

CANIM LAKE BAND UMBRELLA AGREEMENT

This Agreement is dated for reference November 14, 2022.

BETWEEN:

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

(the “Province”)

AND:

Canim Lake Band (also known as Tsq’escen’ First Nation), on behalf of itself and its Members, as represented by the Chief and Council

(the “Tsq’escen’ First Nation/CLB”)

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

WHEREAS:

- A. The Canim Lake Band (also known as Tsq’escen’ First Nation), together with the Stswecem’c/Xgat’tem First Nation, the Xat’sūll First Nation, and the Williams Lake First Nation (known collectively as the Northern Secwepemc te Qelmucw, or NStQ), through its Chief and Council, asserts that it has used, occupied, governed and exercised exclusive ownership of their Traditional Territory from time immemorial;
- B. NStQ, the Province and Canada have entered into Stage 5 of the British Columbia Treaty Commission process, Negotiation to Finalize a Treaty;
- C. The Parties wish to create momentum in the Treaty negotiations in order to conclude a Final Agreement;
- D. British Columbia has committed to implement the United Nations Declaration on the Rights of Indigenous Peoples (UN Declaration) and passed legislation to adopt the UN Declaration by setting out a process to align BC’s laws with the UN Declaration; and
- E. British Columbia will continue to work with Indigenous peoples to ensure their rights and interests are respected in all aspects of the agriculture and ranching sectors.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions.** In this Agreement:

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

“Asset Purchase Agreement” means an asset purchase agreement between the vendors under the Bridge Creek Ranch Offer to Purchase, CLB Development Corp and the Province with respect to the purchase and sale of equipment and woodlot licence no. W0555 in connection with the use and operation of the Bridge Creek Ranch;

“Bridge Creek Ranch Offer to Purchase” means the Offer to Purchase dated for reference September 22, 2022 and between His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Forests and the Minister of Indigenous Relations and Reconciliation, as purchaser and Bridge Creek Estate Ltd., as vendor;

“Bridge Creek Ranch” means the lands described in Part 1 of Schedule A of the Bridge Creek Ranch Offer to Purchase;

“Canim Lake Ranch Offer to Purchase” means the Offer to Purchase dated April 14, 2022, between His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Forests and the Minister of Indigenous Relations and Reconciliation, as purchaser, and Hunter Howe, as vendor;

“Canim Lake Ranch” means the lands described in Part 1 of Schedule A of the Canim Lake Ranch Offer to Purchase;

“Closing Date” means the respective closing date under and defined in each of the Offers to Purchase, which as of the date of this Agreement are September 1, 2022 under the Canim Lake Ranch Offer to Purchase and December 15, 2022 under the Bridge Creek Ranch Offer to Purchase;

“Contaminants” has the meaning set out in section 2.1 of the Offers to Purchase.

“Crown Corridors” means a highway (as defined in the *Transportation Act*) and the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes;

“Designated Company” means CLB Development Corp. with its registered and records office at 300-305 Lansdowne Street, Kamloops, BC V2C 1Y1;

“Effective Date” means the date on which the Final Agreement takes effect;

“Environmental Laws” has the meaning set out in section 2.1 of the Offers to Purchase.

“Final Agreement” means the Final Agreement to be concluded by the Parties and Canada at the conclusion of Stage 5 of the British Columbia Treaty Commission process;

“Lands” means:

- a) the Bridge Creek Ranch and the Canim Lake Ranch; and
- b) includes all appurtenances, rights of way, easements, buildings, improvements or other fixtures benefiting the Lands;

“Lease Agreements” means:

- a) the lease agreement between the Province, Tsq’escen’ First Nation/CLB and the Designated Company, for the lease of the Bridge Creek Ranch effective as of the Closing Date for the Bridge Creek Ranch Offer to Purchase; and
- b) the lease agreement between the Province, Tsq’escen’ First Nation/CLB and the Designated Company, for the lease of the Canim Lake Ranch effective as of the Closing Date for the Canim Lake Ranch Offer to Purchase,

and “Lease Agreement” means either of them if so indicated;

“Member” means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of the Tsq’escen’ First Nation/CLB;

“NStQ” means Tsq’escen’ First Nation/CLB, together with the Stswecem’c/Xgat’tem First Nation, the Xat’sūll First Nation, and the Williams Lake First Nation, also known collectively as the Northern Secwepemc te Qelmucw;

“Offers to Purchase” means the Bridge Creek Ranch Offer to Purchase and the Canim Lake Ranch Offer to Purchase;

“Proceeding” includes any claim, demand, cause of action, action, suit or other proceeding, including any expenses, legal fees, damages, costs or other liability, incurred, directly or indirectly, arising out of or in connection with the foregoing;

“Proposed NStQ Treaty Settlement Lands” means the lands identified in paragraph 3.1.1 of the Lands Chapter of the NStQ Agreement-in-Principle and as identified for

illustrative purposes in Appendix B of the NStQ Agreement-in- Principle.

“Provincial Official” means:

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

“Side Agreement” means the letter agreement between the Parties, dated May 12, 2022, addressed to Chief Helen Henderson from Mark Lofthouse, Chief Negotiator, Ministry of Indigenous Relations and Reconciliation, a copy of which is attached as Schedule 4;

“Traditional Territory” means, for the purposes of this Agreement, the statement of intent area filed by the NStQ and accepted by the British Columbia Treaty Commission;

“Tsq’escen’ First Nation/CLB Stewardship Area” means the Tsq’escen’ First Nation (Canim Lake) area set out on the Statement of Intent for the Northern Shuswap Treaty Society map in Schedule “3” to this Agreement; and

“Woodlot Land” means the land underlying woodlot licence no. W0555.

1.2 Interpretation. For purposes of this Agreement:

- a) “Agreement” means this Umbrella Agreement, and includes the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement;
- b) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- 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) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- e) any reference to a corporate entity includes and is also a reference to any corporate entity that was a predecessor to, or that is a successor to, such entity;

- f) 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;
- g) 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;
- h) each and every acknowledgement, agreement, release or other covenant given, and action to be taken, by the Tsq’escen’ First Nation/CLB under this Agreement means the Tsq’escen’ First Nation/CLB acting by and through its Chief and Council, and will be conclusively deemed to have been given, or taken, by the Tsq’escen’ First Nation/CLB on its own behalf, and for and on behalf of its Members; and
- i) 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 are the Schedules to this Agreement:

- Schedule “1” – Treaty Range Overlaps
- Schedule “2” – Environmental Reports
- Schedule “3” – Tsq’escen’ First Nation/CLB Stewardship Area
- Schedule “4” – Side Agreement

1.4 **Side Agreement.** The Parties acknowledge that they are parties to the Side Agreement and agree that upon execution of this Agreement, the Side Agreement shall terminate and cease to be of legal and binding effect upon the Parties.

ARTICLE 2 – RECONCILIATION AND PURPOSE

2.1 **Reconciliation.** The Tsq’escen’ First Nation/CLB acknowledges and agrees that:

- a) in the spirit of reconciliation and to advance Final Agreement negotiations, the Lands purchased by the Province and leased to the Designated Company on an interim basis and the assets purchased pursuant to the Asset Purchase Agreement will constitute a partial contribution by the Province towards the reconciliation of the Province's and the Tsq’escen’ First Nation/CLB's interests through treaty negotiations; and
- b) subject to section 2.2, if the Lands become an element of the Final Agreement, the purchase price of the Lands and the purchase price of the assets will be the only amounts counted as a portion of the Province's contribution towards the Final Agreement.

For greater certainty, none of the cost of due diligence prior to purchasing the Lands, the cost of any remediation of pre-existing contamination on the Lands, the Lease Agreements, the silviculture grant, nor the first year of operating costs will be counted as a portion of the Province's contribution towards the Final Agreement.

2.2 **Reassessment.**

If either of the Parties is reasonably of the view there is a material impact to the value of the Lands or the Woodlot Land, then the Parties will work cooperatively to reassess the value of the relevant land and will make good faith efforts to reach resolution to address the change in a fair and reasonable way, which may include Canada, provided that the impact was not caused by Tsq'escen' First Nation/CLB or CLB Development Corp or their respective employees, agents, contractors, subtenants, invitees, permittees, successors or assigns.

2.3 **Purpose.** The purpose of this Agreement is to:

- a) demonstrate the commitment of the Parties to concluding a Final Agreement;
- b) work towards addressing the treaty range overlaps between the NStQ Agreement-in-Principle land package and Range Act agreement areas in the Tsq'escen' First Nation/CLB Stewardship Area; and
- c) in the spirit of reconciliation, provide the grant, benefits and assurances set out in this Agreement.

ARTICLE 3 - COMING INTO EFFECT AND TERMINATION

3.1 **Coming into Effect.** This Agreement comes into effect on the Closing Date of the Bridge Creek Ranch Offer to Purchase and terminates on the Effective Date.

3.2 **Termination.** Notwithstanding section 3.1, this Agreement:

- a) may be terminated in writing before the Closing Date of the Bridge Creek Ranch Offer to Purchase by the Parties on a date mutually agreed on by the Parties;
- b) will terminate if Bridge Creek Ranch or any part of it is not transferred to the Province on or before the Closing Date of the Bridge Creek Ranch Offer to Purchase and the Parties will enter into a replacement agreement with respect to Canim Lake Ranch on substantively the same terms as this Agreement;
- c) may be terminated by either Party if:

- (i) the other Party formally withdraws in writing from the treaty negotiation process; or
 - (ii) the Final Agreement is not signed by the authorized representative of the Tsq'escen' First Nation/CLB, the Province and Canada, or is not approved, given effect, declared valid and given the force of law under federal and provincial law; and
- d) may be terminated by Tsq'escen' First Nation/CLB prior to successful ratification of the Final Agreement by all NStQ communities, if prior to those ratifications the Parties have been unable to reach resolution under section 2.2.

3.3 **Non-Renewal of Lease Agreements.** In the event the Parties do not renew either Lease Agreement, that Lease Agreement will terminate in accordance with its terms and the Parties will discuss the status of the respective parcel of Lands and the , including their transfer to Tsq'escen' First Nation/CLB under another form of reconciliation agreement or the purchase of the Lands by Tsq'escen' First Nation/CLB, prior to any sale of Lands to a third party.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 **Tsq'escen' First Nation/CLB Representations.** The Tsq'escen' First Nation/CLB represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a) it enters into this Agreement for, and on behalf of, its Members;
- b) its Members have provided it with a mandate to negotiate a Final Agreement;
- c) on satisfaction or waiver of the conditions precedent under section 5.4, it will, as represented by its Chief and Council, have the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement on behalf of the Tsq'escen' First Nation/CLB and its Members;
- d) on satisfaction or waiver of the conditions precedent under section 5.4, the Designated Company 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; and
- e) the Province has fulfilled its obligation to consult with Tsq'escen' First Nation/CLB in relation to the Lease Agreements.

- 4.2 **Provincial Representations.** The Province represents and warrants to the Tsq'escen' First Nation/CLB, with the intent and understanding that they will be relied on by the Tsq'escen' First Nation/CLB in entering into this Agreement, that:
- a) to the best of its knowledge, the *Range Act* agreements listed on Schedule 1 are all *Range Act* agreements in the Tsq'escen' First Nation/CLB Stewardship Area that overlap with proposed NStQ Treaty Settlement Lands;
 - b) it has the legal power, capacity and authority to enter into this Agreement;
 - c) it has appropriated sufficient monies to enable it to make the expenditures to conclude the Asset Purchase Agreement, the Offers to Purchase and to provide the first year operating costs as described in section 7.1 of this Agreement; and
 - d) on satisfaction or waiver of the conditions precedent under section 5.1 and section 5.2, it will have the legal power, capacity and authority to lease the Lands to a Designated Company as contemplated by the Lease Agreements.

ARTICLE 5 – CONDITIONS PRECEDENT

- 5.1 **Band Council Resolution.** Prior to the execution of this Agreement, the Tsq'escen' First Nation/CLB will deliver to the Province a resolution made by its elected Council approving and authorizing the Tsq'escen' First Nation/CLB's representatives named in the resolution to execute on behalf of the Tsq'escen' First Nation/CLB the Asset Purchase Agreement, the Lease Agreement for the Bridge Creek Ranch, and this Agreement.
- 5.2 **Conditions Precedent in favour of the Province.** The Province's obligation to complete this Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
 - b) the representations and warranties of the Tsq'escen' First Nation/CLB under this Agreement being true and correct on and up to the Closing Date of the Bridge Creek Ranch Offer to Purchase; and
 - c) the satisfaction or waiver of any conditions precedent under the Bridge Creek Ranch Offer to Purchase and the Lease Agreement for the Bridge Creek Ranch.
- 5.3 **Waiver of Conditions Precedent.** The conditions precedent set out in section

5.2 are for the sole benefit of the Province and may be waived by the Province on written notice to the Tsq'escen' First Nation/CLB.

5.4 **Conditions Precedent in favour of Tsq'escen' First Nation/CLB.** Tsq'escen' First Nation/CLB's obligation to complete this Agreement is subject to:

- a) the representations and warranties of the Province under this Agreement being true and correct on and up to the Closing Date of the Bridge Creek Ranch Offer to Purchase; and
- b) the Province becoming the owner of the Bridge Creek Ranch on or before the Closing Date of the Bridge Creek Ranch Offer to Purchase.

5.5 **Waiver of Conditions Precedent.** The conditions precedent set out in section 5.4 are for the sole benefit of Tsq'escen' First Nation/CLB and may be waived by Tsq'escen' First Nation/CLB on written notice to the Province.

ARTICLE 6 – LEASE AGREEMENTS

6.1 **Lease Agreements.** The Parties acknowledge and agree that:

- a) the Province has agreed to grant a lease for each of the Canim Lake Ranch and the Bridge Creek Ranch; and
- b) pursuant to the provisions of each of the Lease Agreements, each Lease Agreement is for the nominal value of \$10.00.

6.2 **Umbrella and Lease Agreement Amendment.** The Parties acknowledge that this Agreement and the Lease Agreements are some of what the Province anticipates will be a number of umbrella agreements and lease agreements with other NStQ First Nations and that, where the terms of any umbrella or any lease agreements differ from this Agreement or either of the Lease Agreements, the Parties will, at Tsq'escen' First Nation/CLB's request, discuss whether amendments to this Agreement, and either or both of the Lease Agreements are necessary to ensure equity between the agreements having regard for, among other things, the materiality of the terms and any factual differences between the ranches, and, if so, the Province will recommend to the statutory decision-maker that this Agreement or the Lease Agreements, as the case may be, be amended.

ARTICLE 7 – TRANSACTION AND OPERATIONAL COSTS

- 7.1 **Canim Lake Ranch First Year Operational Costs.** On the Closing Date of the Bridge Creek Ranch Offer to Purchase, the Province will provide Tsq’escen’ First Nation/CLB with a grant in an amount not to exceed \$930,000 to offset the first-year operational costs of Canim Lake Ranch as operated under the terms of its Lease Agreement.
- 7.2 **Bridge Creek Ranch First Year Operational Costs.** On the Closing Date of the Bridge Creek Ranch Offer to Purchase, the Province will provide Tsq’escen’ First Nation/CLB with a grant in an amount not to exceed \$600,000 to offset the first-year operational costs of Bridge Creek Ranch as operated under the terms of its Lease Agreement.
- 7.3 **Bridge Creek Woodlot Silviculture Liabilities.** To indemnify the Tsq’escen’ First Nation/CLB and the Designated Company of all silviculture liabilities associated with the Woodlot on the Closing Date, the Province will provide Tsq’escen’ First Nation/CLB with a grant in the amount of \$200,000.
- 7.4 **Bridge Creek Ranch Assets.** On December 15, 2022, the Province will pay the vendor of the Bridge Creek Ranch a sum not to exceed \$450,000 toward the purchase of the ranch related assets for Tsq’escen’ First Nation/CLB.
- 7.5 **Transaction and Other Costs.** There are no transaction or other costs associated with this Agreement.

ARTICLE 8 – LAND PROTECTION MEASURES

- 8.1 The Province will, as soon as practicable, seek the appropriate authorities to prevent the recording of any further mineral or placer claims in relation to the subsurface resources on or under the Lands and the Woodlot Land as part of the broader No Registration Reserve under the *Mineral Tenure Act* covering the Proposed NStQ Treaty Settlement Lands.
- 8.2 The Province will, as soon as practicable, seek the appropriate authorities to include the Woodlot Lands in the section 17 *Land Act* reserve currently covering the Proposed NStQ Treaty Settlement Lands.

ARTICLE 9 – OTHER COVENANTS

- 9.1 **Other Tsq’escen’ First Nation/CLB Covenants.** The Tsq’escen’ First Nation/CLB acknowledges and agrees that, during the term of this Agreement and subject to Article 10, 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 during the term of this Agreement will the Tsq’escen’ First Nation/CLB challenge the applicability of provincial laws to the Lands.

- 9.2 **Dam Upgrades.** The Province will carry out the work necessary to ensure that all dam structures on the Lands are in compliance with the *Water Sustainability Act*, to the satisfaction of the Province's delegated authority under the *Water Sustainability Act*, and will correct all deficiencies and complete all recommended work necessary to comply with water licences C131947 and C063259 (the "**Dam Works**") the Province will take the necessary steps to complete the outstanding Dam Works in a reasonable time frame, at no cost to the Tsq'escen' First Nation/CLB or the Designated Company.
- 9.3 **Remediation.** If a qualified environmental professional determines that there are contaminants on the Lands in quantities or concentrations in excess of prescribed criteria or standards under federal or provincial law, the Province and Tsq'escen' First Nation/CLB will negotiate in good faith and seek to reach agreement on an approach and plan to remediate such contaminants, provided that nothing in this section is an admission of responsibility by the Province with respect to contaminants, and further provided that the Province does not agree to assume any responsibility for contaminants that are on Lands; or migrate from Lands as result of any act or omission of Tsq'escen' First Nation/CLB or its employees, agents, servants, contractors, subcontractors, subtenants, licensees or invitees.

ARTICLE 10 – STATUS OF LANDS ON EFFECTIVE DATE

- 10.1 **Transfer of Lands on Effective Date.** Subject to section 3.2, as part of the NStQ Final Agreement negotiations, the Province will offer to transfer the Lands to Tsq'escen' First Nation/CLB on the Effective Date.
- 10.2 **Status of Lands and Subsurface Rights in the Final Agreement.** As part of Final Agreement negotiations, the Parties will negotiate the status of the Lands and the Woodlot Land as "NStQ Treaty Settlement Lands" as if the Lands and the Woodlot Land were included in the definition of that term in the NStQ Agreement-in-Principle. If the Parties conclude a Final Agreement and any portion of the Lands, the Woodlot Land or either of them become Treaty Settlement Lands, the subsurface resources beneath such lands will be included, if owned by the Province.
- 10.3 **Interests in Final Agreement.** The Parties acknowledge and agree that none of:
- a) the terms of this Agreement;
 - b) the terms of the Lease Agreements; or
 - c) any existing or future encumbrances or Crown Corridors on any portion of the Lands, the Woodlot Land or either of them,

will prejudice the Parties' position with respect to any encumbrances and Crown Corridors on such lands under the Final Agreement, including their continuation or

removal.

ARTICLE 11 – Tsq’escen’ First Nation/CLB CLAIMS AND OVERLAPPING CLAIMS

- 11.1 **Other First Nations’ Litigation.** In the event of any Proceeding brought by any other aboriginal group against the Province or any Provincial Official with respect to the Lease Agreements, the Tsq’escen’ First Nation/CLB will provide the Province with reasonable assistance in support of its defence of the Proceeding, the nature and extent of which will be agreed between the Parties.
- 11.2 **Provincial Consultation Obligations.** The Province confirms that it is satisfied that, with respect to the lease of the Lands and the transfer of woodlot licence no. W0555, it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights to the Lands and woodlot licence no. W0555 by First Nations other than the Tsq’escen’ First Nation/CLB.

ARTICLE 12 - TREATY RANGE OVERLAPS

- 12.1 **Treaty Range Overlaps.** The Parties agree to work towards addressing the overlaps between Proposed NStQ Treaty Settlement Lands and *Range Act* agreement areas in the Tsq’escen’ First Nation/CLB Stewardship Area of the Traditional Territory through the approaches identified in Schedule “1”.

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 **Representatives.** If a dispute arises between the Province and the Tsq’escen’ First Nation/CLB regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practical to attempt to resolve the dispute.
- 13.2 **Senior Representatives.** If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Province and the Tsq’escen’ First Nation/CLB.
- 13.3 **Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

ARTICLE 14 - NOTICES

- 14.1 **Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified in this Agreement, and will be deemed

validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows

if to the Province:

Deputy Minister
Ministry of Indigenous Relations and Reconciliation
P.O Box 9100 Stn. Prov. Gvt. Victoria, B.C. V8W 9B1
Fax: (250) 387-6073

and if to the Tsq'escen' First Nation/CLB: Tsq'escen' First Nation/CLB

Canim Lake Band
P.O. Box 1030
100 Mile House, BC V0K 2E0

Attention: Chief Councillor

Fax: (250) 397-2769

- 14.2 **Change of Address.** Either Party may, from time to time, give notice to the other Party of any change of address, email address or facsimile number of the Party giving such notice and after the giving of such notice, the address, email address or facsimile number will, for purposes of this Agreement be conclusively deemed to be the address, email address or facsimile number of the Party giving such notice.

ARTICLE 15 - GENERAL

- 15.2 **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.
- 15.3 **Further Acts and Assurances.** Each of 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 order to fully perform and carry out the terms of this Agreement.
- 15.4 **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.
- 15.5 **Assignment.** Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part by either

Party.

15.6 **Enurement.** This Agreement extends to, is binding upon and enures to the benefit of the Parties, their heirs, executors, administrators, successors and permitted assigns.

15.7 **No Admissions.** Nothing in this Agreement will be construed as:

- a) an admission by the Province of the validity of any claim by the Tsq'escen' First Nation/CLB to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*;
- b) an acknowledgement by the Province that it has an obligation to provide financial or economic accommodation to the Tsq'escen' First Nation/CLB; or
- c) in any way limiting the position either Party may take in treaty or reconciliation negotiations except as expressly set out herein.

15.8 **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, amend, abrogate or derogate any of:
 - (i) any responsibilities of the Parties except as expressly set out in this Agreement; or
 - (ii) Tsq'escen' First Nation/CLB's Aboriginal Rights.

15.9 **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.

15.10 **Amendment.** This Agreement may be amended from time to time by the Parties in writing.

15.11 **Governing Law.** This Agreement will be governed by and construed in accordance

with the laws of the Province of British Columbia.

15.12 **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.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of the TSQ'ESCEN'
(aka) **CANIM LAKE BAND** by:


✓

Kukpi7 Helen Henderson

✓

Witnessed by
Print Name:

Signed on behalf of His Majesty the King in right of the Province of British Columbia by:



Mark Lofthouse
Chief Negotiator
Ministry of Indigenous Relations and Reconciliation

Caitlin Warbeck

Witnessed by
Print Name: Caitlin Warbeck

with the laws of the Province of British Columbia.

15.12 **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.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of the **TSQ'ESCEN'**
(aka) **CANIM LAKE BAND** by:



Kukpi7 Helen Henderson



Witnessed by

Print Name: *Delores Archie*

Signed on behalf of His Majesty the
King in right of the Province of British
Columbia by:

Mark Lofthouse
Chief Negotiator
Ministry of Indigenous Relations
and Reconciliation

Witnessed by
Print Name:

Schedule 1: Treaty Range Overlaps

Part 1 – Continuation of Grazing

Subject to the Final Agreement, Tsq'escen' First Nation/CLB agrees that grazing currently authorized by the following *Range Act* agreements will continue on Proposed NStQ Treaty Settlement Lands:

Forest File ID	Client Name
RAN073910	Norman Wood

Part 2 – Boundary Amendment

The Province will, by the Effective Date, amend the boundaries of the following *Range Act* agreements to exclude the Proposed NStQ Treaty Settlement Lands. The Province understands that these amendments will not result in a reduction to authorized animal unit months (AUMs) and for greater certainty, the Parties confirm that the understanding referred to herein is not intended to derogate from the obligation of the Province to amend boundaries under this Part 2. The Province will work with these agreement holders to identify any secondary impacts arising from the boundary adjustment and subject to the Final Agreement will identify mutually agreed approaches to address those impacts. Measures to address secondary impacts may include fencing, provision for livestock watering, and livestock access on or across Proposed NStQ Treaty Settlement Lands. The Parties acknowledge there may be circumstances where impacts related to a boundary amendment to a *Range Act* agreement may be addressed by allowing grazing to continue under part 1 of this Schedule.

During Final Agreement negotiations, the Province will work with *Range Act* agreement holders identified in Part 1 above to identify any additional *Range Act* agreement areas that may also become subject to this Part 2.

Forest File ID	Client Name
RAN076373	Marlene Bleeker
RAN077551	David Cunningham
RAN078046	David Cunningham
RAN078048	Ross Cunningham
RAN076681	Montaque Furber
RAN076691	John Van Osch
RAN076020	Blue Goose Cattle Company
RAN076343	Richard Booker
RAN076777	Club Ranch Cattle Company

Part 3 – Approach to be Confirmed

The Province and Tsq’escen’ First Nation/CLB agree to negotiate an approach to address the treaty range overlaps with the following *Range Act* agreements. As part of those negotiations, the Province will fully engage with the *Range Act* agreement holders with regards to potential impacts and solutions.

Forest File ID	Client Name
RAN073562	Pincott Ranches Ltd.
RAN074611	Pincott Ranches Ltd.
RAN074244	Becker Lake Ranch Ltd.
RAN076671	Sheamus Palmer

Schedule 2 – Environmental Reports

Environmental Site Assessment Report

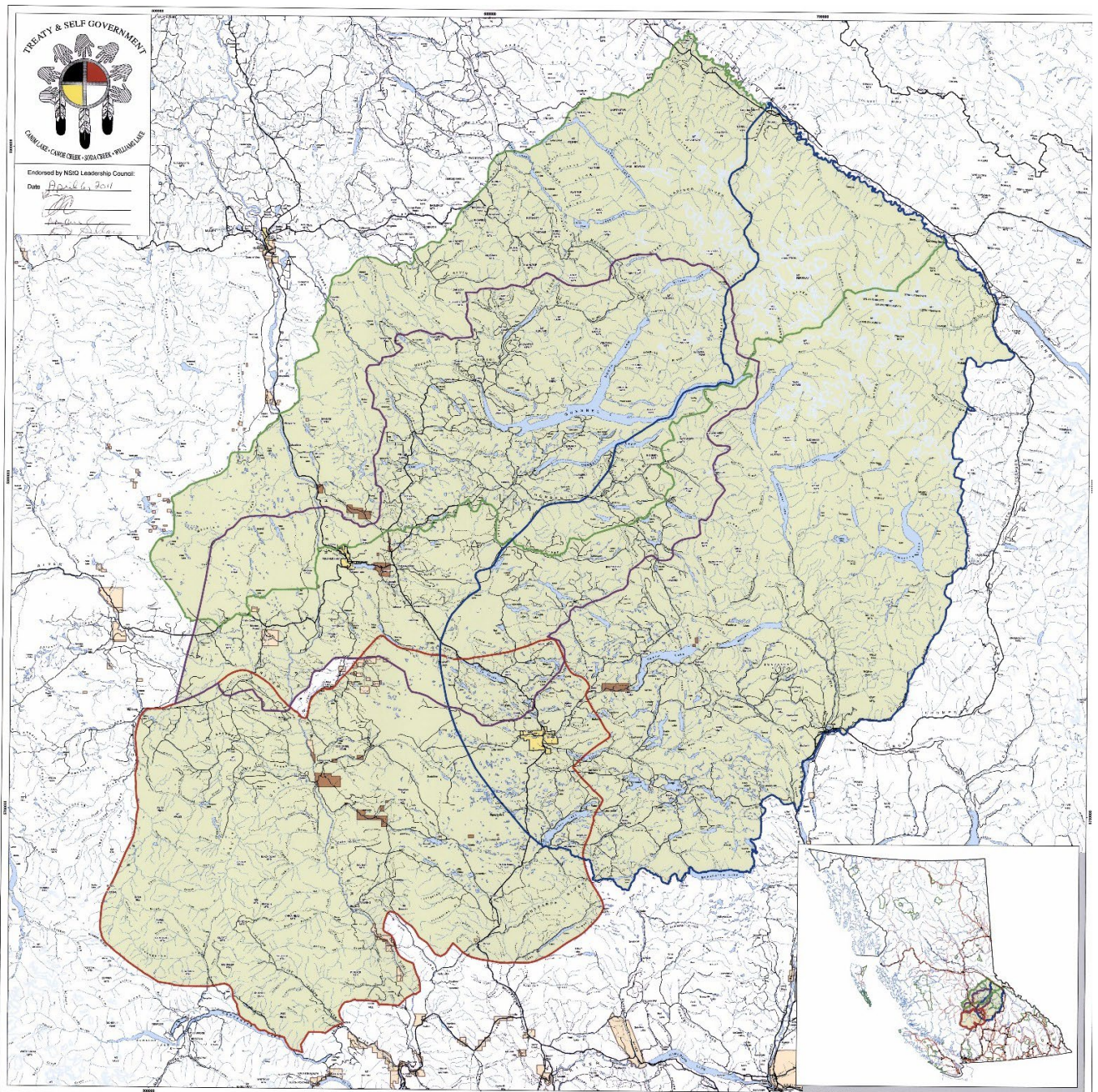
Phase I Environmental Site Assessment: Canim Lake Ranch, Canim Lake, BC, dated June 2021, prepared by PGL Environmental Consultants.

Phase 1 Environmental Site Assessment Addendum: Canim Lake Ranch, Canim Lake, BC, dated May 26, 2022, prepared by PGL Environmental Consultants.

Phase 1 Environmental Site Assessment: Bridge Creek Ranch, 100 Mile House, BC, dated May 2021, prepared by PGL Environmental Consultants.

Phase 2 Environmental Site Assessment: Bridge Creek Ranch, 100 Mile House, BC, dated February 2022, prepared by PGL Environmental Consultants.

Schedule 3 - Tsq'escen' First Nation/CLB Stewardship Area



TREATY & SELF GOVERNMENT

CANIM LAKE - CANOE CREEK - SODA DEEP - WILLIAMS LAKE

Endorsed by NSIQ Leadership Council:
 Date: April 6, 2011

STATEMENT OF INTENT FOR THE NORTHERN SHUSWAP TREATY SOCIETY

SCALE 1: 375,000

Projection: UTM 13N
 Datum: NAD83
 Date: February 1, 2011

T'exeic (Williams Lake Band)	NSIQ First Nation's Reserve	River/Stream	Trail
Tsq'escen' (Canim Lake)	Other First Nation's Reserve	Icefield	Gravel Road
Xats'ull/Cmetem' (Soda/Deep Creek)	NSIQ Traditional Territory	Lake	Paved Road
Stswecem'c/Xgattem' (Canoe/Dog Creek)			Municipal Land

0 20 40 60 80 Kilometers

Disclaimer:

The information provided on this map reflects the Northern Shuswap's intention to delineate NSIQ's Statement of Intent Area and may be subject to future revisions.

This map is to be used only in consultation with the NSIQ.

This is an official document of the NSIQ approved by NSIQ Leadership Council in accordance with the NSIQ Mapping Policy (Treaty). It may not be revised or amended in any way without the express written consent of the NSIQ Leadership Council.

Schedule 4 - SIDE AGREEMENT



May 12, 2022

Chief Helen Henderson

Re: Letter Agreement for Ranch Capacity and Operating Funding

In keeping with the Government of British Columbia's mandated priorities of reconciliation and improving economic and social outcomes for Indigenous peoples in British Columbia, the Ministry of Indigenous Relations and Reconciliation (the "**Province**") intends to offer the Canim Lake Band ("**Canim Lake**") a grant in an amount to be agreed upon by the Parties (the "**Funds**") subject to the stipulations set out in this grant letter (the "**Agreement**") to assist Canim Lake in operating and building capacity in the ranch known as Canim Lake Ranch located at lands legally described as set out on Schedule A attached, together with all buildings and improvements on such lands (the "**Lands**").

The Province is currently in negotiations to purchase the Lands from the current owners and may subsequently enter into a lease of the Lands (the "**Lease Agreement**") with an entity wholly owned, directly or indirectly by Canim Lake as tenant (the "**Designated Company**"). The Province also hopes to negotiate an agreement that addresses various matters relating to treaty range overlaps in the Canim Lake stewardship area, as set out on the Statement of Intent of the Northern Shuswap Treaty Society ("**Umbrella Agreement**").

Provision of the Funds

1. On the closing date of the purchase pursuant to the OTP, the Province intends to provide Canim Lake with a grant of the Funds to offset the first-year operational costs of the Lands as operated under the terms of the Lease Agreement.
2. Payment of Funds to Canim Lake is subject to the Province entering into an offer to Purchase ("**OTP**") to acquire the Lands and the completion of the purchase under the OTP, and the Province and the Designated Company entering into the Lease Agreement.

Aboriginal and Treaty Rights Matters

3. This Agreement does not:
 - a. constitute a treaty or land claims agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*; and
 - b. define, limit, amend, abrogate or derogate from any of Canim Lake's Aboriginal or treaty rights, including Aboriginal title that are or may be recognized and affirmed under section 35 of the *Constitution Act, 1982*.

4. Canim Lake acknowledges and agrees that in the spirit of reconciliation and to advance negotiation of a Final Agreement to be concluded by the Parties and Canada at the conclusion of Stage 5 of the British Columbia Treaty Commission process ("**Final Agreement**"), the Lands purchased by the Province and leased to the Designated Company on an interim basis will constitute a partial contribution by the Province towards the reconciliation of the Province's and Canim Lake's interests through treaty negotiations and, as such, if the Lands become an element of the Final Agreement, the Lands will be counted as a portion of the Province's contribution towards the Final Agreement. For greater certainty, none of the cost of due diligence prior to purchasing the Lands, the cost of any remediation of pre-existing contamination on the Lands, the Lease nor the first year of operating costs will be counted as a portion of the Province's contribution towards the Final Agreement.
5. If a qualified environmental professional determines that there are contaminants on the Lands in quantities or concentrations in excess of prescribed criteria or standards under federal or provincial law, the Province and Canim Lake will negotiate in good faith and seek to reach agreement on an approach and plan to remediate such contaminants, provided that nothing in this section is an admission of responsibility by the Province with respect to contaminants, and further provided that the Province does not agree to assume any responsibility for contaminants that are on the Lands or migrate from the Lands as result of any act or omission of Canim Lake or its employees, agents, servants, contractors, subcontractors, subtenants, licensees or invitees.
6. Nothing in this Agreement will be construed as:
 - a. an admission by the Province that any decision of the Province or its agents or officials has or will result in an infringement of any of Canim Lake's Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*;
 - b. an admission by the Province that it has an obligation to provide financial or economic accommodation or compensation for any infringement of any of Canim Lake's Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*; or
 - c. in any way limiting the position that the Province or Canim Lake may take in treaty or reconciliation negotiations except as expressly set out in this Agreement.
7. Nothing in this Agreement will be construed to modify any of the terms and conditions of the Lease Agreement.

General

8. If the Province and Canim Lake successfully negotiate and sign an Umbrella Agreement, this Agreement shall be incorporated by reference and may be attached to that Umbrella Agreement.
9. No partnership, joint venture or agency relationship will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
10. This Agreement will be binding upon the Province and its assigns and Canim Lake and its successors.

11. This Agreement may not be amended except by written agreement of Canim Lake and the Province.

12. Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment, where "Provincial Official" means:

- a. the Province or any minister, public official, employee, contractor, agent or representative of the Province;
- 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 the Province;


Please indicate your acceptance of the terms outlined above by signing and returning a copy of this letter to Mark Lofthouse, Chief Negotiator, Ministry of Indigenous Relations and Reconciliation by May 13, 2022.

We wish you success in advancing your work and encourage you to contact Ministry staff for any further assistance you may require.


Yours truly,



 _____ May 16, 2022
 Mark Lofthouse, Chief Negotiator
 Ministry of Indigenous Relations and Reconciliation

Executed this 12th day of May, 2022

DocuSigned by:

 _____ 5/12/2022 | 3:56 PM PDT
 1D8766456D6642D...

Name: Chief Helen Henderson
Canim Lake Band, May 12, 2022


 _____, Councillor, May 12/2022
 Name: Councillor Stanley Daniels
 Canim Lake Band, May 12, 2022


 _____, Councillor, May 12, 2022
 Name: Councillor Delores Archie
 Canim Lake Band, May 12, 2022

DocuSigned by:

 _____ 5/12/2022 | 5:28 PM PDT
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Name: Councillor Maryanne Archie
Canim Lake Band, May 12, 2022

SCHEDULE A – LANDS

Parcel Identifier: 004-004-256
LOT 1 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 023-504-552
PARCEL A (KK69376) DISTRICT LOTS 195 AND 3700 LILLOOET DISTRICT PLAN
KAP47214

Parcel Identifier: 007-142-498
LOT 2 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-501
LOT 3 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-510
LOT 4 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-536
LOT 5 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-544
LOT 6 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-552
LOT 7 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-142-561
LOT 8 DISTRICT LOT 3700 LILLOOET DISTRICT PLAN 21953

Parcel Identifier: 007-513-534
LOT 19 DISTRICT LOT 3758 LILLOOET DISTRICT PLAN 21362

Parcel Identifier: 007-513-542
LOT 20 DISTRICT LOT 3758 LILLOOET DISTRICT PLAN 21362

Parcel Identifier: 005-813-557
LOT 21 DISTRICT LOT 3758 LILLOOET DISTRICT PLAN 21362

Parcel Identifier: 007-513-577
LOT 24 DISTRICT LOT 3758 LILLOOET DISTRICT PLAN 21362

Parcel Identifier: 011-857-871
THE SOUTHWEST 1/4 OF DISTRICT LOT 3758 LILLOOET DISTRICT EXCEPT PLANS
21362, 21952, 33334, 33335, 33498 AND 33530