Nechako Reservoir;
- (e) claims relating to employment or engagement as a contractor or subcontractor with BC, or the termination of that employment or contract; or
- (f) personal injury claims by a Cheslatta t'en based on events which would give rise to a claim by a non-Cheslatta t'en as well.

4.3 Exclusions. The following are specifically excluded from 4.1:

- (a) subject to 4.1(f), an increase in the maximum quantity of water which may be stored, an increase in the live storage amount, or an increase in the maximum rate of diversion and use for power purposes that require Rio Tinto after the Effective Date to:
 - (i) apply to amend the Final Water Licence; or
 - (ii) apply for a new water licence to obtain additional water rights;
- (b) the maintenance, repair, replacement, upgrade, or other modification of works or facilities that requires Rio Tinto after the Effective Date to:
 - (i) apply to amend the Final Water Licence; or
 - (ii) apply for a new water licence to obtain additional water rights;

and for greater certainty, 4.3(b) does not apply to potential projects under 4.1(c); or

- (c) a new power generation facility, work or structure that requires Rio Tinto after the Effective Date to:
 - (i) apply to amend the Final Water Licence; or
 - (ii) apply for a new water licence to obtain additional water rights.

4.4 Consultation, Engagement and Agreements. Notwithstanding 4.1 and 5.1:

- (a) BC will provide Cheslatta with notice of any Authorizations which may be required after the Effective Date;
- (b) Cheslatta may participate in any environmental assessment or regulatory process relating to the Reservoir and Works, including providing information about impacts on land and resources or making submissions regarding the requirement for an environmental assessment;
- (c) Cheslatta may engage the appropriate Provincial Official(s) and submit to, for consideration by them, any environmental, health or safety concerns it may have relating to the Reservoirs and Works; and
- (d) nothing in this Agreement precludes Cheslatta from entering into commercial agreements with BC Hydro, including energy purchase agreements;

provided that such participation, submissions and agreements made by Cheslatta or the Cheslatta t'en are not based on the argument that there has been inadequate consultation or accommodation with respect to, or an infringement of, its Aboriginal Rights resulting from the Reservoir and Works. For greater certainty, nothing in this Agreement limits any obligation BC may have to consult with and, if appropriate, accommodate Cheslatta with respect to the potential impacts of any authorization on Cheslatta's Aboriginal Rights which are not released under 4.1.

4.5 Third Party Agreements. Notwithstanding 4.1, nothing in this Agreement precludes Cheslatta from entering into agreements with other parties, including Rio Tinto and Canada, regarding the Reservoir and Works, including agreements for financial benefits, economic benefits and revenue-sharing.

4.6 Satisfaction of Obligations. This Agreement and BC's performance of its obligations under this Agreement satisfy any and all of BC's obligations to consult, accommodate, or compensate Cheslatta with respect to the Reservoir and Works which exist in or have an effect in Cheslatta Territory, including with respect to any actual or potential Adverse Impacts related to or arising therefrom, whether directly or indirectly.

- 4.7 **Voluntariness.** Cheslatta voluntarily enters into and accepts the terms and conditions of this Agreement for the purpose of making full and final settlement and satisfaction of claims released pursuant to 4.1.
- 4.8 **Enforceability.** The terms and conditions of this Agreement, including the acknowledgements, covenants, releases, and indemnities herein, are enforceable and not subject to termination, rescission or variation by discovery of facts in connection with the matters covered in this Agreement that may be different than those known or believed by Cheslatta or the Cheslatta t'en as of the Effective Date.

PART 5 COVENANTS

- 5.1 **Assurances of Cheslatta.** In consideration for the promises of and obligations to be performed by BC and the benefits received by Cheslatta under this Agreement, Cheslatta will not, and will take all reasonable actions to ensure that the Cheslatta t'en do not:
- (a) commence, continue, join, or support, financially or otherwise, any Proceeding related to any claim released pursuant to 4.1, including any Proceeding in which Cheslatta or a Cheslatta t'en takes the position that:
 - (i) any legislation or action listed in 4.1 is void, invalid, or inapplicable in any way;
 - (ii) Rio Tinto does not, for any reason, have the right to operate or continue to operate the works or facilities listed in 4.1; or
 - (iii) Rio Tinto requires any further tenure, approval, permit, licence or other authorization to operate or continue to operate the works or facilities listed in 4.1;
 - (b) apply or otherwise seek to add or join BC to any Proceeding related to any claim released pursuant to 4.1; or
 - (c) subject to 4.4, intentionally interfere with or attempt to obstruct any aspect of the works or facilities, legislation or actions listed in 4.1(a)-(g).

PART 6 INDEMNITIES

- 6.1 **Indemnity for Claims.** Subject to 6.4, Cheslatta will, upon demand by BC, indemnify BC and hold it harmless from and against all claims by any of the following persons against BC:

- (a) Rio Tinto or Canada, where the claim arises from a claim released pursuant to 4.1 against Rio Tinto or Canada by any person listed in (b) and (c) below;
 - (b) Cheslatta or a Cheslatta t'en; or
 - (c) corporations, associations, or other persons controlled by Cheslatta or by a Cheslatta t'en, including a Designated Entity.
- 6.2 **Indemnity for Breach.** Subject to 6.4, Cheslatta will, upon demand by BC, indemnify BC and hold it harmless from and against any breach of this Agreement by:
- (a) Cheslatta or a Cheslatta t'en; or
 - (b) corporations, associations, or other persons controlled by Cheslatta or by a Cheslatta t'en, including a Designated Entity.
- 6.3 **Cheslatta Response to Identified Activities by a Cheslatta t'en.** If Cheslatta becomes aware that one or more Cheslatta t'en is engaging in or intends to engage in any activity identified in 5.1 Cheslatta will, at its own expense, of its own accord or at the request of BC, take all reasonable actions to prevent, resolve, or remedy the actions of such Cheslatta t'en, including:
- (a) providing notice to BC of the Cheslatta t'en actions and any actions that Cheslatta has taken to prevent, resolve, or remedy those actions, including promptly informing the Cheslatta t'en in writing, with a copy to BC, that the Cheslatta t'en's actions are in breach of this Agreement and that Cheslatta does not support such actions;
 - (b) working cooperatively with BC to prevent, resolve, or remedy the action, including participating in discussions with BC; and
 - (c) participating in discussions and providing supporting materials.
- 6.4 **Limit on Indemnity.** The indemnifications provided by Cheslatta relating to a claim under 6.1 by a Cheslatta t'en or a breach under 6.2 by a Cheslatta t'en will not apply provided that Cheslatta has complied with all the requirements under 6.3.
- 6.5 **Indemnity Relating to Cheslatta Actions.** In addition to the indemnity under 6.1, Cheslatta will indemnify and save harmless BC from and against any and all damages and costs, including legal costs, which BC may suffer or incur, directly or indirectly, as a result of any action against BC by any party or entity whatsoever, including any action in which BC is named as a third party, arising out of any and all actions commenced by Cheslatta relating to the matters

released under 4.1. For the purposes of the foregoing, Cheslatta will, with respect to each action commenced by Cheslatta, establish a trust in accordance with the following terms and conditions:

- (a) **Award of Damages.** For the purposes of 6.5, if Cheslatta is awarded any damages or costs, Cheslatta will establish a trust in accordance with 6.5(b) and will place in trust all such damages and costs, including any award of legal costs incurred by Cheslatta, arising out of an action commenced by Cheslatta relating to the matters released under 4.1;
- (b) **Establishment of Trust.** No later than 15 business days following a court ordered award of damages or costs, Cheslatta will direct its solicitors to establish a trust to receive the damages and costs and will provide to BC a legal opinion stating that:
 - (i) the trust is validly constituted according to the terms of this Agreement;
 - (ii) its solicitors are legally capable of accepting rights granted and obligations imposed under this Agreement; and
 - (iii) the trust may not be collapsed before the expiry of any applicable limitation period for any claim against BC or any appeal of any claim against BC;
- (c) **Release of Trust Funds.** Following the expiry of any applicable limitation period or appeal period, Cheslatta will direct its solicitors to release from trust and pay to BC the amount of any court ordered award and the amount of any legal costs incurred by BC. For greater certainty, if the foregoing amount:
 - (i) is less than the amount in trust, the amount remaining in trust following payment to BC will be released from trust and payable to Cheslatta; or
 - (ii) is more than the amount in trust, the amount in trust, including interest, will be released from trust and payable to BC, and Cheslatta will be liable for the shortfall which, for greater certainty, BC may set-off against any annual or other payments under this Agreement or any other agreement between BC and Cheslatta;
- (d) **Settlement of Claim.** In the event that a claim under 6.5 is settled by agreement:
 - (i) by Cheslatta, Cheslatta will ensure that any such agreement contains a release pursuant to which the other party agrees to

release BC from any claim relating to the matters released under 4.1; or

- (ii) by BC, BC will notify Cheslatta of the terms of settlement and Cheslatta will direct its solicitors to release from trust and pay to BC the amount of the settlement in accordance with 6.5(c);

(e) **Expiry of Limitation Period.** The amount placed in trust, together with any interest, will, on Cheslatta's direction, be released and payable:

- (i) to Cheslatta, if a claim is not filed against BC within the applicable limitation period; or
- (ii) to BC and Cheslatta, if a claim in which a claimant is not awarded damages or costs is not appealed within the time period for bringing an appeal, as follows:

A. to BC, any legal costs incurred by BC; and

B. to Cheslatta, the amount remaining in trust following payment to BC under 6.5(e)(ii)(A);

(f) **Conduct of Action.** Subject to 6.5(g) and (h), BC will have sole conduct of its participation in any legal action or settlement discussions;

(g) **Notice of Action.** In the event of an action, BC will provide notice to Cheslatta of the action and Cheslatta will be entitled to seek to be added as a part or to intervene in the action; and

(h) **Defence of Action.** BC agrees that it shall not refuse to defend an action based solely on the existence of this indemnity provision and that it shall use all reasonable efforts to defend itself.

PART 7 OUTSTANDING AND FUTURE LITIGATION
--

7.1 **Notice of Discontinuance.** Cheslatta will, without any cost to BC, instruct its legal counsel to execute and deliver to BC a notice of discontinuance as is necessary to terminate the following Proceeding:

Cheslatta Carrier Nation v. BC (Victoria Registry, No. 98 4734), as amended.

7.2 **Future Claims.** The Parties agree that if Cheslatta, which for the purposes of this provision includes any Cheslatta t'en, commences, advances, prosecutes or continues any Proceeding related to any claim released pursuant to 4.1:

- (a) Cheslatta, once aware of such a Proceeding, will inform the court or tribunal and all parties at the first reasonable opportunity that it has entered into this Agreement with BC in full and final settlement of claims pursuant to 4.1; and
- (b) this Agreement may be brought to the court's attention and any party to the Proceeding may seek to rely on this Agreement as full estoppel and defence to any claims released pursuant to 4.1.

PART 8 LANDS SELECTION

- 8.1 **Transfer of Land.** BC will transfer to Cheslatta 10,000 ha, more or less, of Crown land in fee simple (the "Lands"), to be transferred as Lands Parcels, in accordance with this Agreement.
- 8.2 **Land Selection.** Cheslatta will identify Crown lands within the Cheslatta Territory or Area of Interest for consideration for transfer or as a tenure.
- 8.3 **Existing Tenures.** The Parties acknowledge that a portion of the lands identified by Cheslatta may be subject to existing tenures and interests and that they will seek to address those tenures and interests in order for the lands to be eligible for transfer to Cheslatta.
- 8.4 **Iterative Land Selection.** In the event any issues relating to the lands identified by Cheslatta under 8.2, including the tenures and interests referred to in 8.3, make the lands ineligible for transfer based on the factors under 8.6 and 8.7, Cheslatta or BC may identify such other lands within Cheslatta Territory or Area of Interest as may be required for inclusion in the Lands.
- 8.5 **Land Tenures.** BC will:
 - (a) grant one or more tenures within the Cheslatta Territory or Area of Interest, including on lands identified by Cheslatta under 8.2 or under 8.4, as licences of occupation for terms of 60 years, more or less; and
 - (b) designate provincial Crown land under s. 17 of the *Land Act* and notations of interest which, for greater certainty, identifies a feature or concern but does not preclude the acceptance and adjudication of Crown land applications in the subject area.

The quantum of land comprising any tenure under 8.5(a) will be subject to a one-time rental fee of \$10 and will be deducted from the quantum of Lands under 8.1.

- 8.6 **Research of Land Selection.** BC will complete the preliminary research and statusing of the lands identified by Cheslatta under 8.2, 8.4 and 8.5, based on the following factors:

- (a) confirmation of BC's ownership of the lands;
 - (b) the presence of any interests in the lands or any encumbrances or tenures on the lands, including fee simple interests, roads, railways, utility rights-of-way, access to adjacent or proximate lands, and any surface or subsurface tenures on the lands;
 - (c) the location of the lands within an ecological reserve, park, conservancy, recreation area or other protected area designated under the *Park Act*, *Protected Areas of BC Act* or the *Environment and Land Use Act*, or established by order in council; and
 - (d) conflicting interests of other First Nations, stakeholders or the public, including any potential obligation on BC to accommodate or compensate for the land.
- 8.7 **Eligibility of Lands.** Cheslatta acknowledges and agrees that the eligibility of the lands identified under 8.2 or 8.4 for transfer to Cheslatta and 8.5 for tenures is at the sole discretion of BC, and that BC, acting reasonably, may determine that certain lands are not eligible for transfer or tenure for any reason, including:
- (a) the factors under 8.6;
 - (b) BC's resource management objectives;
 - (c) public use of or access to Crown lands as that term is defined in the *Land Act*; and
 - (d) the results of BC's consultation and engagement with other First Nations, stakeholders and the public.
- 8.8 **Consultation and Engagement.** BC will consult with other First Nations or stakeholders which may have a claim to or interest in the Lands.
- 8.9 **Finalization of Land Selection.** Following completion of consultation and stakeholder engagement, BC and Cheslatta will discuss and make best efforts to resolve any issues or concerns raised by any First Nations or stakeholders in order to finalize the selection of the Lands and for BC to confirm the eligibility of the Lands.
- 8.10 **Interim Protection of Lands.** After the Effective Date, BC will seek approval to withdraw the Lands finalized under 8.9 from disposition under s. 16 or s. 17 of the *Land Act*, and a No Registration Reserve under s. 22 of the *Mineral Tenure Act* for a period of 10 years. The interim withdrawal will remain in place until the earlier of:

- (a) expiry of the term the land protection measure;
- (b) transfer of the Lands to Cheslatta under 10.3; or
- (c) termination of this Agreement.

8.11 Compensation. The Parties acknowledge and agree that, for the purposes of this Article:

- (a) BC will use its best efforts to transfer to Cheslatta the quantum of lands identified under 8.1, having regard for the factors under 8.6 and 8.7 within 10 years of the Effective Date;
- (b) in the event the lands eligible for transfer do not satisfy the quantum of lands under 8.1 within 10 years of the Effective Date:
 - (i) such shortfall will not constitute a breach of this Agreement by BC;
 - (ii) BC will pay to Cheslatta an amount equivalent to \$1150 (2018\$) per hectare; and
 - (iii) BC will adjust the amount of the payments in 8.11(b)(ii) based on the calculation set out in Schedule 9; and
- (c) notwithstanding 8.11(b), BC and Cheslatta may agree at any time within 10 years of the Effective Date to pay and accept compensation in lieu of land calculated in accordance with 8.11(b)(ii) from the Effective Date.

8.12 Extension. The Parties may agree to extend the deadline under 8.11(a) for the transfer of the Lands, and if so agreed, BC will seek approval to extend the relevant land protection measure under 8.10(a) or any relevant notation of interest.

PART 9 LAND SURVEYS

- 9.1 Surveys Required.** Cheslatta will ensure that each Lands Parcel is surveyed pursuant to the *Land Act* or *Ministry of Lands, Parks and Housing Act*, whichever is applicable, and the *Land Title Act*, including any surveys required by statute for the registration of any third party Permitted Encumbrance, for registration in the Land Title Office pursuant to the instructions issued by the Land Title and Survey Authority of British Columbia.
- 9.2 Payment for Surveys.** BC will pay to Cheslatta an amount agreed upon by the Parties for the survey of the Lands Parcel or group of Lands Parcels. If the Parties are unable to reach agreement, BC will cause the survey to be undertaken through a competitive bidding process.

9.3 **Survey Protocol.** Following finalization of the Lands under 8.9, the Parties will develop and agree on a protocol for the priority and timing of surveys for the Lands, including proposed Closing Dates, having regard for:

- (a) Cheslatta's priorities;
- (b) efficiency and economy, including the availability of BC land surveyors and minimizing the number of different Closing Dates;
- (c) the necessity to clarify the boundaries due to imminent public or private development on adjacent lands;
- (d) the approval of parcel configuration and the issuance of survey instructions by the Land Title and Survey Authority;
- (e) the requirements under provincial law, including legislated timelines; and
- (f) any changes to the protocol to which the Parties may agree from time to time.

PART 10 TRANSFER OF LANDS

10.1 **Transfer of Lands.** The Parties acknowledge and agree that the quantum of Lands identified under 8.1 will be transferred to Cheslatta by BC as Lands Parcels under separate land transfer agreements and that such agreements will form part of and be subject to the terms of this Agreement. Without limiting the generality of the foregoing, 9.2 will apply to the survey of the Lands Parcels under the separate land transfer agreements.

10.2 **Pre-Closing Delivery by Cheslatta.** When Cheslatta is ready to proceed with the transfer of a Lands Parcel, Cheslatta will deliver to BC a direction identifying the Designated Entity that will take fee simple title to the Lands Parcel.

10.3 **Closing Deliveries by BC.** After BC receives a direction from Cheslatta under 10.2, BC will, subject to the Reservations and Permitted Encumbrances and the terms of this Agreement, including the satisfaction or waiver of the conditions precedent under 17.1 and 17.2, provide the Designated Entity with a Crown Grant transferring the indefeasible title to the Lands Parcel on the Closing Date.

10.4 **Closing Deliveries by Cheslatta.** Not less than 14 days before the applicable Closing Date, or such other date as may be agreed by the Parties, Cheslatta will execute and deliver, or cause to be executed and deliver, or deliver, as the case may be, to BC:

- (a) an agreement executed by the Designated Entity in substantially the form attached as Schedule 5 in relation to the Lands Parcel;

- (b) a certificate signed by an officer of the Designated Entity in substantially the form attached as Schedule 6 confirming, if applicable, the Designated Entity's GST registration number and registered status;
- (c) a signed consent by Cheslatta in relation to Property Transfer Tax in substantially the form attached as Schedule 7; and
- (d) all such other documents that may be necessary or advisable for Cheslatta or the Designated Entity to provide to complete the transactions contemplated under this Agreement.

10.5 **Registration of Lands.** The Parties will register each Lands Parcel transferred pursuant to this Agreement by way of electronic registration with the Land Title Office on the applicable Closing Date.

10.6 **Closing Procedure.** The Parties will determine the Closing Date for the transfer of indefeasible title to the Lands Parcel and, not less than 30 days before the Closing Date, legal counsel for Cheslatta and BC will confirm in writing:

- (a) the documents necessary for registration of the transfer and of the registerable Permitted Encumbrances;
- (b) the party responsible for creating the Land Title and Survey Authority electronic meet for the registrations;
- (c) the party responsible for the preparation, execution of the registration documents; and
- (d) the party responsible for the upload of the registration documents to the electronic meet.

PART 11 CONDITION OF LANDS
--

11.1 **Lands "As Is".** Cheslatta acknowledges and agrees that any of the Lands Parcels acquired by a Designated Entity pursuant to this Agreement are acquired "as is", including without limitation any risk of erosion or flooding.

11.2 **Viability of Lands.** Cheslatta acknowledges and agrees that no representation or warranty is given by BC with respect to any of the Lands Parcels concerning:

- (a) physical access to the Lands Parcel, including, without limitation, overland access;
- (b) the economic feasibility of the development of the Lands Parcel;

- (c) the fitness of the Lands Parcel for any particular use, including the intended use of the Lands by Cheslatta or by a Designated Entity; or
- (d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use, and occupation of the Lands Parcel.

11.3 Environmental Condition of Lands. Cheslatta:

- (a) waives the requirement, if any, of BC to provide a site profile as defined in the *Environmental Management Act* for any of the Lands Parcel; and
- (b) acknowledges and agrees that no representation or warranty is given by BC concerning the environmental condition of the Lands Parcel (including surface water and groundwater), including concerning the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Lands Parcel or on or under any surrounding or neighbouring land, or the current or past uses of the Land or any surrounding or neighbouring land.

11.4 Environmental Conditions. Cheslatta, having made an informed decision to accept the Lands Parcel, will from and after the Closing Date:

- (a) assume all environmental liabilities relating to the Lands Parcel including all liability for environmental inspections and assessments of the land, the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Lands Parcel or migrating from the Lands (including surface water and groundwater);
- (b) release BC and all Provincial Officials from and against any and all claims, demands, causes of action, actions, expenses, costs, including legal fees, losses, damages, or any other liability with respect to any and all environmental liabilities relating to the Lands Parcel as described in 11.4(a); and
- (c) indemnify and save harmless BC and all Provincial Officials from and against any and all claims, demands, causes of action, actions, expenses, costs, including reasonable legal fees, losses, damages, or any other liability that they may suffer or incur, directly or indirectly, arising out of or in connection with all environmental liabilities relating to the Lands Parcel as described in 11.4(a).

11.5 Effect of 11.4. For greater certainty:

- (a) 11.4 applies where:

- (i) any contamination relating to the Lands Parcel, whether disclosed or undisclosed, known or unknown, created or existing, arose before the Closing Date or arose before and continues after the Closing Date; and
 - (ii) any environmental liability relating to the costs of remediation of the Lands Parcel is incurred after the Closing Date and relates to contamination that arose before the Closing Date or arose before and continues after the Closing Date; and
 - (b) 11.4 does not apply where any environmental liability relating to the Lands Parcel results from the acts or omissions of BC after the Closing Date.
- 11.6 **Responsible Persons.** Subject to paragraph 11.4, nothing in this Agreement precludes Cheslatta from recovering the costs incurred in the inspection or remediation of any contaminated site on the Lands Parcel transferred to Cheslatta from any party, other than BC, who may be determined to be a responsible person under the *Environmental Management Act* or other relevant statutes or regulations in respect of the contamination of that site.

PART 12 RESERVATIONS AND PERMITTED ENCUMBRANCES
--

- 12.1 **Reservations.** The Lands transferred pursuant to this Agreement are subject to the Reservations.
- 12.2 **Permitted Encumbrances.** Cheslatta acknowledges and agrees that, as of the Closing Date:
- (a) it will be familiar with the existence and terms of the Permitted Encumbrances and accepts, and will cause the Designated Entity to accept, fee simple title to the Parcel subject to the Permitted Encumbrances;
 - (b) subject to the terms of the separate land transfer agreements referred to in paragraph 10.1, BC may grant any related extensions, renewals or replacements or issue any further rights related to the Permitted Encumbrances in accordance with provincial law; and
 - (c) it will not do, or allow to be done, anything that would interfere with any rights under any such Permitted Encumbrances or that would otherwise result in any claim against BC by anyone claiming by, through or under such a Permitted Encumbrance.
- 12.3 **Indemnity for Charges.** Cheslatta will indemnify and save harmless BC and all Provincial Officials from any and all damages, losses, liabilities or costs that BC or any Provincial Officials may suffer or incur in connection with or as a result of

any Proceeding arising out of Cheslatta's or a Designated Entity's acts or omissions in connection with any Permitted Encumbrance where the Proceeding is settled or successful. For greater certainty, such indemnity will not apply where Cheslatta's or the Designated Entity's alleged act or omission was done in accordance with this Agreement or any applicable legislation.

12.4 Conduct of Litigation. For the purposes of 12.3:

- (a) BC will notify Cheslatta of any Proceeding to which the indemnity may apply;
- (b) BC will have exclusive conduct of the Proceeding in accordance with the *Attorney General Act*;
- (c) BC will not settle any Proceeding without first discussing and seeking to reach agreement on the terms of settlement with Cheslatta; and
- (d) Cheslatta may intervene in the Proceeding at its own expense.

12.5 Assurances in relation to Lands and Permitted Encumbrances. Upon the Closing Date for each Lands Parcel, Cheslatta:

- (a) releases and discharges BC and all Provincial Officials from all claims with respect to the duty to consult and, where appropriate, accommodate in respect of the transfer of that Lands Parcel to the Designated Company and the registration of any applicable Permitted Encumbrances;
- (b) releases and discharges BC and all Provincial Officials from all claims of infringement of Cheslatta's Aboriginal Rights in respect of the transfer of that Lands Parcel and any applicable Permitted Encumbrances, and that it has been adequately consulted and accommodated with respect to the terms and conditions of the transfer of the Lands; and
- (c) acknowledges that, with respect to the transfer of the Lands Parcel to the Designated Company and any applicable Permitted Encumbrances, BC has fulfilled all obligations it may have to provide Cheslatta with:
 - (i) financial or economic accommodation;
 - (ii) economic or other benefits including lands, capacity funding, and payments; or
 - (iii) compensation of any kind whatsoever.

PART 13 TRANSACTION COSTS

- 13.1 **Registration, Tax and Other Costs.** BC is responsible for the following costs in connection with the transfer of the Lands Parcels under this Agreement:
- (a) the costs associated with ensuring that the Lands Parcels have the survey required under 9.1;
 - (b) the costs associated with the preparation of Crown grants and any other documents required to register the Lands Parcels and registerable Permitted Encumbrances;
 - (c) any fees charged under the *Land Title Act* or the Land Title and Survey Authority for the registration of the transfer or the Permitted Encumbrances; and
 - (d) any property transfer tax payable under the *Property Transfer Tax Act*.
- 13.2 **Other Survey Costs.** For greater certainty, subject to 13.1(a), Cheslatta is responsible for all costs associated with the survey of the Lands Parcels.
- 13.3 **GST, PST and Other Charges.** Cheslatta is responsible for any other federal or provincial sales tax, including GST and PST, and any other transfer, registration or survey costs or charges which BC has not expressly agreed to accept responsibility for under this Agreement.
- 13.4 **Annual Taxes and Other Costs.** The Cheslatta acknowledges that, in accordance with provincial law, the Designated Entity is responsible for any and all annual taxes payable in respect of the Lands Parcels after the Closing Date and that BC is not required to assume any financial or other obligations with respect to the Lands Parcels arising on or after that date.

PART 14 STATUS OF LANDS

- 14.1 **Status of Lands.** The Lands transferred to Cheslatta or a Designated Entity under this Agreement:
- (a) subject to 14.3 and 14.4, will not be “lands reserved for the Indians” within the meaning of s. 91(24) of the *Constitution Act, 1867* or a reserve within the meaning of the *Indian Act*; and
 - (b) are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws.

- 14.2 **Additions to Reserve.** BC understands that Cheslatta may, in accordance with Canada's Addition to Reserve Policy, seek Indian reserve status for some or all of the Lands Parcels or land already held by Cheslatta in fee simple.
- 14.3 **Additions of Land to Reserve.** BC will not object to, and may support, a request by Cheslatta to the Federal Crown for the transfer and designation as reserve lands of any lands owned in fee simple or subject to an agreement to purchase by Cheslatta or a person or entity wholly controlled by Cheslatta that are adjacent to Cheslatta's existing Indian Reserves or that are within the proposed Danskin community area as listed in Schedule 3 provided that there has been or will be a satisfactory resolution of the considerations and interests referred to in 14.5.
- 14.4 **Additions of Other Lands to Reserve.** Subject to 14.5, BC will consider on a case-by-case basis any request by Cheslatta for the addition to reserve of Lands Parcels not identified in 14.3.
- 14.5 **Resolution of Issues.** The Parties acknowledge and agree that BC's consideration under 14.3 may include access, servicing and third party interests in a parcel of land that may be directly impacted by the parcel becoming reserve land, and that issues may arise in the ability to address these kinds of concerns. If such issues or concerns arise, the following steps will be undertaken:
- (a) BC will inform Cheslatta of any issues or concerns;
 - (b) BC will make reasonable efforts to resolve the issues or concerns and keep Cheslatta informed of its progress in resolving them;
 - (c) BC will work collaboratively with Cheslatta to resolve any issues or concerns, if Cheslatta so chooses to participate;
 - (d) if the issues or concerns are:
 - (i) resolved, BC will not object to and may support a request by Cheslatta to the Federal Crown for the transfer and designation of such Lands Parcels as reserve land; or
 - (ii) not resolved after making such efforts, and BC does not consent to a request for additions to reserve, then Cheslatta will not request that the Federal Crown transfer and designate the Lands Parcels under 14.3 as reserve land, provided that BC does not unreasonably withhold its consent.
- 14.6 **Notice of Support or Non-objection.** BC will notify Cheslatta and the Federal Crown in writing if it supports or does not object to Cheslatta's proposals under 14.2 and 14.3.

14.7 Cheslatta Acknowledgements. Cheslatta acknowledges and agrees that:

- (a) BC is not responsible for any applications or any costs or expenses that may be required in connection with the addition of the lands under 14.2 or 14.3 to reserve status, including any costs or expenses associated with environmental or other studies; and
- (b) this Agreement does not impose any obligations on BC or any other person to construct or provide at its cost or expense any work or service to or for the benefit of the lands under 14.2 or 14.3, including any roads, sewers, drains, water supply, lighting, garbage disposal, or other works or services of improvement or convenience.

PART 15 PAYMENTS

15.1 Annual Payments. BC will provide to Cheslatta the following payments totaling \$103 million as follows:

- (a) \$10 million within 60 days of the Effective Date;
- (b) \$11 million within 60 days of April 1st in years 2 to 4 of the Agreement, with year 2 commencing on the first day of April following the Effective Date; and
- (c) \$10 million within 60 days of April 1st in years 5 to 10 of the Agreement.

15.2 Direction of Funds. Cheslatta irrevocably authorizes and directs BC to pay any and all funds owing to Cheslatta under this Agreement to a trust at the bank account identified in Schedule 8, rather than directly to the Cheslatta Carrier Nation.

15.3 Use of Funds for Gravesite Stabilization and Road Construction Project. Cheslatta acknowledges that \$1 million of the payments provided under 15.1(b) are a contribution towards a gravesite stabilization and road construction project to be agreed to by the Parties, where the Parties are intending to maximize opportunities to leverage additional funding for the project from other sources.

15.4 Benefit of Cheslatta. Cheslatta represents and warrants that the funds under 15.1 will be held in trust for the use and benefit of Cheslatta for economic, social and cultural purposes.

15.5 No Liability for Funds in Trust. Cheslatta acknowledges and agrees that:

- (a) BC's obligations under this Agreement to provide funds to Cheslatta will be satisfied by the payment of such funds to the trust in accordance with 15.2;

- (b) aside from paying the funds to the trust in accordance with 15.2, BC has no knowledge of or involvement with the trust or its administration in any way;
 - (c) BC has not given any representation or warranty concerning the trust or its administration; and
 - (d) BC is not liable or responsible in any way for any funds after they have been paid to the trust in accordance with 15.2.
- 15.6 **Early Payment.** After the Effective Date, BC may at any time at its sole discretion provide notice to Cheslatta that it intends to make future payments or portions of future payments required under this Agreement earlier than provided under 15.1 subject to 17.1(a) and (b).
- 15.7 **Agreement on Capitalization.** The Parties will use reasonable efforts to agree on the terms of capitalization, including the appropriate discount rate, within 30 days of BC's notification under 15.6.
- 15.8 **Lack of Agreement.** If the Parties cannot reach Agreement on the terms of capitalization, the payments will not be made early.

PART 16 OTHER COMPONENTS

- 16.1 **Early Implementation Components.** The Parties acknowledge the \$2,300,000 of early implementation components provided under the Framework for Negotiation of a Reconciliation and Settlement Agreement between the Parties dated August 5, 2016.

PART 17 CONDITIONS PRECEDENT

- 17.1 **Conditions Precedent.** BC's obligations under this Agreement are subject to:
- (a) BC having obtained all required authorizations and approvals, including Cabinet and Treasury Board approval;
 - (b) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable BC in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
 - (c) Cheslatta having delivered to BC by the Effective Date a band council resolution:
 - (i) confirming the ratification of this Agreement by the Cheslatta t'en;
 - and

- (ii) approving and authorizing Cheslatta's representatives named in the resolution to execute and deliver this Agreement on behalf of Cheslatta and the Cheslatta t'en;
- (d) Cheslatta being at all times in compliance with its obligations under this Agreement, including the acknowledgements, covenants, releases, and indemnities herein; and
- (e) Cheslatta's representations and warranties being true and correct.

17.2 Conditions Precedent to Transfer or Tenure of Lands. In addition to the conditions precedent under 17.1, BC's obligation to transfer or tenure Lands to Cheslatta under this Agreement is, with respect to each Parcel, subject to:

- (a) in respect of all previously transferred Lands, all obligations of Cheslatta and the Designated Company having been fully performed in accordance with this Agreement;
- (b) BC being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights to the Lands by aboriginal groups other than the Cheslatta, third parties who are entitled to the benefit of Permitted Encumbrances or pre-existing interests, and local governments or governmental authorities;
- (c) Cheslatta having met its obligations under 10.2, 10.4 and 10.6;
- (d) Adequate surveys, as required, having been completed by the applicable Closing Date; and
- (e) the Province having given notice that the minister responsible has authorized the disposition of the Lands in accordance with applicable legislation.

17.3 Satisfaction of Conditions Precedent for Land Transfers or Tenures. BC will not be required to satisfy the conditions precedent with respect to a Parcel under 17.1 or 17.2 until such time as Cheslatta has notified BC in writing that it is prepared to proceed with the transfer of the Parcel under this Agreement.

17.4 Conditions Precedent to Funding. Notwithstanding any other provision in this Agreement, any payment of funds by BC to Cheslatta under this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable BC in any fiscal year or part thereof when such payment is required, to make such payment;

- (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment; and
- (c) the band council resolution under 17.1(c) not having been varied, amended, repealed or replaced in a manner that alters or terminates Cheslatta's authority to comply with the terms of this Agreement.

17.5 **Waiver of Conditions Precedent.** The conditions precedent set out in this Part are for the sole benefit of BC and may be waived by BC on written notice to Cheslatta.

PART 18 DISPUTE RESOLUTION

- 18.1 **Representatives.** If a dispute arises between the Parties regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 18.2 **Senior Representatives.** If the Parties are unable to resolve the dispute at the appropriate level, the dispute will be raised to more senior levels of the Parties.
- 18.3 **Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the dispute.
- 18.4 **Legal Action.** In the event the Parties are unable to resolve the dispute, either Party may commence a legal action provided that:
- (a) the Parties have attempted to resolve the dispute under 18.2 or, where the Parties have agreed, under 18.3; and
 - (b) the dispute does not create a cause of action where none otherwise exists.

PART 19 EFFECTIVE DATE

- 19.1 **Effective Date.** The Effective Date of this Agreement is the date on which the last Party executes and delivers this Agreement.

PART 20 IMPLEMENTATION

- 20.1 **Implementation Working Group.** The Parties intend to collaborate on the implementation of this Agreement through an implementation working group.
- 20.2 **Terms of Reference.** The terms of reference for the implementation working group will be established by agreement of the Parties within 90 days of the Effective Date.

20.3 **Implementation Costs.** Subject to Part 13, the Parties will each bear their own costs associated with the implementation of this Agreement.

20.4 **No Limitation on Access to Programs.** Nothing in this Agreement precludes Cheslatta from accessing programs or other funding that may be available through BC, Canada, or non-governmental entities other than for any programs specifically established to provide compensation to other First Nations with respect to impacts of the Nechako Reservoir on their aboriginal rights and title. For greater certainty, nothing in this Agreement precludes Cheslatta from seeking access to funding available through the First Nations Clean Energy Business Fund or a future equivalent of that program or funding available as a result of a future policy decision by BC to share revenue from hydroelectric power generation as a reconciliation measure.

PART 21 TERM

21.1 **Term.** This Agreement is intended to be binding upon the Parties from the Effective Date.

PART 22 FORCE MAJEURE

22.1 **Force Majeure.** If:

- (a) a Party is prevented from completing its obligations under this Agreement due to any force majeure event or circumstance that was not caused by the Party and is not reasonably within its control; and
- (b) the Party has delivered notice to the other Party in accordance with 22.2;

then, for the duration of the force majeure event or circumstance and for as long as the force majeure event or circumstance prevents the Party from completing its obligations under this Agreement, the Party will not be deemed to be in default or breach of this Agreement.

22.2 **Notice of Force Majeure.** The Party affected by a force majeure event under 22.1 will deliver notice to the other Party explaining the nature of the force majeure event or circumstance, the date it commenced, and its anticipated duration, if known.

22.3 **No Effect on Total Amount of Funds or Lands.** Notwithstanding 22.1, in no circumstances will BC's obligation to provide funds or lands to Cheslatta under this Agreement be less than the amounts set out in this Agreement provided that where any such lands cannot be transferred due to a force majeure event:

- (a) the Parties will identify alternative lands in accordance with 8.4; or

- (b) where alternative lands are not available, BC will provide compensation in accordance with 8.11.

PART 23 GENERAL PROVISIONS

- 23.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. For greater certainty, without limiting the generality of the foregoing, nothing in the negotiation of this Agreement, or in any correspondence or document leading to this Agreement, including any Term Sheet, forms part of this Agreement.
- 23.2 **Amendment.** This Agreement may be amended by the Parties in writing.
- 23.3 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts and deliver such further documents in a timely fashion as are reasonably required from time to time in order to fully perform and carry out the terms of this Agreement.
- 23.4 **Legal and Professional Advice.** Each Party confirms that it has had the full opportunity to review the terms and conditions of this Agreement, and has sought or has had the opportunity to seek independent financial, legal, tax and other professional advice with respect to its terms and conditions, and that the signatories have read and understand the terms and conditions of this Agreement.
- 23.5 **No Implied Waiver.** Any waiver of:
- (a) a provision of this Agreement;
 - (b) the performance by a Party of an obligation under this Agreement; or
 - (c) a default by a Party of an obligation under this Agreement;
- will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 23.6 **No Derogation.** Nothing in this Agreement will modify or extinguish Cheslatta's Aboriginal Rights.
- 23.7 **No Admissions.** Nothing in this Agreement, or any part of any negotiations contemplated under this Agreement, will be construed as:
- (a) an admission of fact or liability on the part of BC;

- (b) an admission by either Party of the nature, scope, validity, or invalidity of any claim by Cheslatta in relation to Aboriginal Rights;
- (c) an admission by either Party of the validity or invalidity of any claim by Cheslatta against BC;
- (d) BC's admission of or agreement with the statements in Schedule 1;
- (e) establishing, limiting or abrogating any Aboriginal Rights;
- (f) an acknowledgment or admission by BC that it has an obligation to provide financial or economic accommodation or compensation to Cheslatta; or
- (g) except as expressly contemplated in this Agreement, in any way limiting the position either Party may take in any legal proceeding.

23.8 Not a Treaty. This Agreement will not:

- (a) constitute a treaty or land claims agreement within the meaning of s. 25 or 35 of the *Constitution Act, 1982*;
- (b) establish, recognize, affirm, define, deny, limit, or amend any Aboriginal Rights; or
- (c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of Aboriginal Rights in the Cheslatta Territory or Area of Interest.

23.9 Environmental Assessment and Regulatory Processes. Subject to 4.4, nothing in this Agreement precludes Cheslatta from participating in any environmental assessment or regulatory process, including making submissions to government regarding the requirement for an environmental assessment.

23.10 No Fettering. This Agreement will not affect the jurisdiction or fetter the discretion of any decision-making authority.

23.11 Notice. Any notice or document required or permitted to be given hereunder will be in writing and delivered to the Party to which it is to be given as follows:

to BC:

Regional Executive Director
 Ministry of Indigenous Relations and Reconciliation
 3726 Alfred Avenue
 Smithers, B.C. V0J 2N0
 Phone: (250) 847-7535

to Cheslatta:

Chief and Council
PO Box 909
Burns Lake, B.C. V0J 1E0
Phone: (250) 694-3334

or to such other address as either Party may in writing advise. Any notice, document, or communication will be deemed to have been given on the business day when delivered or when transmitted with confirmation of transmission if done so during or before normal business hours in the city of the addressee and if after such normal business hours the next business day.


- 23.12 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws applicable in the Province of British Columbia and Canada, as applicable.
- 23.13 **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:
- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
 - (b) the Parties will negotiate a replacement for the part declared or held invalid in order to achieve the intent of the Parties as expressed in this Agreement.
- 23.14 **Successors.** This Agreement will enure to the benefit of and be binding on the Parties and their successors and, without limiting the generality of the foregoing, this Agreement and Cheslatta's obligations under it will be assumed and adopted by any successor organization or government, or any new organization or government that effectively replaces Cheslatta, under any self-government agreement or other agreement that Cheslatta, or any other group of which it forms a part, may enter into with Canada, BC or both, or that Cheslatta may obtain through litigation or court declaration.
- 23.15 **Assignment.** Cheslatta will not assign, either directly or indirectly, this Agreement or any right of Cheslatta under this Agreement without the prior written consent of BC except as may be required to give effect to 23.14.
- 23.16 **Participation in Proceedings.** Nothing in this Agreement precludes BC from participating in any Proceeding in accordance with the applicable rules of court.

23.17 Execution in Counterparts. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by electronic or facsimile transmission. All executed counterparts taken together will constitute one agreement.

[Signature page immediately follows]


THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the Agreement Date.


EXECUTED in the presence of:



Witness as to the signatures of the
Chief and Councillors of Cheslatta
Carrier Nation

Date: March 28, 2019

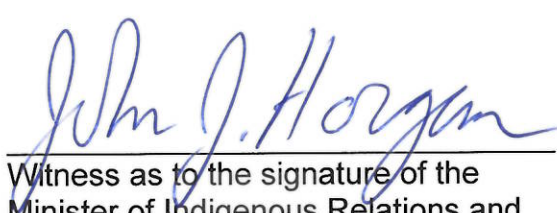
**CHESLATTA CARRIER NATION as
represented by Chief and Council**


Chief Corrina Leween


Councillor Ted Jack

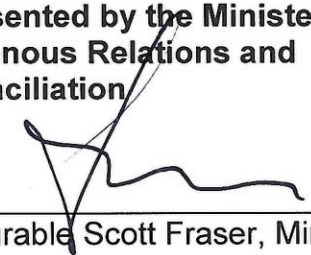

Councillor Hazel Burt

EXECUTED in the presence of:


Witness as to the signature of the
Minister of Indigenous Relations and
Reconciliation

Date: March 28, 2019

**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister of
Indigenous Relations and
Reconciliation**


Honourable Scott Fraser, Minister of
Indigenous Relations and
Reconciliation

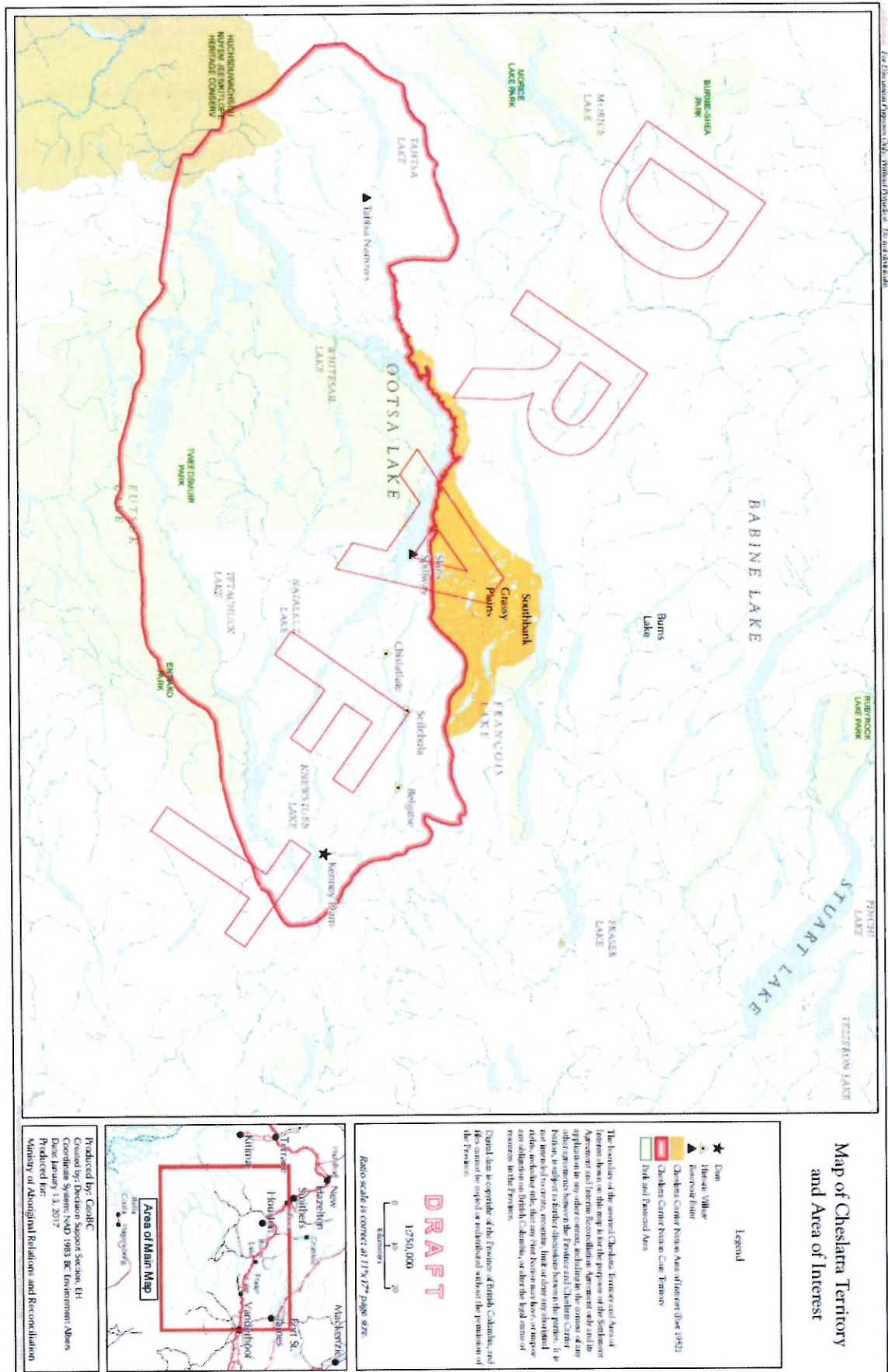
SCHEDULE 1

HISTORY OF RESERVOIR

Cheslatta describes the history and impacts of the Reservoir and Works as follows:

1. The heart of the territory traditionally used and occupied by the Cheslatta t'en from time immemorial was flooded by the creation of the Nechako Reservoir and Alcan Works. These lands remain submerged and they continue in the memory and being of the Cheslatta t'en.
2. The Nechako Reservoir was created in the early 1950s pursuant to the *Industrial Development Act*, SBC 1949, c 31, as revised and amended, to provide for the production of electricity for Rio Tinto's aluminum smelter at Kitimat, British Columbia. Cheslatta asserts that BC played a pivotal role in the creation of the Nechako Reservoir by enacting legislation, providing land, and granting licences and permits.
3. The creation of the Nechako Reservoir involved the following associated works: the Kenney Dam, the Murray Lake Dam, the Skins Lake Spillway, Tunnel #1, part of Tunnel #2, the Intakes and associated cofferdams, saddle dams, penstocks, structures and facilities, including the Tahtsa Lake Dam, and the Skins Lake Spillway Caretaker Compound.
4. The flooding inundated approximately 120,000 acres of Cheslatta Territory, destroying vegetation and drowning wildlife, inundating villages, campsites, archaeological and spiritual sites, traplines, and trails.
5. The flooding desecrated Cheslatta cemeteries and forced the Cheslatta t'en to be involuntarily relocated.
6. The creation of the Reservoir and Works has adversely affected the Cheslatta t'en culturally, socially, environmentally, and economically. It has impeded and continues to impede access to lands, water and resources, and the ability to carry out Cheslatta's sustenance activities on what is now the Nechako Reservoir, and on the Cheslatta Lake system and Nechako River.
7. The operation of the Reservoir and Works results in ongoing periodic water releases at the Skins Lake Spillway that cause damage and destruction to Cheslatta land and resources, and to this day, still float and expose buried remains of Cheslatta t'en, thereby continuing the negative impacts to the Cheslatta t'en.
8. Cheslatta is on a journey of healing, celebrating courage, resilience, and reconciliation.

MAP OF CHESLATTA TERRITORY AND AREA OF INTEREST



SCHEDULE 3

POTENTIAL ADDITIONS TO RESERVE LANDS

- a. Block B of DL 716, Range 4 Coast District, Plan PRP4990, PID 010-747-371 (Cheslatta Administration Complex)
- b. Block 4 of DL 716, Range 4 Coast District, Plan PRP8371, PID 007-801-408 (adjacent to Cheslatta Administration Complex)
- c. Block C, DL 1683, Range 4 Coast District, except Plans 5889, 7975, right of way plan 9980 and Plan BCP15376, PID 015-525-783 (Danskin Garage)
- d. Lot A, DLs 1682 and 1683, Range 4 Coast District, Plan BCP15376, PID 026-163-888 (Danskin Store)
- e. Lot 3, DL 1682, Range 4 Coast District, Plan 7975, PID 008-171-289 (Danskin Ambulance Site)

SCHEDULE 4 – Part 1

STANDARD PERMITTED ENCUMBRANCES

Permitted Encumbrances
<p>All interests, charges and encumbrances registered on title under the <i>Land Title Act</i> as of the Closing Date;</p> <p>Any conditional or final water license or substituted water license issued or given under the <i>Water Act</i>, or any prior enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land under the license at the date of the crown grant;</p> <p>All subsisting grants to, or subsisting rights of any person made or acquired under the <i>Mineral Tenure Act</i>, <i>Coal Act</i> or <i>Petroleum and Natural Gas Act</i> or under any prior or subsequent enactment of the Province of British Columbia of like effect; and</p> <p>All other liens, charges and encumbrances granted by the Parties as agreed to by the Parties prior to the Closing Date</p>

SCHEDULE 4 - Part 2

PERMITTED ENCUMBRANCES-INTERESTS NOT REGISTERED ON TITLE

Interests Not Registered on Title
Utility and local government interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer continue on the Lands.

SCHEDULE 5

FORM OF DESIGNATED ENTITY AGREEMENT

This Agreement is dated for reference _____, 20____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Aboriginal Relations and Reconciliation [address]

("BC")

AND:

_____, a company incorporated under the laws of British Columbia and
having its principle place of business at [address]

(the "Designated Company")

(collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS:

- A. BC and the Cheslatta Carrier Nation have entered into an agreement dated _____ (the "Settlement Agreement") pursuant to which BC will transfer to the Designated Company fee simple title to those lands legally described as:

[Insert Legal Description of lands]

(the "Lands")

- B. The Cheslatta Carrier Nation and the Designated Company have agreed that, as a condition of the transfer of the Lands, the Designated Company will execute and deliver this Agreement on the terms set out below.

NOW THEREFORE BC and the Designated Company agree as follows:

1. **Defined Terms.** The terms "BC" and "Cheslatta" and any other capitalized terms used in this Agreement and defined in the Settlement Agreement will have the meaning given to those terms in the Settlement Agreement.
2. **Representations and Warranties.** The Designated Company represents and warrants that it is a "Designated Company" within the meaning of the Settlement Agreement and that it has the legal power, capacity and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement.

3. **Agreement Binding.** The terms of the Settlement Agreement relating to the Lands which are for the benefit of the BC are legally binding on the Designated Company as if the Designated Company was a party to the Settlement Agreement, including, without limitation, those provisions of the Settlement Agreement relating to the condition of the Lands (Part 11), the Reservations and Encumbrances (Part 12) and Status of Lands (Part 14).
4. **Environmental Condition.** Without limiting the generality of the foregoing, the Designated Company waives the requirement, if any, of BC to provide a site profile as defined in the *Environmental Management Act* in connection with its acquisition of the Lands.
5. **Enforcement of Settlement Agreement.** BC may, in its sole discretion, enforce any term or condition of the Settlement Agreement, including any obligation, covenant or indemnity of Cheslatta, against the Designated Company or Cheslatta or both of them.
6. **Legal Advice.** The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the Settlement Agreement, a copy of which is attached as Schedule A, and to seek independent legal advice with respect to their terms and conditions.
7. **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules and Appendices to this Agreement form part of this Agreement.
8. **Further Acts and Assurances.** The Parties will, upon the reasonable request of the other Party, do such further lawful acts or deliver such further documents in a timely fashion as are reasonably required in to order to fully perform and carry out the terms of this Agreement.
9. **No Implied Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or a default by a Party of an obligation under this Agreement will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
10. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Company and its successors and BC.
11. **No Admissions.** Nothing in this Agreement will be construed as an:
 - a) admission by BC of the validity of any claim by Cheslatta to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*; or
 - b) acknowledgment by BC that it has an obligation to provide financial or economic accommodation to Cheslatta.
12. **Not a Treaty.** This Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
 - b) recognize, affirm, define, deny, limit or amend any aboriginal rights or titles or any responsibilities of the Parties except as set out in this Agreement.
13. **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.
14. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
16. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.

Signed by the Designated Company as of _____, 20__ by:

[Name of Company]

Per: Authorized Signatory

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Minister of Indigenous Relations and Reconciliation or the Minister's authorized representative as of _____, 20_____:

Minister of Indigenous Relations and Reconciliation
or the Minister's authorized representative

SCHEDULE 6

FORM OF GST CERTIFICATE

FORM 221(2)(b) (CERTIFICATE AS TO REGISTRATION STATUS OF PURCHASER)

Certificate as to Registration Status of Purchaser

(Paragraphs 221(2)(b) and (c))

FROM: *[the "Vendor"]*

TO: *[the "Purchaser"]*

RE: *[the "Property"]*

THE PURCHASER HEREBY CERTIFIES TO THE VENDOR PURSUANT TO PARAGRAPHS 221(2)(b) AND (c) OF *THE EXCISE TAX ACT* (THE "ACT") THAT THE PURCHASER:

is a prescribed recipient under the Act.

[OR]

is registered under Part IX of the Act, its registration number is *[number]* and the Purchaser will account for the tax payable in respect of the purchase of the Property in accordance with the Act.

The Purchaser acknowledges that the Vendor is relying on this Certificate in connection with the sale of the Property.

Each term that is used in the Certificate and that is defined in, and for the purposes of, Part IX of the Act has the meaning assigned to it in Part IX of the Act.

DATED *[month, day, year]*.

[Name of Corporate Vendor]

[Name of Individual Vendor]

Per: _____

SCHEDULE 7

FORM OF CONSENT OF CHESLATTA IN RELATION TO PPT MATTERS

TO WHOM IT MAY CONCERN:

1. Part 13.1(d) of the Settlement Agreement (the Agreement) between the Province of British Columbia (BC) and the Cheslatta Carrier Nation (Cheslatta), dated [____, 2019], provides that BC is responsible for property transfer tax payable under the *Property Transfer Tax Act* (RSBC 1996), c. 378 in relation to the transfer of land under the Agreement (the "Property Transfer Tax").
2. In the event that:
 - a. an exemption from Property Transfer Tax is not enacted prior to the date on which payment of that tax is due, or
 - b. BC pays the Property Transfer Tax,then [name of Designated Company] hereby
 - c. authorizes the Ministry of Finance and the Ministry of Aboriginal Relations and Reconciliation to deal directly with one another in regard to all matters relating to the Property Transfer Tax, and
 - d. agrees that if there is any refund payable in respect of the Property Transfer Tax paid by BC, then the amount of that refund may be retained by BC.

Executed on the ____ day of _____, 20__

Signature of the duly authorized signatory for the [name of Designated Company]

Name and Title (please print)

SCHEDULE 8

DIRECTION TO PAY AND ACCOUNT INFORMATION

TO BC:

Pursuant to the terms of the Settlement Agreement, Cheslatta hereby directs BC to pay any and all amounts owing to Cheslatta under 15.1 of the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

Cheslatta Carrier Nation, by its Council:

Chief Corrina Leween

DATE

Councillor Ted Jack

DATE

Councillor Hazel Burt

DATE

SCHEDULE 9

CALCULATION OF ADJUSTMENT OF PAYMENTS IN LIEU

For the purposes of 8.11:

- (a) BC will adjust the amount of the payments in 8.11 b) ii) based on changes in the annual British Columbia Final Domestic Demand Implicit Price Index published by Statistics Canada according to the following:

$$\$1,150 \times \text{BCFDDIPI}_n / \text{BCFDDIPI}_{2018}$$

where:

“BCFDDIPI” means the British Columbia Final Domestic Demand Implicit Price Index for British Columbia, series v62789718, published regularly by Statistics Canada in Table: 36-10-0223-01 (formerly: CANSIM 384-0039): Implicit price indexes, gross domestic product, provincial and territorial (2007 = 100) or its replacement series as specified by Statistics Canada.

BCFDDIPI_{2018} = the BCFDDIPI published value for the year 2018, the base year for the purposes of this agreement.

BCFDDIPI_n = the BCFDDIPI published value for the year n in which the payment is triggered.

BCFDDIPI published by Statistics Canada is available on a time-lagged basis. For years which Statistics Canada published series of BCFDDIPI is not available, forecasted values will be estimated as specified in 8.11(c) for the purposes of this agreement.

- (b) If BCFDDIPI is not available, of Year n , and the most recent published series is for Year $n-1$, then

- $\text{BCFDDIPI}_n = (\text{BCFDDIPI}_{n-1}) \times (\text{BCFDDIPI}_{n-1} / \text{BCFDDIPI}_{n-2})$

If a British Columbia estimate of BCFDDIPI is not available, of Year n , and the most recent estimate is for Year $n-2$, then

- $\text{BCFDDIPI}_n = (\text{BCFDDIPI}_{n-2}) \times (\text{BCFDDIPI}_{n-2} / \text{BCFDDIPI}_{n-3})^2$

SCHEDULE 10

LIST OF AUTHORIZATIONS

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
BC Hydro	3698475	G-100-07		13-Aug-07	31-Dec-34	Current	Electricity Purchase Agreement between BC Hydro and Rio Tinto Alcan Inc.	Electricity Purchase Agreement between BC Hydro and Rio Tinto Alcan Inc.
BC Hydro				27-Feb-90	2014-12-31?		LTEPA - Long-Term Electricity Purchase Agreement between BC Hydro and Alcan Aluminium Limited	Long-Term Electricity Purchase Agreement between BC Hydro and Rio Tinto Alcan
BC Hydro				05-Aug-97			LTEPA Memorandum - BC Hydro and Alcan Aluminium Limited	Memorandum of Consent and Agreement Pursuant to the Long-Term Electricity Purchase
Environmental Assessment Office				June of 2011			Environmental Impact Assessment	Environmental Impact Assessment
Environmental Assessment Office			West Tahtsa Lake				Review whether EA required	
Forest		L40751	Ootsa Lake	21-Jul-93	21-Aug-94	Closed	Occupant Licence to Cut	
Forest		L41451	Tahtsa-Ootsa Snags	22-Aug-94	21-Nov-95	Closed	Occupant Licence to Cut	
Forest		L41452	Tahtsa Reach	02-Aug-94	01-Aug-95	Closed	Occupant Licence to Cut	
Forest		L43438	Skins Lake	18-Nov-96	30-Apr-97	Closed	Occupant Licence to Cut	

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Forest		L45517	Takysie Lake	02-Apr-01	01-Dec-01	Closed	Occupant Licence to Cut	
Forest		L46179	Cheslatta River	31-Jul-03	30-Jul-04	Closed	Occupant Licence to Cut	
Forest		L46701	Skins Lake/ Cheslatta River	09-Sep-04	08-Sep-09	Closed	Occupant Licence to Cut	
Forest		L47537	Ootsa Lake	01-Jan-08	31-Dec-18	Issued	Occupant Licence to Cut; Cut Block Approved for Harvest	Log and Lake Salvage
Forest		L47661	Nanika Bridge - Morice	20-Aug-07	19-Aug-12	Closed	Occupant Licence to Cut	
Forest		L47682	Casey Lake, and Denak West Pit (Endako Mines)	22-Aug-07	31-Aug-08	Closed	Occupant Licence to Cut	
Forest		L49367	Tahtsa Reach to west	25-Mar-14	24-Mar-19	Issued	Occupant Licence to Cut; Cut Block Approved for Harvest	Mineral Claim
Forest		L49368	Sibola - Rhine Creek	25-Mar-14	24-Mar-19	Issued	Occupant Licence to Cut; Cut Block Approved for Harvest	Mineral Claim
Forest		NAVL P	Skins Lake	23-Oct-96	22-Oct-01	Cancelled	Non-Exportable Crown Grant	
Forest		NBBVY	East Ootsa	14-Aug-97	13-Aug-99	Cancelled	Non-Exportable Crown Grant	
Forest		NBBWF	East Ootsa	14-Aug-97	13-Aug-99	Cancelled	Non-Exportable Crown Grant	
Forest		NBEAN	Ootsa Lake	20-Nov-97	19-Nov-02	Cancelled	Non-Exportable Crown Grant	
Forest		NBEBM	Ootsa Lake	20-Nov-97	19-Nov-02	Cancelled	Non-Exportable Crown Grant	

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Forest		NBXRC	Cheslatta	20-Jun-01	19-Jun-02	Cancelled	Non-Exportable Crown Grant	
Forest		NCFHJ	Chief Louis	09-Jan-03	08-Jan-08	Cancelled	Non-Exportable Crown Grant	
Forest		NCMDF	East Cheslatta River	07-Jun-04	06-Jun-09	Cancelled	Non-Exportable Crown Grant	
Forest		NCMDP	Skins Lake	07-Jun-04	06-Jun-09	Cancelled	Non-Exportable Crown Grant	
Forest		NCMDT	Cheslatta River	07-Jun-04	06-Jun-09	Cancelled	Non-Exportable Crown Grant	
Forest		NCOHX	Cheslatta River	12-Oct-04	11-Oct-09	Cancelled	Non-Exportable Crown Grant	
Forest		NCOWK	Cheslatta River	21-Oct-04	20-Oct-09	Cancelled	Non-Exportable Crown Grant	
Forest		NCOXY	Cheslatta River	27-Oct-04	26-Oct-09	Cancelled	Non-Exportable Crown Grant	
Forest		NDEIK	East Ootsa	29-Aug-07	28-Aug-12	Cancelled	Non-Exportable Crown Grant	
Forest		NGEBL	Skins Lake Spillway	28-Oct-87	30-Jun-93	Cancelled	Non-Exportable Crown Grant	
Forest		S09735				Not in FTA	Special Use Permit	Transmission Line
Forest		S16185	Summit of Sandifer Peak	30-Oct-89	29-Nov-89	Cancelled	Special Use Permit	Communication
Forest		S17566	Tahtsa Lake	30-Mar-90	29-Mar-95	Closed	Special Use Permit	Industrial
Forest		S20580	Tahtsa Reach	25-Jul-94	24-Jul-97	Closed	Special Use Permit	Mill Site
Forest		S22362	Skins Lake	18-Nov-96	17-Nov-97	Closed	Special Use Permit	Road Right of Way
Forest		S24092	Cheslatta River	31-Jul-03	30-Jul-09	Closed	Special Use Permit	Road, Right of Way
Forest		S25477	Tahtsa Narrows	25-Mar-14	24-Mar-20	Issued	Special Use Permit	Barge Landing and Storage
Forest		YR1155	Sandifer Creek Tahtsa Lake	02-Apr-90	01-Apr-91	Closed	Occupant Licence to Cut	Clearing and Levelling
Forest		YR828	Chekamin Bay	01-Jul-83	30-Jun-84	Closed	Occupant Licence to Cut	Clearing and Levelling

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Industrial Development Act (Education, Skills and Training)	0179602	3449	Nechako River	05-Aug-97		Current	Amended Permit Authorizing the Occupation of Crown Land under Industrial Development Act	Amended Permit Authorizing the Occupation of Crown Land under Industrial Development Act
Industrial Development Act (Education, Skills and Training)	0179602	F102324	Nechako River	05-Aug-97		Current	Final Water Licence under Industrial Development Act	Power, Stream Storage
Industrial Development Act (Education, Skills and Training)				05-Aug-97			1997 Amendment Agreement between BC and Alcan Aluminium Limited	Further amended 1950 Agreement as amended by 1987 Agreement (1950, 1987, 1997 "shall henceforth be read together and have effect as though all the provisions in the 1950 Agreement, as amended by the 1987 Amendment and by [the 1997 Amendment] were contained, mutatis mutandis, in one instrument" - 1950 agreement, as amended, continues in full force and effect; and issued Final Water Licence 102324 and Amended Permit Authorizing the Occupation of Crown land 3449
Industrial Development Act (Education, Skills and Training)				05-Aug-97			Replacement Electricity Supply Agreement between BC and Alcan Aluminium Limited	To make up for loss of KCP power
Industrial Development Act (Education, Skills and Training)				05-Aug-97			1997 BC/Alcan Agreement between BC and Alcan Aluminium Limited including Mutual Release	Settled Alcan's claim for loss described in BC Supreme Court Action No. C970386

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Industrial Development Act (Environment and Parks)	0179602	3449	Nechako River	29-Dec-87			Amended Permit Authorizing the Occupation of Crown Land	Amended Permit Authorizing the Occupation of Crown Land
Industrial Development Act (Environment and Parks)	0179602	C19847	Nechako River	29-Dec-87			Amended Conditional Water Licence	Amended Conditional Water Licence
Industrial Development Act (Environment and Parks)	0179602	C67591	Nechako Reservoir	29-Dec-87			Canada's Conditional Water Licence under Industrial Development Act	Canada - Conservation as set out in the 1950 Agreement, 1987 amendment, and 1987 Settlement Agreement; Date of precedence is August 3, 1949; issued under the Industrial Development Act; includes construction of works for the protection or enhancement of the fisheries resource in the Nechako River downstream from the Point of Diversion
Industrial Development Act (Environment and Parks)				29-Dec-87			1987 Amendment Agreement between BC and Alcan Aluminium Limited (amending 1950 Agreement)	Amends 1950 Agreement, Water Licence, and Permit
Industrial Development Act (Jobs, Tourism & Innovation)	0179602	3449	Nechako River	19-Jul-12		Current	Amended Permit Authorizing the Occupation of Crown Land	Amended Permit Authorizing the Occupation of Crown Land
Industrial Development Act (Jobs, Tourism & Innovation)	0179602	F102324	Nechako River	19-Jul-12		Current	Amended Final Water Licence	Amended to include Tunnel 2, the Intake, the Connection and all related incidental works as Works in clause (h)

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Industrial Development Act (Jobs, Tourism & Innovation)				19-Jul-12			2012 Amendment to the 1950 Agreement	Between BC and RT pursuant to IDA to authorize construction to complete Tunnel 2 and Intake and connect to Tunnel 1 and Kemano Powerhouse as detailed in the Environmental Impact Assessment Report dated June 2011, and to further amend the 1950 Agreement, as amended in 1987 and 1997, to include the new Works
Industrial Development Act (Lands and Forests)				1949			Industrial Development Act 1949, c. 31, s. 2	
Industrial Development Act (Lands and Forests)				29-Dec-50			1950 Agreement between BC and Aluminum Company of Canada Limited (Alcan)	Granted Alcan certain rights, including WL 19847 and PCL 3449, to develop the hydroelectric power potential of the Nechako and the Nanika Rivers
Lands	0179602	3449	Nechako River, Skins Lake, Nanaika River	29-Dec-50			Permit Authorizing the Occupation of Crown Land 1950	Occupy by and in connection with Licence of Occupation
Lands	0229303	60054	Cheslatta River/Lake		N/A	Current	Section 16	Flooding Reserve Licence of Occupation
Lands	6404042	633367	Tahtsa Narrows	01-Dec-89	01-Dec-99	Cancelled	Licence of Occupation	Communication Site
Lands	6404041	633368	Tahtsa Narrows	01-Dec-89	01-Dec-99	Cancelled	Licence of Occupation	Communication Site
Lands	6404138	633416	Tahtsa Lake	01-Feb-90	01-Feb-91	Expired	Temporary Permit	Permit road - Tahtsa Lake
Lands	6404048	633437	Tahtsa Lake	30-Mar-90	30-Mar-95	Expired	Licence of Occupation	Construction Camp & Laydown area
Lands	6403928	633444	Cheslatta Fan	01-Jun-90	01-Jun-95	Expired	Licence of Occupation	Industrial General - River Access Protection & Gravel Storage
Lands	6404161	633478	Kenney Dam	02-May-90	02-May-95	Expired	Licence of Occupation	Quarrying Sand and Gravel - Holy Cross Km3 Gravel Source

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Lands	6404213	633499	Sandifer Lake	27-Jun-90	27-Jun-95	Expired	Licence of Occupation	Quarrying Sand and Gravel - Sandifer Lake Gravel Pit
Lands	6404160	633509	Kenney Dam Road	14-Sep-90	14-Sep-95	Expired	Licence of Occupation	Quarrying Sand and Gravel - Holy Cross Km7 Gravel Source
Lands	6403771	633577	Entiako River	01-Sep-89	09-Sep-94	Cancelled	Licence of Occupation	Entiako River Hydrometric
Lands	6403770	633578	Chelaslie River	01-Sep-89	01-Sep-94	Expired	Licence of Occupation	Chelaslie River Hydrometric
Lands	6405395	634052	Sandifer Lake	10-Jun-93	10-Dec-93	Expired	Temporary Permit	Quarrying Rock - Sandifer Road
Lands	6403837	636068	Tahtsa Lake (Narrows)	02-Jul-08	02-Jul-18	Current	Licence of Occupation	Light Industrial - Dredging Tahtsa Narrows and the disposal of the dredged material onto the bed of Tahtsa Lake
Lands	6404975	636186	E of Sandifer Lake	01-May-12	01-May-42	Current	Licence of Occupation	Hydrometeorological survey station - Sandifer Lake
Lands	6405220	704267	N of Sweeny Lake	10-May-03	10-May-33	Current	Licence of Occupation	Communication Site DL 2770
Lands	6408400	899964	Tahtsa Lake Narrows	21-Oct-13	21-Oct-23	Current	Licence of Occupation	Light Industrial - staging and barge loading
Lands	6408401	899966	Kemano to Tahtsa Lake	21-Nov-13	21-Nov-43	Current	Licence of Occupation	Industrial - Miscellaneous
Lands	6403869	7223/1343	West Tahtsa Lake	03-Aug-89	N/A	Current	Crown Grant	Industrial - Tahtsa Intake Foreshore DL 3209
Lands	0179602	C19847	Nechako River, Skins Lake, Nanaika River	29-Dec-50			Conditional Water Licence 1950	Storage and Power as in 1950 Agreement
Lands	6404069	N/A	Kenney Dam	N/A	N/A	Disallowed	Notation of Interest	Roadway - Kenney Dam Road - Reserve
Lands	6404150	N/A	Tahtsa Lake	N/A	N/A	Disallowed	Licence of Occupation	Quarrying Sand and Gravel (Permit road - Tahtsa Lake?)
Lands	6404768	N/A	Sandifer Lake	N/A	N/A	Disallowed	Licence of Occupation	Industrial General - Kemano Sewage Tile Field

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Lands	6404885	N/A	Tahtsa Reach	N/A	N/A	Disallowed	Licence of Occupation	Tahtsa Narrows for burning floating debris from dredging
Lands	0208957		Tahtsa Narrows	06-May-57	N/A	Current	Crown Grant	
Lands	6406858		Takysie Lake	01-Mar-01	01-Mar-03	Cancelled	Licence of Occupation	Quarry Takaysie Lake DL 1659
Mines		039660 Reg No 0052	Eutsuk - Kimsquit sites 332561 and 378452			Passed	Order-in-Council/Mineral Placer Reserve	Order-in-Council/Mineral Placer Reserve
Mines		Q-1-36					Mine Permit	Skins Lake Quarry
Mines				14-Sep-87			1987 Settlement Agreement - BC and Alcan Aluminium Limited and Canada	Alcan agreed to abandon in part rights granted under the 1950 Agreement to protect the sockeye and chinook salmon in the Nechako and Nanika Rivers and to facilitate the expansion of permanent industries in BC
Order-in-Council		12		07-Jan-58			Order-in-Council	Amending Order-in-Council 86 of January 13, 1953, Order-in-Council 2484 of November 3, 1954, and Order-in-Council 1808 of July 17, 1956
Order-in-Council		47		2013			Order-in-Council	OIC won't open. Summary refers to locations around reservoir such as Cheslatta Lake, Eutsuk Lake, Whitesail, etc.
Order-in-Council		86		13-Jan-53			Order-in-Council	Recommending the incorporation of the Kenney Dam Industrial Township
Order-in-Council		146		21-Jan-49			Order-in-Council	Reservation of mineral resources in specified areas including the Nechako River drainage basin pursuant to Section 15A(1) of the Placer-mining Act (Cancelled 1962 and 1963 of August 24 1948.

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Order-in-Council		147		21-Jan-49			Order-in-Council	Reservation of mineral resources in specified areas including the Nechako River drainage basin pursuant to Section 15A(1) of the Placer-mining Act (Cancelled 1962 and 1963 of August 24 1948.
Order-in-Council		379		16-Feb-52			Order-in-Council	Recommending the expropriation by Alcan of certain low-lying non-Crown lands around the Nechako River and Skins Lake storage reservoir
Order-in-Council		413		06-Mar-50			Order-in-Council	Cancellation of Order-in-Council 146 and 147 of January 21 1949
Order-in-Council		414		06-Mar-50			Order-in-Council	Reservation of mineral resources in specified areas including the Nechako River drainage basin pursuant to Section 16(1) of the Placer-mining Act
Order-in-Council		432		24-Apr-03			Order-in-Council	Incorporating the Tahtsa Lake Industrial Township
Order-in-Council		445		28-Feb-55			Order-in-Council	Recommending the granting of a right-of-way to Alcan for the Kitimat-Kemano power transmission line
Order-in-Council		450		2005			Order-in-Council	OIC wouldn't open. In summary: "the administration of the enactment: Act BC- Alcan Northern Development Fund British Columbia Enterprise"
Order-in-Council		453		28-Feb-51			Order-in-Council	Amending the Industrial Development Act

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Order-in-Council		567		19-Jul-12			Order-in-Council	Authorizing the further amendment of the December 29, 1950 Agreement between BC and Alcan (now Rio Tinto Alcan Incorporated) and creating amended versions of Final Water Licence No. F102324 and Permit No. 3449, under Authority of Industrial Development Act R.S.B.C 1996 c 220 sections 1 and 2
Order-in-Council		594		2012			Order-in-Council	OLC wouldn't open. In summary: "Act Citizens' Services and Open Government BC- Alcan Northern Development Fund Act Jobs, Tourism"
Order-in-Council		652		2010			Order-in-Council	OLC wouldn't open. In summary: "Energy BC Online Act Citizens' Services BC- Alcan Northern Development Fund Act Regional Economic"
Order-in-Council		764		1952			Order-in-Council	OLC wouldn't open. In summary: "flooding and obliterated by the rising waters of the Alcan power reservoir; THAT the University of British...
Order-in-Council		781		10-Nov-06			Order-in-Council	Authorizing the completion of a draft Agreement between BC and Alcan about the 'Modernization Project' and terminate the August 5, 1997 Replacement Electricity Supply Agreement.
Order-in-Council		804	Tweedsmuir Park	04-Apr-52			Order-in-Council	Recommending that under the Audit Act, a Special Warrant be prepared to issue \$8,650.00 to UBC for an Archaeological survey of Tweedsmuir Park

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Order-in-Council		947		29-Jul-89			Order-in-Council	Recommending that OIC 86-1953 and OIC 2484-1954 be amended to repeal section 3 and substitute Minister responsible.
Order-in-Council		977		04-Aug-97			Order-in-Council	Enacting the BC/Alcan 1997 Agreement Order authorizing the execution of three Agreements between BC and Alcan, final Water Licence No. 102324, and Amended Permit 3449
Order-in-Council		1503		20-Oct-89			Order-in-Council	Approving the issuing of a Crown Grant to Alcan for a water lot in Tahtsa Lake
Order-in-Council		1722		1989			Order-in-Council	OIC wouldn't open. Garbled text in summary.
Order-in-Council		1808		17-Jul-56			Order-in-Council	Recommending Alcan pay Commissioners expenses and waiving obligations under Village Municipalities Act regarding Kenney Dam, Skins Lake, Bear Lake, Cutoff Creek, and Kemano Townships and Transmission Line.
Order-in-Council		1851		17-Sep-87			Order-in-Council	Unrecorded water of Cheslatta River and tributaries reserved for the use of the Crown for fisheries and instream purposes.
Order-in-Council		2377		10-Oct-51			Order-in-Council	Recommending the granting of a 3 year Licence of Occupation to Alcan for the Burns Lake-Tahtsa Lake access road
Order-in-Council		2484		03-Nov-54			Order-in-Council	Recommending the incorporation and specifying the locations of five Industrial Townships on lands owned by Alcan
Order-in-Council		2559		31-Oct-51			Order-in-Council	Cancelling OIC 414 reserving minerals, and reserving all minerals under Section 16 of the Placer-mining Act

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Order-in-Council	2572/87	2572		24-Dec-87			Order-in-Council	Authorizing the amendment of December 29, 1950 Agreement between BC and Alcan (now Alcan Aluminium Limited) including Amendment Agreement, amended Conditional Water Licence No 19847, amended Permit authorizing the occupation of Crown Land 3449, and Conditional Water Licence No 67591
Order-in-Council	2883/50	2883		30-Dec-50			Order-in-Council	Authorizing December 29, 1950 Agreement between BC and the Aluminum company of Canada Limited including drafts of Permit to occupy Crown Land 3449 and Conditional Water License No. 19847
Parks		PUP 2556					Park Use Permit	2 Climate Stations and snow course
Water		Approval (Section 9) 600272 or 600907?	Tahtsa Narrows			Expired	WA Approval Section 9	Dredging Tahtsa?
Water		Approval 600273	Tahtsa Narrows	27-Apr-90	31-Dec-92	Expired	WA Approval Section 9	Dredging Tahtsa?
Water	0194133	C020779	Murray and Cheslatta Lakes	21-Jul-52	10-Jul-87	Abandoned	Water Licence	Industrial (fish conservation)
Water	6000530	C068083	Nechako River/ Tahtsa Lake	15-Feb-90	23-Jun-97	Abandoned	Water Licence	Dust Control, Tunnelling, Well Drilling
Water	6000531	C068084	Nechako River/ Tahtsa Lake	09-Feb-90	23-Jun-97	Abandoned	Water Licence	Works Camps, Tunnelling, Well Drilling
Water	6000545	C068912	Nechako River/ Knewstubb Lake	16-Mar-90	31-Dec-94	Expired	Water Licence	Work Camps

Category	File Number	Authorization Number(s)	Location if Specified	Date issued	Expiry Date	Current Status	Tenure Type	Purpose
Water	6000546	C068913	Nechako River/ Knewstubb Lake	15-Mar-90	31-Dec-93	Expired	Water Licence	Tunnelling/Well Drilling
Water	6001682		6 Dam sites			Expired	WA Notification	Activity in Oct/Nov of 2016 for Dam Maintenance across 6 of Rio Tinto's Dam sites

