

## LAND TRANSFER AGREEMENT

**His Majesty the King in right of the Province of British Columbia**, as represented by the Ministry of Indigenous Relations and Reconciliation

(the “**Province**”)

**AND:**

**Lake Babine Nation**, on behalf of itself and Lake Babine Nation people, as represented by its Chief and Council

(“**Lake Babine Nation**”)

**WHEREAS:**

- A. On September 18, 2020, Lake Babine Nation, the Province and Canada entered into the Foundation Agreement under which the Province agreed, *inter alia*, to transfer lands in fee simple to Lake Babine Nation.
- B. This Agreement sets out the terms and conditions applicable to the “Initial Land Transfer” under the Foundation Agreement and is the “Land Transfer Agreement” for those lands for the purposes of section 6.2 of the Foundation Agreement.
- C. As described at section 6.2 of the Foundation Agreement, the Parties intend that the lands transferred under this Agreement be a step towards Lake Babine Nation Aboriginal title, provide economic opportunities for Lake Babine Nation, and protect key Lake Babine Nation cultural or environmental values if necessary.

The Parties agree as follows:

### ARTICLE 1 - DEFINITIONS

1.1 In this Agreement

“**Agreement**” means this Land Transfer Agreement and includes the

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Schedules to this agreement;

**“Alternate Lands”** means the Lands selected in accordance with article 6;

**“BC Hydro”** means the British Columbia Hydro and Power Authority;

**“Closing”** means the transfer of a parcel of Lands from the Province to the Designated Entity under this Agreement;

**“Closing Date”** means the date of a Closing;

**“Council”** means Lake Babine Nation’s “council of the band”, as defined in the *Indian Act*, RSC 1985. C I-5;

**“Crown grant”** means an instrument in writing conveying the Lands in fee simple to the Designated Entity;

**“Designated Entity”** means:

- (a) a company incorporated under federal or provincial law, whose majority of shares is owned directly or indirectly, legally and beneficially, by Lake Babine Nation; or
- (b) a “society”, as defined in the *Societies Act*, SBC. 2015, c 18, whose directors are elected or appointed by Lake Babine Nation and whose purpose is for the benefit of Lake Babine Nation;

**“Designated Entity’s Solicitor”** means the solicitor or notary public acting for the Designated Entity to complete a Closing;

**“Effective Date”** means the date on which this Agreement is executed and delivered by the Parties;

**“E-meet”** means an electronic meet under the Land Title and Survey Authority’s Electronic Services for a Closing;

**“Environmental Condition”** means the environmental condition of the lands (including soil, sediment, soil vapour, surface water, and groundwater), including the presence or absence of chattels, detritus, garbage, or any toxic, hazardous, dangerous, or potentially dangerous substances on or under those lands or migrating from those lands;

**“Foundation Agreement”** means the agreement entered into by Lake Babine Nation, the Province, and Canada on September 18, 2020;

**“GST”** means the goods and services tax imposed under the *Excise Tax Act*

(*Canada*), RSC 1985, c E-15;

**“Hooper GTC”** means the guiding territory certificates:

- (a) No. 610009 issued to Jack Hooper and Lloyd Hooper on June 9, 2021, or
- (b) No. 610010 issued to Jack Hooper and Lloyd Hooper on June 9, 2021,

and includes any renewal, replacement, amendment, transfer or assignment thereof;

**“Land Act”** means the *Land Act*, RSBC 1996, c 245;

**“Land Interest”** means an interest or charge registered on title under the *Land Title Act*, a licence, or a permit;

**“Land Title Act”** means the *Land Title Act*, RSBC 1996, c 250;

**“Lands”** means 20,000 hectares, more or less, of Crown lands shown on Schedule A but excludes lands below a “natural boundary”, as defined in the *Land Act*;

**“Party”** means Lake Babine Nation or the Province, and **“Parties”** means both of them;

**“Proceeding”** means a legal proceeding, action, cause of action, suit, claim, or demand, known or unknown, and in law, equity, or otherwise;

**“Property Transfer Tax Act”** means the *Property Transfer Tax Act*, RSBC 1996, c 378;

**“Province’s Solicitor”** means the solicitor acting for the Province to complete a Closing;

**“Provincial Official”** means:

- (a) any minister, public official, employee, contractor, agent, or representative of the Province;
- (b) any British Columbia government corporation or any director, officer, employee, contractor, agent, or representative of a British Columbia government corporation; or

- (c) any person acting as a decision-maker under any enactment of the Province;

**“Public Utility Works”** means infrastructure, works, or equipment for the:

- (a) production, gathering, generating, processing, storage, transmission, sale, supply, distribution, or delivery of petroleum (including petroleum products or by-products), gas (including natural gas, natural gas liquids, propane, and coalbed gas), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold, or power;
- (b) management and drainage of water; or
- (c) emission, conveyance, transmission, or reception of information, messages, or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre, or radio communications, if that service is offered to the public for compensation,

but does not include infrastructure, works, or equipment owned by BC Hydro or Telus.

**“Reservations and Exceptions”** mean the rights, interests, and reservations described at Schedule B;

**“Section 35(1) Rights”** means claimed or proved aboriginal rights and established treaty rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

**“Survey”** means a survey that is required for a Closing and meets the requirements of the British Columbia Surveyor General;

**“Telus”** means Telus Communications Inc. (BC1101218); and

**“Traplines”** means the following registered traplines issued under the *Wildlife Act, RSBC 1996, c 488*:

- (a) Trapline No. TR0608T012;
- (b) Trapline No. TR0608T020;
- (c) Trapline No. TR0608T024;
- (d) Trapline No. TR0606T011;

- (e) Trapline No. TR0606T012;
- (f) Trapline No. TR0608T003; and
- (g) Trapline No. TR0608T004,

and includes any renewal, replacement, amendment, transfer, or assignment thereof.

## **ARTICLE 2 - INTERPRETATION**

- 2.1 The parts of this Agreement are “article”, “section”, “subsection”, and “paragraph”. For instance, article 1 contains section 1.1, subsection 1.1(a), and paragraph 1.1(a)(i). Unless stated otherwise, any reference in this Agreement to an article, section, subsection, or paragraph means the appropriate part of this Agreement.
  - 2.2 The recitals and headings are for convenience only, do not form a part of this Agreement, and in no way define, limit, modify, or explain the scope or meaning of any provision of this Agreement.
  - 2.3 This Agreement is governed by the laws of British Columbia.
  - 2.4 Words importing gender include the masculine, feminine, or neuter gender and words in the singular include the plural, and vice versa.
  - 2.5 “Including” means “including, but not limited to” and “includes” means “includes but is not limited to”.
  - 2.6 Any reference to a company or society includes a predecessor or successor to the entity.
  - 2.7 In the calculation of time under this agreement, all references to “days” are to calendar days.
  - 2.8 A reference to a statute includes a regulation made under it. A reference to a statute or regulation includes an amendment, re-enactment, or replacement.
  - 2.9 The Parties have drafted this Agreement using the following interpretive practice:
    - (a) “A or B” means “A or B, or both”, as the context requires;
    - (b) “either A or B” means “A or B, but not both”; and
    - (c) “A and B” means “both A and B”.
  - 2.10 A reference to an agreement, document, or instrument “in the form” of an attached schedule means an agreement, document, or instrument substantially in that form with changes, additions, or deletions as agreed by the Parties.
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- 2.11 Nothing in this Agreement is to be interpreted in a way that fetters the discretion given under any enactment to the British Columbia Cabinet, Treasury Board, ministers, officials, employees, contractors, agents, or representatives, or any other statutory decision-maker.
- 2.12 The following schedules form part of this Agreement:
- (a) Schedule A – Lands
  - (b) Schedule B – Reservations and Exceptions
  - (c) Schedule C – Designated Entity Agreement
  - (d) Schedule D – GST Certificate
  - (e) Schedule E – Section 219 Restrictive Covenant
  - (f) Schedule F – Consent in Relation to Property Transfer Tax Matters
  - (g) Schedule G – Form of BC Hydro Transmission Line Ancillary Rights Right of Way
  - (h) Schedule H – Terms and Conditions for Traplines
  - (i) Schedule I – Forestry Research Plots

### **ARTICLE 3 - PURPOSE AND ENTIRE AGREEMENT**

- 3.1 The Parties make this Agreement to implement the Province's obligations under section 6.2 of the Foundation Agreement relating to the initial transfer of lands to Lake Babine Nation. This Agreement constitutes the entire agreement between the Parties regarding the implementation of those obligations and there are no other representations, warranties, collateral agreements, undertakings, or conditions, whether written or oral, affecting this Agreement.
- 3.2 The Parties understand and agree the transfer of the Lands under this Agreement is a contribution towards reconciliation, including addressing historical grievances.

### **ARTICLE 4 - COMING INTO EFFECT AND TERMINATION**

- 4.1 This Agreement comes into effect on the Effective Date.
- 4.2 This Agreement terminates if the Foundation Agreement is terminated.

- 4.3 The following terms and conditions of this Agreement survive the transfer of the Lands and the termination of this Agreement: sections 5.7 to 5.12 [*permissions, no interference with PEs or WLEs*], subsection 7.2(b) [*LBN responsible for remediation*], sections 7.4 and 7.5 [*LBN responsible for annual taxes, no BC obligation to pay for servicing or developing lands*], article 8 [*reps and warranties*], sections 9.1 [*lands “as is”*] and 9.4 [*no BC R&Ws re condition of land*], articles 10 [*release and indemnity*], 11 [*notice*] and 12 [*DR*], and sections 13.1, 13.2, 13.3, 13.4, 13.5 and 13.6.

## **ARTICLE 5 - TRANSFER OF LANDS**

- 5.1 Lake Babine Nation will notify the Province:
- (a) when Lake Babine Nation wishes to proceed with the transfer of a parcel of Lands under this Agreement; and
  - (b) of the applicable Designated Entity that will take registered title to the parcel referred to in subsection (a).
- 5.2 As soon as practicable on receipt of Lake Babine Nation’s notice under section 5.1, the Province will cause a Survey of the exterior boundary of the parcel of Lands to be prepared and delivered to Lake Babine Nation.
- 5.3 The Province will transfer the Lands to the Designated Entity, subject to Reservations and Exceptions, in accordance with the terms and conditions of this Agreement.
- 5.4 The Parties will determine the Closing Date for the transfer of each parcel of Lands to the Designated Entity under this Agreement. The transfer of the Lands may occur in separate transactions and at different times.
- 5.5 Lake Babine Nation acknowledges that certain Lands are designated as “agricultural land” under the *Agricultural Land Commission Act*, SBC 2002, c 36, and will retain that designation on Closing.

### **Land Interests and Permissions**

- 5.6 Regarding the Lands shown on Maps 8 to 12 of Schedule A [*parcel D*], Lake Babine Nation will prepare and deliver to the Province, in accordance with section 5.13, a fully executed BC Hydro transmission line ancillary rights statutory right of way in the form attached at Schedule G, registrable under section 218 of the *Land Title Act*.

- 5.7 If Lake Babine Nation fails to deliver to the Province, in accordance with section 5.13, the statutory right of way described in section 5.6 [*BCH ancillary*] the subject parcel of Lands will not be transferred under this Agreement and will be replaced by Alternate Lands.
- 5.8 Regarding any portion of the Lands overlapping with a Hooper GTC, unless that Hooper GTC terminates, Lake Babine Nation will:
- (a) allow the applicable Hooper GTC holder, any guide outfitter licence holder permitted to guide in that Hooper GTC area, and any persons being guided, to enter and use the overlapping Lands for the purpose of carrying out guided activities authorized under the *Wildlife Act*, RSBC 1996, c. 488; and
  - (b) give the applicable Hooper GTC holder reasonable advance notice of any activities planned for the Lands that could affect the holder's guiding interest,
- and, for greater certainty, the access rights provided in this section do not affect Lake Babine Nation's right to decide how to use the Lands.
- 5.9 Lake Babine Nation will permit the holders of the Traplines to enter and use the Lands for the purpose of exercising the rights and interests under their respective Traplines over the Lands in accordance with the terms and conditions described in Schedule H.
- 5.10 Lake Babine Nation will permit the Province and its employees, contractors, agents, and representatives to enter and use the Lands for the purpose of conducting forestry-related studies, tests, and experiments at the following sites shown on Schedule I:
- (a) PSP 66-49-74G (654567E, 6095463N, Z9);
  - (b) PSP 66-57-28G (657371E, 6099065N, Z9);
  - (c) CMI 2151194; and
  - (d) CMI 2157195.
- 5.11 Lake Babine Nation will not harvest, cut, trim, or otherwise modify the trees or vegetation existing at the following sites shown on Schedule I without the prior written consent of the Province:
- (a) PSP 66-49-74G (654567E, 6095463N, Z9); and
  - (b) PSP 66-57-28G (657371E, 6099065N, Z9).
- 5.12 Lake Babine Nation will not do, or allow to be done, anything that would:
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- (a) interfere with the rights or interests under a Land Interest described at section 5.6 [*BCH ancillary*] or that would otherwise result in any claim against the Province by anyone claiming by, through, or under such a Land Interest; or
- (b) interfere with a permission described at section 5.8 [*Hooper GTC*] 5.9 [*Traplins*] or 5.10 [*Forest Research Plots*].

### **Closing Documents**

- 5.13 For each parcel of Lands, not less than 30 days before the Closing Date, or such other date as the Parties may agree, Lake Babine Nation will prepare and deliver, or cause to be prepared and delivered, to the Province:
- (a) an agreement executed by the Designated Entity in the form attached as Schedule C;
  - (b) a certificate signed by an officer of the Designated Entity in the form attached as Schedule D;
  - (c) a representation and warranty that Lake Babine Nation has conducted, or had the opportunity to conduct, an independent investigation of the matters described at section 9.2 [*condition of lands due diligence*] and has satisfied itself as to each of these matters;
  - (d) a registrable restrictive covenant executed by the Designated Entity in the form attached as Schedule E;
  - (e) regarding the parcel of Lands shown on Maps 8 to 12 of Schedule A [*Area D*], the statutory right of way described at section 5.6 [*BCH ancillary*];
  - (f) a consent in relation to property transfer tax executed by Lake Babine Nation and the Designated Entity, in the form at Schedule F; and
  - (g) all other documents necessary to complete the Closing.

### **Closing Procedure**

- 5.14 The transactions under this Agreement are to be completed by electronic registration pursuant to Part 10.1 of the *Land Title Act* on an “all or nothing” basis before 5:00 p.m. on the Closing Date. It is a condition of each Closing that all registrations and filings are deemed concurrent requirements, and nothing is complete at Closing until everything required to be a condition of Closing has been fulfilled.

- 5.15 No later than 5 days before the Closing Date, the Province's Solicitor will create an E-meet and invite the Designated Company's Solicitor to join.
- 5.16 On or before the Closing Date, the Province will upload the following documents to the E-meet in the following order:
- (a) the executed Crown grant;
  - (b) the executed restrictive covenant delivered to the Province under subsection 5.13(d) [*Restrictive Covenant*];
  - (c) regarding the parcel of Lands shown on Maps 8 to 12 of Schedule A [*parcel D*], the statutory right of way described at section 5.6 [*BCH ancillary*].
- 5.17 On or before the Closing Date, Lake Babine Nation will cause the Designated Entity to prepare and upload to the E-meet an executed return under the *Property Transfer Tax Act* in the prescribed form.
- 5.18 When satisfied that the Lands are free and clear of all liens, charges, and encumbrances except the Reservations and Exceptions, and satisfied with the content and registration sequence of the documents uploaded to the E-meet under sections 5.16 and 5.17 [*BC and LBN uploads*], Lake Babine Nation will cause the Designated Entity to approve the document package for registration.
- 5.19 When satisfied with the content and registration sequence of the documents uploaded to the E-meet under sections 5.16 and 5.17 [*BC and LBN uploads*], the Province will submit the document package for registration.

### **Conditions Precedent**

- 5.20 Prior to the execution of the Agreement, Lake Babine Nation will deliver to the Province a resolution made by its elected Council approving this Agreement and authorizing Lake Babine Nation representatives named in the resolution to execute this Agreement on their behalf.
- 5.21 With respect to each parcel of Lands, the obligation of the Province to transfer the Lands under this Agreement is subject to the satisfaction of the following conditions precedent:
- (a) Lake Babine Nation having given notice to the Province under subsection 5.1(a) [*notice to transfer*] and direction under subsection 5.1(b) [*Designated Entity direction*];
  - (b) Lake Babine Nation having delivered to the Province the documents
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described at section 5.13, as applicable;

- (c) regarding the transfer of Lands on which exist Public Utility Works, the Designated Entity granting to the owner of the Public Utility Works a lease, easement, or other right or interest for the maintenance, operation, and replacement of the Public Utility Works, to the owner's satisfaction and effective on Closing;
- (d) the Survey having been completed;
- (e) the minister responsible having authorized the disposition of the Lands in accordance with provincial law;
- (f) the Land Title and Survey Authority having prepared and delivered the Crown grant of the Lands to the Province, in a form and on terms and conditions satisfactory to the Province;
- (g) the representations and warranties of Lake Babine Nation under this Agreement and under the Foundation Agreement being and continuing to be true and correct;
- (h) Lake Babine Nation being in compliance with its material obligations under:
  - (i) this Agreement as those obligations relate to previously transferred parcels of Lands, and
  - (ii) the Foundation Agreement;
- (i) the Province being satisfied that it has fulfilled, on or before the Closing Date, any consultation obligation (including, as appropriate, accommodation) it may have with respect to assertions of Section 35(1) Rights in connection with the Lands by any other group;
- (j) there being sufficient monies available in an "appropriation", as defined in the *Financial Administration Act*, 1996 R.S.B.C. c 138, in a fiscal year when any expenditure in respect of an obligation may be required, to enable the Province to make that expenditure; and
- (k) the Province having obtained all required approvals, statutory decisions, and orders, including of the British Columbia Cabinet and Treasury Board.

5.22 The conditions set out in sections 5.20 and 5.21 [*conditions precedent*] are for the sole benefit of the Province and may be waived by the Province on written notice to Lake Babine Nation.

## ARTICLE 6 – ALTERNATE LANDS

- 6.1 In the event that a parcel of Lands is excluded from transfer under section 5.7, alternate Lands will be selected by agreement of the Parties, at each of their own discretion and having regard for, without limitation:
- (a) cultural, spiritual, social, economic, or other value of the lands for Lake Babine Nation;
  - (b) ownership of the lands;
  - (c) location and contiguity of the lands;
  - (d) third party rights and interests in the lands;
  - (e) the Province's resource management areas and objectives;
  - (f) roads;
  - (g) surface and subsurface resources;
  - (h) access to provincial Crown lands, including water bodies or lands below a natural boundary, or to adjacent or proximate lands or tenures;
  - (i) the condition of the lands, including the Environmental Condition;
  - (j) the value of the lands, where available;
  - (k) water bodies or lands below a natural boundary;
  - (l) historical land uses;
  - (m) stakeholder or public interests, including any potential obligation on the Province;
  - (n) the intended use and purpose of Lake Babine Nation for the lands, including whether it intends for the lands to be set apart as Reserve for the use and benefit of Lake Babine Nation;
  - (o) potential adverse impacts to Section 35(1) Rights that other groups may have or assert in the territory in which the lands are located; and
  - (p) potential third party claims for compensation.
- 6.2 Schedule A is deemed amended on the Parties' written confirmation of an area of Alternate Lands.
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- 6.3 The selection of the Alternate Lands is subject to the Parties reaching agreement on third party interests or rights on the Lands in connection with the transfer of those lands. Schedule B is deemed amended in accordance with the Parties' agreement under this section.
- 6.4 The selection of the Alternate Lands is subject to the Parties reaching agreement on the applicability of Section 10.5 [*EMA liability*].

#### **ARTICLE 7 - RESPONSIBILITY FOR STEPS AND COSTS**

- 7.1 The Province is responsible for the following costs and expenses that may be required or payable in connection with a transfer under this Agreement;
- (a) for the preparation and registration of a Crown grant under the *Land Title Act*; including the exterior boundary Survey;
  - (b) for the preparation and registration of the documents described at section 5.6 [*BCH Ancillary*], subsection 5.13(d) [*Restrictive Covenant*] or related to any other third party rights or interests on the Lands, including a Survey required for its registration under the *Land Title Act*, if any; and
  - (c) tax payable under the *Property Transfer Tax Act* which, for greater certainty, the Province will pay or seek an exemption.
- 7.2 Lake Babine Nation is responsible for the following costs and expenses that may be required or payable in connection with a transfer under this Agreement:
- (a) federal or provincial sales tax or another transfer or registration charge for which the Province does not expressly agree to accept responsibility under this Agreement, if any; and
  - (b) environmental investigation, assessment, study, or remediation, if any.
- 7.3 The cost associated with the surveying or registration of a right or interest described at subsection 5.21(c) for Public Utility Works is the responsibility of the Public Utility Works owner.
- 7.4 Lake Babine Nation, through the Designated Entity, is responsible for any annual tax payable in respect of the Lands in accordance with provincial law.
- 7.5 The Province is under no obligation, express or implied, to provide physical access to the Lands, or to assist or contribute financially in any way to Lake Babine Nation's cost of servicing or developing the Lands.

7.6 Unless expressly stated otherwise in this Agreement, each Party bears its own legal and administrative costs related to the transfer of Lands under this Agreement.

## **ARTICLE 8 - REPRESENTATIONS AND WARRANTIES**

8.1 Lake Babine Nation represents and warrants that:

- (a) it enters into this Agreement for, and on behalf of, its members;
- (b) it, as represented by its Chief and Council had at all material times and has the legal power, capacity, and authority to negotiate with the Province on behalf of Lake Babine Nation and its members, and to execute, deliver, and implement this Agreement;
- (c) it has retained independent legal counsel qualified to practice law in the province of British Columbia to advise Lake Babine Nation and the Designated Entity regarding this Agreement;
- (d) each entity designated by Lake Babine Nation to accept a transfer of Lands under this Agreement will be a Designated Entity;
- (e) each entity designated by Lake Babine Nation as a Designated Entity will have the legal power, capacity, and authority to accept the transfer of Lands and to carry out its obligations under this Agreement; and
- (f) the Province has fulfilled its obligation to consult with Lake Babine Nation in relation to the transfer of the Lands to a Designated Entity.

8.2 The Province represents and warrants that it has the legal power, capacity, and authority to enter into and, on the satisfaction or waiver of the conditions precedent at sections 5.20 and 5.21 [BC CPs], to carry out its obligations under this Agreement.

8.3 The representations and warranties made by each Party in this Agreement are made with the intent and understanding that the other Party relies on those representations and warranties in entering into this Agreement.

## **ARTICLE 9 - CONDITION OF THE LANDS**

9.1 Lake Babine Nation agrees that the Lands are transferred and accepted under this Agreement on an “as is” basis.

- 9.2 Before the Closing of each parcel of Lands, Lake Babine Nation will satisfy itself as to:
- (a) the physical access to the Lands
  - (b) the improvements on the Lands and their condition, including utilities or other systems that serve the Lands;
  - (c) the condition of the Lands, including the Environmental Condition;
  - (d) the current and past uses of the Lands and any surrounding or neighbouring lands;
  - (e) the economic feasibility of the development of the Lands;
  - (f) the zoning and the bylaws of any government authority that relate to the development, use, and occupation of the Lands at Closing;
  - (g) the application of federal or provincial enactments or laws to the Lands; and
  - (h) the fitness or suitability of the Lands for any particular use, including the intended use of Lake Babine Nation or the Designated Entity.
- 9.3 Before the Closing of each parcel of Lands, the Province will make reasonable efforts to provide the information in its possession regarding the documented Environmental Condition of the Lands to Lake Babine Nation.
- 9.4 The Province makes no representation or warranty regarding:
- (a) any aspect of the condition of the Lands;
  - (b) any other matter listed at section 9.2 [*condition of lands due diligence*]; or
  - (c) the accuracy, relevance, reliability, or completeness of information provided under section 9.3 and Lake Babine Nation acknowledges and agrees that the Province has no liability for errors, omissions, or inaccuracies with respect to this information.
- 9.5 Lake Babine Nation waives, to the extent permitted by law, any requirement for the Province to provide to Lake Babine Nation a "site disclosure statement" under the *Environmental Management Act*, SCB 2003, c 53 regarding the Lands.

## ARTICLE 10 - RELEASE AND INDEMNITY

- 10.1 Lake Babine Nation assumes all liabilities relating to the Environmental Condition of the Lands, including any clean-up or remediation, from and after the Closing.
- 10.2 Except where a Proceeding results from an act or omission of the Province or a Provincial Official after the Closing, Lake Babine Nation forever releases and discharges the Province and Provincial Officials from and against any and all Proceedings with respect to the quantity, quality, condition (including the Environmental Condition and any patent and latent defects, known and unknown), and location of the Lands under this Agreement, including the fitness of the land for any particular purpose.
- 10.3 Lake Babine Nation will indemnify and forever save the Province and Provincial Officials harmless from a Proceeding brought by any person against the Province or Provincial Officials:
- (a) with respect to the quantity, quality, condition (including the Environmental Condition and any patent and latent defects, known and unknown), and location of the Lands under this Agreement, including the fitness of the land for any particular purpose, except with respect of a Proceeding arising from an act or omission by the Province or a Provincial Official made after the Closing; and
  - (b) with respect to a default by Lake Babine Nation under sections 5.6 [*BCH Ancillary*], 5.8 [*Hooper GTC*], 5.9 [*Traplins*] or with respect to other third party rights or interests on the Lands after the Closing.
- 10.4 Lake Babine Nation acknowledges and agrees that it has been adequately consulted and accommodated with respect to the transfer of the Lands under this Agreement.
- 10.5 Nothing in this article 10 or in subsection 7.2(b) [*LBN responsible for remediation*] section 9.1 [*Land "as is"*] or subsections 9.2(c) or (d) [*LBN Due Diligence*] precludes Lake Babine Nation or a Designated Entity from claiming against the Province as a potential responsible person under the *Environmental Management Act*, SBC 2003, c 53 or successor legislation in respect of any Lands transferred under this Agreement.



## **ARTICLE 11 - NOTICE**

11.1 All notices, documents, agreement, or communications required or permitted to be given under this Agreement must be in writing and are deemed to have been delivered if delivered by hand, courier, or e-mail (provided that receipt of the e-mail is acknowledged by the recipient) to the recipient as follows:

(a) to Lake Babine Nation:

Chief, Lake Babine Nation  
225 Sus Avenue  
Burns Lake, British Columbia V0J 1E0

And

Chief Executive Officer, Lake Babine Nation  
225 Sus Avenue  
Burns Lake, British Columbia V0J 1E0

(b) to the Province

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box Stn. Prov. Govt.  
Victoria, B.C. V8W 9B1

11.2 If a Party gives notice to the other of a change of address for the purpose of this Agreement, section 11.1 is deemed amended accordingly.

## **ARTICLE 12 – DISPUTE RESOLUTION**

12.1 The dispute resolution provisions in section 6 of Schedule A of the Foundation Agreement are incorporated by reference into, and form a part of, this Agreement.

## **ARTICLE 13 - GENERAL PROVISIONS**

13.1 Subject to section 13.2, the Lands are subject to provincial and local government laws, including applicable zoning, land use, land development, and property tax laws, and at no time after Closing will Lake Babine Nation, or anyone on its behalf, challenge the applicability of provincial laws to the Lands.

13.2 The Parties have agreed under section 6.8 of the Foundation Agreement to seek to reach agreement on Lake Babine Nation's Aboriginal title interest in the Lands.

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The Parties further agree to discuss potential transitional measures to implement this Aboriginal title. The Parties may amend section 13.1 accordingly and as appropriate.

- 13.3 Lake Babine Nation will act through its Council in carrying out its duties, functions, and obligations under this Agreement. Each action taken, acknowledgment, agreement, release, consent, or other covenant given by Lake Babine Nation under this Agreement is deemed conclusively to be taken or given by Lake Babine Nation on its own behalf and on behalf of its members.
- 13.3 Nothing in this Agreement is to be construed as:
- (a) an admission by either Party of the scope, nature, or geographic extent of any Aboriginal right, including Aboriginal title, of Lake Babine Nation that is protected under section 35 of the *Constitution Act, 1982*;
  - (b) establishing, defining, limiting, denying, abrogating, or derogating any Aboriginal right or title of Lake Babine Nation;
  - (c) an admission with respect to the quantum of any economic accommodation or compensation that may be required;
  - (d) in any way limiting the position either Party may take in a process or Proceeding or precluding Lake Babine Nation from seeking a declaration with respect to Aboriginal title; or
  - (e) an admission of fact or liability.
- 13.4 A discussion or negotiation conducted pursuant to this Agreement does not in any way limit a position a Party may take in a process or Proceeding and it is not to be construed as an admission of fact or liability.
- 13.5 This Agreement is for the benefit of and is binding on the Province and Lake Babine Nation.
- 13.6 Where an action may be taken, a consent or approval be given, or a determination be made by a Party in relation to the rights and obligations under this Agreement, the Party will act reasonably in taking such action, deciding whether to provide such consent or approval, or making such determination unless expressly provided otherwise.
- 13.7 The Parties will execute further documents and take further measures necessary to carry out and implement this Agreement.
- 13.8 Time is of the essence of this Agreement and will remain of the essence notwithstanding any extension granted by either Party.

- 13.9 If a section, or a part of a section, of this Agreement is found to be illegal or unenforceable, that section or part is considered separate and severable and the remaining sections or parts are not affected and are enforceable to the fullest extent permitted by law.
- 13.10 There is no presumption that a doubtful expression, term, or provision in this Agreement is to be resolved in favour of either Party.
- 13.11 A Party cannot assign or transfer a right or obligation under this Agreement without the prior consent of the other Party at its sole discretion.
- 13.12 The waiver of a term, condition, covenant, or other provision of this Agreement by a Party must be in writing. The waiver of:
- (a) the application of a term, condition, covenant, or other provision of this Agreement in a particular instance is not to be construed or constitute:
    - (i) a waiver of the same term, condition, covenant, or other provision in any other instance, or
    - (ii) a waiver of another term, condition, covenant, or other provision; and
  - (b) a breach of a term, condition, covenant, or other provision of this Agreement is not to be construed as or constitute:
    - (i) a waiver of another breach of the same term, condition, covenant, or other provision, or
    - (ii) a waiver of a breach of another term, condition, covenant, or other provision; and

the consent or approval by a Party of an act by the other is not a waiver or, and does not render unnecessary, the consent or approval for a subsequent, same, or similar act.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

13.13 This Agreement may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, and all such executed and delivered counterparts taken together, will constitute one original agreement.

IN WITNESS WHEREOF the Minister of Indigenous Relations and Reconciliation, on behalf of His Majesty the King in right of the province of British Columbia, and the Lake Babine Nation Council, on behalf of the Lake Babine Nation and the Lake Babine Nation people, have executed this Lands Transfer Agreement on the dates indicated below.

Signed on behalf of the LAKE  
BABINE NATION COUNCIL in the  
presence of: )


Signature:  )

Name of Witness: Dominique Nouvet )

Address: 3219 Linwood Ave  
Victoria BC V8X 1E5 )

As of all Signatures  
Date: \_\_\_\_\_ )

Signed on behalf of HIS MAJESTY THE  
KING IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the  
Minister of Indigenous Relations and  
Reconciliation, in the presence of: )

Signature:  )

Name of Witness: Cory Waters )

Address: 2955 Jutland Road Victoria BC V8W 9B1 )

Date: December 22, 2022 )



Chief Murphy Abraham



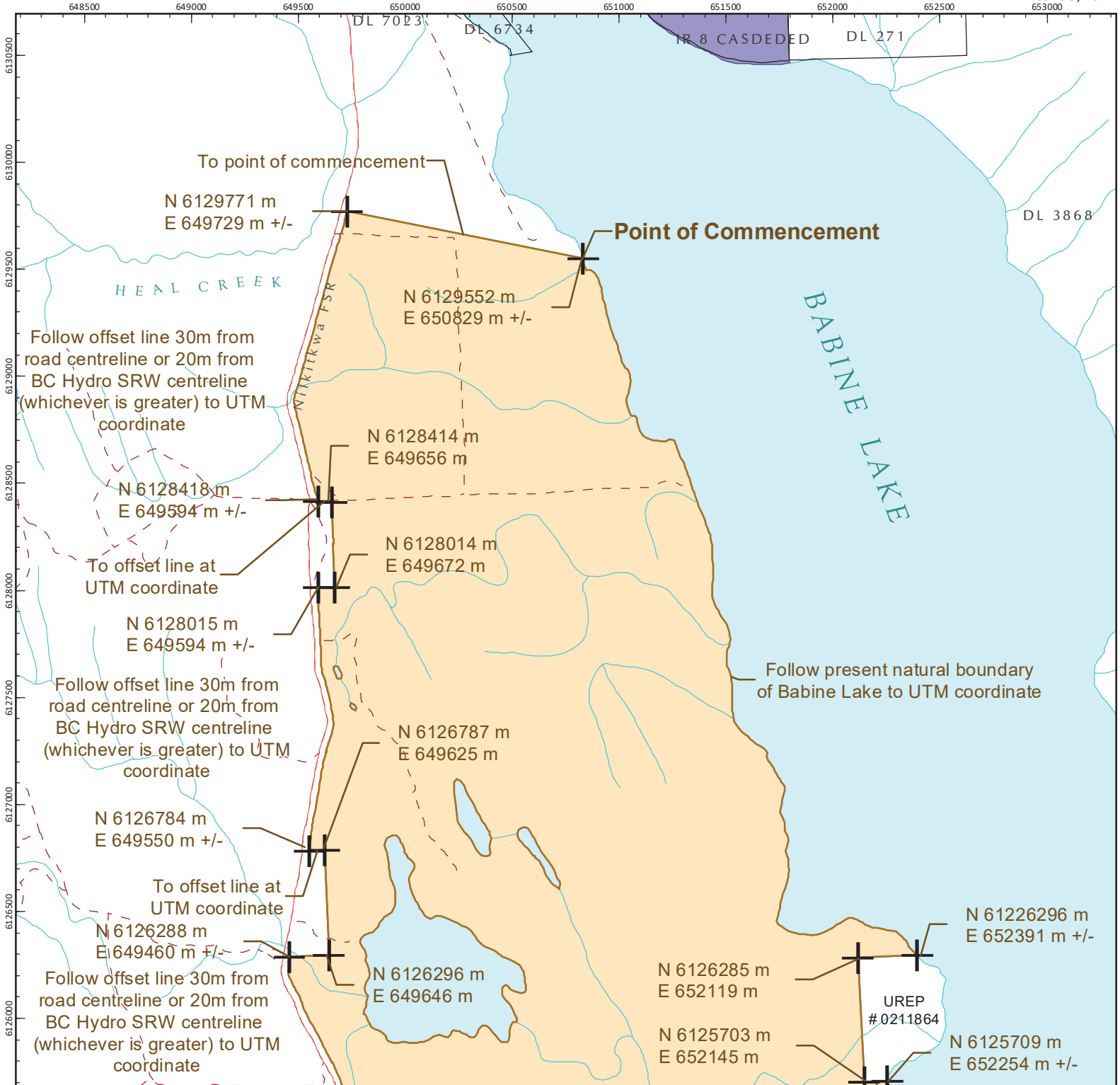
Minister of Indigenous Relations  
and Reconciliation

**SCHEDULE A – LANDS**

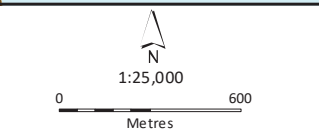
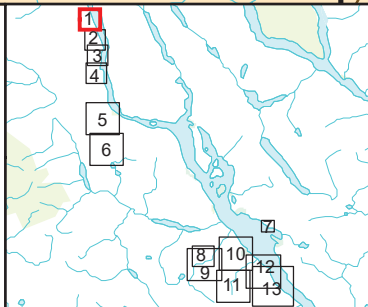
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area

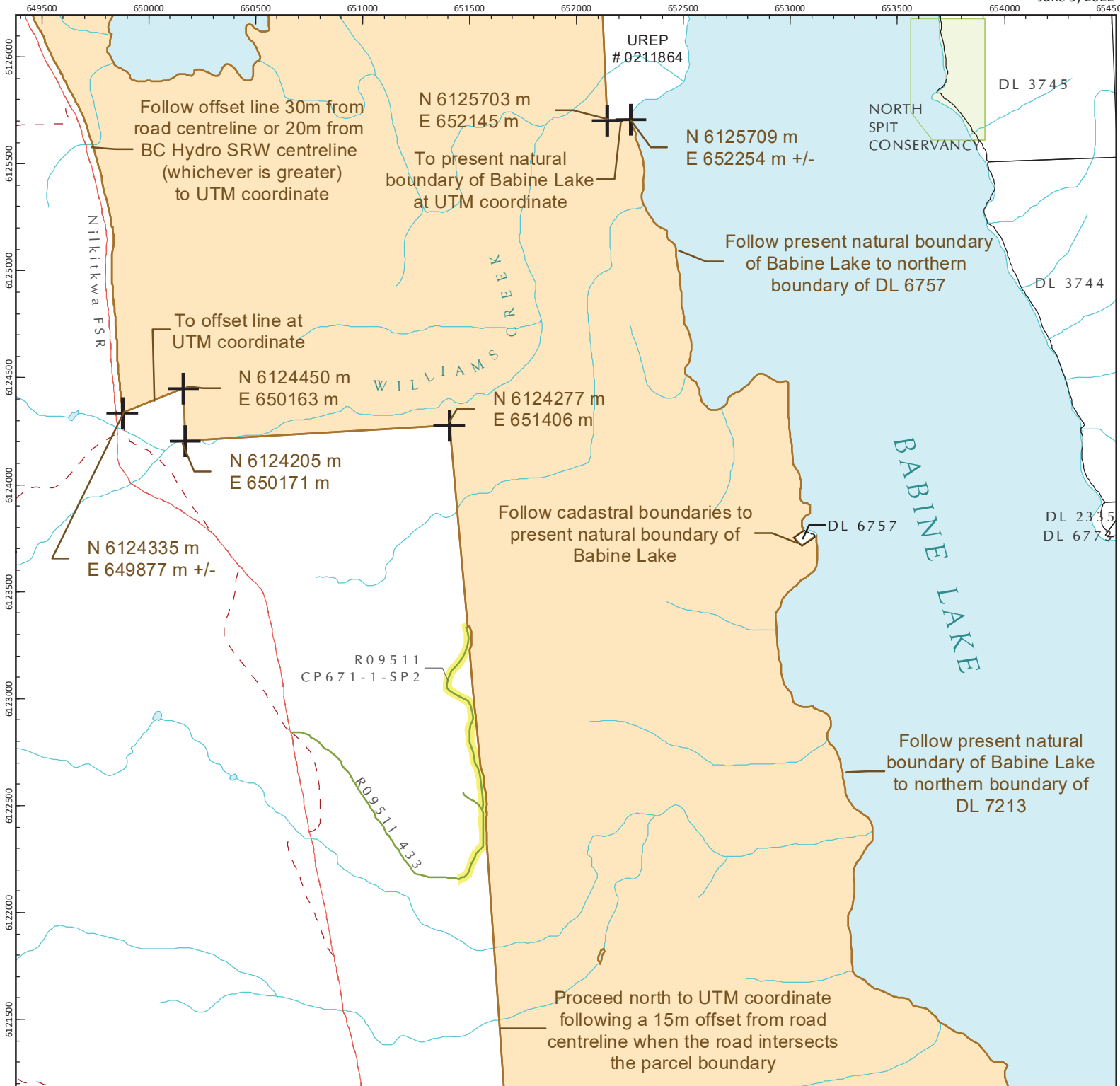


Point of Commencement  
Present natural boundary of Babine Lake at UTM coordinate N 6129552 m, E 650829 m +/-, thence clockwise

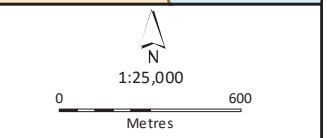
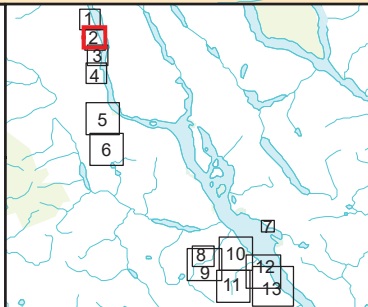
THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
Base map derived from 1:20,000 BC provincial base data  
Land Title District: Cassiar District  
BCGS Mapsheet No.: 93M.027  
Projection: NAD 1983 UTM Zone 9N

Schedule A - Lands



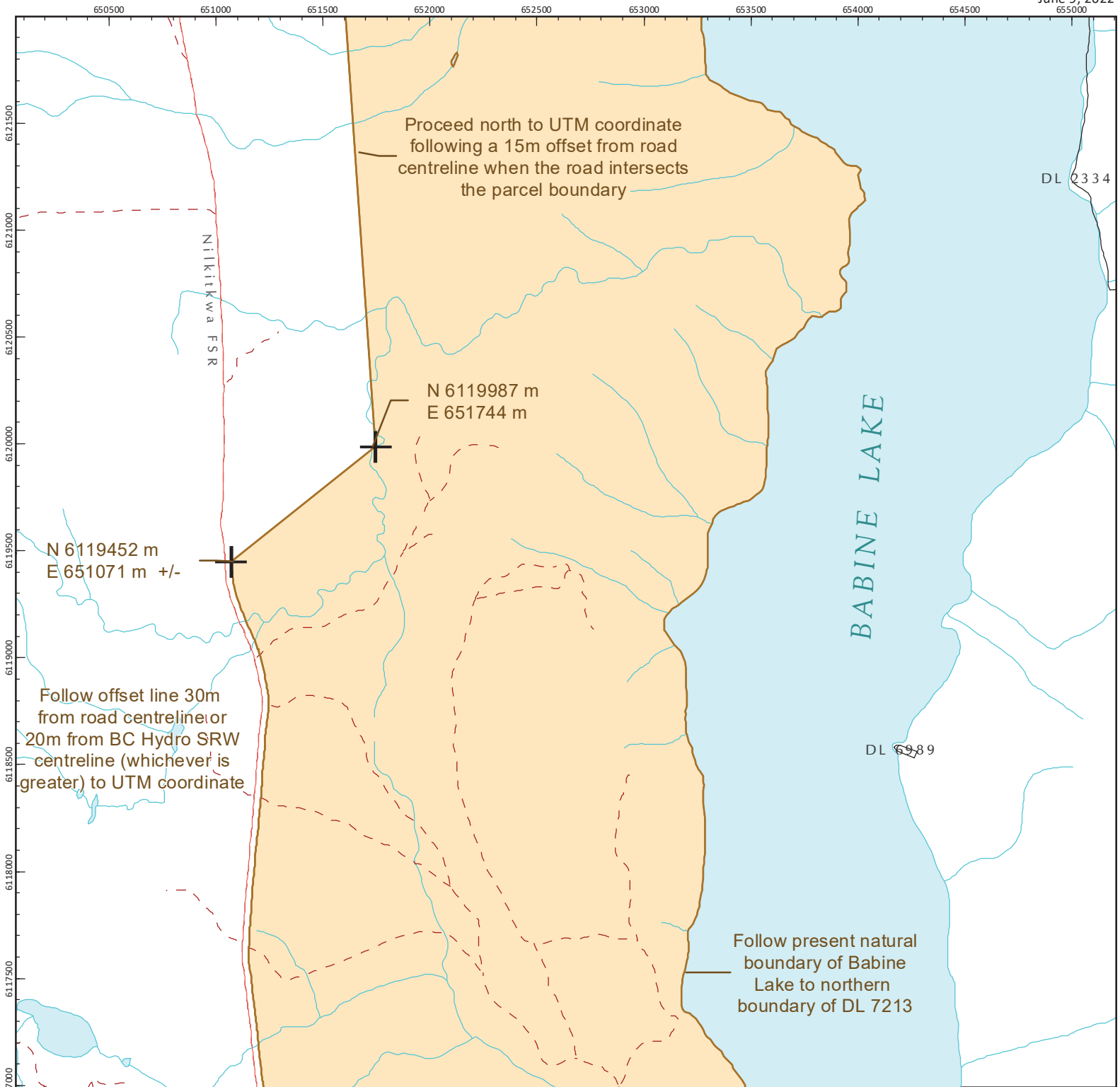
- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



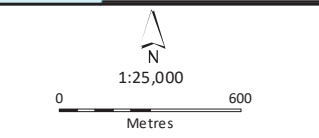
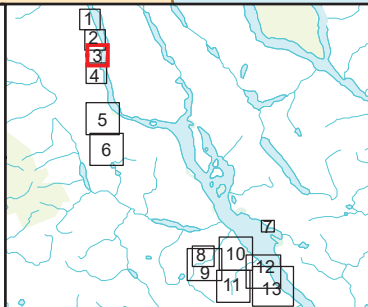
Point of Commencement  
 Present natural boundary of Babine Lake at UTM coordinate N 6129552 m, E 650829 m +/-, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
 Base map derived from 1:20,000 BC provincial base data  
 Land Title District: Cassiar District  
 BCGS Mapsheet No.: 93M.027  
 Projection: NAD 1983 UTM Zone 9N



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
 Present natural boundary of Babine Lake at UTM coordinate N 6129552 m, E 650829 m +/-, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

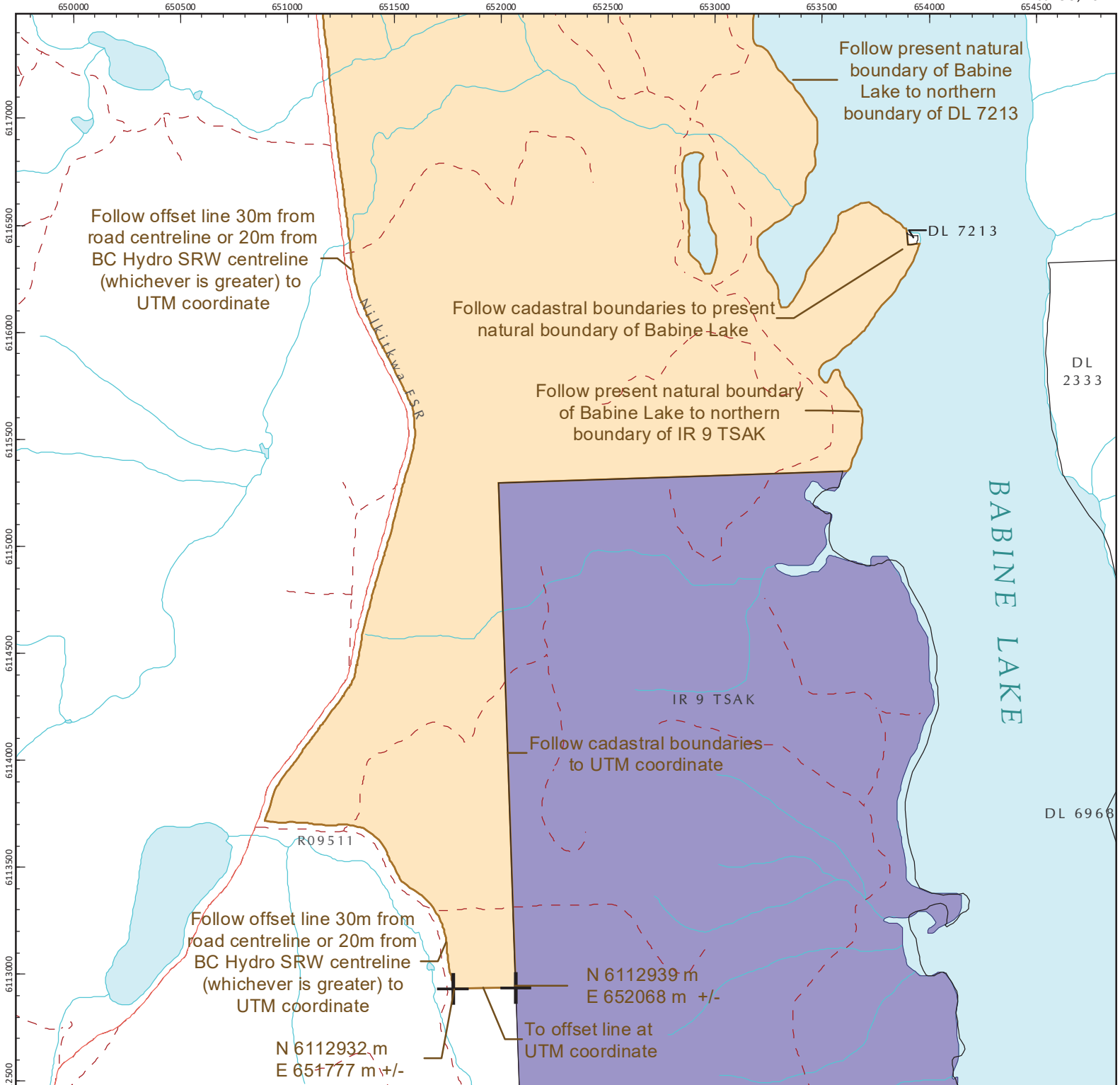
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 Base map derived from 1:20,000 BC provincial base data  
 Land Title District: Cassiar District  
 BCGS Mapsheet No.: 93M.017, 93M.018  
 Projection: NAD 1983 UTM Zone 9N




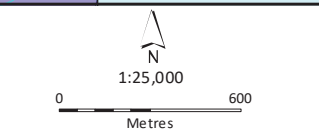
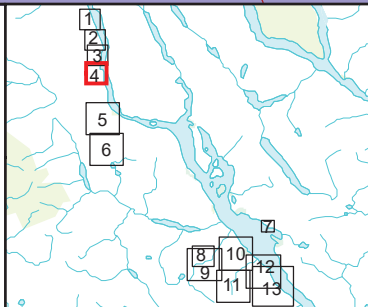
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



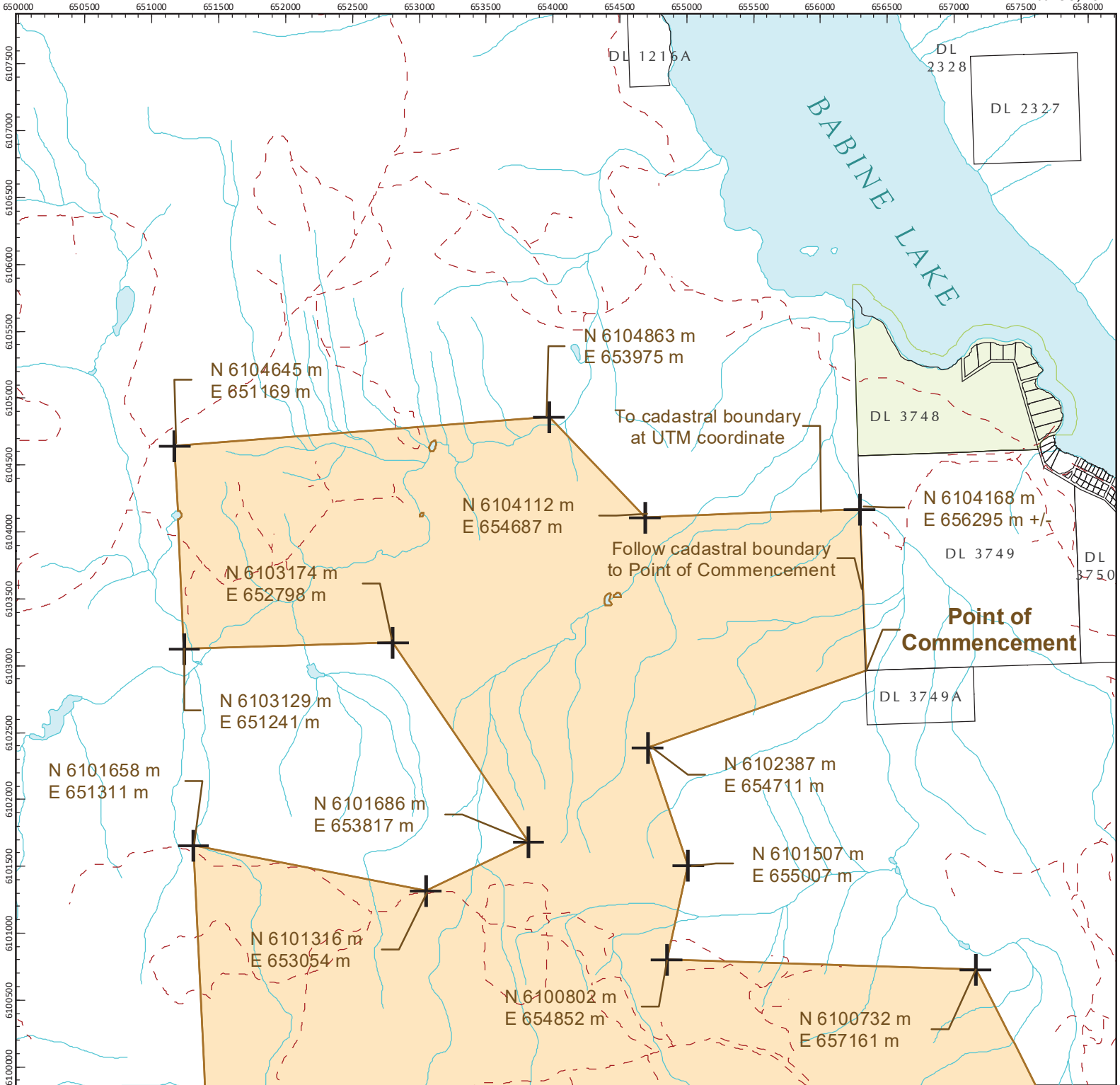
- |  |                 |   |                        |
|--|-----------------|---|------------------------|
|  | Agreement Lands |  | Survey parcel          |
|  | Exclusion       |  | Park or protected area |
|  | Reserve         |   |                        |



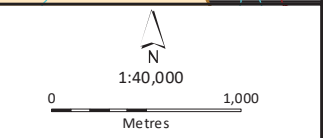
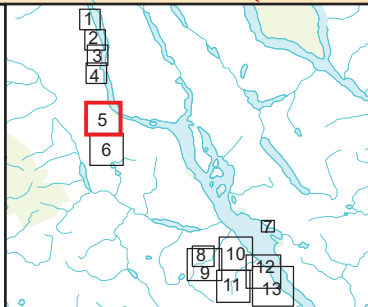
Point of Commencement  
Present natural boundary of Babine Lake at UTM coordinate N 6129552 m, E 650829 m +/-, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
Base map derived from 1:20,000 BC provincial base data  
Land Title District: Cassiar District  
BCGS Mapsheet No.: 93M.017  
Projection: NAD 1983 UTM Zone 9N



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
Southwest corner of DL 3749, Cassiar District, thence clockwise

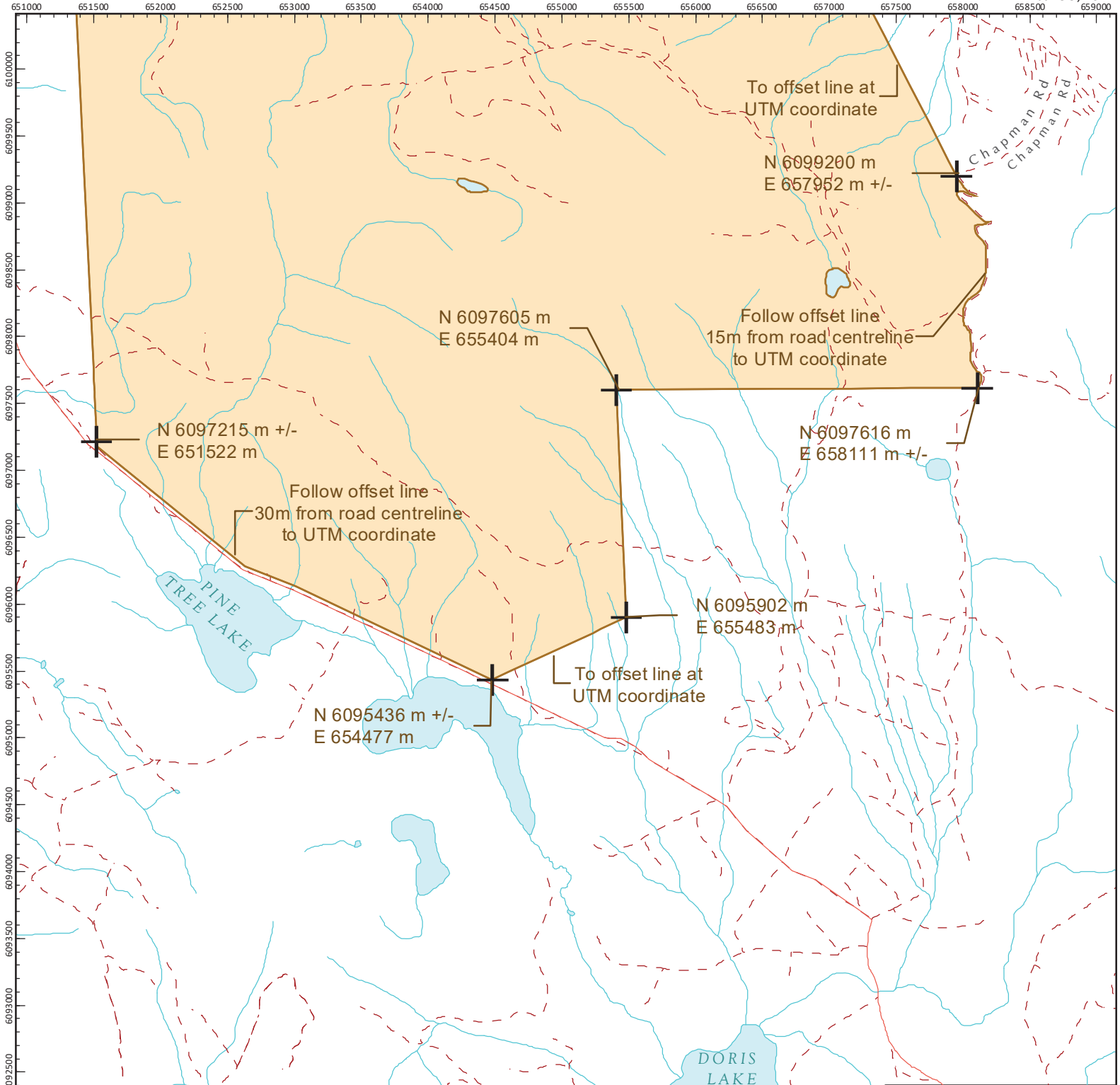
THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastral derived from Crown Land Registry Services and Land Title Office  
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Projection: NAD 1983 UTM Zone 9N

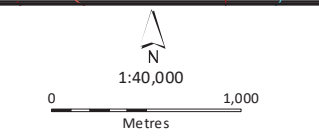
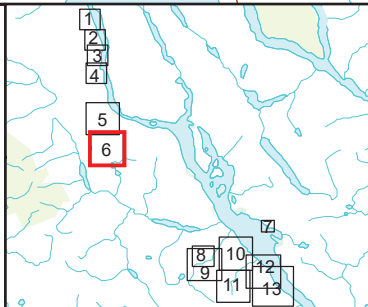
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area

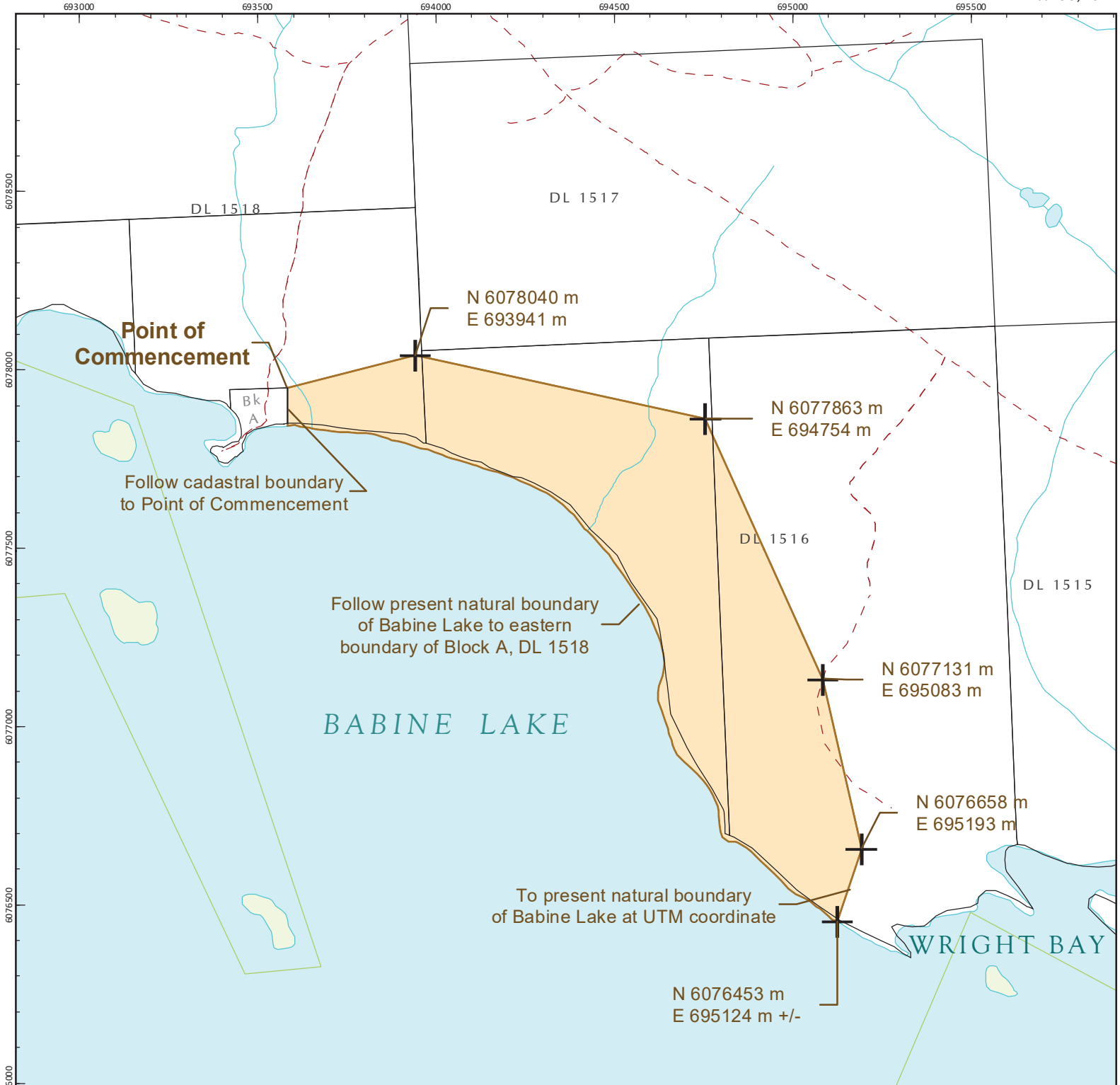


Point of Commencement  
Southwest corner of DL 3749, Cassiar District, thence clockwise

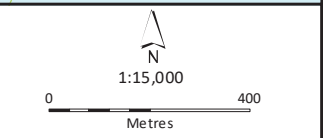
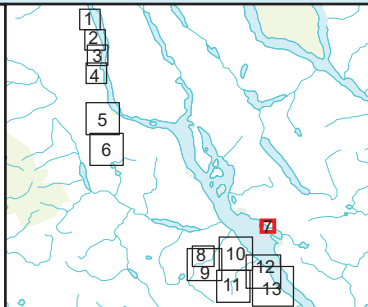
THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

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Base map derived from 1:20,000 BC provincial base data  
Land Title District: Range 5 Coast District  
BCGS Mapsheet No.: 93L097, 93L098  
Projection: NAD 1983 UTM Zone 9N

Schedule A - Lands  
Map 6 of 13  
Area F



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
Northeast corner of Block A, DL 1518,  
Range 5 Coast District, thence  
clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

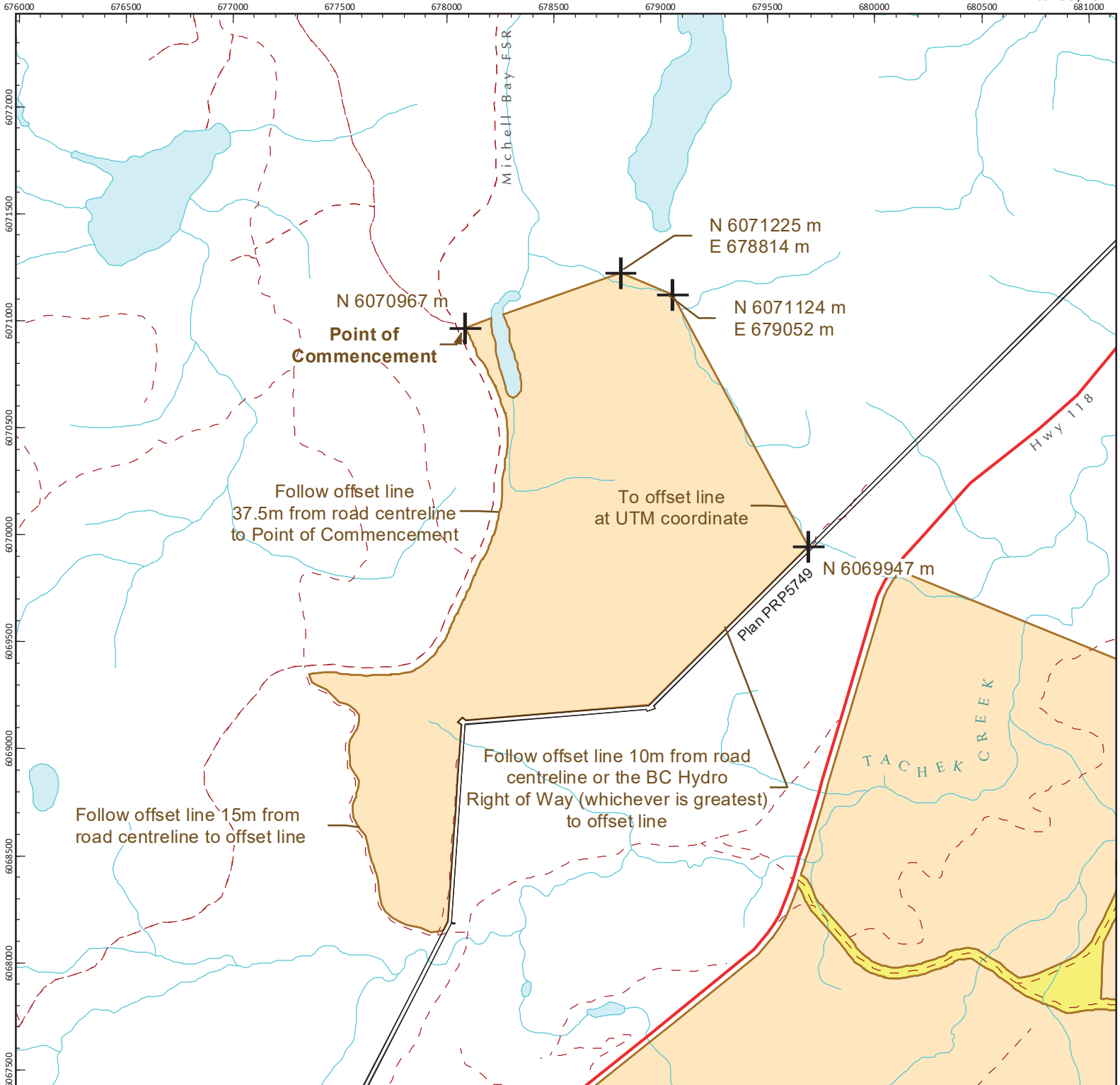
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Projection: NAD 1983 UTM Zone 9N

Schedule A - Lands  
Map 7 of 13  
Wright Bay

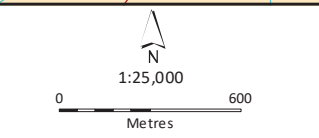
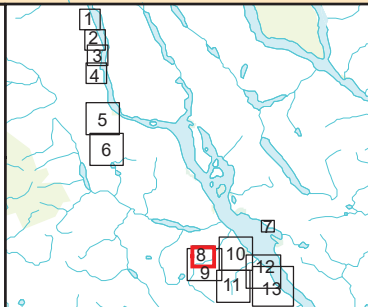
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



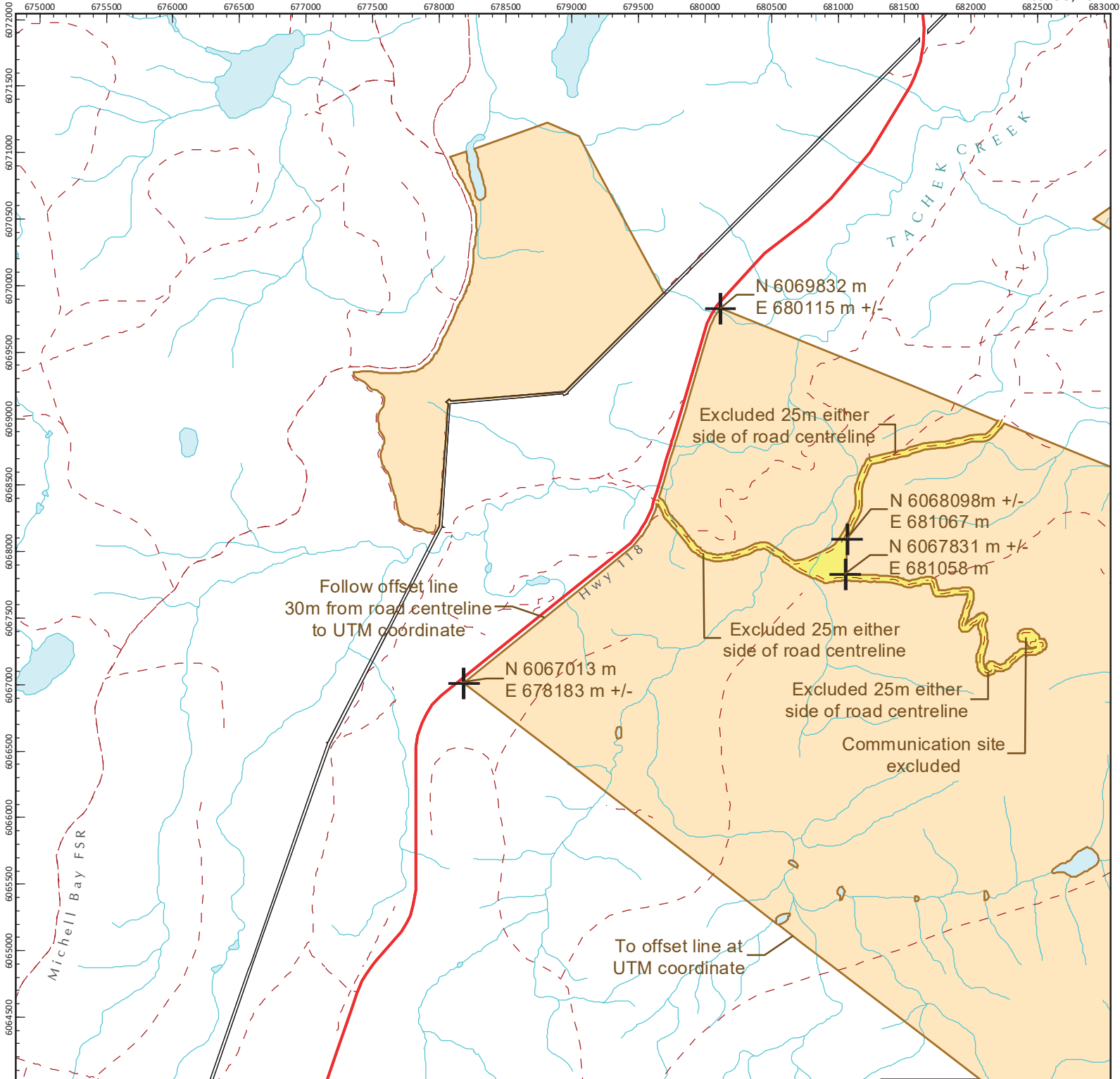
**Point of Commencement**  
 Offset line 37.5m from centreline of Michell Bay FSR at UTM coordinate N 6070967 m, E 678086 m +/-, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

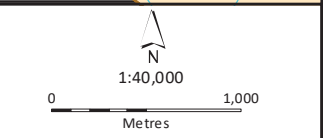
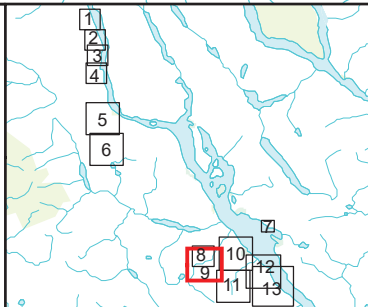
Cadastre derived from Crown Land Registry Services and Land Title Office  
 Base map derived from 1:20,000 BC provincial base data  
 Land Title District: Range 5 Coast District  
 BCGS Mapsheet No.: 93.L079  
 Projection: NAD 1983 UTM Zone 9N

Schedule A - Lands

June 9, 2022



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
 Present natural boundary of Babine Lake at UTM coordinate N 6073400 m +/-, E 687364, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

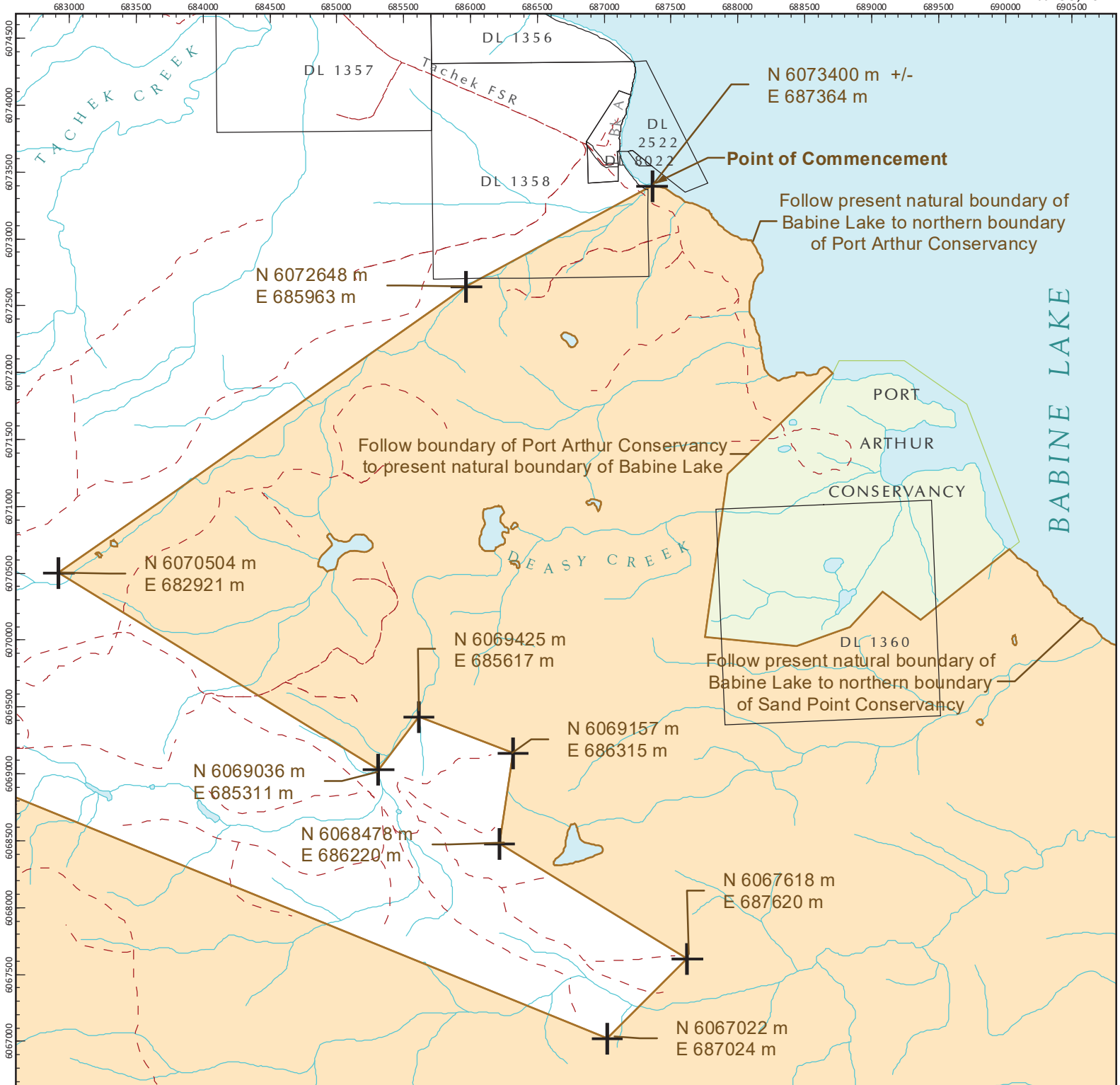
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 Projection: NAD 1983 UTM Zone 9N



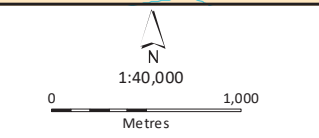
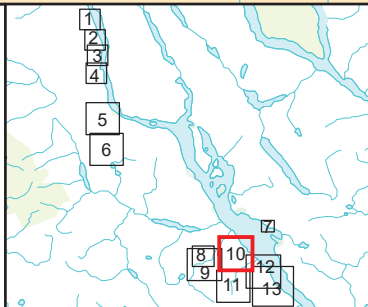
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



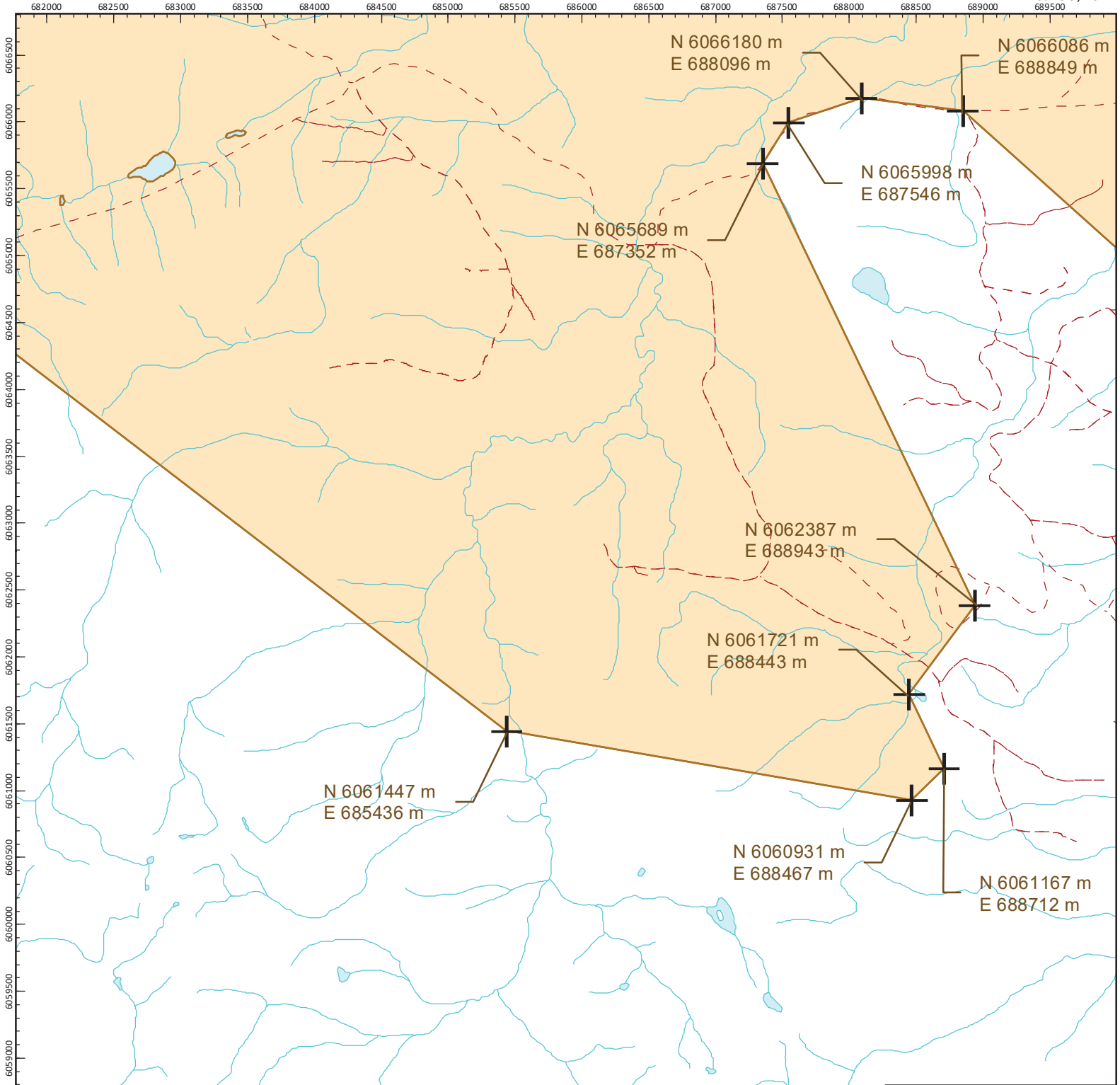
- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



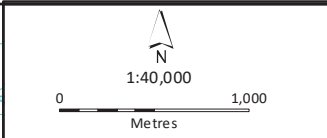
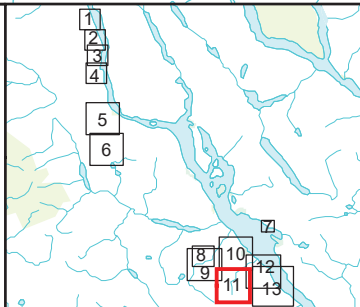
Point of Commencement  
Present natural boundary of Babine Lake at UTM coordinate N 6073400 m +/-, E 687364, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
Base map derived from 1:20,000 BC provincial base data  
Land Title District: Range 5 Coast District  
BCGS Mapsheet No.: 93L080  
Projection: NAD 1983 UTM Zone 9N



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
 Present natural boundary of Babine Lake at UTM coordinate N 6073400 m +/-, E 687364, thence clockwise

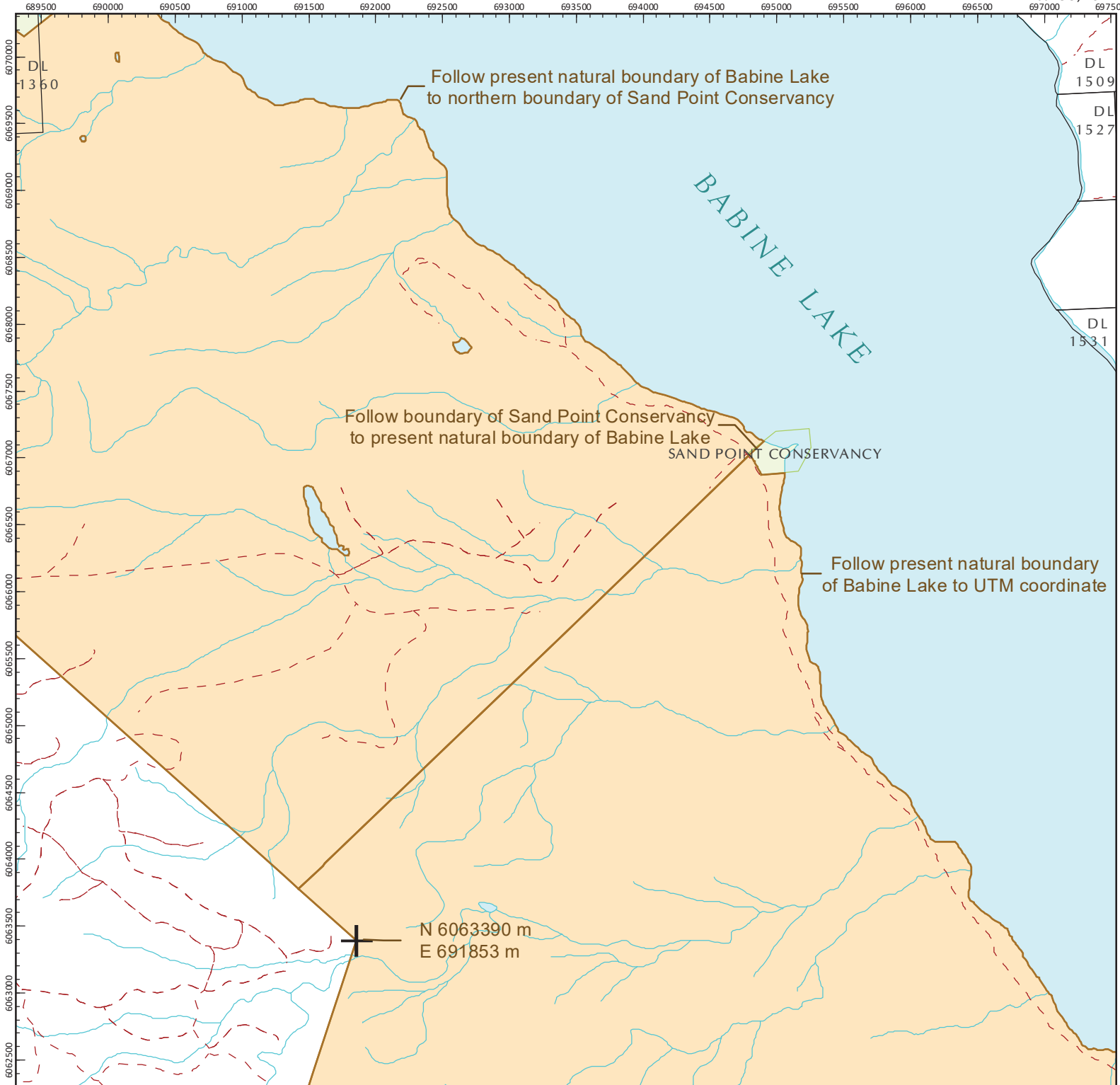
THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
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 Land Title District: Range 5 Coast District  
 BCGS Mapsheet No.: 93L070  
 Projection: NAD 1983 UTM Zone 9N

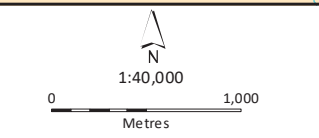
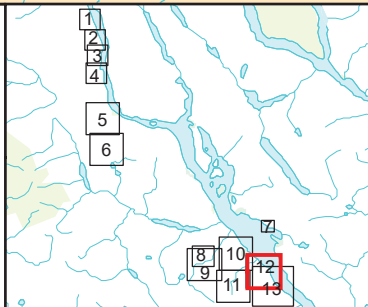


Schedule A - Lands

June 9, 2022



- Agreement Lands
- Exclusion
- Reserve
- Survey parcel
- Park or protected area



Point of Commencement  
Present natural boundary of Babine Lake at UTM coordinate N 6073400 m +/-, E 687364, thence clockwise

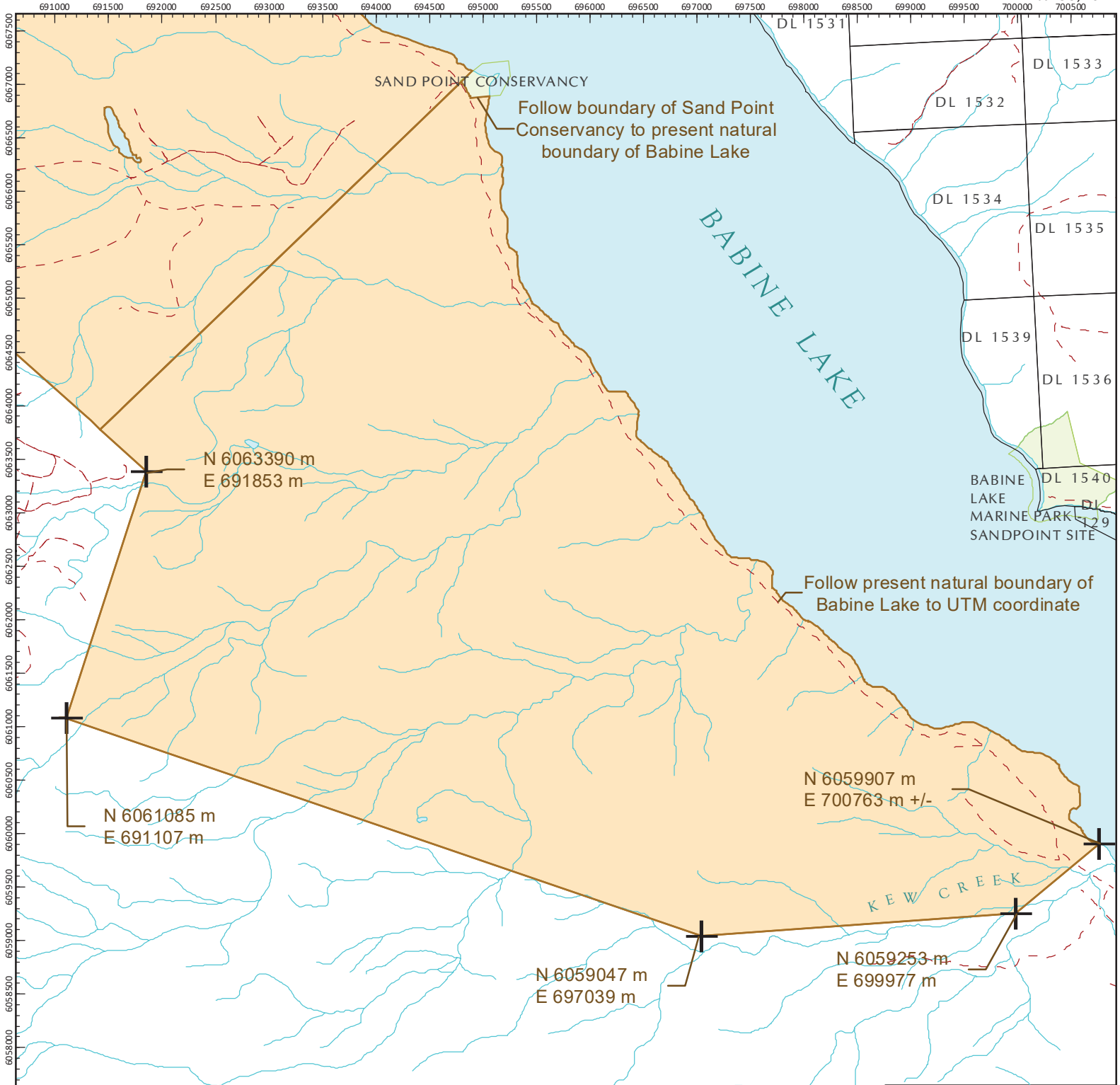
THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

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Land Title District: Range 5 Coast District  
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Projection: NAD 1983 UTM Zone 9N

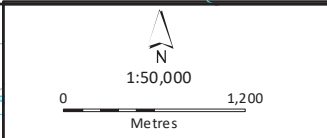
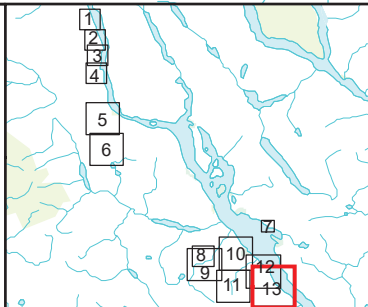
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule A - Lands

June 9, 2022



- |  |  |
|--|--|
|  Agreement Lands |  Survey parcel          |
|  Exclusion       |  Park or protected area |
|  Reserve         |  |



Point of Commencement  
Present natural boundary of Babine Lake at UTM coordinate N 6073400 m +/-, E 687364, thence clockwise

THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastre derived from Crown Land Registry Services and Land Title Office  
Base map derived from 1:20,000 BC provincial base data  
Land Title District: Range 5 Coast District  
BCGS Mapsheet No.: 93K.061  
Projection: NAD 1983 UTM Zone 9N

**SCHEDULE B – RESERVATIONS AND EXCEPTIONS**

1. The following are the Reservations and Exceptions under this Agreement:
  - (a) all subsisting exceptions and reservations of interests, rights, privileges, and titles contained in any previous Crown grant of the land;
  - (b) all exceptions and reservations contained in subsection 50(1) of the *Land Act*;
  - (c) any conditional or final water license or substituted water license issued or given under the *Water Sustainability Act*, 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;
  - (d) all subsisting grants to, or subsisting rights of, any person made or acquired under the *Mineral Tenure Act*, *Coal Act*, *Petroleum and Natural Gas Act*, or any prior or subsequent enactment of the Province of British Columbia of like effect; and
  - (e) all other liens, charges, and encumbrances granted by the Province with the prior written consent of LBN prior to the Closing Date.
2. Nothing in this Agreement waives any outstanding legal obligation that the Province may have to consult Lake Babine Nation with respect to potential adverse impacts of the exercise of rights under paragraph 50(1)(a) of the *Land Act* to Lake Babine Nation's Section 35(1) Rights.

**SCHEDULE C – DESIGNATED ENTITY AGREEMENT**

This Agreement is dated for reference \_\_\_\_\_, 20\_\_.

**BETWEEN:**

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Indigenous Relations and Reconciliation

(the “**Province**”)

**AND:**

\_\_\_\_\_, a company incorporated under the laws of British Columbia and having its principle place of business at [address] *[NTD: For a society, replace with: “a society under the Societies Act, SBC. 2015, c 18 and having its principle place of business at [address].”]*

(the “**Designated Entity**”)

(collectively referred to as the “**Parties**” and individually referred to as a “**Party**”)

**WHEREAS:**

- A. The Province and Lake Babine Nation have entered into a land transfer agreement dated \_\_\_\_\_ (the “**Land Transfer Agreement**”) pursuant to which the Province will transfer to the Designated Entity fee simple title to the lands legally described as:

[Insert Legal Description of lands]

(the “**Lands**”)

- B. Lake Babine Nation and the Designated Entity have agreed that, as a condition of the transfer of the Lands, the Designated Entity will execute and deliver this Agreement on the terms set out below.

**NOW THEREFORE** the Province and the Designated Entity agree as follows:

1. **Defined Terms.** The Parties to this Agreement are the Designated Entity and the Province. All other capitalized terms used in this Agreement and defined in the Land Transfer Agreement will have the meaning given to those terms in the Land Transfer Agreement.

2. **Representations and Warranties.** The Designated Entity represents and warrants that it is a “Designated Entity” within the meaning of the Land Transfer 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. **Land Transfer Agreement Binding.** The terms of the Land Transfer Agreement relating to the Lands which are for the benefit of the Province are legally binding on the Designated Entity as if the Designated Entity was a party to the Land Transfer Agreement.
  4. **Environmental Condition.** Without limiting the generality of the foregoing, the Designated Entity waives the requirement, if any, of the Province to provide a "site disclosure statement", as defined in the *Environmental Management Act*, in connection with its acquisition of the Lands.
  5. **Enforcement of Land Transfer Agreement.** The Province may, in its sole discretion, enforce any term or condition of the Land Transfer Agreement that relates to the Lands, including any obligation, covenant, or indemnity of Lake Babine Nation, against the Designated Entity or Lake Babine Nation, or both of them.
  6. **Legal Advice.** The Designated Entity acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the Land Transfer 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 schedule to this Agreement forms part of this Agreement.
  8. **Further Acts and Assurances.** The Parties will, at 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.** The waiver of a term, condition, covenant, or other provision of this Agreement by a Party must be in writing. The waiver of:
    - (a) the application of a term, condition, covenant, or other provision of this Agreement in a particular instance is not to be construed or constitute:
-

- (i) a waiver of the same term, condition, covenant, or other provision in any other instance, or
  - (ii) a waiver of another term, condition, covenant, or other provision; and
- (b) a breach of a term, condition, covenant, or other provision of this Agreement is not to be construed as or constitute:
- (i) a waiver of another breach of the same term, condition, covenant, or other provision, or
  - (ii) a waiver of a breach of another term, condition, covenant, or other provision; and

the consent or approval by a Party of an act by the other is not a waiver or, and does not render unnecessary, the consent or approval for a subsequent, same, or similar act.

10. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Entity, its successors, and the Province.
11. **No Admissions.** Nothing in this Agreement will be construed as an:
- a) admission by the Province of the validity of any claim by Lake Babine Nation 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 the Province that it has an obligation to provide financial or economic accommodation to Lake Babine Nation.
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.
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 (provided that the recipient acknowledges receipt) or facsimile transmission.

Signed by the Designated Entity as of \_\_\_\_\_, 20\_\_ by:

[Name of Designated Entity]

\_\_\_\_\_  
Per: Authorized Signatory

SIGNED on behalf of HIS MAJESTY THE KING 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 D – 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"]*

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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 E – SECTION 219 RESTRICTIVE COVENANT**

## TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. The Grantor is the registered owner of:

\_\_\_\_\_

(the “Land”);

- B. Under section 219 of the *Land Title Act*, there may be registered against title to any land, conditions or covenants in favour of the Grantee that the land, or any specified portion thereof, is not to be used other than in accordance with the terms of a covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor covenants and agrees that the Grantor will not, in the absence of consent by the Grantee, transfer, alienate or deal with the Land in any manner which would see it incorporated into or become part of:
  - a. Reserves or special reserves, as defined in the *Indian Act*, RSC 1985. c l-5; or
  - b. “Lands reserved for the Indians” under section 91(24) of the *Constitution Act, 1867*.
2. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties so require.
3. This Agreement enures to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors, and assigns.
4. The Grantor will indemnify and save harmless the Grantee from all actions, causes of action, claims demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation, or non-performance by the Grantor of the covenants set out in section 1.

5. The waiver of a term, condition, covenant, or other provision of this Agreement by a Party must be in writing. The waiver of:
  - (a) the application of a term, condition, covenant, or other provision of this Agreement in a particular instance is not to be construed or constitute:
    - (iii) a waiver of the same term, condition, covenant, or other provision in any other instance, or
    - (iv) a waiver of another term, condition, covenant, or other provision; and
  - (b) a breach of a term, condition, covenant, or other provision of this Agreement is not to be construed as or constitute:
    - (iii) a waiver of another breach of the same term, condition, covenant, or other provision, or
    - (iv) a waiver of a breach of another term, condition, covenant, or other provision; and

the consent or approval by a Party of an act by the other is not a waiver or, and does not render unnecessary, the consent or approval for a subsequent, same, or similar act.

6. This Agreement will be interpreted according to the laws of the Province of British Columbia.
7. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
8. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or section, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
9. This Agreement will be registered as a charge against the Land pursuant to section 219 of the *Land Title Act*.

IN WITNESS WHEREOF the Grantor has executed this Agreement on Form C attached.

**END OF DOCUMENT**

**SCHEDULE F – CONSENT IN RELATION TO PROPERTY TAX MATTERS**

TO WHOM IT MAY CONCERN:

1. Paragraph 7.1(c) of the Land Transfer Agreement between the Province of British Columbia and Lake Babine Nation, executed [date] (the "Agreement"), provides that the Province 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 "PTT").
2. In the event that:
  - a. an exemption from PTT is not enacted prior to the date on which payment of that tax is due, or
  - b. the Province pays the PTT,then [name of Designated Entity] hereby
  - a. authorizes the Ministry of Finance and the Ministry of Indigenous Relations and Reconciliation to deal directly with one another in regard to all matters relating to the PTT, and
  - b. agrees that if there is any refund payable in respect of the PTT paid by the Province, then the amount of that refund may be retained by the Province.

**Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Signature of the duly authorized signatory for Lake Babine Nation

\_\_\_\_\_  
Name and Title (please print)

**Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Signature of the duly authorized signatory for the [name of Designated Entity]

\_\_\_\_\_  
Name and Title (please print)



**SCHEDULE G – BC HYDRO TRANSMISSION LINE ANCILLARY RIGHTS RIGHT OF WAY**

## Terms of Instrument - Part 2

### BC HYDRO TRANSMISSION LINE ANCILLARY RIGHTS STATUTORY RIGHT OF WAY

#### BACKGROUND:

- A. BC Hydro wishes to obtain from the Owner, and the Owner has agreed to grant to BC Hydro, a statutory right of way for the purposes of access and other ancillary rights on, over, through and across the Land.
- B. The statutory right of way is necessary for the operation and maintenance of the undertakings of BC Hydro.

#### AGREEMENTS:

In consideration of the promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

#### DEFINITIONS

1.1 In this Agreement:

“**BC Hydro**” means the Transferee(s) as described in Form C - Part 1 (Item 6) attached, and all Persons authorized by BC Hydro;

“**Environment**” means all the components of the earth including, without limitation, all layers of the atmosphere, air, land (including, without limitation, all underground spaces and cavities and all lands submerged under water), soil, water (including, without limitation, surface and underground water), organic and inorganic matter and living organisms, the interacting natural systems that include the foregoing and all other external conditions or influences under which humans, animals and plants live or develop;

“**Land**” means the real property described in “Parcel Identifier(s) and Legal Description(s) of Land”, in Form C - Part 1 (Item 2) attached;

“**Owner**” means the Transferor(s), as described in Form C - Part 1 (Item 5) attached; and

“**Person**” means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department or ministry thereof; and

“**Road**” means any new or existing road, trail or bridge, including any related surface,

ditching, drainage and road bed.

**GRANT OF RIGHT OF WAY**

- 2.1 The Owner grants to BC Hydro, for so long as required, the statutory right of way to:
- (a) enter, pass and repass, with or without vehicles, machinery, material or equipment, of any kind or description, upon and along any Road;
  - (b) use a Road for the purpose of gaining access to its works, whether or not located on the Land and to exercise its rights under this Agreement;
  - (c) maintain, upgrade and repair a Road, including installing ditches and culverts to protect a Road;
  - (d) install, maintain and use gates in all fences on the Land that are necessary for access under this Agreement, provided that both the Owner and BC Hydro have keys for any lock, or locks are installed in a series to allow for access by both BC Hydro and the Owner;
  - (e) with the prior approval of the Owner, not to be unreasonably withheld, construct a Road on the Land if existing roads do not provide reasonably suitable access to the works;
  - (f) cut or trim trees or vegetation on the Land which, in BC Hydro's opinion, might:
    - (i) interfere with its works (whether located on or off the Land);
    - (ii) interfere with BC Hydro's rights under this Agreement; or
    - (iii) create or increase any danger or hazards to persons or the works;
  - (g) conduct investigative studies and related work on the Land to ensure compliance with applicable government or regulatory requirements in relation to the purposes permitted in this Agreement, including without limitation requirements under the British Columbia *Heritage Conservation Act*; and
  - (h) do all things necessary or incidental to the undertakings of BC Hydro in connection with the above.
- 2.2 BC Hydro covenants with the Owner that, notwithstanding any other provision of this Agreement, BC Hydro will restrict the exercise of its rights under subsections 2.1(a), 2.1(b), 2.1(c) and 2.1(d) of this Agreement, to the portion of the Land shown approximately in heavy black outline on Drawing No. \_\_\_\_\_, a copy of which is attached as Schedule A hereto, unless prior written permission has been provided by the Grantor, which permission will not be unreasonably withheld or delayed.

- 2.3 The Owner may close a Road or a portion of a Road (including a Road constructed by BC Hydro) if:
- (a) BC Hydro has, in its sole discretion, reasonable alternate access to its works; or
  - (b) the Owner has completed construction of another Road, at its sole cost and expense, that will provide reasonable alternate access, in the sole discretion of BC Hydro, for the purposes of this Agreement.
- 2.4 The Owner will not close a Road without first giving BC Hydro at least \_\_\_\_ days written notice of its intention to close the Road, together with a sketch identifying the proposed location of any new Road that it is proposing to construct, including information on its proposed design and construction. BC Hydro is not responsible for, and has no obligations with respect to the design, planning or construction of any replacement Road. If the Owner believes that reasonable alternate access exists, and BC Hydro does not agree, the parties will meet to discuss the matter, without releasing the Owner from its obligation not to close a Road unless reasonable alternate access exists, in the sole discretion of BC Hydro, for the purposes of this Agreement.
- 2.5 If a road is constructed in accordance with subsection 2.1(e) or section 2.3, the parties will execute a modification of this Agreement, or a replacement agreement on substantially the same terms as this Agreement, with an updated Schedule A drawing, and will register such modification or replacement agreement in the Land Title Office. If a replacement agreement is registered pursuant to this section, Hydro agrees to release this Agreement, and to execute such other documents as are reasonably required to give effect to such a release.

### **OWNER'S COVENANTS**

- 3.1 The Owner covenants with BC Hydro that it will not, without the prior written consent of BC Hydro, permit to be done any act or thing which, in the reasonable opinion of BC Hydro, will interfere with or affect the rights granted herein to BC Hydro or cause or increase any danger or hazard to Persons or property on the Land in relation to BC Hydro's works or rights under this Agreement.

### **BC HYDRO'S COVENANTS**

- 4.1 BC Hydro covenants as follows:
- (a) if, in the exercise of BC Hydro's rights under this Agreement, any damage is caused by BC Hydro to the Land or to any personal property of the Owner located anywhere on the Land, to the extent that damage is not caused in any way by the Owner, its contractors or those Persons that the Owner is responsible for at law, BC Hydro may at its option either:

- (i) restore or repair the Land or personal property, as closely as is practicable to its prior condition; or
- (ii) pay compensation to the Owner;
- (b) to pay all royalties, scaling fees and other charges which may be levied by the Crown against any merchantable timber that BC Hydro cuts on the Land;
- (c) to pay reasonable compensation to the Owner, in accordance with generally accepted principles for timber valuation, for all merchantable timber on the Land that is cut or damaged by BC Hydro in the exercise of any of its rights under this Agreement;
- (d) to undertake activities permitted under this Agreement having regard for the impact on the Environment, and to take prudent measures to minimize any danger or disruption to the Environment;
- (e) to take all reasonable steps and precautions to minimize disturbance of any archaeological material discovered by BC Hydro on the Land, including making reasonable efforts to comply with the “Chance Find Procedures for Archaeological Material” attached as Schedule B and to promptly provide notice in accordance with Schedule B; and
- (f) to keep the portions of the Land used by BC Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by BC Hydro of such Land, provided that BC Hydro has no obligation to keep any portion of the Land suitable for use by anyone except BC Hydro.

### **MUTUAL PROMISES**

5.1 The parties mutually promise and agree as follows:

- (a) this Agreement will run with the Land and will bind all present and subsequent owners of the Land;
- (b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which BC Hydro may have under any other agreement registered against the title to the Land or under any federal, provincial or local legislation;
- (c) if the Owner and BC Hydro cannot agree on the amount of any monetary compensation payable under subsections 4.1(a) or (c), or on any other matter in dispute under this Agreement, then the matter may be settled by arbitration by a single arbitrator under the *Arbitration Act*, but the Owner will not dispute or appeal the amount of any compensation which BC Hydro has already paid and the Owner has already accepted;

- (d) no compensation will be payable for any matter that BC Hydro has repaired to the standard specified under subsection 4.1(a);
- (e) the title to all merchantable timber cut on the Land by BC Hydro in the exercise of its rights under this Agreement will vest in BC Hydro upon payment by BC Hydro; and
- (f) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not constitute a waiver, in whole or in part, of any of the injured party's rights or remedies.

### GENERAL

- 6.1 The expressions “Owner” and “BC Hydro” include their respective heirs, executors, administrators, successors and assigns;
- 6.2 If the Owner is more than one person, every covenant and agreement by the Owner will be joint and several;
- 6.3 Words in one gender include all genders and words in the singular include the plural;
- 6.4 If any provision of this Agreement is found to be partially or wholly illegal or unenforceable, then that provision or portion thereof will be considered to be separate and severable from this Agreement and the remaining provisions will be unaffected and will remain enforceable to the fullest extent permitted by law as though the illegal or unenforceable provision or portion thereof had never been included in this Agreement.
- 6.5 In accordance with section 233 of the *Land Title Act*, these Terms of Instrument - Part 2 and the General Instrument-Part 1 to which they are attached form a single instrument.
- 6.6 This Agreement will not entitle BC Hydro to exclusive possession of the Land and the Grantor reserves the right to grant other dispositions of any part of the Land affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of BC Hydro’s rights under this Agreement.

**SCHEDULE A**  
**Drawing as per Section 2.2**

**SCHEDULE B**  
**Chance Find Procedures for Archaeological Material**



**SCHEDULE H – TERMS AND CONDITIONS FOR TRAPLINES**

Lake Babine Nation Approach  
for BC Traplines that overlap with Foundation Agreement Initial Land Transfers

1. **Lake Babine Nation (“LBN”) is allowing registered BC Trapline holders (“Trapline Holders”) whose Traplines overlap with the Initial Land Transfers (“Lands”) to continue trapping on the Lands to the extent that trapping does not interfere with LBN’s use of the Lands (as noted in section 3 below) and subject to implementation of Lake Babine’s Aboriginal title (as noted in section 5 below).**
2. **Lake Babine won’t charge Trapline Holders fees for trapping on the Lands and agrees that Trapline Holders may continue to give written permission to others trap within their Traplines.**
3. **Trapping is not allowed where it is incompatible with LBN’s activities on the Lands.** LBN’s activities include the activities of any person or company that LBN authorizes to use the Lands: e.g. the activities of the corporation that will own the lands on behalf of LBN, or forestry activities by LBN Forestry.
4. **Trapline Holders who keep their contact information current with LBN Forestry will get advance notice of LBN activities planned for the Lands and that could affect their trapping. *LBN Forestry can be reached at: (250)6924-780 or reception@lbnforestry.ca.*** Upon receiving notice of upcoming activities, Trapline Holders will have an opportunity to share any concerns and discuss ways to avoid or reduce the impacts of LBN’s activities on their trapping. It is up to Trapline Holders to provide their current contact information to LBN Forestry and to respond to notices of upcoming LBN activities in a timely way. LBN cannot be responsible for locating Trapline Holders, nor will activities be put on hold if a Trapline Holder fails to respond to a notice within the time specified in the notice.
5. **These Terms and Conditions are subject to the implementation of Lake Babine’s Aboriginal title on the Lands.** BC Traplines seriously infringe LBN’s Aboriginal title and rights by denying LBN’s jurisdiction to manage natural resources on its lands and derive profit from resource-based activities under its own laws. Over the coming years, as part of the work under s. 6.8 of the Foundation Agreement, LBN will be preparing to implement its Aboriginal title. As part of this work, LBN will develop its approach to managing trapping on its Aboriginal title lands by drawing on its traditional laws and in consultation with the LBN membership, including Hereditary Chiefs from all the Clans, and LBN trappers, and Trapline Holders.

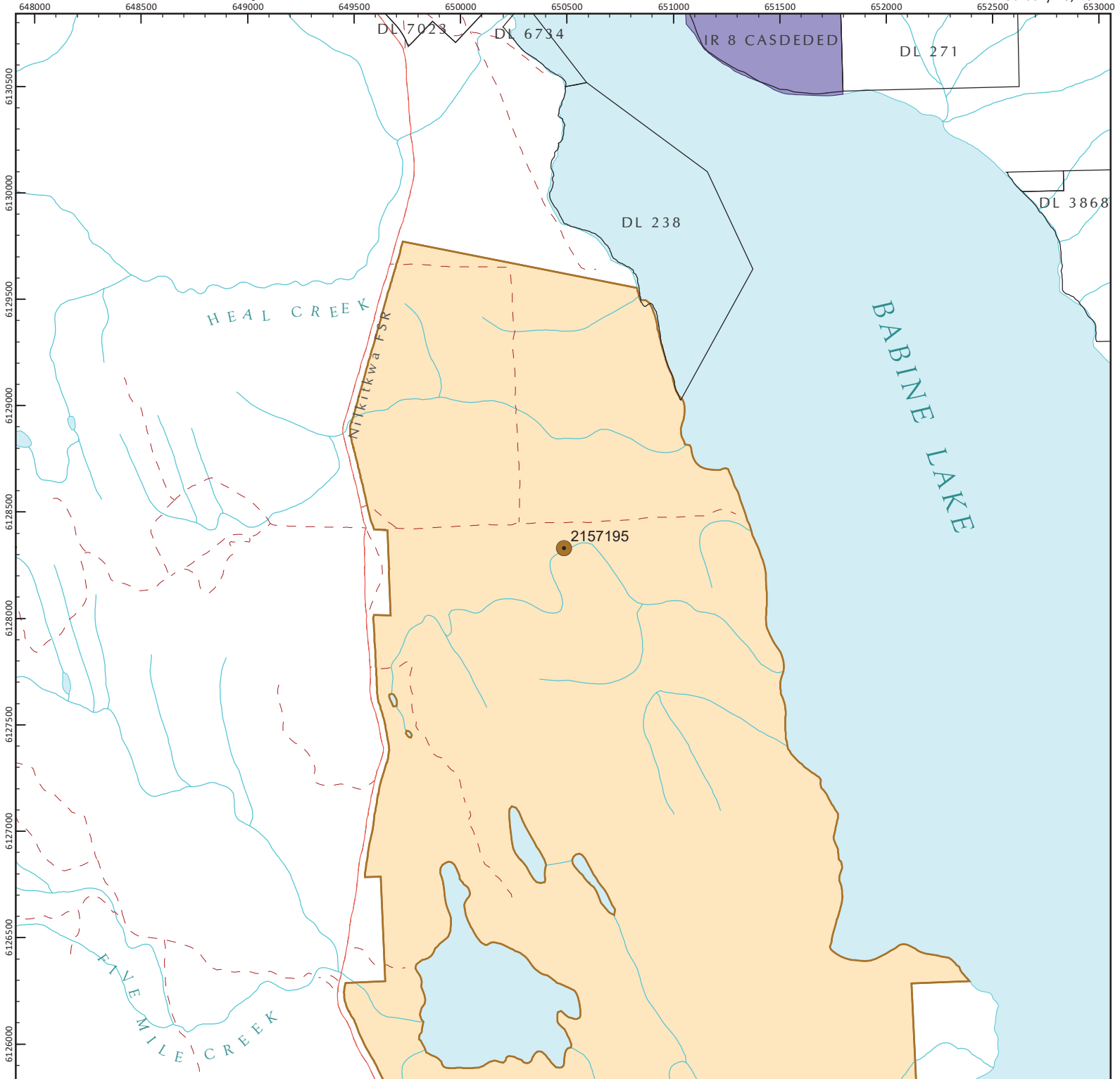
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**SCHEDULE I – FORESTRY RESEARCH PLOTS**

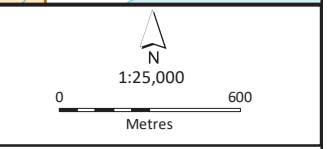
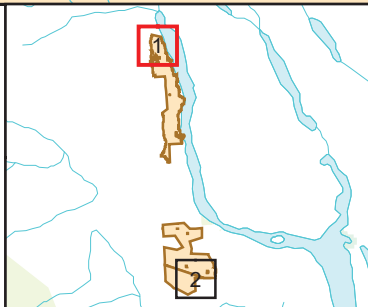
# Lake Babine Nation / British Columbia Land Transfer Agreement

## Schedule I - Forestry Research Plots

February 16, 2022



- Agreement Lands
- Survey parcel
- Permanent sample plot (PSP)
- Reserve
- Change monitoring inventory (CMI) plot



THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF SETTLEMENT LANDS WILL BE DETERMINED BY SURVEY.

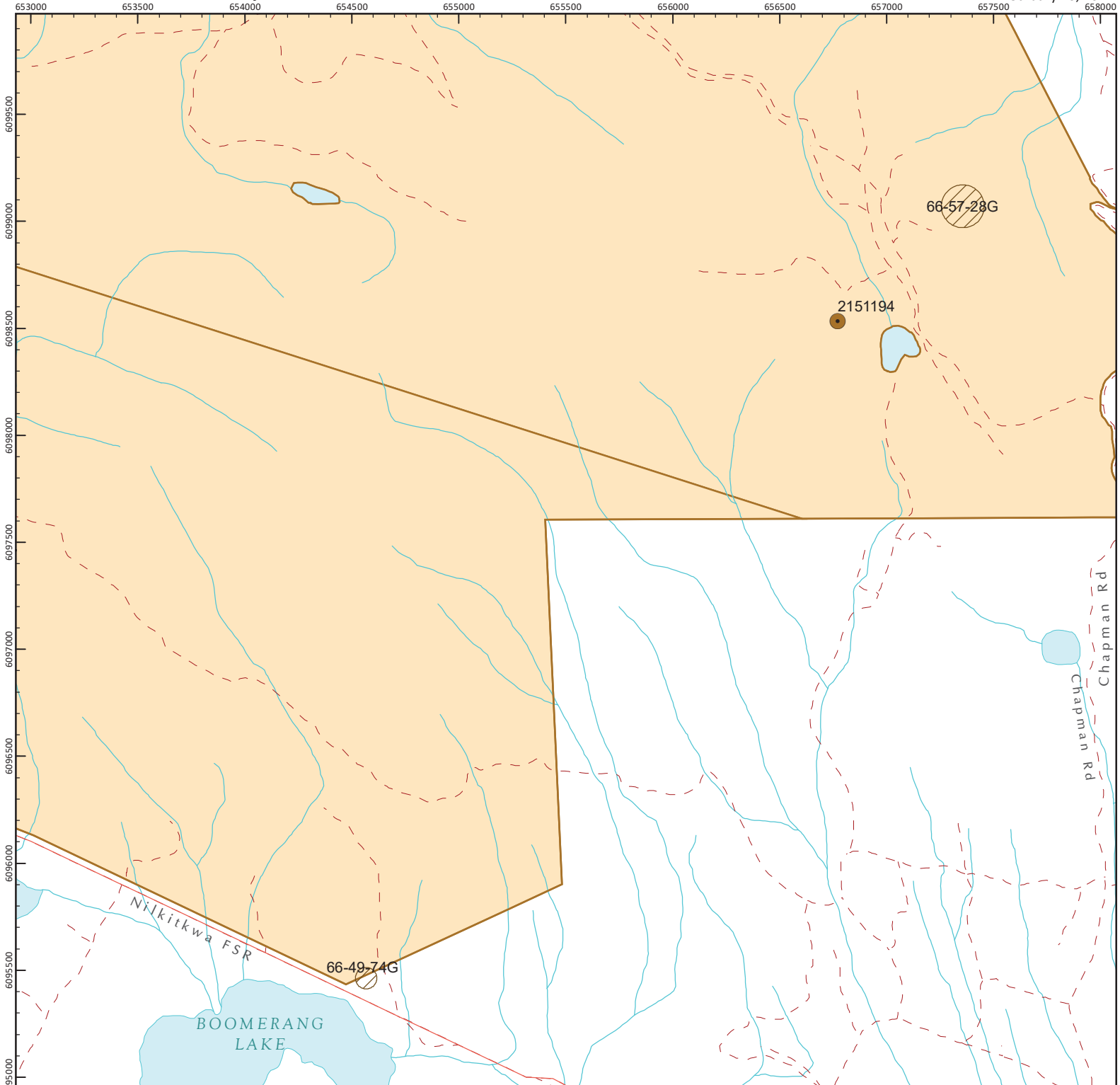
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 Base map derived from 1:20,000 BC provincial base data  
 Land Title District: Cassiar District  
 BCGS Mapsheet No.: 93M.027  
 Projection: NAD 1983 UTM Zone 9N

Schedule I - Forestry Research Plots  
 5.11  
 Map 1 of 2  
 Area A

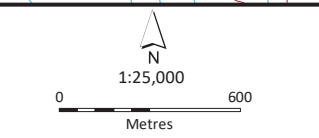
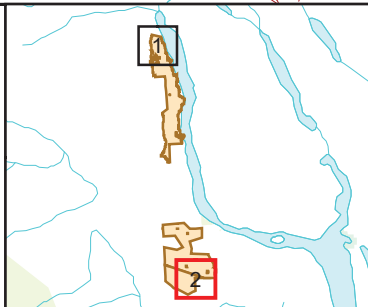
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Cadastrre derived from Crown Land Registry Services and Land Title Office  
 Base map derived from 1:20,000 BC provincial base data  
 Land Title District: Range 5 Coast District  
 BCGS Mapsheet No.: 93L097, 93L098  
 Projection: NAD 1983 UTM Zone 9N

**Schedule I - Forestry Research Plots**  
 5.11  
 Map 2 of 2  
 Area F