K'ómoks First Nation

Canada

British Columbia

K'ÓMOKS TREATY

APPENDICES

Minor Changes Agreement No. 1 Consolidated Version

February 20, 2026

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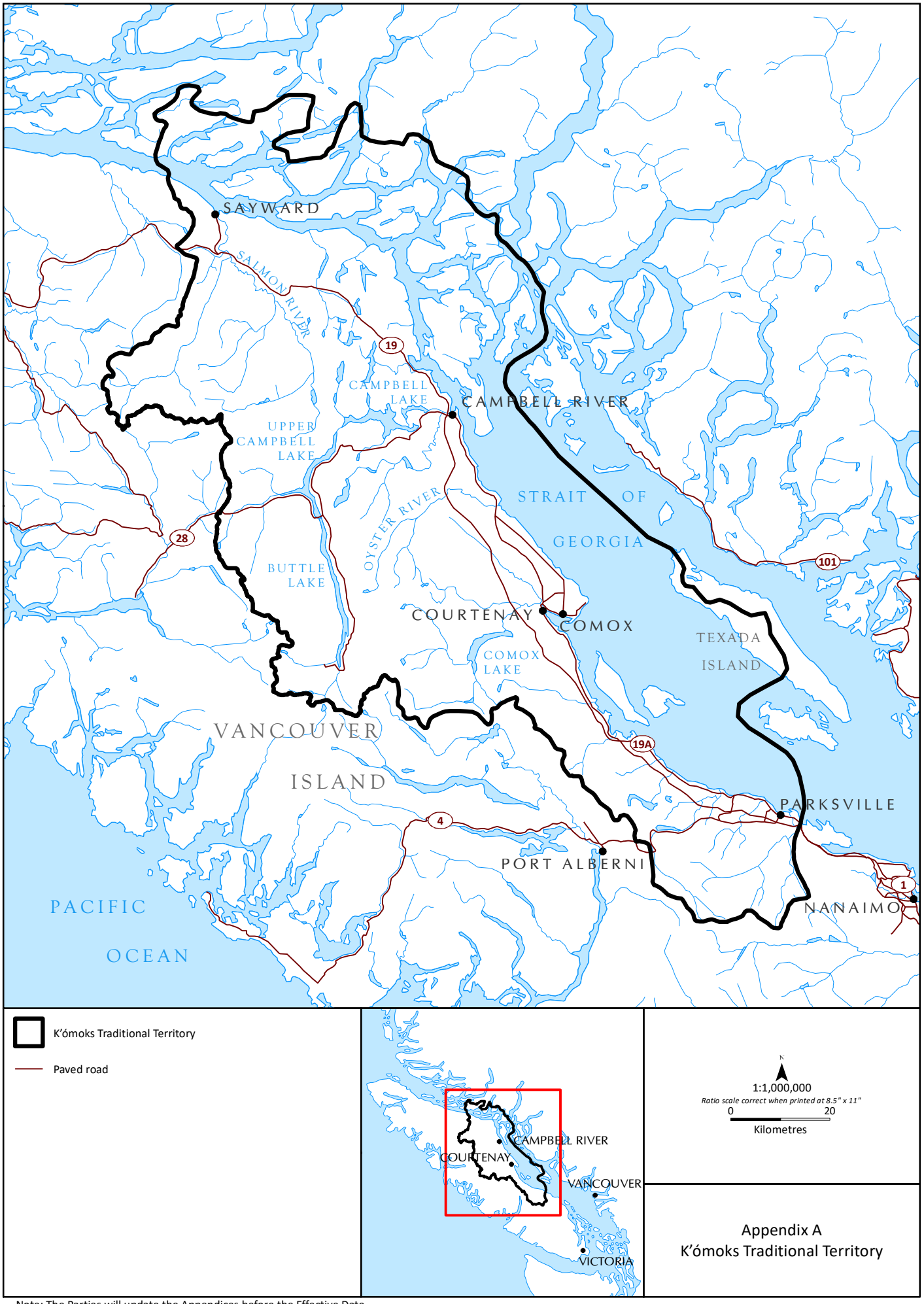
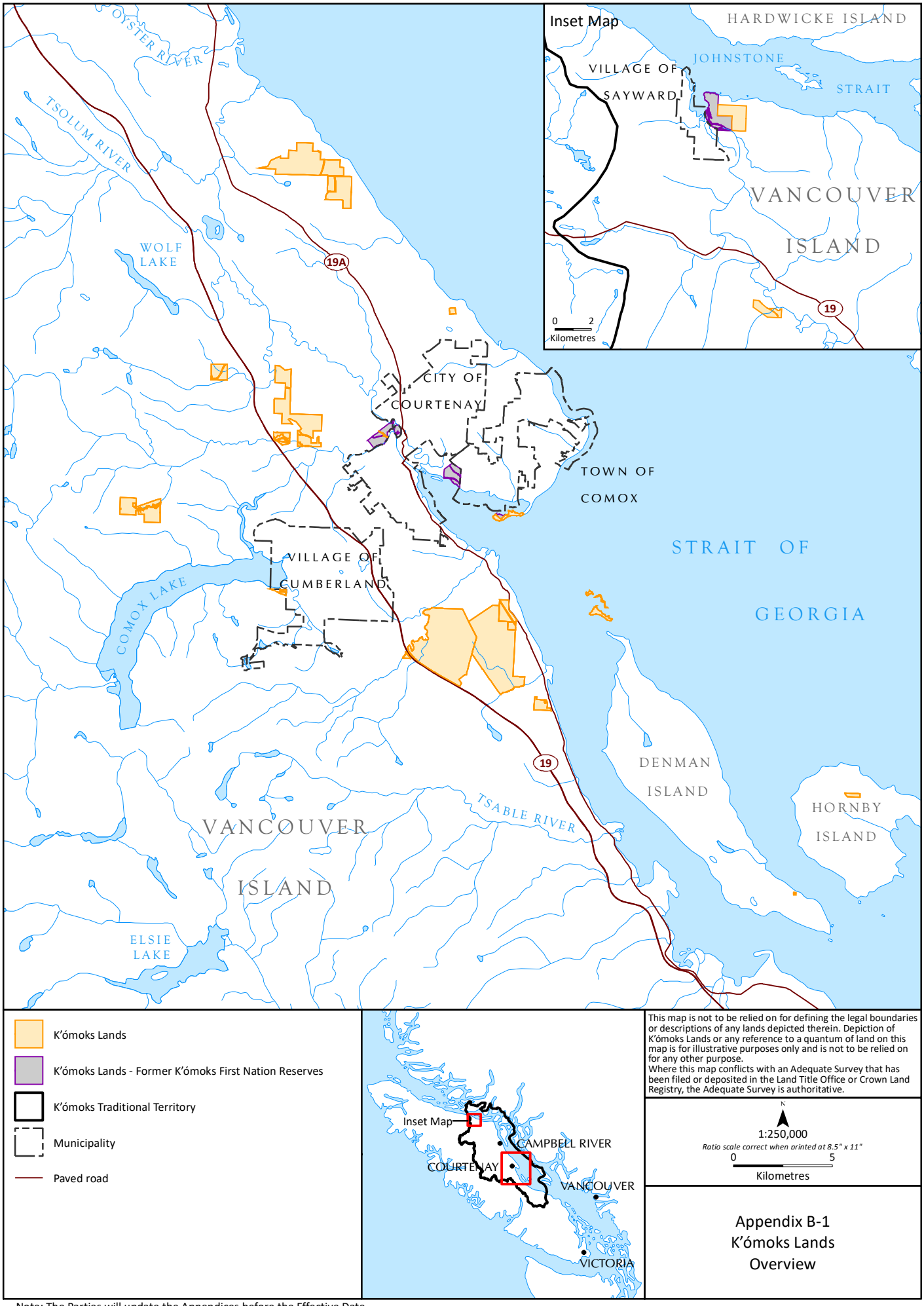
APPENDIX A: MAP OF K'ÓMOKS TRADITIONAL TERRITORY



Appendix A
K'ómoks Traditional Territory

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

APPENDIX B:
K’ÓMOKS LANDS



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

B-2: Former K'ómoks First Nation Reserves

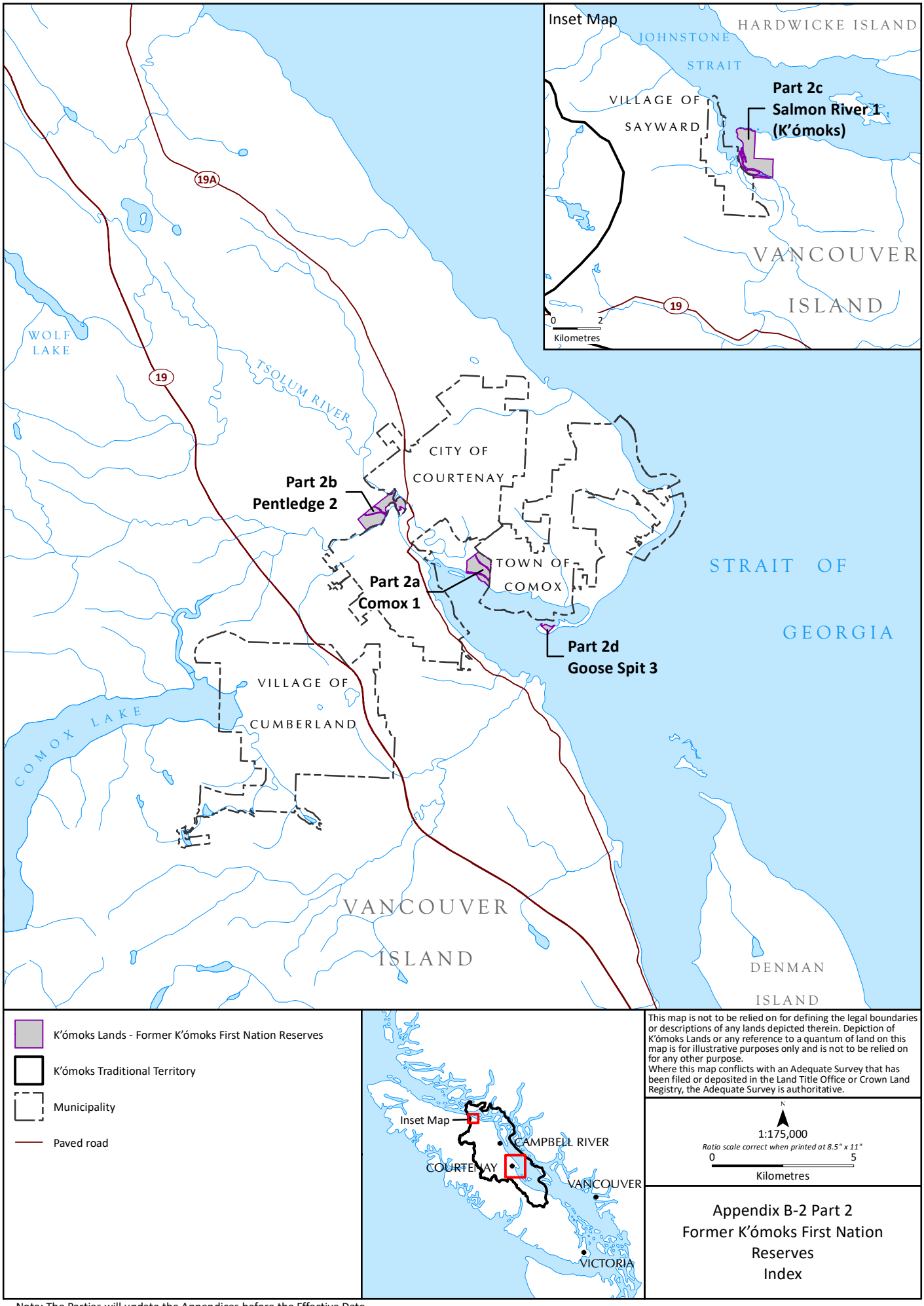
B-2 Part 1: Land Descriptions of Former K'ómoks First Nation Reserves

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

Former K'ómoks First Nation Reserve No. and Name	**Land Description**[1][2]
Comox 1 (Map B-2 Part 2a)	PLAN BC227, SAVE AND EXCEPT THE ROADS AS SHOWN ON PLAN RD3173
Pentledge 2 (Map B-2 Part 2b)	PLAN BC227, SAVE AND EXCEPT RAILWAY SHOWN ON PLAN 1535A CLSR AND ROAD SHOWN ON PLAN RD2636 CLSR
Salmon River 1 (K'ómoks) (Map B-2 Part 2c)	PLAN BC184
Goose Spit 3 (Map B-2 Part 2d)	PLAN 73823 CLSR

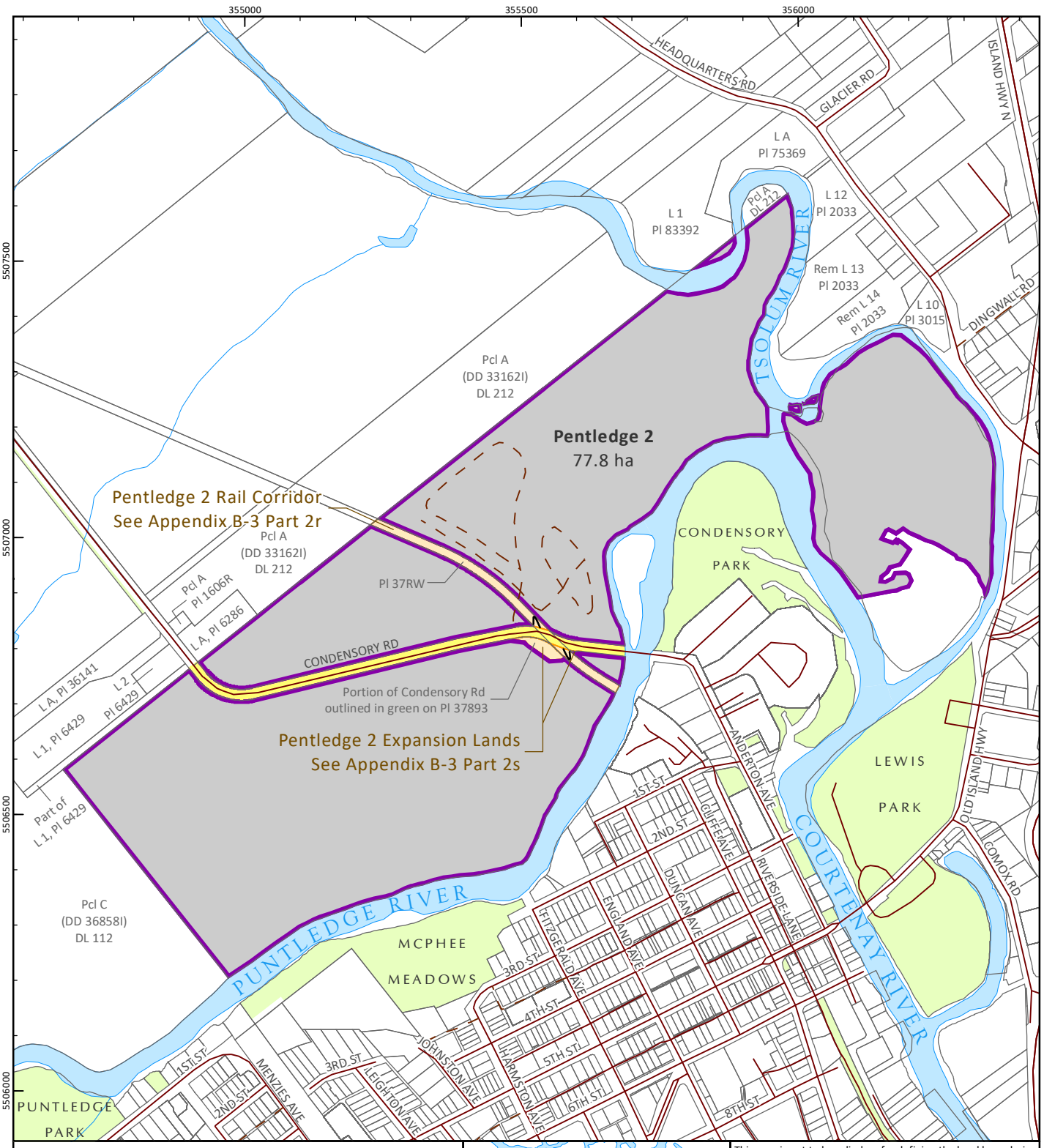
[1] Plan numbers in this column are Canada Land Survey Records on deposit in Ottawa

[2] The location of natural boundaries may have moved since surveyed, and may continue to move and the associated titled areas may change



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

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



K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Lands

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

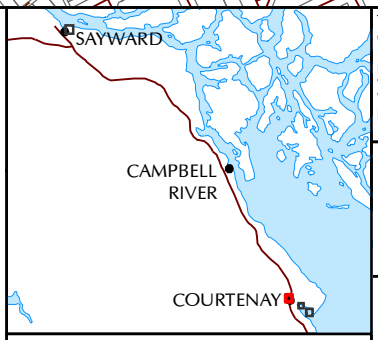
N

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres



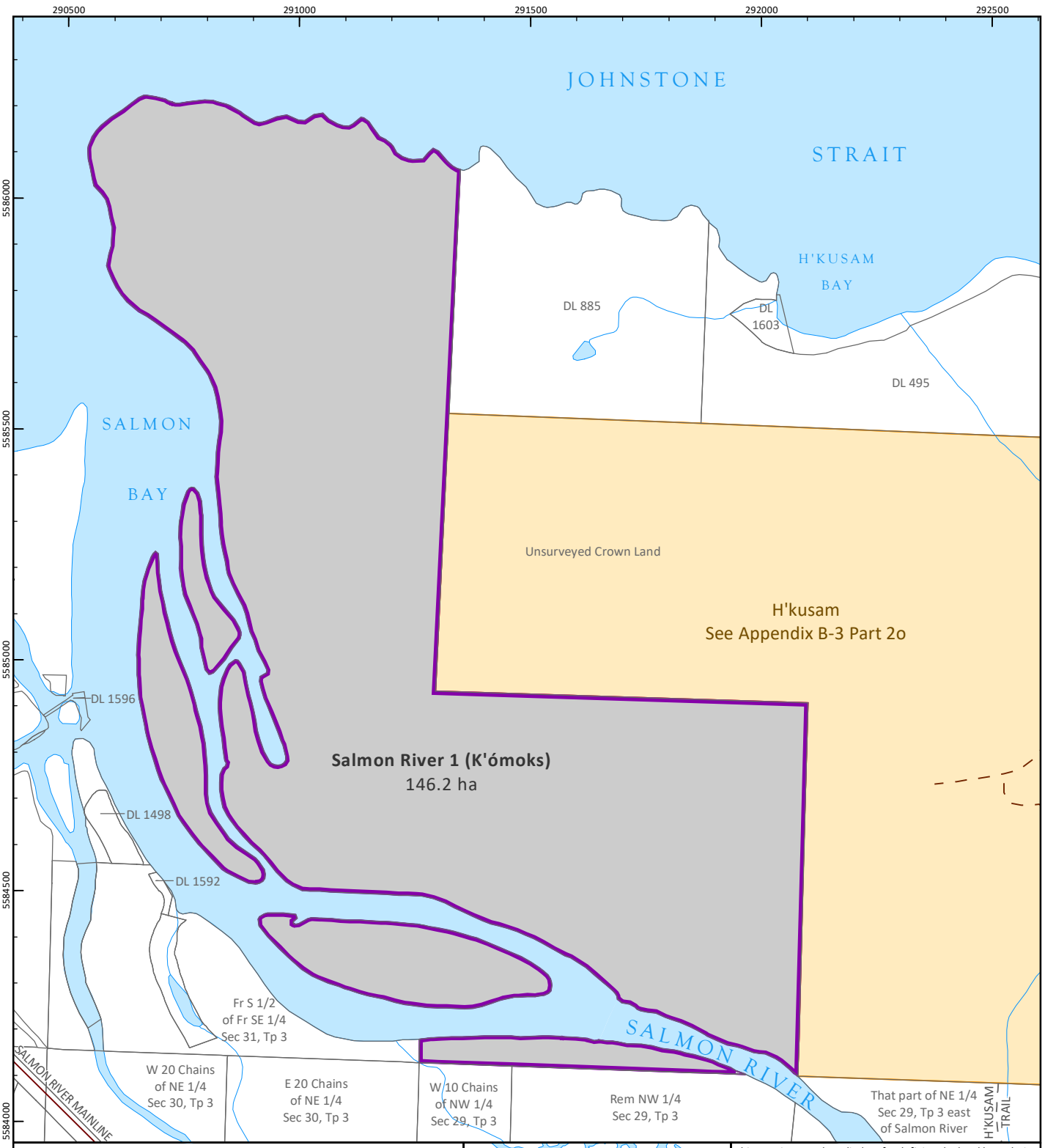
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-2 Part 2b
Former K'ómoks First Nation Reserves
Pentledge 2

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



K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Lands

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

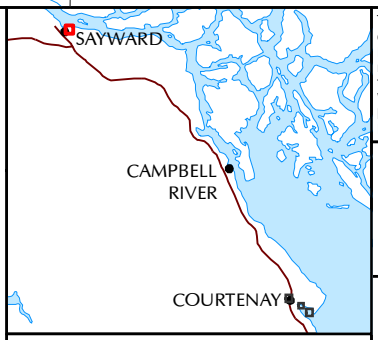
N

1:12,000

Ratio scale correct when printed at 8.5" x 11"

0 240

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

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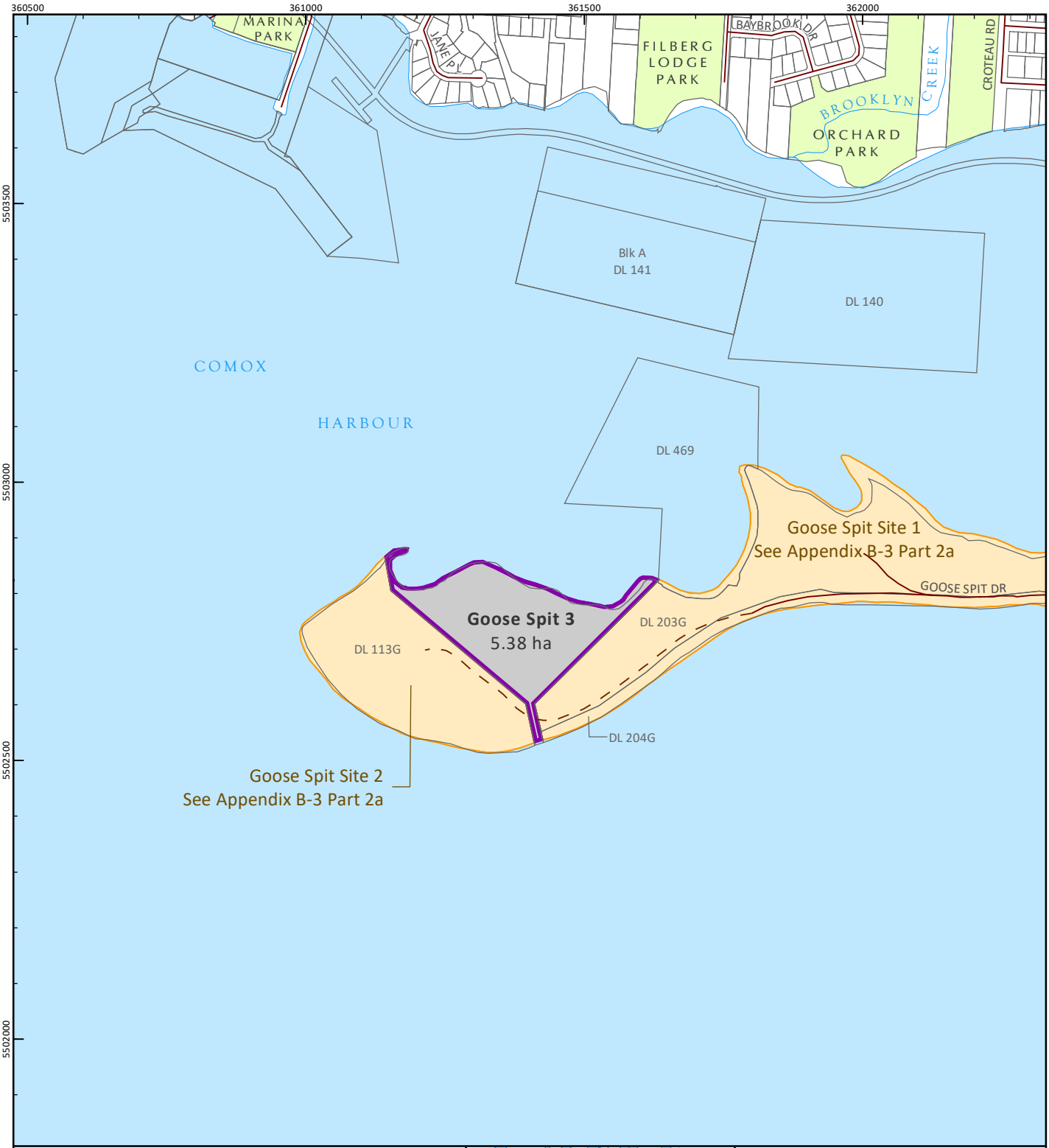
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-2 Part 2c
Former K'ómoks First Nation Reserves
Salmon River 1 (K'ómoks)

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



K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Lands

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

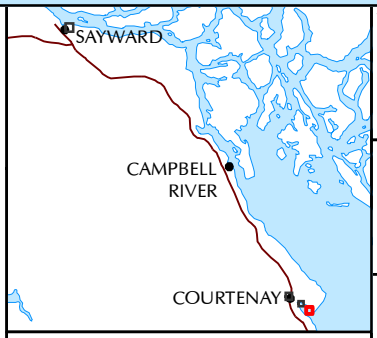
N

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-2 Part 2d
Former K'ómoks First Nation Reserves
Goose Spit 3

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

B-3: Former Provincial Crown Lands

B-3 Part 1: Land Descriptions of Former Provincial Crown Lands

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

Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
Goose Spit Site 2 (Map B-3 Part 2a)	PIN: 16036090	DISTRICT LOT 113G, COMOX DISTRICT
Goose Spit Site 1 (Map B-3 Part 2a)	PIN: 15601450	DISTRICT LOT 204G, COMOX DISTRICT
	PIN: 13503690	DISTRICT LOT 203G, *EXCEPT BLOCK A,* COMOX DISTRICT
	PIN: 90039878	BLOCK A, DISTRICT LOT 203G, COMOX DISTRICT
Royston Forest (Map B-3 Part 2b)	PID: 010-450-921*	*Portion of* THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 006-700-870	LOT 2, BLOCK D, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-926	LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW
	PID: 006-701-639	THAT PART OF LOT 1, BLOCK E, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-861	LOT 1, BLOCK D, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-311*	*Portion of* LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 006-701-698	THAT PART OF LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW

Former Provincial Crown Lands Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-700-772*	*Portion of* LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 006-701-825	THAT PART OF LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-764*	*Portion of* LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 006-701-809	THAT PART OF LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-721*	*Portion of* LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 006-701-779	THAT PART OF LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-700-586	LOT 1, BLOCK C OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW
	PID: 006-701-744	THAT PART OF LOT 1, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-701-001*	*Portion of* LOT 1, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*

Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 012-625-876*	*Portion of* THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 007-036-540	THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J, SHOWN OUTLINED IN RED ON PLAN 511 RW AND BEING A PORTION OF THAT PART OF SAID BLOCK SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G LYING BETWEEN PLANS 1926 AND 1927
	PID: 013-435-957*	*Portion of* THAT PART OF BLOCK 33, NELSON DISTRICT SHOWN ON PLAN VIP65856 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Sage Hills (Map B-3 Part 2c)	PID: 026-553-970	LOT 1 BLOCK 93 NELSON DISTRICT PLAN VIP80201
	PID: 009-941-134	THAT PART OF PARCEL A (DD299N) OF BLOCK 93, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 511 RW
DL 7 (Map B-3 Part 2d)	PID: 024-059-161	LOT 1 DISTRICT LOT 7 NELSON DISTRICT PLAN VIP66762
Wood Mountain (Map B-3 Part 2e)	PID: 003-756-521*	*Portion of* LOT A, BLOCK 457, COMOX DISTRICT, PLAN 18508 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Wood Mountain West (Map B-3 Part 2f)	PID: 011-252-561*	*Portion of* BLOCK 1348 COMOX DISTRICT, EAST OF STRATHCONA PROVINCIAL PARK *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*

Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
Mt Washington Gravel Pit (Map B-3 Part 2g)	PID: 029-911-290*	*Portion of* LOT A SECTION 30 TOWNSHIP 9 COMOX DISTRICT PLAN EPP30512 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 029-911-559	LOT 1 SECTION 30 TOWNSHIP 9 COMOX DISTRICT PLAN EPP30513
Williams Beach (Map B-3 Parts 2h, 2h.i & 2h.ii)	PID: 008-905-304	THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 33 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-905-142	THE FRACTIONAL NORTH WEST 1/4 OF SECTION 33 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-906-271*	*Portion of* THE EAST 1/2 OF THE SOUTH EAST 1/4, SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 008-906-530	THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E, EXCEPT PARTS IN PLANS 18439 AND 28342
	PID: 006-408-125	LOT 61, SECTION 26 AND 27, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 006-408-150	LOT 62, SECTION 26, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 006-408-184	LOT 63, SECTION 26, TOWNSHIP 6, COMOX DISTRICT, PLAN 2262
	PID: 008-896-879	THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 6, COMOX DISTRICT PLAN 552E
	PID: 008-905-231	THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-905-011	THE SOUTH EAST 1/4 OF THE FRACTIONAL NORTH EAST 1/4 OF SECTION 33 TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-905-428	THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E

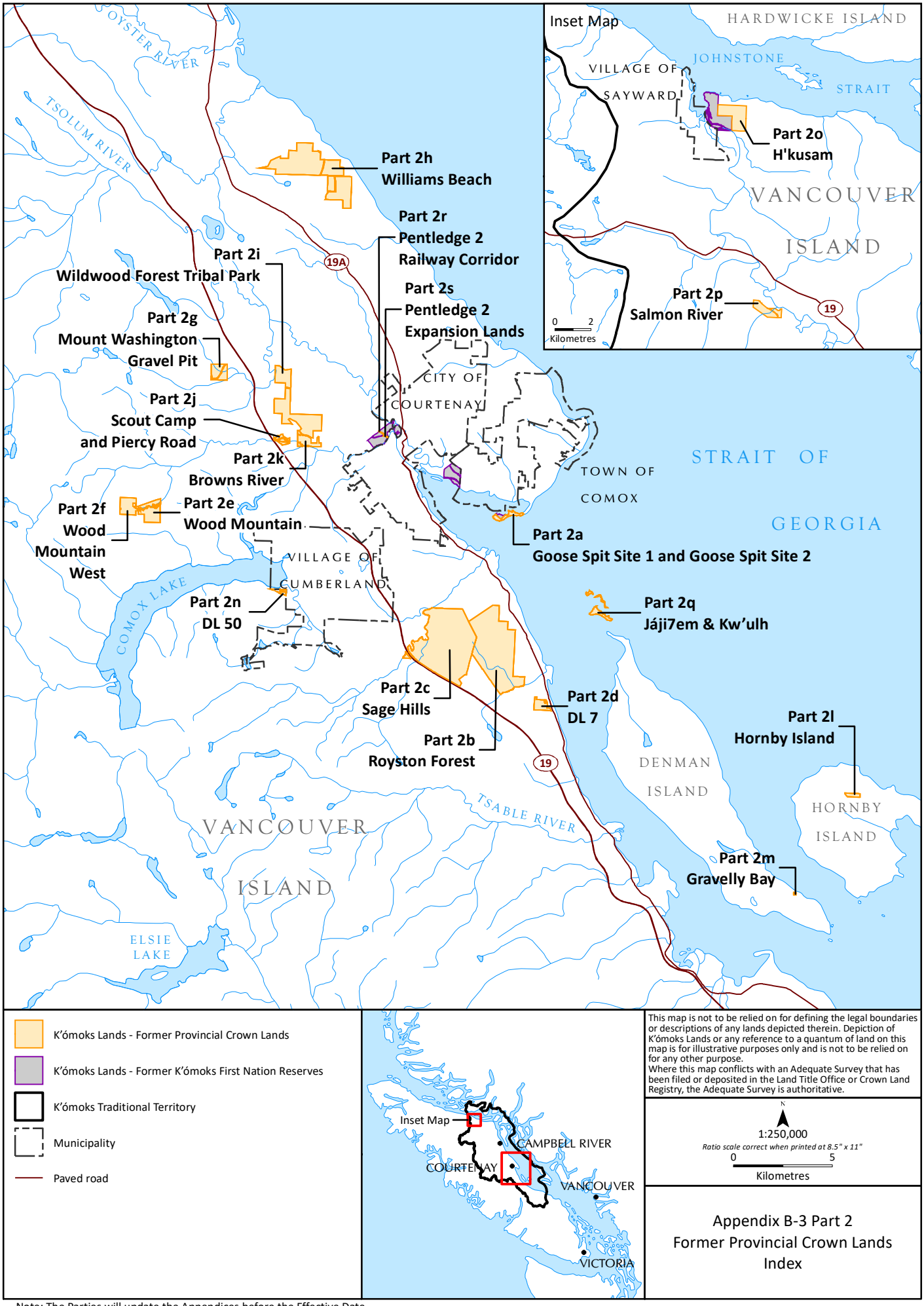
Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 008-905-592	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E
	PID: 008-906-432	EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
	PID: 008-898-502*	*Portion of* THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 008-906-424	WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34 TOWNSHIP 6 COMOX DISTRICT PLAN 552E
Wildwood Forest Tribal Park (Map B-3 Part 2i)	PID: 008-921-024	THE FRACTIONAL NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-921-075	THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-921-113	THE FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-925-348	THAT PART OF THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G SHOWN OUTLINED IN RED ON PLAN 510 RW EXCEPT THAT PART IN PLAN 36410
	PID: 008-932-450	THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART LYING TO THE WEST OF A STRAIGHT BOUNDARY JOINING THE POINTS OF BISECTION OF THE NORTHERLY AND SOUTHERLY BOUNDARIES OF THE FRACTIONAL SOUTH EAST 1/4 AND EXCEPT THAT PART IN PLANS 36410 AND 510 RW
	PID: 008-938-849	THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLAN 36410
	PID: 008-938-776	THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G

Former Provincial Crown Lands Parcel	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 008-937-257*	*Portion of* PARCEL A (DD 19518I) OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THE FRACTIONAL NORTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW; EXCEPT THE FRACTIONAL SOUTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; AND EXCEPT THAT PART IN PLANS 12680 AND VIP72297 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 008-938-725*	*Portion of* THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLANS 12680, 22025 AND VIP72297 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Scout Camp and Piercy Road (Map B-3 Part 2j)	PID: 001-540-858	LOT 1, SECTION 16, TOWNSHIP 9, COMOX DISTRICT, PLAN 42084, EXCEPT PART IN PLAN VIP70738
	PID: 028-597-052*	*Portion of* LOT A SECTION 16 TOWNSHIP 9 COMOX DISTRICT PLAN EPP10607 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to exclude Submerged Lands. PID will change.)*
	N/A (road to be closed)*	*Portion of* THAT PART OF THE NORTH EAST 1/4 OF SECTION 16 SHOWN AS ROAD ON PLAN 42084 AND PLAN 42015, TO BE CLOSED AND TITLE RAISED *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*

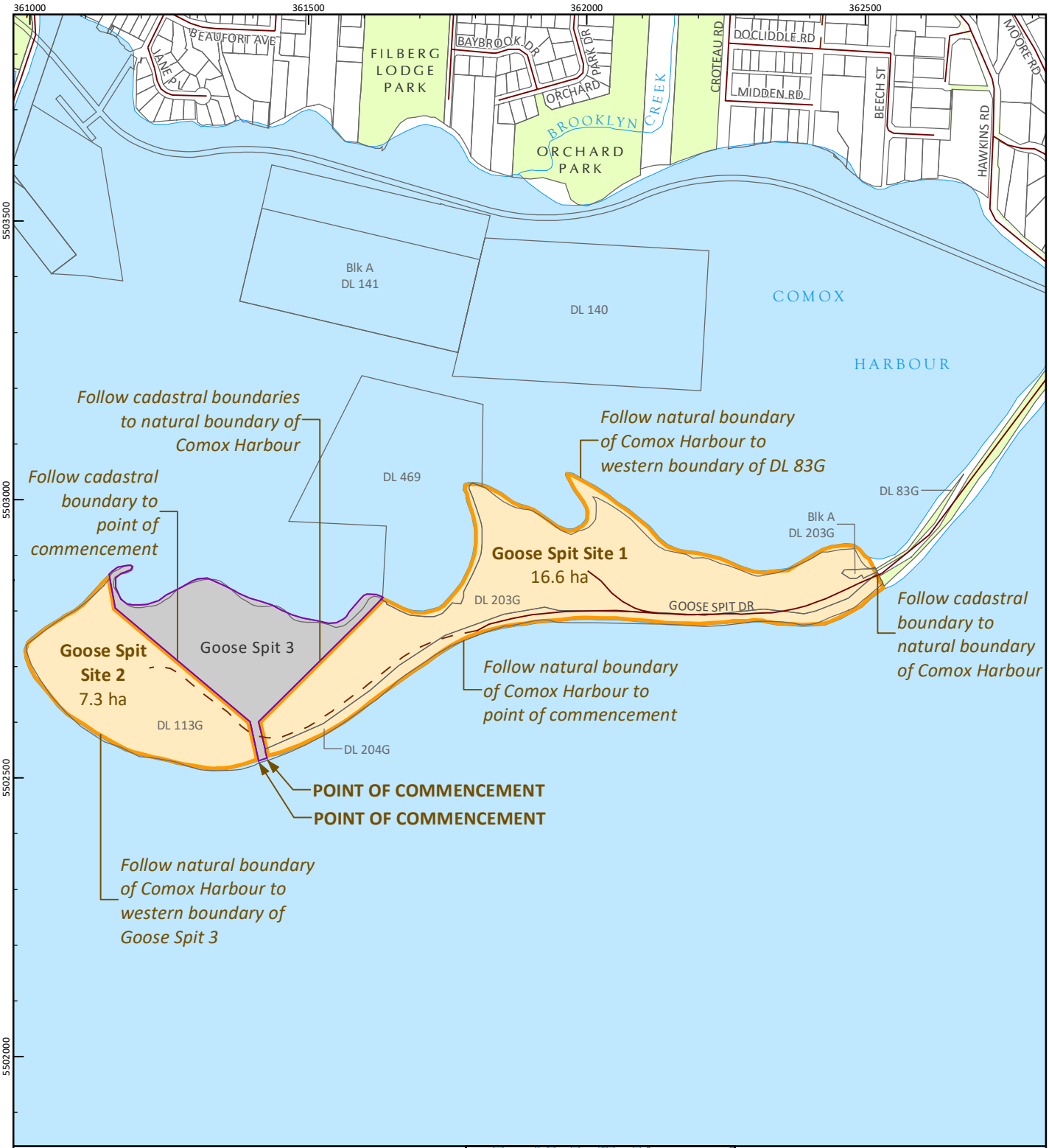
Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
Browns River (Map B-3 Part 2k)	PID: 008-937-257*	*Portion of* PARCEL A (DD 19518I) OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THE FRACTIONAL NORTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW; EXCEPT THE FRACTIONAL SOUTH WEST 1/4 OF THE FRACTIONAL NORTH WEST 1/4; AND EXCEPT THAT PART IN PLANS 12680 AND VIP72297 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 008-938-725*	*Portion of* THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART IN PLANS 12680, 22025 AND VIP72297 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 003-378-292	LOT 4, SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 22025 EXCEPT PART IN PLAN VIP72297
	PIN: 90089423	PART LYING SOUTH OF BROWN'S RIVER, OF NW 1/4, SECTION 15, TOWNSHIP 9, COMOX DISTRICT, EXCEPT SW 1/4, PLAN 79RW.
	PID: 008-932-069*	*Portion of* THAT PART OF THE FRACTIONAL SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G LYING SOUTH OF BROWN'S RIVER AND SHOWN OUTLINED IN RED ON PLAN 79RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	PID: 008-925-313	THAT PART OF THE FRACTIONAL NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G SHOWN OUTLINED IN RED ON PLAN 510 RW EXCEPT THAT PART IN PLANS 12680 AND VIP72297

Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
Hornby Island (Map B-3 Part 2l)	PIN: 787260*	*Portion of* SECTION 11, HORNBY ISLAND, NANAIMO DISTRICT *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Gravelly Bay (Map B-3 Part 2m)	PID: 009-704-175	THAT PART OF THE NORTH WEST 1/4 OF SECTION 2, DENMAN ISLAND, NANAIMO DISTRICT: COMMENCING AT A POINT DISTANT 272.1 FEET SOUTH AND 347.4 FEET EAST FROM THE MOST NORTHERLY POST IN THE WEST BOUNDARY OF SAID SECTION 2; THENCE SOUTH 1 DEGREE EAST FOR 47.1 FEET; THENCE SOUTH 50 DEGREES 27 MINUTES WEST FROM 189.7 FEET; THENCE SOUTH 51 DEGREES 51 MINUTES EAST FOR 70.8 FEET; THENCE NORTH 50 DEGREES 27 MINUTES EAST FOR 202.3 FEET; THENCE NORTH 1 DEGREE WEST FOR 121.1 FEET MORE OR LESS TO THE SHORE LINE OF LAMBERT CHANNEL; THENCE SOUTH WESTERLY ALONG SAID SHORE LINE TO AN INTERSECTION WITH A LINE DRAWN NORTH 1 DEGREE WEST FROM THE POINT OF COMMENCEMENT; THENCE SOUTH 1 DEGREE EAST FROM 13 FEET MORE OR LESS TO THE POINT OF COMMENCEMENT AS SHOWN OUTLINED IN RED ON PLAN 589R EXCEPT PART IN PLAN EPP32457
DL 50 (Map B-3 Part 2n)	PID: 013-435-591*	*Portion of* DISTRICT LOT 50 NELSON DISTRICT EXCEPT PARTS IN PLANS 5329, 11329, 13941, 16134, 16261 AND 17113 *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
H'kusam (Map B-3 Part 2o)	N/A*	*Portion of UNSURVEYED CROWN LAND ADJACENT TO IR SALMON RIVER 1, SAYWARD DISTRICT (*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Salmon River (Map B-3 Part 2p)	PID: 009-999-001	THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 6, SAYWARD DISTRICT, EXCEPT PARTS IN PLANS 287RW AND 11374

Former Provincial Crown Lands Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PIN: 1306700*	*Portion of* SECTION 27, TOWNSHIP 6, SAYWARD DISTRICT *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
	N/A*	*Portion of UNSURVEYED CROWN LAND SITUATED IN THE SOUTH OF SECTION 33, TOWNSHIP 6, SAYWARD DISTRICT (*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Jáji7em & Kw'ulh (Map B-3 Part 2q)	PID: 001-553-470	SECTION 32 NANAIMO DISTRICT
	PID: 001-553-542	SECTION 33 NANAIMO DISTRICT
	PID: 001-553-569	SECTION 34 NANAIMO DISTRICT
Pentledge 2 Rail Corridor (Map B-3 Part 2r)	PIN: 402860*	*Portion of* DISTRICT LOT 85G, COMOX DISTRICT *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*
Pentledge 2 Expansion Lands (Map B-3 Part 2s)	N/A	Portion of Condensory Road outlined in green on Plan VIP37893 except that portion within the area on Plan VIP37RW



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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

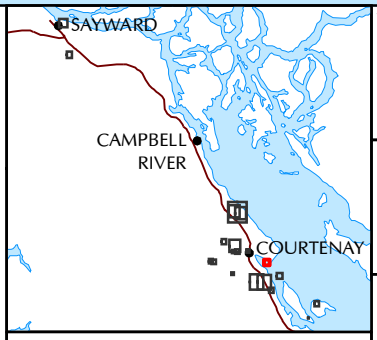
N

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres



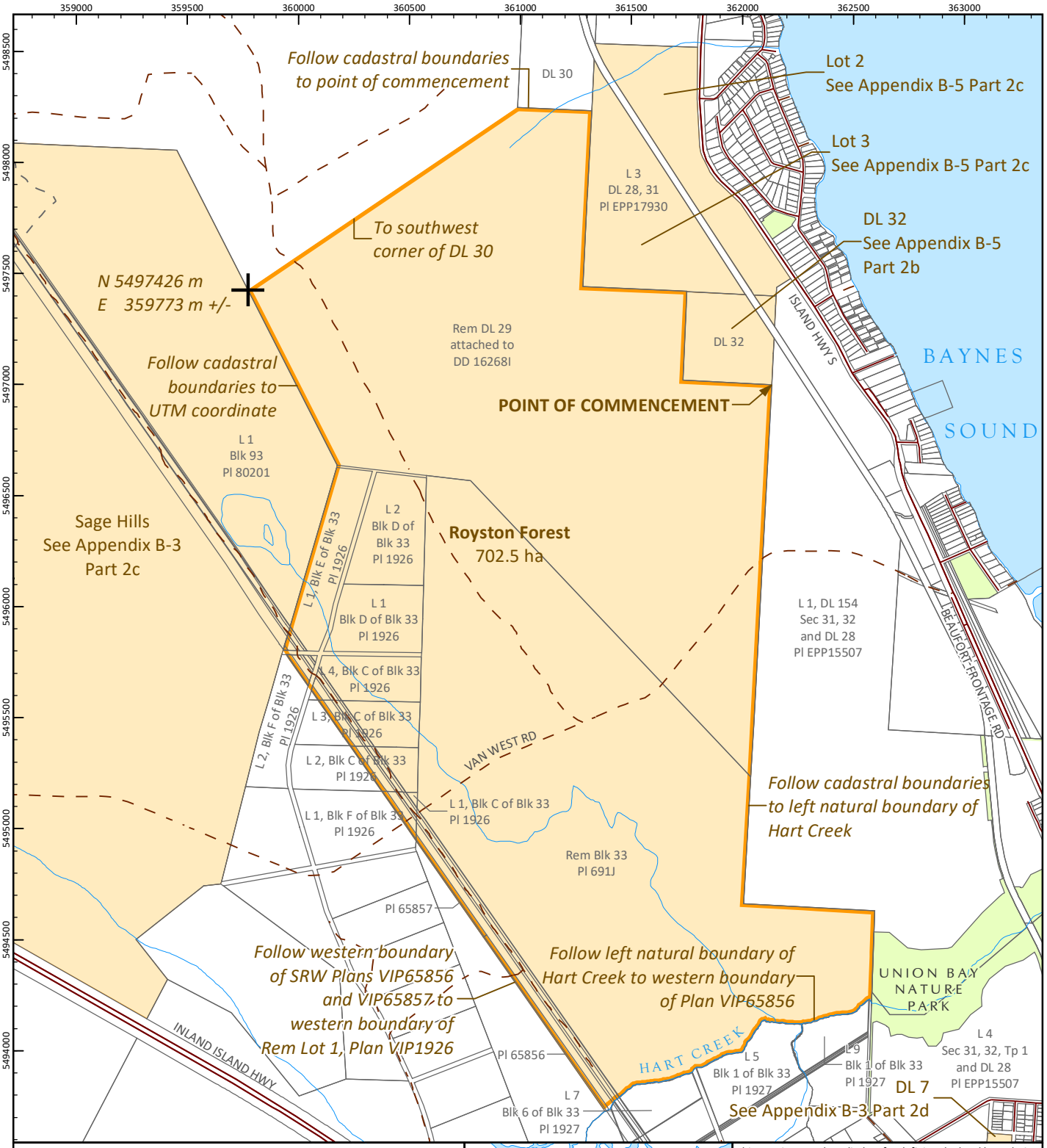
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Site 1 - Southeast corner of Goose Spit 3, Comox District, thence clockwise
Site 2 - Southwest corner of Goose Spit 3, Comox District, thence clockwise

Appendix B-3 Part 2a
Former Provincial Crown Lands
Goose Spit Site 1 and Goose Spit Site 2

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



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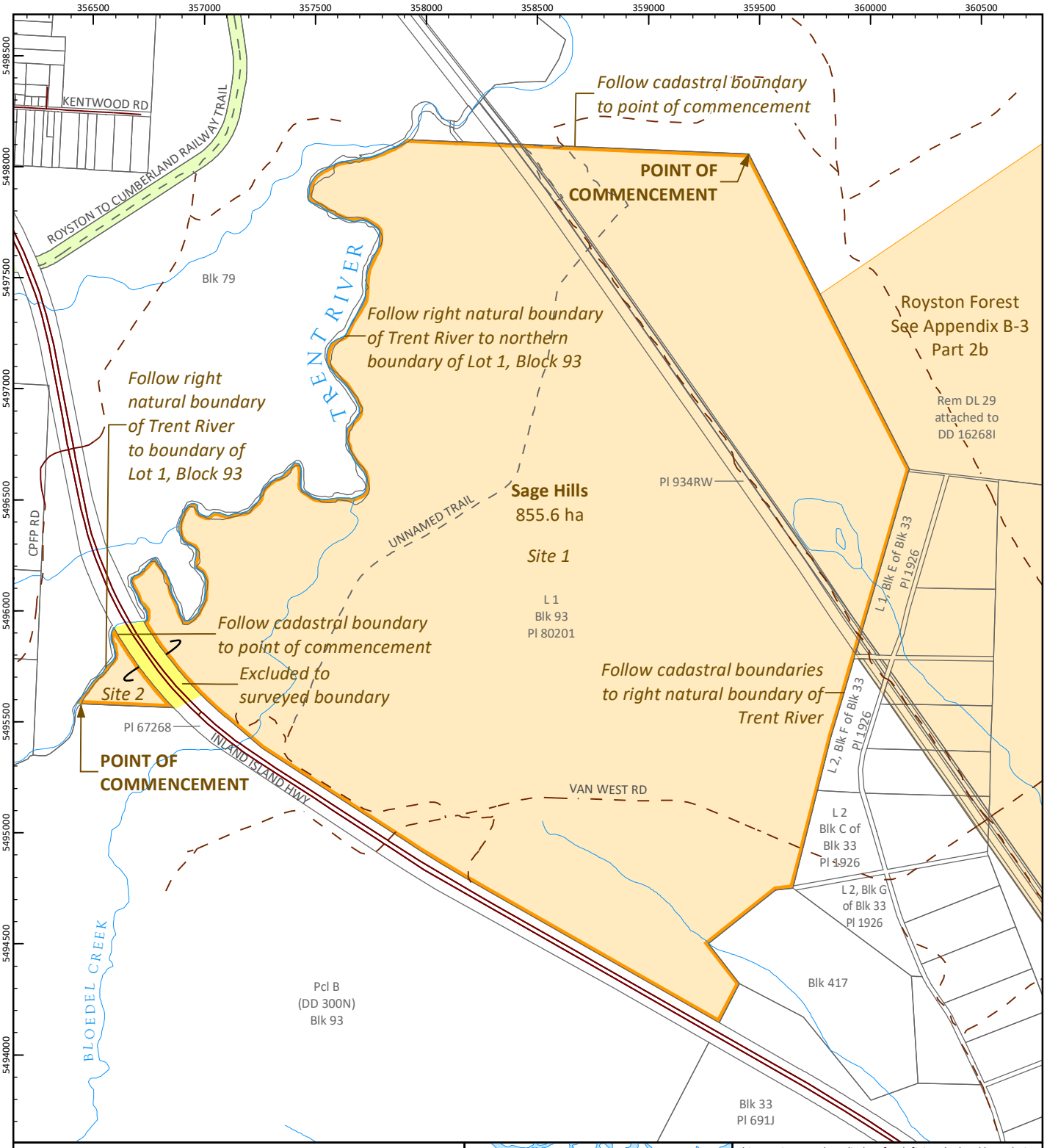
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Southeast corner of DL 32, Nelson District, thence clockwise

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2b
Former Provincial Crown Lands
Royston Forest

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



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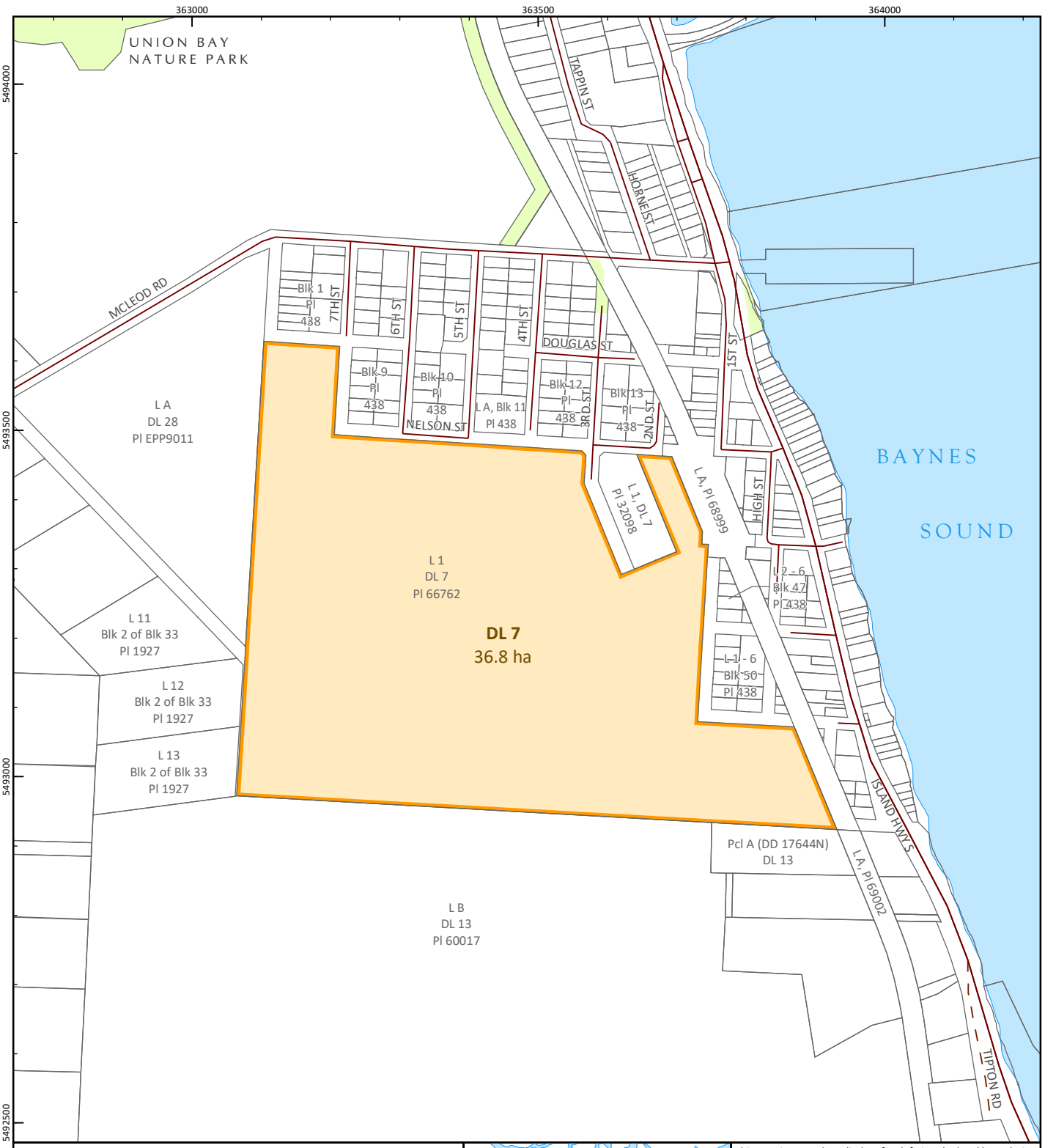
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Site 1 - Northeast corner of Lot 1 Block 93, Nelson District, Plan VIP80201, thence clockwise
Site 2 - Southern boundary of Lot 1, Block 93, Nelson District, Plan VIP80201 at right natural boundary of Trent River, thence clockwise

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2c
Former Provincial Crown Lands
Sage Hills

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

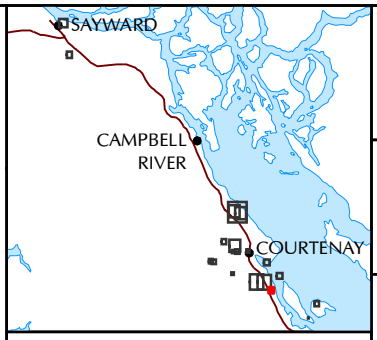
N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 160

Metres



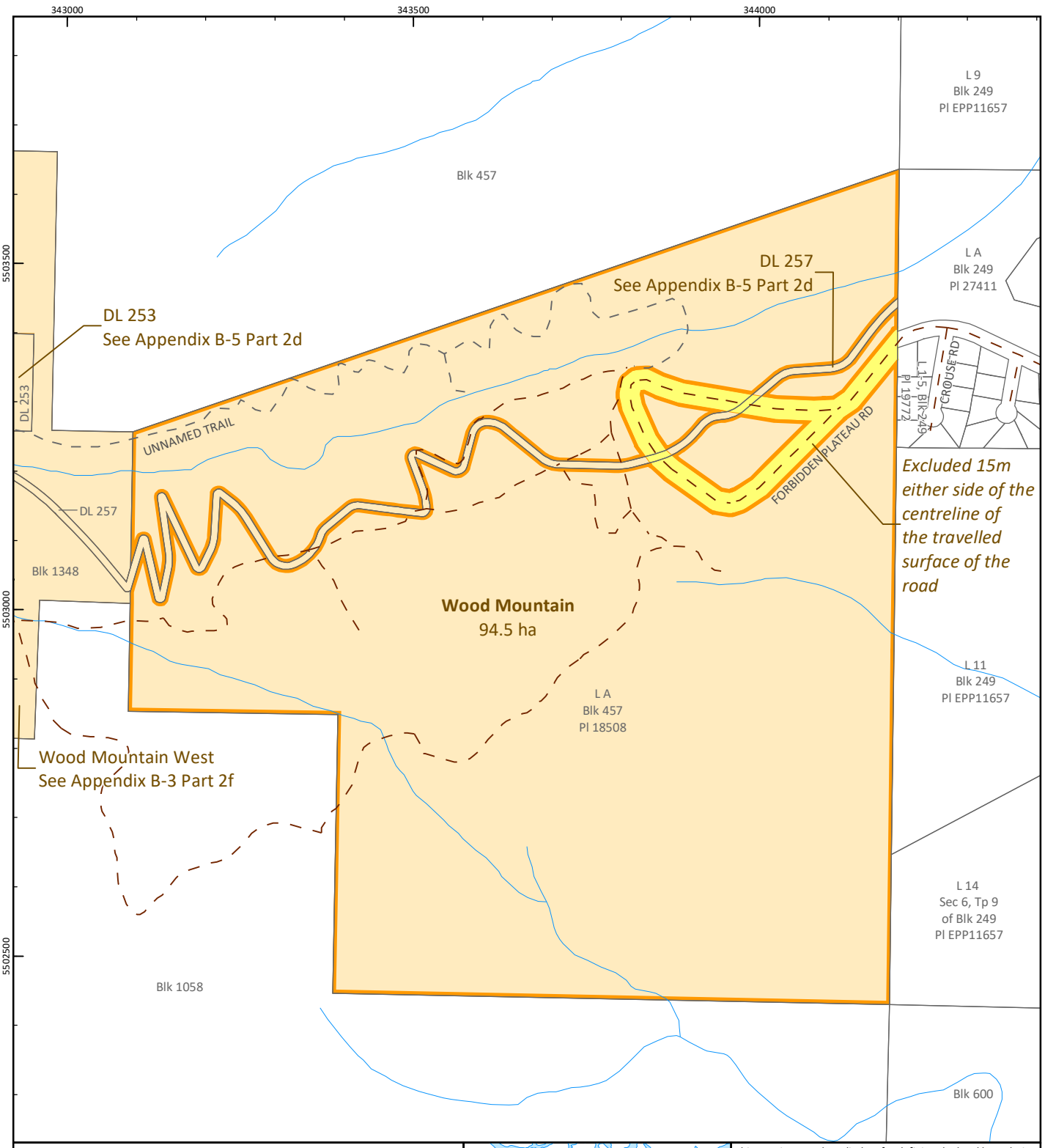
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2d
Former Provincial Crown Lands
DL 7

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

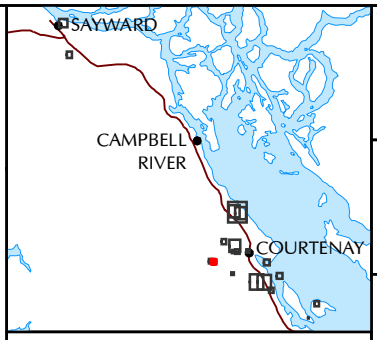
N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 160

Metres



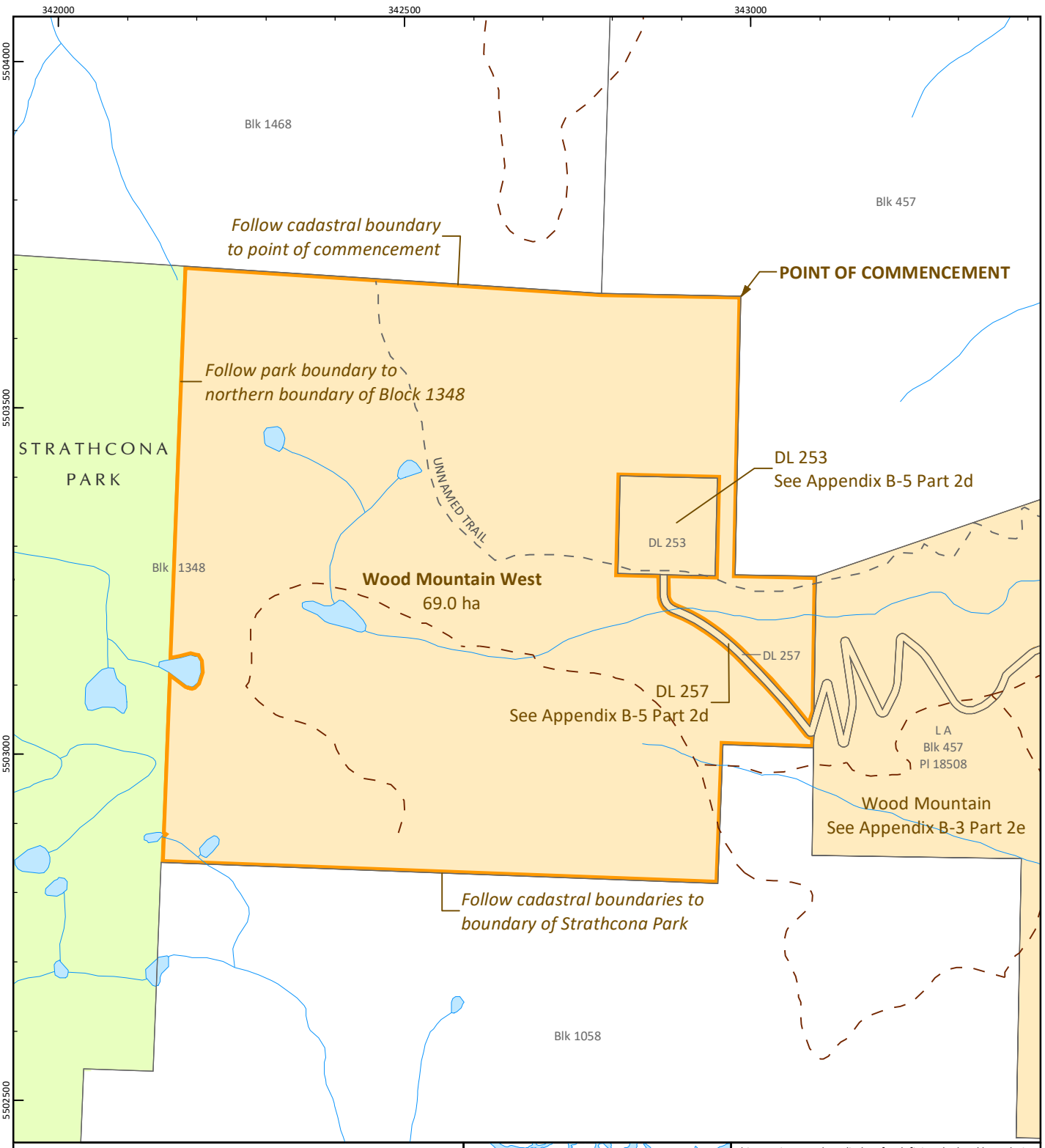
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2e
Former Provincial Crown Lands
Wood Mountain

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

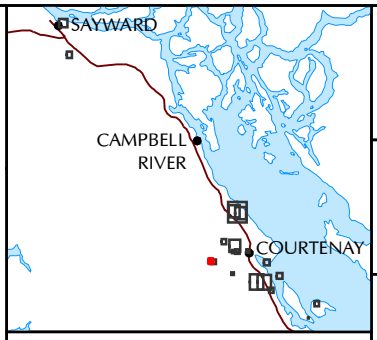
N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 160

Metres



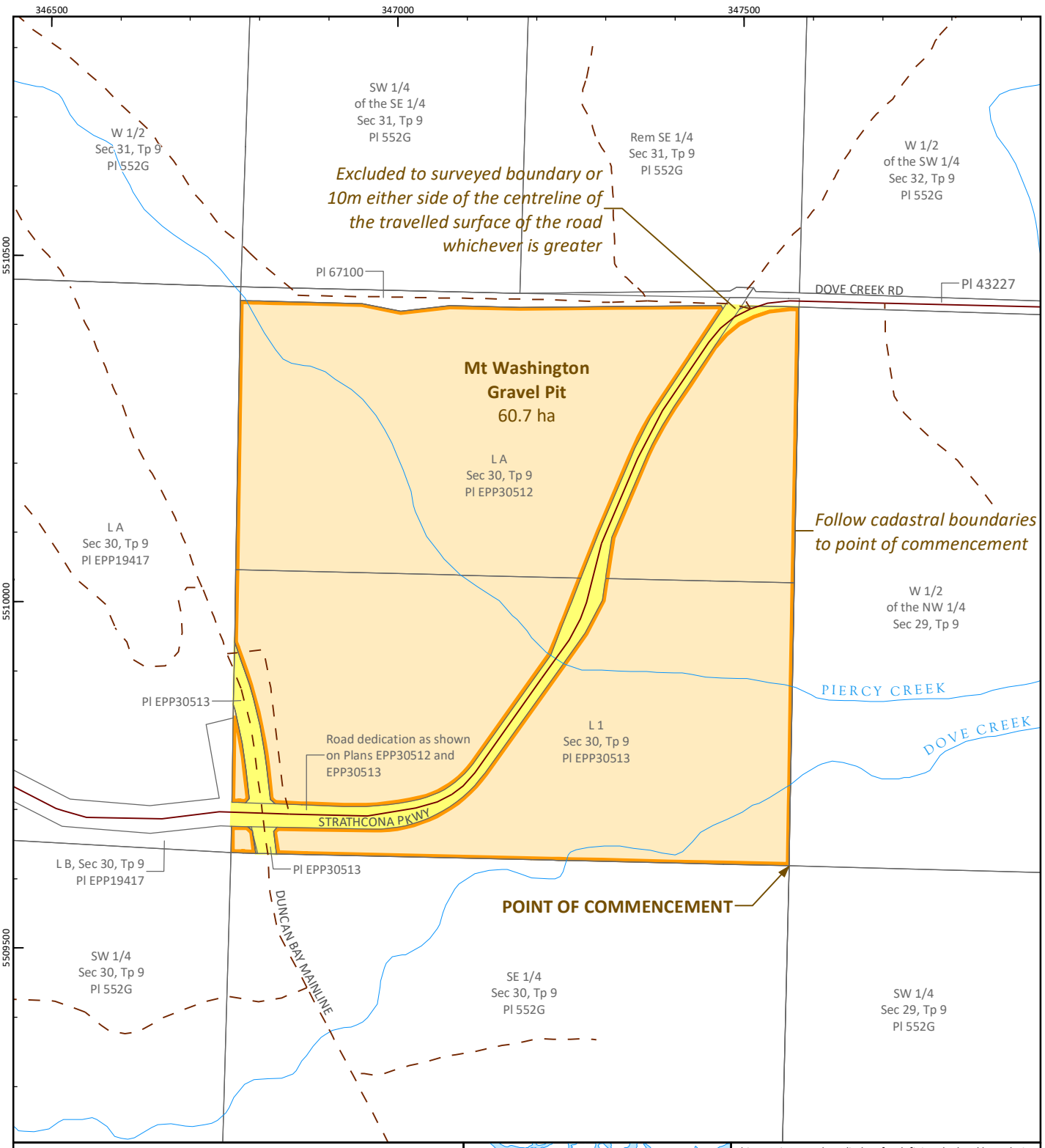
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northeast corner of Block 1348, Comox District, thence clockwise

Appendix B-3 Part 2f
Former Provincial Crown Lands
Wood Mountain West

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

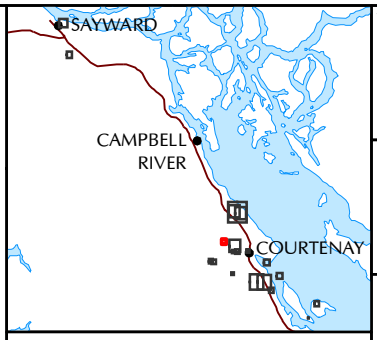
N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 160

Metres



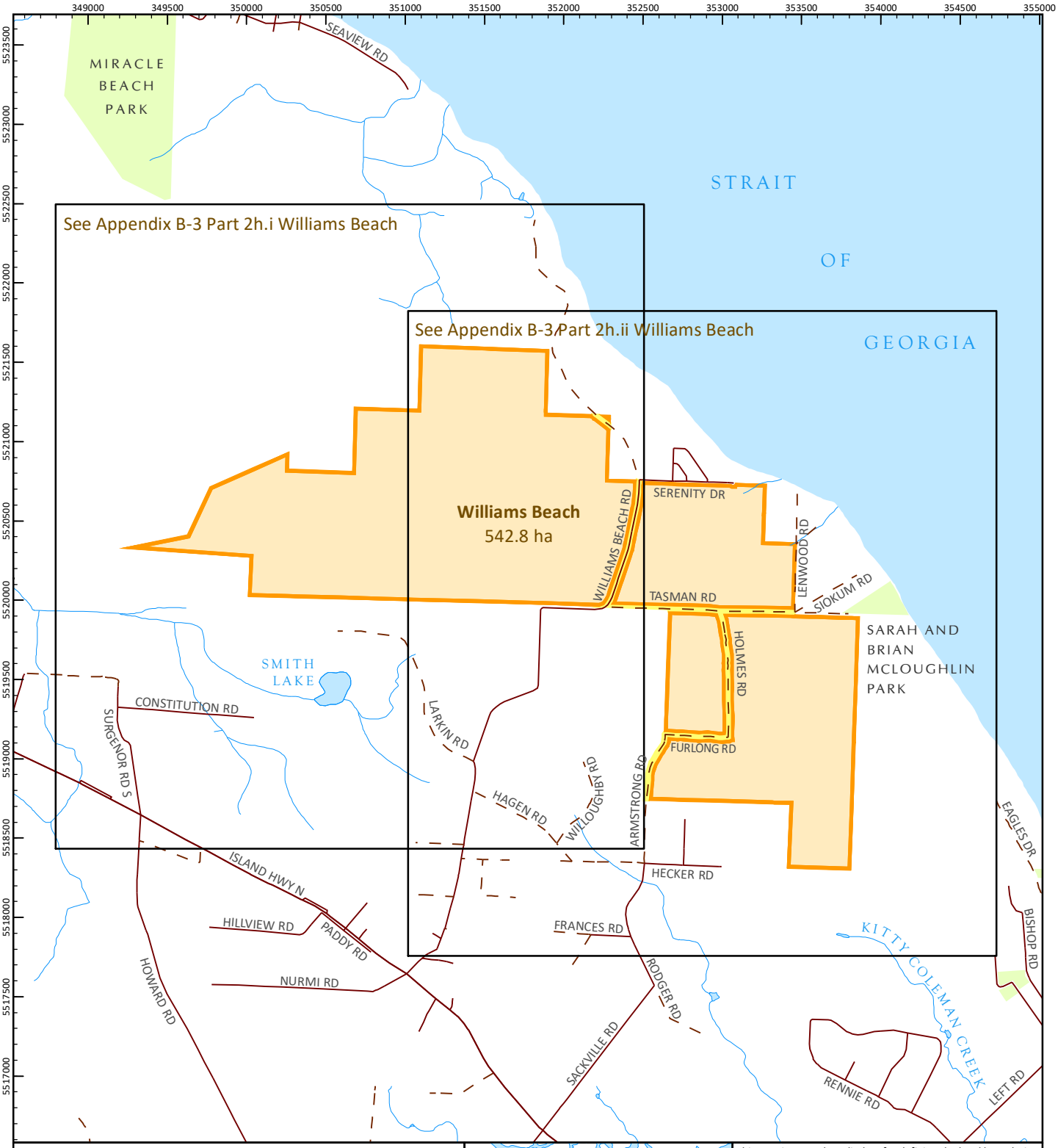
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Southeast corner of Lot 1, Section 30, Township 9, Comox District, thence clockwise

Appendix B-3 Part 2g
Former Provincial Crown Lands
Mt Washington Gravel Pit

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

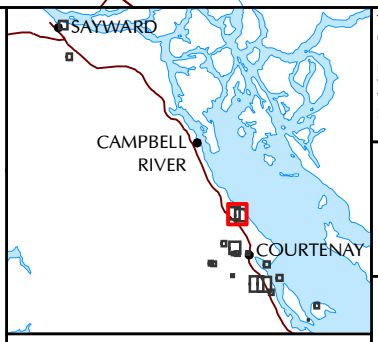
N

1:35,000

Ratio scale correct when printed at 8.5" x 11"

0 700

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

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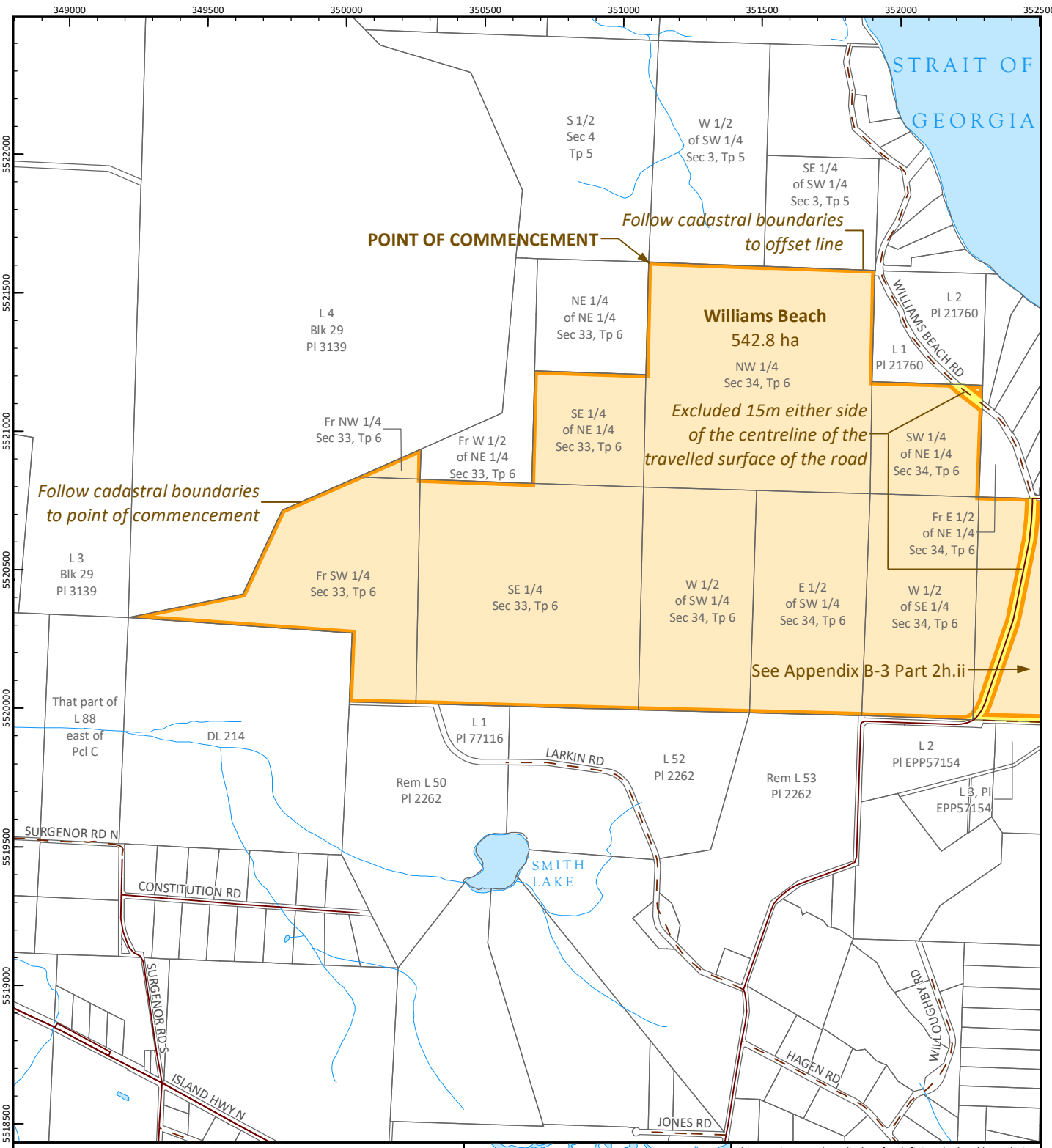
POINT OF COMMENCEMENT
See Appendix B-3 Part 2h.i

Appendix B-3 Part 2h
Former Provincial Crown Lands
Williams Beach
Index

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



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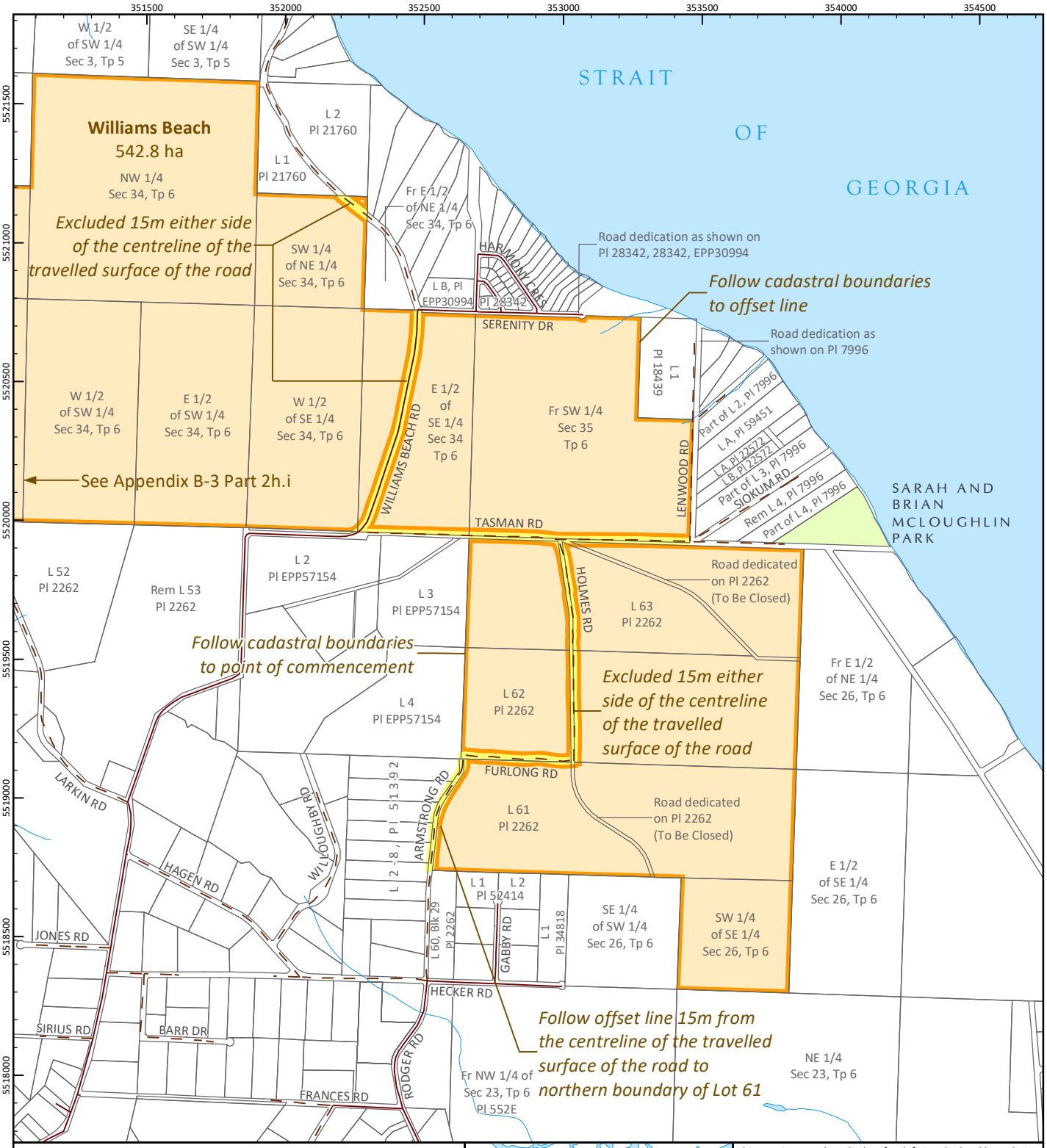
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northwest corner of North West 1/4, Section 34, Township 6, Comox District, thence clockwise

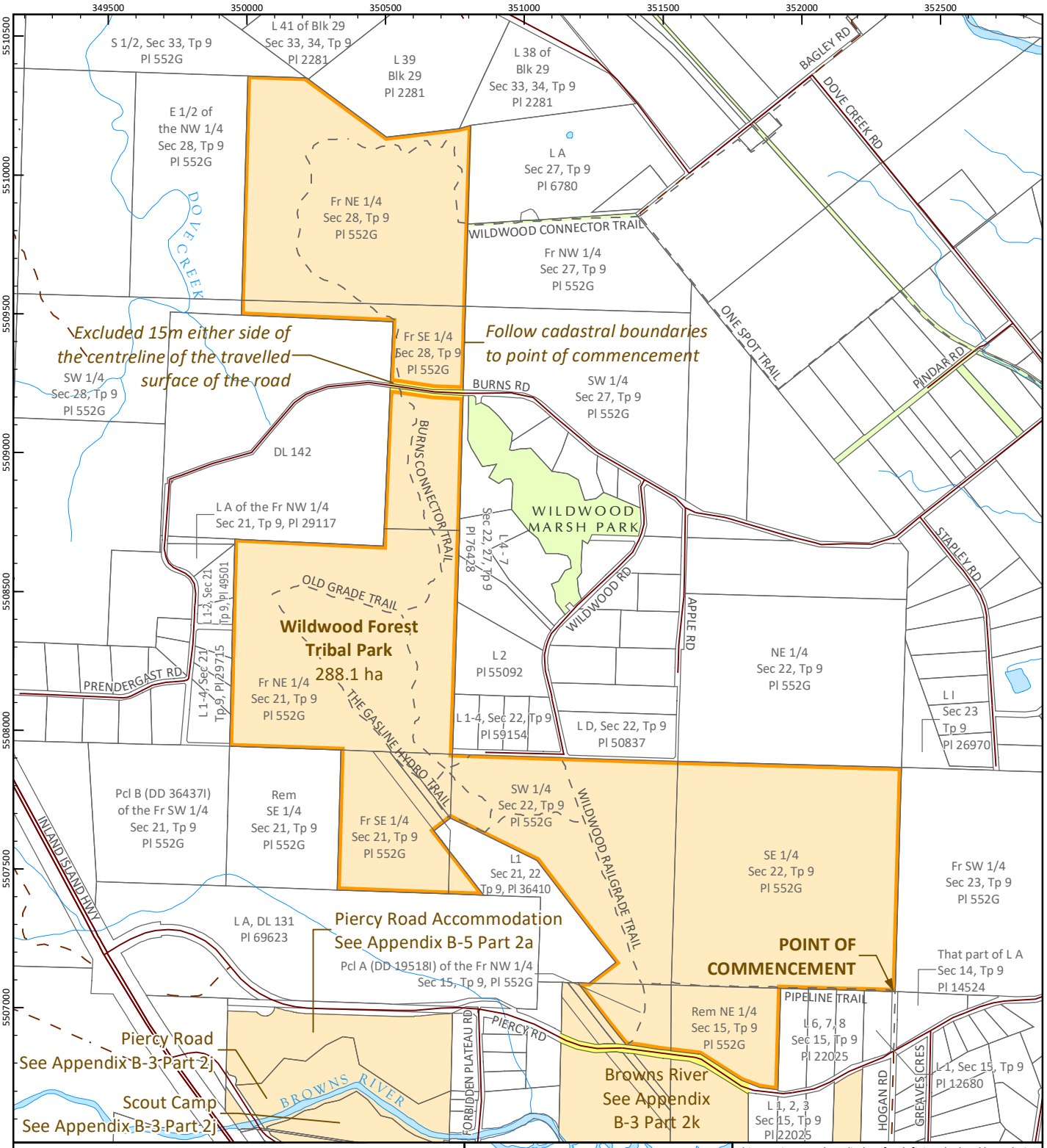
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2h.i
Former Provincial Crown Lands
Williams Beach

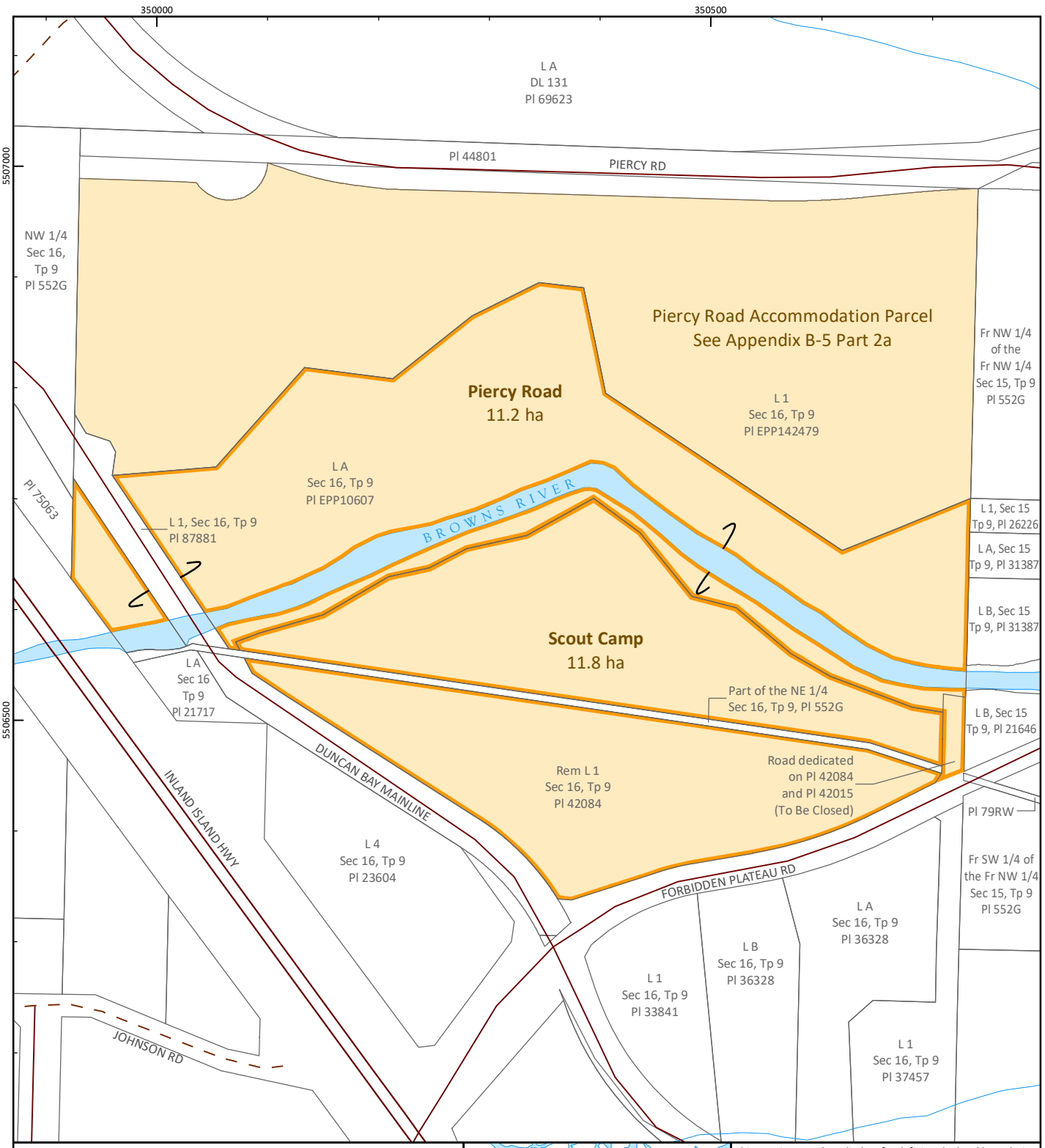
Note: The Parties will update the Appendices before the Effective Date



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



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



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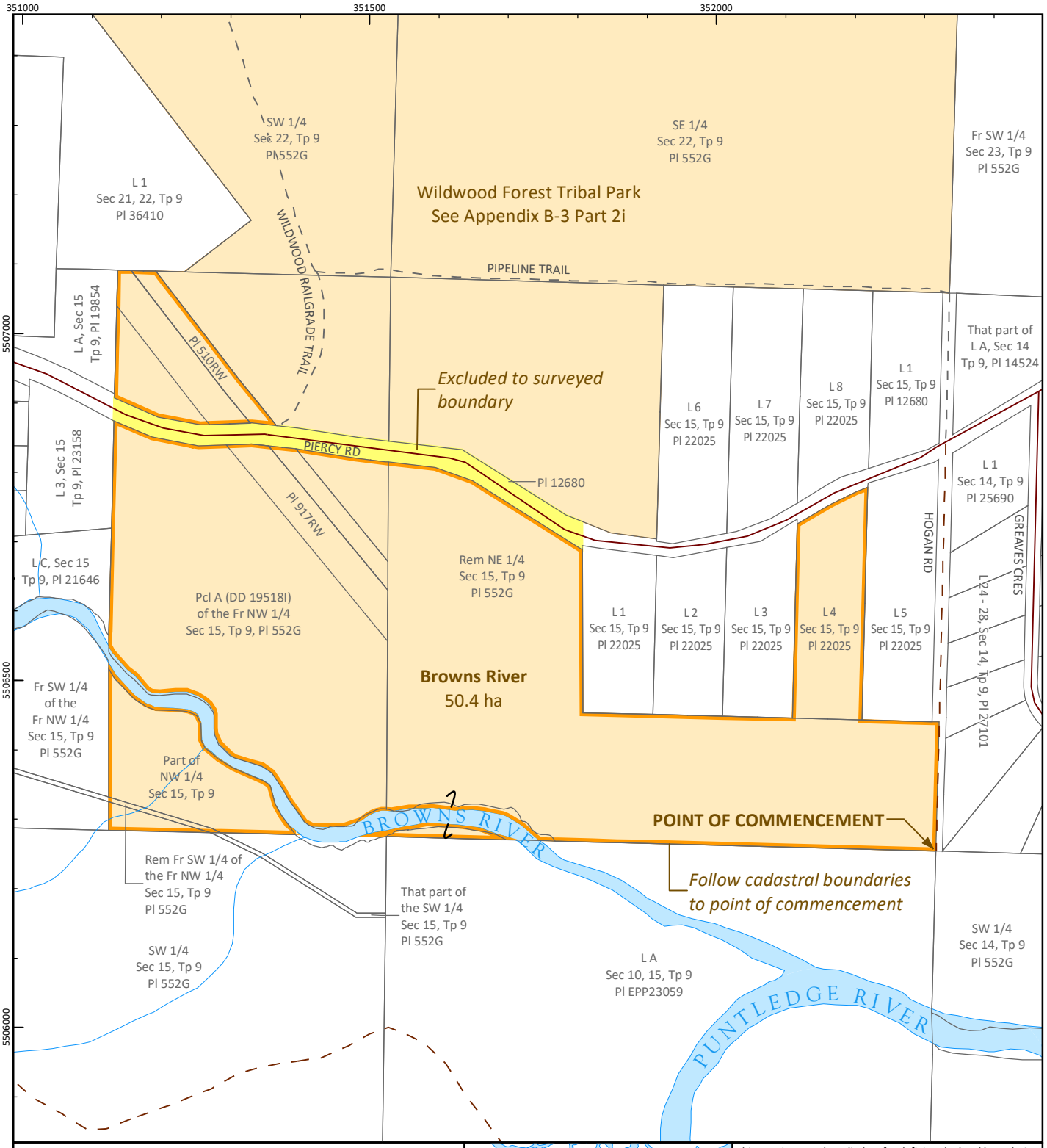
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

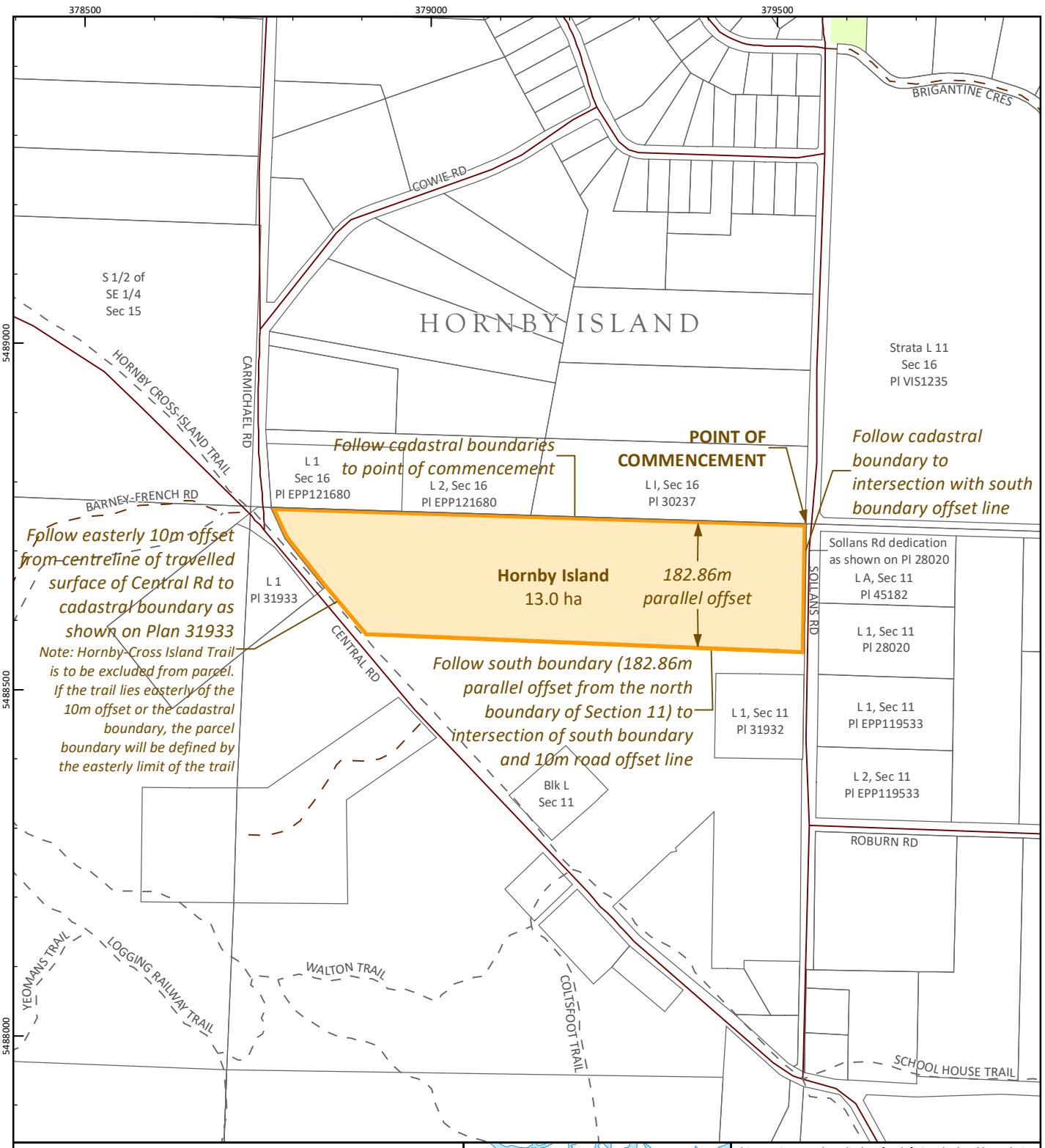
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2j
Former Provincial Crown Lands
Scout Camp and Piercy Road

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



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



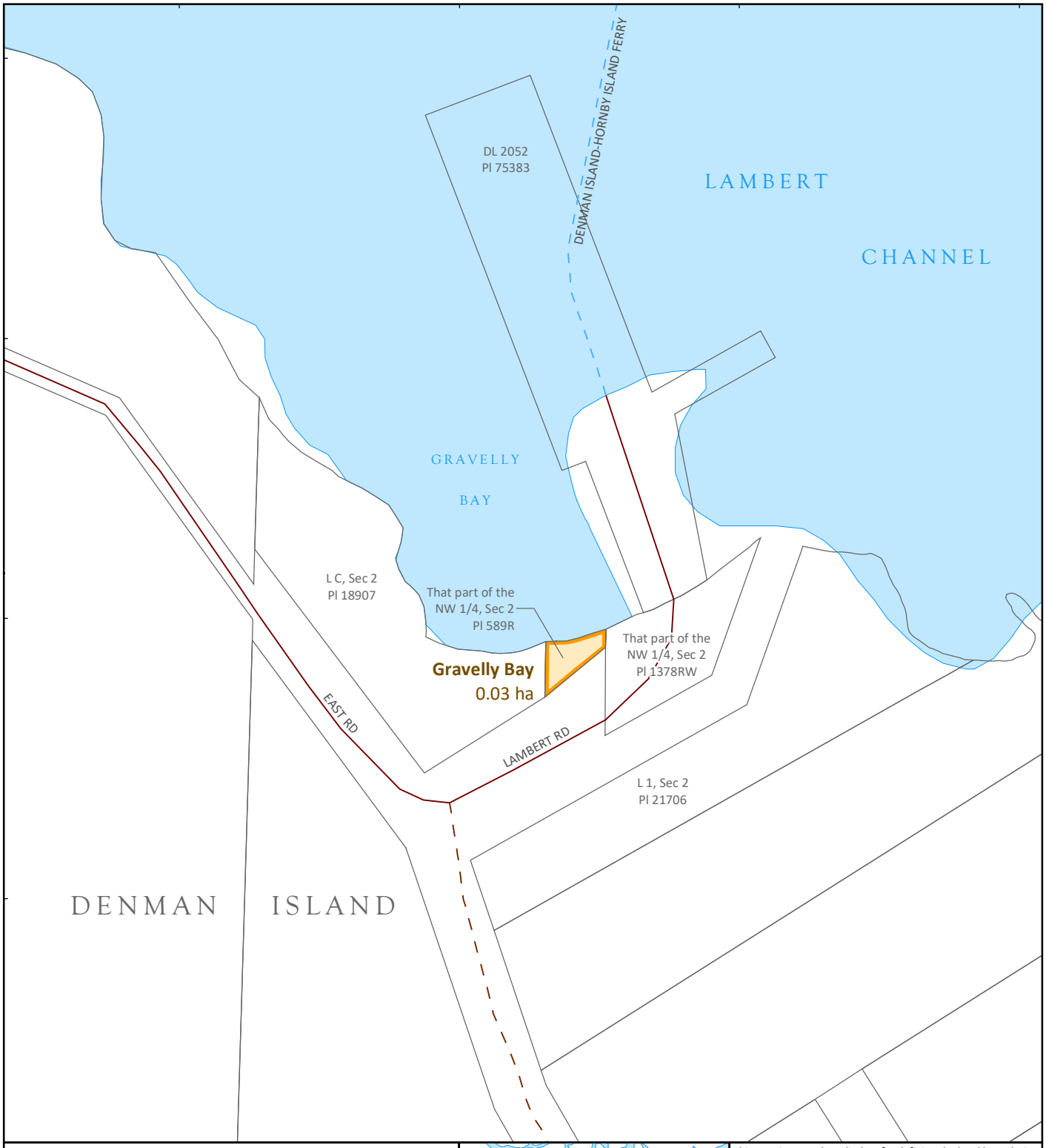
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Intersection of north boundary of Section 11 and west boundary of Sollans Rd, thence clockwise

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2l
Former Provincial Crown Lands
Hornby Island

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

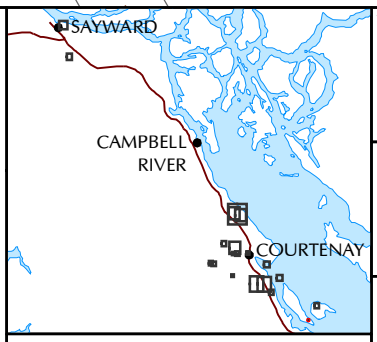
N

1:2,000

Ratio scale correct when printed at 8.5" x 11"

0 40

Metres



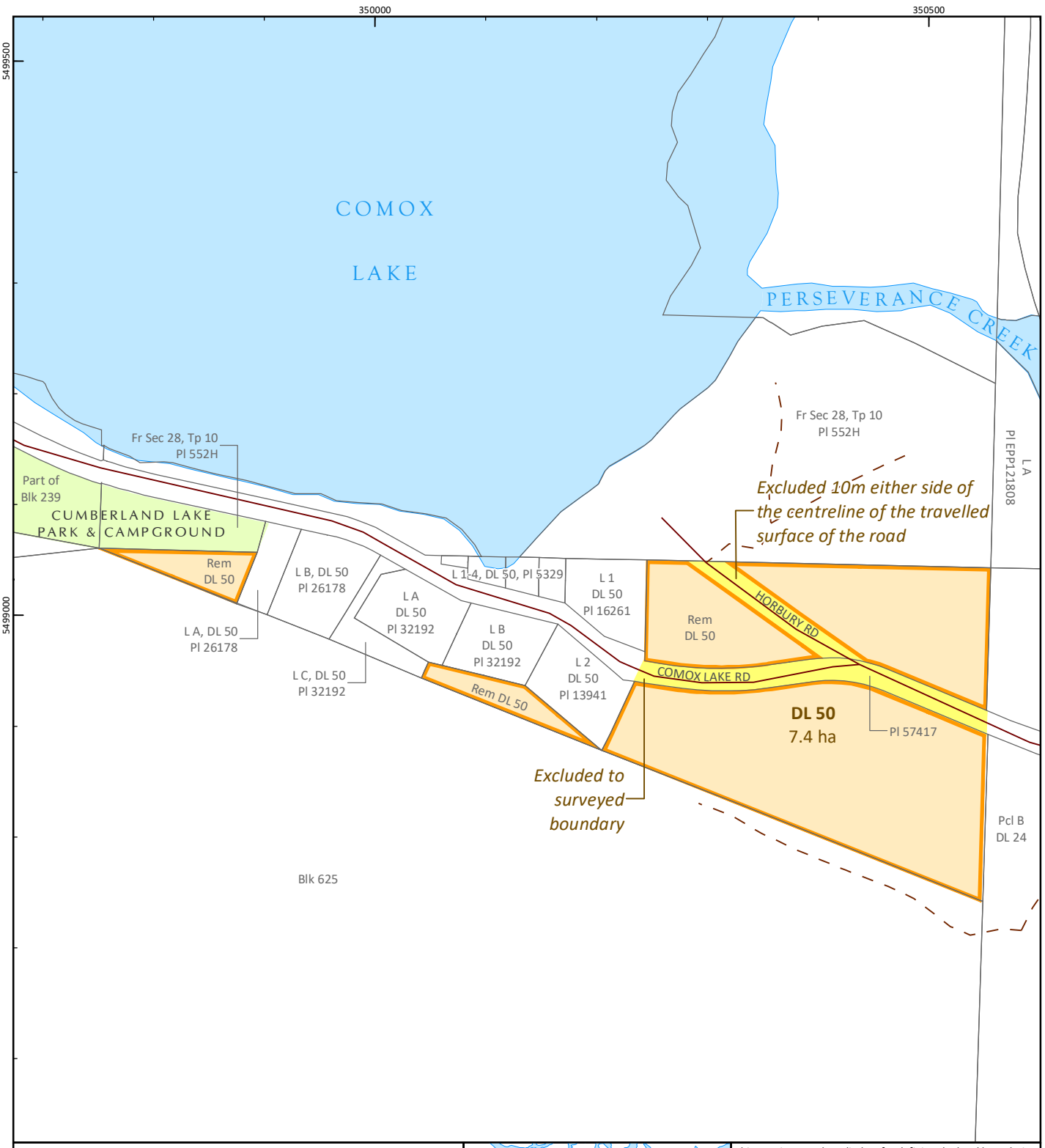
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2m
Former Provincial Crown Lands
Gravelly Bay

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

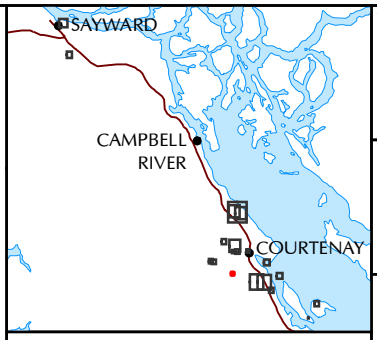
N

1:5,000

Ratio scale correct when printed at 8.5" x 11"

0 100

Metres



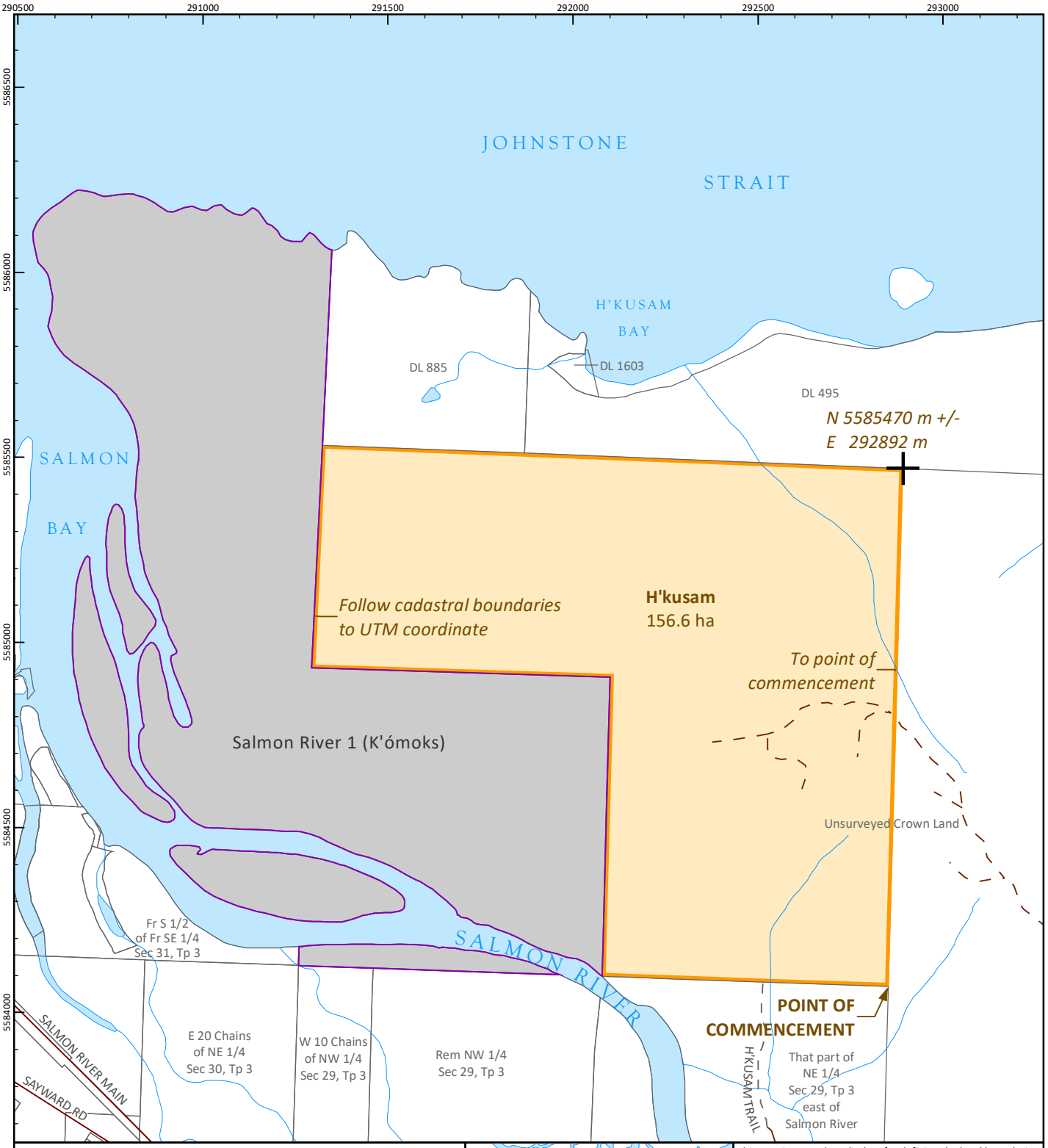
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2n
Former Provincial Crown Lands
DL 50

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

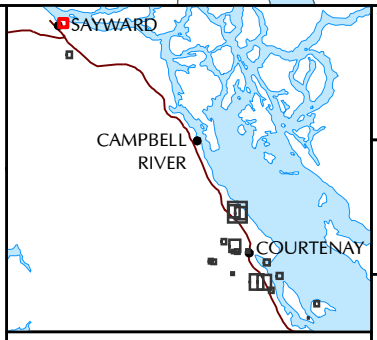
N

1:15,000

Ratio scale correct when printed at 8.5" x 11"

0 300

Metres



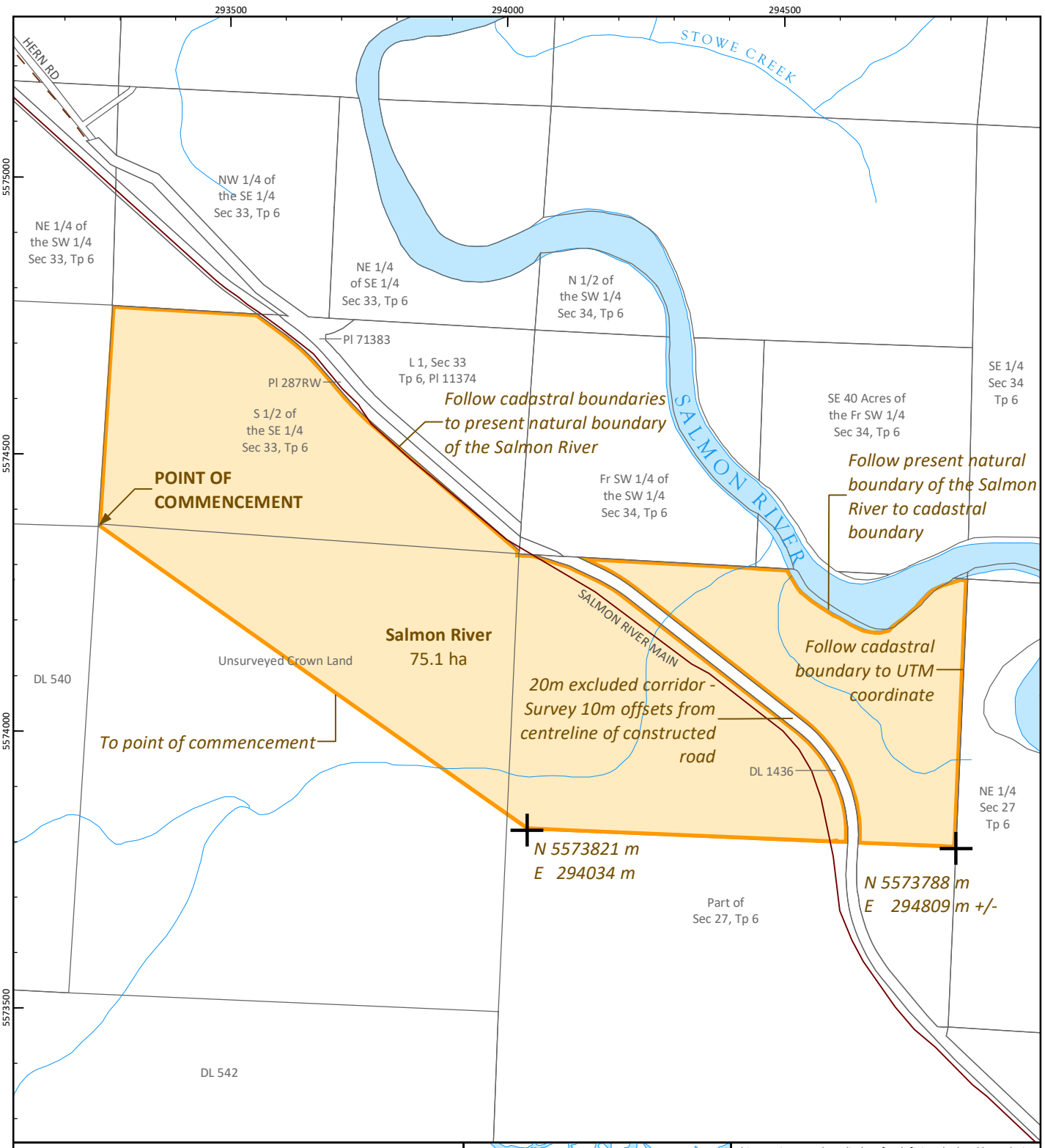
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northeast corner of North East 1/4, Section 29, Township 3, Sayward District, thence clockwise

Appendix B-3 Part 2o
Former Provincial Crown Lands
H'kusam

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



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Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northeast corner of DL 540, Sayward District, thence clockwise

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2p
Former Provincial Crown Lands
Salmon River

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

K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

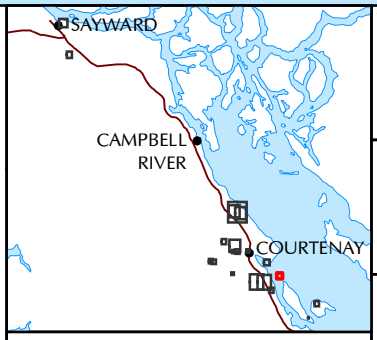
N

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
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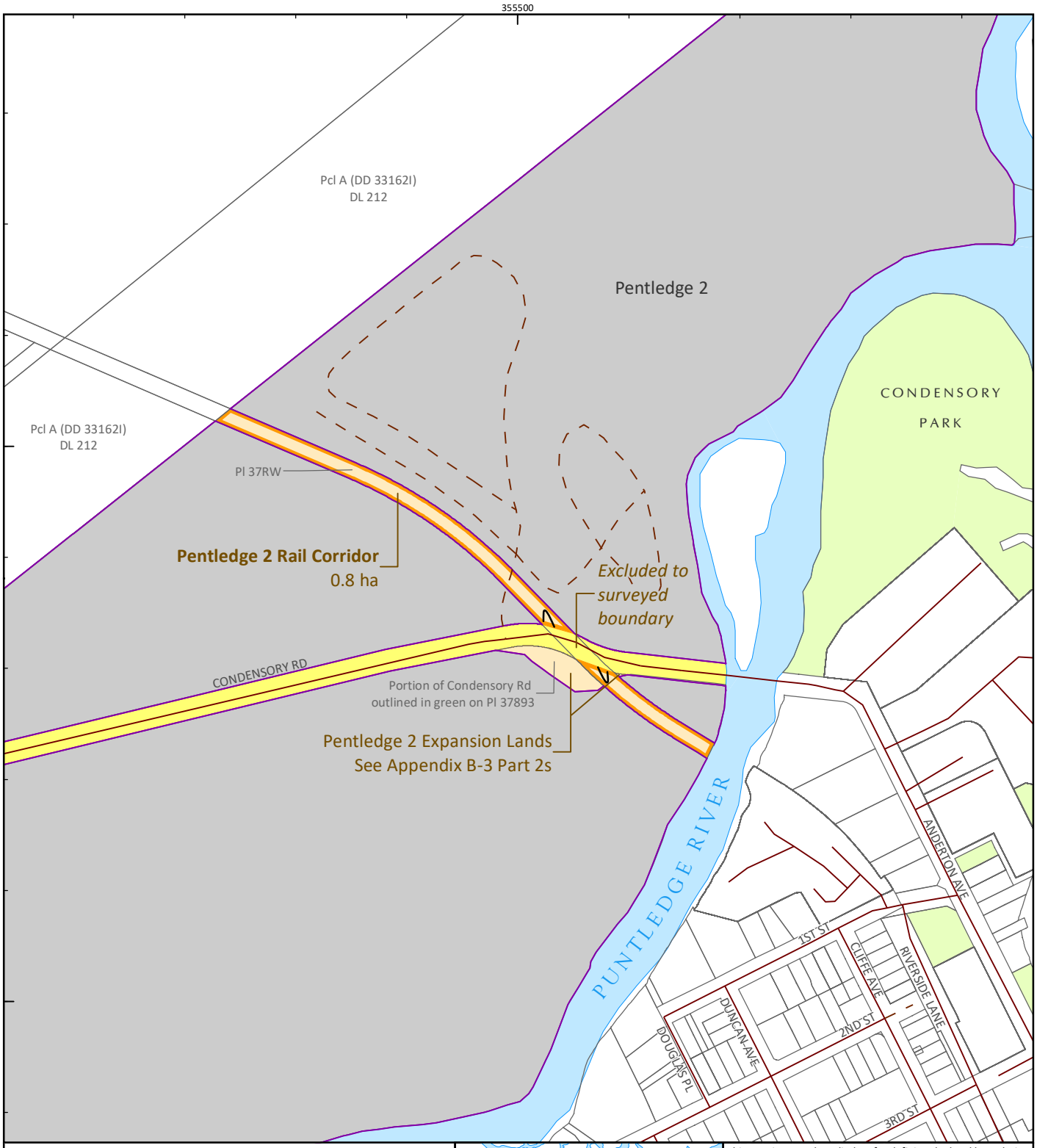
POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2q
Former Provincial Crown Lands
Jáji7em & Kw'ulh

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

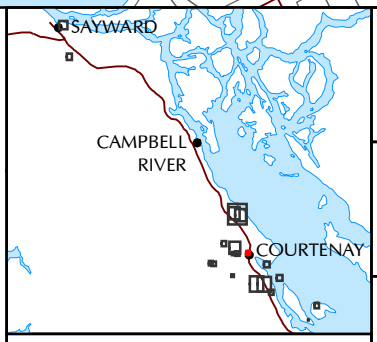
N

1:5,000

Ratio scale correct when printed at 8.5" x 11"

0 100

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

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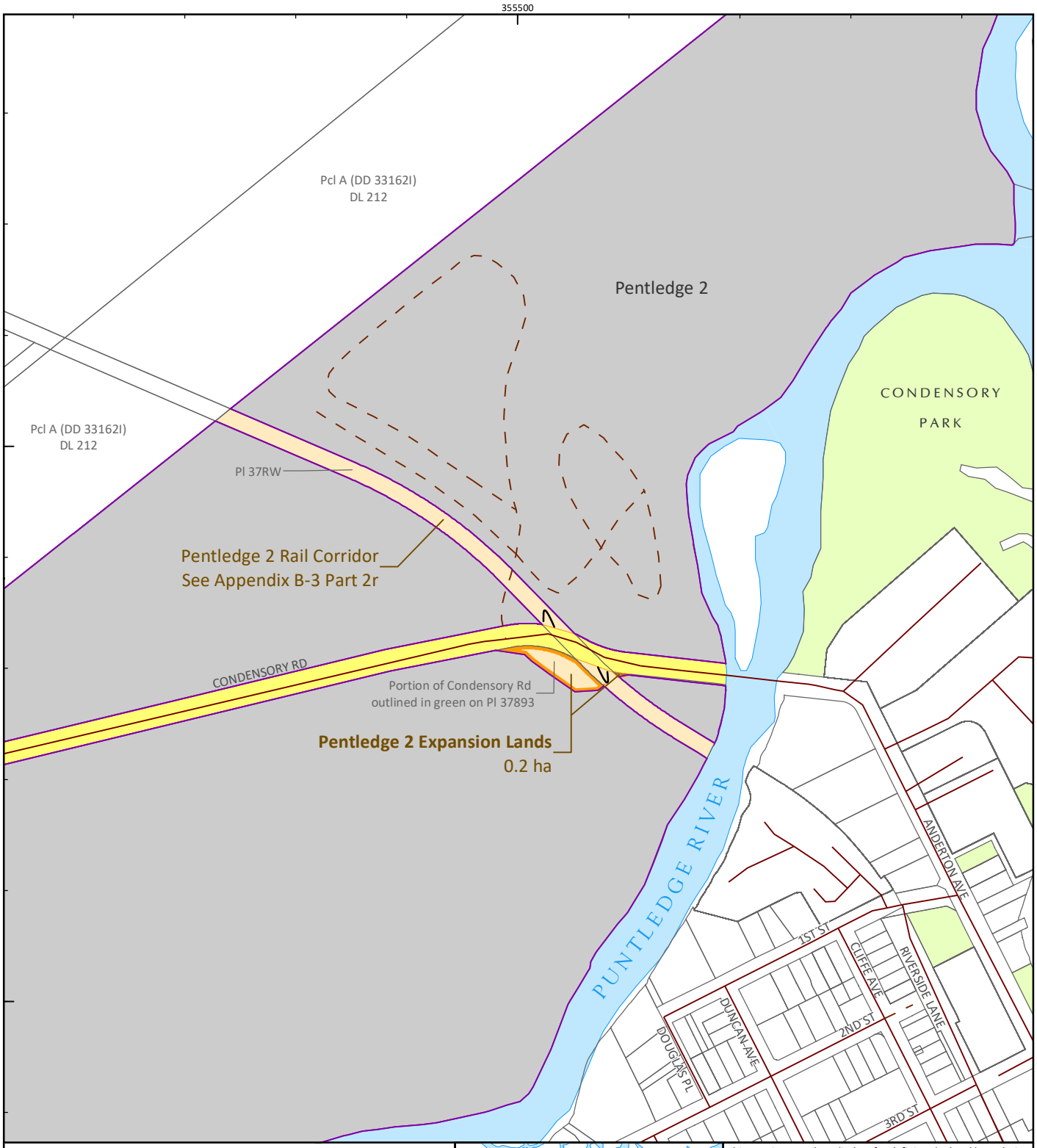
POINT OF COMMENCEMENT
Not Applicable

Appendix B-3 Part 2r
Former Provincial Crown Lands
Pentledge 2 Rail Corridor

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



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POINT OF COMMENCEMENT
Not Applicable

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix B-3 Part 2s
Former Provincial Crown Lands
Pentledge 2 Expansion Lands

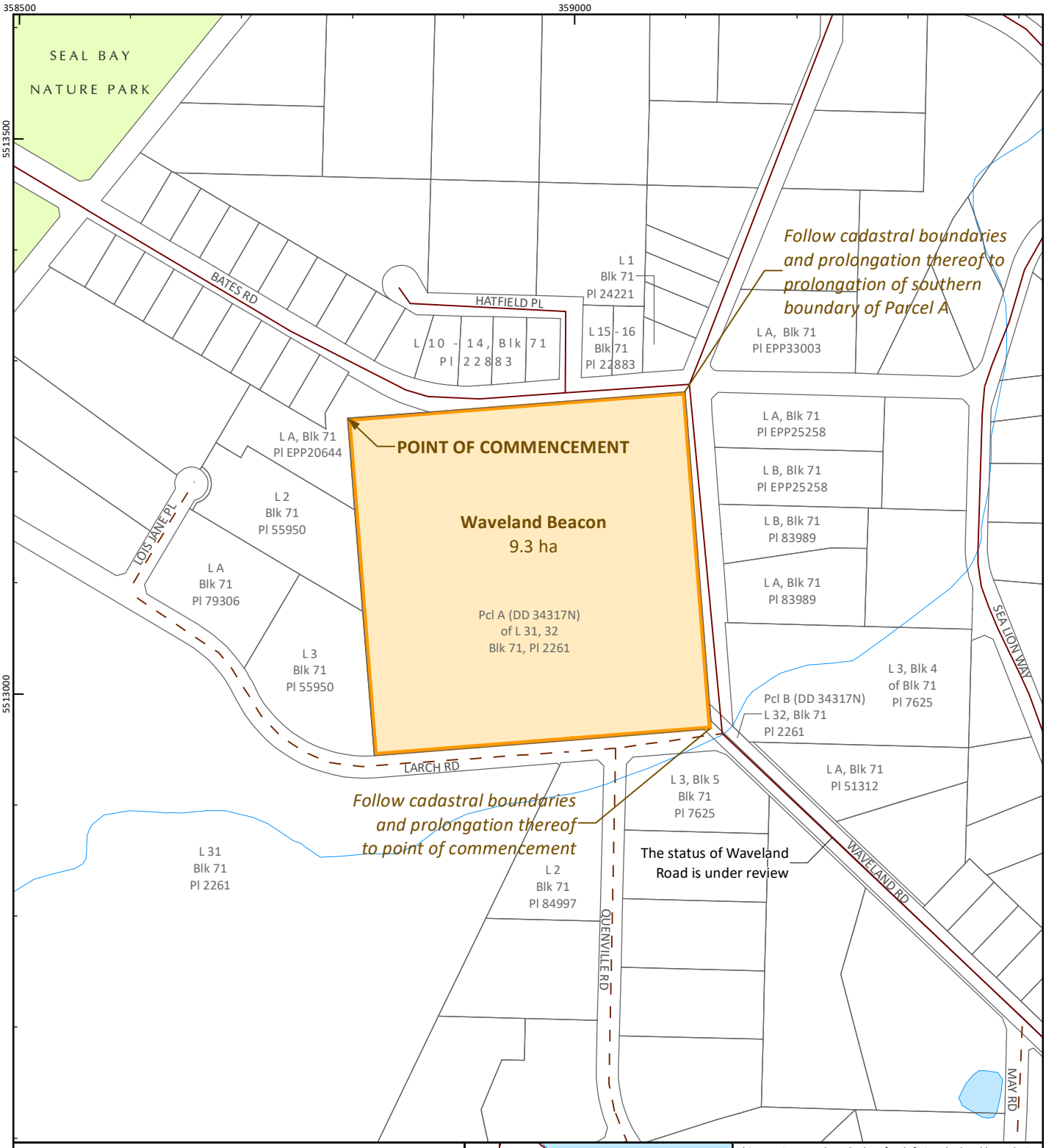
Note: The Parties will update the Appendices before the Effective Date

B-4: Former Federal Crown Land

B-4 Part 1: Land Description of Waveland Beacon

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

Former Federal Crown Land Parcel	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
Waveland Beacon (Map B-4 Part 2)	PID: 006-447-503	PARCEL A (DD 34317N) OF LOTS 31 AND 32, BLOCK 71, COMOX DISTRICT, PLAN 2261 SAVE AND EXCEPT PORTION SHOWN AS RIGHT OF WAY FOR POWER LINE AND ACCESS ROAD ON PLAN 1377 O.S.



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

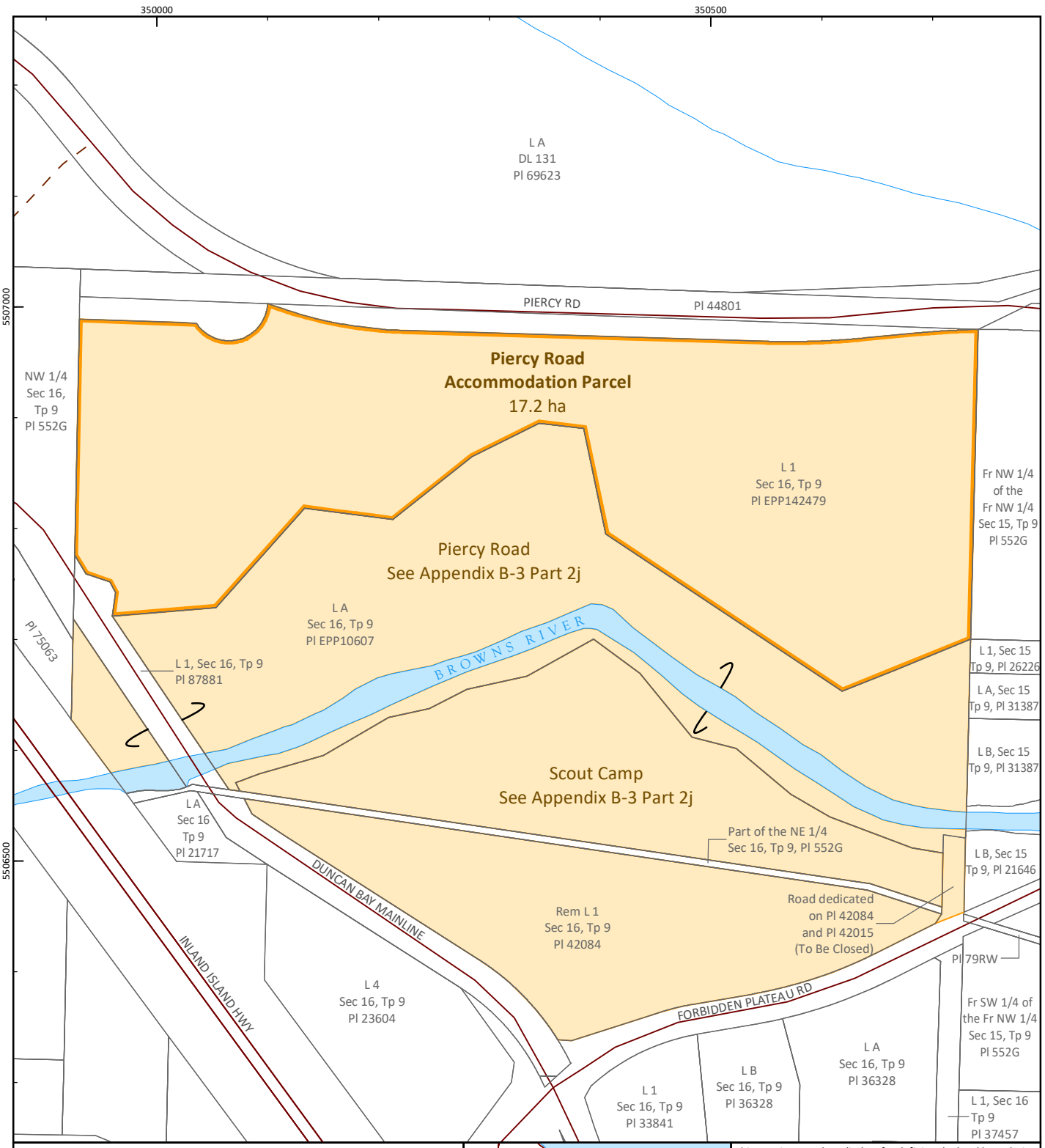
B-5: Former K'ómoks Private Fee Simple Lands

B-5 Part 1: Land Description of K'ómoks Former Private Fee Simple Lands

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

Registered Owner	**Former K'ómoks Private Fee Simple Lands**	**Parcel Identifier (PID)**	**Land Description**
Queneesh Developments Inc.	Piercy Road Accommodation Parcel (Map B-5 Part 2a)	PID: 032-558-082	LOT 1 SECTION 16 TOWNSHIP 9 COMOX DISTRICT PLAN EPP142479
K'ómoks First Nation Forestry Corporation	DL 32 (Map B-5 Part 2b)	PID: 032-446-357	LOT A DISTRICT LOT 32 NELSON DISTRICT PLAN EPP141410
K'ómoks First Nation Forestry Corporation	Lot 2 (Map B-5 Part 2c)	PID: 028-780-574	LOT 2 DISTRICT LOT 28, NELSON DISTRICT PLAN EPP 17930
K'ómoks First Nation Forestry Corporation	Lot 3 (Map B-5 Part 2c)	PID: 028-780-582	LOT 3 DISTRICT LOTS 28 AND 31, NELSON DISTRICT PLAN EPP 17930
Queneesh Developments Inc.	DL 253 and DL 257 (Map B-5 Part 2d)	PID: 006-597-866	DISTRICT LOT 253, COMOX DISTRICT, SHOWN OUTLINED IN RED ON PLAN DEPOSITED IN DD 35380N
		PID: 006-597-882*	*Portion of* DISTRICT LOT 257 COMOX DISTRICT AS SHOWN ON PLAN 294 RW *(*Only the portion of these lands within the area shown on corresponding map will be K'ómoks Lands. A survey will be required to subdivide out the portion to be transferred. PID will change.)*

B-5 Part 2: Maps of K'ómoks Private Fee Simple Lands



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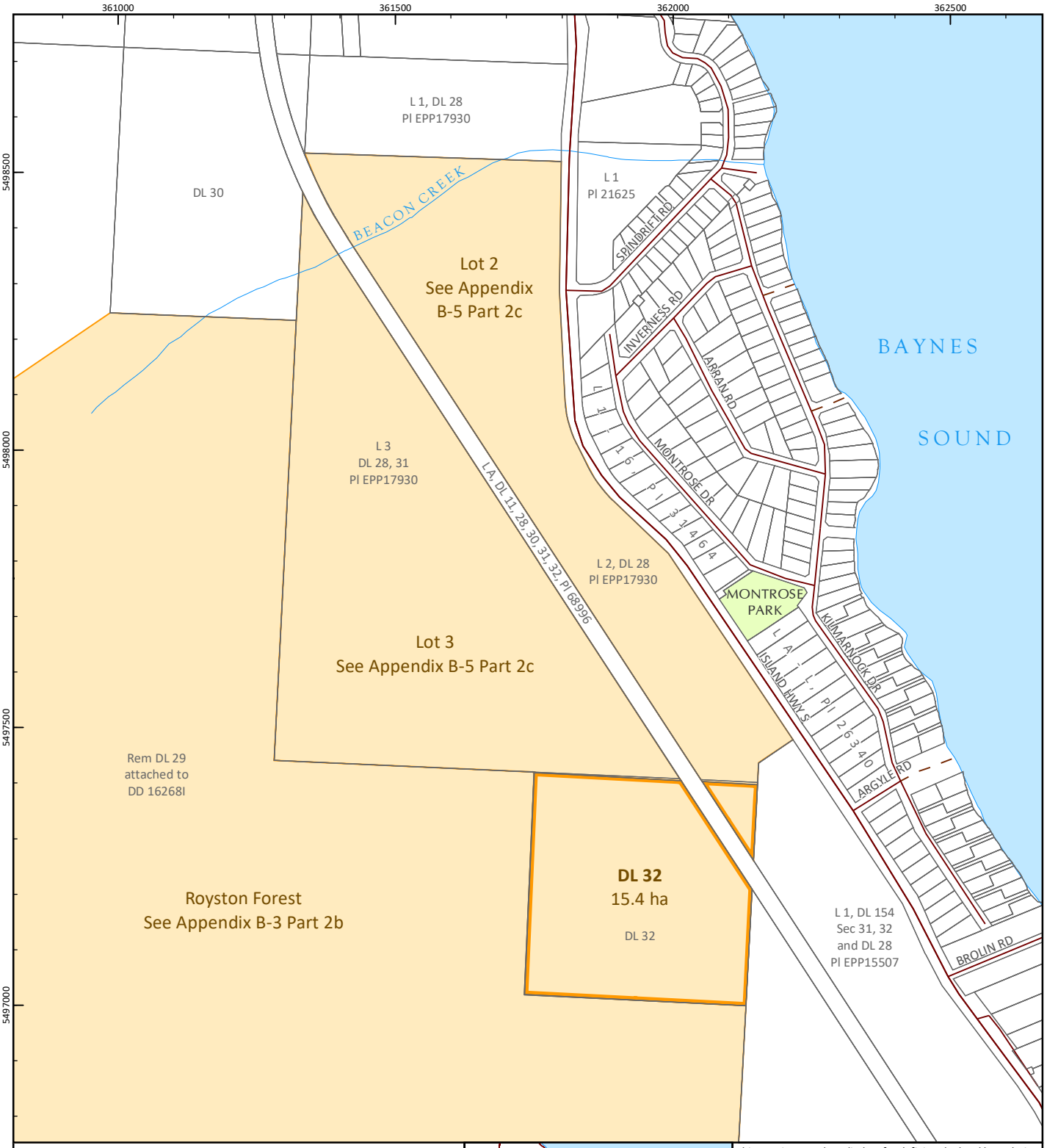
POINT OF COMMENCEMENT
Not Applicable

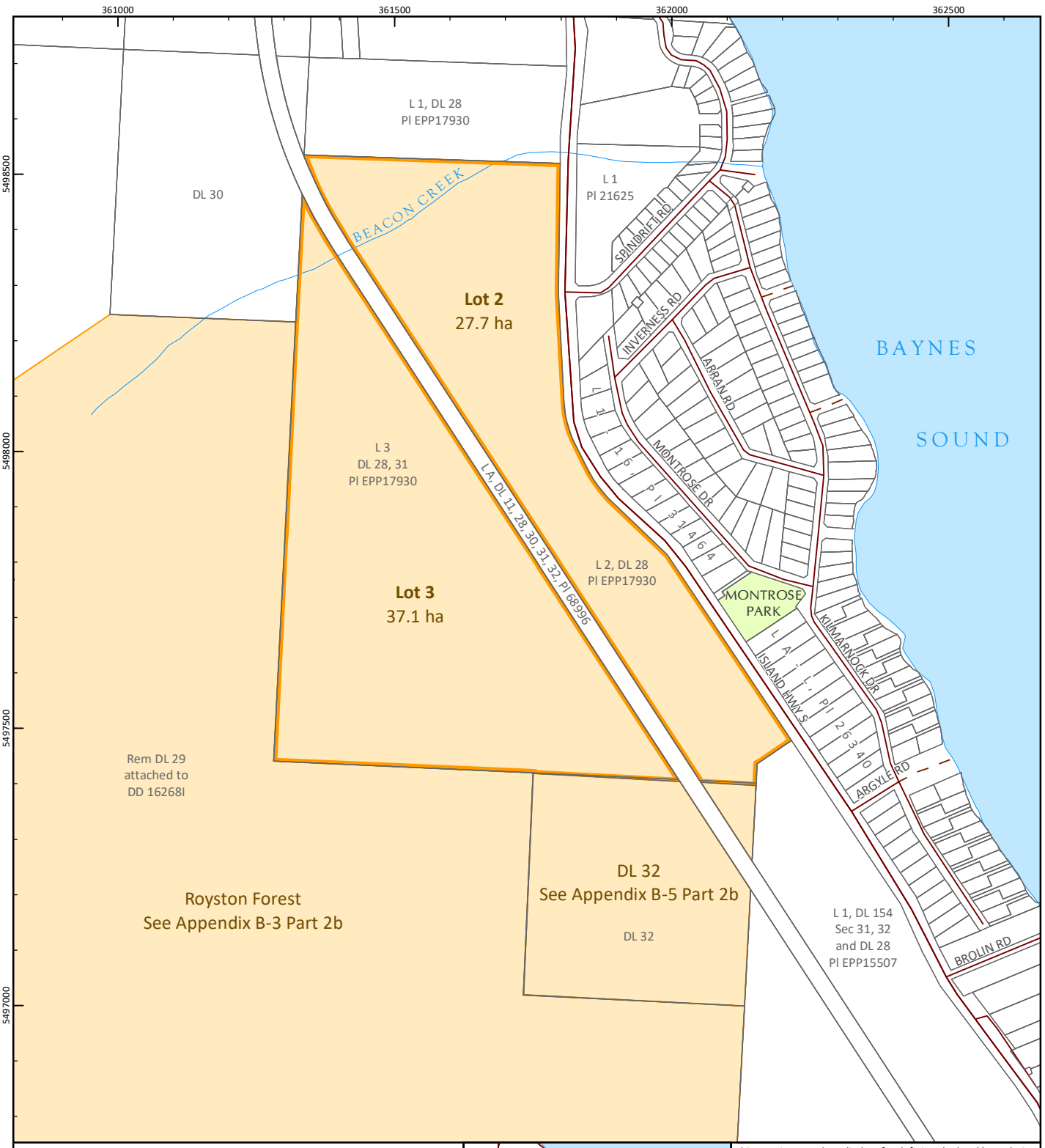
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix B-5 Part 2a
Former K'ómoks Private Fee Simple Lands
Piercy Road Accommodation Parcel

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



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



K'ómoks Lands - Subject Lands

K'ómoks Lands

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

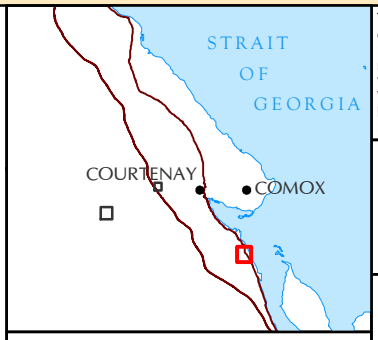
N

1:10,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres



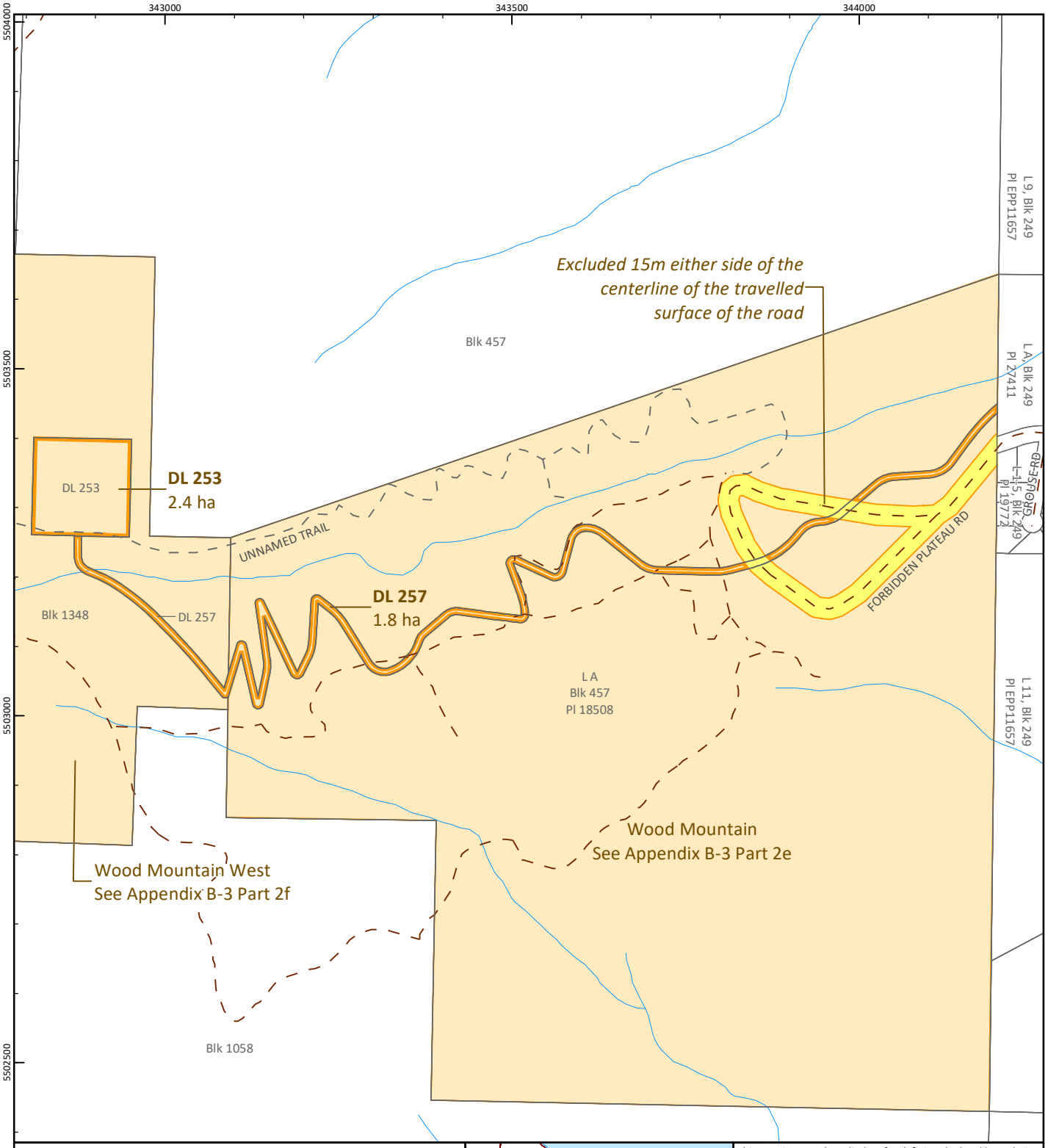
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-5 Part 2c
Former K'ómoks Private Fee Simple Lands
Lot 2 and Lot 3

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



K'ómoks Lands - Subject Lands

K'ómoks Lands

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

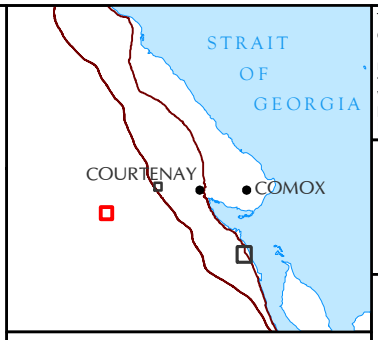
N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 160

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix B-5 Part 2d
Former K'ómoks Private Fee Simple Lands
DL 253 and DL 257

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

B-5 Part 3: Applicable Forms of Documents for Inclusion of Former K'ómoks Private Fee Simple Lands or Pre-approved Additions to K'ómoks Lands – Fee Simple Lands in K'ómoks Lands: Certificate of Fee Simple Ownership and Consent

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

I, [*name*], hereby certify that:

1. I am the [*title*] of [*company name*] and I am duly authorized to execute this Certificate. As of the date of this Certificate, [*company name*] is the registered owner in fee simple of the lands illustrated in Appendix [XX] Part [XX] of the K'ómoks Treaty and legally described as:

    a. [*legal description*]

    b. [*legal description*]

2. [*company name*] hereby consents to the inclusion of the above lands in K'ómoks Lands as defined in the K'ómoks Treaty.

Dated _____	
_____ Name of Authorized Signatory	_____ Name of Witness
_____ Title of Authorized Signatory	_____ Address of Witness
_____ Signature of Authorized Signatory	_____ Signature of Witness

B-5 Part 4: Applicable Forms of Documents for Inclusion of Former K'ómoks Private Fee Simple Lands or Pre-approved Additions to K'ómoks Lands – Fee Simple Lands in K'ómoks Lands: Certificate of Charge and Consent

Note: The Parties will update the Appendices before the Effective Date. This document is not required if a land title search reveals no charges or encumbrances immediately before the Effective Date or date of addition to K'omoks Lands, as applicable.

I, [*name*], hereby certify that:

1. I am the [*title*] of [*company name*] and I am duly authorized to execute this Certificate.

2. As of the date *of* this Certificate, [*company name*] is holder of the following charge or encumbrance:

   [*describe charge or encumbrance*]

   charging or encumbering the lands illustrated in Appendix [XX] Part [XX] of the K'ómoks Treaty and legally described as:

   a. [INSERT LEGAL DESCRIPTION]

3. [*company name*] hereby consents to the inclusion of the above lands in K'ómoks Lands as defined in the K'ómoks Treaty.

Dated _____	
_____ Name of Authorized Signatory	_____ Name of Witness
_____ Title of Authorized Signatory	_____ Address of Witness
_____ Signature of Authorized Signatory	_____ Signature of Witness

B-5 Part 5: Applicable Forms of Documents for Inclusion of Former K'ómoks Private Fee Simple Lands or Pre-approved Additions to K'ómoks Lands – Fee Simple Lands in K'ómoks Lands: Release

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

I, [*name*] hereby certify that I am the [*title*] of [*company name*] and I am duly authorized to execute this Release.

[*company name*], on behalf of itself and its successors and assigns (the "Releasing Parties"), and in consideration of the agreement of His Majesty the King in right of Canada ("Canada") and His Majesty the King in right of the Province of British Columbia ("British Columbia") to the inclusion in K'ómoks Lands of the lands legally described as:

a. [legal description]; and

b. [legal description]

the sufficiency of which is hereby acknowledged, does hereby, [as of the Effective Date of the K'ómoks Treaty or as of the date of inclusion in K'ómoks Lands]:

c. release, acquit and forever discharge each of Canada and British Columbia, including their respective employees, servants, agents, officers, directors, members, successors and assigns of and from any and all claims, demands, actions, or proceedings of whatsoever kind and howsoever arising, whether known or unknown, and which any of the Releasing Parties now have, have had or at any time hereafter can, shall or may have, in any way resulting from, arising from, or related to, the inclusion of the above lands in K'ómoks Lands; and

d. acknowledge and agree that:

   i. it has sought and received independent legal advice in connection with this matter; and

   ii. it has voluntarily provided this Release in exchange for the inclusion of the above lands in K'ómoks Lands.

Dated _____	
_____ Name of Authorized Signatory	_____ Name of Witness
_____ Title of Authorized Signatory	_____ Address of Witness
_____ Signature of Authorized Signatory	_____ Signature of Witness

APPENDIX C:
OTHER K’ÓMOKS LANDS

C Part 1: Land Description of Other K'ómoks Lands

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

Other K'ómoks Lands	**Parcel Identifier (PID)**	**Land Description**
Eton Road (Map C Part 2)	PID: 031-183-182	LOT A, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-191	LOT B, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-204	LOT C, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-212	LOT D, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334
	PID: 031-183-221	LOT E, DISTRICT LOT 194, COMOX DISTRICT, PLAN EPP101334

Other K'ómoks Lands

Surveyed Parcel

Paved road

N

1:2,000

Ratio scale correct when printed at 8.5" x 11"

0 40

Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

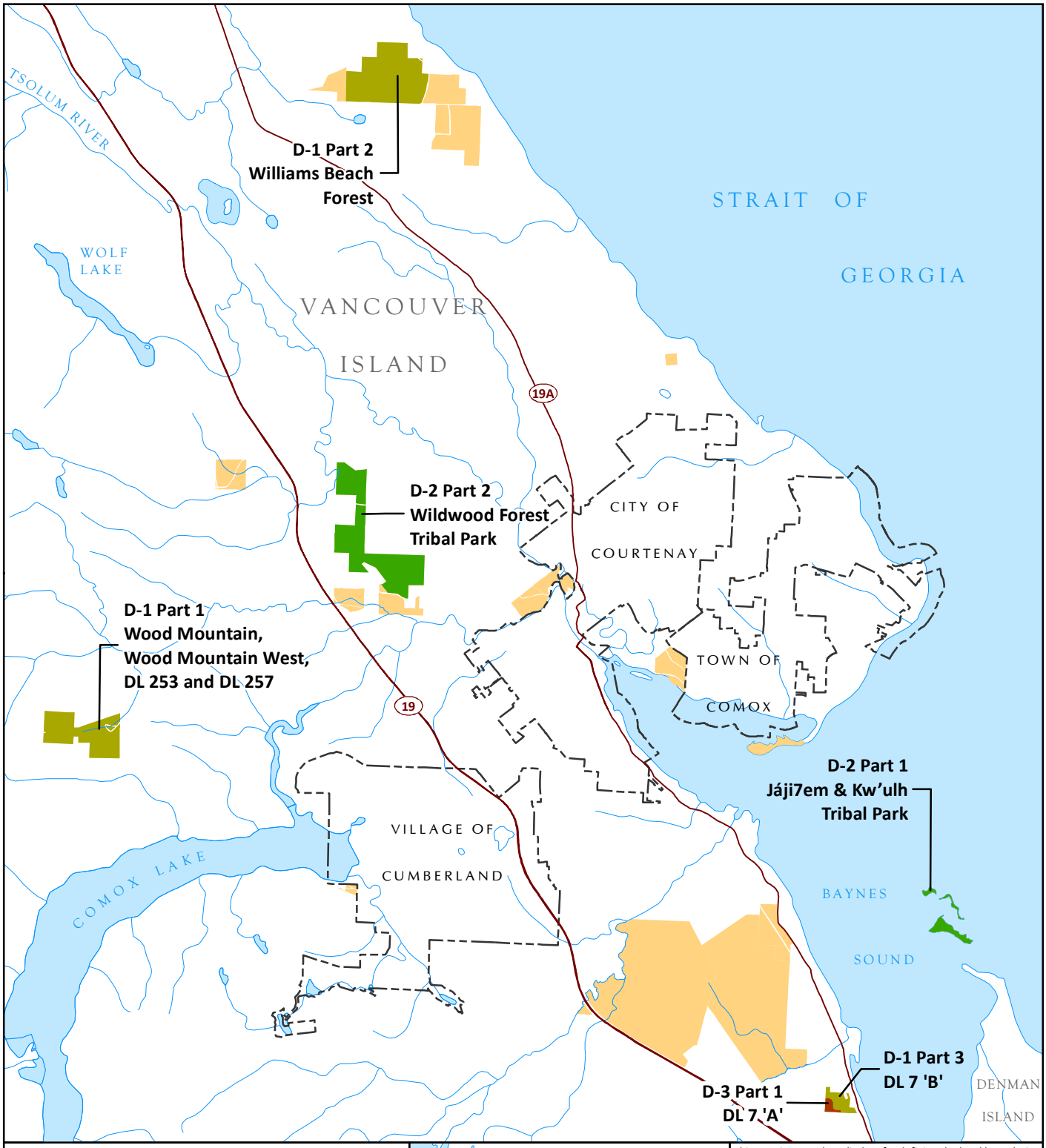
This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Other K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Appendix C Part 2
Other K'ómoks Lands
Eton Road

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

APPENDIX D: CATEGORIES OF K'ÓMOKS LANDS AT EFFECTIVE DATE INDEX



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:150,000

Ratio scale correct when printed at 8.5" x 11"

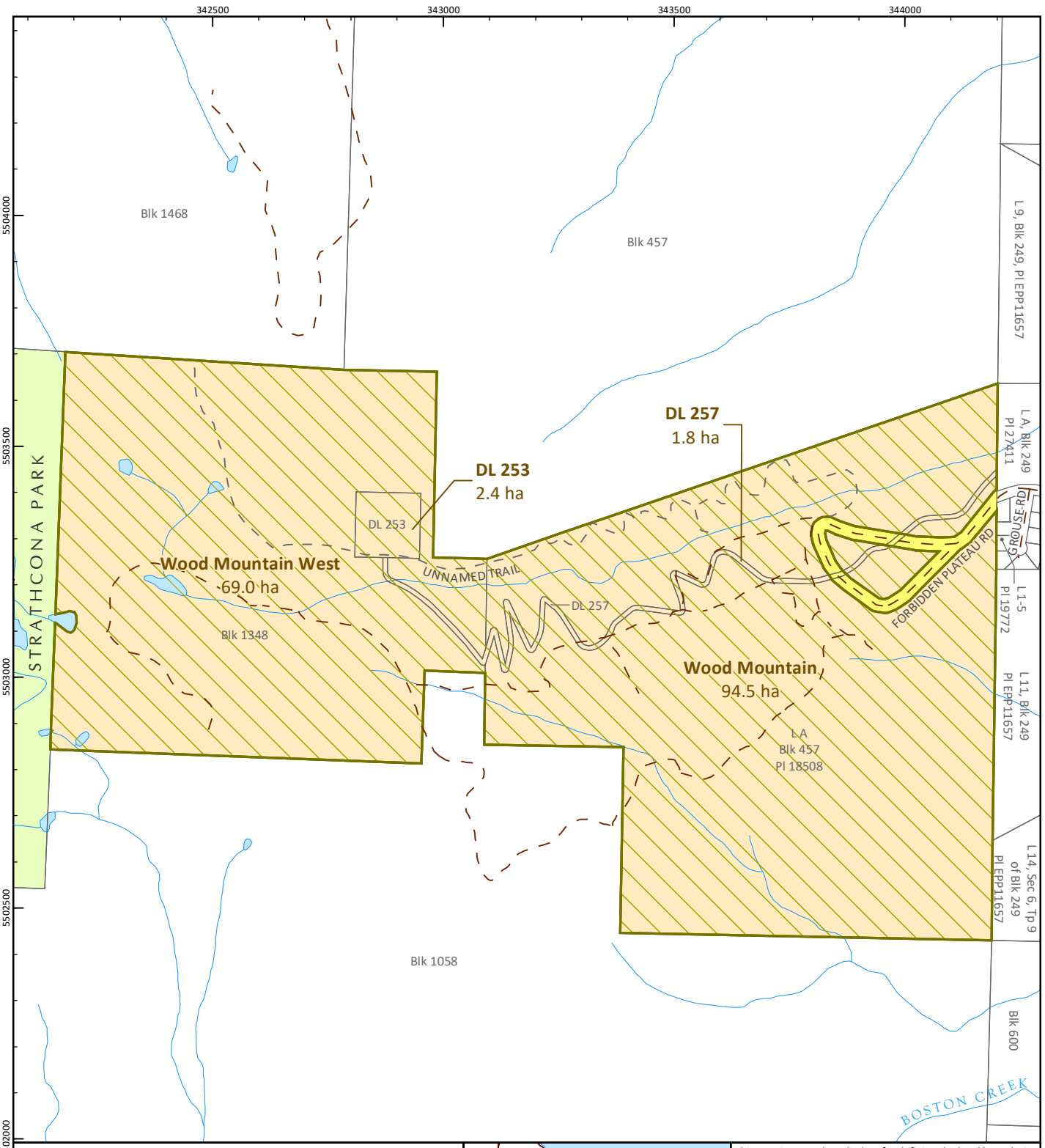
0 5

Kilometres

Appendix D
Categories of K'ómoks Lands
at Effective Date
Index

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

D-1: K’ómoks Public Lands



K'ómoks Public Lands

K'ómoks Lands

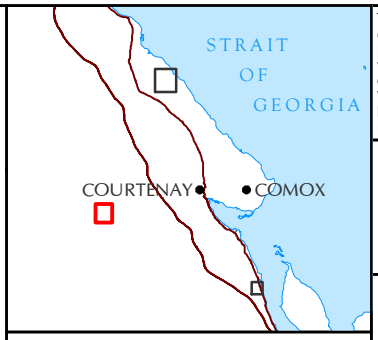
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Public Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:12,000

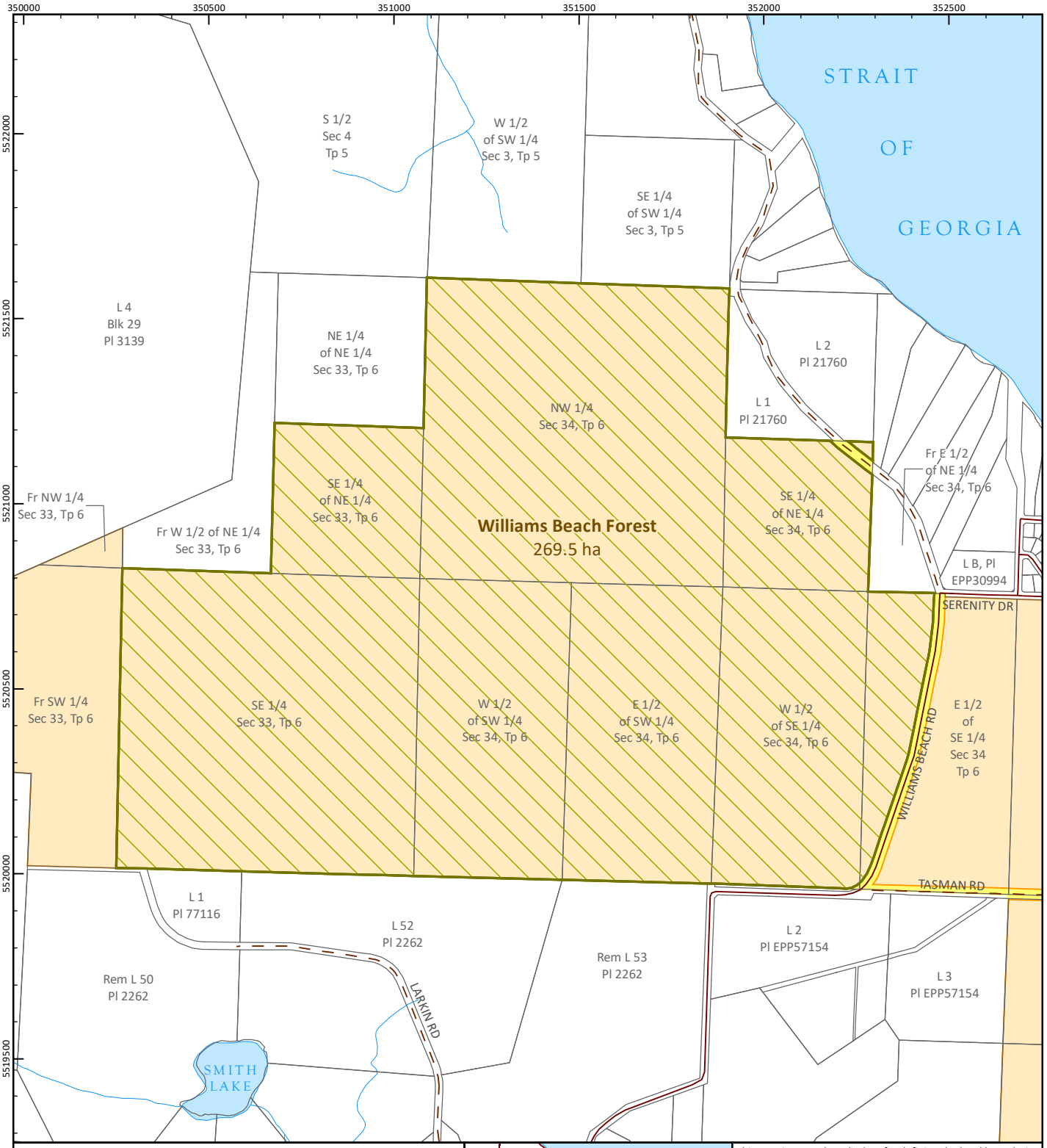
Ratio scale correct when printed at 8.5" x 11"

0 225

Metres

Appendix D-1 Part 1
K'ómoks Public Lands
Wood Mountain, Wood Mountain West, DL 253 & DL 257

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



K'ómoks Public Lands

K'ómoks Lands

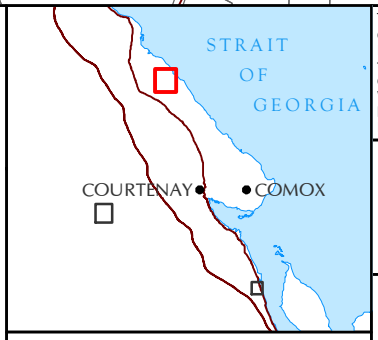
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Public Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

1:15,000

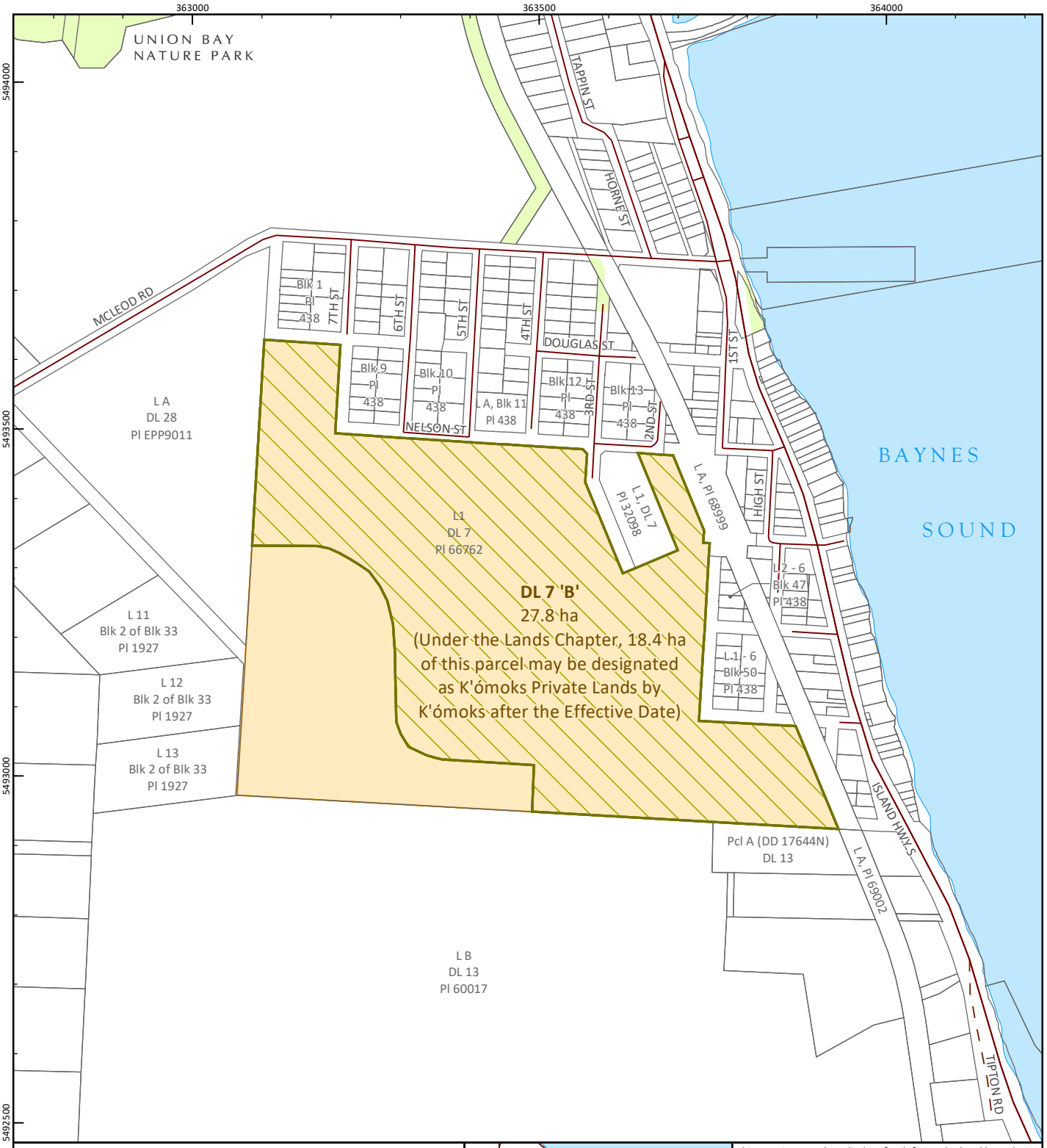
Ratio scale correct when printed at 8.5" x 11"

0 280

Metres

Appendix D-1 Part 2
K'ómoks Public Lands
Williams Beach Forest

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



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

D-2: K’ómoks Tribal Parks

K'ómoks Tribal Parks

K'ómoks Lands

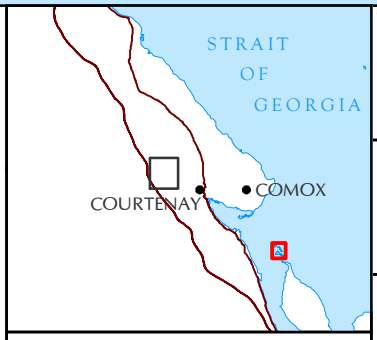
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Tribal Parks or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:10,000

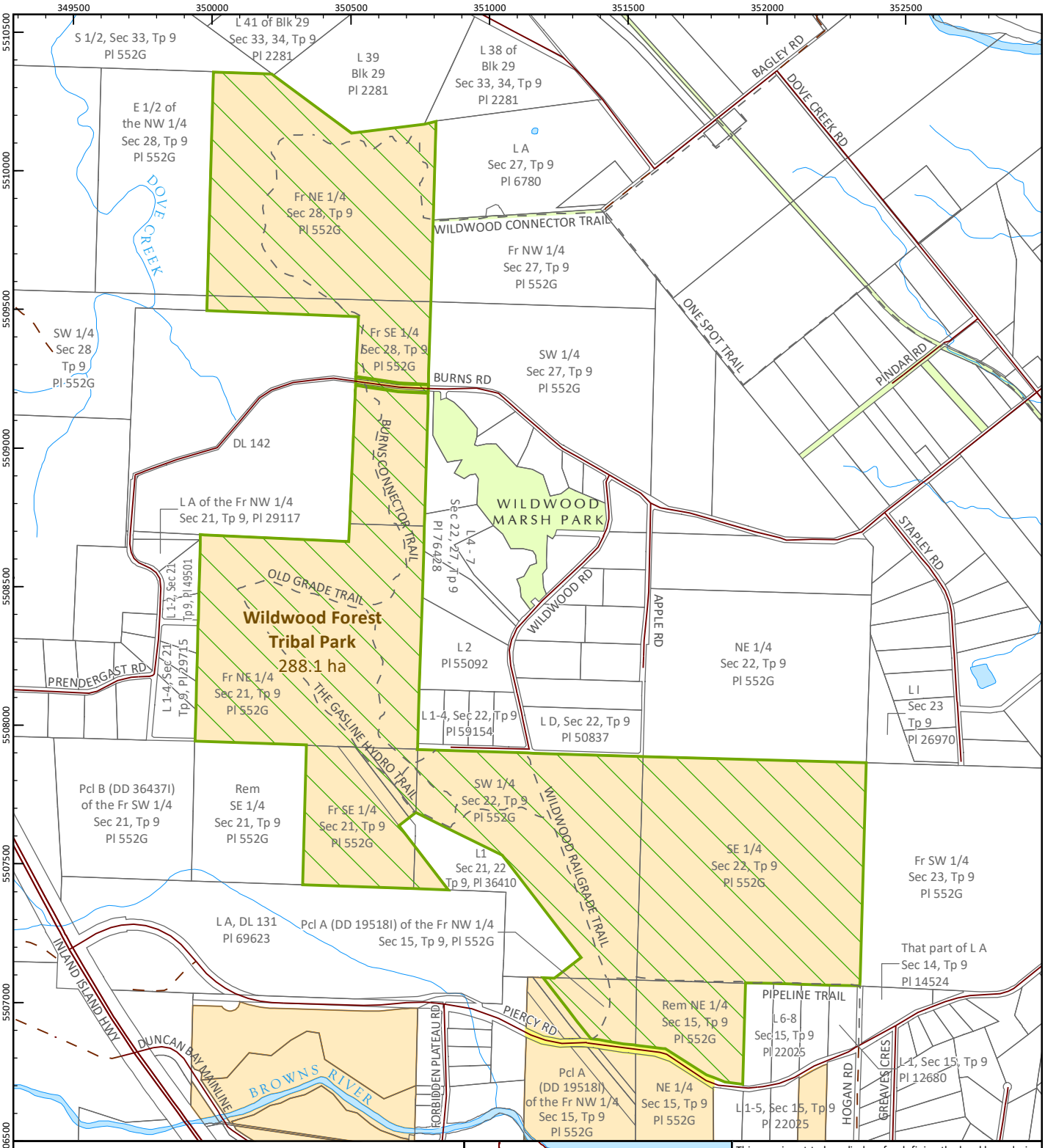
Ratio scale correct when printed at 8.5" x 11"

0 200

Metres

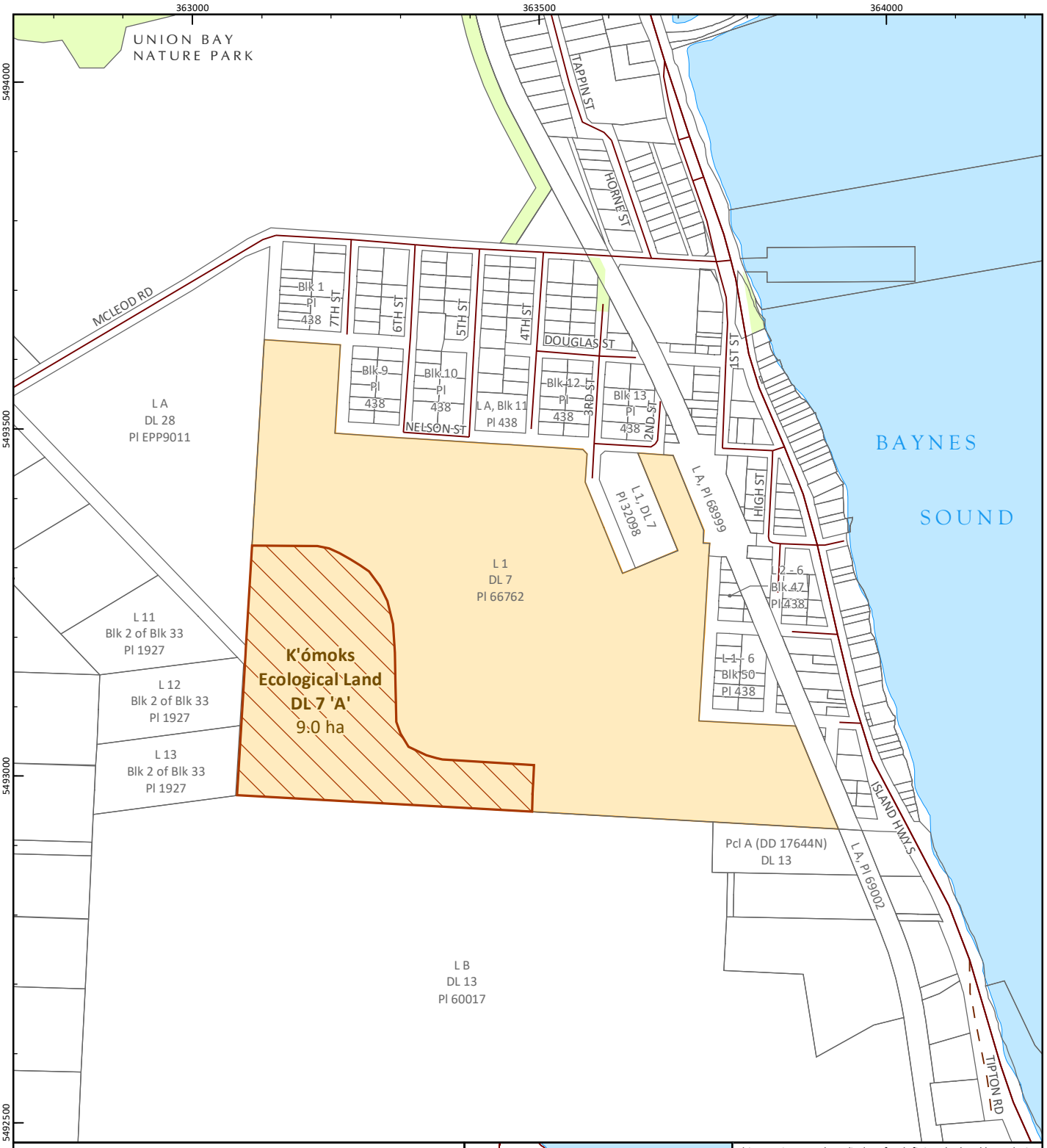
Appendix D-2 Part 1
K'ómoks Tribal Parks
Jáji7em & Kw'ulh Tribal Park

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



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

D-3: K’ómoks Ecological Lands



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

APPENDIX E: PRE-APPROVED ADDITION LANDS

E-1: Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands

E-1 Part 1: Land Description of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands

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

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
H'kusam Expansion Lands (Map E-1 Part 2a)	PIN: 35458981*	*Portion of* NE1/4, SECTION 21, TOWNSHIP 3, SAYWARD DISTRICT *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	N/A*	*Portion of UNSURVEYED CROWN LAND ADJACENT TO THE H'KUSAM PARCEL IN THE SAYWARD DISTRICT AS DEPICTED ON APPENDIX E-1 PART 2A. (*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
WL0026 (Map E-1 Part 2b)	PID: 010-450-921*	*Portion of* THAT PART OF DISTRICT LOT 29, NELSON DISTRICT SHOWN OUTLINED IN RED ON PLAN ATTACHED TO DD 16268I EXCEPT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 009-942-271	THAT PART OF DISTRICT LOT 29, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 511 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-735-614	THAT PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 EXCEPT THOSE PARTS IN PLANS 1928, 1929 AND 511RW AND EXCEPT THAT PART OF THE EAST 1/2 LYING TO THE NORTH OF WELLINGTON COLLIERIES RIGHT OF WAY AS SAID RIGHT OF WAY IS SHOWN ON PLAN 1923 AND EXCEPT THAT PART OF THE WEST 1/2 LYING TO THE EAST OF WELLINGTON COLLIERIES RIGHT OF WAY AND SOUTH WEST OF PLAN 511RW
	PID: 006-736-254	THAT PART OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 AND BEING OUTLINED IN RED ON PLAN 511 RW LYING TO THE SOUTH EAST OF WELLINGTON COLLIERIES RIGHT OF WAY
	PID: 006-736-521	THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 AS SHOWN ON PLAN 1923 AND SHOWN OUTLINED IN RED
	PID: 006-734-952	THAT PART OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 11, NELSON DISTRICT, PLAN 551 SHOWN OUTLINED IN RED ON PLAN 1923 EXCEPT PART IN PLAN 1931
	PID: 008-993-564	THE SOUTH EAST 1/4 OF SECTION 28 TOWNSHIP 11 NELSON DISTRICT PLAN 551
WL0085 (Map E-1 Part 2c)	PID: 010-027-165	DISTRICT LOT 18 NELSON DISTRICT EXCEPT PART IN PLAN 512 RW AND VIP62657
	PID: 006-372-201	THAT PART OF DISTRICT LOT 18, NELSON DISTRICT, SHOWN OUTLINED IN RED ON PLAN 512 RW AND CONTAINING 1.44 ACRES MORE OR LESS

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-708-579	LOT 4, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-316	THAT PART OF LOT 4, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW
	PID: 006-708-552	LOT 3, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID:006-711-120	THAT PART OF LOT 3, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512 RW
	PID: 006-708-528	LOT 2, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-501	LOT 1, BLOCK 3, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-625	LOT 1, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-375	THAT PART OF LOT 1, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW
	PID: 006-708-650	LOT 2, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 512 RW
	PID: 006-711-421	THAT PART OF LOT 2, BLOCK 4, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 512RW
	PID: 006-709-052	LOT 9, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-548	THAT PART OF LOT 9, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-709-028	LOT 8, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-513	THAT PART OF LOT 8, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-708-935	LOT 5, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 511 RW
	PID: 006-713-475	THAT PART OF LOT 5, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-708-889	LOT 4, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-871	LOT 3, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-720-234	LOT 1, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-858	LOT 2, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-891	LOT 3, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-707-904	LOT 4, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-072	LOT 5, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-170	LOT 13, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-708-102	LOT 6, BLOCK 2, OF BLOCK 33, NELSON DISTRICT, PLAN 1927
	PID: 006-709-087	LOT 10, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-581	THAT PART OF LOT 10, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-709-095	LOT 11, BLOCK 5, OF BLOCK 33, NELSON DISTRICT, PLAN 1927

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-709-109*	*Portion of* LOT 1, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW AND PLAN VIP66336 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-709-133	LOT 2, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-709-141	LOT 3, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-709-834	LOT 4 BLOCK 6 OF BLOCK 33 NELSON DISTRICT PLAN 1927 EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-602	THAT PART OF LOT 4, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-709-648	LOT 5, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THOSE PARTS IN PLANS 617 RW AND 511 RW
	PID: 006-713-629	THAT PART OF LOT 5, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-715-559	LOT 6, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THOSE PARTS IN PLANS 617RW AND 511RW
	PID: 006-713-700	THAT PART OF LOT 6, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW
	PID: 006-715-621	LOT 7, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 EXCEPT THAT PART IN PLAN 511RW
	PID: 006-713-751	THAT PART OF LOT 7, BLOCK 6, OF BLOCK 33, NELSON DISTRICT, PLAN 1927 SHOWN OUTLINED IN RED ON PLAN 511 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-707-785	LOT 5, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-707-742	LOT 4, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 006-707-815	LOT 9, BLOCK 1, OF BLOCK 33, NELSON DISTRICT, PLAN 1927, EXCEPT THAT PART IN PLAN 617 RW
	PID: 012-625-876*	*Portion of* THAT PART OF BLOCK 33, NELSON DISTRICT, PLAN 691J SHOWN OUTLINED IN RED ON PLAN DEPOSITED UNDER DD 25642G EXCEPT THOSE PARTS IN PLANS 1926, 1927 AND 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-700-161	LOT 1, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT PART IN PLAN VIP66336
	PID: 006-700-217	LOT 2, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-276	LOT 3, BLOCK A OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-331	LOT 1, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-390	LOT 2, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-420	LOT 3, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-446	LOT 4, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-700-489	LOT 5, BLOCK B OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-558	LOT 2, BLOCK G, OF BLOCK 33, NELSON DISTRICT, PLAN 1926
	PID: 006-701-493	LOT 1, BLOCK G, OF BLOCK 33, NELSON DISTRICT, PLAN 1926

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-701-001*	*Portion of* LOT 1, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-700-721*	*Portion of* LOT 2, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-700-764*	*Portion of* LOT 3, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-701-311*	*Portion of* LOT 2, BLOCK F, OF BLOCK 33, NELSON DISTRICT, PLAN 1926 EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-700-772*	*Portion of* LOT 4, BLOCK C, OF BLOCK 33, NELSON DISTRICT, PLAN 1926, EXCEPT THAT PART IN PLAN 511 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
WL1677 (Map E-1 Part 2d)	PID: 008-992-266	SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 9, COMOX DISTRICT PLAN 552G EXCEPT THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND EXCEPT PART IN PLAN VIP67100

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 008-996-911	NORTH EAST 1/4 OF SECTION 31 TOWNSHIP 9 COMOX DISTRICT PLAN 552G EXCEPT THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 AND EXCEPT PART IN PLAN VIP69113
	PID: 008-996-806	THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G
	PID: 008-992-371*	*Portion of* THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510RW, AND EXCEPT PART IN PLAN VIP67848 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 008-918-309	THAT PART OF THE NORTH WEST OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, SHOWN OUTLINED IN RED ON PLAN 510 RW
	PID: 008-992-312	THE NORTH EAST 1/4 OF SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN 552G
	PID: 006-843-191	LOT 4, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP69113
	PID: 006-843-182	LOT 3, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP69113
	PID: 006-843-166	LOT 2, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP70269
	PID: 006-843-131*	*Portion of* LOT 1, BLOCK 1, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818 EXCEPT PART IN PLAN VIP70269 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 008-989-711*	*Portion of* WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6 TOWNSHIP 6 COMOX DISTRICT PLAN 552E EXCEPT PART IN PLAN VIP70446 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PIN: 150731*	*Portion of* NE1/4 OF NE1/4, SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 008-999-619	THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E EXCEPT THAT PART SHOWN OUTLINED IN RED ON PLAN 510 RW SHOWN ON PLAN VIP66391
	PID: 008-988-641	THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 6, COMOX DISTRICT, PLAN 552E, SHOWN OUTLINED IN RED ON PLAN 510RW
	PID: 006-843-638*	*Portion of* LOT 15, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-451	THAT PART OF LOT 15, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW

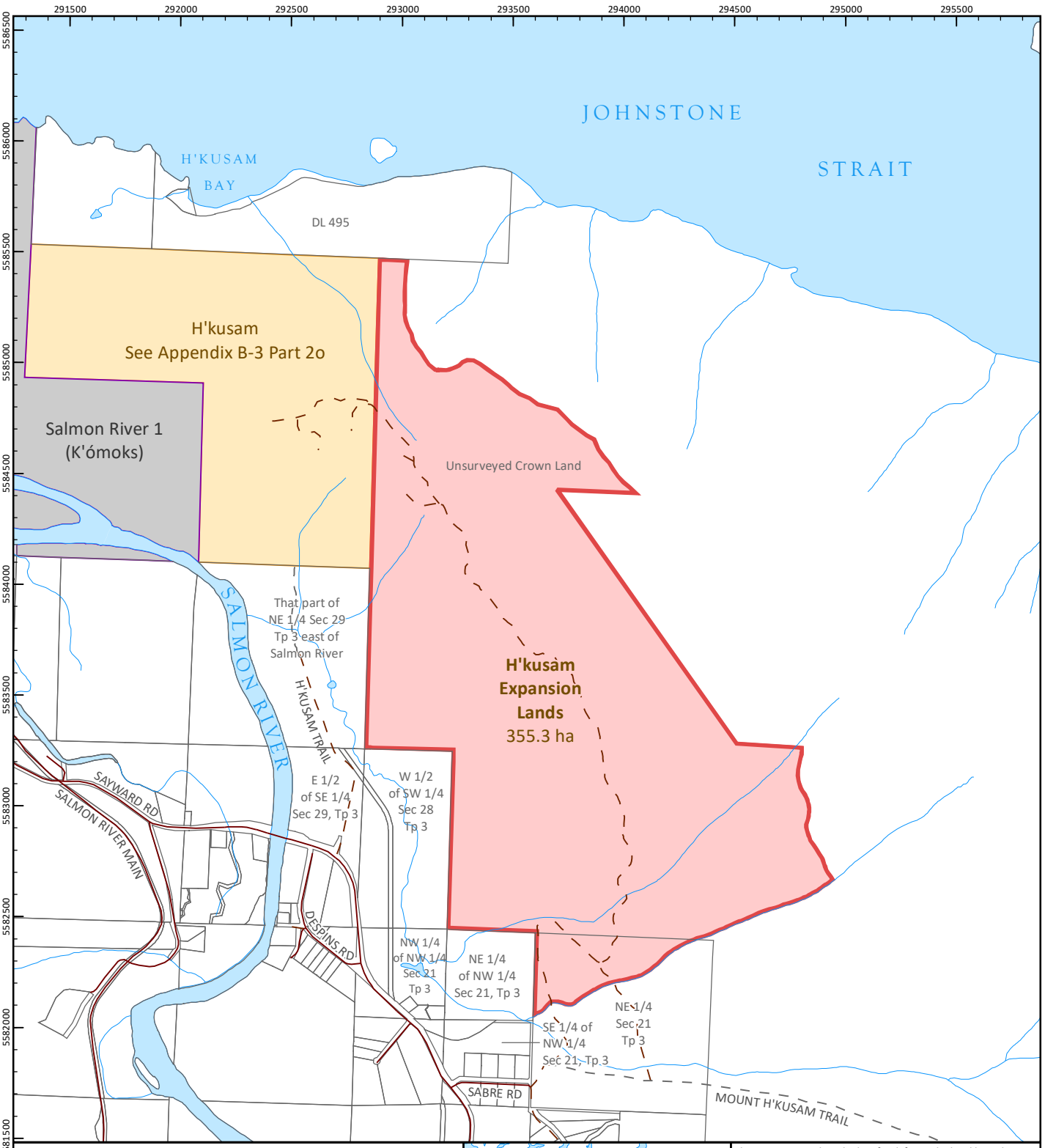
Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-851-738*	*Portion of* LOT 13, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-427	THAT PART OF LOT 13, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-620*	*Portion of* LOT 11, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-389	THAT PART OF LOT 11, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-603*	*Portion of* LOT 9, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-346	THAT PART OF LOT 9, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-843-590*	*Portion of* LOT 7, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-052	THAT PART OF LOT 7, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-581*	*Portion of* LOT 5, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-848-001	THAT PART OF LOT 5, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-549*	*Portion of* LOT 3, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
	PID: 006-847-960	THAT PART OF LOT 3, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-514	LOT 1, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-935	THAT PART OF LOT 1, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)	Land Description
	PID: 006-843-441	LOT 15, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-897	THAT PART OF LOT 15, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-849-458	LOT 13, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-847-846	THAT PART OF LOT 13, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-847-102	LOT 11, BLOCK 2, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-646	LOT 16, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, EXCEPT PART IN RED ON PLAN 510 RW
	PID: 006-848-486	THAT PART OF LOT 16, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818, SHOWN IN RED ON PLAN 510 RW
	PID: 006-843-689	LOT 14, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-662	LOT 12, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-654	LOT 10, BLOCK 3, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-808	LOT 12, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-794	LOT 11, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-786	LOT 10, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818
	PID: 006-843-778	LOT 9, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818

Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands	**Crown Parcel Identifier Number (PIN) / Parcel Identifier (PID)**	**Land Description**
	PID: 006-843-760	LOT 7, BLOCK 4, SECTION 5, TOWNSHIP 6, COMOX DISTRICT, PLAN 1818

E-1 Part 2: Maps of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

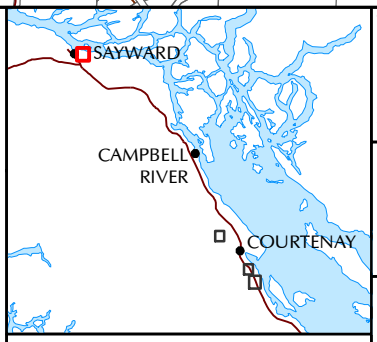
K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road — Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:25,000

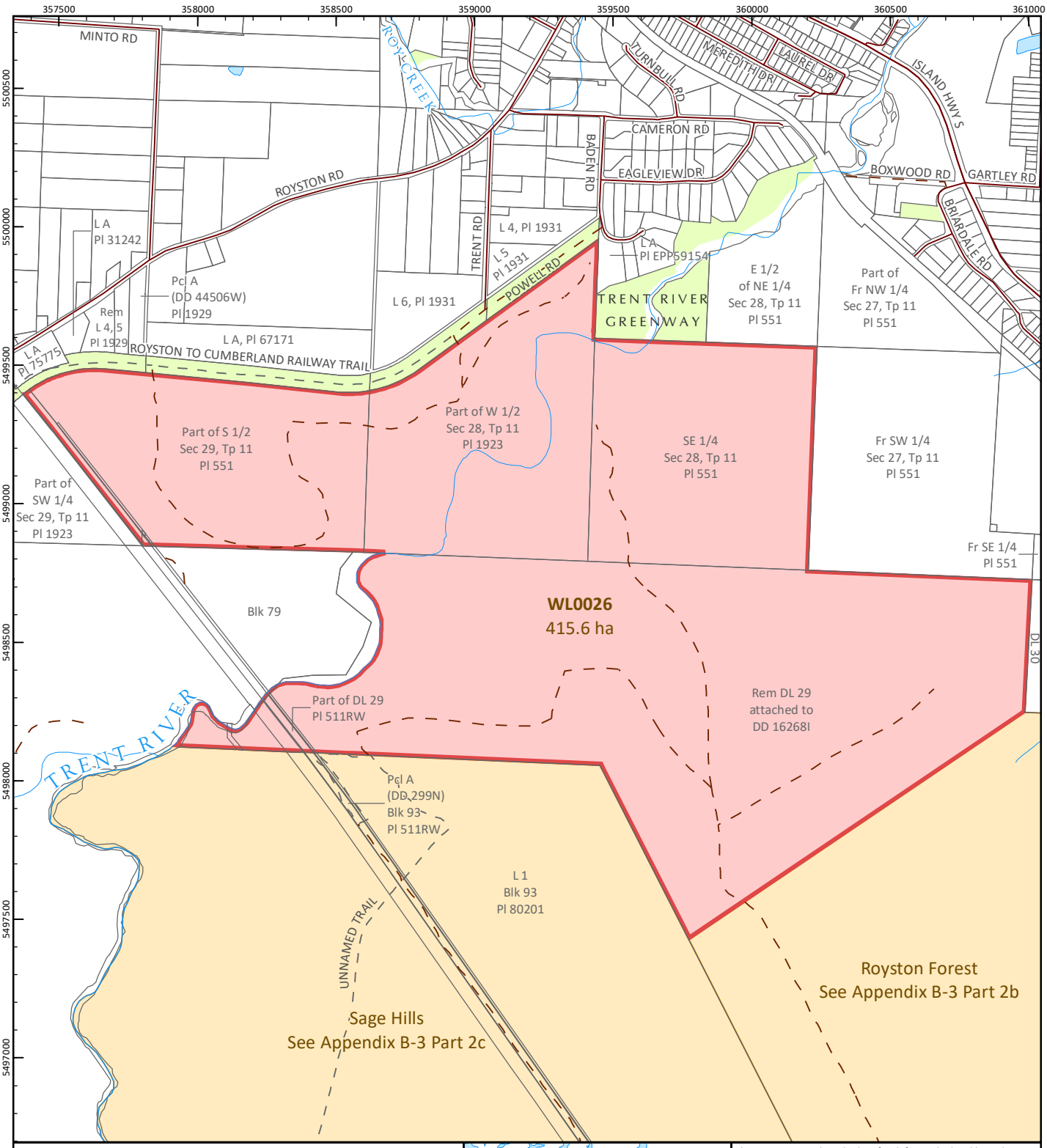
Ratio scale correct when printed at 8.5" x 11"

0 500

Metres

Appendix E-1 Part 2a
Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands
H'kusam Expansion Lands

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



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

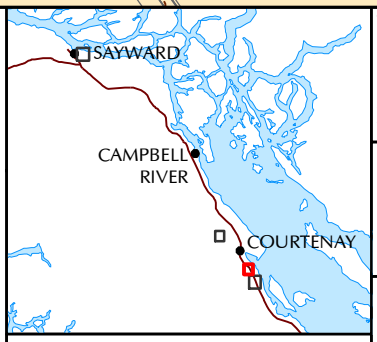
K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road — — Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:20,000

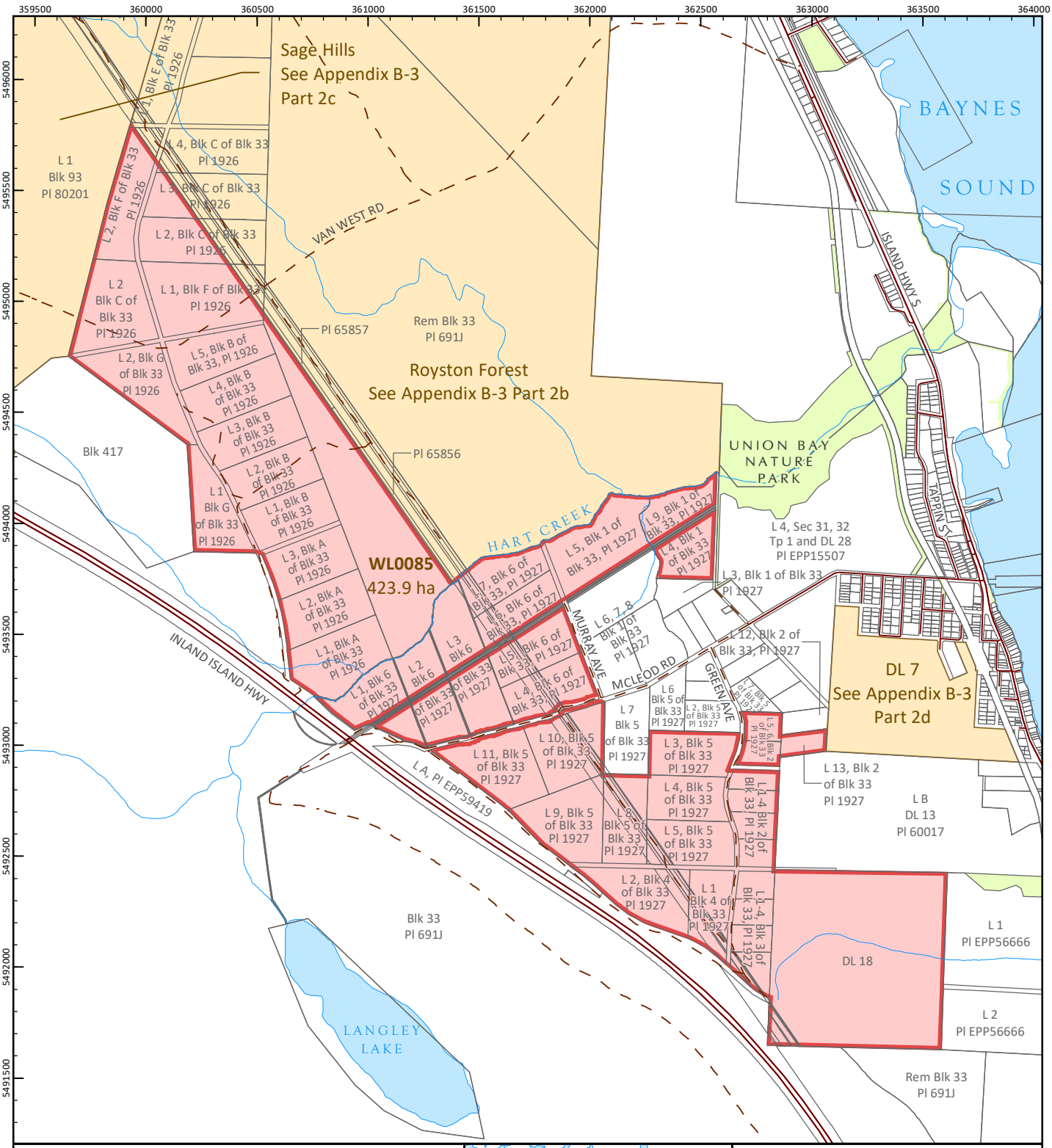
Ratio scale correct when printed at 8.5" x 11"

0 400

Metres

Appendix E-1 Part 2b
Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands
WL0026

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



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

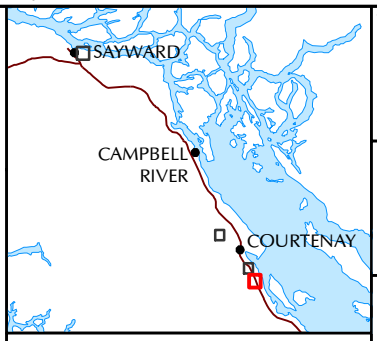
K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road — Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nelson
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:25,000

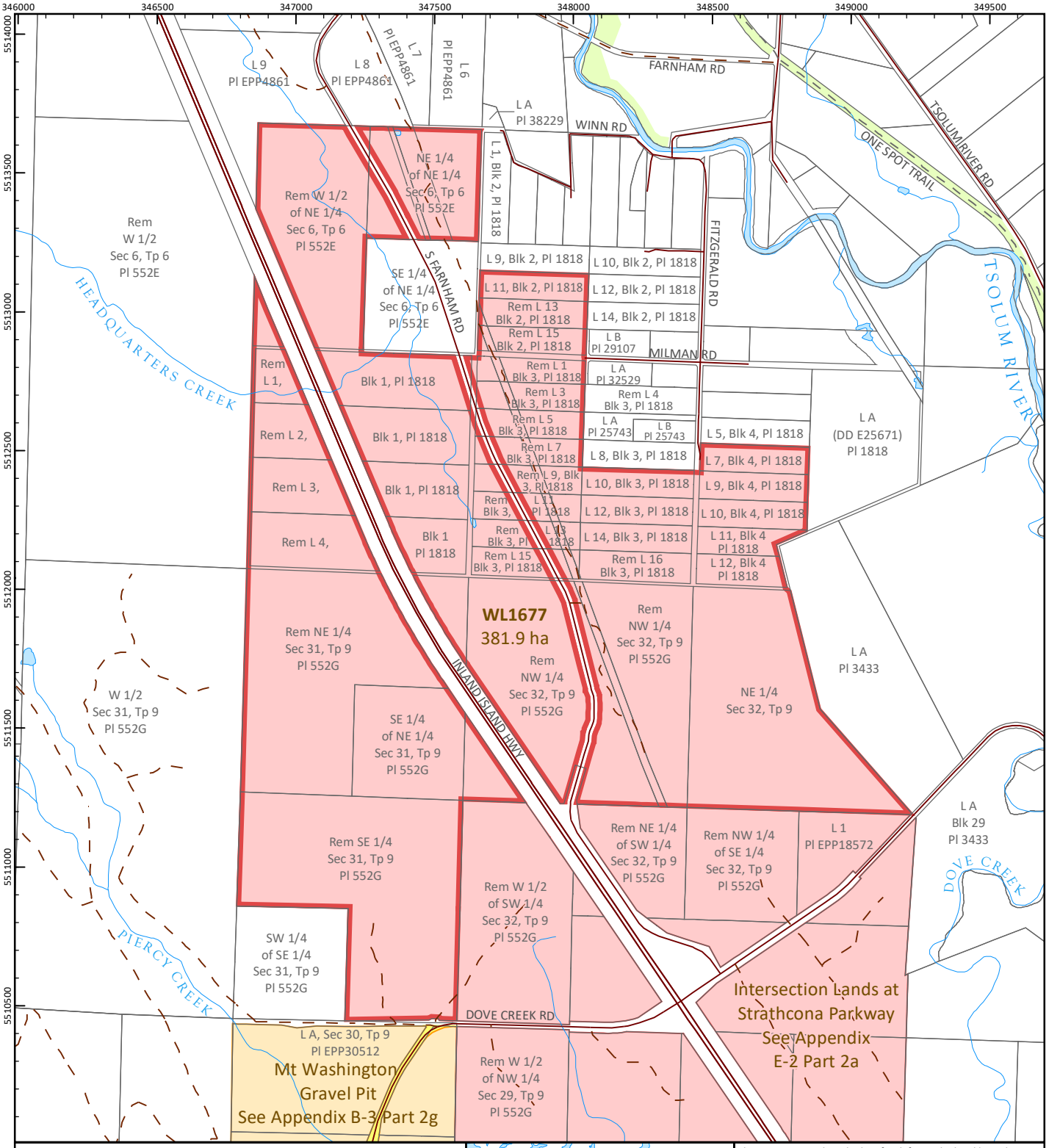
Ratio scale correct when printed at 8.5" x 11"

0 500

Metres

Appendix E-1 Part 2c
Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands
WL0085

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



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

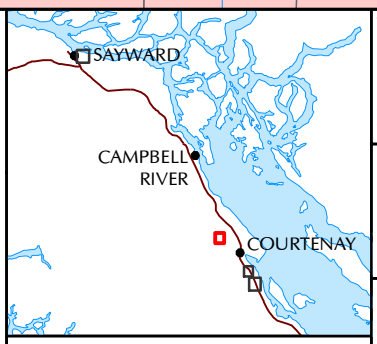
K'ómoks Lands - Former K'ómoks First Nation Reserves

Crown Corridor

Surveyed Parcel

Park or protected area

Paved road — Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands – Provincial Crown Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:20,000

Ratio scale correct when printed at 8.5" x 11"

0 400

Metres

Appendix E-1 Part 2d
Pre-approved Additions to K'ómoks Lands - Provincial Crown Lands
WL1677

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

E-2: Pre-approved Additions to K'ómoks Lands – Fee Simple Lands

E-2 Part 1: Land Descriptions of Pre-approved Additions to K'ómoks Lands – Fee Simple Lands

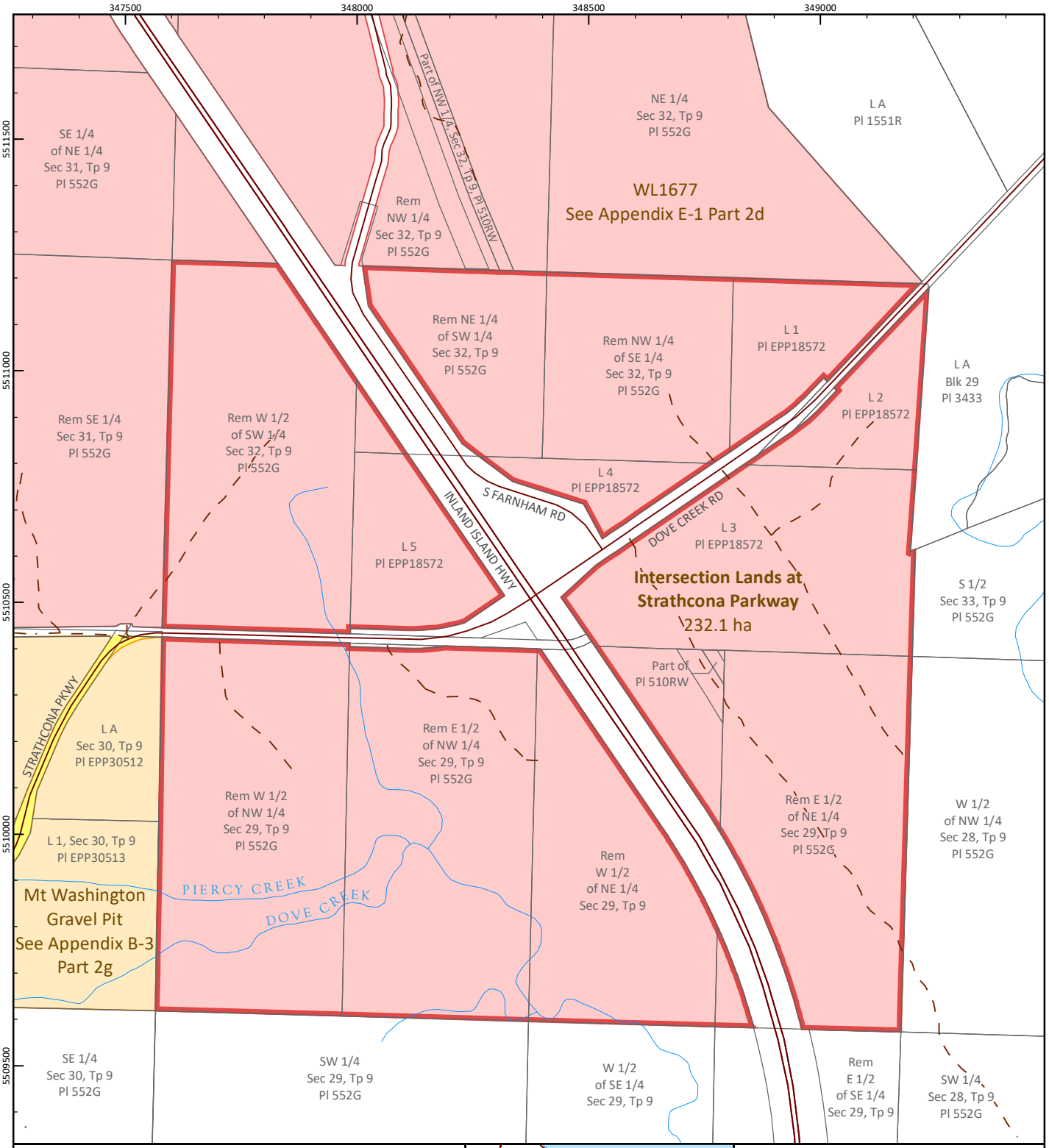
Note: the Parties will update the Appendices before the Effective Date.

Pre-approved Additions to K'ómoks Lands – Fee Simple Lands	**Parcel Identifier (PID)**	**Land Description**
Intersection Lands at Strathcona Parkway (Map E-2 Part 2a)	PID: 028-947-584	LOT 5 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-576	LOT 4 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-568	LOT 3 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 000-870-099	THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT PART IN PLANS 43227, AND VIP67452
	PID: 001-964-623	THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, EXCEPT PART IN PLANS 43227 AND VIP67452
	PID: 000-870-200	THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN VIP67452
	PID: 001-964-739	THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 9, COMOX DISTRICT EXCEPT PART IN PLAN 43227
	PID: 000-869-988	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G EXCEPT PART IN PLANS 43227, AND VIP67453
	PID: 000-876-305	THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN PLAN VIP67453
	PID: 000-869-821	THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, EXCEPT PART IN PLAN VIP67452

Pre-approved Additions to K'ómoks Lands – Fee Simple Lands	**Parcel Identifier (PID)**	**Land Description**
	PID: 028-947-541	LOT 1 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
	PID: 028-947-550	LOT 2 SECTION 32 TOWNSHIP 9 COMOX DISTRICT PLAN EPP18572
Southlands Rail Corridor (Map E-2 Part 2b)	PID: 024-582-271*	*Portion of* LOT A OF DISTRICT LOTS 11, 28, 30, 31 AND 32, AND OF SECTION 27, TOWNSHIP 11, NELSON DISTRICT, PLAN VIP68996 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*
Kus-kus-sum (Map E-2 Part 2c)	PID: 028-006-089	LOT A SECTIONS 11 AND 12 COMOX DISTRICT AND DISTRICT LOT 2074 NANAIMO DISTRICT PLAN VIP86827
	PID: 028-006-097	LOT B SECTION 11 COMOX DISTRICT AND DISTRICT LOT 2075 NANAIMO DISTRICT, PLAN VIP86827
	PID: 028-006-101	LOT C SECTIONS 10 AND 11 COMOX DISTRICT AND DISTRICT LOT 2076 NANAIMO DISTRICT PLAN VIP86827
	PID: 028-006-119	LOT D SECTION 10 COMOX DISTRICT AND DISTRICT LOT 2077 NANAIMO DISTRICT PLAN VIP86827
Northeast Woods (Map E-2 Part 2d)	PID: 029-237-351	LOT 1 DISTRICT LOT 194 COMOX DISTRICT PLAN EPP31743
Scout Camp Corridor (Map E-2 Part 2e)	PID: 001-029-690*	*Portion of* PART OF THE NORTH EAST QUARTER 1/4, SECTION 16, TOWNSHIP 9, COMOX DISTRICT, PLAN 552G, SHOWN RED ON PLAN 79 RW, EXCEPT PART IN PLAN VIP72124 *(*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*

Pre-approved Additions to K'ómoks Lands – Fee Simple Lands	**Parcel Identifier (PID)**	**Land Description**
Southlands Access Parcels (Map E-2 Part 2f)	PID: 028-731-492*	*Portion of* LOT 1 DISTRICT LOT 154 NANAIMO DISTRICT SECTIONS 31 AND 32 TOWNSHIP 1 AND DISTRICT LOT 28 NELSON DISTRICT PLAN EPP15507 EXCEPT PLANS EPP56910, EPP95931 AND EPP103248 *that is to be negotiated by K'ómoks and the landowner. (*Only the portion of these lands within the area shown on corresponding map is pre-approved for addition to K'ómoks Lands. A survey will be required to subdivide out the portion that may be added. PID will change.)*

E-2 Part 2: Maps of Pre-approved Additions to K'ómoks Lands – Fee Simple Lands



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

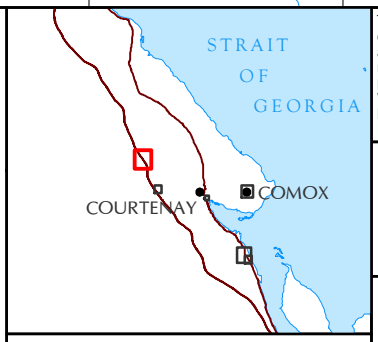
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands - Fee Simple Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:12,000

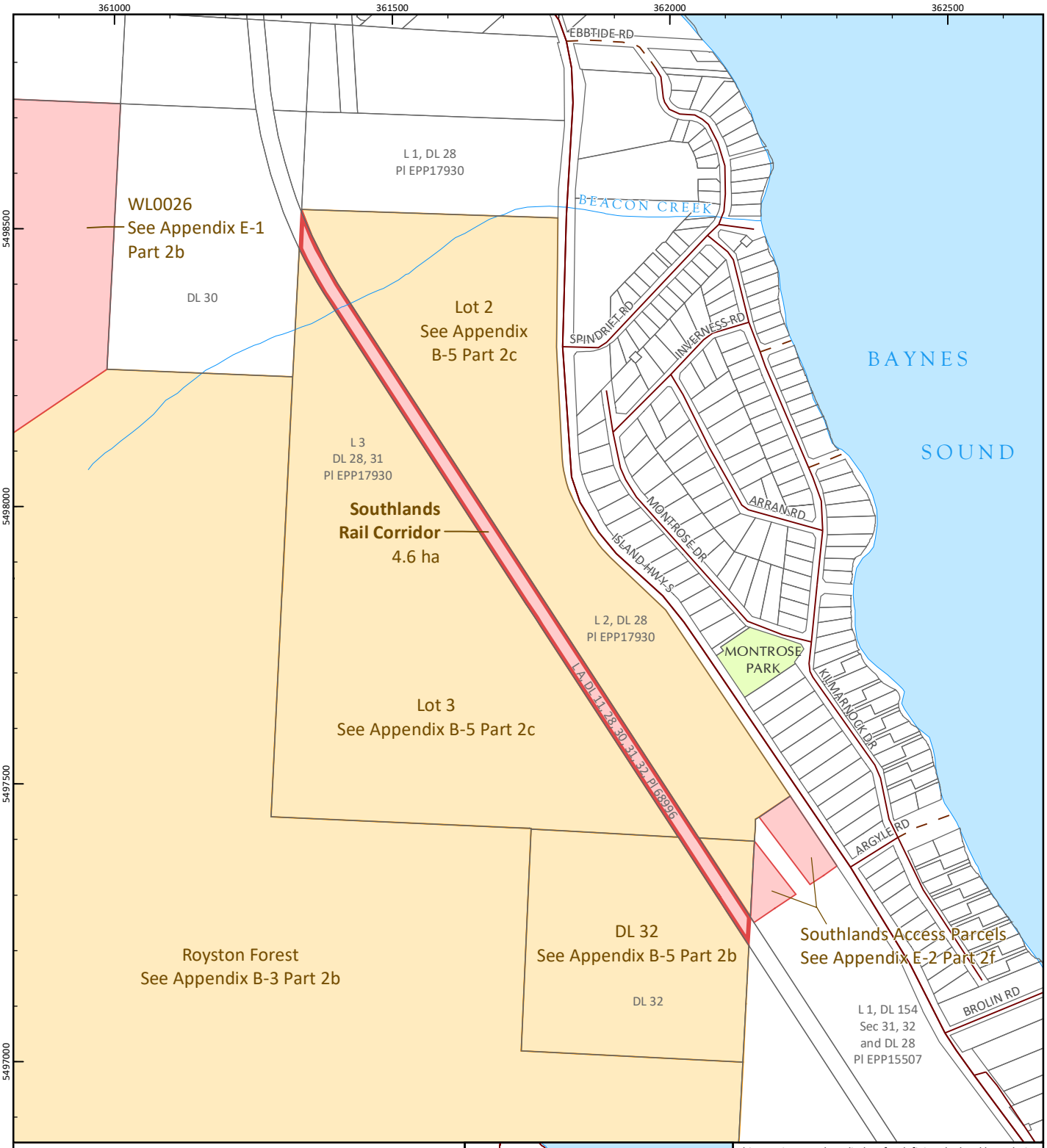
Ratio scale correct when printed at 8.5" x 11"

0 240

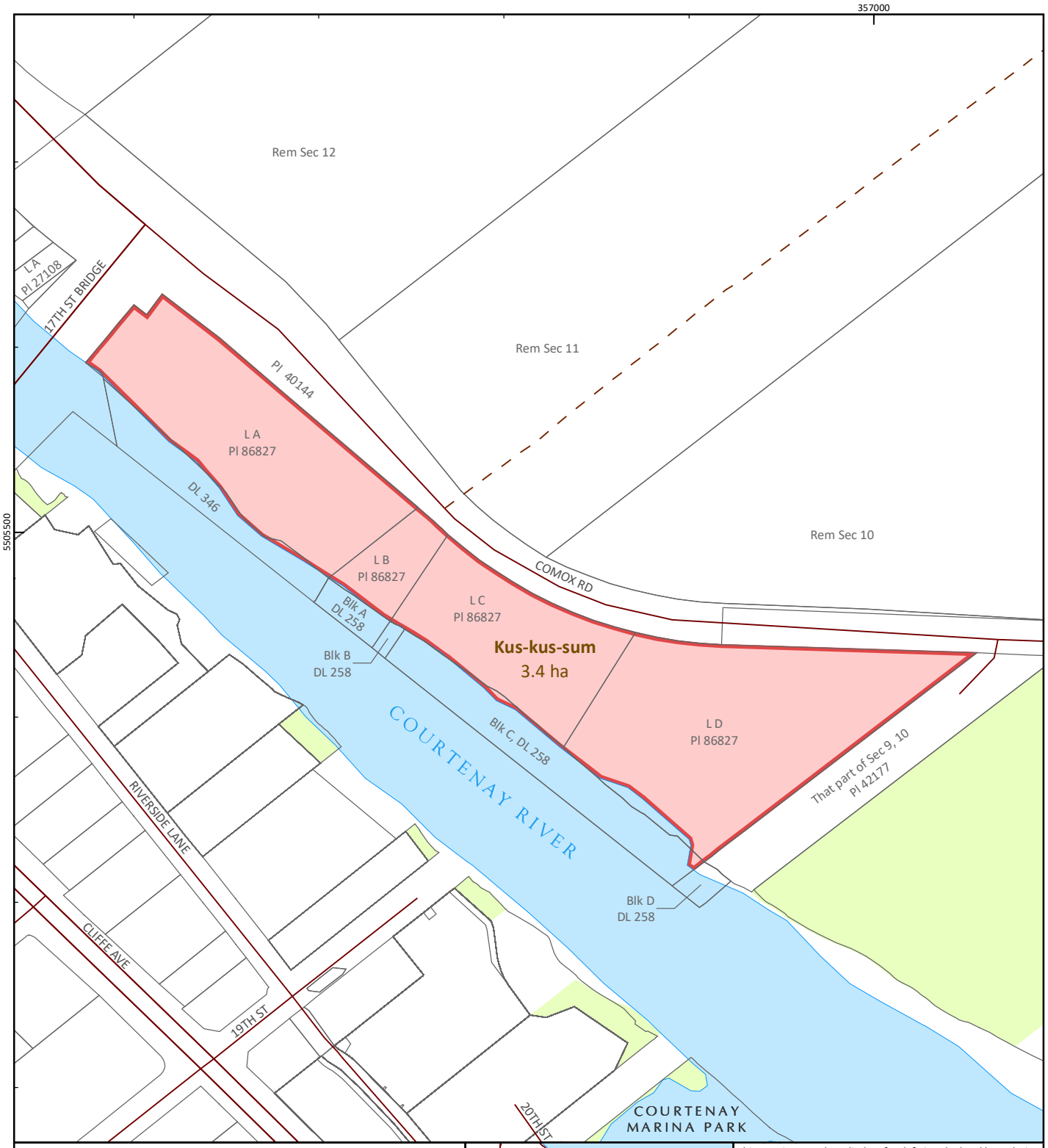
Metres

Appendix E-2 Part 2a
Pre-approved Additions to K'ómoks Lands - Fee Simple Lands
Intersection Lands at Strathcona Parkway

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



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



Pre-approved Additions to K'ómoks Lands - Subject Lands

Pre-approved Additions to K'ómoks Lands

K'ómoks Lands

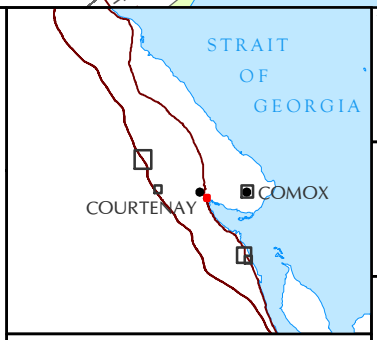
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox & Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands - Fee Simple Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:3,000

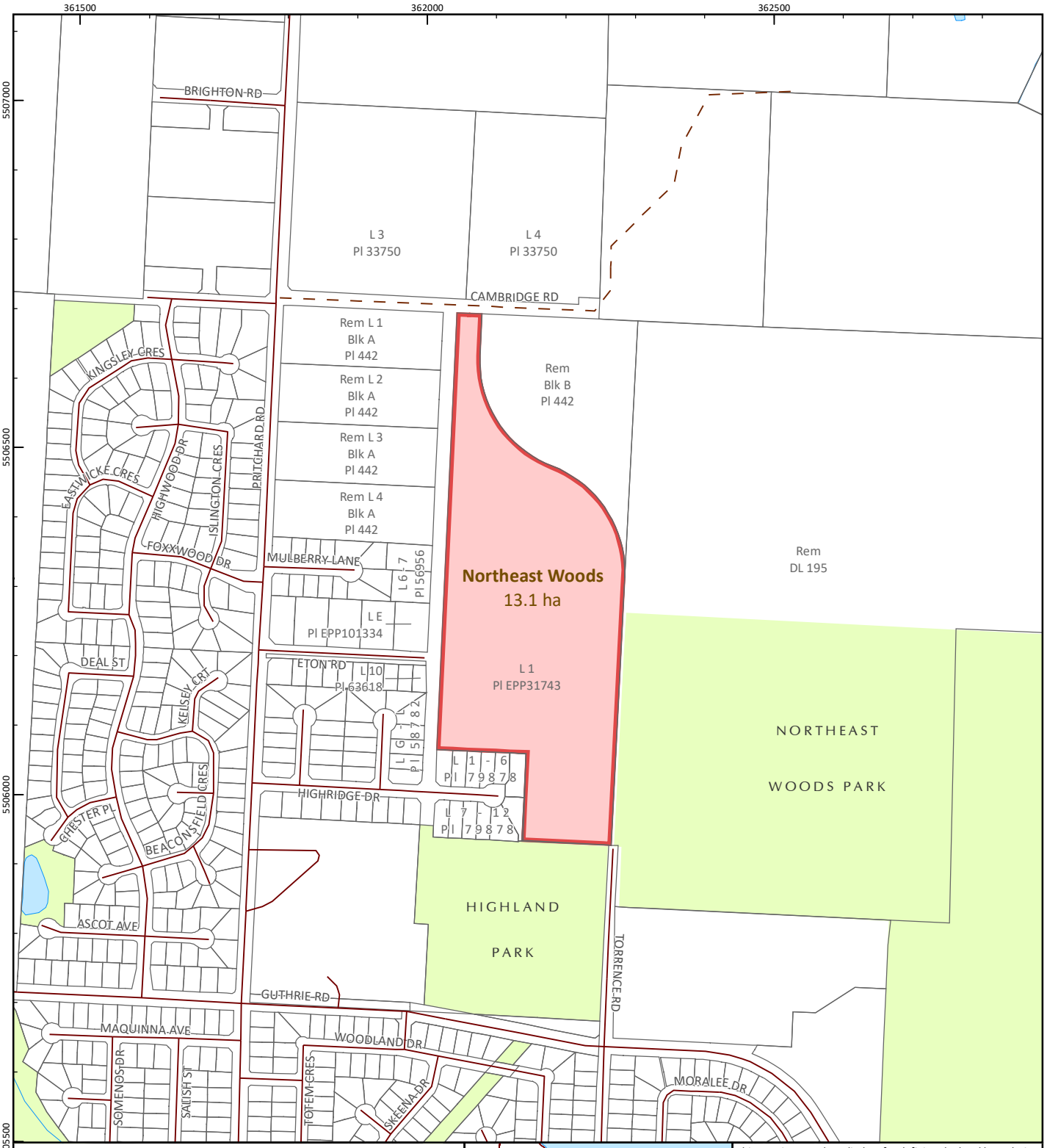
Ratio scale correct when printed at 8.5" x 11"

0 60

Metres

Appendix E-2 Part 2c
Pre-approved Additions to
K'ómoks Lands - Fee Simple Lands
Kus-kus-sum

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



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Pre-approved Additions to K'ómoks Lands - Fee Simple Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose. Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

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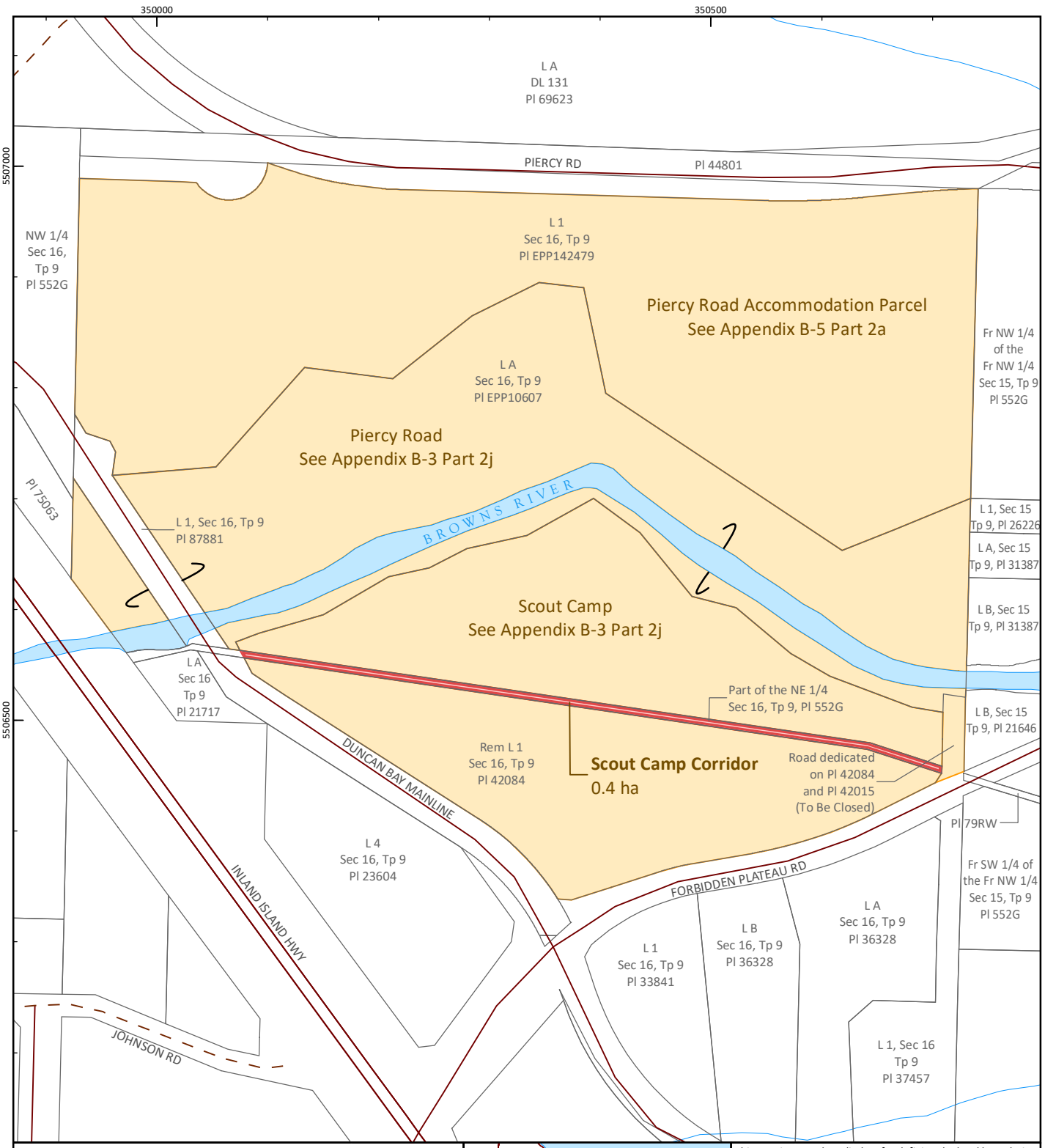
Metres

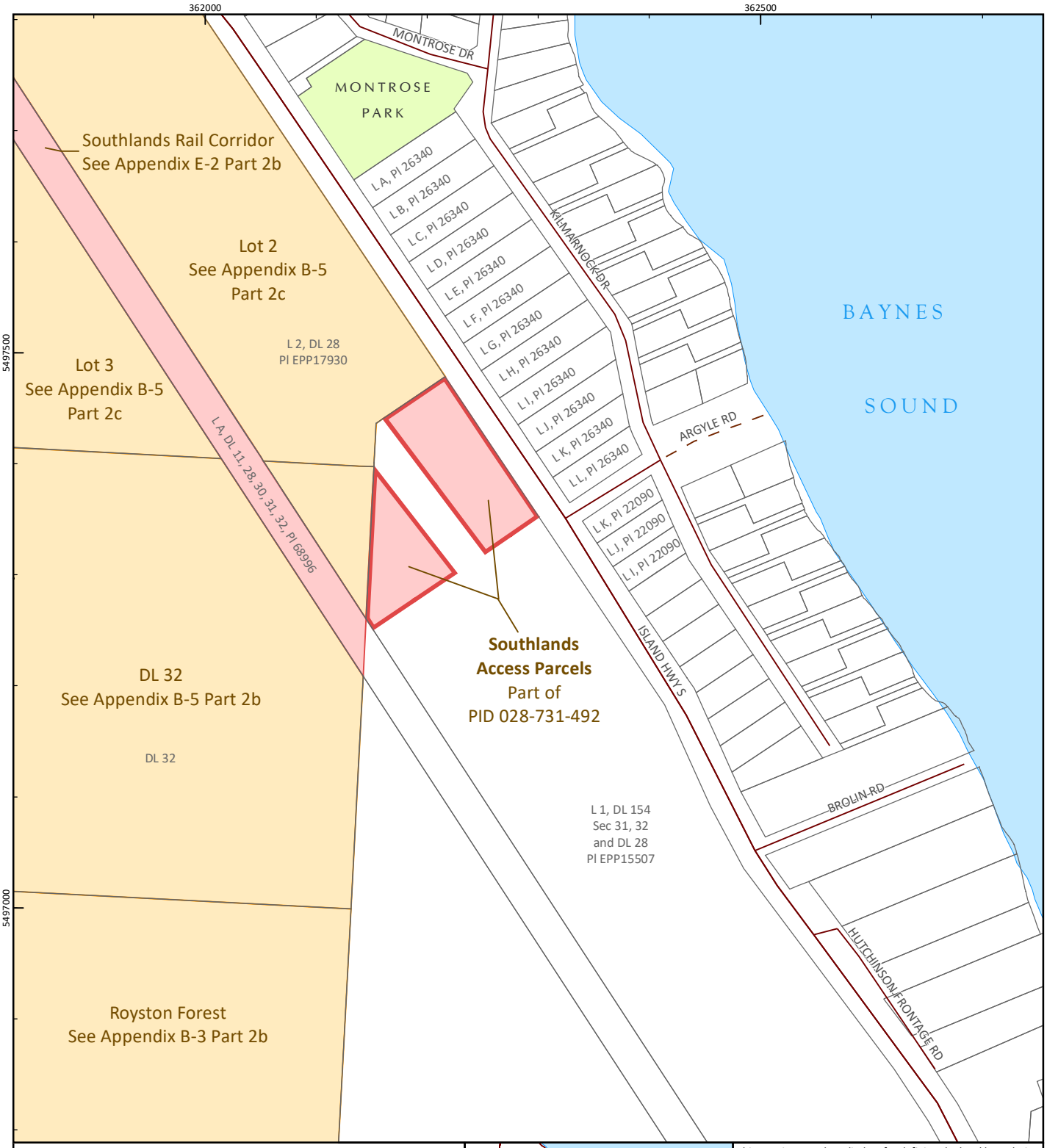
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix E-2 Part 2d
Pre-approved Additions to K'ómoks Lands - Fee Simple Lands
Northeast Woods

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



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



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

APPENDIX F: INTERESTS ON K’ÓMOKS LANDS

F-1: Interests to Continue

APPENDIX F-1
Interests to Continue

F-1 Part 1: Water Licences Issued under the Water Sustainability Act, or Interests Governed by the Water Sustainability Act

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

Interest Holder	**Water Licence No.**	**General Location**	**Appurtenance**
Department of Fisheries and Oceans	C116727 Conditional Water Licence	Browns River *(associated with Licence of Occupation for Browns River Fishway)*	East 1/2 of Northwest 1/4, Section 15, Township 9, Comox Land District, except Plans 12680 and 22025
Hornby Island Residents' and Ratepayers' Association	501661 (*associated with WTN 94041*)	Hornby Island *(associated with Public Works Lease – replacement interest)*	*That part of* SECTION 11, HORNBY ISLAND, FORMERLY SURVEYED AS BLOCK F, NORTHWEST 1/4 OF SECTION 11, NANAIMO DISTRICT, SHOWN OUTLINED ON SKETCH BELOW, CONTAINING 0.090 HECTARES, MORE OR LESS
Scouts Canada	WTN 52328 Unlicensed well	Scout Camp	Well licence application in process - TBC
Amanda Sharlene Racine	C017392	Wood Mountain	LOT 1 BLK 249 COMOX DISTRICT PLAN 19128
Forbidden Holdings	C121096	Browns River	LOT 1, SECTION 15, TOWNSHIP 9, COMOX DISTRICT, PLAN 22025
F. Lafranceoni	WTN 65574 Unlicensed well	DL 50	TBC
David Rye	WTN 96029 Unlicensed well	DL 50	TBC

APPENDIX F-1
Interests to Continue

F-1 Part 2: Subsurface Tenures Issued Under the Petroleum and Natural Gas Act

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

Interest Holder	Interest	Location	Tenure Number
Haida Resources	PNG Tenure	Lot 2 and Lot 3	21534
Haida Resources	PNG Tenure	DL 32	21534
Haida Resources	PNG Tenure	DL 7	21534
Haida Resources	PNG Tenure	Goose Spit Site 1	21534
Haida Resources	PNG Tenure	Goose Spit Site 2	21534
Haida Resources	PNG Tenure	Comox 1	21534
Haida Resources	PNG Tenure	Goose Spit 3	21534
Haida Resources	PNG Tenure	Pentledge 2	21534
Haida Resources	PNG Tenure	Royston Forest	21534
Haida Resources	PNG Tenure	Sage Hills	21534
Haida Resources	PNG Tenure	Pentledge 2 Rail Corridor	21534

APPENDIX F-1
Interests to Continue

F-1 Part 3: Trapline Issued under the Wildlife Act

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

Interest Holder	Trapline Registration Number
Alwyn Morris Trace Travis John Trace	TR0110T612

APPENDIX F-1
Interests to Continue

F-1 Part 4: Guide Outfitter Certificates and Licences Issued under the Wildlife Act

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

Interest Holder	**Certificate Number**
Trophy West Guide Outfitters Ltd	100681
Sean Lingl	100674

APPENDIX F-1
Interests to Continue

F-1 Part 5: Continuing Interests Registered in the Land Title Office

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

Interest Holder	**Land Title Office Registration Number**	**Interest**	**Location**
TimberWest Forest Corp	89983G	Statutory Right of Way	Piercy Road PID: 028-597-052 Scout Camp PID: 001-540-858
TimberWest Forest Corp	89984G	Statutory Right of Way	Piercy Road PID: 028-597-052 Scout Camp PID 001-540-858
TimberWest Forest Corp	73245G	Statutory Right of Way	Piercy Road PID: 028-597-052
Comox Timber – c/o Hancock Forest Management	FA119028	Easement	Sage Hills PID: 026-553-970
Transport Canada	J128558	Aeronautic zoning	Waveland Beacon PID: 006-447-503 Williams Beach PID: 006-408-125 PID: 006-408-150 PID: 006-408-184 PID: 008-906-424 PID: 008-906-271 PID: 008-906-530
Compliance Holdings Ltd. Incorporation No.: BC0974499	EJ49176	Statutory Right of Way	Sage Hills PID: 026-553-970

Interest Holder	Land Title Office Registration Number	Interest	Location
Compliance Holdings Ltd. Incorporation No.: BC0974499	EJ49177	Statutory Right of Way	Sage Hills PID: 026-553-970
Compliance Holdings Ltd. Incorporation No.: BC0974499	EK101253	Statutory Right of Way	Sage Hills PID: 026-553-970
N/A (charge for the benefit of PID 026-553-970)	242937G	Easement	Sage Hills PID: 009-941-134 (servient tenement)
Timberland Lumber Co. Limited	152076G	Right of Way	Sage Hills PID: 009-941-134
Northern Development Limited	320286G	Right of Way	Wood Mountain PID: 003-756-521

APPENDIX F-1
Interests to Continue

F-1 Part 6: Woodlot Licences Issued under the Forest Act

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

Interest Holder	**Registration Number**	**Interest**	**Location**
K'ómoks First Nation	WL1968	Woodlot Licence	Royston Forest

APPENDIX F-1
Interests to Continue

F-1 Part 7: Interests Issued by K'ómoks First Nation

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

Interest Holder	Interest	Location

APPENDIX F-1
Interests to Continue

F-1 Part 8: Undersurface Rights and Exceptions and Reservations Registered in the Land Title Office

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

Land Title Office Registration Number	Location
M76300	Royston Forest Sage Hills DL 7 Wood Mountain Wood Mountain West Mt Washington Gravel Pit Williams Beach Wildwood Forest Tribal Park Scout Camp and Piercy Road Browns River DL 50 Waveland Beacon Piercy Road Accommodation Parcel Lot 3 DL 32 DL 253 and DL 257
L65172	Royston Forest: 010-450-921
FB228669	Royston Forest: 010-450-921
CA4212118	Royston Forest: 010-450-921
EB117192	Royston Forest: 012-625-876
FB228685	Royston Forest: 012-625-876
CA4084994	Royston Forest: 012-625-876
EJ49175	Sage Hills: 026-553-970
EK101252	Sage Hills: 026-553-970
FB228635	Sage Hills: 026-553-970
FB228636	Sage Hills: 026-553-970
CA3939105	Sage Hills: 026-553-970
CA4212114	Sage Hills: 026-553-970
FB489638	Sage Hills: 026-553-970
R46803	Sage Hills: 009-941-134
FB228626	Sage Hills: 009-941-134
CA4084961	Sage Hills: 009-941-134

F-2: Interests to be Replaced on Effective Date

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 1: Interests on Former K'ómoks First Nation Reserves to be Replaced on Effective Date

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 1a: Certificates of Possession (CP) and Other Interests under the Indian Act or K'ómoks First Nation Land Code

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

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 3 CLSR 56315 PIN: 902009921	Maria Gabriella Hardy	Certificate of Possession (CP 119407)
LOT 4 CLSR 56315 PIN: 902524098	Melinda Constance Knox	Certificate of Possession (CP 161552)
LOT 5 CLSR 56315 PIN: 900024331	Mervyn Stewart Hardy	Certificate of Possession (CP 18338)
LOT 7 CLSR 59348 PIN: 902009908	Andrew Everson	Allotment (First Nation Member KFN-005)
LOT 8 CLSR 59348 PIN: 902009909	Kerry Norman Frank	Certificate of Possession (CP 403030737)
LOT 9 CLSR 59348 PIN: 902009910	Kenneth Joseph Save	Certificate of Possession (CP 119394)
LOT 10 CLSR 59348 PIN: 902009786	Hazel Lorraine Clifton	Certificate of Possession (CP 121222)
LOT 11 CLSR 59348 PIN: 902009911	Kerry Norman Frank	Certificate of Possession (CP 403030736)

[3] For any lots listed in this Appendix that have no PIN, registration in the FNLRS is in process and lot information will be updated once registration is complete

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 17 CLSR 59348 PIN: 902009912	Valerie Ethel Frank	Certificate of Possession (CP 119396)
LOT 18 CLSR 59348 PIN: 902009913	Cheyann Elizabeth Billie	Allotment (First Nation Member KFN-030)
LOT 19 CLSR 59348 PIN: 902009914	Rebecca Glennis Hardy (undivided 1/2) Hakeem Abdullahi Hardy (undivided 1/2)	Certificate of Possession (CP 403029830) (CP 403029831)
LOT 20 CLSR 59348 PIN: 902015950	Stanley Ralph Frank Carolyn Sandra Frank (joint tenants)	Certificate of Possession (CP 130246)
LOT 27 CLSR 59348 PIN: 902009916	Jacqueline Louise Frank	Certificate of Possession (CP 119400)
LOT 28 CLSR 59348 PIN: 902511105	Donna Fay White	Certificate of Possession (CP 146116)
LOT 30 CLSR 73033 PIN: 902009918	Coral-Deann Nicole Mackay	Certificate of Possession (CP 403024443)
LOT 31 CLSR 73033 PIN: 903037011	Barbara Ann Kathleen Whyte	Allotment (First Nation Member KFN-026)
LOT 32 CLSR 73033 PIN: 903037234	Robin Emily Wilson Holli Jolene Wilson (joint tenants)	Allotment (First Nation Member KFN-028)
LOT 33 CLSR 73033 PIN: 902009919	Edgar Preston Logan	Allotment (First Nation Member KFN-009)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 34 CLSR 73033 PIN: 903024381	Cherie Leslie Mary Newman	Allotment (First Nation Member KFN-002)
LOT 35 CLSR 73033 PIN: 903030584	Helen Mary Rowena Everson	Allotment (First Nation Member KFN-017)
LOT 36 CLSR 73033 PIN: 902501037	Fernanda Marie Pare	Certificate of Possession (CP 136359)
LOT 37 CLSR 73033 PIN: 903019820	Gordon Mark Davis	Certificate of Possession (CP 403030561)
LOT 38 CLSR 73033 PIN: 902520275	Sandra Patricia Hardy Kimberly Rebecca Hardy (joint tenants)	Certificate of Possession (CP 4043760)
LOT 39 CLSR 73033 PIN: 903018355	Josephine Florence Howell	Certificate of Possession (CP 403023253)
LOT 40 CLSR 73033 PIN: 902523989	Bonnie Lynn Frank	Allotment (First Nation Member KFN-025)
LOT 41 CLSR 73033 PIN: 902528932	Clayton William Jacob Frank Joshua Brandon Frank (joint tenants)	Certificate of Possession (CP 167913)
LOT 42 CLSR 73033 PIN: 903027034	Robert James Bowie	Allotment (First Nation Member KFN-011)
LOT 43 CLSR 73033 PIN: 903036501	Anthony Yvan Fortin	Allotment (First Nation Member 403055645)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 44 CLSR 73033 PIN: 903027145	Sharlene Joyce Frank	Allotment (First Nation Member KFN-012)
LOT 45 CLSR 73033 PIN: 903015406	Carol Ann Tomlinson	Certificate of Possession (CP 403018007)
LOT 46 CLSR 73033 PIN: 902009795	Bryan Emmerson Billy	Certificate of Possession (CP 135852)
LOT 47 CLSR 73033 PIN: 902009917	Kenneth Joseph Save	Certificate of Possession (CP 403024620)
LOT 48 CLSR 73033 PIN: 903031558	Heather Anne Moore	Allotment (First Nation Member KFN-020)
LOT 49 CLSR 73033 PIN: 903032025	Ashley Patricia Templeman	Allotment (First Nation Member KFN-057)
LOT 50 CLSR 73033 PIN: 902015101	Renee Alison Mitchell	Certificate of Possession (CP 128728)
LOT 51 CLSR 73033 PIN: 903024380	Frances Marion Prince	Allotment (First Nation Member KFN-001)
LOT 52 CLSR 73033 PIN: 902529450	Georgia Lea O'Brien	Certificate of Possession (CP 166612)
LOT 53 CLSR 73033 PIN: 903031592	Gregory Keith Frank	Allotment (First Nation Member KFN-021)
LOT 54 CLSR 73033 PIN: 903030582	Lorelei May Palmer	Allotment (First Nation Member KFN-016)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 55 CLSR 73033 PIN: 902009920	April Anne Shopland	Certificate of Possession (CP 119404)
LOT 56 CLSR 81270 PIN: 902012813	Marilyn Jane Clifton (Pryce)	Certificate of Possession (CP 125433)
LOT 58 RSBC 2592 PIN: 903036502	Sean Frank	Allotment (First Nation Member 403055646)
LOT 59 RSBC 2592 PIN: 903020486	Kenneth James Price	Certificate of Possession (CP 403027916)
LOT 60 RSBC 2592 PIN: 903031460	Alan James Hardy	Allotment (First Nation Member KFN-018)
LOT 61 RSBC 2592 PIN: 903030577	Antonio Emmerson Billie	Allotment (First Nation Member KFN-015)
LOT 62 RSBC 2592 PIN: 903037233	Alan David Mitchell	Allotment (First Nation Member KFN-059)
LOT 63 RSBC 2592 PIN: 903032171	Anthony Hardy	Allotment (First Nation Member KFN-022)
LOT 64 RSBC 2592 PIN: 903026523	Robert Andrew Slade Everson	Allotment (First Nation Member KFN-010)
LOT 65-1 RSBC 3599R PIN: 902509705	Pauline Elizabeth Mitchell	No Evidence of Title Issued
LOT 65-2 RSBC 3599R PIN: 902509706	Ronald William Mitchell Margaret Gail Mary Mitchell (joint tenants)	Allotment (First Nation Member KFN-008)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
Lot 66-1 CLSR 93054 PIN: 903024971	Ronald William Mitchell Margaret Gail Mary Mitchell (joint tenants)	Certificate of Possession (CP 403036309)
LOT 66-2 CLSR 93054 PIN: 903024972	Pamela Anne Mitchell	Allotment (First Nation Member KFN-006)
LOT 67 CLSR 81485 PIN: 902013018	Kerry Norman Frank	Certificate of Possession (CP 126075)
LOT 68 CLSR 81485 PIN: 902013019	Bernadette Dawn Savoie (undivided 1/3) Michael Bruce Savoie (undivided 1/3) Susan Irene Margaret Savoie (undivided 1/3)	Certificate of Possession (CP 403016086) (CP 403016088) (CP 403016087)
LOT 69 CLSR 81485 PIN: 902013020	Allan George Mitchell Barbara Ann Mitchell (joint tenants)	Certificate of Possession (CP 126052)
LOT 70 CLSR 81485 PIN: 902013021	Ernest Hardy	Certificate of Possession (CP 126074)
LOT 71 CLSR 81485 PIN: 902013022	Robert Stewart McEwan Hardy	Certificate of Possession (CP 160737)
LOT 72 CLSR 81485 PIN: 902013023	Trevor Ernest Hardy	Allotment (First Nation Member KFN-004)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 73 CLSR 81485 PIN: 902013024	Tyson Lou Allan Johnston (undivided 1/3) Tristan Thomas Jo Jo Johnston (undivided 1/3) Dalton Forrester Johnston (undivided 1/3)	Certificate of Possession (CP 403018218) (CP 403018220) (CP 403018219)
LOT 74 CLSR 81289 PIN: 902012834	Kerry Norman Frank	Certificate of Possession (CP 403030738)
LOT 75 CLSR 81289 PIN: 902012835	Ramona Daphne Johnson	Allotment (First Nation Member KFN-023)
LOT 76 CLSR 81263 PIN: 902012804	Michael Frank	Certificate of Possession (CP 125432)
LOT 77-1 RSBC 3557R PIN: 903022119	Guy Jacob Charles Wright	Certificate of Possession (CP 403031165)
LOT 77-2 RSBC 3557R PIN: 903036511	Troy Roger Clayton Wright	Allotment (First Nation Member 403055655)
LOT 77-4 RSBC 3557R PIN: 903036512	Sean Michael Cameron Colclough	Allotment (First Nation Member 403055656)
LOT 77-5 RSBC 3557R PIN: 903036513	Shane Christopher Colclough	Allotment (First Nation Member 403055657)
LOT 77-6 RSBC 3557R PIN: 903036514	Donna Billiet Frank	Allotment (First Nation Member 403055658)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 77-7 RSBC 3557R PIN: 902511052	Cindy Kathleen Frank	Certificate of Possession (CP 146336)
LOT 77-8 RSBC 3557R PIN: 903036515	Terry Donald Mitchell	Allotment (First Nation Member 403055659)
LOT 77-9 RSBC 3557R PIN: 903036516	Michelle Dawn Byers	Allotment (First Nation Member 403055644)
LOT 77-10 RSBC 3557R PIN: 903028607	Mark Anthony Farrell	Allotment (First Nation Member KFN-013)
LOT 77-11 RSBC 3557R PIN: 903036504	Christina Pauline McLean	Allotment (First Nation Member 403055648)
LOT 77-12 RSBC 3557R PIN: 903036505	Randy Adam Hardy	Allotment (First Nation Member 403055649)
LOT 77-13 RSBC 3557R PIN: 903036506	Pamela Nicole Rempel	Allotment (First Nation Member 403055650)
LOT 77-14 RSBC 3557R PIN: 903036507	Chantelle Lee Antoine	Allotment (First Nation Member 403055651)
LOT 77-15 RSBC 3557R PIN: 903036508	Keisha Margaret Lee Everson	Allotment (First Nation Member 403055652)
LOT 77-16 RSBC 3557R PIN: 903036509	Tami Louise Compton	Allotment (First Nation Member 403055653)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 77-17 RSBC 3557R PIN: 903026521	Bonnie Lynn Frank	Allotment (First Nation Member KFN-007)
LOT 77-18 RSBC 3557R PIN: 903028847	Rachelle Marie Antoine	Allotment (First Nation Member KFN-014)
LOT 77-19 RSBC 3557R PIN: 903036510	Katherine Nicole Frank	Allotment (First Nation Member 403055654)
LOT 82 RSBC 3594R PIN: 902508735	Sharlene Joyce Frank	Certificate of Possession CP 403028941
LOT 83 CLSR 109585 PIN: 903036488	Kevin Shawn Ross	Allotment (First Nation Member 403055623)
LOT 84 CLSR 109585 PIN: 903036489	Jenna Lee Ann Everson	Allotment (First Nation Member 403055624)
LOT 85 CLSR 109585 PIN: 903036490	William Jonathan Preece	Allotment (First Nation Member 403055625)
LOT 86 CLSR 109585 PIN: 903036491	Zachary Richard Gordon Everson	Allotment (First Nation Member 403055629)
LOT 87 CLSR 109585 PIN: 903036492	Simone Louise Compton	Allotment (First Nation Member 403055628)
LOT 88 CLSR 109585 PIN: 903036456	Clayton William Jacob Frank	Allotment (First Nation Member 403055610)

Parcel Description and First Nation Land Register System (FNLRS) Parcel Identification Number (PIN)[3]	**Interest Holder**	**Existing Interest**
LOT 89 CLSR 109585 PIN: 903036503	Joshua Brandon Frank	Allotment (First Nation Member 403055647)
LOT 90 CLSR 109585 PIN: 903036493	Christina Marie White	Allotment (First Nation Member 403055630)
LOT 91 CLSR 109585 PIN: 903036494	Melanie Rose Hardy	Allotment (First Nation Member 403055631)
LOT 92 CLSR 109585 PIN: 903036496	Tanner Stevens Billie	Allotment (First Nation Member 403055638)
LOT 93 CLSR 109585 PIN: 903036497	Kalem Tyson Nygren Hardy	Allotment (First Nation Member 403055639)
LOT 96 CLSR 109585 PIN: 903036498	Cory Ralph Frank	Allotment (First Nation Member 403055640)
LOT 97 CLSR 109585 PIN: 903031461	Kimberly Anne Kathleen Webber	Allotment (First Nation Member KFN-019)
LOT 98 CLSR 109585 PIN: 903036499	Kianna Mary Everson	Allotment (First Nation Member 403055642)
LOT 99 CLSR 109585 PIN: 903036500	Karver Richard Slade Everson	Allotment (First Nation Member 403055643)

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 1b: Public Utility Works and Other Registered Interests

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

Interest Holder	**Interest**	**Location**	**FNLRS Registration Number**	**Replacement Interest**
Comox Valley Regional District	Easement, Right of Way (pump station and sewer pipeline)	Comox 1	205809	Statutory Right of Way for Pump Station and Sewer Pipeline (G-10)
Queneesh Developments Inc.	Queneesh Mobile Home Park Lease Modification of Lease Modification of Lease Modification of Lease	Comox 1	53348 56015 99724 298026	Lease for Mobile Home Park (G-11)
Michael Didham	Lease	Comox 1	4028611	Lease for Michael Didham (G-12)
BC Hydro & Power Authority/BC Telephone Co.	Permit	Comox 1	100384	Statutory Right of Way Agreement – Distribution Line (G-1)
British Columbia Hydro and Power Authority	Permit	Pentledge 2	80153	Statutory Right of Way Agreement – Distribution Line (G-1)

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 2: Interests on Former Provincial Crown Lands to Be Replaced on Effective Date

Note: The Parties will update the Appendices before Effective Date

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 2a: Public Utility Works

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

Interest Holder	**Land Title Office Registration Number, Crown Land File Number(s) & Document Number (as applicable)**	**Interest**	**Location**	**Replacement Interest**
British Columbia Hydro and Power Authority	Land Title Office Registration No.: 143161G Crown Land File No.: 0159409 Crown Land Document No.: 108	Right of Way	Browns River PID: 008-925-313 Royston Forest PID: 006-701-639 PID: 006-701-698 PID: 006-701-825 PID: 006-701-809 PID: 006-701-779 PID: 006-701-744 PID: 007-036-540 Wildwood Forest Tribal Park PID: 008-925-348	All existing BC Hydro interests will be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: EB76800	Statutory Right of Way	Browns River PID: 008-937-257 Royston Forest	All existing BC Hydro interests will be replaced with Statutory

Interest Holder	Land Title Office Registration Number, Crown Land File Number(s) & Document Number (as applicable)	Interest	Location	Replacement Interest
	Crown Land File No.: 0211089 Crown Land Document No.: 1228		PID: 010-450-921 PID: 006-700-926 PID: 006-701-311 PID: 006-700-772 PID: 006-700-764 PID: 006-700-721 PID: 006-700-586 PID: 012-625-876 Wildwood Forest Tribal Park PID: 008-932-450 PID: 008-937-257	Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: 135323G	Right of Way	Browns River PID: 008-938-725 PID: 003-378-292 Wildwood Forest Tribal Park PID: 008-921-113 PID: 008-936-776 PID: 008-938-725	All existing BC Hydro interests will be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: 210233G	RW & RC	Browns River PID: 008-938-725 PID: 003-378-292	All existing BC Hydro interests will be replaced with

Interest Holder	Land Title Office Registration Number, Crown Land File Number(s) & Document Number (as applicable)	Interest	Location	Replacement Interest
			Wildwood Forest Tribal Park PID: 008-938-725 PID: 008-938-849	Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: EN77661 Crown Land File No.: 0203596 Crown Land Document No.: 106335	Statutory Right of Way	Mt Washington Gravel Pit PID: 029-911-559 Piercy Road PID: 028-597-052	All existing BC Hydro interests will be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: 240337G	Right of Way	Sage Hills PID: 026-553-970	All existing BC Hydro interests will be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
British Columbia Hydro and	Land Title Office Registration No.:	Statutory Right of	Sage Hills PID: 009-941-134	All existing BC Hydro interests will

Interest Holder	Land Title Office Registration Number, Crown Land File Number(s) & Document Number (as applicable)	Interest	Location	Replacement Interest
Power Authority	CA9743533 & CA9743534	Way and Covenant		be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
FORTISBC ENERGY INC. (VANCOUVER ISLAND)	Land Title Office Registration No.: EV86326 Crown Land File No.: 1404975 Crown Land Document No.: 109839	Statutory Right of Way	Royston Forest PID: 010-450-921 PID: 006-700-926 PID: 006-701-311 PID: 006-700-772 PID: 006-700-764 PID: 006-700-721 PID: 006-700-586 PID: 012-625-876 PID: 013-435-957 Wildwood Forest Tribal Park PID: 008-921-113 PID: 008-932-450 PID: 008-938-849 PID: 008-938-776	All existing FortisBC interests will be replaced with Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Land Title Office Registration No.: EF68457	Statutory Right of Way	Sage Hills PID: 026-553-970	All existing FortisBC interests will be replaced

Interest Holder	Land Title Office Registration Number, Crown Land File Number(s) & Document Number (as applicable)	Interest	Location	Replacement Interest
				with Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Land Title Office Registration No.: ET26856	Statutory Right of Way	Wildwood Forest Tribal Park PID: 008-925-348	All existing FortisBC interests will be replaced with Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
British Columbia Hydro and Power Authority	Land Title Office Registration No.: 210232G	Right of Way	Wildwood Forest Tribal Park PID: 008-921-113	All existing BC Hydro interests will be replaced with Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 2b: Licences of Occupation, Leases

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

Interest Holder	**Licence of Occupation Issued Under the *Land Act***	**Interest**	**Location**	**Replacement Interest**
Mount Washington Pacific, ULC	Crown Land File No.: 1400139 Crown Land Document No.: V888439	Non-exclusive seasonal parking area.	Mt Washington Gravel Pit	Licence of Occupation for Mount Washington Pacific, ULC (G-7)
Hornby Island Residents' and Ratepayers' Association	Crown Land File No.: 1402668 Crown Land Document No.: V911919	Public Works Lease	Hornby Island	Lease for Hornby Island Residents' and Ratepayers' Association (G-8)
Scout Properties (BC/Yukon)	Crown Land File No.: 0294097 Crown Land Document No.: V922427	Community Facility Lease	Scout Camp	Lease for Scout Properties (BC/Yukon) (G-9)

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 3: Interests on Former K'ómoks Private Fee Simple Lands to be Replaced on Effective Date

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

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 3a: Public Utility Works

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

Interest Holder	Interest	Location	Replacement Interests

APPENDIX F-2
Interests to be Replaced on Effective Date

F-2 Part 3b: Other Interests

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

Interest Holder	Interest	Location	Replacement Interest

F-3: Interests to be Created by K’ómoks on Effective Date

APPENDIX F-3
Interests to be Created by K'ómoks on Effective Date

F-3 Part 1: Existing Water Licences Requiring Access over K'ómoks Land

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

Interest Holder	Interest	Description	General Location	Interest to be Created
Amanda Sharlene Racine	C017392	Water Licence	Wood Mountain	Easement for Access to Water Licences (G-13)
F. Lafranceoni	WTN 65574	Unlicensed well	DL 50	Permit for Water Works (G-14)
David Rye	WTN 96029	Unlicensed well	DL 50	Permit for Water Works (G-14)
Forbidden Holdings	C121096 PCL1002480	Water Licence	Browns River	Easement for Access to Water Licences (G-13)

APPENDIX F-3
Interests to be Created by K'ómoks on Effective Date

F-3 Part 2: Fee Simple Estates Requiring Private Road Easement over K'ómoks Lands

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

Land Title Office Parcel Identifier (PID)	**Registered Owner**	**Description of K'ómoks Land Over Which Easement is Required**	**Interest to be Created**
PID: 006-642-179	Hancock / Manulife (Comox Timber)	Sage Hills	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 000-870-421	TimberWest Forest Corp	Wildwood Forest Tribal Park Easement for R07266 BURNSML 3 and R07266 BURNSML 1	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 006-687-393	Comox Lake Land Corp	DL 50	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 009-669-396 PID: 009-669-418	Canwel Forest	H'kusam	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 009-704-710 PID: 007-261-985	Mosaic	Sage Hills	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 004-137-540	Mosaic	Wood Mountain West	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 000-689-912	Rachel Dawn Boult	Salmon River	Easement for Private Road Access to Fee Simple Parcels (G-15)
PID: 003-634-167	Hancock / Manulife (Comox Timber)	Sage Hills	Easement for Private Road Access to Fee Simple Parcels (G-15)

PID: 000-689-912	Kendra Elizabeth Wharton	Salmon River	Easement for Private Road Access to Fee Simple Parcels (G-15)

APPENDIX F-3
Interests to be Created by K'ómoks on Effective Date

F-3 Part 3: Foreshore Interests Requiring Upland Owner Consent

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

Interest Holder	**Parcel Description or Crown Land File Number**	**General Location**	**Interest to be Created**
Pentlatch Seafoods	Crown Land File No.: 1411109 Crown Land Document No.: V938537	Jáij7em (Sandy Island) - Licence of Occupation - Shellfish	Upland Owner Consent Related to Aquaculture Licence (G-16)

APPENDIX F-3
Interests to be Created by K'ómoks on Effective Date

F-3 Part 4: Statutory Rights of Way Agreements

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

Interest Holder	Interest	General Location	Interest to be Created
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest Undeveloped Road Allowance - McNair Road	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest Undeveloped Road Allowance - Palmer Road	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-001	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 010-450-921	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Sage Hills PID: 009-941-134	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-639	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-698	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-825	Statutory Right of Way Agreement in

Interest Holder	Interest	General Location	Interest to be Created
			Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-809	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-779	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 006-701-744	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Royston Forest PID: 007-036-540	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Browns River PID: 008-925-313	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way	Wildwood Forest Tribal Park PID: 008-937-257	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way - Distribution facilities within IR 1	Comox 1	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way - Distribution facilities within Goose Spit Site 1	Goose Spit Site 1 PIN: 15601450	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
FORTISBC ENERGY INC.	Statutory Right of Way - Distribution facilities within Goose Spit Site 1	Goose Spit Site 1 PIN: 13503690	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable

Interest Holder	Interest	General Location	Interest to be Created
FORTISBC ENERGY INC.	Statutory Right of Way - Distribution facilities within Goose Spit Site 1	Goose Spit Site 1 PIN: 90039878	Statutory Right of Way Agreement in Appendix G-4 to G-6 as applicable
BC Hydro	Transmission SRW	All K'ómoks Lands that include surveyed transmission corridor	Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
BC Hydro and Telus	Distribution SRW	All K'ómoks Lands	Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
BC Hydro	Ancillary SRW	TBD	Statutory Right of Way Agreement in Appendix G-1 to G-3 as applicable
Ministry of Forests	Statutory Right of Way R14259 6 aka SR61	Salmon River	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way R00548 SR60	Salmon River	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way R09687: RD460-1-1 RD460-1-2, RD460-1-3	Salmon River (Research Installation Site)	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way R12583 1	Royston Forest	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way FSR 9384 01 / Van West Road	Royston Forest	Easement/SRW for Road/Access (G-17)

Interest Holder	Interest	General Location	Interest to be Created
Ministry of Forests	Statutory Right of Way R08978 SP903	Royston Forest (WL0085)	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way R16780 Union Bay Main	Royston Forest (WL0026)	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way Van West Road	Sage Hills	Easement/SRW for Road/Access (G-17)
Ministry of Forests	Statutory Right of Way R08978 ML900	Royston Forest (WL0085)	Easement/SRW for Road/Access (G-17)
Comox Valley Regional District	Easement or Right of Way for pump station and sewer pipeline	Goose Spit Site 1	Statutory Right of Way for Pump Station and Sewer Pipeline (G-10)

APPENDIX F-3
Interests to be Created by K'ómoks on Effective Date

F-3 Part 5: Other Interests

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

Interest Holder	Interest	General Location	To Be Registered in Land Title Office	Interest to be Created
Department of Fisheries and Oceans	Non-exclusive use of a portion of Goose Spit Site 2 for the operation and maintenance of Navigation Beacon	Goose Spit Site 2	Yes	
Department of Fisheries and Oceans	Single non-exclusive KFN-DFO Licence of Occupation to cover the footprint of the Browns River Fishway and the associated access requirements (associated with Conditional Water Licence C116727)	Browns River	No	
Department of National Defence	Lease issued to DND from KFN - for Goose Spit lands currently used by DND for HMCS Quadra and the 'Western Tip of the Spit'. Also shared road use agreement will be included in the lease	Goose Spit Site 1 and Goose Spit Site 2	Yes	

Interest Holder	Interest	General Location	To Be Registered in Land Title Office	Interest to be Created
Department of National Defence	Shared road use agreement	Goose Spit Site 1, Goose Spit Site 2 and Goose Spit 3	To be determined	
Ministry of Forests	Licence of Occupation for Forest Research Installation EP1140.02 located in PID 009-999-001	Salmon River PID: 009-999-001 Access agreement to this Plot needed via: Road Permit Roads: R09687 RD460-1-1, R09687 RD460-1-2 & R09687 RD460-1-3	Yes	Licence of Occupation for Forest Research Installation Site (G-18)
PID: 000-563-676 Lisa Ludwig and Curtis Saunders (current registered owner)	Encroachment Agreement - Easement	DL 50	Yes	Easement for Encroachment (G-19)
PID: 006-687-393 Comox Lake Land Corp (current registered owner)	Encroachment Agreement - Easement	DL 50	Yes	Easement for Encroachment (G-19)

APPENDIX G: APPLICABLE FORMS OF DOCUMENT FOR GRANTING INTERESTS ON EFFECTIVE DATE

G-1: Public Utilities: BC Hydro Statutory Right of Way Agreement – Distribution Line

PART 2

STANDARD CHARGE TERMS

RIGHT OF WAY FOR ELECTRICAL DISTRIBUTION AND TELECOMMUNICATION WORKS

Filed by: British Columbia Hydro and Power Authority

These Filed Terms are deemed to be included in and form part of every Agreement which incorporates these Filed Terms by an election on the General Instrument.

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants, as herein provided, to each of Hydro and TELUS with respect to the Lands as hereinafter defined; and

C. The statutory rights of way herein granted are necessary for the operation and maintenance of the respective undertakings of Hydro and TELUS.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

(a) "**Affiliate**" will have the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended or replaced from time to time and, in the case of TELUS, includes an affiliate (as defined in that Act) of TELUS and any partnership or other unincorporated association in which TELUS or any affiliate (as defined in that Act) of TELUS has a controlling interest;

(b) "**Agreement**" means the General Instrument – Part 1, the Filed Terms, and all schedules attached to either of them;

(c) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(d) "**Effective Date**" has the meaning set out in the K'ómoks Treaty;

(e) "**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;

(f) "**Filed Terms**" means these filed Standard Charge Terms;

(g) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;

(h) "**Grantor**" means the transferor in Item 5 of the General Instrument – Part 1;

(i) "**Hydro**" means British Columbia Hydro and Power Authority, the transferee in Item 6 of the General Instrument – Part 1;

(j) "**Interested Party**" means a person who, in relation to a portion of the Lands to which consent is required under this Agreement:

(i) is shown in the records of the Land Title Office as having a right of exclusive possession to such portion of the Lands; or

(ii) is identified in a notice in writing by the Grantor to Hydro and TELUS, as appropriate, within ten days of receiving any application from either of them, as a person with the right to give consent as provided under this Agreement in place of the Grantor;

(k) "**K'ómoks Treaty**" means the treaty ratified by each of K'ómoks, Canada and British Columbia;

(l) "**Lands**" means the lands described in Item 2 of the General Instrument – Part 1;

(m) "**Right of Way Area**" has the meaning set out in section 3.1;

(n) "**Risk or Hazard**" means something that Hydro or TELUS, acting reasonably, determines is causing or could cause:

(i) an interference, disturbance or threat to the Works, including without limitation the safety or security of the Works;

(ii) a disruption of service from the Works to any customer of Hydro or TELUS; or

(iii) a hazard to persons or property in relation to the Works;

(o) "**Roads**" means any roads, lanes, trails, bridges, or helicopter landing pads, existing from time to time on or through the Lands;

(p) "**TELUS**" means TELUS Communications Inc., the transferee in Item 6 of the General Instrument; and

(q) "**Works**" means:

(i) as it relates to the rights and responsibilities of Hydro, all things and components using any type of technology from time to time necessary or convenient for the purpose of transmitting and distributing electricity, and for the purpose of telecommunications related to the business of Hydro, including: poles, towers, antennae (except for monopole free standing antennae), guy wires, brackets, crossarms, insulators, above ground or underground transformers, submarine cables, equipment shelters including vault boxes, anchors, attachments, lines, access nodes and cables, including underground or fibre optic cables, underground conduits, lines and pipes of every kind, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations and related works such as fencing for safety or security, devices and identifying colours for aircraft warning, and utility services for the operation of any of the foregoing, but does not include transmission towers or any electrical works operated at a voltage of 69 kv or higher; and

(ii) as it relates to the rights and responsibilities of TELUS, all things and components, using any type of technology from time to time, necessary or convenient for the purpose of telecommunications, including: poles, towers, guy wires, brackets, crossarms, insulators, transformers, anchors, attachments, lines, access nodes and cables, including fibre optic and electrical cables, in whole or in part and underground conduits, lines and pipes of every kind, underground cables, including fibre optic and electrical cables, together with all ancillary appliances and fittings and above ground or underground equipment shelters, cabinets and vault boxes, submarine cables, and wireless telecommunications equipment, including antennas and other associated equipment.

1.2 With respect to any right or obligation on the part of Hydro or TELUS under this Agreement, any reference to Hydro or TELUS includes, to the extent reasonably applicable, their respective employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom either or both of them is responsible in law. For greater certainty, Hydro or TELUS, as the case may be, remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2. GRANT OF RIGHT OF WAY

2.1 The Grantor grants, separately to each of Hydro and TELUS, for so long as required, the uninterrupted right, liberty and right of way, at any time, to:

(a) use the Right of Way Area as follows:

(i) excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area;

(ii) clear and keep the Right of Way Area cleared of all or any part of any obstruction, improvement or other matter, because of a Risk or Hazard;

(iii) clear and keep the Right of Way Area cleared (including pruning or removal) of any vegetation, including trees;

(iv) conduct vegetation management, which may include the application of herbicides, provided Hydro or TELUS, as the case may be:

(A) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and

(B) does not conduct any aerial application of herbicides on the Lands;

(v) install, maintain and use gates in any fences on the Right of Way Area from time to time; and

(vi) ground any structure, installation or thing, by whomsoever owned, situated anywhere on the Right of Way Area, because of a Risk or Hazard;

(b) use the Lands as follows:

(i) enter, pass and repass for the purposes of this Agreement, with or without vehicles, equipment, machinery or materials;

(ii) maintain, repair, rebuild, and replace any Roads, to such extent as may reasonably be required by Hydro or TELUS in relation to this Agreement;

(iii) if there are no suitable and available Roads, construct a new road, lane, trail, bridge, or helicopter landing pad, providing Hydro or TELUS, as the case may be, have proceeded in accordance with the requirements of Article 6;

(iv) with prior notice to the Grantor, cut trees or growth outside the Right of Way Area, because of a Risk or Hazard, except in the event of an

imminent Risk or Hazard, in which case notice will be given as soon as possible;

(v) ground any structure, installation or thing, by whomsoever owned, because of a Risk or Hazard;

(vi) undertake works or take steps to protect any Works located within the Lands, or to protect persons or property that may be at risk from such Works, providing Hydro or TELUS, as the case may be, have proceeded in accordance with the requirements of Article 6; and

(vii) Hydro may, acting reasonably, enter onto the Lands to determine electrical consumption, without notice to or prior approval from the Grantor; and

(c) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro or TELUS in connection with any of the foregoing, or because of a Risk or Hazard, including investigative studies and related work to ensure compliance with the applicable government or regulatory requirements in relation to the rights in this Agreement.

3. RIGHT OF WAY AREA

3.1 The Right of Way Area includes:

(a) all those portions of the Lands within six (6) metres of the centre alignment of:

(i) any Works existing as of the date of this Agreement;

(ii) any additional Works constructed after the date of this Agreement adjacent to, under, along the sides of or across any Roads; and

(iii) any additional Works that provide service to any Lands adjacent to any Roads;

(b) any of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor; and

(c) any other portion of the Lands as may from time to time be consented to in writing by an Interested Party.

3.2 Before extending any pole line or constructing any new underground equipment shelters or conduits pursuant to paragraph 3.1(a)(ii), Hydro or TELUS, as the case may be, must provide reasonable notice to the Grantor of the proposed location of such Works and must give reasonable consideration, subject to their respective regulatory obligations, to any request by the Grantor to modify the proposed location due to actual or potential conflicts with the Grantor's plans.

3.3 Prior to the date of this Agreement, Hydro and TELUS will provide a sketch showing the approximate location of the Works as of the date of the sketch. Hydro and TELUS will provide the Grantor on request with an updated sketch of the Works, if the Works have been extended in the previous calendar year, unless such information is available to the Grantor on line. All of the terms and conditions of this Agreement will apply to the new Works and the related area of the Lands.

3.4 Nothing in this Article 3 is intended to affect the rights of Hydro or TELUS to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of any Works and all matters incidental thereto.

4. NON-EXCLUSIVE USE

4.1 This Agreement will not entitle Hydro or TELUS to exclusive possession of the Right of Way Area or any other part of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro's or TELUS's rights under this Agreement.

5. COVENANTS OF HYDRO AND TELUS

5.1 Hydro and TELUS each covenant separately with the Grantor to:

(a) pay and discharge when due all applicable taxes, levies, charges and assessments from time to time lawfully assessed, levied or charged to the account of Hydro or TELUS, as the case may be, which relate to the Works or the Right of Way Area and which Hydro or TELUS is liable to pay;

(b) keep the portions of the Lands used by Hydro or TELUS under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro or TELUS of such Lands, provided that Hydro and TELUS have no obligation to keep any portion of the Lands suitable for use by anyone except Hydro and TELUS;

(c) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Lands;

(d) undertake activities permitted under this Agreement having regard for the impact on the Environment and take prudent measures to minimize any danger or disruption to the Environment;

(e) if Hydro or TELUS unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) promptly notify K'ómoks;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;

(f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;

(g) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;

(h) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance to the Grantor, except to the extent required by Hydro or TELUS, acting reasonably, to exercise the rights granted under this Agreement; and

(i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro or TELUS, as the case may be, will give notice as soon as possible, prior to:

(i) constructing drainage works;

(ii) undertaking works to maintain slope stability; or

(iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

6. WORK PLANS

6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro or TELUS, as the case may be, will provide to the Grantor a written work plan before:

(a) constructing a new Road pursuant to paragraph 2.1(b)(iii); or

(b) undertaking any works pursuant to paragraph 2.1(b)(vi).

6.2 The Grantor will provide comments in writing to Hydro or TELUS, as appropriate, no more than 60 days after delivery of a work plan to the Grantor pursuant to section 6.1. Hydro or TELUS will make reasonable efforts to accommodate any suggestions or requests made by the Grantor with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro or TELUS, as appropriate, may proceed with the work.

6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work.

6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 16.

6.5 In the event of an emergency or imminent Risk or Hazard, Hydro and TELUS may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro or TELUS will as soon as reasonably possible notify the Grantor.

6.6 Hydro or TELUS will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of a work plan, on the same basis as Hydro or TELUS would compensate other parties suffering comparable loss or damage. If Hydro or TELUS disputes that it has an obligation to pay compensation, or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 16 by any of the parties.

7. RELOCATION OF HYDRO WORKS AT THE REQUEST OF THE GRANTOR

7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the Lands, provided:

(a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering construction, maintenance and operation, safety, and cost factors;

(b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;

(c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by Hydro, with appropriate adjustments based on actuals, after the relocation is complete; and

(d) the relocated Hydro Works will be subject to the terms and conditions of this Agreement.

8. RELOCATION OF TELUS WORKS AT THE REQUEST OF THE GRANTOR

8.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, TELUS will relocate any Works in the Right of Way Area to a new location on the Lands, provided:

(a) the new location is, in the reasonable opinion of TELUS, suitable for use for the relocated Works considering construction, maintenance and operation, and cost factors;

(b) the Grantor gives TELUS reasonable notice to permit proper design, planning and construction of the Works to be relocated;

(c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation as estimated by TELUS, including costs of design, supervision and construction with appropriate adjustments to be made, based on actuals, after the relocation is complete; and

(d) the relocated TELUS Works will be subject to the terms and conditions of this Agreement.

9. RESTORATION

9.1 When all or any portion of the Right of Way Area is no longer required for the Works, Hydro or TELUS, as the case may be, will restore the ground surface of the affected portion of the Right of Way Area, as near as reasonably practicable to its condition prior to the installation of the Works, including:

(a) the removal of any above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts in such portion of the Right of Way Area; and

(b) revegetation with suitable grass seed where reasonably appropriate.

9.2 This Article will survive the expiration or any termination of this Agreement.

10. REMOVAL OF WORKS

10.1 If Hydro or TELUS determine that certain of their respective Works are no longer required under this Agreement, either may, with the consent of the Grantor, abandon such Works and, on a date specified in the consent, all of their right, title, benefit and interest in such Works will be deemed to have been transferred to the Grantor. If the consent of the Grantor is not obtained within six months after the date of the expiration of this Agreement, Hydro or TELUS, as the case may be, will remove the above ground Works, underground transformers and, where practicable and at the request of the Grantor, any cables located within underground ducts, as soon as reasonably possible in the circumstances.

10.2 Hydro and TELUS will notify the Grantor in writing if they no longer require any new

Road constructed pursuant to paragraph 2.1(b)(iii) and will meet with the Grantor to discuss decommissioning of the Road. The Grantor will have six months after the meeting to notify Hydro and TELUS in writing that Hydro and TELUS must decommission the Road, in which case Hydro and TELUS will decommission the Road. If Hydro and TELUS are not required to remove a Road they will have no further liability for its condition, use, maintenance or repair.

10.3 Hydro will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then Hydro will not be liable for any environmental damage caused by such use or authorized use.

10.4 TELUS will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, then TELUS will not be liable for any environmental damage caused by the Grantor's use or authorized use.

10.5 This Article will survive the expiration or any termination of this Agreement.

11. COVENANTS OF THE GRANTOR

11.1 The Grantor covenants that Hydro and TELUS will and may peaceably enjoy and hold their respective rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person lawfully claiming from or under the Grantor, provided that nothing in this section 11.1 will limit the Grantor's right of inspection pursuant to section 15.1.

11.2 If the Grantor attempts to enforce against Hydro or TELUS any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their respective rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro or TELUS would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro or TELUS, as the case may be, from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 16.

11.3 If the Grantor requires Hydro or TELUS to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, their respective Works, or other property of either of them, that are in excess of what Hydro or TELUS would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will

indemnify and save harmless Hydro or TELUS, as the case may be, from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 16.

11.4 Without limitation to Hydro's or TELUS's statutory and regulatory authorities, the Grantor will not, directly or indirectly, without the prior written permission of Hydro or TELUS, as the case may be:

(a) make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of Hydro or TELUS:

(i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

(ii) may obstruct access to the Works or any part thereof by those authorized by Hydro or TELUS; or

(iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any Risk or Hazard;

(b) authorize or carry out blasting or aerial logging operations on or near any portion of the Right of Way Area; or

(c) diminish or increase, or authorize anyone to diminish or increase, the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area.

12. COMPENSATION FOR DAMAGE

12.1 If, contrary to the terms of this Agreement, Hydro or TELUS damage any structures, buildings, fixtures, improvements, or chattels, or damage any crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Roads on the Lands, or contaminate the Lands in the exercise of its vegetation management rights pursuant to section 2.1, and such damage is not caused by the Grantor's breach of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees, or those for whom it is responsible in law, then Hydro or TELUS, as the case may be, will, within a reasonable period of time:

(a) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage, but will otherwise have no liability or responsibility for any maintenance or repair of Roads;

(b) remediate any other kind of damage or contamination; or,

(c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro or TELUS.

12.2 Compensation paid to the Grantor for merchantable timber pursuant to section 12.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro or TELUS, as the case may be. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

13. OBLIGATION RESPECTING THIRD PARTY CLAIMS

13.1 On written notice and unless prohibited by provincial legislation or its tariff, Hydro will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

(a) any breach, violation or non-performance by Hydro of any of Hydro's covenants, conditions or obligations under this Agreement; or

(b) any negligent act or omission on the part of Hydro in relation to its Works, including:

(i) the construction, maintenance, operation or decommissioning of its Works; and

(ii) the exercise of its vegetation management rights pursuant to section 2.1,

but only to the extent that any such matter was found to be the responsibility of Hydro and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*.

13.2 On written notice and unless prohibited by legislation, TELUS will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

(a) any breach, violation or non-performance by TELUS of any of TELUS's covenants, conditions or obligations under this Agreement; or

(b) any negligent act or omission on the part of TELUS in respect of or in relation to its Works, including:

(i) the construction, maintenance, operation or decommissioning of its

Works; and

(ii) the exercise of its vegetation management rights pursuant to section 2.1,

but only to the extent that any such matter was found to be the responsibility of TELUS and was not contributed to by the negligence, breach, violation or non-performance of the Grantor.

14. FENCING

14.1 With the exception of transformer stations and equipment shelters, Hydro and TELUS will not fence the Right of Way Area without the prior consent of the Grantor.

15. INSPECTION

15.1 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed, the Grantor will notify Hydro and TELUS, who will provide such safe access as may be reasonably required by the Grantor.

16. DISPUTE RESOLUTION

16.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction; and

(e) for the purposes of this section 16.1, Hydro and TELUS will only be considered as one party where the dispute arises between the Grantor, on the one hand, and Hydro and TELUS jointly, on the other.

16.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

17. RUNS WITH THE LAND

17.1 Subject to section 17.2, this Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

17.2 The parties acknowledge that the covenants in sections 11.2, 11.3 and 20.8 relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

(a) it will continue to be bound directly to Hydro and TELUS in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the transferee will be released from any liability in respect of those covenants that can only be exercised by K'ómoks as a government.

17.3 Either Hydro or TELUS, as the case may be, will be entitled to enforce the covenants described in section 17.2 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

18. ASSIGNMENT

18.1 This Agreement may be transferred or assigned at any time by Hydro or TELUS, in whole or in part, without the consent of the Grantor.

18.2 During any time that TELUS carries on business as a telecommunications services provider in a partnership controlled by TELUS or one of its Affiliates, TELUS may allow that partnership and its members to exercise any of the rights granted to TELUS in this Agreement, provided that TELUS ensures that the partnership and its members comply with TELUS's obligations in this Agreement. For greater certainty, TELUS will remain fully liable for all of its obligations under this Agreement in such circumstances.

19. NOTICE

19.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to the most recent address provided by that party pursuant to section 19.3.

19.2 If any question arises as to the date on which such notice was communicated to a party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

19.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

20. GENERAL

20.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

20.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

20.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

20.4 From and after the date of this Agreement, Hydro and TELUS will not license or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro or TELUS, as the case may be.

20.5 For greater certainty, a licence granted by Hydro or TELUS, as the case may be, pursuant to section 20.4, will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro or TELUS, as the case may be, will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro and TELUS will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:

(a) without the required consent from the Grantor; or

(b) whose consent has expired or been revoked.

20.6 The Grantor may appoint a delegate to provide Hydro and TELUS with all commentary, authorizations and approvals required pursuant to this Agreement, including all commentary, authorizations or approvals required in relation to work plans.

20.7 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

20.8 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro or

TELUS may have under applicable laws, including laws relating to environment, archaeology and fish-bearing streams.

20.9 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro or TELUS, as Public Utilities, may have as set out under the K'ómoks Treaty.

20.10 Subject to section 10.1, Hydro and TELUS retain ownership for all existing Works and Works that they construct, place or install on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal.

20.11 K'ómoks will make reasonable efforts to notify Hydro and TELUS if it intends to apply for a certificate of indefeasible title in the provincial Land Title Office in respect of any lands that are to be added to the K'ómoks' treaty settlement lands after the Effective Date. The Grantor agrees to execute an amendment of this Agreement or a new agreement that incorporates these Filed Terms, at the request of either Hydro or TELUS, in order to extend the application of these Filed Terms to any additional lands acquired by K'ómoks after the Effective Date that are or will become treaty settlement lands within the meaning of the K'ómoks Treaty. Hydro or TELUS, as the case may be, will be responsible for the cost of preparing any documentation that may be necessary to amend the Agreement, or for the cost of a new agreement, and for the related costs of filing the document in the Land Title Office.

20.12 The parties agree that Hydro and TELUS will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 12.

21. INTERPRETATION

21.1 In this Agreement:

(a) all attached schedules form an integral part of this Agreement, including any schedules attached to the General Instrument – Part 1;

(b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(c) reference to "party" or "parties" is a reference to the Grantor, Hydro or TELUS, or all of them, as the context requires;

(d) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(f) any reference to a statute includes any regulations made pursuant to that statute and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time and any statute or regulation that may be passed which has the effect of supplementing or superseding that statute or those regulations;

(g) any reference to an Article, section, subsection, paragraph, or sub-paragraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1. Article;
1.1 section;
(a) subsection;
(i) paragraph; and
(A) sub-paragraph; and

(h) any reference to "day" means a calendar day.

END OF SET

G-2: Public Utilities: BC Hydro Statutory Right of Way Agreement – Transmission Line

TERMS OF INSTRUMENT – PART 2

TRANSMISSION STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Right of Way Area as herein provided; and

C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:

(a) **"Access Areas"** means roads, lanes, trails, bridges and helicopter landing pads on the Right of Way Area from time to time, including:

(i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(i); and

(ii) any related surface, ditching, drainage and road bed;

(b) "**Agreement**" means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;

(c) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(d) **"Environment**" means the components of air and earth and include:

(i) air, lands and water;

(ii) all layers of the atmosphere;

(iii) all organic and inorganic matter and living organisms; and

(iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

(e) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;

(f) "**Grantor**" means the transferor in Item 5 of the General Instrument – Part 1;

(g) "**Hydro**" means the person named as the transferee in Item 6 of the General Instrument – Part 1;

(h) "**Lands**" means the land described in Item 2 of the General Instrument – Part 1;

(i) **"K'ómoks Treaty"** means the treaty among the Grantor, Canada, and British Columbia;

(j) "**Right of Way Area"** means the area shown in bold on the Plan prepared by _____ B.C.L.S. and deposited in the Land Title Office under number _____, a reduced copy of which is attached hereto;

(k) **"Risk or Hazard"** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:

(i) an interference, disturbance or threat to the Works, including the safety and security of the Works;

(ii) a disruption of service from the Works to any customer of Hydro; or

(iii) a hazard to persons or property in relation to the Works; and

(l) **"Works"** means all things and components, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 The Grantor grants to Hydro, for so long as required, the right over the Right of Way Area to:

(a) excavate for, construct, install, erect, bury, string, abandon, replace, extend, upgrade, operate, inspect, alter, maintain, remove and repair the Works on, over, under, or in the Right of Way Area;

(b) clear and keep it cleared (including removal or pruning) of any vegetation, including trees;

(c) conduct vegetation management, which may include the application of herbicides provided Hydro:

(i) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and

(ii) does not conduct any aerial application of herbicides;

(d) clear and keep it cleared of all or any part of any obstruction, improvement or thing;

(e) ground any structure, installation or thing, by whomsoever owned;

(f) enter, work, inspect, pass and re-pass for the purposes of this Agreement, with or without vehicles, equipment, machinery and materials;

(g) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;

(h) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;

(i) construct a new Access Area if there are no suitable or available Access Areas, subject to first providing notice to the Grantor except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;

(j) undertake works or other appropriate measures to protect the Works from a Risk or Hazard, subject to first providing notice to the Grantor except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and,

(k) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of Hydro in connection with any of the foregoing,

including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

3.0 NON-EXCLUSIVE USE

3.1 This Agreement will not entitle Hydro to exclusive possession of the Right of Way Area, and the Grantor reserves the right to grant other dispositions of any part of the Right of Way Area affected by this Agreement, so long as the grant does not affect or interfere with the exercise of Hydro's rights under this Agreement.

4.0 COVENANTS OF HYDRO

4.1 Hydro will:

(a) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;

(b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to the Works and which Hydro is liable to pay;

(c) keep the portions of the Right of Way Area used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right of Way Area by Hydro, and on written notice from the Grantor, make safe, clean, and sanitary any portion of the Right of Way Area that contravenes the provisions of this covenant, provided that Hydro has no obligation to keep any portion of the Right of Way Area suitable for use by anyone except Hydro;

(d) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Right of Way Area;

(e) not bury debris or rubbish of any kind on the Right of Way Area in excavations or backfill, and will remove shoring and similar temporary structures as backfilling proceeds;

(f) if Hydro unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) promptly notify K'ómoks;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;

(g) not commit any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do anything thereon that may be or become a nuisance or annoyance to the Grantor, except to the extent required by Hydro, acting reasonably, to exercise its rights under this Agreement; and

(h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:

(v) constructing drainage works;

(vi) undertaking works to maintain slope stability; or

(vii) undertaking work within a Fish Bearing Stream,

within the Right of Way Area, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

4.2 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works, or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed by Hydro, the Grantor will notify Hydro, which will provide such safe access as may be reasonably required by the Grantor.

5.0 RELOCATION OF WORKS DUE TO CHANGE

5.1 If a change occurs to the Right of Way Area, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works, then Hydro will have the right to relocate those Works to a new location on the Lands, provided:

(a) Hydro delivers a work plan to the Grantor identifying the area it is proposing to use for the relocation of the Works, subject to approval by the Grantor in accordance with the requirements of Article 6;

(b) the work plan will take into account any likely material effect of the relocated Works on the Right of Way Area;

(c) the relocated Works will be subject to the terms and conditions of this Agreement;

(d) the cost of such relocation will be borne by Hydro; and

(e) the Grantor gives its approval of the new location after taking into account the cost efficiencies of the location selected by Hydro for the relocated Works, relative to alternative locations.

5.2 After any relocation in accordance with Section 5.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. The parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

6.0 WORK PLANS

6.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before undertaking any relocation of any Works pursuant to Article 5.

6.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 6.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential impacts to fish bearing streams and archaeological or cultural resources, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.

6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work. Hydro will act reasonably in responding to the comments.

6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 14.

6.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Right of Way Area as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.

6.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as Hydro would compensate other parties suffering comparable loss or damage. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 14 by any of the parties.

7.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, Hydro will relocate any Works in the Right of Way Area to a new location on the K'ómoks Treaty lands, provided:

(a) the new location is, in the reasonable opinion of Hydro, suitable for use for the relocated Works considering engineering feasibility, construction, maintenance and operation, safety, and cost factors;

(b) the Grantor gives Hydro reasonable notice to permit proper design, planning and construction of the Works to be relocated;

(c) before relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by Hydro, with appropriate adjustments based on actuals, after the relocation is complete; and

(d) the relocated Works will be subject to the terms and conditions of this Agreement.

7.2 After any relocation in accordance with Section 7.1, Hydro will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval. Following approval by the Grantor, the parties will execute and deliver a modification of this Agreement in order to duly incorporate the amended plan or survey.

8.0 REMOVAL OF WORKS

8.1 If Hydro determines that it no longer requires all or a portion of the Right of Way Area, then Hydro will, in respect of such Right of Way Area or portion thereof:

(a) provide notice to the Grantor;

(b) remove all above ground Works, unless otherwise agreed between the Parties and such other Works as the Parties may agree;

(c) fix all damage to the Right of Way Area caused by the removal of the Works within a reasonable period of time, including revegetation with suitable grass seed where reasonably appropriate;

(d) leave the Right of Way Area, or portion thereof that is no longer required, as the case may be:

(i) in a safe, clean and sanitary condition (as it would be maintained by a prudent owner in occupation), to the extent the condition relates to the use or occupation of the Right of Way Area by Hydro; and

(ii) free from all waste, debris, and things owned or left on the Right of Way Area by Hydro (including trade fixtures, inventory, and other personal property), except as otherwise provided in this section; and

(e) quit peaceably the Right of Way Area, or portion thereof that is no longer required, as the case may be and, where applicable, amend this Agreement to remove the portion no longer required from the Right of Way Area.

8.2 Any Works permitted to remain under subsection 8.1(b) will be absolutely forfeited to and become the property and responsibility of the Grantor. Hydro will remain liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area or portion thereof, except that, if the Grantor uses or authorizes the use of any of such remaining Works for any purpose, Hydro will not be liable for any environmental damage to the Right of Way Area to the extent caused by the Grantor's use or authorized use of the remainingWorks.

8.3 This Article will survive the termination of this Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants that:

(a) Hydro will and may peaceably enjoy and hold its rights under this Agreement without any interruption, disturbance, molestation or hindrance from the Grantor or any other person lawfully claiming from or under the Grantor, or by the exercise of any authority under the K'ómoks Treaty, provided that nothing in this subsection 9.1(a) will limit the Grantor's right of inspection in Section 4.2;

(b) if the Grantor passes and attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;

(c) if the Grantor requires Hydro to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, its Works, or its other property, that are in excess of what Hydro would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless Hydro from and against such additional cost. This indemnity is personal

to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;

(d) the Grantor will not permit or make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation upon the Right of Way Area, if any such action or thing, in the reasonable opinion of Hydro:

(i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

(ii) may obstruct access to the Works or any part thereof by those authorized by Hydro; or

(iii) may by its operation, use, maintenance, or existence create or increase any Risk or Hazard;

(e) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from Hydro has first been received;

(f) the Grantor will not carry out blasting or aerial logging operations on or near the Right of Way Area without prior written permission from Hydro, in its sole discretion;

(g) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from Hydro, in its sole determination, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;

(h) the Grantor will not park, or authorize to be parked on the Right of Way Area any vehicle or equipment if the parking of such vehicle does not comply with the requirements of the Canadian Standards Association's Canadian Electrical Code, as may be amended from time to time;

(i) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment;

(j) the Grantor will not do or authorize any act or thing that injures or endangers the Works;

(k) the Grantor will not use or authorize the use of the Right of Way Area for any purpose that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement;

(l) the Grantor will not close an Access Area, or portion thereof, without the consent of Hydro; and

(m) subject to Section 4.1(b) and except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

10.0 COMPENSATION FOR DAMAGE

10.1 If, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:

(a) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;

(b) remediate any other kind of damage or contamination; or

(c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro.

10.2 Compensation paid to the Grantor for merchantable timber pursuant to section 10.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in Hydro. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

11.0 OBLIGATION RESPECTING THIRD PARTY CLAIMS

11.1 On written notice and unless prohibited by provincial legislation or its tariff, Hydro will indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

(a) any breach, violation or non-performance by Hydro of its covenants, conditions or obligations under this Agreement; or

(b) any negligent act or omission on the part of Hydro in relation to its Works,

but only to the extent such matter is found to be the responsibility of Hydro and was not contributed to by:

(i) the negligence of; or

(ii) the breach, violation, or non-performance of this Agreement

by, the Grantor or those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*.

12.0 DEFAULTS AND END OF AGREEMENT

12.1 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the Right of Way Area for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.

12.2 If Hydro fails to perform any of its obligations under this Agreement, the Grantor may deliver a default notice to Hydro. If the default is capable of being cured within 90 days of delivery of the default notice, Hydro will promptly commence to cure the default with all due diligence to completion.

12.3 If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then Hydro will still promptly commence to cure the default with all due diligence to completion. Hydro will, in this case, request the Grantor to approve a further period beyond the 90 days to cure the default.

12.4 If Hydro fails to commence and continue with all due diligence to cure the default, then without relieving Hydro of its obligations under this Agreement and without limiting any other right of the Grantor hereunder, the Grantor, after notice to Hydro, may undertake the performance of any necessary work in order to cure the default of Hydro. Having commenced such work, the Grantor has no obligation to complete such work.

12.5 All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.

12.6 The Grantor has no right to terminate this Agreement for default.

13.0 ACCESS TO THE RIGHT OF WAY AREA AFTER AGREEMENT ENDS

13.1 Hydro is entitled to access the Right of Way Area after this Agreement ends at reasonable times and on such reasonable conditions as may be specified by the Grantor, and only to perform any of its obligations that survive the ending of this Agreement.

13.2 This Article survives the ending of this Agreement.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.

14.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 RUNS WITH THE LAND

15.1 Subject to Section 15.2, this Agreement runs with and binds the Right of Way Area to the extent necessary to give full force and effect to this Agreement.

15.2 The parties acknowledge that the covenants in subsections 9.1(b) and (c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Right of Way Area:

(a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

15.3 Hydro will be entitled to enforce the covenants described in Section 15.2 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

16.0 NOTICE

16.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the

General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

16.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

16.3 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

17.0 GENERAL

17.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

17.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

17.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

17.4 From and after the date of this Agreement, Hydro will not licence or authorize a third party to attach its works to the Works on the Right of Way Area unless the third party has first obtained consent from the Grantor for such attachment and provided a copy of such consent to Hydro.

17.5 For greater certainty, a licence granted by Hydro pursuant to section 17.4 will not grant the licensee the right to use or occupy the Right of Way Area, and the third party will be solely responsible for obtaining its own tenure to the Right of Way Area. Hydro will make reasonable efforts to work with the Grantor to address any third party whose works are attached to the Works without the Grantor's permission, but Hydro will have no obligation to remove the works of any third party who has attached its works to the Works, either before or after the date of this Agreement:

(a) without the required consent from the Grantor; or

(b) whose consent has expired or been revoked.

17.6 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.

17.7 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.

17.8 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility, may have as set out under the K'ómoks Treaty.

17.9 Except as hereinafter specifically provided Hydro retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area, including any underground Works. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal. Notwithstanding the foregoing, title will pass to the Grantor for Works that:

(a) Hydro has abandoned with the consent of the Grantor pursuant to section 8.1; or

(b) Hydro has forfeited to the Grantor pursuant to section 8.28.1(b).

17.10 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.

17.11 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

17.12 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under section 6.6 and Article 10.0.

18.0 INTERPRETATION

18.1 In this Agreement:

(a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);

(b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(d) a reference to "party" or "parties" in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;

(e) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and

(i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;
1.1 Section;
(a) subsection;
(i) paragraph; and
(A) subparagraph.

[ATTACH PLAN]

End of Set

G-3: Public Utilities: BC Hydro Statutory Right of Way Agreement – Ancillary

TERMS OF INSTRUMENT - PART 2

ANCILLARY RIGHTS STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to Hydro with respect to the Lands as herein provided; and

C. The statutory rights of way herein granted are necessary for the operation and maintenance of Hydro's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:

(a) **"Access Areas"** means roads, lanes, trails, bridges and helicopter landing pads on the Lands from time to time, including:

(i) any roads, lanes, trails, bridges and helicopter pads constructed pursuant to paragraph 2.1(e); and

(ii) any related surface, ditching, drainage and road bed;

(b) "**Agreement**" means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;

(c) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(d) "**Effective Date"** has the meaning set out in the K'ómoks Treaty;

(e) "**Environment**" means the components of air and earth and include:

(i) air, lands and water;

(ii) all layers of the atmosphere;

(iii) all organic and inorganic matter and living organisms; and

(iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

(f) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;

(g) "**Grantor**" means the transferor in Item 5 of the General Instrument – Part 1;

(h) "**Hydro**" means the person named as the transferee in Item 6 of the General Instrument – Part 1;

(i) **"Lands"** means the land described in Item 2 of the General Instrument – Part 1; **[NTD: Once the parcel boundaries of the treaty lands have been confirmed, Hydro will confirm whether this Agreement is required for each individual parcel, and where the ancillary rights are only required over a portion of the parcel, Hydro will agree to limit the application of these rights to an area shown on a sketch to be attached, which will be agreed upon by Hydro and K'ómoks]**

(j) **"K'ómoks Treaty"** means the treaty among the Grantor, Canada, and British Columbia;

(k) **"Risk or Hazard"** means something existing or threatened, including an emergency, that Hydro, acting reasonably, determines could be or could cause:

(i) an interference, disturbance or threat to the Works, including the safety and security of the Works;

(ii) a disruption of service from the Works to any customer of Hydro; or

(iii) a hazard to persons or property in relation to the Works; and

(l) **"Works"** means all things and components, whether located on the Lands or not, using any type of technology from time to time, necessary or convenient for the purposes of distributing and/or transmitting electricity, telecommunications or communications by any method or process whatsoever, including poles, towers, antennae (except for monopole free standing antennae), anchors, guy wires, brackets, cross arms, insulators, foundations, overhead and underground conductors, wires, lines, cables and transformers, underground conduits and pipes, access nodes, cabinets, all ancillary appliances and fittings, reasonably required associated protective installations, and related works such as fencing for safety or security, devices and identifying colours for aircraft warning and utility services for the operation of any of the foregoing.

1.2 With respect to any right or obligation on the part of Hydro under this Agreement, any reference to Hydro includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for

whom it is responsible in law. For greater certainty, Hydro remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 GRANT OF RIGHT OF WAY

2.1 The Grantor grants to Hydro, for so long as required, the right over the Lands to:

(a) enter, inspect, pass and repass, with or without vehicles, machinery, material or equipment, of any kind or description, as reasonably required by Hydro;

(b) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by Hydro for the purposes of this Agreement, provided Hydro gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;

(c) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and Hydro have keys for any lock, or locks are installed in a series to allow for access by both Hydro and the Grantor;

(d) with prior notice to the Grantor, cut trees and vegetation that might pose a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible;

(e) if there are no suitable and available Access Areas, construct a new Access Area, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as reasonably possible and then, if requested by the Grantor, Hydro will make reasonable efforts to restore the affected area to its previous condition and compensate for any remaining damage;

(f) undertake works or other appropriate measures, including the removal of any obstruction or structure, to protect the Works from a Risk or Hazard, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible; and

(g) do all things necessary or incidental to the undertakings of Hydro in connection with the above, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to Hydro, when Hydro no longer requires the rights under this Agreement for its undertaking and Hydro gives 90 days written notice of termination to the Grantor.

3.0 GRANTOR'S COVENANTS

3.1 The Grantor covenants with Hydro that:

(a) it will not close an Access Area, or portion thereof, unless the Grantor has given Hydro notice of the Grantor's intention to close the Access Area, and

(i) Hydro has given notice that it has, in its sole discretion, reasonable alternate access to the Works; or

(ii) the Grantor has completed construction of another Access Area, at its sole cost and expense, that will provide reasonable alternate access to Hydro's Works, in the sole discretion of Hydro;

(b) if the Grantor passes and attempts to enforce against Hydro any by-law, law, regulation, standard or requirement in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than Hydro would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless Hydro from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;

(c) if the Grantor requires Hydro to pay any taxes, levies, charges or assessments with respect to the Lands, the Works, or its other property, that are in excess of what Hydro would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless Hydro from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;

(d) the Grantor will not use or authorize the use of the Lands, including the construction of any improvements, that would create a Risk or Hazard or would interfere with Hydro's exercise of rights under this Agreement; and

(e) except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

4.0 HYDRO'S COVENANTS

4.1 Hydro will:

(a) if, contrary to the terms of this Agreement, Hydro or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then Hydro will, within a reasonable period of time:

(i) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;

(ii) remediate any other kind of damage or contamination; or

(iii) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by Hydro, provided that compensation paid to the Grantor for merchantable timber pursuant to this sub-section will be calculated in accordance with generally accepted principles of timber valuation and, on payment, ownership of any timber under this Agreement will vest in Hydro and, at the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber;

(b) undertake activities permitted under this Agreement having regard for the impact on the Environment, and take prudent measures to minimize any danger or disruption to the Environment;

(c) if Hydro unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) promptly notify K'ómoks;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' cultural heritage policy;

(d) keep the portions of the Lands used by Hydro under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by Hydro of such Lands, provided that Hydro has no obligation to keep any portion of the Lands suitable for use by anyone except Hydro;

(e) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor; and

(f) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of Hydro which relate to Hydro's use of the Lands and which Hydro is liable to pay;

(g) notify the Grantor in writing if it no longer requires all or a portion of an Access Area that it has improved pursuant to subsection 2.1(e), and:

(i) will meet with the Grantor to discuss decommissioning the road;

(ii) the Grantor will have six months after the meeting to notify Hydro in writing that Hydro must decommission the Access Area, in which case Hydro will decommission the Access Area and restore it to a condition as close as reasonably possible to the condition that existing prior to such improvement; and

(iii) if Hydro is not required to remove the Access Area, they will have no further liability for its condition, use, maintenance or repair; and

(h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case Hydro will give notice as soon as possible, prior to:

(i) constructing drainage works;

(ii) undertaking works to maintain slope stability; or

(iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

5.0 WORK PLANS

5.1 Except in the case of an emergency or imminent Risk or Hazard, Hydro will provide to the Grantor a written work plan before:

(a) constructing any Access Areas pursuant to subsection 2.1(e); or

(b) undertaking works or other measures to avoid a Risk or Hazard pursuant to subsection 2.1(f).

5.2 The Grantor will provide comments in writing to Hydro no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 5.1. Hydro will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential loss of productive capacity, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, Hydro may proceed with the work.

5.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work, and Hydro will act reasonably in responding to such comments.

5.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 7.

5.5 In the event of an emergency or imminent Risk or Hazard, Hydro may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and in that event Hydro will as soon as reasonably possible notify the Grantor.

5.6 Hydro will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as Hydro would compensate other parties suffering comparable loss or damage. If Hydro disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 7 by any of the parties.

6.0 MUTUAL COVENANTS

6.1 The parties mutually promise and agree as follows:

(a) this Agreement will run with the Lands and will bind all present and subsequent owners of the Lands;

(b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which Hydro may have under any other agreement registered against the title to the Lands or under any federal, provincial or local legislation;

(c) no compensation will be payable for any matter for which Hydro has fulfilled its obligations to repair under subsection 4.1(a); and

(d) 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.

7.0 DISPUTE RESOLUTION

7.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.

7.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

8.0 GENERAL

8.1 The expressions "Grantor" and "Hydro" include their respective heirs, executors, administrators, successors and assigns.

8.2 If the Grantor is more than one person, every covenant and agreement by the Grantor will be joint and several.

8.3 Words in one gender include all genders and words in the singular include the plural.

8.4 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.

8.5 This Agreement will not entitle Hydro to exclusive possession of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of Hydro's rights under this Agreement.

8.6 The parties acknowledge that the covenants in subsections 3.1(b) and (c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

(a) it will continue to be bound directly to Hydro in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

8.7 Hydro will be entitled to enforce the covenants described in Sections 3.1(b) and 3.1(c) directly against K'ómoks without additional consideration and without an amendment to this Agreement.

8.8 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

8.9 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

8.10 A party may change their address, and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

8.11 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

8.12 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

8.13 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

8.14 The Grantor may appoint a delegate to provide Hydro with all commentary, authorizations and approvals required pursuant to this Agreement.

8.15 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that Hydro may have under applicable laws.

8.16 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that Hydro, as a Public Utility, may have as set out under the K'ómoks Treaty.

8.17 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.

8.18 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

8.19 The parties agree that Hydro will only pay compensation for interference with or damage to the Lands pursuant to this Agreement as provided under subsections 2.1(e) and 4.1(a) and section 5.6.

9.0 INTERPRETATION

9.1 In this Agreement:

(a) capitalized terms in this Agreement have the meanings given in Article 1 (Definitions);

(b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(d) a reference to "party" or "parties" in this Agreement is a reference to the Grantor or Hydro, or both, as the context requires;

(e) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and

(i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;
1.1 Section;
(a) subsection;
(i) paragraph; and
(A) subparagraph.

END OF SET

G-4: Public Utilities: FORTISBC ENERGY INC. Statutory Right of Way Agreement – Distribution Line

TERMS OF INSTRUMENT - PART 2

DISTRIBUTION STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor provides the grants, as herein provided, to FortisBC Energy Inc. ("FortisBC") with respect to the Lands as hereinafter defined; and

C. The statutory rights of way herein granted are necessary for the construction, operation and maintenance of the undertaking of FortisBC.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

(a) "**Agreement**" means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;

(b) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(c) "**Effective Date**" has the meaning set out in the K'ómoks Treaty;

(d) "**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;

(e) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year and that contains or supports fish through some or all parts of their life cycle;

(f) **"FortisBC"** means the person named as the transferee in Item 6 of the General

Instrument – Part 1;

(g) "**Grantor**" means the transferor in Item 5 of the General Instrument – Part 1;

(h) "**Interested Party**" means a person who, in relation to a portion of the Lands to which consent is required under this Agreement:

(i) is shown in the records of the Land Title Office as having a right of exclusive possession to such portion of the Lands; or

(ii) is identified in a notice in writing by the Grantor to FortisBC, as appropriate, within ten days of receiving any application from either of them, as a person with the right to give consent as provided under this Agreement in place of the Grantor;

(i) "**K'ómoks Treaty**" means the treaty ratified by each of K'ómoks, Canada and British Columbia;

(j) "**Lands**" means the lands described in Item 2 of the General Instrument – Part 1;

(k) "**Right of Way Area**" has the meaning set out in Section 3.1;

(l) "**Risk or Hazard**" means something that FortisBC, acting reasonably, determines is causing or could cause:

(i) an interference, disturbance or threat to the Works, including without limitation the safety or security of the Works;

(ii) a disruption of service from the Works to any customer of FortisBC; or

(iii) a hazard to persons or property in relation to the Works;

(m) "**Roads**" means any roads, lanes, trails, bridges, or helicopter landing pads, existing from time to time on or through the Lands; and

(n) "**Works**" means one or more underground pipelines of any kind or dimension with any aboveground and underground valves, structures, meters and other appliances and fittings, and devices for inspection, controlling corrosion and erosion, all for use in connection with such pipeline(s), for the distribution and transmission of natural and artificial gas and other gaseous or liquid hydrocarbons or any product or by-product thereof for the purposes of the operation and maintenance of the undertaking of FortisBC wherever located.

2. GRANT OF RIGHT OF WAY

2.1 The Grantor grants FortisBC, for so long as required, the uninterrupted right, liberty and right of way, at any time, to:

(a) enter on, be within, go over, pass and repass through, under and across the Lands, with or without vehicles, personal property and equipment to:

(i) carry out surveys, tests and examinations and excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, maintain, alter, remove and repair the Works on, over, in, under, across and through the Right of Way Area;

(ii) use such of the Lands as may be reasonably required by FortisBC immediately adjacent to either side of the Right of Way Area in connection with the construction, repair or replacement of the Works;

(iii) use such of the Lands as may be reasonably required by FortisBC for ingress and egress to and from the Right of Way Area with vehicles, supplies and equipment for all purposes useful or convenient with or incidental to the rights herein granted to FortisBC;

(iv) clear and keep the Right of Way Area cleared of all or any part of any obstruction, improvement or other matter, because of a Risk or Hazard;

(v) clear and keep the Right of Way Area cleared (including pruning or removal) of any vegetation, including trees;

(vi) with prior notice to the Grantor, clear such Lands immediately adjacent to either side of the Right of Way Area and keep it cleared (including removal or pruning) of any trees which may in FortisBC's reasonable opinion pose a risk or hazard to the Works;

(vii) conduct vegetation management, which may include the application of herbicides, provided FortisBC:

(A) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and

(B) does not conduct any aerial application of herbicides on the Lands;

(b) use the Lands as follows:

(i) use, maintain, repair, rebuild, and replace any Roads, to such extent as may reasonably be required by FortisBC in relation to this Agreement;

(ii) if there are no suitable and available Roads, construct a new road, lane, trail, bridge, or helicopter landing pad, providing FortisBC has proceeded in accordance with the requirements of Article 6;

(iii) undertake works or take steps to protect any Works located within the Lands, or to protect persons or property that may be at risk from such Works, provided FortisBC has proceeded in accordance with the requirements of Article 6; and

(c) generally, do all such other acts or things as may reasonably be necessary or incidental to the business of FortisBC in connection with any of the foregoing, or because of a Risk or Hazard, including investigative studies and related work to ensure compliance with the applicable government or regulatory requirements in relation to the rights in this Agreement.

3. RIGHT OF WAY AREA

3.1 The Right of Way Area includes:

(a) all those portions of the Lands within six (6) metres of the centre alignment of:

(i) any Works existing as of the date of this Agreement;

(ii) any additional Works constructed after the date of this Agreement adjacent to, under, or along the sides of or across any Roads; and

(iii) any additional Works that provide service to any Lands adjacent to any Roads;

(b) any of the Lands as may from time to time be consented to in writing by the Grantor, or by any delegate appointed by the Grantor; and

(c) any other portion of the Lands as may from time to time be consented to in writing by an Interested Party.

3.2 Before extending any new Works pursuant to paragraph 3.1(a)(ii), FortisBC must provide reasonable notice to the Grantor of the proposed location of such Works and must give reasonable consideration, subject to their respective regulatory obligations, to any request by the Grantor to modify the proposed location due to actual or potential conflicts with the Grantor's plans.

3.3 Prior to the date of this Agreement, FortisBC will provide a sketch showing the approximate location of the Works as of the date of the sketch. FortisBC will provide the Grantor with an updated sketch of the Works, if the Works have been extended in the previous calendar year. All of the terms and conditions of this Agreement will apply to the new Works and the related area of the Lands.

3.4 Nothing in this Article 3 is intended to affect the rights of FortisBC to make arrangements directly with a person in legal possession of any lands for the construction, operation and maintenance of any Works and all matters incidental thereto.

4. NON-EXCLUSIVE USE

4.1 This Agreement will not entitle FortisBC to exclusive possession of the Right of Way Area or any other part of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of FortisBC's rights under this Agreement.

5. COVENANTS OF FORTISBC

5.1 FortisBC covenants with the Grantor to:

(a) pay and discharge when due all applicable taxes, levies, charges and assessments from time to time lawfully assessed, levied or charged to the account of FortisBC, as the case may be, which relate to the Works or the Right of Way Area and which FortisBC is liable to pay;

(b) keep the portions of the Lands used by FortisBC under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by FortisBC of such Lands, provided that FortisBC has no obligation to keep any portion of the Lands suitable for use by anyone except FortisBC;

(c) bury and maintain all underground Works as may be required so as not to interfere unduly with the drainage of the Lands;

(d) undertake activities permitted under this Agreement having regard for the impact on the Environment and take prudent measures to minimize any danger or disruption to the Environment;

(e) if FortisBC unearths or discovers any Artifact or Feature on, or in the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) promptly notify K'ómoks;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with a K'ómoks' Cultural Heritage Policy;

(f) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;

(g) not bury debris or rubbish of any kind on the Lands in excavations or backfill, and

remove shoring and similar temporary structures as backfilling proceeds;

(h) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do or suffer to be done thereon anything that may be or become a nuisance to the Grantor, except to the extent required by FortisBC, acting reasonably, to exercise the rights granted under this Agreement; and

(i) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as possible, prior to:

(i) constructing drainage works;

(ii) undertaking works to maintain slope stability; or

(iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

6. WORK PLANS

6.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:

(a) constructing a new Road pursuant to paragraph 2.1(b)(ii); or

(b) undertaking any works pursuant to paragraph 2.1(b)(iii).

6.2 The Grantor will provide comments in writing to FortisBC, as appropriate, no more than 60 days after delivery of a work plan to the Grantor pursuant to Section 6.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor (the "Comment Period"). Within 76 to 83 days of delivery of a work plan to the Grantor, FortisBC will send a written notification to the Grantor reminding the Grantor of the upcoming expiry of the Comment Period. If no comments are received during the Comment Period, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.

6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work.

6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 15.

6.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Works or persons or property that may be at risk, and, in that event FortisBC will as soon as reasonably possible, notify the Grantor.

6.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of a work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation, or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 15 by any of the parties.

7. RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, FortisBC will relocate any Works in the Right of Way Area to a new location on the Lands, provided:

(a) the new location is, in the reasonable opinion of FortisBC, suitable for use for the relocated Works considering construction, maintenance, operation, safety, and cost factors;

(b) the Grantor gives FortisBC reasonable notice, taking into consideration the time reasonably required to permit proper design, planning and construction of the Works to be relocated;

(c) before any relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, supervision and construction as estimated by FortisBC, with appropriate adjustments based on actuals, after the relocation is complete; and

(d) the relocated FortisBC Works will be subject to the terms and conditions of this Agreement.

8. RESTORATION

8.1 When all or any portion of the Right of Way Area is no longer required for the Works, FortisBC will restore the ground surface of the affected portion of the Right of Way Area, as near as reasonably practicable to its condition prior to the installation of the Works.

9. REMOVAL OF WORKS

9.1 If FortisBC determines that the Works are no longer required under this Agreement, FortisBC may, with the consent of the Grantor, abandon such Works and, on a date specified in the consent, all of their right, title, benefit and interest in such Works will be deemed to have been transferred to the Grantor. If the consent of the Grantor is not obtained within six months after the date of the expiration of this Agreement, FortisBC will remove the aboveground and underground Works as soon as reasonably possible in the circumstances.

9.2 FortisBC will notify the Grantor in writing if they no longer require any new Road constructed pursuant to paragraph 2.1(b)(ii) and will meet with the Grantor to discuss decommissioning of the Road. The Grantor will have six months after the meeting to notify FortisBC in writing that FortisBC must decommission the Road, in which case FortisBC will decommission the Road. If FortisBC is not required to remove a Road they will have no further liability for its condition, use, maintenance or repair.

9.3 FortisBC will remain liable for any environmental damage to the Lands arising from any of its below ground Works that remain on or in the Right of Way Area after the expiration of this Agreement, unless the Grantor uses or authorizes the use of the remaining below ground Works for any purpose, in which case FortisBC will not be liable for any environmental damage caused by such use or authorized use.

9.4 This Article will survive the expiration or any termination of this Agreement.

10. COVENANTS OF THE GRANTOR

10.1 The Grantor covenants that FortisBC will and may peaceably enjoy and hold their respective rights under this Agreement without interruption, disturbance, molestation or hindrance whatsoever from the Grantor or any person lawfully claiming from or under the Grantor, provided that nothing in this Section 10.1 will limit the Grantor's right of inspection pursuant to Section 14.1.

10.2 If the Grantor attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to their rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdiction in British Columbia, then the Grantor will

indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 15.

10.3 If the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, their respective Works, or other property of either of them, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 15.

10.4 Without limitation to FortisBC's statutory and regulatory authorities, the Grantor will not, directly or indirectly, without the prior written permission of FortisBC:

(a) make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any growth upon the Right of Way Area, if any such action or thing, in the reasonable opinion of FortisBC:

(i) may interfere with or endanger the Works or any part thereof or the installation, operation, maintenance, removal or replacement of the Works or any part thereof;

(ii) may obstruct access to the Works or any part thereof by those authorized by FortisBC; or

(iii) may by its operation, use, maintenance or existence on the Right of Way Area create or increase any Risk or Hazard;

(b) authorize or carry out blasting or aerial logging operations on or near any portion of the Right of Way Area; or

(c) diminish or increase, or authorize anyone to diminish or increase, the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area.

11. COMPENSATION FOR DAMAGE

11.1 If, contrary to the terms of this Agreement, FortisBC damages any structures, buildings, fixtures, improvements, or chattels, or damages any crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Roads on the Lands, or contaminates the Lands in the exercise of its vegetation management rights pursuant to Section 2.1, and such damage is not caused by the Grantor's breach of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees, or those for whom it is responsible in law, then FortisBC will, within a reasonable period of time:

(a) repair in a good and professional manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage, but will otherwise have no liability or responsibility for any maintenance or repair of Roads;

(b) remediate any other kind of damage or contamination; or,

(c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by FortisBC.

11.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 11.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in FortisBC. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

12. OBLIGATION RESPECTING THIRD PARTY CLAIMS

12.1 On written notice and unless prohibited by provincial legislation or its tariff, FortisBC will at all times save harmless and indemnify and keep indemnified the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

(a) any breach, violation or non-performance by FortisBC of any of FortisBC's covenants, conditions or obligations under this Agreement; or

(b) any negligent act or omission on the part of FortisBC in relation to its Works, including:

(i) the construction, maintenance, operation or decommissioning of its Works; and

(ii) the exercise of its vegetation management rights pursuant to Section 2.1,

but only to the extent that any such matter was found to be the responsibility of FortisBC and was not contributed to by the negligence, breach, violation or non-performance of the Grantor, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*.

12.2 For greater certainty, in the event of contributory negligence on the part of the Grantor, the liability to make good the damage or loss shall be proportionate to the degree of fault of FortisBC and the Grantor.

13. FENCING

13.1 With the exception of metering equipment of any kind, FortisBC will not fence the Right of Way Area without the prior consent of the Grantor.

14. INSPECTION

14.1 The Grantor may, at its expense, at all reasonable times, visually inspect the Right of Way Area and the Works or carry out tests, surveys and inspections that do not interfere with the Works. If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed, the Grantor will notify FortisBC, who will provide such access as may be reasonably required by the Grantor and will notify the Grantor of any known safety hazards on site.

15. DISPUTE RESOLUTION

15.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and mutually agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

(d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the mediation or arbitration), as applicable, will be shared equally between the parties;

(e) if the parties do not commence arbitration within the timeframes set out in subsection (c), then any party may refer the matter to a court of competent jurisdiction.

15.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

16. RUNS WITH THE LAND

16.1 Subject to Section 16.2, this Agreement runs with and binds the Lands to the extent necessary to give full force and effect to this Agreement.

16.2 The parties acknowledge that the covenants in Sections 10.2, 10.3 and 19.8 relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

(a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the transferee will be released from any liability in respect of those covenants that can only be exercised by K'ómoks as a government.

16.3 FortisBC will be entitled to enforce the covenants described in Section 16.2 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

17. ASSIGNMENT

17.1 This Agreement may be transferred or assigned at any time by FortisBC, in whole or in part, without the consent of the Grantor.

18. NOTICE

18.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to the most recent address provided by that party pursuant to Section 18.3.

18.2 If any question arises as to the date on which such notice was communicated to a party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

18.3 A party may change their address and specify an email address by which they may be notified, by giving notice to the other party in accordance with this provision.

19. GENERAL

19.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

19.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law but will be in addition to any other remedy existing at law, in equity, or by statute.

19.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

19.4 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement, including all commentary, authorizations or approvals required in relation to work plans.

19.5 This Agreement may not be amended except by written agreement signed by all parties to this Agreement.

19.6 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that K'ómoks FortisBC may have under applicable laws, including laws relating to environment, archaeology and fish-bearing streams.

19.7 19.9 Subject to Section 9.1, FortisBC retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal.

19.8 The Grantor will make reasonable efforts to notify FortisBC if it intends to apply for a certificate of indefeasible title in the provincial Land Title Office in respect of any lands that are to be added to the K'ómoks' treaty settlement lands after the Effective Date. The Grantor agrees to execute a new agreement affecting any additional lands that incorporates the same terms contained in this Agreement, at the request of FortisBC in order to extend these terms to any additional lands acquired by the Grantor after the Effective Date that are or will become treaty settlement lands within the meaning of the K'ómoks Treaty. FortisBC will be responsible for the cost of preparing any documentation that may be necessary to amend this Agreement, or for the cost of a new agreement, and for the related costs of filing the document in the Land Title Office.

19.9 The parties agree that FortisBC will only pay compensation for interference with

or damage to the Lands pursuant to this Agreement as provided under Section 6.6 and Article 11.

20. INTERPRETATION

20.1 In this Agreement:

(a) all attached schedules form an integral part of this Agreement, including any schedules attached to the General Instrument – Part 1;

(b) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(c) reference to "party" or "parties" is a reference to the Grantor or FortisBC as the context requires;

(d) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(f) any reference to a statute includes any regulations made pursuant to that statute and, unless otherwise expressly provided herein, includes a reference to all amendments made thereto and in force from time to time and any statute or regulation that may be passed which has the effect of supplementing or superseding that statute or regulations;

(g) any reference to an Article, Section, subsection, paragraph, or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1. Article;
1.1 Section;
(a) subsection;
(i) paragraph; and
(A) subparagraph; and

(h) any reference to "day" means a calendar day.

END OF DOCUMENT

G-5: Public Utilities: FORTISBC ENERGY INC. Statutory Right of Way Agreement – Transmission Line

TERMS OF INSTRUMENT – PART 2

TRANSMISSION STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor provides the grants to FortisBC with respect to the Right of Way Area as herein provided; and

C. The statutory rights of way herein granted are necessary for the construction, operation and maintenance of FortisBC's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:

(a) **"Access Areas"** means any roads, lanes, trails, bridges and helicopter landing pads on the Lands (including any related surface, ditching, drainage and road bed):

(i) existing the date this Agreement is registered at the Land Title Registry;

(ii) constructed pursuant to subsection 2.1(h); or

(iii) otherwise authorized in writing by the Grantor;

(b) "**Agreement**" means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;

(c) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(d) **"Environment**" means the components of air and earth and include:

(i) air, lands and water;

(ii) all layers of the atmosphere;

(iii) all organic and inorganic matter and living organisms; and

(iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

(e) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;

(f) "**Grantor**" means the Transferor in Item 5 of the General Instrument – Part 1;

(g) "**FortisBC**" means the person named as the Transferee in Item 6 of the General Instrument – Part 1;

(h) "**Lands**" means the land described in Item 2 of the General Instrument – Part 1;

(i) **"K'ómoks Treaty"** means the treaty among the Grantor, Canada, and British Columbia;

(j) "**Right of Way Area"** means the area shown in bold on the Plans referenced in the attached Schedule "A";

(k) **"Risk or Hazard"** means something existing or threatened, including an emergency, that FortisBC, acting reasonably, determines could be or could cause:

(i) an interference, disturbance or threat to the Works, including the safety and security of the Works;

(ii) a disruption of service, from the Works, to any customer of FortisBC; or

(iii) a hazard to persons or property in relation to the Works; and

(l) **"Works"** means one or more underground pipelines of any kind or dimension with any aboveground and underground valves, structures, meters and other appliances and fittings, and devices for inspection, controlling corrosion and erosion, all for use in connection with such pipeline(s), for the distribution and transmission of natural and artificial gas and other gaseous or liquid hydrocarbons or any product or by-product thereof for the purposes of the operation and maintenance of the undertaking of FortisBC wherever located.

1.2 With respect to any right or obligation on the part of FortisBC under this Agreement, any reference to FortisBC includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, FortisBC remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 RIGHTS RELATED TO RIGHT OF WAY AREA

2.1 Subject to the terms and conditions contained in this Agreement, the Grantor grants to FortisBC, for so long as required, the right to enter on, be within, go over, pass and repass through, under and across the Lands, with or without vehicles, personal property and equipment, for so long as required, to:

(a) carry out surveys, tests, and examinations and excavate for, construct, install, erect, bury, abandon, replace, extend, upgrade, operate, inspect, patrol, alter, maintain, remove, replace and repair the Works on, over, under, across, through or in the Right of Way Area;

(b) use such of the Lands as may be reasonably required by FortisBC immediately adjacent to either side of the Right of Way Area in connection with the construction, repair or replacement of the Works;

(c) use such of the Lands as may be reasonably required by FortisBC for ingress and egress to and from the Right of Way Area with vehicles, supplies and equipment for all purposes useful or convenient with or incidental to the rights herein granted to FortisBC;

(d) clear the Right of Way Area and keep it cleared (including removal or pruning) of any vegetation, including trees;

(e) clear such Lands immediately adjacent to either side of the Right of Way Area and keep it cleared (including removal or pruning) of any trees which may in FortisBC's reasonable opinion pose a risk or hazard to the Works;

(f) apply herbicides along the Right of Way Area provided FortisBC:

(i) obtains the consent of the Grantor, such consent not to be unreasonably withheld; and

(ii) does not conduct any aerial application of herbicides;

(g) clear the Right of Way Area and keep it cleared of all or any part of any obstruction, improvement or thing, which, in the opinion of FortisBC, may interfere with any of the rights granted to FortisBC herein;

(h) use, maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by FortisBC for the purposes of this Agreement, provided FortisBC gives the Grantor written notice before effecting any material change to an Access Area under this subsection, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;

(i) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and FortisBC have keys for any lock, or locks installed in a series to allow for access by both FortisBC and the Grantor;

(j) install and maintain legal survey posts to mark the boundaries of the Right of Way Area and marking posts with warning signs attached to mark the location of the Works upon the Right of Way Area;

(k) construct a new Access Area if there are no suitable or available Access Areas, subject to first providing notice to the Grantor, except in the event of an imminent

Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;

(l) undertake works or other appropriate measures to protect the Works from a Risk or Hazard, subject to first providing notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible; and

(m) generally, do all such other acts or things as may reasonably be necessary and incidental to the business of FortisBC in connection with any of the foregoing, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the rights under this Agreement for its undertaking.

3.0 NON-EXCLUSIVE USE

3.1 This Agreement will not entitle FortisBC to exclusive possession of the Right of Way Area, and the Grantor reserves the right to grant other dispositions of any part of the Right of Way Area affected by this Agreement, so long as the grant does not affect or interfere with the exercise of FortisBC's rights under this Agreement.

4.0 COVENANTS OF FORTISBC

4.1 FortisBC will:

(a) undertake activities permitted under this Agreement having regard to the impact on the Environment, and will take prudent measures to minimize any danger or disruption to the Environment;

(b) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of FortisBC which relate to the Works and which FortisBC is liable to pay;

(c) keep the portions of the Right of Way Area used by FortisBC under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation of the Right of Way Area by FortisBC, and on written notice from the Grantor, make safe, clean, and sanitary any portion of the Right of Way Area that contravenes the provisions of this covenant, provided that FortisBC has no obligation to keep any portion of the Right of Way Area suitable for use by anyone except FortisBC;

(d) bury and maintain all underground Works as may be required so as not to unduly interfere with the drainage of the Right of Way Area;

(e) not bury debris or rubbish of any kind on the Right of Way Area in excavations or backfill, and remove shoring and similar temporary structures as backfilling proceeds;

(f) if FortisBC unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) immediately cease any further activity that could affect the Artifact or Feature;

(ii) promptly notify K'ómoks;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, including compliance with a K'ómoks' Cultural Heritage Policy;

(g) not commit any wilful or voluntary waste, spoil or destruction on the Right of Way Area, or do anything thereon that may be or become a nuisance or annoyance to the Grantor, except to the extent required by FortisBC, acting reasonably, to exercise its rights under this Agreement; and

(h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible, prior to:

(i) constructing drainage works;

(ii) undertaking works to maintain slope stability; or

(iii) undertaking work within a Fish Bearing Stream,

(iv) within the Right of Way Area, and, subject to its regulatory obligations, give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

4.2 If the Grantor requires access to any part of the Right of Way Area that has been fenced off or enclosed by FortisBC, the Grantor will notify FortisBC, which will provide such access as may be reasonably required by the Grantor and will notify the Grantor of any known safety hazards on site.

5.0 RELOCATION OF WORKS DUE TO CHANGE

5.1 If a change occurs to the Right of Way Area, such as erosion, which for any reason makes the continued use of any portion of the Right of Way Area unsuitable for any of the Works,

then FortisBC will have the right to relocate those Works to a new location on the Lands, provided:

(a) FortisBC delivers a work plan to the Grantor identifying the area it is proposing to use for the relocation of the Works, subject to approval by the Grantor in accordance with the requirements of Article 6;

(b) the work plan takes into account any likely material effect of the relocated Works on the Right of Way Area;

(c) the relocated Works are subject to the terms and conditions of this Agreement;

(d) the cost of such relocation is to be borne by FortisBC; and

(e) the Grantor gives its approval of the new location after taking into account the cost efficiencies of the location, and interests of the Grantor in the areas selected by FortisBC for the relocated Works, relative to alternative locations.

5.2 After any relocation in accordance with Section 5.1, FortisBC will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval, such approval not to be unreasonably withheld.

6.0 WORK PLANS

6.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:

(a) undertaking any relocation of any Works pursuant to Article 5;

(b) rebuilding or replacing any Access Areas pursuant to subsection 2.1(h); or

(c) constructing any new Access Areas pursuant to subsection 2.1(k).

6.2 The Grantor will provide comments in writing to FortisBC no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 6.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential impacts to Fish Bearing Streams and archaeological or cultural resources, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor (the "Comment Period"). Within 76 to 83 days of delivery of a work plan to the Grantor, FortisBC will send a written notification to the Grantor reminding the Grantor of the upcoming expiry of the Comment Period. If no comments are received during the Comment Period, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.

6.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed

work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work. FortisBC will act reasonably in responding to the comments.

6.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 14.

6.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Right of Way Area as are reasonably required in order to protect the Works or the Access Area, as applicable, or persons or property that may be at risk, and in that event FortisBC will as soon as reasonably possible notify the Grantor and report on the work and steps taken.

6.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 14 by any of the parties.

7.0 RELOCATION OF WORKS AT THE REQUEST OF THE GRANTOR

7.1 If the Grantor requires a portion of the Right of Way Area for other purposes, then upon written request by the Grantor, FortisBC will relocate any Works in the Right of Way Area to a new location on the K'ómoks Treaty lands, provided:

(a) the new location is, in the reasonable opinion of FortisBC, suitable for use for the relocated Works considering engineering feasibility, construction, maintenance and operation, safety, and cost factors;

(b) the Grantor gives FortisBC reasonable notice, taking into consideration the time reasonably required to permit proper design, planning and construction of the Works to be relocated;

(c) before relocation, the Grantor has paid the reasonable costs and expenses of the relocation, including costs of design, and surveying, referred to in Section 7.2, supervision and construction as estimated by FortisBC, with appropriate adjustments based on actuals, after the relocation is complete; and

(d) the relocated Works are subject to the terms and conditions of this Agreement.

7.2 After any relocation in accordance with Section 7.1, FortisBC will obtain an appropriate plan or survey of the relocated Works by a British Columbia Land Surveyor to identify the new Right of Way Area for the purposes of Section 2.1, and will deliver such plan or survey to the Grantor for its review and approval, such approval not to be unreasonably withheld.

8.0 REMOVAL OF WORKS

8.1 If FortisBC no longer requires all or a portion of the Right of Way Area, then FortisBC will, in respect of such Right of Way Area or portion thereof:

(a) provide notice to the Grantor;

(b) remove all above ground Works, unless otherwise agreed between the Parties;

(c) fix all damage to the Right of Way Area caused by the removal of the Works within a reasonable period of time, including revegetation with suitable grass seed where reasonably appropriate;

(d) with the consent of the Grantor, which consent will not be unreasonably withheld, abandon the underground Works after providing mapping showing the approximate location of the abandoned underground Works and leave the Right of Way Area, or portion thereof that is no longer required, as the case may be:

(i) in a safe, clean and sanitary condition (as it would be maintained by a prudent owner in occupation), to the extent the condition relates to the use or occupation of the Right of Way Area by FortisBC; and

(ii) free from all waste, debris, and things owned or left on the Right of Way Area by FortisBC (including trade fixtures, inventory, and other personal property), except as otherwise provided in this Section 8.1; and

(e) quit peaceably the Right of Way Area, or portion thereof that is no longer required, as the case may be and, where applicable, amend this Agreement to remove the portion no longer required from the Right of Way Area.

8.2 Any Works permitted to remain under subsection 8.1(d) will be absolutely forfeited to and become the property and responsibility of the Grantor. FortisBC will remain liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area or portion thereof, except that, if the Grantor uses or authorizes the use of any of such remaining Works for any purpose, FortisBC will not be liable for any environmental damage to the Right of Way Area arising from any other Works that remain on or in the Right of Way Area to the extent caused by the Grantor's, its employees, representatives, agents, contractors, sub-contractors, or licensees' use or authorized use of the remaining Works.

8.3 This Article will survive the termination of this Agreement.

9.0 COVENANTS OF THE GRANTOR

9.1 The Grantor covenants that:

(a) FortisBC will and may peaceably enjoy and hold its rights under this Agreement without any interruption, disturbance, molestation or hindrance from the Grantor or

any other person lawfully claiming from or under the Grantor, or by the exercise of any authority under the K'ómoks Treaty, provided that nothing in this subsection 9.1(a) will limit the Grantor's right of inspection in subsection 9.1(m);

(b) if the Grantor passes and attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to the Works, or in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;

(c) if the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Right of Way Area, its Works, or its other property, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Right of Way Area or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Right of Way Area or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 14;

(d) the Grantor will not permit or make, place, erect, operate, use, store or maintain any building, structure, foundation, pavement, excavation, well, fill, pile of material, obstruction, equipment, thing or inflammable substance, or plant any vegetation or trees upon the Right of Way Area, if any such action or thing, in the reasonable opinion of FortisBC:

(i) may interfere with or endanger the Works or any part thereof or the construction, operation, maintenance, removal or replacement of the Works or any part thereof;

(ii) may obstruct access to the Works or any part thereof by those authorized by FortisBC; or

(iii) may by its operation, use, maintenance, or existence create or increase any Risk or Hazard;

(e) subject to subsection 9.1(d), the Grantor will not cultivate the Land inside the Right of Way Area to a depth of more than forty-five (45) centimetres;

(f) the Grantor will not diminish or increase the ground elevation in the Right of Way Area by any method, including piling any material or creating any excavation, drain, or ditch in the Right of Way Area, unless permission in writing from FortisBC has first been received;

(g) the Grantor will not carry out blasting or aerial logging operations on or near the Right of Way Area without prior written permission from FortisBC, in its sole discretion;

(h) the Grantor will not burn or permit the burning of anything on the Right of Way Area without the prior written consent of FortisBC and, if such consent is granted, only in accordance with the conditions set out in such written consent by FortisBC;

(i) the Grantor will not use or authorize the use of the portions of the Right of Way Area for the regular, or organized parking of vehicles without the prior written permission from FortisBC, in its sole determination, provided that nothing in this subsection is intended to prevent safe temporary parking of vehicles;

(j) the Grantor will not construct or maintain culverts, open drains, ditches, utility crossings or roads across the Right of Way Area without the prior written consent of FortisBC and, if such consent is granted, only in accordance with the conditions set out in such written consent by FortisBC;

(k) the Grantor will not use, or authorize the use of the Right of Way Area for fuelling any vehicle or equipment;

(l) the Grantor will not do or authorize any act or thing that injures or endangers the Works;

(m) the Grantor will not carry out a "ground disturbance" within the Right of Way Area, within the meaning of the BC *Energy Resources Activities Act,* without the prior written consent of FortisBC, such consent not to be unreasonably withheld, provided however, that the Grantor may, without FortisBC's consent, at all reasonable times visually inspect the Right of Way Area, or carry out tests, surveys and inspections that do not interfere with the Works or otherwise cause a ground disturbance within the Right of Way Area;

(n) the Grantor will not use or authorize the use of the Right of Way Area for any purpose that would create a Risk or Hazard or would interfere with FortisBC's exercise of rights under this Agreement;

(o) the Grantor will not allow the release, discharge, or escape of any contamination within the Right of Way Area that may impact the safety, security, integrity or operating efficiency of the Works, except in amounts permitted by, and in compliance with, environmental laws, regulations and bylaws in effect in British

Columbia. For greater clarity, "contamination" herein means any chemicals, pollutants, contaminants, hazardous, corrosive or toxic substances, waste or similar materials prohibited, controlled or regulated under any environmental laws, regulations and bylaws in effect in British Columbia;

(p) the Grantor will not close an Access Area, or portion thereof, without the consent of FortisBC;

(q) subject to subsection 4.1(b) and except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted;

(r) upon FortisBC issuing invoices for the same, the Grantor will promptly pay to FortisBC any costs and expenses incurred by FortisBC (i) caused by or arising from any damage caused to the Works by the Grantor or by anyone for whom the Grantor is responsible for in law, or (ii) resulting from anything made, placed, erected or cultivated on the Right of Way Area, by the Grantor or by anyone for whom the Grantor is responsible in law, including:

(i) in contravention of subsections 9.1(d), 9.1(e) or 9.1(j) herein ("Prohibited Improvements"); or

(ii) under permit issued by FortisBC pursuant to subsections 9.1(d) or 9.1(j) herein (the "Permitted Improvements");

For certainty, FortisBC will not be responsible for replacing any Prohibited Improvements or any Permitted Improvements or repairing any damage caused to Prohibited Improvements or any Permitted Improvements, nor will FortisBC be liable for costs, expenses, losses or damages resulting from damage or destruction of any Prohibited Improvements or any Permitted Improvements; and

(s) at Grantor's sole cost and expense will:

(i) promptly and diligently remedy any breach of this Agreement by the Grantor or by anyone for whom the Grantor is responsible at law; and

(ii) remove or alter any Permitted Improvements in accordance with the reasonable requirements of FortisBC if at any time FortisBC determines that the Permitted Improvements pose a material danger to the Works, or materially interfere with the exercise of FortisBC's rights under this Agreement.

10.0 COMPENSATION FOR DAMAGE

10.1 If, contrary to the terms of this Agreement, FortisBC or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this

Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then FortisBC will promptly:

(a) repair in a good and professional manner any damaged structure, building or improvement, as closely as is practicable to its condition, immediately prior to the damage, but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;

(b) remediate any other kind of damage or contamination; or

(c) where it is not practical to repair or remediate, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage or contamination, to the extent that such damage or contamination was caused by FortisBC.

10.2 Compensation paid to the Grantor for merchantable timber pursuant to Section 10.1 will be calculated in accordance with generally accepted principles of timber valuation and on payment, ownership of any timber cut on the Lands under this Agreement will vest in FortisBC. At the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber.

11.0 OBLIGATION RESPECTING THIRD PARTY CLAIMS

11.1 On written notice, FortisBC will indemnify the Grantor from and against all claims, demands, actions, suits or other legal proceedings brought against the Grantor by any third party by reason of or arising out of:

(a) any breach, violation or non-performance by FortisBC of its covenants, conditions or obligations under this Agreement; or

(b) any negligent act or omission on the part of FortisBC in relation to its Works,

but only to the extent such matter is found to be the responsibility of FortisBC and was not contributed to by:

(i) the negligence of; or

(ii) the breach, violation, or non-performance of this Agreement

by, the Grantor or those for whom the Grantor is responsible at law, and not for any matters based on nuisance or the rule in *Rylands v. Fletcher*.

11.2 For greater certainty, in the event of contributory negligence on the part of the Grantor, the liability to make good the damage or loss shall be proportionate to the degree of fault of FortisBC and the Grantor.

12.0 DEFAULTS AND END OF AGREEMENT

12.1 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the Right of Way Area for its undertaking and FortisBC gives 90 days written notice of termination to the Grantor.

12.2 If FortisBC fails to perform any of its obligations under this Agreement, the Grantor may deliver a default notice to FortisBC. If the default is capable of being cured within 90 days of delivery of the default notice, FortisBC will promptly commence to cure the default with all due diligence to completion.

12.3 If the default is not reasonably capable of being cured within 90 days of delivery of the default notice, then FortisBC will still promptly commence to cure the default with all due diligence to completion. FortisBC will, in this case, request the Grantor to approve a further period beyond the 90 days to cure the default.

12.4 If FortisBC fails to commence and continue with all due diligence to cure the default, then without relieving FortisBC of its obligations under this Agreement and without limiting any other right of the Grantor hereunder, the Grantor, after providing reasonable notice to FortisBC, may undertake the performance of any necessary work in order to cure the default of FortisBC. Having commenced such work, the Grantor has no obligation to complete such work.

12.5 If the Grantor undertakes any work to cure such default, then FortisBC will promptly reimburse the reasonable costs of such work.

12.6 All remedies of a party, whether existing under this Agreement or at law, may be exercised at the same time. Any action taken for one default does not prevent any action being taken for any other default.

12.7 The Grantor has no right to terminate this Agreement for default.

13.0 ACCESS TO THE RIGHT OF WAY AREA AFTER AGREEMENT ENDS

13.1 FortisBC is entitled to access the Right of Way Area after this Agreement ends at reasonable times and on such reasonable conditions as may be specified by the Grantor, and only to perform any of its obligations that survive the ending of this Agreement.

13.2 This Article survives the ending of this Agreement.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and mutually agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection 14.1(b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

(d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the medication or arbitration), as applicable, will be shared equally between the parties; and

(e) if the parties do not commence arbitration within the timeframes set out in subsection 14.1 (c), then any party may refer the matter to a court of competent jurisdiction.

14.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

15.0 RUNS WITH THE LAND

Subject to Section 15.1, this Agreement runs with and binds the Right of Way Area to the extent necessary to give full force and effect to this Agreement.

15.1 The parties acknowledge that the covenants in subsections 9.1(b) and 9.1(c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Right of Way Area:

(a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the Transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

15.2 FortisBC will be entitled to enforce the covenants described in Section 15.1 directly against K'ómoks without additional consideration and without an amendment to this Agreement.

16.0 ASSIGNMENT

16.1 This Agreement may be transferred or assigned at any time by FortisBC, in whole or in part, without the consent of the Grantor.

17.0 NOTICE

17.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

17.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed;

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

17.3 A party may change their address and specify an email address by which they may be notified, by giving notice to the other parties in accordance with this provision.

18.0 GENERAL

18.1 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

18.2 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

18.3 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

18.4 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement.

18.5 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that FortisBC may have under applicable laws.

18.6 Except as hereinafter specifically provided FortisBC retains ownership for all existing Works and Works that it constructs, places or installs on the Right of Way Area. The Works shall not form part of the freehold regardless of the degree to which they are affixed or attached to the Right of Way Area, and regardless of any damage that may be caused by their removal. Notwithstanding the foregoing, title will pass to the Grantor for Works that:

(a) FortisBC has abandoned with the consent of the Grantor pursuant to subsection 8.1(d); or

(b) FortisBC has forfeited to the Grantor pursuant to Section 8.2.

18.7 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.

18.8 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

19.0 INTERPRETATION

19.1 In this Agreement:

(a) Capitalized terms in this Agreement have the meanings given in Article 1.0 (Definitions);

(b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(d) a reference to "party" or "parties" in this Agreement is a reference to the Grantor or FortisBC, or both, as the context requires;

(e) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and

(i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;
1.1 Section;
(a) subsection;
(i) paragraph; and
(A) subparagraph.

[ATTACH PLAN]

End of Set

G-6: Public Utilities: FORTISBC ENERGY INC. Statutory Right of Way Agreement – Ancillary

TERMS OF INSTRUMENT - PART 2

STANDALONE ACCESS RIGHTS STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

A. K'ómoks, Canada and British Columbia have entered into the K'ómoks Treaty;

B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the grants to FortisBC with respect to the Lands as herein provided;

C. The statutory rights of way herein granted are necessary for the operation and maintenance of FortisBC's undertaking;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 The following capitalized terms will have the following meanings, respectively, in this Agreement:

(a) **"Access Areas"** means any roads, lanes, trails, bridges and helicopter landing pads on the Lands (including any related surface, ditching, drainage and road bed):

(i) existing the date this Agreement is registered at the Land Title Registry;

(ii) constructed pursuant to paragraph 2.1(f); or

(iii) otherwise authorized in writing by the Grantor.

(b) "**Agreement**" means the General Instrument – Part 1, the Terms of Instrument – Part 2, and all schedules attached to either of them;

(c) "**Artifact or Feature**" means any artifact or feature that may have heritage, archaeological, or cultural value, including but not limited to ancestral remains, burials, and areas containing evidence of past human activity;

(d) "**Contaminant**" includes any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, and any substance the release into the environment of which is regulated under Environmental Laws.

(e) "**Effective Date"** has the meaning set out in the K'ómoks Treaty;

(f) "**Environmental Laws**" means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice, and other lawful requirements of any federal, provincial, municipal or other

governmental authority having jurisdiction over the Land, now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life, product liability, or transportation of dangerous goods, including the principles of common law and equity.

(g) "**Environment**" means the components of air and earth and include:

(i) air, lands and water;

(ii) all layers of the atmosphere;

(iii) all organic and inorganic matter and living organisms; and

(iv) the interacting natural systems that include the components listed in paragraphs (i), (ii) and (iii) above;

(h) "**Fish Bearing Stream**" means a body of fresh water, either flowing or still, that is wetted at some or all points of the year that contains or supports fish through some or all parts of their life cycle;

(i) "**Grantor**" means the transferor in Item 5 of the General Instrument – Part 1;

(j) "**FortisBC**" means the person named as the transferee in Item 6 of the General Instrument – Part 1;

(k) **"Lands"** means the land described in Item 2 of the General Instrument – Part 1; **[NTD: Once the parcel boundaries of the treaty lands have been confirmed, FortisBC will confirm whether this Agreement is required for each individual parcel, and where the standalone access rights are only required over a portion of the parcel, FortisBC will agree to limit the application of these rights to an area shown on a sketch to be attached]**

(l) **"K'ómoks Treaty"** means the treaty among the Grantor, Canada, and British Columbia;

(m) "**Works Right of Way Area**" means the area shown in bold on the Plan prepared by _____ B.C.L.S. and deposited in the Land Title Office under number _____ registered over [**insert description of adjacent lands**];

(n) **"Risk or Hazard"** means something existing or threatened, including an emergency, that FortisBC, acting reasonably, determines could be or could cause:

(i) an interference, disturbance or threat to the Access Area, including the safety and security of the Access Area; or

(ii) a hazard to persons or property in relation to the Access Area.

1.2 With respect to any right or obligation on the part of FortisBC under this Agreement, any reference to FortisBC includes, to the extent reasonably applicable, its employees, representatives, agents, contractors, sub-contractors, invitees, licensees, and those for whom it is responsible in law. For greater certainty, FortisBC remains fully liable for all of its obligations in this Agreement despite the exercise of any such right by such other persons.

2.0 GRANT OF RIGHT OF WAY

2.1 Subject to the terms and conditions contained in this Agreement, the Grantor grants to FortisBC, for so long as required, the right, to enter on, be within, go over, pass and repass through, under and across the Access Area, with or without vehicles, personal property and equipment, for so long as required, to:

(a) obtain access to and egress from the Works Right of Way Area;

(b) clear the Access Area and keep it cleared of any permanent buildings, structures, foundations, pavement, obstructions, or other improvements therein or thereon which in the opinion of FortisBC may interfere with its rights granted in this Agreement;

(c) maintain, repair, rebuild, and replace any Access Areas, to such extent as may reasonably be required by FortisBC for the purposes of this Agreement, provided FortisBC gives the Grantor written notice before effecting any material change to an Access Area under this paragraph, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;

(d) install, maintain and use gates in any fences that are necessary for access, provided that both the Grantor and FortisBC have keys for any lock, or locks are installed in a series to allow for access by both FortisBC and the Grantor;

(e) with prior notice to the Grantor, cut and remove trees and vegetation that might pose a Risk or Hazard, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible;

(f) if there are no suitable and available Access Areas, construct a new Access Area, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible and then, if requested by the Grantor, FortisBC will make reasonable efforts to restore the affected area to its previous condition and compensate for any remaining damage;

(g) undertake works or other appropriate measures, including the removal of any obstruction or structure, to protect the Access Area from a Risk or Hazard, subject to approval of a work plan by the Grantor pursuant to the requirements in Article 5.0, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as reasonably possible; and

(h) do all things necessary or incidental to the undertakings of FortisBC in connection with the above, including investigative studies and related work to ensure compliance with applicable government or regulatory requirements in relation to the rights in this Agreement.

2.2 The rights granted under this Agreement are for so long as required and will terminate, without compensation to FortisBC, when FortisBC no longer requires the rights under this Agreement for its undertaking and FortisBC gives 90 days written notice of termination to the Grantor.

3.0 COVENANTS OF THE GRANTOR

3.1 The Grantor covenants that:

(a) it will not close an Access Area, or portion thereof, unless the Grantor has given FortisBC notice of the Grantor's intention to close the Access Area, and

(i) FortisBC has given notice that it has reasonable alternate access to the Works Right of Way Area; or

(ii) the Grantor has completed construction of another Access Area, at its sole cost and expense, that will provide reasonable alternate access to the Works Right of Way Area, in the sole discretion of FortisBC;

(b) if the Grantor passes and attempts to enforce against FortisBC any by-law, law, regulation, standard or requirement in relation to its rights or obligations under this Agreement, that is in excess of or more onerous than any applicable federal or provincial law, regulation, standard or requirement, and which results in greater costs than FortisBC would otherwise incur in other reasonably comparable jurisdictions in British Columbia, then the Grantor will indemnify and hold harmless FortisBC from and against any resulting additional costs. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;

(c) if the Grantor requires FortisBC to pay any taxes, levies, charges or assessments with respect to the Lands, or its other property, that are in excess of what FortisBC would have been required to pay if the said taxes, levies, charges or assessments had been reasonably comparable to those generally applicable in other jurisdictions in British Columbia, then the Grantor will indemnify and save harmless FortisBC from and against such additional cost. This indemnity is personal to the original Grantor and not binding on any subsequent owner of the Lands or part thereof, so that the Grantor will be bound by this indemnity notwithstanding any transfer of the Lands or part thereof. Any dispute as to whether the costs exceed those generally applicable in other comparable jurisdictions, or the extent of those excess costs, may be referred to the dispute resolution process in Article 7;

(d) except with the written consent of FortisBC, the Grantor will not make, place, erect or maintain any permanent building, structure or improvements on the Lands or authorize the use of the Lands, including the construction of any improvements, that would create a Risk or Hazard or would interfere with FortisBC's exercise of rights under this Agreement. For greater clarity, FortisBC will not be responsible for replacing anything made, placed, erected, or maintained on the Lands (the "**Improvements**") in contravention of this Agreement, or repairing any damage caused to any Improvements nor will FortisBC be liable for costs, expenses, losses or damages resulting from damage or destruction of any Improvements;

(e) it will promptly and diligently remedy any breach of this Agreement caused by the Grantor or those for whom it is responsible in law;

(f) it will remove or alter any Improvements if at any time FortisBC determines such Improvements may materially interfere with the exercise of the rights granted to FortisBC in this Agreement; and

(g) except as specifically provided for in this Agreement, the Grantor will not assess any fee, charge, toll, levy or expense on or in connection with the rights herein granted.

4.0 FORTISBC'S COVENANTS

4.1 FortisBC will:

(a) if, contrary to the terms of this Agreement, FortisBC or its contractors, damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, fences, or Access Areas, or cause the release of a Contaminant on the Access Area, and such damage or contamination is not caused as a result of the Grantor's breach of the terms of this Agreement or the negligence or wilful act of the Grantor or its contractors, agents or permittees or those for whom it is responsible in law, then FortisBC will, within a reasonable period of time:

(i) repair in a good and workman-like manner any damaged structure, building or improvement, as closely as is practicable to its condition immediately prior to the damage but will otherwise have no liability or responsibility for any maintenance or repair of Access Areas;

(ii) subject to (iii) and (iv) below, remediate any other kind of damage or contamination;

(iii) where it is not practical to repair or remediate the damage, compensate the Grantor, or if appropriate, a person in the affected area who suffers any loss as a result of the damage, to the extent that such damage was caused by FortisBC, provided that compensation paid to the Grantor for merchantable timber pursuant to this sub-section will be calculated in accordance with generally accepted principles of timber valuation and, on payment, ownership of any timber under this Agreement will vest in FortisBC and, at

the Grantor's request, the Grantor may retain ownership of any merchantable timber cut on the Lands instead of receiving compensation for the timber; and

(iv) where FortisBC determines, acting reasonably, that removal of the Contaminant for which they are responsible under this section is not reasonably possible, reduce the level of contamination on the Access Area to a level that is at or below the applicable provincial regulatory standard;

(b) undertake activities permitted under this Agreement having regard for the impact on the Environment, and take prudent measures to minimize any danger or disruption to the Environment;

(c) if FortisBC unearths or discovers any Artifact or Feature on the Right of Way Area, and there is no previously agreed upon mitigation or management plan with K'ómoks:

(i) promptly notify K'ómoks;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which includes compliance with the British Columbia *Heritage Conservation Act* and K'ómoks' cultural heritage policy or law, as amended from time to time;

(d) keep the portions of the Lands used by FortisBC under this Agreement in a safe, clean and sanitary condition to the extent the condition relates to the use or occupation by FortisBC of such Lands, provided that FortisBC has no obligation to keep any portion of the Lands suitable for use by anyone except FortisBC;

(e) not remove any merchantable timber from the Lands, except in compliance with any applicable laws and with the prior approval of the Grantor;

(f) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged to the account of FortisBC which relate to FortisBC's use of the Lands and which FortisBC is liable to pay;

(g) notify the Grantor in writing if it no longer requires all or a portion of an Access Area that it has improved pursuant to subsection 2.1(f), and:

(i) will meet with the Grantor to discuss decommissioning the road;

(ii) the Grantor will have six months after the meeting to notify FortisBC in writing that FortisBC must decommission the Access Area, in which case

FortisBC will decommission the Access Area and restore it to a condition as close as reasonably possible to the condition that existed prior to such improvement; and

(iii) if FortisBC is not required to remove the Access Area, they will have no further liability for its condition, use, maintenance or repair; and

(h) provide written notice to the Grantor, except in the event of an imminent Risk or Hazard, in which case FortisBC will give notice as soon as possible, prior to:

(i) constructing drainage works;

(ii) undertaking works to maintain slope stability; or

(iii) undertaking work within a Fish Bearing Stream,

within the Lands, and, subject to its regulatory obligations, will give reasonable consideration to any concerns raised by the Grantor with respect to the proposed work.

5.0 WORK PLANS

5.1 Except in the case of an emergency or imminent Risk or Hazard, FortisBC will provide to the Grantor a written work plan before:

(a) constructing any Access Areas pursuant to subsection 2.1(f); or

(b) undertaking works or other measures to avoid a Risk or Hazard pursuant to subsection 2.1(g).

5.2 The Grantor will provide comments in writing to FortisBC no more than 60 days after the delivery of a work plan to the Grantor pursuant to Section 5.1. FortisBC will make reasonable efforts to accommodate any suggestions or requests made by the Grantor, taking into account potential loss of productive capacity, with the goal of reaching agreement on a work plan within 90 days of delivery of a work plan to the Grantor. If no comments are received, then the Grantor is deemed to approve the work plan and FortisBC may proceed with the work.

5.3 The Grantor will act reasonably in providing comments on a work plan, including taking into consideration the effects and benefits of the proposed work, the cost of the proposed work compared to the cost of alternate solutions, and any risks that may be associated with not undertaking the work, and FortisBC will act reasonably in responding to such comments.

5.4 If the parties are not able to reach agreement on a work plan within 90 days of delivery of a work plan to the Grantor, either party may refer the matter to dispute resolution under Article 7.

5.5 In the event of an emergency or imminent Risk or Hazard, FortisBC may immediately undertake work and take such steps on the Lands as are reasonably required in order to protect the Access Area or persons or property that may be at risk, and in that event FortisBC will, as soon as reasonably possible, notify the Grantor.

5.6 FortisBC will, upon request, pay compensation to the Grantor for any loss or damage to the affected property resulting from any error, negligence or omission in the implementation of the work plan, on the same basis as FortisBC would compensate other parties suffering comparable loss or damage. If FortisBC disputes that it has an obligation to pay compensation or disputes the amount claimed, the dispute may be referred to dispute resolution under Article 7 by any of the parties.

6.0 MUTUAL COVENANTS

6.1 The parties mutually promise and agree as follows:

(a) Except as provided in Sections 3.1 (b) and 3.1(c) this Agreement will run with the Lands and will bind all present and subsequent owners of the Lands;

(b) this Agreement will in no way abrogate from or affect any rights, powers or privileges which FortisBC may have under any other agreement registered against the title to the Lands or under any federal, provincial or local legislation;

(c) this Agreement will in no way abrogate from or affect any rights, powers or privileges which K'ómoks may have under any federal, provincial or local law;

(d) no compensation will be payable for any matter for which FortisBC has fulfilled its obligations to repair under subsection **Error! Reference source not found.**; and

(e) 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.

7.0 DISPUTE RESOLUTION

7.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and mutually agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subsection (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in

dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia;

(d) the cost of mediation and the cost of arbitration (excluding each party's own costs and expenses for participating in the mediation or arbitration), as applicable, will be shared equally between the parties; and

(e) if the parties do not commence arbitration within 60 days of the notice to mediate under sub-section (b), then any party may refer the matter to a court of competent jurisdiction.

7.2 It is not incompatible with this Article for a party to apply to a court of competent jurisdiction at any time for interim or conservatory relief and for the court to grant that relief.

8.0 GENERAL

8.1 The expressions "Grantor" and "FortisBC" include their respective successors and assigns.

8.2 If the Grantor is more than one person, every covenant and agreement by the Grantor will be joint and several.

8.3 Words in one gender include all genders and words in the singular include the plural.

8.4 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.

8.5 This Agreement will not entitle FortisBC to exclusive possession of the Lands and the Grantor reserves the right to grant other dispositions of any part of the Lands affected by this Agreement, so long as the grant does not materially affect or interfere with the exercise of FortisBC's rights under this Agreement.

8.6 The parties acknowledge that the covenants in subsections 3.1(b) and 3.1(c) relate to the powers of K'ómoks as a government. If K'ómoks transfers all or any portion of the Lands:

(a) it will continue to be bound directly to FortisBC in respect of those covenants that involve its governmental powers, notwithstanding the transfer; and

(b) the transferee will have no liability in respect of those covenants that can only be exercised by K'ómoks as a government.

8.7 FortisBC will be entitled to enforce the covenants described in Sections 3.1(b) and 3.1(c) directly against K'ómoks without additional consideration and without an amendment to this Agreement.

8.8 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party in the General Instrument – Part 1, or to a current email or other electronic address used for such purposes and notified by that party to the other party.

8.9 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

8.10 A party may change their address and specify an email address by which they may be notified, by giving notice to the other party in accordance with this provision.

8.11 A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act. Wherever consent or permission is required under this Agreement, such consent or permission will not be unreasonably delayed, conditioned or withheld.

8.12 No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

8.13 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

8.14 The Grantor may appoint a delegate to provide FortisBC with all commentary, authorizations and approvals required pursuant to this Agreement.

8.15 Except where this Agreement expressly provides otherwise, nothing in this Agreement will be interpreted or construed to limit or restrict any rights or obligations that FortisBC may have under applicable laws.

8.16 There are no representations, warranties, terms, conditions, undertakings or collateral agreements, either express or implied, between the parties, other than as expressly set forth in this Agreement and in the K'ómoks Treaty, which together supersede all prior understandings, communications and agreements between the parties with respect to the subject matter hereof.

8.17 This Agreement may not be modified or amended, nor any provision waived, discharged or terminated, except by an instrument in writing signed by the parties.

9.0 INTERPRETATION

9.1 In this Agreement:

(a) capitalized terms have the meanings given in Article 1 (Definitions);

(b) all attached schedules form an integral part of this Agreement, including any schedule attached to the General Instrument – Part 1;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this Agreement;

(d) a reference to "party" or "parties" in this Agreement is a reference to the Grantor or FortisBC, or both, as the context requires;

(e) the words "include", "includes", and "including", are to be read as if they are followed by the phrase "without limitation";

(f) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination;

(g) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(h) any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time; and

(i) any reference to an Article, Section, subsection, paragraph or subparagraph means the appropriate part of this Agreement, which for ease of reference is illustrated as follows:

1.00 Article;
1.1 Section;
(a) subsection;
(i) paragraph; and
(A) subparagraph.

END OF SET

G-7: Interests to be Replaced: Licence of Occupation for Mount Washington Pacific, ULC

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 2b – replacement of existing Licence of Occupation.

LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference _____
[*insert month, day, year*]

BETWEEN:

K'ÓMOKS,
as represented by the K'ómoks Government

("**K'ómoks**")

AND:

MOUNT WASHINGTON PACIFIC ULC (Inc. No. A0096367)

("**Licensee**")

The parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this licence of occupation;

"**Applicable Law**" means either Federal law, Provincial law or K'ómoks Law, as applicable, and includes the K'ómoks Treaty;

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Commencement Date**" means the effective date of the K'ómoks Treaty;

"**disposition**" means the act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in K'ómoks land is disposed of or effected, or by which K'ómoks divests itself of or creates an interest in K'ómoks land;

"**Environment**" means the components of air and earth and includes:

(a) air, land and water including all layers of the atmosphere*;*

(b) all organic and inorganic matter and living organisms*;* and

(c) the interacting natural systems that include the components listed in paragraphs (a) and (b) above;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation:

(a) waste, as that term is defined in the *Environmental Management Act;* and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**K'ómoks Government**" means the government of K'ómoks as set out in the K'ómoks Treaty;

"K'ómoks Law" means a law made pursuant to K'ómoks law making authority set out in the K'ómoks Treaty and includes the K'ómoks Constitution;

"**K'ómoks Treaty**" means the treaty among K'ómoks, Canada and British Columbia;

"**Land**" means that part or those parts of the land described in, or shown outlined by bold line in Schedule A attached to this Agreement entitled "Legal Description Schedule";

"**Management Plan**" means the most recent management plan prepared by Licensee and approved by K'ómoks, signed and dated by the parties;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws; and

"**Risk or Hazard**" means something existing or threatened, including an emergency, that Licensee, acting reasonably, determines could be or could cause an interference or threat or a hazard to persons or property in relation to this Agreement;

"**Security**" means the security referred to in section 8.1, as replaced or supplemented in accordance with section 8.5;

"**Term**" means the period of time set out in paragraph 2.3;

"we", **"us"** or **"our"** refers to K'ómoks alone and never refers to the combination of K'ómoks and the Licensee: that combination is referred to as **"the parties"** and

"**you**" or "**your**" refers to the Licensee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

2. GRANT AND TERM

2.1 On the terms and conditions of this Agreement, K'ómoks hereby grants to Licensee a non-exclusive licence to access and occupy the Land for use as a seasonal parking area, as set out in this Agreement and the Management Plan.

2.2 Licensee acknowledges this licence of occupation does not grant Licensee exclusive use and occupancy of the Land or the Improvements.

2.3 The term of this Agreement commences on the Commencement Date and terminates on the _____ anniversary of that date, or such earlier date provided for in this Agreement.

3. FEES

3.1 The Licensee will pay to K'ómoks:

(a) for the first year of the Term, Fees of $_____ , payable in advance on the Commencement Date; and

(b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 K'ómoks will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Licensee specifying in K'ómoks' sole discretion the Fees payable by the Licensee under sub-section 3.1(b) for the subsequent year of the

Term and K'ómoks will establish such Fees in accordance with K'ómoks policies applicable to the Licensee's use of the Land under this Agreement, provided that such fees will not exceed the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such fees for a licence of occupation for similar purposes located on similar Crown land.

3.3 If K'ómoks does not give notice under section 3.2, the Fees payable by Licensee under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by Licensee for the preceding year of the Term

4. MANAGEMENT PLAN

4.1 Either party may request a revision to the Management Plan in accordance with the following procedure:

(a) giving written notice ("Notice") of the proposed revision which sets out in reasonable detail:

(i) the reason for the revision;

(ii) the particulars of the revision;

(iii) the effective date of the revision; and

(iv) specifying a reasonable time period for consultation, during which the recipient may inform the requestor of any comments or concerns regarding the proposed revision; and

(b) if, following the time period specified in the Notice, the parties are unable to agree on the revisions to the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolution provisions of Part 10.

4.2 The procedure set out in paragraph 4.1 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of paragraph 4.1 to the Management Plan as so amended, unless the other agreement expressly so provides.

4.3 The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.

5. COVENANTS

5.1 Licensee must:

(a) pay, when due:

(i) the Fees to K'ómoks at the address set out in Article 11,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by Licensee or on Licensee's behalf or with Licensee's permission;

(b) deliver to K'ómoks, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement*;*

(c) observe, abide by and comply with:

(i) all Applicable Law affecting, or in any way related to the use of the Land and the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the Environment and human health and safety, and

(ii) the provisions of this Agreement and the Management Plan;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit or suffer any wilful, voluntary, or permissive waste, spoliation or destruction of the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) exercise the rights permitted under this Agreement in accordance with and only for the purposes set out in this Agreement the Management Plan;

(g) not cut or remove timber on or from the Land without the prior written consent of K'ómoks;

(h) deliver to K'ómoks, as soon as reasonably possible, all reports K'ómoks may request concerning Licensee's activities under this Agreement and all other matters related to this Agreement;

(i) permit K'ómoks, or our authorized representatives, access at any time to inspect the Improvements;

(j) provide notice to K'ómoks of any Risk or Hazard;

(k) not use all or any part of the Land:

(i) for the storage or disposal of any Hazardous Substances; or

(ii) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the Environment from the Land;

(l) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;

(m) not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(n) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain the prior written approval of K'ómoks;

(o) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

(p) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf, or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(q) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain the prior written approval of K'ómoks;

(r) at the request and at the expense of K'ómoks, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days;

(s) not construct any new entrance or exit from the Land without the written consent of K'ómoks or as approved in the Management Plan;

(t) not store or offer for sale any fuel or petroleum products on the Land;

(u) permit K'ómoks, or K'ómoks' authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for K'ómoks to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that K'ómoks takes reasonable steps to minimize any disruption of your operations; and

(v) not sublicense, assign, mortgage or transfer this Agreement without the prior written consent of K'ómoks, which consent may be withheld.

5.2 Licensee will not permit any person who enters upon or uses the Land as a result of Licensee's use of the Land under this Agreement to do anything Licensee is restricted from doing under this Agreement.

5.3 If Licensee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, Licensee will:

(a) promptly notify K'ómoks*;*

(b) immediately cease any further activity that could affect the Artifact or Feature;

(c) take reasonable measures to protect the Artifact or Feature; and

(d) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

5.4 If, in exercising its rights under this Agreement, Licensee, its employees, contractors, agents, licensees or invitees damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, or fences, and such damage or contamination is not caused as a result of a breach by K'ómoks of the terms of this Agreement or the negligence of K'ómoks or those for whom it is responsible in law, then Licensee will compensate K'ómoks for any loss it suffers as a result of the damage, to the extent that such damage was caused by Licensee or those for whom it is responsible in law.

5.5 Licensee will indemnify and save K'ómoks and its servants, employees and agents harmless from and against all claims, demands, actions, suits or other legal proceedings, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any one or more of the following:

(a) any breach, violation or non-performance by Licensee of its covenants, conditions or obligations under this Agreement other than s. 5.1(j);

(b) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person; and

(c) any negligent act or omission on the part of Licensee or those for whom it is responsible in law in relation to the Lands and Improvements, but only to the extent such matter is found to be the responsibility of Licensee or those for whom Licensee is responsible in law and not the negligence of K'ómoks or those for whom K'ómoks is responsible in law,

and the amount of all such losses, damages, costs and liabilities will be payable to K'ómoks immediately upon demand.

6. TERMINATION

6.1 This Agreement may be terminated by K'ómoks on the occurrence of any one or more of the following:

(a) if Licensee:

(i) defaults in the payment of any money payable by Licensee under this Agreement;

(ii) fails to observe, abide by and comply with any provisions of this Agreement (other than the payment of any money payable by Licensee under this Agreement) and the default or failure continues for 60 days after written notice of the default or failure to Licensee by K'ómoks;

(iii) becomes insolvent or makes an assignment for the general benefit of creditors;

(iv) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against Licensee or Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging Licensee bankrupt under any law relating to bankruptcy or insolvency;

(v) voluntarily enters into an arrangement with creditors;

(vi) in the opinion of K'ómoks, fails to make diligent use of the Land for the purposes set out in this Agreement, and the failure continues for 60 days after written notice of the failure to Licensee by K'ómoks;

(b) if Licensee is a corporation:

(i) a receiver or receiver-manager is appointed to administer or carry on Licensee's business, or

(ii) an order is made, a resolution passed or a petition filed for Licensee's liquidation or winding up;

(c) if Licensee is a society, Licensee converts into a company in accordance with the *Societies Act* without prior written consent of K'ómoks; or

(d) if this Agreement is taken in execution or attachment by any person; or

and in such case, this Agreement will with or without entry, terminate and Licensee's right to use and occupy the Land will cease.

6.2 If the default subject to a notice given under section 6.1(a)(ii) is not reasonably capable of being cured within 60 days, Licensee will be entitled a further period reasonable period beyond the 60 days to cure the default be deemed to have complied with the remedying of it if Licensee commences remedying or curing the condition within 60 days and diligently complete the same within a reasonable period the condition within 60 days and diligently complete the same within a reasonable period.

6.3 On the termination of this Agreement, Licensee will:

(a) subject to subparagraph (b), peaceably quit and deliver possession of the Improvements in a safe, clean and sanitary condition to K'ómoks;

(b) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(c) remove from the Land any Improvement that K'ómoks, in writing, directs or permits Licensee to remove;

(d) repair all damage to the Lands caused by the removal of the Improvements within a reasonable period of time, including revegetation with suitable flora where reasonably appropriate; and

(e) restore the surface of the Land to the condition that the Land was in on the on the date on which you first occupied the Land, but if you are not directed or permitted to remove an Improvement under paragraph (b), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located.

6.4 Licensee agrees that any interest Licensee may have in the Improvements ceases to exist and will be absolutely forfeited to and become the property of K'ómoks upon the

termination of this Agreement, except where an Improvement may be removed under section 6.3(b) or (c), in which case any interest Licensee may have in that Improvement continues.

6.5 Despite any other provision of this Agreement Licensee must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time on the request of K'ómoks and if you are in breach of your obligations under this Agreement relating to Hazardous Substances,

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement,

save and except only to the extent that K'ómoks has given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

6.6 K'ómoks may from time to time:

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if K'ómoks has a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide K'ómoks with, a report from a qualified and independent professional who has been approved by K'ómoks, as to the environmental condition of the Land, the scope of which must be satisfactory to K'ómoks and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

6.7 Licensee must, at the request of K'ómoks from time to time, but not more frequently than annually, provide K'ómoks with Licensee's certificate (and if Licensee is a corporation such certificate must be given by a senior officer) certifying that Licensee is in compliance with all of its obligations under this Agreement pertaining to Hazardous Substances, and

that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to K'ómoks.

6.8 If, after the termination of this Agreement, K'ómoks permits you to remain in possession of the Land and K'ómoks accepts money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

6.9 Licensee acknowledges and agrees with K'ómoks that Licensee will make no claim against K'ómoks for compensation, in damages or otherwise, upon the lawful termination of this Agreement.

6.10 Provided it is not in default under the terms of this Agreement, Licensee will have the right to terminate this Agreement at any time for any reason on 60 days prior written notice to K'ómoks.

7. LIMITATIONS

7.1 Licensee acknowledges and agrees with K'ómoks that:

(a) other persons may hold or acquire rights to use the Land in accordance with Applicable Law, and such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(b) other persons may hold or acquire interests in or over the Land granted under Applicable Law, and such interests may exist as of the Commencement Date, and following the Commencement Date K'ómoks may grant such interests (including fee simple interests, and leases), and make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, provided such grant or disposition does not have a material adverse impact on your use of the Land, as provided in this Agreement;

(c) Licensee has no right to compensation from K'ómoks and Licensee releases K'ómoks from all claims, actions, causes of action, suits, debts and demands that Licensee now has or may at any time in the future have against K'ómoks arising out of any conflict between Licensee's use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a) and (b);

(d) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the Applicable Law referred to in subsection (b); and

(e) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

8. SECURITY AND INSURANCE

8.1 On the Commencement Date, Licensee will deliver to K'ómoks Security in the amount of $_____ which will:

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by K'ómoks; and

(c) remain in effect until K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement.

8.2 Despite section 8.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to K'ómoks to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

8.3 K'ómoks may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

8.4 After K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement, K'ómoks will return to you the Security maintained under section 8.1, less all amounts drawn down by K'ómoks under section 8.3.

8.5 Licensee acknowledges and agrees that K'ómoks may, from time to time, require Licensee to:

(a) change the form or amount of the Security; or

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by Licensee under this Agreement;

and Licensee will, within 60 days of receiving such notice, deliver to K'ómoks the additional amount of Security or provide written confirmation that the change has been made or the replacement or additional form of Security has been provided by Licensee.

8.6 Licensee must:

(a) without limiting Licensee's obligations or liabilities under this Agreement, at Licensee's expense, purchase and maintain during the Term insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $_____ per occurrence insuring against liability for personal

injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to K'ómoks of material change or cancellation, and include K'ómoks as an additional insured;

(b) ensure that all insurance required to be maintained by Licensee under this Agreement is primary and does not require the sharing of any loss by any of K'ómoks' insurers;

(c) on the Commencement Date of this Agreement, provide to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to K'ómoks; and

(e) notwithstanding subsection (c) or (d) above, if requested by K'ómoks, provide to K'ómoks certified copies of the required insurance policies.

8.7 K'ómoks may, acting reasonably, from time to time, require you to:

(a) change the amount of insurance set out in subsection 8.6(a); or

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks.

8.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

8.9 You waive all rights of recourse against K'ómoks with regard to damage to your own property.

9. ASSIGNMENT

9.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent K'ómoks may withhold.

9.2 Prior to considering a request for our consent under section 9.1, K'ómoks may require you to meet certain conditions, including without limitation, that you provide K'ómoks with a report as to the environmental condition of the Land as provided in section 6.5.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subparagraph (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under subparagraph (b), then any party may refer the matter to a court of competent jurisdiction.

10.2 A dispute under this Agreement in respect of a matter within the sole discretion of K'ómoks cannot, unless K'ómoks agrees, be referred to dispute resolution as set out in section 10.1.

11. NOTICE

11.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party as set out below:

To K'ómoks: [Address]

To Licensee: [Address]

or at such other addresses as the parties may specify in accordance with this provision.

11.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

11.3 In order to expedite the communication of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 11.2.

11.4 The delivery of all money payable to K'ómoks under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

12. GENERAL

12.1 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that K'ómoks may have as set out under the K'ómoks Treaty.

12.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

12.3 No remedy conferred upon or reserved to K'ómoks under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

12.4 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your

part to be observed and performed unless K'ómoks specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

12.5 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

12.6 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

12.7 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) you give notice to K'ómoks within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

12.8 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

12.9 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

12.10 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then Licensee or K'ómoks, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that Licensee or K'ómoks have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

12.11 Licensee acknowledges and agrees with K'ómoks that:

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation, K'ómoks has not made, and Licensee has not relied upon, any representation or warranty from K'ómoks as to:

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement,

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding,

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land,

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land, or

(v) the application of any federal or Provincial or K'ómoks law or other enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for K'ómoks to provide you with a "site profile" under *the Environmental Management Act* or any regulations made under that act;

(e) K'ómoks is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) K'ómoks is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

12.12 Licensee acknowledges and agrees with K’ómoks that nothing in this Agreement constitutes you as K’ómoks' agent, joint venturer or partner or gives you any authority or power to bind K’ómoks in any way.

12.13 Time is of the essence of this Agreement.

12.14 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

12.15 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

12.16 This agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia and on K’ómoks Lands.

G-8: Interests to be Replaced: Lease for Hornby Island Residents' and Ratepayers' Association

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 2b – replacement of existing lease.

LEASE

THIS AGREEMENT dated for reference _____
[*insert month, day, year*]

BETWEEN:

K'ÓMOKS,
as represented by the K'ómoks Government

("**K'ómoks**")

AND:

HORNBY ISLAND RESIDENTS' AND RATEPAYERS' ASSOCIATION
PO Box 16
Hornby Island, BC
V0R 1Z0

("**Lessee**")

The parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this lease;

"**Applicable Law**" means either Federal law, Provincial law or K'ómoks Law, as applicable, and includes the K'ómoks Treaty;

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Commencement Date**" means the effective date of the K'ómoks Treaty;

"**disposition**" means the act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in K'ómoks land is disposed of or effected, or by which K'ómoks divests itself of or creates an interest in K'ómoks land;

"**Environment**" means the components of air and earth and includes:

(a) air, land and water including all layers of the atmosphere*;*

(b) all organic and inorganic matter and living organisms*;* and

(c) the interacting natural systems that include the components listed in paragraphs (a) and (b) above;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation:

(a) waste, as that term is defined in the *Environmental Management Act;* and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**K'ómoks Government**" means the government of K'ómoks as set out in the K'ómoks Treaty;

"K'ómoks Law" means a law made pursuant to K'ómoks law making authority set out in the K'ómoks Treaty and includes the K'ómoks Constitution

"**K'ómoks Treaty**" means the treaty among K'ómoks, Canada and British Columbia;

"**Land**" means that part or those parts of the land described in, or shown outlined by bold line in Schedule A attached to this Agreement entitled "Legal Description Schedule";

"**Management Plan**" means the most recent management plan prepared by Lessee and approved by K'ómoks, signed and dated by the parties;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws; and

"**Risk or Hazard**" means something existing or threatened, including an emergency, that Lessee, acting reasonably, determines could be or could cause an interference or threat or a hazard to persons or property in relation to this Agreement;

"**Security**" means the security referred to in section 8.1, as replaced or supplemented in accordance with section 8.5;

"**Term**" means the period of time set out in paragraph 2.3;

"Water Licence" means _____

"we", **"us"** or **"our"** refers to K'ómoks alone and never refers to the combination of K'ómoks and the Lessee: that combination is referred to as **"the parties"** and

"**you**" or "**your**" refers to the Lessee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.5 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act,* those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

2. GRANT AND TERM

2.1 On the terms and conditions of this Agreement, K'ómoks hereby grants to Lessee a lease of the Land community well–water supply purposes, as set out in this Agreement and the Management Plan.

2.2 Subject to paragraph 6.1(e), the term of this Agreement commences on the Commencement Date and will remain in effect for the term of the Water Licence.

2.3 If the Lessee is not then in default under this Agreement, K'ómoks may, but is not required to renew this Agreement on such terms as the Parties may agree.

3. FEES

3.1 The Lessee will pay to K'ómoks:

(a) for the first year of the Term, Rent of $ _____ payable in advance on the Commencement Date; and

(b) for each year during the remainder of the Term, the Rent either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 K'ómoks will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Lessee specifying in K'ómoks' sole discretion the Rent payable by the Lessee under sub-section 3.1(b) for the subsequent year of the Term and K'ómoks will establish such Rent in accordance with K'ómoks policies applicable to the Lessee's use of the Land under this Agreement, provided that such Rent will not exceed the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Rent for a lease for similar purposes located on similar Crown land.

3.3 If K'ómoks does not give notice under section 3.2, the Rent payable by Lessee under subsection 3.1(b) for the year for which notice was not given will be the same as the Rent payable by Lessee for the preceding year of the Term

4. MANAGEMENT PLAN

4.1 Either party may request a revision to the Management Plan in accordance with the following procedure:

(a) giving written notice ("Notice") of the proposed revision which sets out in reasonable detail:

(i) the reason for the revision;

(ii) the particulars of the revision;

(iii) the effective date of the revision; and

(iv) specifying a reasonable time period for consultation, during which the recipient may inform the requestor of any comments or concerns regarding the proposed revision; and

(b) if, following the time period specified in the Notice, the parties are unable to agree on the revisions to the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolution provisions of Part 10.

4.2 The procedure set out in paragraph 4.1 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement

will not limit the application of paragraph 4.1 to the Management Plan as so amended, unless the other agreement expressly so provides.

4.3 The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.

5. COVENANTS

5.1 Lessee must:

(a) pay, when due:

(i) the Rent to K'ómoks at the address set out in Article 11,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by Lessee or on Lessee's behalf or with Lessee's permission;

(b) deliver to K'ómoks, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement*;*

(c) observe, abide by and comply with:

(i) all Applicable Law affecting, or in any way related to the use of the Land and the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the Environment and human health and safety, and

(ii) the provisions of this Agreement and the Management Plan;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit or suffer any wilful, voluntary, or permissive waste, spoliation or destruction of the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) exercise the rights permitted under this Agreement in accordance with and only for the purposes set out in this Agreement the Management Plan;

(g) not cut or remove timber on or from the Land without the prior written consent of K'ómoks;

(h) deliver to K'ómoks, as soon as reasonably possible, all reports K'ómoks may request concerning Lessee's activities under this Agreement and all other matters related to this Agreement;

(i) permit K'ómoks, or our authorized representatives, access at any time to inspect the Improvements;

(j) provide notice to K'ómoks of any Risk or Hazard;

(k) not use all or any part of the Land:

(i) for the storage or disposal of any Hazardous Substances; or

(ii) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the Environment from the Land;

(l) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;

(m) not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(n) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain the prior written approval of K'ómoks;

(o) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

(p) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf, or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(q) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain the prior written approval of K'ómoks;

(r) at the request and at the expense of K'ómoks, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days;

(s) not store or offer for sale any fuel or petroleum products on the Land;

(t) permit K'ómoks, or K'ómoks' authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for K'ómoks to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that K'ómoks takes reasonable steps to minimize any disruption of your operations; and

(u) not sublease, assign, mortgage or transfer this Agreement without the prior written consent of K'ómoks, which consent may be withheld.

5.2 Lessee will not permit any person who enters upon or uses the Land as a result of Lessee's use of the Land under this Agreement to do anything Lessee is restricted from doing under this Agreement.

5.3 If Lessee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, Lessee will:

(a) promptly notify K'ómoks*;*

(b) immediately cease any further activity that could affect the Artifact or Feature;

(c) take reasonable measures to protect the Artifact or Feature; and

(d) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

5.4 If, in exercising its rights under this Agreement, Lessee, its employees, contractors, agents, Lessees or invitees damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, or fences, and such damage or contamination is not caused as a result of a breach by K'ómoks of the terms of this Agreement or the negligence of K'ómoks or those for whom it is responsible in law, then

Lessee will compensate K'ómoks for any loss it suffers as a result of the damage, to the extent that such damage was caused by Lessee or those for whom it is responsible in law.

5.5 Lessee will indemnify and save K'ómoks and its servants, employees and agentsharmless from and against all claims, demands, actions, suits or other legal proceedings, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any one or more of the following:

(a) any breach, violation or non-performance by Lessee of its covenants, conditions or obligations under this Agreement other than s. 5.1(j);

(b) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person; and

(c) any negligent act or omission on the part of Lessee or those for whom it is responsible in law in relation to the Lands and Improvements, but only to the extent such matter is found to be the responsibility of Lessee or those for whom Lessee is responsible in law and not the negligence of K'ómoks or those for whom K'ómoks is responsible in law,

and the amount of all such losses, damages, costs and liabilities will be payable to K'ómoks immediately upon demand.

5.6 We will provide you with quiet enjoyment of the Land.

5.7 Notwithstanding section 5.6, the Lessee will allow K'ómoks and K'ómoks members access across the Land for the purposes of accessing K'ómoks Lands.

6. TERMINATION

6.1 This Agreement may be terminated by K'ómoks on the occurrence of any one or more of the following:

(a) if Lessee:

(i) defaults in the payment of any money payable by Lessee under this Agreement;

(ii) fails to observe, abide by and comply with any provisions of this Agreement (other than the payment of any money payable by Lessee under this Agreement) and the default or failure continues for 60 days after written notice of the default or failure to Lessee by K'ómoks;

(iii) becomes insolvent or makes an assignment for the general benefit of creditors;

(iv) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against Lessee or Lessee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging Lessee bankrupt under any law relating to bankruptcy or insolvency;

(v) voluntarily enters into an arrangement with creditors;

(vi) in the opinion of K'ómoks, fails to make diligent use of the Land for the purposes set out in this Agreement, and the failure continues for 60 days after written notice of the failure to Lessee by K'ómoks;

(b) if Lessee is a corporation:

(i) a receiver or receiver-manager is appointed to administer or carry on Lessee's business, or

(ii) an order is made, a resolution passed or a petition filed for Lessee's liquidation or winding up;

(c) if Lessee is a society, Lessee converts into a company in accordance with the *Societies Act* without prior written consent of K'ómoks;

(d) if this Agreement is taken in execution or attachment by any person; or

(e) if the Water Licence expires or is otherwise terminated;

and in such case, this Agreement will with or without entry, terminate and Lessee's right to use and occupy the Land will cease.

6.2 If the default subject to a notice given under section 6.1(a)(ii) is not reasonably capable of being cured within 60 days, Lessee will be entitled a further period reasonable period beyond the 60 days to cure the default be deemed to have complied with the remedying of it if Lessee commences remedying or curing the condition within 60 days and diligently complete the same within a reasonable period the condition within 60 days and diligently complete the same within a reasonable period.

6.3 On the termination of this Agreement, Lessee will:

(a) subject to subparagraph (b), peaceably quit and deliver possession of the Improvements in a safe, clean and sanitary condition to K'ómoks;

(b) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other

than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(c) remove from the Land any Improvement that K'ómoks, in writing, directs or permits Lessee to remove;

(d) repair all damage to the Lands caused by the removal of the Improvements within a reasonable period of time, including revegetation with suitable flora where reasonably appropriate; and

(e) restore the surface of the Land to the condition that the Land was in on the on the date on which you first occupied the Land, but if you are not directed or permitted to remove an Improvement under paragraph (b), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located.

6.4 Lessee agrees that any interest Lessee may have in the Improvements ceases to exist and will be absolutely forfeited to and become the property of K'ómoks upon the termination of this Agreement, except where an Improvement may be removed under section 6.3(b) or (c), in which case any interest Lessee may have in that Improvement continues.

6.5 Despite any other provision of this Agreement Lessee must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time on the request of K'ómoks and if you are in breach of your obligations under this Agreement relating to Hazardous Substances,

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement,

save and except only to the extent that K'ómoks has given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

6.6 K'ómoks may from time to time:

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if K'ómoks has a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide K'ómoks with, a report from a qualified and independent professional who has been approved by K'ómoks, as to the environmental condition of the Land, the scope of which must be satisfactory to K'ómoks and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

6.7 Lessee must, at the request of K'ómoks from time to time, but not more frequently than annually, provide K'ómoks with Lessee's certificate (and if Lessee is a corporation such certificate must be given by a senior officer) certifying that Lessee is in compliance with all of its obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to K'ómoks.

6.8 If, after the termination of this Agreement, K'ómoks permits you to remain in possession of the Land and K'ómoks accepts money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

6.9 Lessee acknowledges and agrees with K'ómoks that Lessee will make no claim against K'ómoks for compensation, in damages or otherwise, upon the lawful termination of this Agreement.

6.10 Provided it is not in default under the terms of this Agreement, Lessee will have the right to terminate this Agreement at any time for any reason on 60 days prior written notice to K'ómoks.

7. LIMITATIONS

7.1 Lessee acknowledges and agrees with K'ómoks that:

(a) other persons may hold or acquire rights to use the Land in accordance with Applicable Law, and such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(b) other persons may hold or acquire interests in or over the Land granted under Applicable Law, and such interests may exist as of the Commencement Date, and following the Commencement Date, K'ómoks may grant such interests (including fee simple interests and leases) and make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any

person, provided such grant or disposition does not have a material adverse impact on your use of the Land as provided for in this Agreement;

(c) Lessee has no right to compensation from K'ómoks and Lessee releases K'ómoks from all claims, actions, causes of action, suits, debts and demands that Lessee now has or may at any time in the future have against K'ómoks arising out of any conflict between Lessee's use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a) and (b);

(d) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the Applicable Law referred to in subsection (a); and

(e) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

8. SECURITY AND INSURANCE

8.1 On the Commencement Date, Lessee will deliver to K'ómoks Security in the amount of $_____ which will:

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by K'ómoks; and

(c) remain in effect until K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement.

8.2 Despite section 8.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to K'ómoks to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

8.3 K'ómoks may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

8.4 After K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement, K'ómoks will return to you the Security maintained under section 8.1, less all amounts drawn down by K'ómoks under section 8.3.

8.5 Lessee acknowledges and agrees that K'ómoks may, from time to time, require Lessee to:

(a) change the form or amount of the Security; or

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by Lessee under this Agreement;

and Lessee will, within 60 days of receiving such notice, deliver to K'ómoks the additional amount of Security or provide written confirmation that the change has been made or the replacement or additional form of Security has been provided by Lessee.

8.6 Lessee must:

(a) without limiting Lessee's obligations or liabilities under this Agreement, at Lessee's expense, purchase and maintain during the Term insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $_____ per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to K'ómoks of material change or cancellation, and include K'ómoks as an additional insured;

(b) ensure that all insurance required to be maintained by Lessee under this Agreement is primary and does not require the sharing of any loss by any of K'ómoks' insurers;

(c) on the Commencement Date of this Agreement, provide to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to K'ómoks; and

(e) notwithstanding subsection (c) or (d) above, if requested by K'ómoks, provide to K'ómoks certified copies of the required insurance policies.

8.7 K'ómoks may, acting reasonably, from time to time, require you to:

(a) change the amount of insurance set out in subsection 8.6(a); or

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks.

8.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

8.9 You waive all rights of recourse against K'ómoks with regard to damage to your own property.

9. ASSIGNMENT

9.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent K'ómoks may withhold.

9.2 Prior to considering a request for our consent under section 9.1, K'ómoks may require you to meet certain conditions, including without limitation, that you provide K'ómoks with a report as to the environmental condition of the Land as provided in section 6.5.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subparagraph (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under subparagraph (b), then any party may refer the matter to a court of competent jurisdiction.

10.2 A dispute under this Agreement in respect of a matter within the sole discretion of K'ómoks cannot, unless K'ómoks agrees, be referred to dispute resolution as set out in section 10.1.

11. NOTICE

11.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party as set out below:

To K'ómoks: [Address]

To Lessee: [Address]

or at such other addresses as the parties may specify in accordance with this provision.

11.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

11.3 In order to expedite the communication of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 11.2.

11.4 The delivery of all money payable to K'ómoks under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

12. GENERAL

12.1 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that K'ómoks may have as set out under the K'ómoks Treaty.

12.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will

not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

12.3 No remedy conferred upon or reserved to K'ómoks under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

12.4 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless K'ómoks specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.

12.5 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

12.6 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

12.7 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) you give notice to K'ómoks within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

12.8 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

12.9 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

12.10 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then Lessee or K'ómoks, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that Lessee or

K'ómoks have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

12.11 Lessee acknowledges and agrees with K'ómoks that:

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation, K'ómoks has not made, and Lessee has not relied upon, any representation or warranty from K'ómoks as to:

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement,

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding,

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land,

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land, or

(v) the application of any federal or Provincial or K'ómoks law or other enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for K'ómoks to provide you with a "site profile" under *the Environmental Management Act* or any regulations made under that act;

(e) K'ómoks is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) K’ómoks is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

12.12 Lessee acknowledges and agrees with K’ómoks that nothing in this Agreement constitutes you as K’ómoks' agent, joint venturer or partner or gives you any authority or power to bind K’ómoks in any way.

12.13 Time is of the essence of this Agreement.

12.14 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

12.15 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

12.16 This agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia and on K’ómoks Lands.

G-9: Interests to be Replaced: Lease for Scout Properties (BC/Yukon) Canada

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 2b – replacement of existing lease.

LEASE

THIS AGREEMENT dated for reference _____
[*insert month, day, year*]

BETWEEN:

K'ÓMOKS,
as represented by the K'ómoks Government

("**K'ómoks**")

AND:

SCOUT PROPERTIES (BC/YUKON)
300-3665 Kingsway Vancouver, BC V5R 5W2

("**Lessee**")

The parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this lease;

"**Applicable Law**" means either Federal law, Provincial law or K'ómoks Law, as applicable, and includes the K'ómoks Treaty;

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Commencement Date**" means the effective date of the K'ómoks Treaty;

"**disposition**" means the act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in K'ómoks land is disposed of or effected, or by which K'ómoks divests itself of or creates an interest in K'ómoks land;

"**Environment**" means the components of air and earth and includes:

(a) air, land and water including all layers of the atmosphere*;*

(b) all organic and inorganic matter and living organisms*;* and

(c) the interacting natural systems that include the components listed in paragraphs (a) and (b) above;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation:

(a) waste, as that term is defined in the *Environmental Management Act;* and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**K'ómoks Government**" means the government of K'ómoks as set out in the K'ómoks Treaty;

"K'ómoks Law" means a law made pursuant to K'ómoks law making authority set out in the K'ómoks Treaty and includes the K'ómoks Constitution

"**K'ómoks Treaty**" means the treaty among K'ómoks, Canada and British Columbia;

"**Land**" means that part or those parts of the land described in, or shown outlined by bold line in Schedule A attached to this Agreement entitled "Legal Description Schedule";

"**Management Plan**" means the most recent management plan prepared by Lessee and approved by K'ómoks, signed and dated by the parties;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws; and

"**Risk or Hazard**" means something existing or threatened, including an emergency, that Lessee, acting reasonably, determines could be or could cause an interference or threat or a hazard to persons or property in relation to this Agreement;

"**Security**" means the security referred to in section 8.1, as replaced or supplemented in accordance with section 8.5;

"**Term**" means the period of time set out in paragraph 2.3;

"we", **"us"** or **"our"** refers to K'ómoks alone and never refers to the combination of K'ómoks and the Lessee: that combination is referred to as **"the parties"** and

"**you**" or "**your**" refers to the Lessee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.5 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act,* those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

2. GRANT AND TERM

2.1 On the terms and conditions of this Agreement, K'ómoks hereby grants to Lessee a lease of the Land for Scout camp and caretaker residence purposes, as set out in this Agreement and the Management Plan.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 35th anniversary of that date, or such earlier date provided for in this Agreement.

2.3 If the Lessee is not then in default under this Agreement, K'ómoks may, but is not required to renew this Agreement on such terms as the Parties may agree.

3. FEES

3.1 The Lessee will pay to K'ómoks:

(a) for the first year of the Term, Rent of $_____, payable in advance on the Commencement Date; and

(b) for each year during the remainder of the Term, the Rent either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.

3.2 K'ómoks will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to the Lessee specifying in K'ómoks' sole discretion the Rent payable by the Lessee under sub-section 3.1(b) for the subsequent year of the Term and K'ómoks will establish such Rent in accordance with K'ómoks policies applicable to the Lessee's use of the Land under this Agreement, provided that such Rent will not exceed the amount which would be payable on that date under the then existing policies of the Province of British Columbia with respect to the payment of such Rent for a lease of occupation for similar purposes located on similar Crown land.

3.3 If K'ómoks does not give notice under section 3.2, the Rent payable by Lessee under subsection 3.1(b) for the year for which notice was not given will be the same as the Rent payable by Lessee for the preceding year of the Term

4. MANAGEMENT PLAN

4.1 Either party may request a revision to the Management Plan in accordance with the following procedure:

(a) giving written notice ("Notice") of the proposed revision which sets out in reasonable detail:

(i) the reason for the revision;

(ii) the particulars of the revision;

(iii) the effective date of the revision; and

(iv) specifying a reasonable time period for consultation, during which the recipient may inform the requestor of any comments or concerns regarding the proposed revision; and

(b) if, following the time period specified in the Notice, the parties are unable to agree on the revisions to the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolution provisions of Part 10.

4.2 The procedure set out in paragraph 4.1 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement

will not limit the application of paragraph 4.1 to the Management Plan as so amended, unless the other agreement expressly so provides.

4.3 The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.

5. COVENANTS

5.1 Lessee must:

(a) pay, when due:

(i) the Rent to K'ómoks at the address set out in Article 11,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by Lessee or on Lessee's behalf or with Lessee's permission;

(b) deliver to K'ómoks, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement*;*

(c) observe, abide by and comply with:

(i) all Applicable Law affecting, or in any way related to the use of the Land and the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the Environment and human health and safety, and

(ii) the provisions of this Agreement and the Management Plan;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit or suffer any wilful, voluntary, or permissive waste, spoliation or destruction of the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) exercise the rights permitted under this Agreement in accordance with and only for the purposes set out in this Agreement the Management Plan;

(g) not cut or remove timber on or from the Land without the prior written consent of K'ómoks;

(h) deliver to K'ómoks, as soon as reasonably possible, all reports K'ómoks may request concerning Lessee's activities under this Agreement and all other matters related to this Agreement;

(i) permit K'ómoks, or our authorized representatives, access at any time to inspect the Improvements;

(j) provide notice to K'ómoks of any Risk or Hazard;

(k) not use all or any part of the Land:

(i) for the storage or disposal of any Hazardous Substances; or

(ii) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the Environment from the Land;

(l) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;

(m) not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(n) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain the prior written approval of K'ómoks;

(o) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

(p) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf, or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(q) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain the prior written approval of K'ómoks;

(r) at the request and at the expense of K'ómoks, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days;

(s) not store or offer for sale any fuel or petroleum products on the Land;

(t) permit K'ómoks, or K'ómoks' authorized representatives, to enter on the Land at any time to inspect the Land .and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for K'ómoks to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that K'ómoks takes reasonable steps to minimize any disruption of your operations; and

(u) not sublease, assign, mortgage or transfer this Agreement without the prior written consent of K'ómoks, which consent may be withheld.

5.2 Lessee will not permit any person who enters upon or uses the Land as a result of Lessee's use of the Land under this Agreement to do anything Lessee is restricted from doing under this Agreement.

5.3 If Lessee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, Lessee will:

(a) promptly notify K'ómoks*;*

(b) immediately cease any further activity that could affect the Artifact or Feature;

(c) take reasonable measures to protect the Artifact or Feature; and

(d) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

5.4 If, in exercising its rights under this Agreement, Lessee, its employees, contractors, agents, Lessees or invitees damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, or fences, and such damage or contamination is not caused as a result of a breach by K'ómoks of the terms of this Agreement or the negligence of K'ómoks or those for whom it is responsible in law, then

Lessee will compensate K'ómoks for any loss it suffers as a result of the damage, to the extent that such damage was caused by Lessee or those for whom it is responsible in law.

5.5 Lessee will indemnify and save K'ómoks and its servants, employees and agentsharmless from and against all claims, demands, actions, suits or other legal proceedings, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any one or more of the following:

(a) any breach, violation or non-performance by Lessee of its covenants, conditions or obligations under this Agreement other than s. 5.1(j);

(b) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person; and

(c) any negligent act or omission on the part of Lessee or those for whom it is responsible in law in relation to the Lands and Improvements, but only to the extent such matter is found to be the responsibility of Lessee or those for whom Lessee is responsible in law and not the negligence of K'ómoks or those for whom K'ómoks is responsible in law,

and the amount of all such losses, damages, costs and liabilities will be payable to K'ómoks immediately upon demand.

5.6 We will provide you with quiet enjoyment of the Land.

6. TERMINATION

6.1 This Agreement may be terminated by K'ómoks on the occurrence of any one or more of the following:

(a) if Lessee:

(i) defaults in the payment of any money payable by Lessee under this Agreement;

(ii) fails to observe, abide by and comply with any provisions of this Agreement (other than the payment of any money payable by Lessee under this Agreement) and the default or failure continues for 60 days after written notice of the default or failure to Lessee by K'ómoks;

(iii) becomes insolvent or makes an assignment for the general benefit of creditors;

(iv) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against Lessee or Lessee consents to the

filing of the petition or a decree is entered by a court of competent jurisdiction adjudging Lessee bankrupt under any law relating to bankruptcy or insolvency;

(v) voluntarily enters into an arrangement with creditors;

(vi) in the opinion of K'ómoks, fails to make diligent use of the Land for the purposes set out in this Agreement, and the failure continues for 60 days after written notice of the failure to Lessee by K'ómoks;

(b) if Lessee is a corporation:

(i) a receiver or receiver-manager is appointed to administer or carry on Lessee's business, or

(ii) an order is made, a resolution passed or a petition filed for Lessee's liquidation or winding up;

(c) if Lessee is a society, Lessee converts into a company in accordance with the *Societies Act* without prior written consent of K'ómoks; or

(d) if this Agreement is taken in execution or attachment by any person; or

and in such case, this Agreement will with or without entry, terminate and Lessee's right to use and occupy the Land will cease.

6.2 If the default subject to a notice given under section 6.1(a)(ii) is not reasonably capable of being cured within 60 days, Lessee will be entitled a further period reasonable period beyond the 60 days to cure the default be deemed to have complied with the remedying of it if Lessee commences remedying or curing the condition within 60 days and diligently complete the same within a reasonable period the condition within 60 days and diligently complete the same within a reasonable period.

6.3 On the termination of this Agreement, Lessee will:

(a) subject to subparagraph (b), peaceably quit and deliver possession of the Improvements in a safe, clean and sanitary condition to K'ómoks;

(b) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement;

(c) remove from the Land any Improvement that K'ómoks, in writing, directs or permits Lessee to remove;

(d) repair all damage to the Lands caused by the removal of the Improvements within a reasonable period of time, including revegetation with suitable flora where reasonably appropriate; and

(e) restore the surface of the Land to the condition that the Land was in on the on the date on which you first occupied the Land, but if you are not directed or permitted to remove an Improvement under paragraph (b), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located.

6.4 Lessee agrees that any interest Lessee may have in the Improvements ceases to exist and will be absolutely forfeited to and become the property of K'ómoks upon the termination of this Agreement, except where an Improvement may be removed under section 6.3(b) or (c), in which case any interest Lessee may have in that Improvement continues.

6.5 Despite any other provision of this Agreement Lessee must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time on the request of K'ómoks and if you are in breach of your obligations under this Agreement relating to Hazardous Substances,

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement,

save and except only to the extent that K'ómoks has given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

6.6 K'ómoks may from time to time:

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if K'ómoks has a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide K'ómoks with, a report from a qualified and independent professional who has been approved by

K'ómoks, as to the environmental condition of the Land, the scope of which must be satisfactory to K'ómoks and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

6.7 Lessee must, at the request of K'ómoks from time to time, but not more frequently than annually, provide K'ómoks with Lessee's certificate (and if Lessee is a corporation such certificate must be given by a senior officer) certifying that Lessee is in compliance with all of its obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to K'ómoks.

6.8 If, after the termination of this Agreement, K'ómoks permits you to remain in possession of the Land and K'ómoks accepts money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

6.9 Lessee acknowledges and agrees with K'ómoks that Lessee will make no claim against K'ómoks for compensation, in damages or otherwise, upon the lawful termination of this Agreement.

6.10 Provided it is not in default under the terms of this Agreement, Lessee will have the right to terminate this Agreement at any time for any reason on 60 days prior written notice to K'ómoks.

7. LIMITATIONS

7.1 Lessee acknowledges and agrees with K'ómoks that:

(a) other persons may hold or acquire rights to use the Land in accordance with Applicable Law, and such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(b) other persons may hold or acquire interests in or over the Land granted under Applicable Law, and such interests may exist as of the Commencement Date, and following the Commencement Date K'ómoks may grant such interests (including fee simple interests, and leases), and make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, provided such grant or disposition does not have a material adverse impact on your use of the Land, as provided for in this Agreement;

(c) Lessee has no right to compensation from K'ómoks and Lessee releases K'ómoks from all claims, actions, causes of action, suits, debts and demands that Lessee now has or may at any time in the future have

against K'ómoks arising out of any conflict between Lessee's use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a) and (b);

(d) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the Applicable Law referred to in subsection (a); and

(e) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

8. SECURITY AND INSURANCE

8.1 On the Commencement Date, Lessee will deliver to K'ómoks Security in the amount of $_____ which will:

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by K'ómoks; and

(c) remain in effect until K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement.

8.2 Despite section 8.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to K'ómoks to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

8.3 K'ómoks may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

8.4 After K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement, K'ómoks will return to you the Security maintained under section 8.1, less all amounts drawn down by K'ómoks under section 8.3.

8.5 Lessee acknowledges and agrees that K'ómoks may, from time to time, require Lessee to:

(a) change the form or amount of the Security; or

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by Lessee under this Agreement;

and Lessee will, within 60 days of receiving such notice, deliver to K'ómoks the additional amount of Security or provide written confirmation that the change has been made or the replacement or additional form of Security has been provided by Lessee.

8.6 Lessee must:

(a) without limiting Lessee's obligations or liabilities under this Agreement, at Lessee's expense, purchase and maintain during the Term insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $_____ per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to K'ómoks of material change or cancellation, and include K'ómoks as an additional insured;

(b) ensure that all insurance required to be maintained by Lessee under this Agreement is primary and does not require the sharing of any loss by any of K'ómoks' insurers;

(c) on the Commencement Date of this Agreement, provide to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to K'ómoks; and

(e) notwithstanding subsection (c) or (d) above, if requested by K'ómoks, provide to K'ómoks certified copies of the required insurance policies.

8.7 K'ómoks may, acting reasonably, from time to time, require you to:

(a) change the amount of insurance set out in subsection 8.6(a); or

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks.

8.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

8.9 You waive all rights of recourse against K'ómoks with regard to damage to your own property.

9. ASSIGNMENT

9.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent K'ómoks may withhold.

9.2 Prior to considering a request for our consent under section 9.1, K'ómoks may require you to meet certain conditions, including without limitation, that you provide K'ómoks with a report as to the environmental condition of the Land as provided in section 6.5.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subparagraph (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under subparagraph (b), then any party may refer the matter to a court of competent jurisdiction.

10.2 A dispute under this Agreement in respect of a matter within the sole discretion of K'ómoks cannot, unless K'ómoks agrees, be referred to dispute resolution as set out in section 10.1.

11. NOTICE

11.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party as set out below:

To K'ómoks: [Address]

To Lessee: [Address]

or at such other addresses as the parties may specify in accordance with this provision.

11.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

11.3 In order to expedite the communication of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 11.2.

11.4 The delivery of all money payable to K'ómoks under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

12. GENERAL

12.1 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that K'ómoks may have as set out under the K'ómoks Treaty.

12.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

12.3 No remedy conferred upon or reserved to K'ómoks under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

12.4 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part

to be observed and performed unless K'ómoks specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.

12.5 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

12.6 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

12.7 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) you give notice to K'ómoks within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

12.8 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

12.9 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

12.10 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then Lessee or K'ómoks, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that Lessee or K'ómoks have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

12.11 Lessee acknowledges and agrees with K'ómoks that:

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation, K'ómoks has not made, and Lessee has not relied upon, any representation or warranty from K'ómoks as to:

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement,

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding,

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land,

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land, or

(v) the application of any federal or Provincial or K'ómoks law or other enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for K'ómoks to provide you with a "site profile" under *the Environmental Management Act* or any regulations made under that act;

(e) K'ómoks is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) K'ómoks is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

12.12 Lessee acknowledges and agrees with K’ómoks that nothing in this Agreement constitutes you as K’ómoks' agent, joint venturer or partner or gives you any authority or power to bind K’ómoks in any way.

12.13 Time is of the essence of this Agreement.

12.14 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

12.15 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

12.16 This agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia and on K’ómoks Lands.

G-10: Interests to be Replaced: Statutory Right of Way Agreement for Pump Station and Sewer Pipeline

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 1b and F-3 Part 4.

STATUTORY RIGHT OF WAY FOR WORKS
in favour of the Grantee

TERMS OF INSTRUMENT – Part 2

WHEREAS:

A. The Grantor, Canada and the Province have entered into the K'ómoks Treaty

B. In accordance with the K'ómoks Treaty, the Grantor wishes to provide the Grantee with a statutory right of way over the Land in order that the Grantee can access, construct and maintain the Works (as defined below).

C. The grant of the statutory right of way under this Agreement is made pursuant section 218 of the *Land Title Act* and is necessary for the operation and maintenance of the Grantee's undertaking.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee's covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. **Definitions**

"Agreement" means this Part 2 Terms of Instrument for a statutory right of way along with the Form C, Part 1 of this Instrument;

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"Commencement Date" means date of registration of this Agreement in the Land Title Office;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under land;

"Land" means the land described in Item 2 of Part 1 of this General Instrument;

"Right of Way Area" means _____

"**Security**" means the security for the performance of the Grantee's obligations as set out in paragraph 14 in the amount of $_____.

"**Special Conditions**" means the conditions, if any, set out in ***Schedule C*** attached to this Agreement.

"**K'ómoks Treaty**" means the treaty among K'ómoks, Canada and British Columbia;

"Works" means [CVRD sewer pipeline and pump station]

2. **Grant of Right of Way**

By this Agreement the Owner grants to the Grantee, and its invitees, contractors, permittees, representatives, employees, and agents a statutory right of way over the Land to enter, go, return, pass and repass over the Land for the purpose of constructing, using, developing, repairing, maintaining and managing the Works, including access to the Land by machinery, equipment and motorized vehicles and to do all acts which in the opinion of the Grantee are necessary or incidental to the to the use of the Lands for that purpose.

3. **Limitation on Rights Granted**

The Grantee acknowledges and agrees that the rights set forth in paragraph 2 are to be exercised only over those portions of the Servient Lands that contain the Statutory Right of Way Area and it will not unreasonably otherwise exercise or attempt to otherwise exercise its rights over the Lands under paragraph 2.

4. **Annual Fee**

The Grantee will pay the Owner an annual fee in advance in the amount of $_____ as reasonably required to cover the Owner's costs of administering this Agreement.

5. **Covenant**

The obligations of the Grantee in this Agreement constitute both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and run with the Grantee's Property and bind successors in title.

6. **Non Exclusive Use**

This Agreement will not entitle the Grantee to exclusive possession of the Statutory Right of Way Area and the Owner reserves the right to grant other dispositions of the

Statutory Right of Way Area so long as the grant does not impair the Grantee's permitted use of the Statutory Right of Way Area.

7. **Covenants of the Grantee**

The Grantee covenants with the Owner:

(a) to pay the annual fee as described in paragraph 6 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 16;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Statutory Right of Way Area or any of the Grantee's improvements on the Statutory Right of Way Area, which the Grantee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Statutory Right of Way Area and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any wilful or voluntary waste, spoliation or destruction on the Statutory Right of Way Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance;

(e) not to dump or bury debris or rubbish of any kind on the Statutory Right of Way Area;

(f) not to use hazardous petroleum products and other toxic substances in the Statutory Right of Way Area;

(g) not to apply herbicides or pesticides on the Statutory Right of Way Area without the consent of the Owner;

(h) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;

(i) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:

(i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and

(ii) any personal injury, bodily injury (including death), or property damage occurring on or off the Servient Lands and arising out of the Grantee's use or occupation of the Statutory Right of Way Area under this Agreement,

and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under paragraph 6, and the amount added will be payable to the Owner immediately upon demand;

(j) in respect of the use of the Statutory Right of Way Area by the Grantee or anyone permitted by the Grantee to use the Statutory Right of Way area, to keep the Statutory Right of Way Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably including, without limitation, maintaining and repairing any damage to the Statutory Right of Way Area caused by the Grantee's use under this Agreement, and to make safe, clean and sanitary any portion of the Statutory Right of Way Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;

(k) to permit the Owner or its authorized representative to enter upon the Statutory Right of Way Area at any time to examine its condition;

(l) to use and occupy the Statutory Right of Way Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in ***Schedule C***;

(m) on the expiration or at the earlier cancellation of this Agreement:

(i) to quit peaceably and deliver possession of the Statutory Right of Way Area to the Owner; and

(ii) if requested by the Owner to de-commission the Works, including the removal of any structures or works on the Statutory Right of Way Area, and restore the surface of the Statutory Right of Way Area to the satisfaction of the Owner acting reasonably;

and all the Grantee's right, interest and estate in the Servient Lands will be absolutely forfeited to the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

(n) to obtain and keep in force insurance covering the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Statutory Right of Way Area to an amount not less than $_____;

(o) notwithstanding subparagraph (l), the Owner may from time to time, acting

reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;

(p) to provide a certificate or evidence of insurance upon request by the Owner;

(q) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Statutory Right of Way Area under a prior or subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Statutory Right of Way Area, in accordance with paragraph 8; and

(r) If the Grantee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, the Grantee will:

(i) promptly notify K'ómoks*;*

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

8. **Cancellation**

Despite any other provision of this Agreement, this Agreement may be cancelled if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:

(a) 30 days; or

(b) 150 days, if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,

then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 9(k), any improvements to the Statutory Right of Way Area will, at the discretion of the Owner, become the property of the Owner.

9. **Third Party Notice**

The Owner will not dispose of, or agree to dispose of, the Servient Lands without first notifying any intended purchaser of the existence of this Agreement.

10. **Ownership of Timber**

All timber on the Statutory Right of Way Area will remain the property of the Owner.

11. **Security**

The Grantee will deliver the Security to the Owner within 30 days of the commencement of this Agreement, and in any event prior to the Grantee's use of the Statutory Right of Way Area, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

(a) the Grantee will maintain the Security in full until the later of:

(i) the termination of this Agreement; or

(ii) the complete fulfillment of all of the Grantee's obligations under this Agreement;

(b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Grantee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.

12. **Disputes**

Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;

(c) if the dispute is not resolved within 30 days of the notice to mediate under subparagraph (b) then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to

arbitration then either party may refer the matter to a court of competent jurisdiction;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

13. **Notice**

If notice is required or permitted under this Agreement, the notice:

(a) must be in writing;

(b) must be delivered to the address set out above, or other address as specified in writing by a party; and

(c) may be given in one or more of the following ways:

(i) delivered personally or by courier, and it will be deemed received on the next business day;

(ii) delivered by fax, and it will be deemed received on the next business day; or

(iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

14. **Waiver and Consent**

A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

15. **Remedies**

No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

16. **Enurement**

The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

17. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement.

18. **Interpretation**

In this Agreement:

(a) all attached schedules form an integral part of this Agreement;

(b) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;

(d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and

(e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

19. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

20. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Grantee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Grantee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

21. If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Grantee's reasonable control, other than normal weather conditions, the Grantee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) the Grantee gives notice to the Owner within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the

performance of its obligation; and

(b) the Grantee diligently attempts to remove the delay.

G-11: Interests to be Replaced: Lease for Mobile Home Park

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 1b.

G-12: Interests to be Replaced: Lease for Michael Didham

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-2 Part 1b.

G-13: Interests to be Created: Easement for Access to Water Licences

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 1.

Easement for Works

THIS AGREEMENT is dated [***insert month, day, year]***. BETWEEN:

K'ÓMOKS

(the "Owner")

AND:

_____

_____

(the "Grantee")

WHEREAS:

A. The Grantee wishes an easement over the Servient Lands to provide the Grantee with access to the Works.

B. The Owner is willing to grant to the Grantee an easement over the Servient Lands to provide the Grantee with access to the Works.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee's covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. DEFINITIONS

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Grantee's Property**" means the lands described in Schedule A attached to this Agreement.

"**Easement Area**" means that portion of the Servient Lands as described in ***Schedule B*** attached to this Agreement.

"**Security**" means the security for the performance of the Grantee's obligations as set out in paragraph 14 in the amount of $_____.

"**Servient Lands**" means the lands described in ***Schedule A*** attached to this Agreement.

"**Special Conditions**" means the conditions, if any, set out in ***Schedule C*** attached to this Agreement.

"Works" means the following works associated with Water Licence #_____

2. RIGHTS AND PRIVILEGES ON EASEMENT AREA

By this Agreement the Owner grants to the Grantee, and its invitees, permittees, representatives, employees, and agents, their heirs, executors, administrators and assigns, in common with the Owner, the full, free and uninterrupted easement, right and liberty over the Easement Area to enter on and use the Easement Area for the purpose of constructing and maintaining the Works.

3. DURATION

This Easement continues for the term of the Water Licence and is appurtenant to the Grantee's Property and passes with a conveyance or other disposition of the estate in fee simple of the Grantee's Property, and is binding on the Servient Lands, provided that the Owner and the Grantee agree that if the Servient Lands are subdivided, the Easement will not run with those parcels derived from the Servient Lands which do not include any part of the Easement Area, and the Easement will be deemed to be discharged from such parts.

4. MODIFICATION OF EASEMENT

The parties agree that either party may register the Easement in accordance with the *Land Title Act* and upon request and preparation of a survey or plan showing the location of the Easement Area, the Owner and Grantee will enter into a modification of this Agreement or enter into a new agreement on the same terms as this Agreement so as to release the Easement from those portions of the Servient Lands that are not included within the registered plan; provided that the requesting party shall at its own cost, be responsible for the preparation of any survey or plan and registration of the applicable plan as well as discharges and agreements referred to in this Section.

5. LIMITATION ON RIGHTS GRANTED

The Grantee acknowledges and agrees that the rights set forth in paragraph 2 are to be exercised only over those portions of the Servient Lands that contain the Easement Area and it will not unreasonably otherwise exercise or attempt to otherwise exercise its rights over the Servient Lands under paragraph 2.

6. ANNUAL FEE

The Grantee will pay the Owner an annual fee in advance in the amount of $_____ as reasonably required to cover the Owner's costs of administering this Agreement.

7. COVENANT

The obligations of the Grantee in this Agreement constitute both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and run with the Grantee's Property and bind successors in title.

8. NON EXCLUSIVE USE

This Agreement will not entitle the Grantee to exclusive possession of the Easement Area and the Owner reserves the right to grant other dispositions of the Easement Area so long as the grant does not impair the Grantee's permitted use of the Easement Area.

9. COVENANTS OF THE GRANTEE

The Grantee covenants with the Owner:

(a) to pay the annual fee as described in paragraph 6 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 16;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Easement Area or any of the Grantee's improvements on the Easement Area, which the Grantee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Easement Area and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Easement Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance;

(e) not to dump or bury debris or rubbish of any kind on the Easement Area;

(f) not to use hazardous petroleum products and other toxic substances in the Easement Area;

(g) not to apply herbicides or pesticides on the Easement Area without the consent of the Owner;

(h) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any

taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;

(i) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:

(i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and

(ii) any personal injury, bodily injury (including death), or property damage occurring on or off the Servient Lands and arising out of the Grantee's use or occupation of the Easement Area under this Agreement,

and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under paragraph 6, and the amount added will be payable to the Owner immediately upon demand;

(j) in respect of the use of the Easement Area by the Grantee or anyone permitted by the Grantee to use the Easement area, to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably including, without limitation, maintaining and repairing any damage to the Easement Area caused by the Grantee's use under this Agreement, and to make safe, clean and sanitary any portion of the Easement Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;

(k) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;

(l) to use and occupy the Easement Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in ***Schedule C***;

(m) on the expiration or at the earlier cancellation of this Agreement:

(i) to quit peaceably and deliver possession of the Easement Area to the Owner; and

(ii) if requested by the Owner to de-commission the Works, including the removal of any structures or works on the Easement Area, and restore the surface of the Easement Area to the satisfaction of the Owner acting reasonably;

and all the Grantee's right, interest and estate in the Servient Lands will be absolutely forfeited to the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

(n) to obtain and keep in force insurance covering the Owner and the Grantee

(without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Easement Area to an amount not less than $_____;

(o) notwithstanding subparagraph (l), the Owner may from time to time, acting reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;

(p) to provide a certificate or evidence of insurance upon request by the Owner;

(q) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Easement Area under a prior or subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Easement Area, in accordance with paragraph 8; and

(r) If the Grantee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, the Grantee will:

(i) promptly notify K'ómoks*;*

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

10. CANCELLATION

Despite any other provision of this Agreement, this Agreement is cancelled if the Water Licence expires and/or terminates and may be cancelled by the Grantor if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:

(a) 30 days; or

(b) 150 days, if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,

then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 9(k), any improvements to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

11. THIRD PARTY NOTICE

The Owner will not dispose of, or agree to dispose of, the Servient Lands without first notifying any intended purchaser of the existence of this Agreement.

12. OWNERSHIP OF TIMBER

All timber on the Easement Area will remain the property of the Owner.

13. SECURITY

The Grantee will deliver the Security to the Owner within 30 days of the commencement of this Agreement, and in any event prior to the Grantee's use of the Easement Area, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

(a) the Grantee will maintain the Security in full until the later of:

(i) the termination of this Agreement; or

(ii) the complete fulfillment of all of the Grantee's obligations under this Agreement;

(b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Grantee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.

14. DISPUTES

Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;

(c) if the dispute is not resolved within 30 days of the notice to mediate under subparagraph (b) then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration then either party may refer the matter to a court of competent jurisdiction;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

15. NOTICE

If notice is required or permitted under this Agreement, the notice:

(a) must be in writing;

(b) must be delivered to the address set out above, or other address as specified in writing by a party; and

(c) may be given in one or more of the following ways:

(i) delivered personally or by courier, and it will be deemed received on the next business day;

(ii) delivered by fax, and it will be deemed received on the next business day; or

(iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

16. WAIVER AND CONSENT

A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

17. REMEDIES

No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

18. ENUREMENT

The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement.

20. INTERPRETATION

In this Agreement:

(a) all attached schedules form an integral part of this Agreement;

(b) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;

(d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and

(e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

21. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

22. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Grantee, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Grantee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

23. If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Grantee's reasonable control, other than normal weather conditions, the Grantee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period

of time equal to the period of time of the delay so long as:

(a) the Grantee gives notice to the Owner within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and

(b) the Grantee diligently attempts to remove the delay.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

K'ÓMOKS

Per: _____

GRANTEE

☐

Per: _____

(authorized signatory of Grantee)

G-14: Interests to be Created: Permit for Water Works

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 1.

Permit to Occupy K'ómoks Lands

The Permittee is hereby authorized to occupy K'ómoks Lands on a non-exclusive basis for the purpose of accessing, maintaining and operating an unlicensed well (the "**Works**") on as set out herein.

(a) The portion of K'ómoks Lands authorized to be occupied under this permit is [***description of the lands***] (the "**Land**") the location of which is shown approximately on the plan attached hereto.

(b) The approximate dimensions of the K'ómoks Lands authorized to be occupied under this permit are [x] feet in length and [x] feet in width having an area of [x].

(c) The Permittee must:

(i) observe, abide by and comply with all applicable laws affecting, or in any way related to the use of the Land and the Works including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to hazardous substances, the environment and human health and safety;

(ii) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Works in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with this covenant by making the Land and the Works safe, clean and sanitary;

(iii) not commit or suffer any wilful, voluntary, or permissive waste, spoliation or destruction of the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(iv) at Permittee's expense, purchase and maintain during the term of this Permit, Commercial General Liability insurance in an amount of not less than $_____ inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Works.

(iv) permit K'ómoks, or its authorized representatives, access at any time to inspect the Works; and

(v) not sublicense, assign, mortgage or transfer this Agreement without the prior written consent of K'ómoks, which consent may be withheld.

(d) The Permittee will indemnify and save harmless K'ómoks and its servants, employees and agents from and against all claims, demands, actions, suits or other legal proceedings, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any one or more of the following:

(i) any breach, violation or non-performance by the Permittee of its covenants, conditions or obligations under this Permit;

(ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person;

(iii) any negligent act or omission on the part of Permittee or those for whom it is responsible in law in relation to the Lands and Works, but only to the extent such matter is found to be the responsibility of Licensee or those for whom Licensee is responsible in law and not the negligence of K'ómoks or those for whom K'ómoks is responsible in law,

and the amount of all such losses, damages, costs and liabilities will be payable to K'ómoks immediately upon demand.

(e) This permit is issued and accepted on the understanding that the permittee will pay annual fees to K'ómoks Nation in the amount that would be payable with respect to a Permit to Occupy Crown Land located on similar Crown land and for a similar purpose. Such fees are payable in advance on the date this permit is issued and on each anniversary of the date this permit is issued.

(f) This permit will become void if the Works with respect to which this permit is issued should be terminated, deactivated, decommissioned or abandoned.

(g) On the termination of this Permit, the Permittee will:

(i) subject to subparagraph (ii), peaceably quit and deliver possession of the Works in a safe, clean and sanitary condition to K'ómoks;

(ii) remove from the Land any of the Works that K'ómoks, in writing, directs or permits the Permittee to remove;

(iii) repair all damage to the Lands caused by the removal of the Works within a reasonable period of time, including revegetation with suitable flora where reasonably appropriate; and

(iv) restore the surface of the Land to the condition that the Land was in on the on the date on which you first occupied the Land, but if you are not directed or permitted to remove the Works under paragraph (ii), this paragraph will not apply to that part of the surface of the Land on which the Works are located.

(h) The holder of this permit will not be entitled to compensation if K'ómoks Nation grants permits to other persons to occupy the K'ómoks Lands affected by this permit.

(i) In the event of a dispute at any time with respect to the area or boundaries of the K'ómoks Lands affected by this permit, the holder will, at its own expense, have the land surveyed by a duly qualified surveyor.

_____

SIGNED on behalf of K'ómoks Nation
by a duly authorized representative
on [insert month, day, year]

G-15: Interests to be Created: Easement for Private Road Access to Fee Simple Parcels

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 2 – interests to be created.

Private Road Easement

THIS AGREEMENT is dated [***insert month, day, year]***. BETWEEN:

K'ÓMOKS

(the "Owner")

AND:

_____

(the "Grantee")

WHEREAS:

A. The Grantee wishes an easement over the Servient Lands to provide access to the Grantee's Property.

B. The Owner is willing to grant to the Grantee an easement over the Servient Lands to provide access to the Grantee's Property.

Therefore in consideration of the payment of the fee to be paid by the Grantee, and the Grantee's covenants as set out in this Agreement, the Owner and Grantee agree as follows:

1. DEFINITIONS

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Grantee's Property**" means the lands described in Schedule A attached to this Agreement.

"**Easement Area**" means that portion of the Servient Lands as described in ***Schedule B*** attached to this Agreement.

"**Security**" means the security for the performance of the Grantee's obligations as set out in paragraph 14 in the amount of $_____ .

"**Servient Lands**" means the lands described in ***Schedule A*** attached to this Agreement.

"**Special Conditions**" means the conditions, if any, set out in ***Schedule C*** attached to this Agreement.

2. RIGHTS AND PRIVILEGES ON EASEMENT AREA

By this Agreement the Owner grants to the Grantee, and its invitees, permittees, representatives, employees, and agents, their heirs, executors, administrators and assigns, in common with the Owner, the full, free and uninterrupted easement, right and liberty over the Easement Area to enter on and use the Easement Area for the purpose of constructing and maintaining (including trimming or removing trees and vegetation) a road and using the Easement Area as a road to give pedestrian and vehicular access to the Grantee's Property.

3. DURATION

This Easement is appurtenant to the Grantee's Property and passes with a conveyance or other disposition of the estate in fee simple of the Grantee's Property, and is binding on the Servient Lands, provided that the Owner and the Grantee agree that if the Servient Lands are subdivided, the Easement will not run with those parcels derived from the Servient Lands which do not include any part of the Easement Area, and the Easement will be deemed to be discharged from such parts.

4. MODIFICATION OF EASEMENT

The parties agree that either party may register the Easement in accordance with the *Land Title Act* and upon request and preparation of a survey or plan showing the location of the Easement Area, the Owner and Grantee will enter into a modification of this Agreement or enter into a new agreement on the same terms as this Agreement so as to release the Easement from those portions of the Servient Lands that are not included within the registered plan; provided that the requesting party shall at its own cost, be responsible for the preparation of any survey or plan and registration of the applicable plan as well as discharges and agreements referred to in this Section.

5. LIMITATION ON RIGHTS GRANTED

The Grantee acknowledges and agrees that the rights set forth in paragraph 2 are to be exercised only over those portions of the Servient Lands that contain the Easement Area and it will not unreasonably otherwise exercise or attempt to otherwise exercise its rights over the Servient Lands under paragraph 2.

6. ANNUAL FEE

The Grantee will pay the Owner an annual fee in advance in the amount of $_____ as reasonably required to cover the Owner's costs of administering this Agreement.

7. COVENANT

The obligations of the Grantee in this Agreement constitute both contractual obligations and covenants under Section 219 of the *Land Title Act* in respect of the Grantee's Property and run with the Grantee's Property and bind successors in title.

8. NON EXCLUSIVE USE

This Agreement will not entitle the Grantee to exclusive possession of the Easement Area and the Owner reserves the right to grant other dispositions of the Easement Area so long as the grant does not impair the Grantee's permitted use of the Easement Area.

9. COVENANTS OF THE GRANTEE

The Grantee covenants with the Owner:

(a) to pay the annual fee as described in paragraph 6 at the address of the Owner set out above or at such other place as the Owner may specify under paragraph 16;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Easement Area or any of the Grantee's improvements on the Easement Area, which the Grantee is liable to pay;

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority, including an Owner government, in any way affecting the Easement Area and improvements situate thereon, or their use and occupation;

(d) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Easement Area or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Grantee is responsible at law, anything that may be or becomes a nuisance;

(e) not to dump or bury debris or rubbish of any kind on the Easement Area;

(f) not to use hazardous petroleum products and other toxic substances in road maintenance activities in the Easement Area;

(g) not to apply herbicides or pesticides on the Easement Area without the consent of the Owner;

(h) to deliver to the Owner from time to time, upon demand, proof of insurance required under this Agreement, receipts or other evidence of payment of any taxes or charges owing, and other monetary obligations of the Grantee required to be observed by the Grantee pursuant to this Agreement;

(i) to indemnify and save harmless the Owner and the Owner's servants, employees and agents against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising

out of:

(i) any breach, violation or non-performance of any covenant, condition or obligation under this Agreement by the Grantee; and

(ii) any personal injury, bodily injury (including death), or property damage occurring on or off the Servient Lands and arising out of the Grantee's use or occupation of the Easement Area under this Agreement,

and the Owner may add the amount of any such losses, damages, costs and liabilities to the fees payable under paragraph 6, and the amount added will be payable to the Owner immediately upon demand;

(j) in respect of the use of the Easement Area by the Grantee or anyone permitted by the Grantee to use the Easement area, to keep the Easement Area in a safe, clean and sanitary condition satisfactory to the Owner acting reasonably including, without limitation, maintaining and repairing any damage to the Easement Area caused by the Grantee's use under this Agreement, and to make safe, clean and sanitary any portion of the Easement Area or any improvement thereon that the Owner, acting reasonably, may direct by notice in writing to the Grantee;

(k) to permit the Owner or its authorized representative to enter upon the Easement Area at any time to examine its condition;

(l) to use and occupy the Easement Area in accordance with the provisions of this Agreement including the Special Conditions, if any, set out in ***Schedule C***;

(m) on the expiration or at the earlier cancellation of this Agreement:

(i) to quit peaceably and deliver possession of the Easement Area to the Owner; and

(ii) if requested by the Owner to de-commission the road, including the removal of any structures or works on the Easement Area, and restore the surface of the Easement Area to the satisfaction of the Owner acting reasonably;

and all the Grantee's right, interest and estate in the Servient Lands will be absolutely forfeited to the Owner, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

(n) to obtain and keep in force insurance covering the Owner and the Grantee (without any rights of cross-claim or subrogation against the Owner) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Easement Area to an amount not less than $_____;

(o) notwithstanding subparagraph (l), the Owner may from time to time, acting reasonably, considering the amount of insurance a prudent owner would carry, require the Grantee to increase the amount of insurance and the Grantee will, within 60 days of receiving the request, obtain the required additional insurance and deliver to the Owner written confirmation of the change;

(p) to provide a certificate or evidence of insurance upon request by the Owner;

(q) not to interfere with the activities, works or other improvements of any other person who enters on or uses or occupies the Easement Area under a prior or subsequent right or interest granted by the Owner, or who is otherwise authorized by the Owner to enter on or use or occupy the Easement Area, in accordance with paragraph 8; and

(r) If the Grantee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation plan with Owner, the Grantee will:

(i) promptly notify the Owner*;*

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

10. CANCELLATION

Despite any other provision of this Agreement, this Agreement may be cancelled if the Grantee fails or refuses to observe or perform any term in this Agreement, and the failure continues after the Owner gives written notice of the failure to the Grantee for a period of:

(a) 30 days; or

(b) 150 days, if the failure because of its nature reasonably requires more than 30 days to cure, and provided that the Grantee proceeds diligently and continuously to cure the failure,

then the Owner may by further written notice to the Grantee cancel this Agreement and despite paragraph 9(k), any improvements to the Easement Area will, at the discretion of the Owner, become the property of the Owner.

11. RELOCATION OF EASEMENT AREA

If the Owner requires the Easement Area for another purpose, the Owner may, on 180 days written notice to the Grantee and in consultation with the Grantee:

(a) at the Owner's cost locate and construct an alternate road providing access to the Grantee's Property to a standard at least equivalent to the original road;

(b) grant a replacement agreement for the alternate road on the same terms as this Agreement; and

(c) by further written notice to the Grantee cancel this Agreement;

and on cancellation the Grantee will quit peaceably and deliver possession of the Easement Area, except that the Grantee may, at its election, within 60 days of the cancellation, or such longer time as reasonably required, remove any fixtures from the Easement Area, but the Grantee will not be required to comply with paragraph 9(k)(ii).

12. THIRD PARTY NOTICE

The Owner will not dispose of, or agree to dispose of, the Servient Lands without first notifying any intended purchaser of the existence of this Agreement.

13. OWNERSHIP OF TIMBER

All timber on the Easement Area will remain the property of the Owner.

14. SECURITY

The Grantee will deliver the Security to the Owner within 30 days of the commencement of this Agreement, and in any event prior to the Grantee's use of the Easement Area, as security for the performance of the Grantee's obligations under this Agreement, and the following will apply:

(a) the Grantee will maintain the Security in full until the later of:

(i) the termination of this Agreement; or

(ii) the complete fulfillment of all of the Grantee's obligations under this Agreement;

(b) if the Grantee defaults in the performance of any of its obligations under this Agreement, the Owner may, in its sole election, draw on and use the Security to reimburse the Owner for all reasonable costs and expenses, including legal and other professional services costs if any, caused by or arising out of the Grantee's breach, and in the event of a call on the Security of the Grantee will, as a condition of the continuation of this Agreement, immediately pay to the Owner the amount of the draw so that the full amount of the Security is available.

The parties agree that the amount of the Security does not constitute a liquidated damages estimate of the Owner's damages if the Grantee breaches its obligations hereunder and the Owner reserves its right to claim for further damages.

15. DISPUTES

Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute;

(c) if the dispute is not resolved within 30 days of the notice to mediate under subparagraph (b) then, on the agreement of both parties, the dispute may be referred to a single arbitrator for final resolution. If the parties do not agree to arbitration then either party may refer the matter to a court of competent jurisdiction;

except that it is not incompatible with this paragraph for a party to apply to a court at any time for interim or conservatory relief, and for the court to grant that relief.

16. NOTICE

If notice is required or permitted under this Agreement, the notice:

(a) must be in writing;

(b) must be delivered to the address set out above, or other address as specified in writing by a party; and

(c) may be given in one or more of the following ways:

(i) delivered personally or by courier, and it will be deemed received on the next business day;

(ii) delivered by fax, and it will be deemed received on the next business day; or

(iii) mailed by pre-paid post in Canada, and it will be deemed received on the eighth business day following, except in the case of mail interruption in which case actual receipt is required.

17. WAIVER AND CONSENT

A breach of any term, condition, covenant or other provision of this Agreement may only be waived in writing, and any waiver will not be construed as a waiver of any subsequent breach. Consent to or approval of any act, where consent or approval is required under this Agreement, will not be construed as consent to or approval of any subsequent act.

18. REMEDIES

No remedy set out in this Agreement is exclusive of any other remedy provided by law, but will be in addition to any other remedy existing at law, in equity, or by statute.

19. ENUREMENT

The terms and provisions of this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent written agreement.

21. INTERPRETATION

In this Agreement:

(a) all attached schedules form an integral part of this Agreement;

(b) unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender, body politic and a corporation;

(c) the headings are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the Agreement;

(d) a reference to an enactment of British Columbia or of Canada will be deemed to include a reference to any subsequent amendments or replacements; and

(e) if any provision is determined by a court or arbitrator of competent jurisdiction to be illegal or unenforceable, that provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination.

22. Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

23. Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Owner or the Grantee, as

the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Owner or the Grantee have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

24. If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or case beyond the Grantee's reasonable control, other than normal weather conditions, the Grantee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

    (a) the Grantee gives notice to the Owner within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and

    (b) the Grantee diligently attempts to remove the delay.

IN WITNESS WHEREOF the parties have duly executed this Agreement, as of the date first referred to above.

K'OMOKS NATION

Per: _____

GRANTEE

Per: _____

(authorized signatory of Grantee)

G-16: Interests to be Created: Upland Owner Consent Related to Aquaculture Licence

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 3 – interest to be created for the Province as beneficiary.

Upland Owner Consent

TO: **His Majesty the King in right of the Province of British Columbia**, as represented by the Minister of Water, Lands and Resource Stewardship ("British Columbia")

FROM: **K'ómoks** ("K'ómoks")

WHEREAS:

A. K'ómoks is the [registered] owner in fee simple of the land located _____, legally described as [INSERT LEGAL DESCRIPTION] (the "Upland"); [Note: Insert Legal Description for area immediately adjacent to foreshore. If Upland is not in LTO then describe land as accurately as possible];

B. British Columbia is the owner in fee simple of the parcel or tract of land being the foreshore fronting on the Upland and all land covered by water adjoining the Upland (the "Foreshore");

C. The Upland and Foreshore are adjacent to each other and K'ómoks, as owner of the Upland, is entitled to exercise its riparian right of access to the Upland by crossing the Foreshore;

D. British Columbia wishes to interfere with K'ómoks 's riparian right of access to the Upland by authorizing, under an existing licence of occupation (the "Licence"), the use of the identified portions of the Foreshore for marine invertebrates aquaculture purposes on the portion of the Foreshore shown outlined in bold on the attached Schedule "A" ("Aquaculture Area") pursuant to a licence dated for reference _____ and numbered _____, which has a term expiring _____; and

E. K'ómoks is prepared to consent to such interference pursuant to the provisions set out below.

NOW THEREFORE THIS CONSENT WITNESSES that in consideration of the sum of ONE ($1.00) dollar and other good and valuable consideration, now paid by British Columbia to K'ómoks (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. K'ómoks**,** as owner of the Upland, on the terms set forth herein, hereby consents to British Columbia, as owner of the Foreshore, and its servants, employees, agents, contractors, tenants, invitees, licensees and all those claiming through them, interfering, in accordance with the Licence, with K'ómoks's right, as owner of the Upland, to pass and repass over the Aquaculture Area to gain access to and from the Upland.

2. K'ómoks acknowledges and agrees that the Consent hereby given entitles British Columbia to authorize its servants, employees, agents, contractors, tenants, invitees, licensees, and all those claiming through them, in accordance with the Licence (collectively, the "Aquaculture Area Users") to:

   a) construct, erect, place, install, moor, maintain, replace, renovate and repair buildings, structures, works, improvements and chattels (collectively, the "Improvements") on all or any part of the Aquaculture Area which are reasonably necessary in connection with the purposes authorized and approved in the Licence, provided however that this Consent does not extend so far as to permit British Columbia to authorize the Aquaculture Area Users to alter or enlarge any Improvements existing on the Aquaculture Area on _____, or to construct, erect, place, install or moor new Improvements on the Aquaculture Area after _____, if such alteration, enlargement, construction, erection, placement, installation or mooring would materially interfere with reasonable access to the Upland; and

   b) do all other acts within the Aquaculture Area, reasonably necessary or incidental to the purposes authorized and approved in connection with the Licence.

3. K'ómoks or any of its successors or assigns, as the case may be, will give written notice of this Consent to any person to whom it proposes to dispose of any portion of the Upland which borders on the Foreshore, which notice will be received by that person prior to such disposition. Prior to or concurrently with such disposition, K'ómoks or any of its successors or assigns, as the case may be, will obtain a written ratification of this Consent by the transferee of such portion of the Upland in the same form as this Consent and will deliver an originally executed copy thereof to British Columbia. For the purposes of this paragraph, the word "dispose" means any transfer by any method to any person entitled to exercise a riparian right of access to the Upland.

4. British Columbia covenants and agrees with K'ómoks that nothing in this Consent will be deemed or otherwise construed so as to permit British Columbia, its servants, employees, agents, contractors, tenants, invitees, licensees and all those claiming through them, to enter onto the Upland or to construct, place, erect or install any buildings, structures, improvements or works thereon.

5. This Consent is effective from and after _____ ("Effective Date") until _____, the end of any renewal term, or the earlier termination of Licence No. _____ in respect of the interference over the Aquaculture Area.

IN WITNESS WHEREOF, K'ómoks and British Columbia have duly executed this Consent as of the Effective Date.

K'ÓMOKS by its
authorized signatory(ies)

_____
Name:

_____
Name:

HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of
Water, Lands and Resource Stewardship

_____

G-17: Interests to be Created: Easement/SRW for Road/Access

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 4 – interests to be created.

Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT

This Agreement dated for reference _____, 20__, is made:

BETWEEN: _____
_____
_____

("the Transferor")
OF THE FIRST PART

AND: **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF FORESTS c/o FOREST TENURES BRANCH, FOREST LAND ACQUISITIONS GROUP**, PO Box 9510 Stn Prov Govt, 2975 Jutland Road, Victoria, British Columbia, V8W 9C2

(the "Transferee")
OF THE SECOND PART

WHEREAS:

A. The Transferor is the registered owner of land legally described as:

PID(s): _____
Legal Description(s): _____

(the "Lands")

B. The Transferor owns private industrial roads constructed on a portion of the Lands.

C. The Transferor has agreed to grant to the Transferee on the terms and conditions set out in this Agreement a statutory right-of-way pursuant to Section 218 of the *Land Title Act* (the "right-of-way") over the roads outlined in bold black on Plan _____.

[NTD: right of way area will be surveyed]

D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Transferee.

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Transferor and the Transferee now agree as follows:

1. Grant of Right-of-Way

The Transferor grants to the Transferee and to the Transferee's employees, agents, invitees, licensees, permittees and contractors, a non-exclusive right in common with the Transferor and the Transferor's employees, agents, invitees, licensees, permittees and contractors to pass and repass along, and over the , together with the right to upgrade and maintain roads within the right-of-way, including constructing and/or reconstructing roads [as applicable] for the purpose of transporting logs/natural resources from forest tenures/crown land and for all purposes necessarily ancillary to the harvesting of logs/natural resource extraction from forest tenures/crown land including access by the public to recreation sites and Crown land beyond the Lands (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

The Transferor acknowledges and agrees that the right of way has been established and will be managed under provincial legislation and the right of way will be considered to be Crown land for that purpose.

2. Commencement Fee

On the commencement date, the Transferee will pay the Transferor a fee of $1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted.

3. Administrative Fee

[NTD: Clause to be negotiated to address K'omoks' reasonable costs incurred for administering the agreement in years where the road is in active use by the Transferee and/or its employees, agents, invitees, licensees, permittees and contractors.]

4. Term

The Parties agree that:

(a) the grant of right-of-way from the Transferor shall be for so long as is required by the Transferee for the purposes set out in Paragraph 1; and

(b) Transferee, at its sole discretion, may terminate this agreement by giving the Transferor (___) months written notice.

5. Covenants of the Transferee

(a) Notwithstanding anything else contained in this agreement, the Transferee will:

(i) [if applicable] pay such fees to the Transferor as are required under the terms of this Agreement at such place as the Transferor may specify;

(ii) pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the right-of-way or any of the Transferee's improvements on the right-of-way, which the Transferee is liable to pay;

(iii) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Transferor,

which consent is in the sole discretion of the Transferor.

(iv) use, and permit the use of, the right-of-way so as not to cause any instability, damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;

(v) not commit or suffer any wilful, permissive or voluntary waste, spoliation or destruction on the right-of-way or do or suffer to be done thereon by its invitees, permittees, representatives, employees, or agents, or anyone for whom the Transferee is responsible at law;

(vi) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands which the Transferee, its employees, agents, invitees, licensees, permittees or contractors may cause;

(vii) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority, including a Transferor government, governing, affecting, or in any way related to the use of the right-of-way;

(viii) ensure that the use of the right-of-way by the Transferee, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the right-of-way;

(ix) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Transferee, its employees, agents, invitees, licensees, permittees or contractors;

(x) not use hazardous petroleum products or other toxic substances in road maintenance activities in the right-of-way;

(xi) not apply herbicides or pesticides on the right-of-way without the consent of the Transferor, which consent will not be unreasonably withheld, but in no case will the aerial application of herbicides or pesticides be permitted;

(xii) indemnify and save harmless the Transferor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Transferor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Transferee, its employees, agents, invitees, licensees, permittees, contractors, or anyone for whom the Transferee is responsible at law excepting always liability arising out of the acts or omissions of the Transferor, its employees, agents, invitees, licensees, permittees or contractors;

(xiii) not claim any indemnity or compensation from the Transferor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Transferor or any party for whom they are responsible

(xiv) if the Transferee unearths or discovers any human remains, burial pit, grave, or Artifact or Feature on the right-of-way, and there is no previously agreed upon

mitigation or management plan with the Transferor:

(A) immediately cease any further activity that could affect the human remains, burial pit, grave, or Artifact or Feature until permitted by the Owner to resume activities;

(B) promptly notify the Transferor;

(C) take reasonable measures to protect the human remains, burial pit, grave, or Artifact or Feature; and

(D) comply with the direction of a lawful authority in relation to the handling of the human remains, burial pit, grave, or Artifact or Feature, which may include compliance with a cultural heritage policy of the Transferor;

and for the purposes of this covenant, "Artifact or Feature" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

(xv) on the expiration or at the earlier termination of the right-of-way or any part thereof:

(A) quit peaceably and deliver possession of the right-of-way or portion thereof to the Transferor;

(B) if requested by the Transferor, de-commission and/or deactivate the road, including the removal of any structures or works on the right-of-way or portion thereof, and restore the surface of the right-of-way or portion thereof to the satisfaction of the Transferor acting reasonably;

(C) upon the request and preparation by the Transferor, execute a discharge of the right-of-way or portion thereof for the purposes of registration in accordance with the Land Title Act,

and all the Transferee's right, interest and estate in the right-of-way or portion thereof will be absolutely forfeited to the Transferor, and to the extent necessary, this covenant shall survive the expiration or cancellation of this Agreement;

(b) The Transferor will:

(i) not do or knowingly cause or give permission to be done any act or thing which will interfere with or injure the use, construction, or maintenance of the right-of-way.

6. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

To the Transferee:

Director, Ministry of Forests, c/o Forest Tenures Branch
Forest Land Acquisitions Group
PO Box 9510 Stn Prov Gov

Victoria, British Columbia V8W 9C2

To the Transferor:

_____

_____

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Alternative Right-of-way

The Transferor may, by written notice delivered to the Transferee, request the Transferee to relocate all or a portion of the road constructed on the right-of-way or portion thereof under this Agreement to another mutually acceptable location on the Lands and such relocation, if acceptable to the Transferee, will be undertaken by the Transferee within a reasonable time and at the expense of the Transferor.

The Transferee may, by written notice delivered to the Transferor, request that all or a portion of the road constructed on the right-of-way or portion thereof under this Agreement be relocated to another mutually acceptable location on the Lands and such relocation if acceptable to the Transferor, will be undertaken by the Transferee within a reasonable time and at the expense of the Transferee.

The Parties may, by written notice, agree that all or a portion of the road constructed on the right-of-way or portion thereof under this Agreement be relocated to another mutually acceptable location on the Lands and such relocation will be undertaken by the Transferee within a reasonable time and the expense shall be shared equally between the Parties to this Agreement.

8. Defaults

If the Transferee, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Transferor has given notice to the Transferee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Transferee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Transferee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Transferor to exercise its rights with respect to any particular default of the Transferee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

9. Status of Agreement

This Agreement shall be registered in the Land Title Office and constitutes a charge running with the Lands.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Transferor and the Transferee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Transferor and the Transferee concerning the right-of-way that are not expressly set out in

this Agreement.

11. Enurement

This Agreement will enure to the benefit of and be binding upon the Transferor and the Transferee and their respective successors and permitted assigns. The word *Transferor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

13. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Arbitration Act* of the Province of British Columbia.

14. Maintenance and Deactivation

The Transferee shall maintain the right-of-way in accordance with the terms of this agreement and applicable legislation. and will notify the Transferor prior to any deactivation of the road.

End of Document

G-18: Interests to be Created: Licence of Occupation for Forest Research Installation Site

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 5 – interest to be created.

LICENCE OF OCCUPATION

THIS AGREEMENT dated for reference _____
[*insert month, day, year*]

BETWEEN:

K'ÓMOKS,
as represented by the K'ómoks Government

("**K'ómoks**")

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests

("**Licensee**")

The parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this licence of occupation;

"**Applicable Law**" means either Federal law, Provincial law or K'ómoks Law, as applicable, and includes the K'omoks Treaty;

"**Artifact or Feature**" means means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

"**Commencement Date**" means the effective date of the K'ómoks Treaty;

"**disposition**" means the act of disposal or an instrument by which the act of disposal is effected or evidenced, or by which an interest in K'ómoks land is disposed of or effected, or by which K'ómoks divests itself of or creates an interest in K'ómoks land;

"**Environment**" means the components of air and earth and includes:

(a) air, land and water including all layers of the atmosphere*;*

(b) all organic and inorganic matter and living organisms*;* and

(c) the interacting natural systems that include the components listed in paragraphs (a) and (b) above;

"**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including without limitation:

(a) waste, as that term is defined in the *Environmental Management Act;* and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**K'ómoks Government**" means the government of K'ómoks as set out in the K'ómoks Treaty;

"K'ómoks Law" means a law made pursuant to K'ómoks law making authority set out in the K'ómoks Treaty and includes the K'ómoks Constitution

"**K'ómoks Treaty**" means the treaty among K'ómoks, Canada and British Columbia;

"**Land**" means that part or those parts of the land described in, or shown outlined by bold line in Schedule A attached to this Agreement entitled "Legal Description Schedule";

"**Management Plan**" means the most recent management plan prepared by Licensee and approved by K'ómoks, signed and dated by the parties;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws; and

"**Risk or Hazard**" means something existing or threatened, including an emergency, that Licensee, acting reasonably, determines could be or could cause an interference or threat or a hazard to persons or property in relation to this Agreement;

"**Security**" means the security referred to in section 8.1, as replaced or supplemented in accordance with section 8.5;

"**Term**" means the period of time set out in paragraph 2.3;

"we", **"us"** or **"our"** refers to K'omoks alone and never refers to the combination of K'omoks and the Licensee: that combination is referred to as **"the parties"** and

"**you**" or "**your**" refers to the Licensee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

2. GRANT AND TERM

2.1 On the terms and conditions of this Agreement, K'ómoks hereby grants to Licensee a non-exclusive licence to access and occupy the Land for the purpose of conducting forestry-related studies, tests and experiments (the "Research"), as set out in this Agreement and the Management Plan.

2.2 Licensee acknowledges this licence of occupation does not grant Licensee exclusive use and occupancy of the Land or the Improvements.

2.3 The term of this Agreement commences on the Commencement Date and terminates on the anniversary of that date in 2070, or such earlier date provided for in this Agreement or agreed to by the parties.

2.4 If the Licensee is not then in default under this Agreement, the Parties may agree to renew this Agreement for an additional term of _____ years.

3. FEES

3.1 The Licensee will pay to K'ómoks a licence fee of $1.00 for the entire Term.

4. MANAGEMENT PLAN

4.1 Either party may request a revision to the Management Plan in accordance with the following procedure:

(a) giving written notice ("Notice") of the proposed revision which sets out in reasonable detail:

(i) the reason for the revision;

(ii) the particulars of the revision;

(iii) the effective date of the revision; and

(iv) specifying a reasonable time period for consultation, during which the recipient may inform the requestor of any comments or concerns regarding the proposed revision; and

(b) if, following the time period specified in the Notice, the parties are unable to agree on the revisions to the Management Plan, a determination with respect to the matters of disagreement will be made under the dispute resolution provisions of Part 10.

4.2 The procedure set out in paragraph 4.1 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of paragraph 4.1 to the Management Plan as so amended, unless the other agreement expressly so provides.

4.3 The provisions of the Management Plan, as amended from time to time, form part of this Agreement and represent further particulars of the covenants of both parties.

5. COVENANTS

5.1 Licensee must:

(a) pay, when due:

(i) the Fees to K'ómoks at the address set out in Article 11,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by Licensee or on Licensee's behalf or with Licensee's permission;

(b) deliver to K'ómoks, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with:

(i) all Applicable Law affecting, or in any way related to the use of the Land and the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the Environment and human health and safety, and

(ii) the provisions of this Agreement and the Management Plan;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit or suffer any wilful, voluntary, or permissive waste, spoliation or destruction of the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) exercise the rights permitted under this Agreement in accordance with and only for the purposes set out in this Agreement the Management Plan;

(g) except as required for tree sampling, including destructive tree sampling, not cut or remove timber on or from the Land without the prior written consent of K'ómoks;

(h) deliver to K'ómoks, as soon as reasonably possible, all reports K'ómoks may request concerning Licensee's activities under this Agreement and all other matters related to this Agreement;

(i) permit K'ómoks, or our authorized representatives, access at any time to inspect the Improvements;

(j) provide notice to K'ómoks of any Risk or Hazard;

(k) not use all or any part of the Land:

(i) for the storage or disposal of any Hazardous Substances; or

(ii) other than the use and application of fertilizer, in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the Environment from the Land;

(l) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan and as necessary for the purposes set out in section 2.1;

(m) not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(n) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain the prior written approval of K'ómoks;

(o) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

(p) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf, or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(q) not fence the perimeter of the Land nor erect fencing on the Land unless you obtain the prior written approval of K'ómoks;

(r) not store or offer for sale any fuel or petroleum products on the Land;

(u) permit K'ómoks, or K'ómoks' authorized representatives, to enter on the Land at any time to inspect the Land .and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for K'ómoks to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that K'ómoks takes reasonable steps to minimize any disruption of your operations;

(v) at the end of the Term and within a reasonable time of a request by K'omoks, share the results of the research performed by the Licensee through its use of the Land pursuant to this Licence with K'omoks; and

(w) not sublicense, assign, mortgage or transfer this Agreement without the prior written consent of K'ómoks, which consent may be withheld.

5.2 Licensee will not permit any person who enters upon or uses the Land as a result of Licensee's use of the Land under this Agreement to do anything Licensee is restricted from doing under this Agreement.

5.3 If Licensee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation or management plan with K'ómoks, Licensee will:

(a) promptly notify K'ómoks*;*

(b) immediately cease any further activity that could affect the Artifact or Feature;

(c) take reasonable measures to protect the Artifact or Feature; and

(d) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

5.4 If, in exercising its rights under this Agreement, Licensee, its employees, contractors, agents, licensees or invitees damage any structures, buildings, fixtures, improvements, chattels, crops, merchantable timber, livestock, drains, ditches, culverts, or fences, and such damage or contamination is not caused as a result of a breach by K'ómoks of the terms of this Agreement or the negligence of K'ómoks or those for whom it is responsible in law, then Licensee will compensate K'ómoks for any loss it suffers as a result of the damage, to the extent that such damage was caused by Licensee or those for whom it is responsible in law.

5.5 Licensee will indemnify and save K'ómoks and its servants, employees and agents harmless from and against all claims, demands, actions, suits or other legal proceedings, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any one or more of the following:

(a) any breach, violation or non-performance by Licensee of its covenants, conditions or obligations under this Agreement other than s. 5.1(j);

(b) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person; and

(c) any negligent act or omission on the part of Licensee or those for whom it is responsible in law in relation to the Lands and Improvements, but only to the extent such matter is found to be the responsibility of Licensee or those for whom Licensee is responsible in law and not the negligence of K'ómoks or those for whom K'ómoks is responsible in law,

and the amount of all such losses, damages, costs and liabilities will be payable to K'ómoks immediately upon demand.

5.6 K'omoks will not unreasonably interfere with the Licensee's access to the Land or the forest research site.

6. TERMINATION

6.1 This Agreement may be terminated by K'ómoks on the occurrence of any one or more of the following:

(a) if Licensee:

(i) defaults in the payment of any money payable by Licensee under this Agreement;

(ii) fails to observe, abide by and comply with any provisions of this Agreement (other than the payment of any money payable by Licensee under this Agreement) and the default or failure continues for 60 days after written notice of the default or failure to Licensee by K'ómoks;

(iii) becomes insolvent or makes an assignment for the general benefit of creditors;

(iv) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against Licensee or Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging Licensee bankrupt under any law relating to bankruptcy or insolvency;

(v) voluntarily enters into an arrangement with creditors;

(b) if Licensee is a corporation:

(i) a receiver or receiver-manager is appointed to administer or carry on Licensee's business, or

(ii) an order is made, a resolution passed or a petition filed for Licensee's liquidation or winding up;

(c) if Licensee is a society, Licensee converts into a company in accordance with the *Societies Act* without prior written consent of K'ómoks; or

(d) if this Agreement is taken in execution or attachment by any person;

and in such case, this Agreement will with or without entry, terminate and Licensee's right to use and occupy the Land will cease.

6.2 If the default subject to a notice given under section 6.1(a)(ii) is not reasonably capable of being cured within 60 days, Licensee will be entitled a further period reasonable period beyond the 60 days to cure the default be deemed to have complied with the remedying of it if Licensee commences remedying or curing the condition within 60 days and diligently complete the same within a reasonable period the condition within 60 days and diligently complete the same within a reasonable period.

6.3 On the termination of this Agreement, Licensee will:

(a) subject to subparagraph (b), peaceably quit and deliver possession of the Improvements in a safe, clean and sanitary condition to K'ómoks;

(b) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(c) remove from the Land any Improvement that K'ómoks, in writing, directs or permits Licensee to remove;

(d) repair all damage to the Lands caused by the removal of the Improvements within a reasonable period of time, including revegetation with suitable flora where reasonably appropriate; and

(e) restore the surface of the Land to the condition that the Land was in on the on the date on which you first occupied the Land, but if you are not directed or permitted to remove an Improvement under paragraph (b), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located.

6.4 Licensee agrees that any interest Licensee may have in the Improvements ceases to exist and will be absolutely forfeited to and become the property of K'ómoks upon the termination of this Agreement, except where an Improvement may be removed under section 6.3(b) or (c), in which case any interest Licensee may have in that Improvement continues.

6.5 Despite any other provision of this Agreement Licensee must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time on the request of K'ómoks and if you are in breach of your obligations under this Agreement relating to Hazardous Substances,

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement,

save and except only to the extent that K'ómoks has given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

6.6 K'ómoks may from time to time:

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if K'ómoks has a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide K'ómoks with, a report from a qualified and independent professional who has been approved by K'ómoks, as to the environmental condition of the Land, the scope of which must be satisfactory to K'ómoks and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

6.7 Licensee must, at the request of K'ómoks from time to time, but not more frequently than annually, provide K'ómoks with Licensee's certificate (and if Licensee is a corporation such certificate must be given by a senior officer) certifying that Licensee is in compliance with all of its obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to K'ómoks.

6.8 If, after the termination of this Agreement, K'ómoks permits you to remain in possession of the Land and K'ómoks accepts money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

6.9 Licensee acknowledges and agrees with K'ómoks that Licensee will make no claim against K'ómoks for compensation, in damages or otherwise, upon the lawful termination of this Agreement.

6.10 Provided it is not in default under the terms of this Agreement, Licensee will have the right to terminate this Agreement at any time for any reason on 60 days prior written notice to K'ómoks.

7. LIMITATIONS

7.1 Licensee acknowledges and agrees with K'ómoks that:

(a) other persons may hold or acquire rights to use the Land in accordance with Applicable Law, and such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(b) other persons may hold or acquire interests in or over the Land granted under Applicable Law, and such interests may exist as of the Commencement Date, and following the Commencement Date K'ómoks may grant such interests (including fee simple interests, and leases), and make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, provided such grant or disposition does not have a material adverse impact on your use of the Land, as provided in this Agreement;

(c) Licensee has no right to compensation from K'ómoks and Licensee releases K'ómoks from all claims, actions, causes of action, suits, debts and demands that Licensee now has or may at any time in the future have against K'ómoks arising out of any conflict between Licensee's use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a) and (b);

(d) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the Applicable Law referred to in subsection (b); and

(e) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

8. SECURITY AND INSURANCE

8.1 On the Commencement Date, Licensee will deliver to K'ómoks Security in the amount of $_____ which will:

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by K'ómoks; and

(c) remain in effect until K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement.

8.2 Despite section 8.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to K'ómoks to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

8.3 K'ómoks may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

8.4 After K'ómoks certifies, in writing, that you have fully performed your obligations under this Agreement, K'ómoks will return to you the Security maintained under section 8.1, less all amounts drawn down by K'ómoks under section 8.3.

8.5 Licensee acknowledges and agrees that K'ómoks may, from time to time, require Licensee to:

(a) change the form or amount of the Security; or

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by Licensee under this Agreement;

and Licensee will, within 60 days of receiving such notice, deliver to K'ómoks the additional amount of Security or provide written confirmation that the change has been made or the replacement or additional form of Security has been provided by Licensee.

8.6 Licensee must:

(a) without limiting Licensee's obligations or liabilities under this Agreement, at Licensee's expense, purchase and maintain during the Term insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $_____ per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage,

including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to K'ómoks of material change or cancellation, and include K'ómoks as an additional insured;

except that so long as the Licensee is His Majesty the King in right of the Province of British Columbia or a British Columbia crown corporation, K'omoks will waive the requirements of this subsection on the delivery to K'omoks of confirmation that the Licensee is self-insured;

(b) ensure that all insurance required to be maintained by Licensee under this Agreement is primary and does not require the sharing of any loss by any of K'ómoks' insurers;

(c) on the Commencement Date of this Agreement, provide to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks;

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in a form satisfactory to K'ómoks; and

(e) notwithstanding subsection (c) or (d) above, if requested by K'ómoks, provide to K'ómoks certified copies of the required insurance policies.

8.7 K'ómoks may, acting reasonably, from time to time, require you to:

(a) change the amount of insurance set out in subsection 8.6(a); or

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to K'ómoks evidence of all required insurance in a form satisfactory to K'ómoks.

8.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

8.9 You waive all rights of recourse against K'ómoks with regard to damage to your own property.

9. ASSIGNMENT

9.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent K'ómoks may withhold.

9.2 Prior to considering a request for our consent under section 9.1, K'ómoks may require you to meet certain conditions, including without limitation, that you provide K'ómoks with a report as to the environmental condition of the Land as provided in section 6.5.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will be resolved as follows:

(a) the parties will attempt to resolve disputes by negotiations, including timely disclosure of all relevant facts, information and documents;

(b) either party may, at any time, by written notice request that the dispute be referred to mediation, conducted by a mediator, knowledgeable about the matters in dispute and agreed upon by the parties;

(c) if the dispute is not resolved within 60 days of the notice to mediate under subparagraph (b), or any further period of time agreed to by the parties, then any party may refer the dispute to a single arbitrator, knowledgeable about the matters in dispute and agreed upon by the parties, for final resolution in accordance with the *Arbitration Act* of British Columbia; and

(d) if the parties do not commence arbitration within 60 days of the notice to mediate under subparagraph (b), then any party may refer the matter to a court of competent jurisdiction.

10.2 A dispute under this Agreement in respect of a matter within the sole discretion of K'ómoks cannot, unless K'ómoks agrees, be referred to dispute resolution as set out in section 10.1.

11. NOTICE

11.1 Whenever it is required or permitted that notice or demand be given by any party to the other, the same will be in writing and will be forwarded to the address for that party as set out below:

To K'ómoks: [Address]

To Licensee: [Address]

or at such other addresses as the parties may specify in accordance with this provision.

11.2 If any question arises as to the date on which such notice was communicated to any party, it will be deemed to have been given on the earlier of:

(a) if it was delivered personally, by courier, or by email, on the next business day; or

(b) if it was sent by mail, on the sixth day after the notice was mailed.

In the event of postal disruption or an anticipated postal disruption, notices may not be given by mail.

11.3 In order to expedite the communication of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 11.2.

11.4 The delivery of all money payable to K'ómoks under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

12. GENERAL

12.1 Nothing in this Agreement will be interpreted or construed to limit or restrict any rights that K'ómoks may have as set out under the K'ómoks Treaty.

12.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

12.3 No remedy conferred upon or reserved to K'ómoks under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

12.4 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your

part to be observed and performed unless K'ómoks specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

12.5 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

12.6 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

12.7 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as:

(a) you give notice to K'ómoks within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

12.8 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

12.9 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

12.10 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then Licensee or K'ómoks, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that Licensee or K'ómoks have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

12.11 Licensee acknowledges and agrees with K'ómoks that:

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation, K'ómoks has not made, and Licensee has not relied upon, any representation or warranty from K'ómoks as to:

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement,

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding,

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land,

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land, or

(v) the application of any federal or Provincial or K'ómoks law or other enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for K'ómoks to provide you with a "site profile" under *the Environmental Management Act* or any regulations made under that act;

(e) K'ómoks is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) K'ómoks is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

12.12 Licensee acknowledges and agrees with K’ómoks that nothing in this Agreement constitutes you as K’ómoks' agent, joint venturer or partner or gives you any authority or power to bind K’ómoks in any way.

12.13 Time is of the essence of this Agreement.

12.14 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties and their respective successors and assigns.

12.15 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

12.16 This agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia and on K’ómoks Lands.

G-19: Interests to be Created: Easement for Encroachment

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 5 – interest to be created for PIDs: 000-536-676 and 006-687-393.

ENCROACHMENT AGREEMENT EASEMENT PART 2-FILED STANDARD

THIS AGREEMENT dated as of and with effect from the Effective Date. BETWEEN:

The Grantor, as hereinafter defined

AND:

The Grantee, as hereinafter defined

WHEREAS:

A. The Grantor is the registered owner of the Grantor's Lands, as hereinafter defined.

B. The Grantee is the registered lessee of the Encroaching Lands, as hereinafter defined.

C. The Encroaching Structure, as hereinafter defined, situated on the Encroaching Lands encroaches on the Grantor's Lands;

D. The Grantor has agreed to continue the encroachment on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of $1.00 and other good and valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which the Grantor acknowledges, the Grantor and the Grantee agree as follows:

DEFINITIONS

1. In this Agreement,

   a) "Agreement" means this Agreement including the Form C and the Filed Standard Charge Terms and all schedules and appendices to it, all as amended from time to time;

   b) "Artifact or Feature" means any artifact or feature that may have heritage, archaeological, or cultural value, including ancestral remains, burials, and areas containing evidence of past human activity;

   c) "Authority" means any one or any combination of the K'omoks, federal,

provincial and other governmental and quasi-governmental authorities, departments, commissions and boards having jurisdiction, and any utility company lawfully acting under its statutory power;

d) "Easement Fee" has the meaning given to that term in the Form E in Item 7 Additional or Modified Terms;

e) "Effective Date" means the date the Form C is registered in the provincial Land Title Office;

f) "Encroaching Lands" has the meaning given to that term in the Form E in Item 7 Additional or Modified Terms;

g) "Encroaching Structure" has the meaning given to that term in the Form E in Item 7 Additional or Modified Terms;

h) "Encroachment" means that part of the Encroaching Structure that encroaches on the Grantor's Lands;

i) "Encroachment Area" has the meaning given to that term in the Form E in Item 7 Additional or Modified Terms;

j) "Filed Standard Charge Terms" means Part 2 of the Agreement, being these Filed Standard Charge Terms;

k) "force majeure" means any event beyond the control of a party which could not have been reasonably foreseen and against which it could not have protected itself such as, without limiting the generality of the foregoing, natural catastrophes, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, wildcat strikes, partial or total work stoppages or slowdowns, lock-outs, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with all orders of all governmental authorities, courts or tribunals or public authorities;

l) "Form C" means Part I of the Agreement, being the Form C registered in the provincial Land Title Office which references these Filed Standard Charge Terms;

m) "Form E" means the Schedule attached to the Form C;

n) "Final Agreement" means the K'omoks Final Agreement ratified by K'omoks Nation, Canada and British Columbia including all schedules and appendices to it, all as amended from time to time;

o) "Grantee" means the party identified in Item 6 of the Form C;

p) "Grantee's Leasehold Interest" means the Grantee's interest in the Encroaching Lands;

q) "Grantor" means the party identified in Item 5 of the Form C;

r) "Grantor's Lands" means the lands identified in Item 2 of the Form C;

s) "Term" means the period set forth in section 5;

t) "K’omoks Nation" has the meaning given to that term in the Final Agreement.

EASEMENT

2. The Grantor hereby grants to the Grantee, for the benefit of and to be appurtenant to the Grantee's Leasehold Interest, for the use and enjoyment of the Grantee and the Grantee's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees and invitees in common with the Grantor and all persons permitted by the Grantor from time to time, the full, free and uninterrupted right, liberty, easement, privilege, and permission at all times to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the Encroachment Area for the purpose of using, continuing, maintaining, inspecting, repairing and removing the Encroachment.

RUNS WITH THE LAND

3. The benefit of the easement herein granted will be construed as running with the Grantee's Leasehold Interest and the burden will be construed as running with the Grantor's Lands for the duration of the Term.

NON-EXCLUSIVE

4. Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Encroachment Area in any manner which does not interfere with the rights of the Grantee under this Agreement.

TERM

5. This Agreement will remain in full force and effect for so long as the Encroachment remains on the Grantor's Lands, unless terminated earlier in accordance with section 12.

EASEMENT FEE

6. The Grantee will pay to the Grantor the Easement Fee for its use and occupation of the Encroachment Area payable in advance on the Effective Date and every anniversary thereof.

GRANTOR'S COVENANTS

7. The Grantor covenants and agrees with the Grantee:

a) not to do or permit to be done any act or thing which will obstruct access by the Grantee or the Grantee's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees or invitees and their materials, supplies, vehicles or equipment to, upon or over the Encroachment Area or any part thereof; and

b) that the Grantee, while performing and observing the terms, covenants and conditions on the Grantee's part to be performed and observed, may peaceably hold and enjoy the rights, liberties and easement herein granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming through, under or in trust for the Grantor.

GRANTEE'S COVENANTS

8. The Grantee covenants and agrees with the Grantor:

a) to not use the Encroachment Area for any purpose except the purposes set forth in this Agreement and any purpose necessarily ancillary thereto;

b) to not make any further encroachment on the Grantor's Lands;

c) at all times and at the Grantee's sole expense, to keep, maintain and repair the Encroaching Structure in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the Encroachment Area or the Grantor's Lands;

d) to assume all risk of loss, damage or injury to the Grantor and the Grantor's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees and invitees, as well as to the Grantor's property, while on the Encroachment Area, except to the extent that such loss, damage or injury is caused or contributed to by the negligence of the Grantor or the Grantor's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees or invitees; and

e) at the Grantee's sole expense, to comply with all applicable laws, statutes, by-laws, ordinances, regulations, codes or other lawful requirements of any Authority respecting the Encroachment or the use of the Encroachment Area by the Grantee.

f) if the Grantee unearths or discovers any Artifact or Feature on the Lands and there is no previously agreed upon mitigation plan with the Grantor, Licensee will:

(i) promptly notify the Grantor;

(ii) immediately cease any further activity that could affect the Artifact or Feature;

(iii) take reasonable measures to protect the Artifact or Feature; and

(iv) comply with the direction of a lawful authority in relation to the handling of the Artifact or Feature, which may include compliance with K'ómoks cultural heritage policy.

INSURANCE

9. The Grantee will take out and maintain at all times a policy of comprehensive general liability insurance that:

a) provides coverage for any potential loss, damage or injury occurring at or about the Encroachment Area in an amount of not less than $_____ per occurrence, and

b) cannot be cancelled or altered without prior notice to the Grantor.

10. The Grantee will provide proof of the insurance required under section 9 to the Grantor upon reasonable request from time to time.

INDEMNITY

11. The Grantee will indemnify and save harmless the Grantor against any and all claims, demands, actions, causes of action, damages, costs and expenses arising out of or attributable to the Encroachment or the use of the Encroachment Area by the Grantee or the Grantee's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees or invitees, except to the extent that such claim, demand, action, cause of action, damage, cost or expense is caused or contributed to by the negligence of the Grantor or the Grantor's servants, agents, employees, contractors, subcontractors, lessees, sublessees, licencees or invitees.

TERMINATION ON DEFAULT

12. If the Grantee breaches any term, covenant or condition of this Agreement, the Grantee will remedy that breach within 30 days of receipt of a written notice from the Grantor. If that breach is not remedied within that time period or, if any such breach would reasonably require more than 30 days to remedy, if the Grantee does not commence rectification of the breach within the 30 day period and thereafter fails to proceed diligently to remedy such breach, the Grantor may terminate this Agreement upon 90 days' further written notice to the Grantee.

REMOVAL OF ENCROACHMENT

13. If the Encroaching Structure or any portion of it is structurally altered, ordinary repairs excepted, so that its chief component parts such as foundations, land footings or outside walls are altered or replaced, the Grantee must, at the Grantee's sole expense, remove the Encroachment from the Grantor's Lands and restore the Grantor's Lands to the reasonable satisfaction of the Grantor.

14. If the Grantor delivers a termination notice in accordance with section 12, the Grantee must, prior to the termination date specified in that notice and at the Grantee's sole expense, remove the Encroachment from the Grantor's Lands and restore the Grantor's Lands to the reasonable satisfaction of the Grantor.

ACTION BY THE GRANTOR

15. If the Grantee fails to perform and observe any term, covenant or condition on the Grantee's part to be performed and observed within 15 days of receipt of written notice from the Grantor, the Grantor may, on behalf of the Grantee and at the Grantee's sole expense, take any such action that, in the reasonable opinion of the Grantor, is necessary to comply with that term, covenant or condition. The Grantee will reimburse the Grantor for any costs incurred by the Grantor under this section within 30 days of receipt of an invoice from the Grantor.

DISCHARGE OF ENCROACHMENT

16. Upon removal of the Encroachment by the Grantee or upon termination of this Agreement in accordance with section 12, the Grantee will discharge the easement herein granted from the Grantor's Lands.

SURVIVAL

17. Section 8.d), section 11, section 15, section 16 and this section survive the expiration or earlier termination of this Agreement.

NOTICE

18. A notice, demand, request, statement or other communication required or permitted to be given to a party under this Agreement must be written and is deemed to be validly given

    a) if delivered by hand to such party, or to an officer or agent of such party, at its address given below,

    b) if delivered by facsimile transmission to such party at its facsimile number given below, or

    c) if during the times the post office is normally operating, it is mailed in British Columbia prepaid and registered to such party addressed as follows:

TO THE GRANTOR:

K'omoks ***

TO THE GRANTEE:

at the address identified in Item 6 of the Form C

or to such other address as each party may from time to time advise the other in writing, and any such notice will be deemed to have been received seven days after mailing, or if delivered, when delivered, provided that if the notice is mailed and there occurs between the time of mailing and the actual or deemed receipt of the notice, a mail strike, slow down or other labour dispute which might affect delivery of the notice, then the notice is effective only when actually delivered.

GENERAL PROVISIONS

19. Amendment - This Agreement may only be amended with the written agreement of each and every Party.

20. Binding Agreement - This Agreement enures to the benefit of and is binding on the parties and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

21. Time - Time is of the essence in this Agreement. No extension of, or amendment to, this Agreement, unless clearly stated in such extension or amendment, operates as a waiver of this provision.

22. Counterparts - This Agreement, or any amendment to it, may be executed in multiple counterparts, each of which is deemed an original agreement, and all of which constitute one agreement. All counterparts and adopting instruments must be construed together and constitute one and the same agreement. This Agreement or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Agreement will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

23. Waivers - No consent or waiver, express or implied, by any party to or of any breach or default by another party in the performance by the other party of its obligations in this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party hereunder. Failure on the part of any party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, does not constitute a waiver of such party of its rights in this Agreement.

24. Further documents - Each of the parties will, with reasonable dispatch, on receipt of a written and reasonable request to such effect, sign such ancillary documents or instruments, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their voting rights and other powers and do and perform and cause to be done or

performed any other act as may be required to ensure the full performance of and give full effect to this Agreement.

25. Entire agreement - This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contemplated in this Agreement and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations, covenants, obligations or agreements between the parties except as set out in this Agreement.

26. Force majeure

a) No Default - Except for any obligation to make payments under this Agreement, a party is not considered in default of its duties or liable for any damages or delay if such default, damages or delay is the result of force majeure.

b) Duty - Should such a cause of delay occur, the party unable to perform its obligations under this Agreement will, whenever possible, take the necessary steps to put an end to such a cause of delay or, if unable to do so, to lessen their impact on the other party.

c) Rights of other Party - The party to whom the duty or obligation is owed in respect of which a cause of delay has occurred may, in such circumstances, for as long as the force majeure prohibits the other party from performing its duties under this Agreement, take temporary steps to mitigate the damages it may sustain on the understanding that no claim may result from such actions in favour of the other party.

INTERPRETATION PRINCIPLES

27. Approvals - A reference to "approval", "authorization", "consent", "designation", "waiver" or "notice" means written approval, authorization, consent, designation, waiver or notice.

28. Currency- A reference to currency means Canadian currency.

29. Discretion - Wherever this Agreement provides that an action will be taken, a consent or approval must be obtained or a determination must be made, the party taking such action or giving or withholding such consent or approval or making the determination, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination.

30. Defined words - A cognate of a defined term has a meaning corresponding to that of the defined term.

31. Gender, plural, etc. - Unless the context or the parties require otherwise, in this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa.

32. Governing law - This Agreement will be governed and construed according to the laws of the Province of British Columbia and to the laws of Canada applicable in British Columbia, and the Parties irrevocably attorn to the jurisdiction of the courts thereof, including all limitation periods but excluding all conflicts of law rules that would apply the laws of another jurisdiction.

33. Headings - The headings and captions appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope, extent or intent of any provision of this Agreement.

34. In writing - The words "written" or "in writing" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or electronic mail provided confirmation of receipt is obtained by the sender.

35. Inclusive terms etc. - The word "or" is not exclusive and is used in its inclusive sense, meaning A or B, or both A and B. The word "and" is used in its joint sense, meaning A and B, but not either alone. The word "including", when following any general statement, is not limiting and will be construed to refer to all other things that reasonably could fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation") is used with reference to it. The words "herein", "hereof' and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, article, section, sub-section or other sub- division.

36. Legislation - A reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for, or in replacement of, it.

37. Mandatory and permissive acts - The word "will" or "must" denotes an obligation that, unless this Agreement provides to the contrary, must be carried out as soon as practicable after the event that gives rise to the obligation and the word "may" is to be construed as permissive, but the use of the words "may not" or "shall not" is to be construed as disempowering.

38. Numbering -Any reference in this Agreement to a numbered section or a subsection or a lettered Schedule refers to the section or subsection in this Agreement that bears that number or the Schedule to this Agreement that bears that letter, unless specifically stated otherwise and a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned.

39. Party's designate - Every reference to a party in this Agreement will include any person designated to act for or on its behalf with respect to any provision of this Agreement.

40. Severability - Each of the provisions contained in this Agreement are distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Agreement by a court of competent jurisdiction will not affect the validity or

enforceability of any other provision of this Agreement, unless as a result of such determination this Agreement would fail in its essential purposes.

41. Strict construction - The parties acknowledge that this Agreement is the product of arm's length negotiation between the parties and that each of the parties has contributed substantially and materially to the preparation of this Agreement, each having obtained its own independent legal advice, and the parties agree that if this Agreement is ever construed by a court of law or equity, the court shall not construe or interpret this Agreement or any provision of this Agreement against a party by reason of that party being the drafter of this Agreement and that no party should be deemed to be the drafter of this Agreement and language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Agreement irrespective of which party was responsible for drafting this Agreement or a particular clause of this Agreement.

42. Successor to corporate entity - Any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity.

43. Time - Where the time for doing any act falls or expires on a day which is not a business day (or at a specified time on a day which is not a business day), the time for doing that act will be extended to the next business day (or that specified time on the next business day). A reference to a time or date is to the local time or date in Vancouver, British Columbia, Canada.

IN WITNESS WHEREOF the parties have executed the Form C registered in the provincial Land Title Office which refer to the Filed Standard Charge Terms.

G-20: Interests to be Created: Lease for Goose Spit - Department of National Defence

Note: the Parties will update the Appendices before the Effective Date. This Appendix pertains to interests detailed in Appendix F-3 Part 5.

G-21: Other Forms of Documents

Note: The following is a list of the type of documents which will be drafted to address the interests in Appendix F and will be in a form agreed to by the parties. As there are a number of documents that will need to have specific terms to encompass the unique situation, the versions of the forms for Effective Date will be drafted between Initialing and Effective Date and may be updated to reflect changes in the applicable circumstances prior to Effective Date.

Appendix	**Type of Document**
F-3 Part 5 – Other Interests	Department of Fisheries and Oceans Canada - Browns River Licence of Occupation Department of National Defence - Goose Spit Navigation Beacon Department of National Defence – Goose Spit Shared Road Use Agreement

APPENDIX H:
CROWN CORRIDORS

H-1: Major Roads

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

Road	Width (meters)	Located on Appendices Map
Armstrong Road	30	B-3 Part 2h (Williams Beach)
Back Road	30	B-2 Part 2a (Comox 1)
Comox Lake Road	20	B-3 Part 2n (DL 50)
Comox Road	20	B-2 Part 2a (Comox 1)
Condensory Road	20	B-2 Part 2b (Pentledge 2), B-3 Part 2r (Pentledge 2 Rail Corridor), B-3 Part 2s (Pentledge 2 Expansion Lands)
Inland Island Hwy	130	B-3 Part 2c (Sage Hills), B-3 Part 2b (Royston Forest)
Piercy Road	30	B-3 Part 2k (Browns River), B-3 Part 2i (Wildwood Forest Tribal Park)
Strathcona Parkway	20-34	B-3 Part 2g (Mt Washington Gravel Pit)

H-2: Other Crown Corridors

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

Road	**Width (meters)**	**Located on Appendices Map**
Access Road	10.4	B-2 Part 2a (Comox 1)
Burns Road	30	B-3 Part 2i (Wildwood Forest Tribal Park)
Duncan Bay Mainline	30	B-3 Part 2g (Mt Washington Gravel Pit)
Forbidden Plateau Road	30	B-3 Part 2e (Wood Mountain), B-5 Part 2d (DL 253 and DL 257)
Furlong Road	30	B-3 Part 2h (Williams Beach)
Holmes Road	30	B-3 Part 2h (Williams Beach)
Horbury Road	20	B-3 Part 2n (DL 50)
Tasman Road	30	B-3 Part 2h (Williams Beach)
Williams Beach Road	30	B-3 Part 2h (Williams Beach)

APPENDIX I:
K'ÓMOKS
AGRICULTURAL LANDS

K'ómoks Agricultural Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

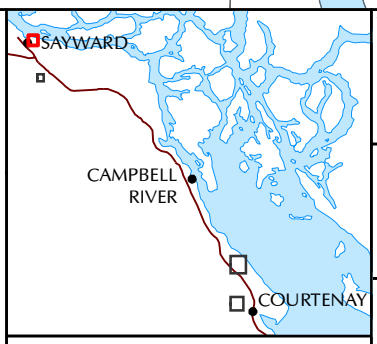
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Sayward
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Agricultural Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:15,000

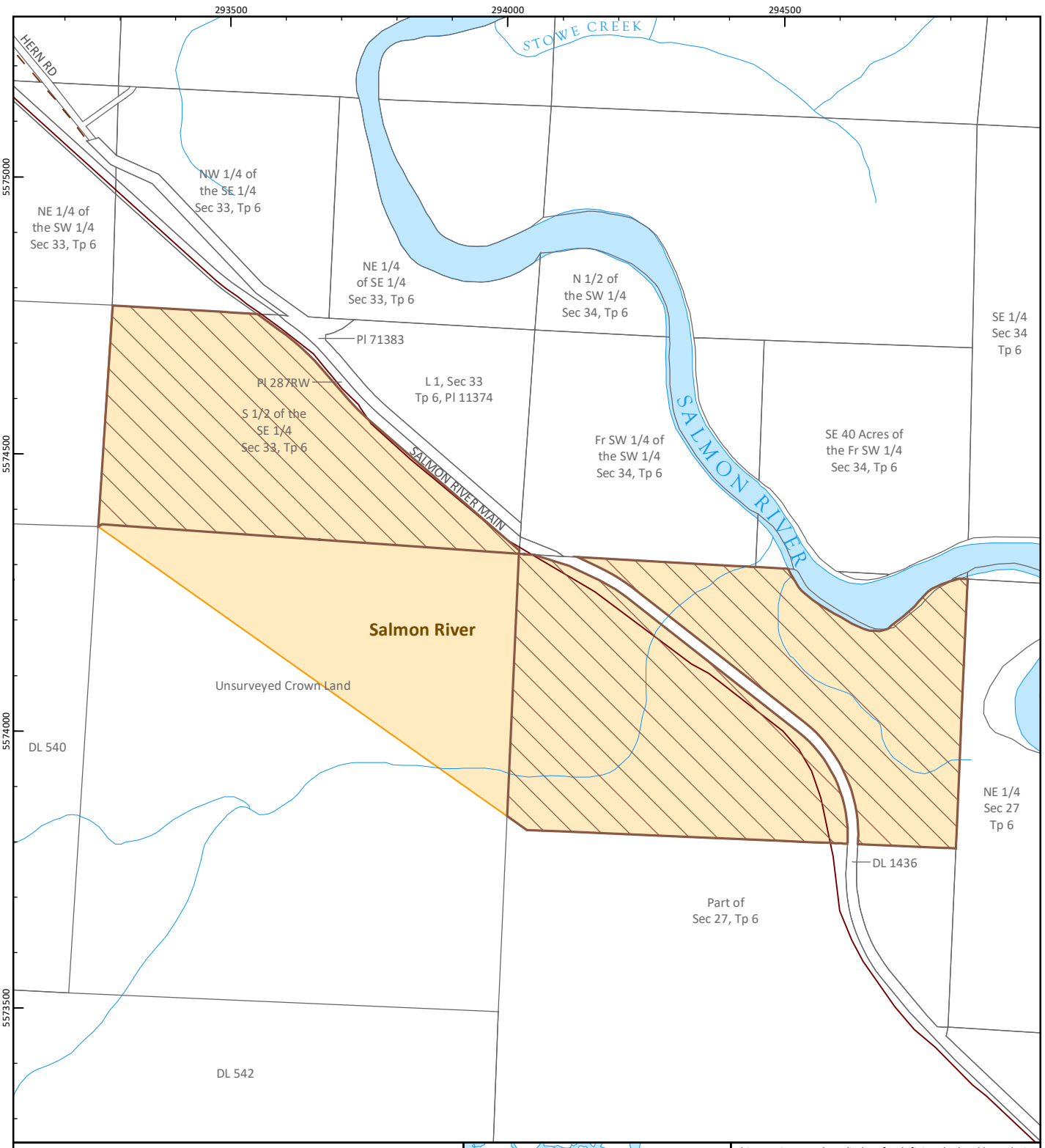
Ratio scale correct when printed at 8.5" x 11"

0 300

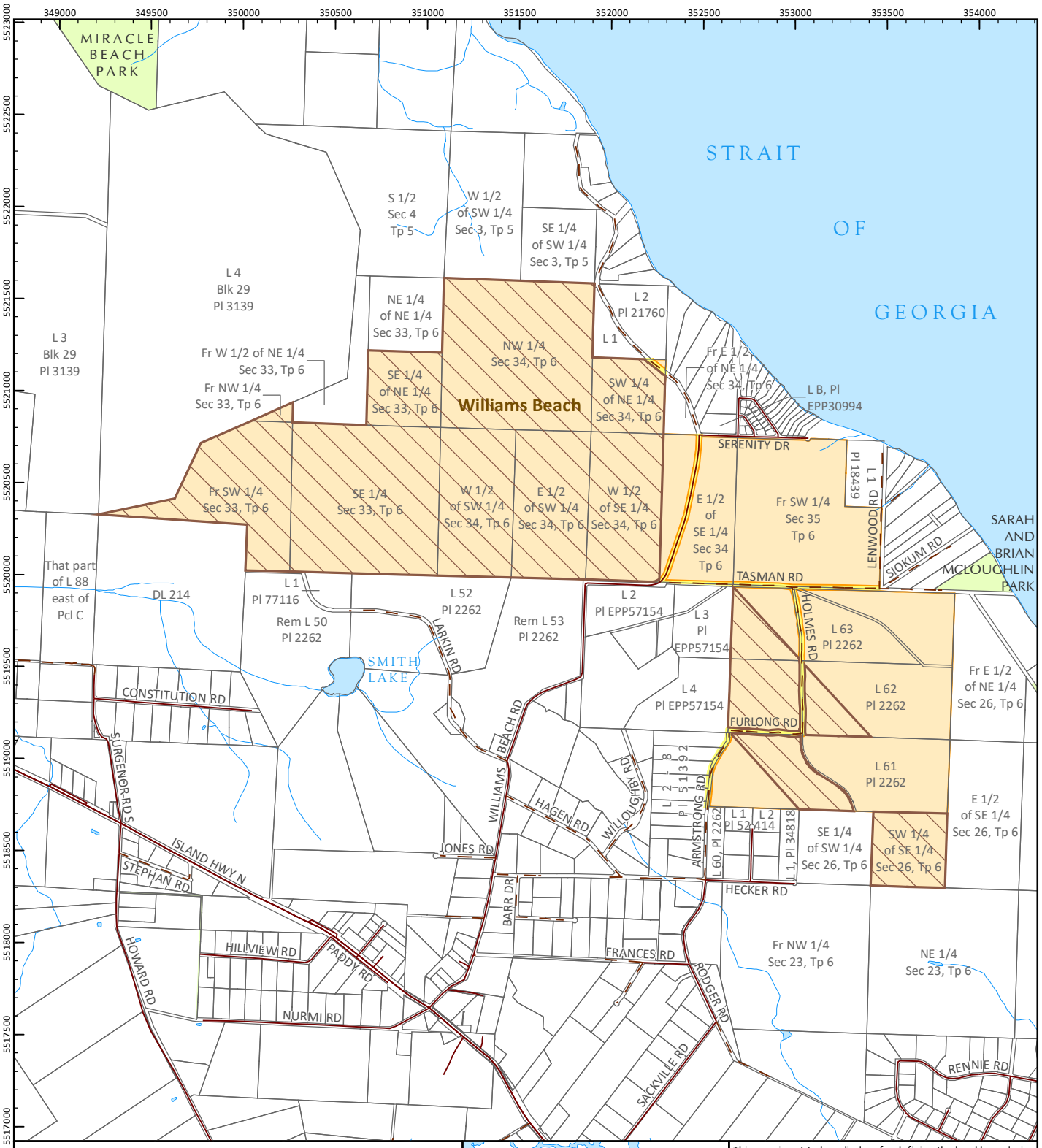
Metres

Appendix I Part 1
K'ómoks Agricultural Lands
H'kusam Agricultural Lands

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



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



K'ómoks Agricultural Lands

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

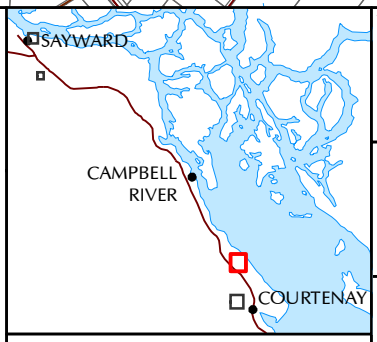
Crown Corridor

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Agricultural Lands or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

N

1:30,000

Ratio scale correct when printed at 8.5" x 11"

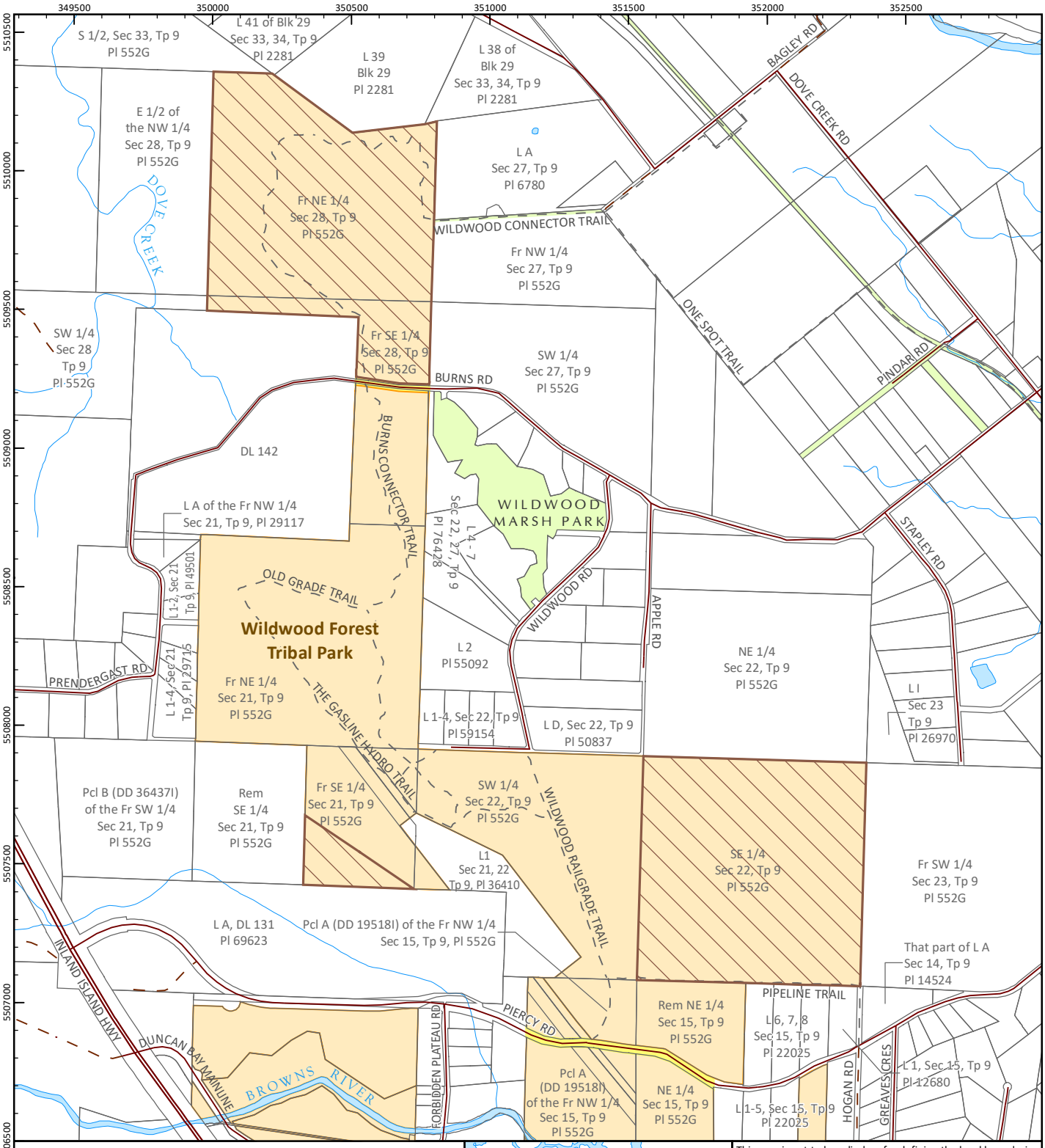
0 600

Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

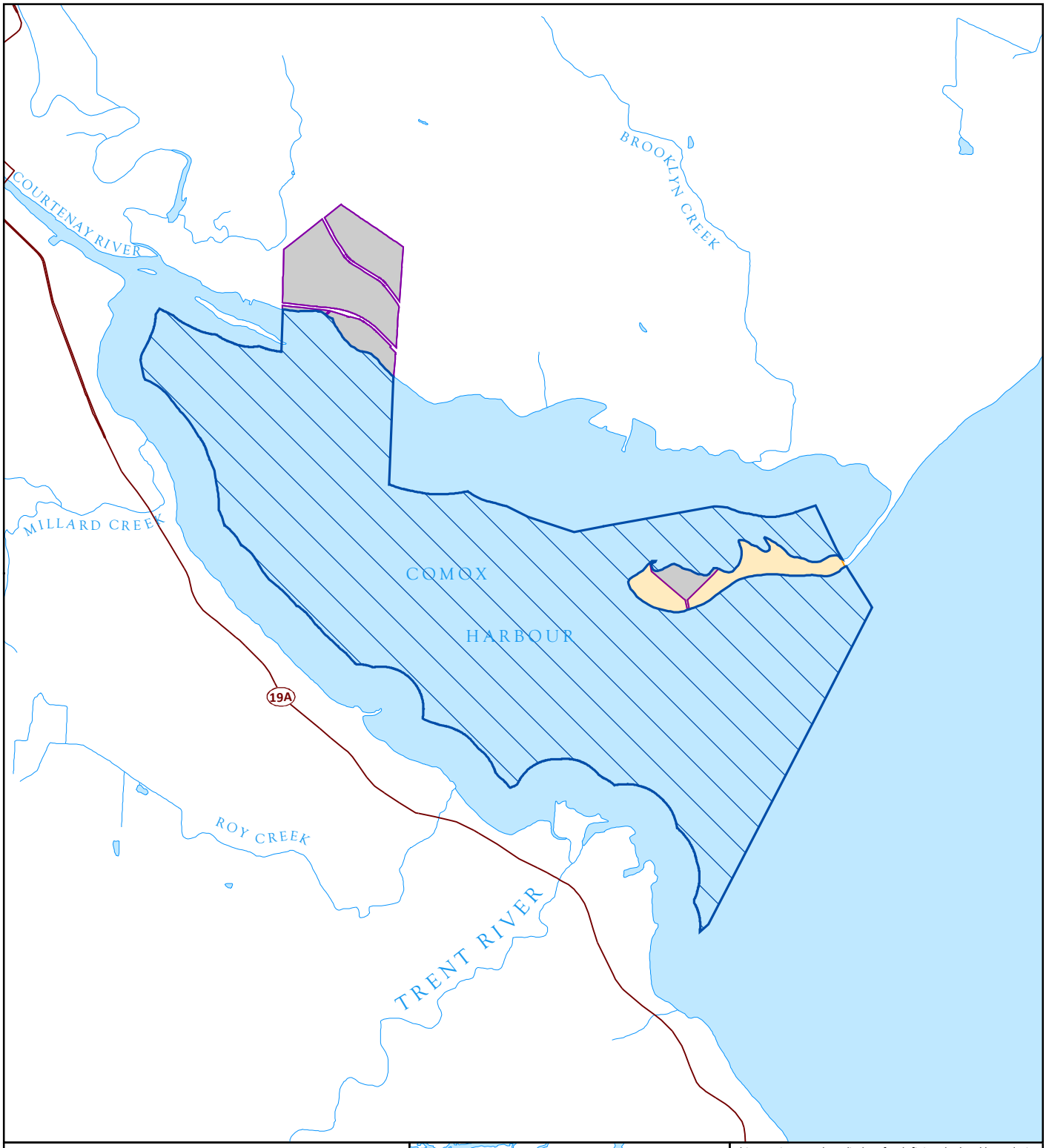
Appendix I Part 3
K'ómoks Agricultural Lands
Williams Beach Agricultural Lands

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



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

APPENDIX J: MAP OF K'ÓMOKS ESTUARY



K'ómoks Estuary

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Traditional Territory

Paved road

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Estuary on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

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Ratio scale correct when printed at 8.5" x 11"

0 1

Kilometres

Appendix J
K'ómoks Estuary

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

APPENDIX K: SUBSURFACE RESOURCES

K-1: Subsurface Resources Owned by K'ómoks on the Effective Date

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

Parcel Name	Parcel Legal Description Appendix Reference	Parcel Map Appendix Reference	Subsurface Resources Owned by K'ómoks on the Effective Date
Comox 1	B-2 Part 1	B-2 Part 2a	All Subsurface Resources
Pentledge 2	B-2 Part 1	B-2 Part 2b	All Subsurface Resources
Salmon River 1 (K'ómoks)	B-2 Part 1	B-2 Part 2c	All Subsurface Resources
Goose Spit 3	B-2 Part 1	B-2 Part 2d	All Subsurface Resources
Goose Spit Site 2	B-3 Part 1	B-3 Part 2a	All Subsurface Resources
Goose Spit Site 1	B-3 Part 1	B-3 Part 2a	All Subsurface Resources
Hornby Island	B-3 Part 1	B-3 Part 2l	All Subsurface Resources
Gravelly Bay	B-3 Part 1	B-3 Part 2m	All Subsurface Resources
H'kusam	B-3 Part 1	B-3 Part 2o	All Subsurface Resources
Salmon River	B-3 Part 1	B-3 Part 2p	All Subsurface Resources
Jáji7em & Kw'ulh	B-3 Part 1	B-3 Part 2q	All Subsurface Resources
Royston Forest	B-3 Part 1	B-3 Part 2b	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Sage Hills	B-3 Part 1	B-3 Part 2c	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
DL 7	B-3 Part 1	B-3 Part 2d	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".

Parcel Name	Parcel Legal Description Appendix Reference	Parcel Map Appendix Reference	Subsurface Resources Owned by K'ómoks on the Effective Date
Wood Mountain	B-3 Part 1	B-3 Part 2e	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Wood Mountain West	B-3 Part 1	B-3 Part 2f	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Mt Washington Gravel Pit	B-3 Part 1	B-3 Part 2g	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Williams Beach	B-3 Part 1	B-3 Part 2h	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Wildwood Forest Tribal Park	B-3 Part 1	B-3 Part 2i	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Scout Camp and Piercy Road	B-3 Part 1	B-3 Part 2j	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".

Parcel Name	Parcel Legal Description Appendix Reference	Parcel Map Appendix Reference	Subsurface Resources Owned by K'ómoks on the Effective Date
Browns River	B-3 Part 1	B-3 Part 2k	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
DL 50	B-3 Part 1	B-3 Part 2n	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Pentledge 2 Rail Corridor	B-3 Part 1	B-3 Part 2r	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Pentledge 2 Expansion Lands	B-3 Part 1	B-3 Part 2s	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".
Waveland Beacon	B-4 Part 1	B-4 Part 2	Subject to a successful claim in accordance with paragraph 11(a) of the Subsurface Resources Chapter, all Subsurface Resources except those set out in (c) to (i) of the term "Subsurface Resources".

K-2: K’ómoks Lands and Pre-Approved Addition Lands Subject to the Adjudicative Process

K-2 Part 1: Effective Date K'ómoks Lands Subject to the Adjudicative Process

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

Parcel Name	**Parcel Legal Description Appendix Reference**	**Parcel Map Appendix Reference**
Royston Forest	B-3 Part 1	B-3 Part 2b
Sage Hills	B-3 Part 1	B-3 Part 2c
DL 7	B-3 Part 1	B-3 Part 2d
Wood Mountain	B-3 Part 1	B-3 Part 2e
Wood Mountain West	B-3 Part 1	B-3 Part 2f
Mt Washington Gravel Pit	B-3 Part 1	B-3 Part 2g
Williams Beach	B-3 Part 1	B-3 Part 2h
Wildwood Forest Tribal Park	B-3 Part 1	B-3 Part 2i
Scout Camp and Piercy Road	B-3 Part 1	B-3 Part 2j
Browns River	B-3 Part 1	B-3 Part 2k
DL 50	B-3 Part 1	B-3 Part 2n
Pentledge 2 Rail Corridor	B-3 Part 1	B-3 Part 2r
Pentledge 2 Expansion Lands	B-3 Part 1	B-3 Part 2s
Waveland Beacon	B-4 Part 1	B-4 Part 2
Piercy Road Accommodation Parcel	B-5 Part 1	B-5 Part 2a
DL 32	B-5 Part 1	B-5 Part 2b
Lot 2	B-5 Part 1	B-5 Part 2c
Lot 3	B-5 Part 1	B-5 Part 2c
DL 253 and DL 257	B-5 Part 1	B-5 Part 2d

K-2 Part 2: Pre-Approved Addition Lands Subject to the Adjudicative Process

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

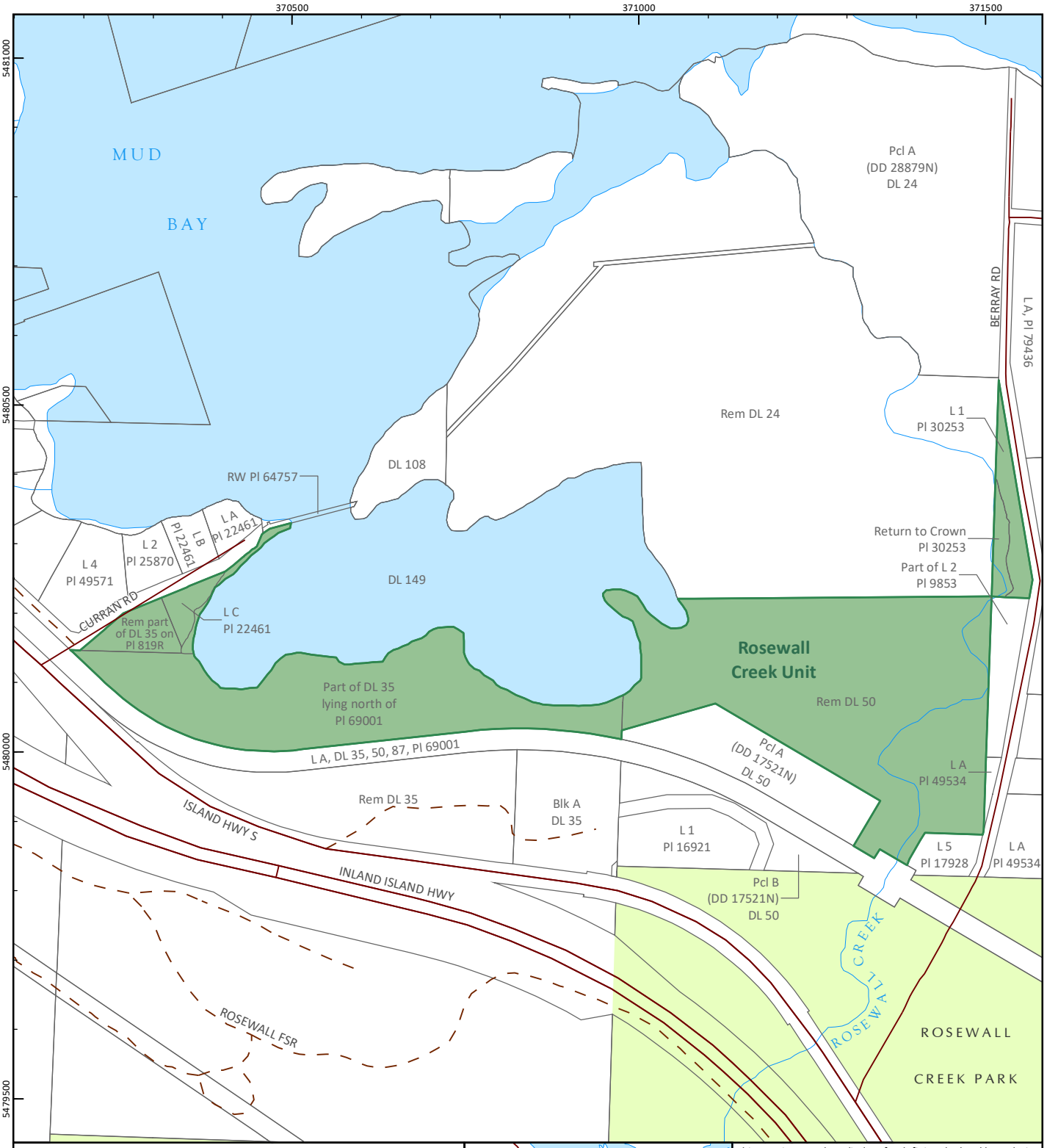
Parcel Name	**Parcel Legal Description Appendix Reference**	**Parcel Map Appendix Reference**
WL0026	E-1 Part 1	E-1 Part 2b
WL0085	E-1 Part 1	E-1 Part 2c
WL1677	E-1 Part 1	E-1 Part 2d
Intersection Lands at Strathcona Parkway	E-2 Part 1	E-2 Part 2a
Southlands Rail Corridor	E-2 Part 1	E-2 Part 2b
Northeast Woods	E-2 Part 1	E-2 Part 2d
Scout Camp Corridor	E-2 Part 1	E-2 Part 2e
Southlands Access Parcels	E-2 Part 1	E-2 Part 2f

APPENDIX L: QUALICUM NATIONAL WILDLIFE AREA

Appendix L-1
Qualicum National Wildlife Area
Overview

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

L-2: Qualicum National Wildlife Area Unit Maps



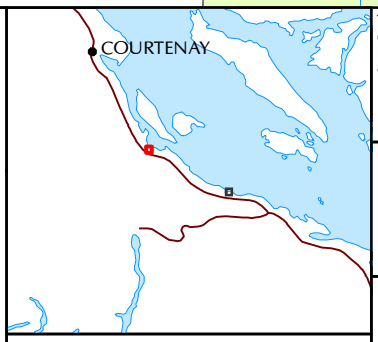
Qualicum National Wildlife Area

Surveyed Parcel

Park or protected area

Paved road

Unpaved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Rosewall Creek Unit on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:8,000

Ratio scale correct when printed at 8.5" x 11"

0 200

Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Newcastle
Projection: NAD 1983 UTM Zone 10N

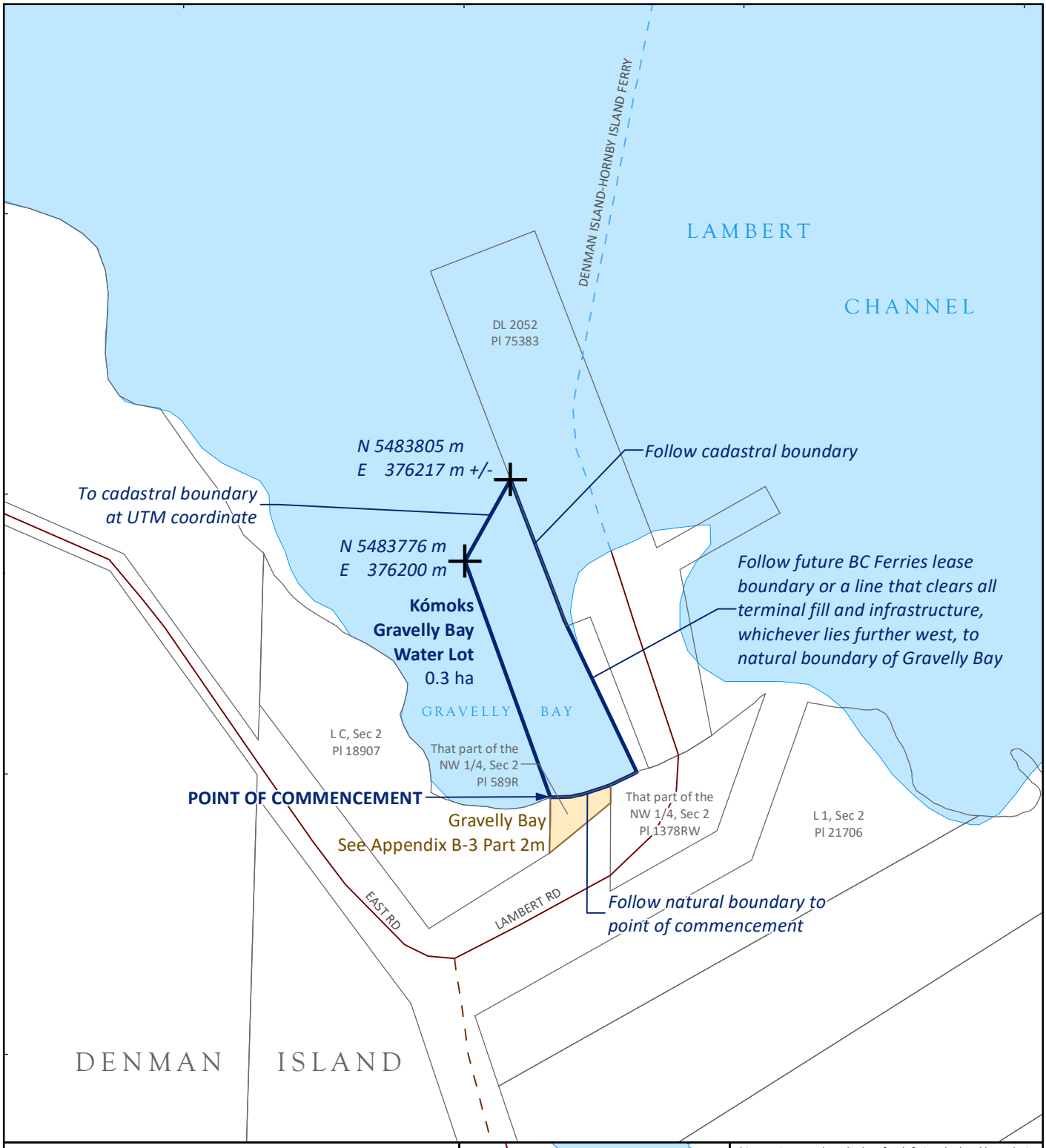
Appendix L-2 Part 1
Qualicum National Wildlife Area
Rosewall Creek Unit

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

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

APPENDIX M: WATER LOTS

M-1: K’ómoks Gravelly Bay Water Lot



K'ómoks water lot

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

Surveyed Parcel

Park or protected area

Paved road

Unpaved road

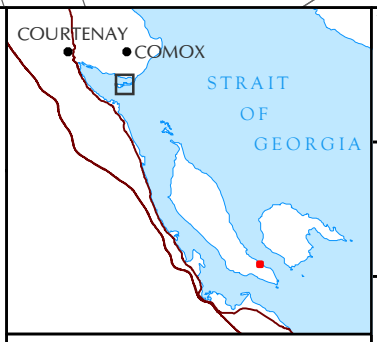
N

1:2,000

Ratio scale correct when printed at 8.5" x 11"

0 40

Metres



Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Gravelly Bay Water Lot or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Northwest corner of that part of the North West 1/4, Section 2, Denman Island, Nanaimo Distrct, Plan 589R, thence clockwise

Appendix M-1 Part 1
K'ómoks Gravelly Bay Water Lot

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

M-1 Part 2: Form of K'ómoks Gravelly Bay Water Lot Lease

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

THIS AGREEMENT is dated for reference _____and is made under the *Land Act.*

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia (the "Province")

AND:

K'ÓMOKS
(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means the effective date of the K'ómoks Treaty;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the **Improvements** or both of them and which you are liable to pay under applicable laws;

"Rent" means the rent set out in Article 3;

"Security" means the **security** referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", **"us"** or **"our" refers** to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **"the parties"**; and

"you" or **"your"** refers to the Lessee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this

Agreement will be enforceable to the fullest extent permitted by law.

1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act,* those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

1.15 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management

Plan.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for purposes as set out in the Management Plan.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 99th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

2.3 You may at your option renew this Agreement for one or more additional 99-year periods (anyone of which may be referred to as a "renewal term") in perpetuity.

2.4 You will be conclusively deemed to have exercised this right of renewal during the initial term and each successive renewal term unless you give us written notice to the contrary on or before the fifth (5th) year prior to the end of the initial term or any particular renewal term as the case maybe. Any renewal includes the terms and conditions of this Agreement with the modifications that are necessary to reflect the commencement date of the extended term.

ARTICLE 3 - RENT

3.1 The Rent for the Term is $1.00 annually, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Rent to us at the address set out in Article 10,

(ii) any applicable Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of any applicable Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations

of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any willful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;

(g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:

(i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or

(ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

(h) not make, construct, erect, alter or remove (except as provided in subsection r) any Improvements unless you have first given us notice and obtained our written consent and without limitation we may, as a condition of consent, require you to provide us or BC Ferries with plans and other reasonable details describing the Improvement alteration or removal;

(i) upon our written request, consult with BC Ferries on your use or planned use of the land and address BC Ferries concerns, if any, respecting safety;

(j) in accordance with applicable laws and after giving reasonable notice to you, permit us or BC Ferries, or our authorized representatives, to enter on the Land at any time to inspect the Land and the improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;

(k) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;

(l) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(m) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;

(n) not interrupt passage by the public on foot, over the intertidal portion of the Land;

(o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

(p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

(q) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:

(i) any breach, violation or non-performance of a provision of this Agreement,

(ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

(iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(r) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,

(ii) within TBA days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(iv) restore the surface of the Land to the condition the land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

(a) for the storage or disposal of any Hazardous Substances; or

(b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

(c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and

(d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may

consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;

(b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act, Forest Act, Geothermal Resources Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;

(d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;

(e) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now

have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

(f) if a proposed disposition under subsection (c) will not have a material adverse impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;

(g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);

(h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;

(i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;

(j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;

(k) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;

(l) you will make no claim against us or any person acting under the authority of any enactment of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;

(m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii) or (iii) in which

case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and

(o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of $XXX which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required

by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the *Societies Act* without our prior written consent; or

(f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

(a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and

(b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Courtenay British Columbia, and if we or our authorized representative have no office in Courtenay, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Courtenay, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF WATER, LAND AND RESOURCE STEWARDSHIP
Suite 142 - 2080 Labieux
Road Nanaimo, BC V9T
6J9;

to you

K'ómoks
3330 Comox Rd
Courtenay, BC V9N 3P8

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.2 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be

construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.3 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.4 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.

11.5 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.6 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.7 You acknowledge and agree with us that

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any

surrounding land and whether or not the Land is susceptible to erosion or flooding;

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and

(v) the application of any federal or provincial enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;

(e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.8 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.9 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

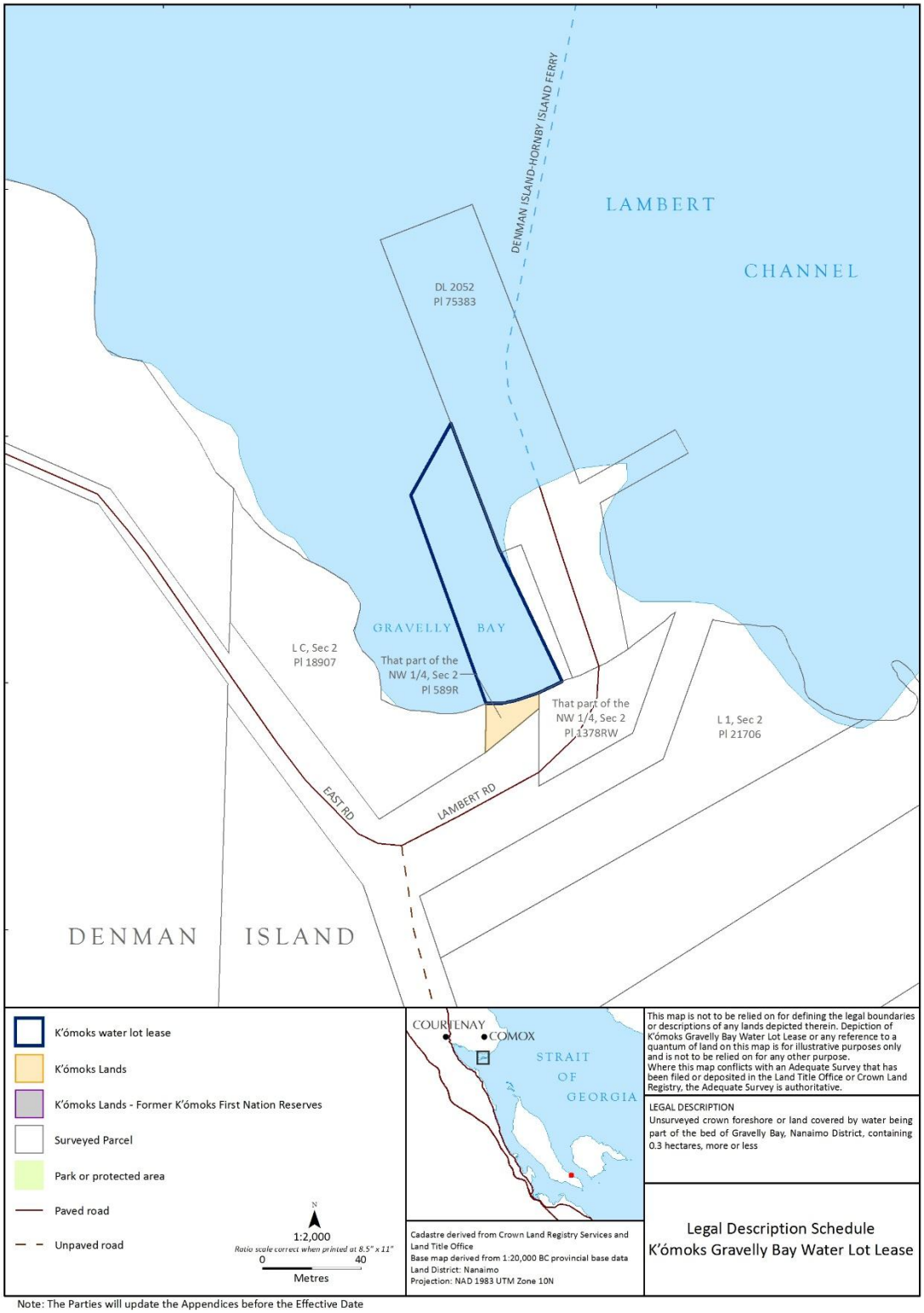
SIGNED on behalf of **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act* or
the minister's authorized representative

Minister responsible for the *Land Act* or the
minister's authorized representative

SIGNED on behalf of **K’ÓMOKS**
by a duly authorized signatory

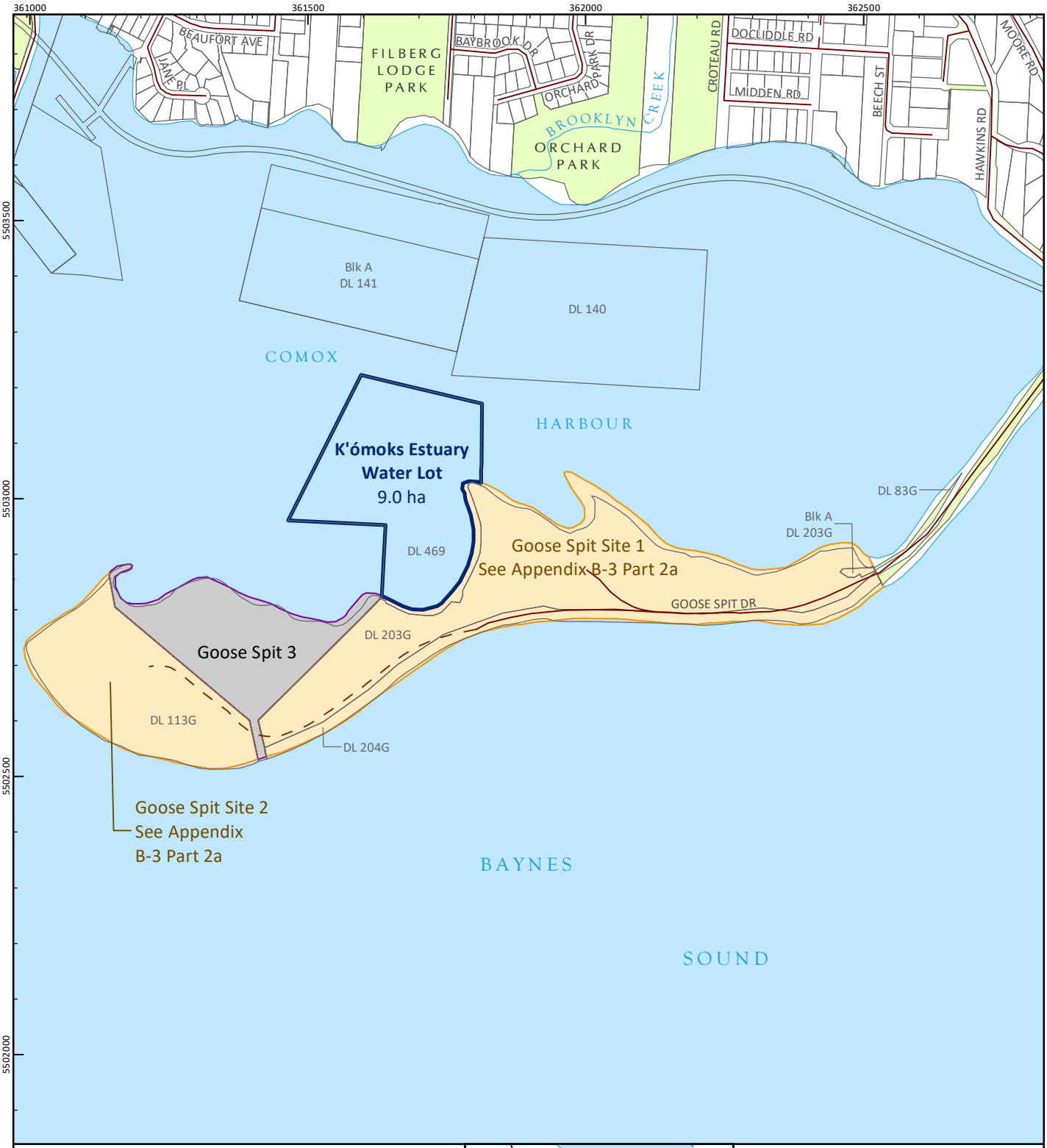
Authorized Signatory

LEGAL DESCRIPTION SCHEDULE



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

M-2: K’ómoks Estuary Water Lot



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Estuary Water Lot or any reference to a quantum of land on this map is for illustrative purposes only and is not to be relied on for any other purpose.
Where this map conflicts with an Adequate Survey that has been filed or deposited in the Land Title Office or Crown Land Registry, the Adequate Survey is authoritative.

POINT OF COMMENCEMENT
Not Applicable

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Nanaimo
Projection: NAD 1983 UTM Zone 10N

Appendix M-2 Part 1
K'ómoks Estuary Water Lot

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

M-2 Part 2: Form of K'ómoks Estuary Water Lot Lease

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

THIS AGREEMENT is dated for reference _____and is made under the *Land Act.*

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia (the "Province")

AND:

K'ÓMOKS
(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means the effective date of the K'ómoks Treaty;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Hazardous Substances**"** means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Rent" means the rent set out in Article 3;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", **"us"** or **"our"** refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **"the parties"**; and

"you" or **"your"** refers to the Lessee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this

Agreement will be enforceable to the fullest extent permitted by law.

1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

1.14 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the Land *Transfer Form Act,* those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

1.15 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and

subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the Land for purposes as set out in the Management Plan.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 99th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

2.3 You may at your option renew this Agreement for one or more additional 99-year periods (anyone of which may be referred to as a "renewal term") in perpetuity.

2.4 You will be conclusively deemed to have exercised this right of renewal during the initial term and each successive renewal term unless you give us written notice to the contrary on or before the fifth (5th) year prior to the end of the initial term or any particular renewal term as the case maybe. Any renewal includes the terms and conditions of this Agreement with the modifications that are necessary to reflect the commencement date of the extended term.

ARTICLE 3 - RENT

3.1 The Rent for the Term is $1.00 annually, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Rent to us at the address set out in Article 10,

(ii) any applicable Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of any applicable Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any willful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;

(g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:

(i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or

(ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

(h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;

(i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps

necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;

(k) not interrupt passage by the public on foot, over the intertidal portion of the Land;

(l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

(m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

(n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:

(i) any breach, violation or non-performance of a provision of this Agreement,

(ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

(iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(o) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,

(ii) within TBA days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(iv) restore the surface of the Land to the condition the land was in on the Commencement Date, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

(a) for the storage or disposal of any Hazardous Substances; or

(b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

(c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and

(d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

4.7 We will provide you with quiet enjoyment of the Land.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;

(b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act, Forest Act, Geothermal* Resources *Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(c) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, by way of easement, right of way or statutory right of way, to any person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way;

(d) for the purpose of subsection (c), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;

(e) you have no right to compensation from us and you release us from all claims, actions, causes *of* action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

(f) if a proposed disposition under subsection (c) will not have a material adverse *impact* on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;

(g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);

(h) any interference with your use of the Land under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsection (a), (b) and (c) will not constitute a breach of our covenant of quiet

enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;

(i) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;

(j) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;

(k) you will *not* interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;

(l) you will make no claim against us or any person acting under the authority of any *enactment* of the Province of British Columbia for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement because of erosion, flooding or debris flow affecting the Land;

(m) you will not remove or permit the removal of any Improvement from the Land except as *expressly* permitted or required under this Agreement;

(n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(q)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(q)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(q)(iii); and

(o) if, after the termination of this Agreement, we permit you to remain in possession of *the* Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of $XX which will

(a) guarantee the *performance* of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect *until* we certify, in writing, that you have fully performed your

obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Rent and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 The parties acknowledge that the Province has provided its consent for the Lessee to sublease that portion of the Land defined as the K'ómoks Estuary Water Lot Sublease Area in the K'ómoks Treaty to Canada for so long as required for national defence purposes.

7.3 While Canada is sublessee, the schedule attached to this Agreement entitled "Department of National Defence Specific Schedule" applies to this Agreement.

7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you

(i) become insolvent or make an assignment for the general benefit of your creditors,

(ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

(iii) voluntarily enter into an arrangement with your creditors;

(d) if you are a corporation,

(i) a receiver or receiver-manager is appointed to administer or carry on your business, or

(ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

(e) if you are a society, you convert into a company in accordance with the *Societies Act* without our prior written consent; or

(f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

(a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and

(b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Courtenay British Columbia, and if we or our authorized representative have no office in Courtenay, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Courtenay, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF WATER, LAND AND RESOURCE STEWARDSHIP
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

K'ómoks
3330 Comox Rd
Courtenay, BC V9N 3P8;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and

(v) the application of any federal or provincial enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for us to

provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;

(e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

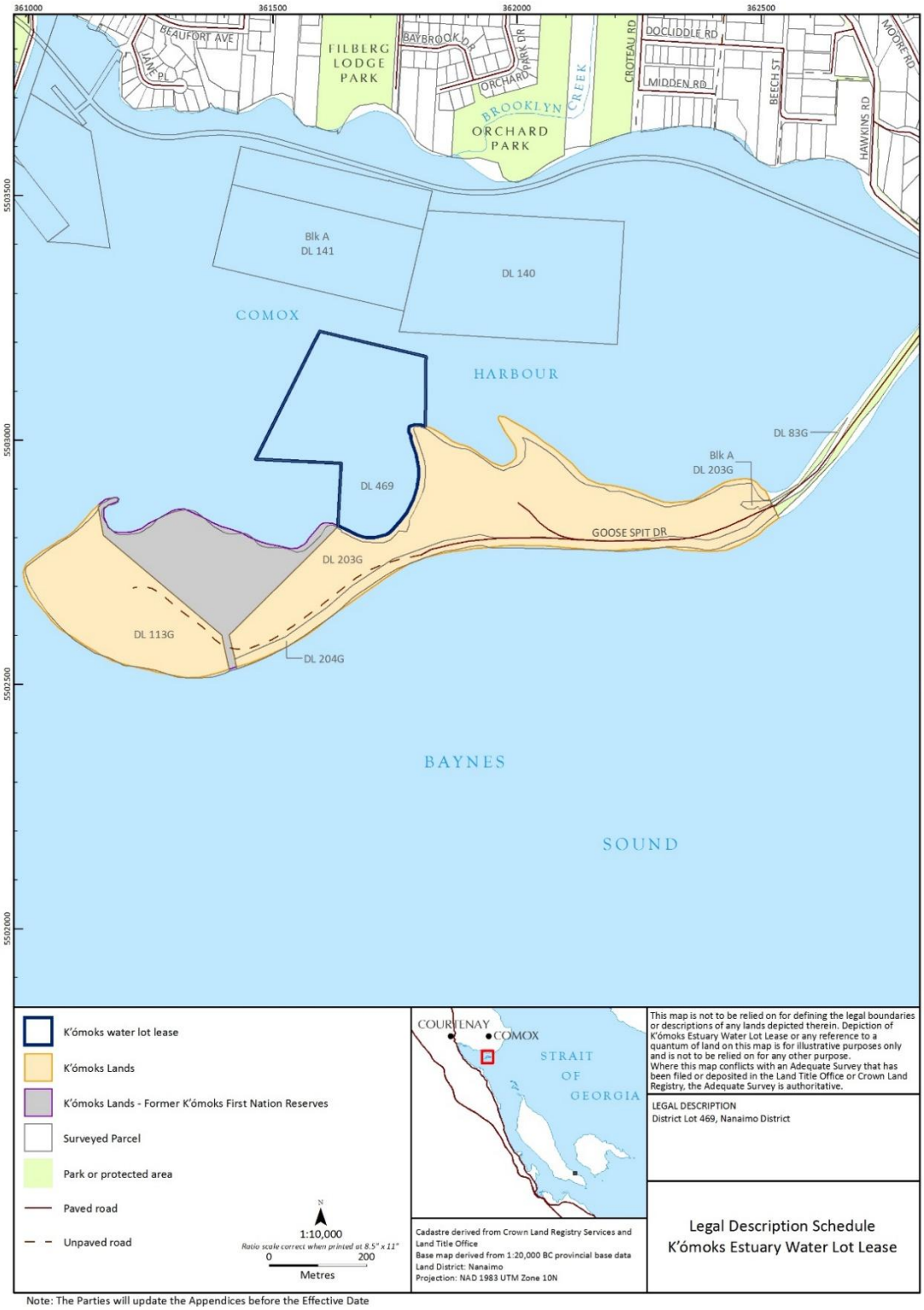
SIGNED on behalf of **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act* or
the minister's authorized representative

Minister responsible for the *Land Act* or the minister's authorized representative

SIGNED on behalf of **K'ÓMOKS**
by a duly authorized signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE



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

DEPARTMENT OF NATIONAL DEFENCE SPECIFIC SCHEDULE

This schedule will include terms to be agreed to by the Parties with respect to the following:

(a) Canada's ownership of the Goose Spit Improvements as defined in the K'ómoks Treaty;

(b) Canada's use of the sublease area for national defence purposes and operational requirements related to that use;

(c) the sublease area being a defence establishment as defined in the *National Defence Act;*

(d) access to the sublease area by K'ómoks, British Columbia and the public, taking into account a), b) and c) above;

(e) Canada is self-insured;

(f) the removal of the Goose Spit Improvements on termination; and

(g) remediation of the sublease area during the term and on termination.

M-2 Part 3: Form of K'ómoks Estuary Water Lot Sublease

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

APPENDIX N: GEOGRAPHIC FEATURES TO BE NAMED OR RENAMED WITH K'ÓMOKS NAMES

N-1: Geographic Features to be Named or Renamed with K'ómoks Names on, or as soon as practicable after, the Effective Date

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

Feature type	K'ómoks Name	Former Official Name/Location
Island	Jáji7em – "having trees"	Sandy Island
First Nation Village	Kw'itl't – upstream/upriver area *(Name to be determined by K'ómoks in advance of Effective Date)*	Pentledge 2
First Nation Village	Kw'umu7xws (Comox IR 1) or Kíxkax (Comox IR 1 east, Bayside) *(Name to be determined by K'ómoks in advance of Effective Date)*	Comox 1

N-2: Geographic Features that K'ómoks has a Special Interest in to be added to BC Geographical Names Database

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

Feature Type	K'ómoks Name	Current Official Name
Island	Kw'ulh	Seal Islets
Lake	Sa'ey'etl	Comox Lake
River	Ol-mak-kaim – meaning something like 'being the right finger'	Puntledge River
Island	ch'átaýich – name refers to entire island	Hornby Island
Island	Iháytayich – name refers to entire island	Denman Island
Spit	Pélxwikw – Round point	Goose Spit
Beach	ts'a7ts'en – tide running quietly in & out of the lagoon	Williams Beach
Falls/River	Skei-ep – laughing or whirling waters	Stotan Falls
Glacier	Kwénis – "humpback whale"	Comox Glacier

APPENDIX O: EXPROPRIATION PROCEDURES

O-1: Provincial Expropriation Procedures

PROVINCIAL EXPROPRIATION PROCEDURES

1. A Provincial Expropriating Authority may expropriate K'ómoks Lands only with the consent and by the order of the Lieutenant Governor in Council.

2. Except to the extent that this Agreement modifies the application of Provincial Law, Provincial Law applies to the expropriation of K'ómoks Lands by a Provincial Expropriating Authority, including the processes and procedures under Provincial Law.

PURCHASE OF K'ÓMOKS LANDS

3. A Provincial Expropriating Authority will notify K'ómoks of its intention to acquire K'ómoks Lands.

4. If a Provincial Expropriating Authority and the owner of an interest or the fee simple estate in K'ómoks Lands are unable to reach an agreement on the acquisition of the interest or the fee simple estate under paragraph 120 of the Lands Chapter, the Provincial Expropriating Authority may proceed with expropriation in accordance with the applicable Provincial Law and this Appendix.

5. If a Provincial Expropriating Authority other than British Columbia has determined that:

    a. it requires a fee simple estate in K'ómoks Lands; and

    b. the fee simple estate may no longer be K'ómoks Lands given the purposes for which the land is to be used,

    then, notwithstanding any agreement for the purchase of the fee simple estate in K'ómoks Lands, the removal of the fee simple estate from K'ómoks Lands requires the consent of the Lieutenant Governor in Council, having regard for all relevant factors under section 7.

LIEUTENANT GOVERNOR IN COUNCIL CONSENT

6. The Lieutenant Governor in Council may issue an order consenting to an expropriation of K'ómoks Lands by a Provincial Expropriating Authority only:

    a. after the conclusion of the procedures described in sections 9 and 10; and

    b. if satisfied the expropriation is justifiable under section 7 based on:

i. information furnished by the Provincial Expropriating Authority; and

ii. if an inquiry has been held under Provincial Law, the inquiry officer's report.

7. For the purposes of section 6, an expropriation is justifiable if the Lieutenant Governor in Council is satisfied that, in addition to the applicable requirements under Provincial Law, the following requirements have been met:

a. there is no other reasonably feasible alternative to the expropriation, including the use of lands that are not K'ómoks Lands;

b. reasonable efforts have been made by the Provincial Expropriating Authority to acquire the K'ómoks Lands through agreement with the owner;

c. the Provincial Expropriating Authority has confirmed that the proposed expropriation is of the most limited interest or estate necessary and for the shortest time required;

d. in the case of a request by a Provincial Expropriating Authority other than British Columbia for the removal of a fee simple estate from K'ómoks Lands under section 5, the Provincial Expropriating Authority has confirmed such removal is necessary for the purposes for which the land is to be used;

e. if K'ómoks has objected to the expropriation, reasonable efforts have been made to resolve the objection;

f. if the K'ómoks Lands are held by K'ómoks and K'ómoks has designated all or a portion of those lands as a K'ómoks Heritage Site under K'ómoks Law, reasonable efforts have been made to minimize or, where possible, avoid impacts on those portions of the lands that have been designated as a K'ómoks Heritage Site; and

g. information relevant to the expropriation, other than documents that are protected from disclosure under Provincial Law, has been provided to K'ómoks, including:

i. the Provincial Expropriating Authority's report referred to in section 9; and

ii. the inquiry officer's report, if an inquiry has been held under Provincial Law.

8. Notwithstanding sections 6 and 7, the Lieutenant Governor in Council may consent to the expropriation if the Minister or Lieutenant Governor in Council has declared a state of emergency.

EXPROPRIATION PROCESS

9. Before the Lieutenant Governor in Council makes a decision under section 6, the Provincial Expropriating Authority will provide K'ómoks with a report which states the reasons for the expropriation and addresses the factors under sections 7.a to 7.f.

10. Within 30 days of receipt of the report under section 9, K'ómoks will notify the Provincial Expropriating Authority if K'ómoks objects to the expropriation of K'ómoks Lands and, within 30 days of the Provincial Expropriating Authority's receipt of notice from K'ómoks, the Provincial Expropriating Authority and K'ómoks will make reasonable efforts to resolve the objection raised by K'ómoks.

11. If the Provincial Expropriating Authority and K'ómoks are unable to resolve K'ómoks' objections under section 10, the Provincial Expropriating Authority may proceed with the expropriation of K'ómoks Lands with notice to K'ómoks and any person entitled to notice under Provincial Law.

12. For the purposes of section 11:

a. K'ómoks may participate in any inquiry under Provincial Law relating to the expropriation of K'ómoks Lands and, whether or not K'ómoks participates in the inquiry, K'ómoks will be entitled to receive the inquiring officer's report submitted to the approving officer; and

b. if K'ómoks Lands are not registered in the Land Title Office, the requirements under Provincial Law to file the expropriation notice in the Land Title Office will not apply.

13. The Lieutenant Governor in Council is the approving authority under Provincial Law in relation to an expropriation of K'ómoks Lands.

14. Unless otherwise agreed by K'ómoks and British Columbia, if a Provincial Expropriating Authority expropriates a fee simple interest in K'ómoks Lands, Appendix B, and any other applicable Appendices, will be amended under paragraph 9 of the Amendment

Chapter to reflect the expropriation, and the parcel of land will cease to be K'ómoks Lands when the amendment takes effect.

15. If the Lieutenant Governor in Council has consented to the expropriation of K'ómoks Lands and those lands are not registered in the Land Title Office, K'ómoks will, at the request of the Provincial Expropriating Authority, register the lands in the Land Title Office in accordance with the Land Title Chapter and the Provincial Expropriating Authority will be responsible for the transaction costs of surveying, registering and transferring the land, if applicable.

COMPENSATION

16. If the Lieutenant Governor in Council has consented to a Provincial Expropriating Authority's expropriation of K'ómoks Lands, the Provincial Expropriating Authority will compensate the owner of the land based on the criteria set out in Provincial Law, subject to sections 19 and 20.

17. If the Provincial Expropriating Authority and the owner of the land disagree on the amount of compensation, the amount of compensation will be determined in accordance with Provincial Law.

18. A dispute under section 17 will not delay the expropriation.

REPLACEMENT LAND

19. If a fee simple estate in K'ómoks Lands is expropriated by a Provincial Expropriating Authority, before offering compensation in accordance with Provincial Law, the Provincial Expropriating Authority will first make reasonable efforts to identify and offer replacement land of comparable value within K'ómoks Traditional Territory to the owner whose land is expropriated.

20. If there is no agreement on replacement land offered under section 19, or the replacement land is of less than comparable value, the Provincial Expropriating Authority will provide the owner with other, or additional, compensation in accordance with Provincial Law.

21. K'ómoks may make a request under paragraph 94 of the Lands Chapter to have a parcel of replacement land added to K'ómoks Lands, if that parcel of land is within the K'ómoks Traditional Territory and, for greater certainty, paragraphs 93 and 95 to 104 of the Lands Chapter will apply.

RETURN OF AN EXPROPRIATED ESTATE OR INTEREST

22. If a Provincial Expropriating Authority no longer requires the expropriated interest or estate, the Provincial Expropriating Authority will not dispose of that interest or estate without first offering the owner from whom it was taken or, if such owner does not wish to acquire it, K'ómoks, a right of first refusal to purchase the interest or estate.

23. If land was expropriated and removed from K'ómoks Lands, and that land is acquired by the owner from whom it was taken or by K'ómoks following an offer made under section 22, K'ómoks may provide notice to Canada and British Columbia that the parcel is to be added to K'ómoks Lands.

24. If K'ómoks is not the owner of a parcel of land in relation to which it provides notice under section 23, K'ómoks must also provide, in relation to that parcel, the releases and certificates identified in paragraph 73 of the Lands Chapter.

25. Upon receipt by Canada and British Columbia of notice under section 23 and any releases and certificates required under section 24, the parcel will be added to K'ómoks Lands in the same manner described in paragraph 74 of the Lands Chapter.

SUBSURFACE RESOURCES

26. Unless British Columbia and K'ómoks agree otherwise, the expropriation and removal of a fee simple estate from K'ómoks Lands includes Subsurface Resources owned by K'ómoks at the time of expropriation, and those Subsurface Resources will revert to British Columbia at the time of the expropriation.

27. Subsurface Resources on or under any lands that become K'ómoks Lands under section 25 will:

    a. if included in the fee simple estate, continue to be owned by the owner of that fee simple estate; or

    b. subject to paragraph 13 of the Subsurface Resources Chapter, if owned by British Columbia immediately before the land becomes K'ómoks Lands, be transferred by British Columbia to K'ómoks when the parcel becomes K'ómoks Lands.

28. For greater certainty, any Subsurface Tenures existing on or under a parcel of land immediately before the addition of the parcel to K'ómoks Lands under section 25, and the Subsurface Resources to which those Subsurface Tenures apply, will be administered by British Columbia in accordance with paragraphs 14 to 24 of the Subsurface Resources Chapter.

TOTAL AMOUNT OF LAND SUBJECT TO EXPROPRIATION

29. Subject to sections 30 and 31, the total amount of K'ómoks Lands in fee simple estate that may be expropriated by British Columbia is 86.05 hectares.

30. The total amount of K'ómoks Lands in fee simple estate that may be expropriated by British Columbia under section 29 will be increased by 2.5 percent of the area of the land added to K'ómoks Lands in accordance with paragraphs 74, 82, 84, and 93 of the Lands Chapter.

31. If a fee simple estate in K'ómoks Land which has been expropriated is returned and added as K'ómoks Lands under sections 22 to 25, the total amount of K'ómoks Lands in fee simple estate that may be expropriated by British Columbia under section 29 will be increased by the area of those lands.

K'ÓMOKS LAW-MAKING AUTHORITY

32. Nothing under K'ómoks Law, including any restrictions on the ownership of K'ómoks Lands, prevents the expropriation of K'ómoks Lands in accordance with this Agreement and Provincial Law.

33. K'ómoks Laws apply to an interest expropriated in accordance with Appendix O-1, except:

    a. to the extent that a K'ómoks Law, or a use or occupation authorized by K'ómoks Law, is inconsistent with the use of land for the purposes for which the expropriation took place; or

    b. the interest is an estate in fee simple removed from K'ómoks Lands.

O-2: Federal Expropriation Procedures

APPLICATION OF FEDERAL EXPROPRIATION PROCEDURES

1. Where the interest in K'ómoks Lands to be expropriated is held by K'ómoks, the interest may be expropriated by a Federal Expropriating Authority in accordance with Federal Law, the Lands Chapter and the procedures set out in this Appendix.

2. Where the fee simple interest in a parcel of K'ómoks Lands is held by any person other than K'ómoks, any interest in that parcel may be expropriated by a Federal Expropriating Authority in accordance with:

    a. Federal Law;

    b. the Lands Chapter; and

    c. the procedures set out in sections 3 to 11, and 25 to 32,

    and, for greater certainty, the return of any interest expropriated will be to K'ómoks in accordance with sections 27 to 32.

CONSENT OF THE GOVERNOR-IN-COUNCIL

3. The Governor-in-Council may consent to an expropriation of an interest in K'ómoks Lands only if the expropriation is justifiable under section 5, and necessary for a public purpose.

4. For greater certainty, where Federal Law deems an expropriation to be for a public purpose, the expropriation will be deemed to be necessary for a public purpose under this Agreement.

5. For the purposes of section 3, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:

    a. there is no reasonably feasible alternative interest to use or acquire that is not an interest in K'ómoks Lands;

    b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in K'ómoks Lands through agreement with the interest holder and K'ómoks;

c. the interest in K'ómoks Lands to be expropriated is the most limited interest necessary and for the shortest time required; and

d. all information relevant to the expropriation, other than documents that are protected from disclosure under Federal Law, has been provided to K'ómoks.

6. Before the Governor-in-Council issues an order consenting to the expropriation of an interest in K'ómoks Lands, the Federal Expropriating Authority will provide to K'ómoks and the Governor-in-Council, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements under section 5.

7. If K'ómoks objects to a proposed expropriation of an interest in K'ómoks Lands, it may, by providing notice in writing to the Federal Expropriating Authority within 60 days after the report has been provided to K'ómoks under section 6, refer the matter directly to neutral evaluation under Stage Two of the Dispute Resolution Chapter for a review of the steps taken to satisfy the requirement set out in section 5.

8. The Federal Expropriating Authority will not seek Governor-in-Council consent to the expropriation of an interest in K'ómoks Lands:

a. before the expiration of the period referred to in section 7;

b. if K'ómoks has referred the matter to neutral evaluation in accordance with section 7, before the neutral evaluator has delivered to K'ómoks and the Federal Expropriating Authority an opinion on the matter; or

c. within such additional time as K'ómoks and the Federal Expropriating Authority may agree.

9. Without limiting the generality of the Dispute Resolution Chapter, the opinion of the neutral evaluator under section 8b:

a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and K'ómoks in court or in any other forum;

b. will not be admissible in any legal proceedings, unless otherwise required by law; and

c. is not binding on the Governor-in-Council under sections 3 and 5.

EXPROPRIATION OF A FEE SIMPLE INTEREST

10. If a Federal Expropriating Authority expropriates a fee simple interest in K'ómoks Lands, that land will no longer be K'ómoks Lands, and the Parties will amend the applicable Appendix in accordance with paragraph 9 of the Amendment Chapter.

EXPROPRIATION OF LESS THAN A FEE SIMPLE INTEREST

11. If a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of K'ómoks Lands:

    a. the parcel of land retains its status as K'ómoks Lands;

    b. the parcel of land remains subject to K'ómoks Law, except to the extent that K'ómoks Law is inconsistent with the purpose for which the expropriation took place; and

    c. K'ómoks, or the person holding the fee simple interest in the parcel of K'ómoks Lands, may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with the use of the parcel for which the expropriation took place, in the view of the Federal Expropriating Authority.

TOTAL VALUE OF COMPENSATION

12. The total value of compensation for an interest in K'ómoks Lands expropriated by a Federal Expropriating Authority under this Appendix will be determined by taking into account the following factors:

    a. the market value of the expropriated interest;

    b. the replacement value of any improvement to the K'ómoks Lands in which the interest has been expropriated;

    c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;

    d. any reduction in the value of any interest in K'ómoks Lands that is not expropriated which directly relates to the expropriation;

    e. any adverse effect on any cultural or other special value to K'ómoks of K'ómoks Lands in which an interest has been expropriated, provided that:

        i. the cultural or other special value is only applied to an interest in K'ómoks Lands recognized in law and held by K'ómoks; and

ii. there is no increase in the total value of compensation on account of any Aboriginal rights, title or interest; and

f. the value of any special economic advantage arising out of or incidental to the occupation or use of K'ómoks Lands by K'ómoks to the extent that the value is not otherwise compensated.

13. If the Federal Expropriating Authority and K'ómoks cannot agree on the total value of compensation or on whether the combination of replacement land and other compensation is equal to the total value of compensation, either Canada, acting on behalf of the Federal Expropriating Authority, or K'ómoks may refer the matter for resolution in accordance with the Dispute Resolution Chapter.

14. Any claim or encumbrance with respect to the interest expropriated by a Federal Expropriating Authority may only be discharged against the amount of compensation payable under section 12.

15. Interest on compensation is payable from the date the expropriation takes effect, at the interest rate payable under Federal Law.

REPLACEMENT LAND AS COMPENSATION

16. If a fee simple interest in a parcel of K'ómoks Lands is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to:

a. identify replacement land within the K'ómoks Traditional Territory, being either federal Crown land or land available on a "willing-seller, willing-buyer" basis, of equivalent or greater size and comparable value; and,

b. with the agreement of K'ómoks, acquire and transfer the replacement land to K'ómoks as partial or full compensation for the parcel of K'ómoks Lands expropriated.

17. If the Federal Expropriating Authority and K'ómoks are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide K'ómoks with other compensation in accordance with this Agreement.

18. If the acceptance by K'ómoks and addition to K'ómoks Lands of replacement land identified by the Federal Expropriating Authority under section 16 would result in the total size of K'ómoks Lands being less than at the Effective Date, and K'ómoks does not

agree that the replacement land is of comparable value to the interest in K'ómoks Lands being expropriated, K'ómoks may refer the issue of whether the replacement land is of comparable value to the interest in K'ómoks Land being expropriated to be finally determined by arbitration under the Dispute Resolution Chapter.

19. For greater certainty, a determination of value under section 18 does not obligate K'ómoks to accept the replacement land identified by the Federal Expropriating Authority under section 16 as partial or full compensation for the parcel of K'ómoks Lands that has been expropriated.

ADDITION OF REPLACEMENT LAND TO K'ÓMOKS LANDS

20. For greater certainty, K'ómoks may make a request under paragraph 94 of the Lands Chapter to have a parcel of replacement land that has been transferred to K'ómoks under section 16 added to K'ómoks Lands, if that parcel of land is within the K'ómoks Traditional Territory.

21. Paragraphs 93 and 95 to 103 of the Lands Chapter apply to a request to add a parcel of replacement land to K'ómoks Lands referred to in section 20, except as otherwise provided in sections 22 and 23.

22. When considering a request to add a parcel of replacement land to K'ómoks Lands referred to in section 20, Canada will take into account the matters set out in paragraphs 96a and 96b of the Lands Chapter, but will not take into account the matters set out in paragraph 96c of the Lands Chapter.

23. Notwithstanding section 22, Canada will agree to a request to add a parcel of replacement land to K'ómoks Lands referred to in section 20 if the replacement land does not overlap with an area that is the subject of any claims of, or treaty negotiations with, an Other Indigenous Nation.

24. Replacement land that is added to K'ómoks Lands will include ownership of the Subsurface Resources if:

    a. the fee simple interest in K'ómoks Lands that was expropriated by the Federal Expropriating Authority included the Subsurface Resources; and

    b. the Federal Expropriating Authority owns the Subsurface Resources in the replacement land immediately before the transfer of the land to K'ómoks.

TERMS AND CONDITIONS FOR RETURN OF AN EXPROPRIATED INTEREST IN K'ÓMOKS LANDS

25. The terms and conditions of the return of an interest in K'ómoks Lands expropriated by a Federal Expropriating Authority, including:

    a. requirements relating to financial considerations based on market value principles;

    b. the condition of the land to be returned; and

    c. a process for resolving any disputes that may arise at the time of the return relating to the implementation of these terms and conditions,

    will be negotiated by K'ómoks and the Federal Expropriating Authority at the time of the expropriation.

26. If the terms and conditions of the return of an expropriated interest in K'ómoks Lands cannot be agreed to by K'ómoks and the Federal Expropriating Authority, either Canada, acting on behalf of the Federal Expropriating Authority, or K'ómoks may refer the matter to be finally determined by arbitration in accordance with the Dispute Resolution Chapter.

RETURN OF AN INTEREST IN K'ÓMOKS LANDS

27. Where an expropriated interest in a parcel of K'ómoks Lands is no longer required for the purpose for which it was expropriated, the Federal Expropriating Authority, or its successor or assign, will ensure that the interest in land is returned to K'ómoks on the terms and conditions of reversion negotiated under section 25.

28. The return of an interest in K'ómoks Lands under section 27 will not result in Canada or British Columbia assuming financial or other obligations, unless agreed to in writing at the time of the expropriation.

29. Where K'ómoks becomes the registered owner of the fee simple interest in a parcel of land that is returned to K'ómoks under section 27, K'ómoks may give notice to Canada and British Columbia that the parcel is to be added to K'ómoks Lands.

30. Upon receipt by Canada and British Columbia of a notice under section 29, the Parties will:

    a. take the steps required to have the parcel recognized as K'ómoks Lands at the Land Title Office; and

b. amend the applicable Appendix in accordance with paragraph 9 of the Amendment Chapter to reflect the addition of the parcel, and the land will become K'ómoks Lands when the amendment takes effect.

31. The Federal Expropriating Authority or other entity that holds the expropriated interest may decide, without the consent of the Governor-in-Council, that the expropriated interest in land is no longer required and may determine the disposition of any improvements made to the land in a manner consistent with an agreement reached under section 25 or the outcome of arbitration under section 26.

32. Where the expropriated interest in K'ómoks Lands is held by an entity other than the Federal Expropriating Authority, the entity will provide notice to Canada when the interest is no longer required.

DISPUTES

33. Except as otherwise provided in sections 7, 13, 18 and 26 of this Appendix, the Dispute Resolution Chapter does not apply to disputes respecting the interpretation, application or implementation of paragraphs 124 to 129 of the Lands Chapter or this Appendix.

34. For greater certainty, a dispute in relation to a matter under sections 13, 18 or 26 will not delay the expropriation.

35. Without limiting the generality of paragraph 13 of the General Provisions Chapter, this Agreement prevails to the extent of a Conflict with the federal *Expropriation Act* or other Federal Law relating to the expropriation.

APPENDIX P: DISPUTE RESOLUTION PROCEDURES

APPENDIX P
Dispute Resolution Procedures

P-1: Collaborative Negotiation

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter; and

"Section" means a section in this Appendix.

GENERAL

2. Collaborative negotiations commence:

a. on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or

b. in the case of negotiations in the circumstances described in paragraph 5.c of the Chapter, on the date of the first negotiation meeting.

NOTICE

3. A written notice under paragraph 14 of the Chapter requiring the commencement of collaborative negotiations will include the following:

a. the names of the Disputing Parties;

b. a brief summary of the particulars of the Disagreement;

c. a description of the efforts made to date to resolve the Disagreement;

d. the names of the individuals involved in those efforts; and

e. any other information that will assist the Parties in collaborative negotiations.

REPRESENTATION

4. A Participant may attend collaborative negotiations with or without legal counsel.

5. At the commencement of the first negotiation meeting, each Participant will advise the other Participants of any limitations on the authority of its representatives.

NEGOTIATION PROCESS

6. The Participants will convene their first negotiation meeting in collaborative negotiations, other than those described in paragraph 5.c of the Chapter, within 21 days after the commencement of the collaborative negotiations.

7. Before the first scheduled negotiation meeting, the Participants will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of paragraph 25 of the Chapter.

8. For purposes of paragraph 25.a of the Chapter, "timely manner" means disclosure made within 15 days after a request for disclosure by a Participant.

9. The Participants will make a serious attempt to resolve the Disagreement by:

   a. identifying underlying interests;

   b. isolating points of agreement and disagreement;

   c. exploring alternative solutions;

   d. considering compromises or accommodations; and

   e. taking any other measures that will assist in resolution of the Disagreement.

10. No transcript or recording will be kept of collaborative negotiations, but this does not prevent an individual from keeping notes of the negotiations.

CONFIDENTIALITY

11. In order to assist in the resolution of a Disagreement, collaborative negotiations will not be open to the public.

12. The Participants, and all persons, will keep confidential:

   a. all oral and written information disclosed in the collaborative negotiations; and

   b. the fact that this information in Section 12.a has been disclosed.

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

   a. any documents of other Participants produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;

   b. any views expressed, or suggestions made, by any Participants in respect of a possible settlement of the Disagreement;

c. any admissions made by any Participant in the course of the collaborative negotiations, unless otherwise stipulated by the admitting party; and

d. the fact that any Participant has indicated a willingness to make or accept a proposal for settlement.

14. Sections 12 and 13 do not apply:

a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the collaborative negotiation;

b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;

c. if the oral or written information referred to in these Sections is in the public forum; or

d. if disclosure of information is required by Federal Law, Provincial Law or K'ómoks Law, including for the purposes of fulfilling procedural fairness obligations.

15. Before disclosing information under Section 14.d the Party intending to disclose information will notify the other Participants of the information it intends to disclose and provide an opportunity for the recipient of the notice to express any views regarding the proposed disclosure.

RIGHT TO WITHDRAW

16. A Participant may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

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

a. the expiration of:

i. 30 days; or

ii. in the case of collaborative negotiations in the circumstances described in paragraph 5.c of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the Disputing Parties in writing;

b. a Disputing Party withdraws from the collaborative negotiations under Section 16;

c. the Participants agree in writing to terminate the collaborative negotiations; or

d. The Disputing Parties sign a written agreement resolving the Disagreement.

APPENDIX P
Dispute Resolution Procedures

P-2: Mediation

DEFINITIONS

1. In this Appendix:

   "Chapter" means the Dispute Resolution Chapter; and

   "Section" means a section in this Appendix.

GENERAL

2. A mediation commences on the date the Disputing Parties have agreed in writing to use mediation, or are deemed to have agreed to use mediation, under paragraph 23 of the Chapter.

APPOINTMENT OF MEDIATOR

3. A mediation will be conducted by one mediator jointly appointed by the Participants.

4. A mediator will be:

   a. an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the Disagreement; and

   b. independent and impartial.

5. If the Participants fail to agree on a mediator within 15 days after commencement of a mediation, or within 15 days after a mediator's appointment is terminated under Section 10, the Neutral Appointing Authority will make the appointment on the request of a Participant that is copied to the other Participants.

6. Subject to any limitations agreed to by the Participants, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. If at any time a Participant has justifiable doubts as to the mediator's independence or impartiality, the Participant may give the mediator and the other Participants a written notice, with or without reasons, requiring the mediator to withdraw from the mediation.

8. On receipt of a written notice under Section 7, the mediator must immediately withdraw from the mediation.

9. A mediator who is a K'ómoks Member, or related to a K'ómoks Member, must not be required to withdraw under Section 7 solely on the grounds of that membership or relationship.

END OF APPOINTMENT

10. A mediator's appointment terminates if:

    a. the mediator is required to withdraw under Section 8;

    b. the mediator withdraws for any reason; or

    c. All the Participants agree to terminate the appointment.

11. If a mediator's appointment terminates, a replacement will be appointed under Sections 3 to 5 within the required time commencing from the date of termination of the appointment.

REPRESENTATION

12. A Participant may attend a mediation with or without legal counsel.

13. If a mediator is a lawyer, the mediator must not act as legal counsel for any Participant.

14. At the commencement of the first meeting of a mediation, each Participant will advise the mediator and the other Participants of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

15. The Participants will:

    a. make a serious attempt to resolve the Disagreement by:

        i. identifying underlying interests;

        ii. isolating points of agreement and disagreement;

        iii. exploring alternative solutions;

        iv. considering compromises or accommodations; and

b. cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.

16. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the Participants to resolve the Disagreement in a fair, efficient, and cost-effective manner.

17. Within seven days of appointment of a mediator, each Participant will deliver a brief written summary to the mediator of the relevant facts, the issues in the Disagreement, and its viewpoint in respect of them.

18. At the end of the seven-day period in Section 17, the mediator will deliver copies of the written summaries to each Participant.

19. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the Participants.

20. Disclosures made by any Participants to a mediator in private caucus must not be disclosed by the mediator to any other Participant without the consent of the disclosing Participant.

21. No transcript or recording will be kept of a mediation meeting but this does not prevent an individual from keeping notes of the negotiations.

CONFIDENTIALITY

22. In order to assist in the resolution of a Disagreement, a mediation will not be open to the public.

23. The Participants, and all persons, will keep confidential:

a. all oral and written information disclosed in the mediation; and

b. the fact that this information has been disclosed.

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

a. any documents of other Participants produced in the course of the mediation that are not otherwise produced or producible in that proceeding;

b. any views expressed, or suggestions, or proposals made in respect of a possible settlement of the Disagreement;

c. any admissions made by any Participant in the course of the mediation, unless otherwise stipulated by the admitting Participant;

d. any recommendations for settlement made by the mediator; and

e. the fact that any Participant has indicated a willingness to make or accept a proposal or recommendation for settlement.

25. Sections 23 and 24 do not apply:

a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a mediation;

b. if the adjudicator in any proceeding determines that the interests of public or the administration of justice outweigh the need for confidentiality;

c. if the oral or written information referred to in those Sections is in the public forum; or

d. if disclosure of information is required by Federal Law, Provincial Law or K'ómoks Law, including for the purposes of fulfilling procedural fairness obligations.

26. Before disclosing information under Section 25.d the Party intending to disclose information will notify the other Participants of the information it intends to disclose and provide an opportunity for the recipient of the notice to express any views regarding the proposed disclosure.

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

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

REFERRAL OF ISSUES TO OTHER PROCESSES

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

a. the terms of reference for the process;

b. the time within which the process must be concluded; and

c. how the costs of the process are to be allocated to the Participants.

30. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under Section 29.

RIGHT TO WITHDRAW

31. A Participant may withdraw from a mediation at any time in accordance with the process set out in Section 32.

32. Before withdrawing from the mediation a Participant will:

a. give the mediator written notice of its intent to withdraw;

b. speak with the mediator to disclose its reasons for withdrawing; and

c. give the mediator the opportunity to discuss with the Participant the consequences of its withdrawal.

TERMINATION OF MEDIATION

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

a. subject to Section 30, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the Participants in writing;

b. the Participants have agreed in writing to terminate the mediation or not to appoint a replacement mediator under Section 11;

c. a Disputing Party withdraws from the mediation under Section 31; or

d. the Disputing Parties sign a written agreement resolving the Disagreement.

MEDIATOR RECOMMENDATION

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

35. Within 15 days after delivery of a mediator's recommendation under Section 34, the Participants will meet with the mediator to attempt to resolve the Disagreement.

COSTS

36. A Participant withdrawing from a mediation under Section 31 is not responsible for any costs of the mediation that are incurred after the date that Participant's withdrawal takes effect.

APPENDIX P
Dispute Resolution Procedures

P-3: Technical Advisory Panel

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter;

"Panel Member" means a member of the panel;

"Panel" means a technical advisory panel appointed under this Appendix;

"Reference" means a Disagreement that is referred to the panel; and

"Section" means a section in this Appendix.

GENERAL

2. A question of law may not be referred to a Panel.

3. A Reference commences on the date the Disputing Parties have agreed in writing to use a Panel under paragraph 23 of the Chapter.

APPOINTMENT OF PANEL MEMBERS

4. A Panel will have three Panel Members unless the Participants agree on a Panel of five Panel Members.

5. A Panel Member will have scientific or technical skills and knowledge, which may include K'ómoks knowledge, about the subject matter or issues of the Disagreement.

6. If there are two Participants, the Panel will have:

   a. three Panel members, in which case each Participant will appoint one Panel Member and the two appointed Panel Members will jointly appoint the third Panel Member; or

   b. five Panel Members, in which case each Participant will appoint two Panel Members and the four appointed Panel Members will jointly appoint the fifth Panel Member.

7. If there are three Participants, the Panel will have:

a. three Panel Members, in which case each Participant will appoint one Panel Member; or

b. five Panel Members, in which case each Participant will appoint one Panel Member and the three appointed Panel Members will jointly appoint the fourth and fifth Panel Members.

8. In the appointment procedures under Sections 6 and 7, if:

a. a Participant fails to appoint the required number of Panel Members within 30 days after commencement of the Reference; or

b. the appointing Panel Members fail to appoint the required number of additional Panel Members within 15 days after the last appointing Panel Member was appointed,

the required appointments will be made by the Neutral Appointing Authority on the written request of a Participant that is copied to the other Participants.

END OF APPOINTMENT

9. The appointment of a Panel Member terminates where:

a. the Panel Member withdraws for any reason;

b. the Participant who appointed the Panel Member terminates their appointment; or

c. the Participants agree to the termination of a Panel Member appointed under Section 6.b, 7.b, or 8.

10. Subject to Section 11, if the appointment of a Panel Member terminates, a replacement Panel Member will be appointed under Section 6 or 7, as applicable, within the required time commencing from the termination of the former Panel Member's appointment.

11. A Participant may elect not to replace a Panel Member it had appointed but the Participant may not withdraw from the Reference except as permitted under Sections 29 to 32.

TERMS OF REFERENCE

12. Within 15 days after the last Panel Member is appointed, the Participants will provide the Panel with written terms of reference that will include at least:

a. the Disputing Parties and any other Participants;

b. the subject matter or issues of the Disagreement;

c. the kind of assistance that the Participants request from the Panel, including providing advice, finding facts, conducting, evaluating and reporting on studies and making determinations or recommendations;

d. the time period within which the Participants request the assistance to be provided;

e. the time within which the Panel will provide the Participants with the budget described in Section 14 and 15;

f. a schedule for when the Panel will provide the Participants with written interim reports on its progress and related expenditures under the budget described in Section 14 as they relate to that progress;

g. any limitations on the application of Sections 35 to 41 to the Reference;

h. the time period by which the Panel will provide the Participants with its final written report.

13. The Participants may discuss the proposed terms of reference with the Panel before they are finally settled.

14. Within the time referred to in Section 12.f, the Panel will provide the Participants with a budget for the costs of conducting the Reference, including:

a. fees to be paid to the Panel Members who have been jointly appointed;

b. costs of required travel, food and accommodation of Panel Members who have been jointly appointed;

c. costs of any required administrative assistance; and

d. costs of any studies.

15. The Participants will consider the budget submitted by the Panel and approve that budget with any amendments agreed by the Participants before the Panel undertakes any activities under the Reference.

16. Subject to paragraph 42 of the Chapter, the Participants are not responsible for any costs incurred by the Panel that are in excess of those approved under Section 15, and the Panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the Participants.

17. The Participants may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the Panel.

CONDUCT OF REFERENCE

18. The Participants will:

    a. cooperate fully with the Panel;

    b. comply with any requests made by the Panel as permitted or required under this Appendix; and

    c. give prompt attention to and respond to all communications from the Panel.

19. Subject to its terms of reference and approved budget, the Panel may conduct its Reference using any procedure it considers necessary or appropriate, including holding a hearing.

20. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the Panel specifies, after consultation with the Participants.

21. If a hearing is held, the Panel will give the Participants reasonable written notice of the hearing date, which written notice will not be fewer than seven days.

22. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.

23. The legal rules of evidence do not apply to a hearing before the Panel.

24. The Panel will give the Participants the interim and final written reports specified in its terms of reference within the required times.

25. Interim and final written Panel reports are not binding on the Participants.

PANEL BUSINESS

26. A Panel will appoint one of its Panel Members to act as chair of the Panel.

27. The chair of a Panel is responsible for all communications between the Panel, the Participants and any other person to whom the Panel wishes to communicate, but this does not preclude a Panel Member from communicating informally with a Participant.

28. A Panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:

a. if consensus is not possible, by actions approved by a majority of its Panel Members; or

b. if a majority is not possible, by actions approved by the chair of the Panel.

RIGHT TO WITHDRAW

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

a. after receipt of an interim report; or

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

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

30. If one of three Participants to a Reference is not satisfied with the progress of the Reference:

a. after receipt of an interim report; or

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

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

31. Two Participants who receive a notice under Section 30 will advise the Panel in writing that they have agreed:

a. to terminate the Reference; or

b. to continue the Reference.

32. If no Participant gives a notice under Sections 29 or 30 within 10 days after:

a. receipt of an interim report; or

b. the time required to submit an interim report,

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

33. No Participant may withdraw from a Reference except as permitted under Sections 29 to 32.

CONFIDENTIALITY

34. The Participants may, by agreement recorded in the terms of reference of the Panel in Section 12, limit the application of all or any part of Sections 35 to 41 in a Reference.

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

36. The Participants, and all persons, will keep confidential:

    a. all oral and written information disclosed in the Reference; and

    b. the fact that this information has been disclosed.

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

    a. any documents of other Participants produced in the course of the Reference that are not otherwise produced or producible in that proceeding;

    b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;

    c. any admissions made by any Participant in the course of the Reference, unless otherwise stipulated by the admitting Participant;

    d. the fact that any Participant has indicated a willingness to make or accept a proposal or recommendation for settlement; and

    e. any reports of the Panel.

38. Sections 36 and 37 do not apply:

    a. in any proceeding for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the Reference;

    b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;

    c. if the oral or written information referred to in those Sections is in the public forum; or

d. if disclosure of information is required by Federal Law, Provincial Law or K'ómoks Law, including for the purposes of fulfilling procedural fairness obligations.

39. Before disclosing information under Section 38.d the Participant intending to disclose information will notify the other Participants of the information it intends to disclose and provide an opportunity for the recipient of the notice to express any views regarding the proposed disclosure.

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

41. A Panel Member, or anyone retained or employed by the Panel Member, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a Participant to the Reference.

ATTEMPT TO RESOLVE AFTER REPORT

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

43. If the Participants and the Panel agree, the Panel Members may attend the meeting under Section 42, and provide any necessary assistance to the Participants.

TERMINATION OF REFERENCE TO PANEL

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

a. the Reference has been terminated as permitted under Section 29 or 31;

b. the expiration of 30 days after receipt of the final report of the Panel, or any longer period agreed by the Participants in writing; or

c. the Disputing Parties sign a written agreement resolving the Disagreement.

COSTS

45. A Participant is not responsible for sharing any costs of the Reference that were incurred after the date that Participant notified the other Participant or Participants, under Section 30, of its withdrawal from the Reference.

APPENDIX P
Dispute Resolution Procedures

P-4: Neutral Evaluation

DEFINITION

1. In this Appendix:

   "Chapter" means the Dispute Resolution Chapter; and

   "Section" means a section in this Appendix.

GENERAL

2. A neutral evaluation commences on the date that the Disputing Parties have agreed in writing to use neutral evaluation under paragraph 23 of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

3. A neutral evaluation will be conducted by one individual jointly appointed by the Participants.

4. A neutral evaluator will be:

   a. experienced or skilled in the subject matter or issues of the Disagreement; and

   b. independent and impartial.

5. If the Participants fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the Neutral Appointing Authority on the written request of a Participant that is copied to the other Participants.

6. Subject to any limitations agreed to by the Participants, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

7. At any time a Participant has justifiable doubts as to the neutral evaluator's independence or impartiality, the Participant may give the neutral evaluator and the other Participants a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation.

8. On receipt of a written notice under Section 7, the neutral evaluator must immediately withdraw from the neutral evaluation.

9. An individual who is a K'ómoks Member, or related to a K'ómoks Member, will not be required to withdraw under Section 7 solely on the grounds of that membership or relationship.

END OF APPOINTMENT

10. A neutral evaluator's appointment terminates if:

    a. the neutral evaluator is required to withdraw under Section 7;

    b. the neutral evaluator withdraws from office for any reason; or

    c. the Participants agree to the termination.

11. If a neutral evaluator's appointment terminates, a replacement will be appointed under Sections 3 to 5 within the required time commencing from the date of the termination of the appointment.

COMMUNICATIONS

12. Except with respect to administrative details or a meeting under Section 33, the Participants will not communicate with the neutral evaluator:

    a. orally except in the presence of all Participants; or

    b. in writing without immediately sending a copy of that communication to all Participants.

13. Section 12 also applies to any communication by a neutral evaluator to the Participants.

CONDUCT OF NEUTRAL EVALUATION

14. The Participants will:

    a. cooperate fully with the neutral evaluator;

    b. comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and

    c. give prompt attention to and respond to all communications from the neutral evaluator.

15. A neutral evaluation will be conducted only on the basis of documents submitted by the Participants under Section 20 unless the Participants agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.

16. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the Participants.

17. If a hearing is held, the neutral evaluator must give the Participants reasonable written notice of the hearing date, which notice will not be less than seven days.

18. No transcript or recording will be kept of a hearing, but this does not prevent an individual attending the hearing from keeping notes of the hearing.

19. The legal rules of evidence do not apply to a neutral evaluation.

20. Within 15 days after the appointment of a neutral evaluator, each Participant will deliver to the other Participants and to the neutral evaluator a written submission respecting the Disagreement, including facts upon which the Participants agree or disagree, and copies of any documents, affidavits and exhibits on which the Participant relies.

21. Within 21 days after the appointment of a neutral evaluator, a Participant may submit a reply to the submission of any other Participant and, in that event, will provide copies of the reply to the other Participants and the neutral evaluator.

22. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in K'ómoks Lands under section 8 of Appendix O-2 the following abridgement of time limits apply to the neutral evaluation process unless the Parties agree otherwise in writing:

    a. under Section 20, written submissions must be delivered within 28 days after the commencement of a neutral evaluation;

    b. under Section 21, replies must be delivered within 35 days after the commencement of a neutral evaluation;

    c. under Section 16, if a hearing is held it must be held within 45 days after the commencement of a neutral evaluation; and

    d. under Section 31, the neutral evaluator will deliver a written opinion within 60 days after the commencement of a neutral evaluation.

CONFIDENTIALITY

23. In order to assist in the resolution of the Disagreement, a neutral evaluation will not be open to the public.

24. The Participants, and all persons, will keep confidential:

    a. all oral and written information disclosed in the neutral evaluation; and

b. the fact that this information has been disclosed.

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

a. any documents of other Participants produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;

b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;

c. any admissions made by any Participant in the course of the neutral evaluation, unless otherwise stipulated by the admitting Participant;

d. the fact that any Participant has indicated a willingness to make or accept a proposal for settlement; and

e. subject to Section 30, the opinion of the neutral evaluator.

26. Sections 24 and 25 do not apply:

a. in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of a neutral evaluation;

b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or

c. if the oral or written information is in the public forum; or

d. if disclosure of information is required by Federal Law, Provincial Law or K'ómoks Law, including for the purposes of fulfilling procedural fairness obligations.

27. Before disclosing information under Section 26.d the Participant intending to disclose information will notify the other Participants of the information it intends to disclose and provide an opportunity for the recipient of the notice to express any views regarding the proposed disclosure.

28. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that individual as a result of a neutral evaluation under this Appendix, and all Parties will oppose any effort to have that person or that information subpoenaed.

29. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the neutral evaluation.

30. Notwithstanding Sections 24 to 27, after an Arbitral Tribunal has delivered its final Arbitral Award, or a court has referred its decision, in respect of a Disagreement, a Participant, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the Arbitral Tribunal or the court a copy of:

    a. the neutral evaluator's opinion respecting that Disagreement; or

    b. the neutral evaluator's notice of termination under Section 7.

NON-BINDING OPINION

31. Within 21 days after the later of:

    a. delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or

    b. completion of a hearing,

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

32. An opinion under Section 31 is not binding on the Participants.

ATTEMPT TO RESOLVE AFTER OPINION

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

34. If the Participants and the neutral evaluator agree, the neutral evaluator may attend a meeting under Section 33, and provide any necessary assistance to the Participants.

FAILURE TO COMPLY

35. If a Participant fails to participate in the neutral evaluation as contemplated in Sections 14 to 22, the neutral evaluator may:

    a. provide an opinion based solely upon the information and submissions they have obtained; or

    b. give a written notice of termination of the neutral evaluation,

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

TERMINATION OF NEUTRAL EVALUATION

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

a. the neutral evaluator gives a notice of termination under Section 35.b;

b. the expiration of 30 days after receipt of an opinion under Section 31 or 35, as the case may be, or any longer period agreed by the Participants;

c. the Disputing Parties agree in writing to terminate the neutral evaluation; or

d. the Disputing Parties sign a written agreement resolving the Disagreement.

COSTS

37. A Participant that has failed to participate in a neutral evaluation as contemplated in Sections 14 to 22 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

APPENDIX P
Dispute Resolution Procedures

P-5: Community Advisory Council

DEFINITIONS

1. In this Appendix:

"Chapter" means the Dispute Resolution Chapter;

"Council" means the community advisory council appointed under this Appendix;

"Community Advisor" means a member of the Council;

"Reference" means a reference of a Disagreement to the Council; and

"Section" means a section in this Appendix.

GENERAL

2. A Reference commences on the date the Disputing Parties have agreed in writing to use a Council under paragraph 23 of the Chapter.

APPOINTMENT OF COMMUNITY ADVISORY COUNCIL

3. Within 30 days after a Reference has commenced, each Participant will appoint at least one, but not more than three, Community Advisors to the Council.

4. Preferably, the Community Advisors will be individuals who:

   a. are recognized in their respective communities as wise, tolerant, personable and articulate, and who:

      i. are often sought out for counsel or advice; or

      ii. have a record of distinguished public service; and

   b. are available to devote the time and energy as required to provide the assistance described in this Appendix.

END OF APPOINTMENT

5. Unless an Community Advisor:

a. has requested to be relieved of their appointment due to a conflict of interest or otherwise; or

b. is not able to fulfill their duties, due to incapacity or otherwise,

the Community Advisor's appointment to the Council may not be terminated until termination of the Reference in which the Community Advisor is involved.

6. If a Community Advisor's appointment is terminated in the circumstances described in Section 5 and that Community Advisor was the only Community Advisor of the Council appointed by a Participant to the Reference, that Participant will replace the Community Advisor within seven days.

7. If a Community Advisor's appointment is terminated in the circumstances described in Section 5 and that Community Advisor was not the only Community Advisor of the Council appointed by a Participant to the Reference, that Participant may replace the Community Advisor but the replacement will be made within seven days.

CONDUCT OF REFERENCE

8. In a Reference, the Participants will cooperate fully with the Council, and give prompt attention to, and respond to, all communications from the Council.

9. Notwithstanding Section 8, a Participant is not required to disclose to the Council or provide it with any information that the Participant would not be required to disclose in any arbitral or judicial proceedings in respect of the Disagreement.

10. The Council is expected to conduct itself informally in order that the Participants may take full advantage of the Council's support to resolve the Disagreement.

11. The Council may establish its own process to suit the particular circumstances of a Reference including meeting with the Participants together or separately, conducting informal interviews or inquiries and facilitating settlement negotiations.

12. The Council will give the Participants its final advice or recommendations on a Disagreement referred to it within 120 days after the commencement of the Reference.

13. The Council may provide its advice simultaneously to the Participants orally or in writing.

14. The Council may, by unanimous decision, extend the time for giving advice or recommendations under Section 12, on one occasion only, to a maximum of 60 additional days.

15. The advice or recommendations of the Council are not binding on the Participants.

16. Subject to any limitations agreed to by the Participants, the Council may employ reasonable and necessary administrative or other support services.

RIGHT TO WITHDRAW

17. A Participant may not withdraw from a Reference until its conclusion unless all the Participants agree in writing.

CONFIDENTIALITY

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

19. The Participants, and all persons, will keep confidential:

    a. all oral and written information disclosed in the Reference; and

    b. the fact that this information has been disclosed.

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

    a. any documents of other Participants produced in the course of the Reference that are not otherwise produced or producible in that proceeding;

    b. any views expressed, or suggestions made, in respect of a possible settlement of the Disagreement;

    c. any admissions made by any Participant in the course of the Reference, unless otherwise stipulated by the admitting Participant;

    d. any advice or recommendations made by a Community Advisor or the Council; and

    e. the fact that any Participant has indicated a willingness to make or accept any advice or recommendation for settlement.

21. Sections 19 and 20 do not apply:

    a. in any proceedings for the enforcement or setting aside of an agreement resolving the Disagreement that was the subject of the Reference;

    b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;

c. if the oral or written information referred to in those Sections is in the public forum; or

d. if disclosure of information is required by Federal Law, Provincial Law or K'ómoks Law, including for the purposes of fulfilling procedural fairness obligations.

22. Before disclosing information under Section 21.d the Participant intending to disclose information will notify the other Participants of the information it intends to disclose and provide an opportunity for the recipient of the notice to express any views regarding the proposed disclosure.

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

24. A Community Advisor, or anyone retained or employed by the Council, is disqualified as a consultant or expert in any proceeding relating to the Disagreement, including any proceeding that involves persons not a party to the Reference.

DECISION-MAKING

25. The Council will make its best efforts to reach consensus among the Community Advisors before taking any action or giving any advice under the Reference.

26. The council may not take any action under Section 12 unless at least one Community Advisor appointed by each Participant expressly agrees with the action taken.

TERMINATION OF REFERENCE

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

a. the Council gives the Participants its advice under Section 12;

b. the expiration of the applicable time period in Section 12 or 14; or

c. the Disputing Parties sign a written agreement resolving the Disagreement.

APPENDIX P
Dispute Resolution Procedures

P-6: Arbitration

DEFINITIONS

1. In this Appendix:

"Applicant" means:

i. in an arbitration commenced under paragraph 28 of the Chapter, the Disputing Party that delivered the notice of arbitration; and

ii. in an arbitration commenced under paragraph 29 of the Chapter, the Disputing Party that the Disputing Parties have agreed will be the applicant in the agreement to arbitrate;

"Arbitration Agreement" includes:

i. the requirement to refer to arbitration Disagreements described in paragraph 28 of the Chapter; and

ii. an agreement to arbitrate a Disagreement as described in paragraph 29 of the Chapter;

"Chapter" means the Dispute Resolution Chapter;

"Respondent" means a Participant other than the Applicant;

"Section" means a section of this Appendix;

"Supreme Court" means the Supreme Court of British Columbia; and

"Tribunal Member" means a member of the Arbitral Tribunal appointed under the Appendix.

GENERAL

2. A reference in this Appendix, other than in Section 89 or 124.a, to a claim applies to a counterclaim, and a reference in this Appendix to a defence applies to a defence to a counterclaim.

3. Notwithstanding paragraph 2 of the Chapter, the Participants may not vary Section 55 or 99.

COMMUNICATIONS

4. Except in respect of administrative details, the Participants will not communicate with the Arbitral Tribunal:

   a. orally, except in the presence of all other Participants; or

   b. in writing, without immediately sending a copy of that communication to all other Participants.

5. Section 4 also applies to any communication by the Arbitral Tribunal to the Participants.

WAIVER OF RIGHT TO OBJECT

6. A Party will be deemed to have waived its right to object where it knows that:

   a. any provision of this Appendix; or

   b. any requirement under the Agreement or an Arbitration Agreement,

   has not been complied with, and yet proceeds with the arbitration without stating its objection to noncompliance without undue delay or, if a time limit is provided for stating that objection, within that period of time.

7. In Section 6.a "any provision of this Appendix" includes any provision of this Appendix which the Participants have agreed to vary.

EXTENT OF JUDICIAL INTERVENTION

8. In matters governed by this Appendix:

   a. no court shall intervene except as provided in this Appendix; and

   b. no arbitral proceedings of an Arbitral Tribunal, or an order, ruling or Arbitral Award made by an Arbitral Tribunal will be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in the Agreement or this Appendix.

CONSTRUCTION OF APPENDIX

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

STAY OF LEGAL PROCEEDINGS

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

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

    a. the Arbitration Agreement is null and void, inoperative or incapable of being performed; or

    b. the legal proceedings are permitted under the Chapter.

12. An arbitration may be commenced or continued, and an Arbitral Award made, even if an application has been brought under Section 10, and the issue is pending before the court.

INTERIM MEASURES BY COURT

13. It is not incompatible with an Arbitration Agreement for a Participant to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in paragraph 13 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

14. The arbitral proceedings in respect of a Disagreement:

    a. required to be arbitrated as set out in paragraph 28 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or

    b. agreed to be arbitrated as set out in paragraph 29 of the Chapter, commences on the date of the Arbitration Agreement.

NOTICE OF ARBITRATION

15. A notice of arbitration under paragraph 28 of the Chapter must be in writing and contain the following information:

    a. a statement of the subject matter or issues of the Disagreement;

    b. a requirement that the Disagreement be referred to arbitration;

    c. the remedy sought;

d. the number of arbitrators; and

e. any preferred qualifications of the arbitrators.

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

ARBITRATORS

17. In an arbitration:

a. required to be arbitrated as set out in paragraph 28 of the Chapter, there will be three arbitrators; and

b. agreed to be arbitrated as set out in paragraph 29 of the Chapter, there will be one arbitrator.

18. All arbitrators:

a. will be independent and impartial; and

b. preferably, will have knowledge of, or experience in, the subject matter or issues of the Disagreement.

19. A single arbitrator or a chair of an Arbitral Tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure.

APPOINTMENT OF ARBITRATORS

20. A Participant proposing the name of an arbitrator will also submit a copy of that individual's resume and the statement that individual is required to make under Section 27.

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

22. In an arbitration with three arbitrators and two Participants:

a. each Participant will appoint one arbitrator, and the two appointed arbitrators will jointly appoint the third arbitrator; and

b. the three arbitrators will select a chair from among themselves having regard to the qualifications of a chair as set out in Section 19.

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

    a. a Participant fails to appoint an arbitrator within 30 days after receipt of a request to do so from the other Participant;

    b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed; or

    c. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

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

24. In an arbitration with three arbitrators and three Participants:

    a. the three Participants will jointly appoint the three arbitrators; and

    b. the three arbitrators will select a chair from among themselves having regard to the qualifications of a chair as set out in Section 19.

25. In the appointment procedure under Section 24, if:

    a. the three Participants fail to agree on the three arbitrators within 60 days after the commencement of the arbitration; or

    b. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

    the applicable appointments will be made by the Neutral Appointing Authority, on the request of a Participant copied to the other Participants.

26. The Neutral Appointing Authority, in appointing an arbitrator or chair, will have due regard to:

    a. any qualifications set out in Sections 18 or 19 or as otherwise agreed in writing by the Participants; and

    b. other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUNDS FOR CHALLENGE

27. When an individual is approached in connection with a possible appointment as an arbitrator, that individual will provide to the Participants a written statement:

a. disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or

b. advising that the individual is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.

28. An arbitrator, from the time of appointment and throughout the arbitral proceedings, will, without delay, disclose to the Participants any circumstances referred to in Section 27 unless the Participants have already been informed of them.

CHALLENGE OF ABRITRATOR

29. A Participant may challenge an arbitrator only if:

a. circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or

b. the arbitrator does not possess the qualifications set out in Sections 18 and 19 or as otherwise agreed in writing by the Participants.

30. A Participant may only challenge an arbitrator appointed by that Participant, or in whose appointment that Participant has participated, for reasons under Section 29 that the Participant becomes aware of after the appointment has been made.

31. An individual who is a K'ómoks Member, or related to a K'ómoks Member, may not be challenged under Section 29 solely on the grounds of that membership or relationship.

32. A Participant may challenge an arbitrator by sending a written statement of the reasons for the challenge to the Arbitral Tribunal within 15 days after becoming aware of the constitution of the Arbitral Tribunal, or after becoming aware of any circumstances referred to in Section 29.

33. Unless the arbitrator challenged under Section 32 withdraws from office, or the other parties agree to the challenge, the Arbitral Tribunal will decide on the challenge and provide the Participants written notice of the decision.

34. If a challenge under any procedure agreed upon by the Participants or under the procedure under Section 32 is not successful, the challenging Participant, within 30 days after having received written notice of the decision rejecting the challenge, may request the Neutral Appointing Authority to decide on the challenge.

35. The decision of the Neutral Appointing Authority under Section 34 is final and is not subject to appeal.

36. While a request under Section 34 is pending, the Arbitral Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an Arbitral Award unless:

    a. the costs occasioned by proceeding before the decision of the Neutral Appointing Authority is made would unduly prejudice the Participants; or

    b. the Participants agree otherwise.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

37. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.

38. If a controversy remains concerning any of the grounds referred to in Section 37, a Participant may request the Neutral Appointing Authority to decide on the termination of the mandate of the arbitrator.

39. In addition to the circumstances referred to under Sections 32 to 34, and 37, the mandate of an arbitrator terminates:

    a. if the arbitrator withdraws from office for any reason; or

    b. by written agreement of the Participants.

40. If the mandate of an arbitrator terminates, a replacement arbitrator will be appointed under Sections 20 to 26, as applicable.

41. If a single or chairing arbitrator is replaced, any hearings previously held will be repeated and the replacement arbitrator will review any previous award made under Section 36.

42. If an arbitrator other than a single or chairing arbitrator is replaced, any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.

43. An order or ruling of the Arbitral Tribunal made before the replacement of an arbitrator under Section 40 is not invalid solely because there has been a change in the composition of the Arbitral Tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

44. An Arbitral Tribunal may rule on its own jurisdiction.

45. A plea that an Arbitral Tribunal does not have jurisdiction will be raised no later than the submission of the statement of defence.

46. A Participant is not precluded from raising a plea under Section 45 by the fact that the Participant has appointed, or participated in the appointment of, an arbitrator.

47. A plea that an Arbitral Tribunal is exceeding the scope of its jurisdiction will be made as soon as the matter alleged to be beyond the scope of its jurisdiction is raised during the arbitral proceedings.

48. An Arbitral Tribunal may, in either of the cases referred to in Section 45 or 47, admit a later plea if it considers the delay justified.

49. An Arbitral Tribunal may rule on a plea referred to in Section 45 or 47 either as a preliminary question or in the Arbitral Award.

50. If an Arbitral Tribunal rules as a preliminary question that it has jurisdiction, any Participant, within 15 days after having received written notice of that ruling, may request the Supreme Court to decide the matter.

51. A decision of the Supreme Court under Section 50 is final and is not subject to appeal.

52. While a request under Section 50 is pending, an Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:

    a. the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the Participants; or

    b. the Participants agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

53. Unless otherwise agreed by the Participants, the Arbitral Tribunal may, at the request of a Participant, order a Participant to take any interim measure of protection as the Arbitral Tribunal may consider necessary in respect of the subject matter of the Disagreement.

54. The Arbitral Tribunal may require a Participant to provide appropriate security in connection with a measure ordered under Section 53.

EQUAL TREATMENT OF PARTIES

55. The Participants will be treated with equality and each Participant will be given a full opportunity to present its case.

DETERMINATION OF RULES OF PROCEDURE

56. Subject to this Appendix, the Participants may agree on the procedure to be followed by the Arbitral Tribunal in conducting the arbitral proceedings.

57. Where the Participants do not agree to a procedure under Section 56, the Arbitral Tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.

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

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

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

    a. set out in this Appendix, except the period specified in Section 108; or

    b. established by the Arbitral Tribunal.

PRE-HEARING MEETING

61. Within 10 days after the Arbitral Tribunal is established, and where applicable a chair is selected, the Arbitral Tribunal will convene a pre-hearing meeting of the Participants to reach agreement and to make any necessary orders on:

    a. any procedural issues arising under this Appendix;

    b. the procedure to be followed in the arbitration;

    c. the time periods for taking steps in the arbitration;

    d. the scheduling of hearings or meetings, if any;

    e. any preliminary applications or objections; and

    f. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.

62. The Arbitral Tribunal will prepare and distribute promptly to the Participants a written record of all the decisions and orders made at the pre-hearing meeting.

63. The Arbitral Tribunal may conduct the pre-hearing meeting by video conference or in any manner it considers appropriate.

PLACE OF ARBITRATION

64. The arbitration will take place in British Columbia.

65. Notwithstanding Section 64, an Arbitral Tribunal may meet at any place it considers appropriate for consultation among the Tribunal Members, for hearing witnesses, experts or the Participants, for inspection of documents, goods or other personal property, or for viewing physical locations.

LANGUAGE

66. If the Arbitral Tribunal determines that it was necessary or reasonable for a Participant to incur the costs of translating documents and oral presentations in the circumstances of a particular Disagreement, the Arbitral Tribunal, on application of a Participant, may order that any of the costs of that translation be included in the costs of the arbitration under paragraph 42 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

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

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

69. Each Participant will attach to its statement a list of documents:

    a. upon which the Participant intends to rely; and

    b. which describes each document by kind, date, author, addressee and subject matter.

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

    a. the delay in making it; and

    b. any prejudice suffered by the other Participants.

71. The Participants will deliver copies of all amended, supplemented or new documents delivered under Section 70 to all the Parties.

DISCLOSURE

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

a. have not been listed under Section 69;

b. the Participant has in its care, custody or control; and

c. the Arbitral Tribunal considers to be relevant.

73. Each Participant will allow all other Participants the necessary access at reasonable times to inspect and take copies of all documents that it has listed under Section 69, or that the Arbitral Tribunal has ordered to be produced under Section 72.

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

75. Not later than 21 days before a hearing commences, each Participant will give all other Participants:

a. the name and address of any witness and a written summary of the witness's evidence; and

b. in the case of an expert witness, a written statement or report prepared by the expert witness.

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

HEARINGS AND WRITTEN PROCEEDINGS

77. Subject to Section 78, the arbitral tribunal will decide whether to:

a. hold hearings for the presentation of evidence or for oral argument; or

b. conduct the proceedings on the basis of documents and other materials.

78. Unless the Participants have agreed that no hearings will be held, the Arbitral Tribunal must hold hearings at an appropriate stage of the proceedings, if so requested by a Participant.

79. The Arbitral Tribunal will give the Participants sufficient advance written notice of any hearing or meeting of the Arbitral Tribunal for the purpose of inspecting documents, goods or other property or viewing any physical location.

80. All statements, documents or other information supplied to, or applications made to, the Arbitral Tribunal by one Participant will be communicated to all other Participants, and

any expert report or evidentiary document on which the Arbitral Tribunal may rely in making its decision must be communicated to the Participants.

81. Unless ordered by the Arbitral Tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the Arbitral Tribunal, are open to the public.

82. The Arbitral Tribunal will schedule hearings to be held on consecutive days until completion, unless the Participants otherwise agree.

83. All oral evidence will be taken in the presence of the Arbitral Tribunal and all the Participants unless a Participant is absent by default or has waived the right to be present.

84. The Arbitral Tribunal may order any individual to be examined by the Arbitral Tribunal under oath or on affirmation in relation to the Disagreement and to produce before the Arbitral Tribunal all relevant documents within the individual's care, custody or control.

85. The document assemblies delivered under Section 76 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a Participant may challenge the admissibility of any document so introduced.

86. If the Arbitral Tribunal considers it just and reasonable to do so, the Arbitral Tribunal may permit a document that was not previously listed under Section 69, or produced as required under Section 72 or 76, to be introduced at the hearing, but the Arbitral Tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.

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

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

DEFAULT OF A PARTICIPANT

89. If, without showing sufficient cause, the Applicant fails to communicate its statement of claim in accordance with Section 67, the Arbitral Tribunal may terminate the proceedings.

90. If, without showing sufficient cause, a Respondent fails to communicate its statement of defence in accordance with Section 68, the Arbitral Tribunal will continue the proceedings without treating that failure in itself as an admission of the Applicant's allegations.

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

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

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

93. After consulting the Participants, the Arbitral Tribunal may:

    a. appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal; and

    b. for that purpose, require a Participant to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.

94. The Arbitral Tribunal will give a copy of the expert's report to the Participants who will have an opportunity to reply to it.

95. If a Participant so requests, or if the Arbitral Tribunal considers it necessary, the expert will, after delivery of a report, participate in a hearing where the Participants will have the opportunity to cross examine the expert and to call any evidence in rebuttal.

96. If a Participant requests, the expert will:

    a. make available to that Participant for examination all documents, goods or other property in the expert's possession that were provided to the expert in order to prepare a report; and

    b. provide that Participant with a list, including the location of all documents, goods or other personal property or land not in the expert's possession but to which the expert was given access in order to prepare a report.

LAW APPLICABLE TO SUBSTANCE OF DISAGREEMENT

97. An Arbitral Tribunal will decide the Disagreement in accordance with the law.

98. If the Participants have expressly authorized it to do so, an Arbitral Tribunal may decide the Disagreement based upon equitable considerations.

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

100. Before a final Arbitral Award is made:

a. an Arbitral Tribunal; or

b. a Participant, with the agreement of the other Participants,

may refer a question of law to the Supreme Court for a ruling.

101. A Participant may appeal:

a. a decision of the Supreme Court under Section 100 to the British Columbia Court of Appeal, with leave of the British Columbia Court of Appeal; and

b. a decision of the British Columbia Court of Appeal under Section 101(a) to the Supreme Court of Canada, with leave of the Supreme Court of Canada.

102. While any decision of a court under Section 100 or any appeal under Section 101 is pending, the Arbitral Tribunal may continue the arbitral proceedings and make an Arbitral Award unless:

a. the costs occasioned by proceeding before any applicable ruling is made would unduly prejudice the Participants; or

b. the Participants agree otherwise.

DECISION MAKING BY PANEL OF ARBITRATORS

103. In arbitral proceedings with more than one arbitrator, any decision of the Arbitral Tribunal will be made by a majority of all Tribunal Members.

104. If there is no majority decision on a matter to be decided, the decision of the chair of the Arbitral Tribunal is the decision of the Arbitral Tribunal.

105. Notwithstanding Section 103, if authorized by the Participants or all Tribunal Members, questions of procedure may be decided by the chair of the Arbitral Tribunal.

SETTLEMENT

106. If, during arbitral proceedings, the Participants settle the Disagreement, the Arbitral Tribunal will terminate the proceedings and, if requested by the Participants, will record the settlement in the form of an Arbitral Award on agreed terms.

107. An Arbitral Award on agreed terms:

a. will be made in accordance with Sections 109 to 111;

b. will state that it is an Arbitral Award; and

c. has the same status and effect as any other Arbitral Award on the substance of the Disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

108. An Arbitral Tribunal will make its final award as soon as possible and, in any event, no later than 60 days after:

a. the hearings have closed; or

b. the final submission has been made,

whichever is the later date.

109. An Arbitral Award will be made in writing, and be signed by all of the Tribunal Members.

110. An Arbitral Award will state the reasons upon which it is based, unless:

a. the Participants have agreed that no reasons are to be given; or

b. the award is an Arbitral Award on agreed terms under Section 106 and 107.

111. A signed copy of an Arbitral Award must be delivered to all the Parties by the Arbitral Tribunal.

112. At any time during the arbitral proceedings, an Arbitral Tribunal may make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.

COSTS

113. An Arbitral Tribunal may award interest on costs awarded under Sections 114 and 116.

114. The costs of an arbitration are in the discretion of the Arbitral Tribunal which, in making an order for costs:

a. may include as costs:

i. the fees and expenses of the arbitrators and expert witnesses;

ii. legal fees and expenses of the Participants;

iii. any administration fees of a Neutral Appointing Authority; or

iv. any other expenses incurred in connection with the arbitral proceedings; and

b. will specify:

i. the Participant entitled to costs;

ii. the Participant who will pay the costs;

iii. subject to Section 115, the amount of costs or method of determining that amount; and

iv. the manner in which the costs will be paid.

115. For purposes of Section 114, Arbitral Tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a Participant, and if the legal services were provided by an employee or employees of that Participant, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

116. Notwithstanding Section 114, and in accordance with paragraph 19 of the Periodic Renewal and Orderly Process Chapter, an Arbitral Tribunal will award the following costs against any Party that it determines has not participated in a Periodic Renewal in good faith:

a. costs incurred in connection with the arbitral proceedings; and

b. costs incurred in connection with the Periodic Renewal.

117. An order for costs under Section 116.a will be comprised of the following costs:

a. the fees and expenses of the arbitrators and expert witnesses;

b. legal fees and expenses of the Parties;

c. any administration fees of a Neutral Appointing Authority, if applicable; and

d. any other expenses incurred in connection with the arbitral proceedings.

118. An order for costs awarded under Section 116.b will be comprised, as determined by the Arbitral Tribunal, of the cost of the legal fees and expenses and other reasonable expenses of the Parties incurred in connection with or wasted as a result of a Party's failure to participate in Periodic Renewal in good faith.

119. An order for costs under Section 116 will specify:

a. the Party entitled to costs;

b. the Party who will pay the costs;

c. subject to Section 120, the amount of costs or method of determining that amount; and

d. the manner in which the costs will be paid.

120. For the purposes of Section 116, an Arbitral Tribunal will award 100% of the reasonable and necessary legal fees and expenses that were actually incurred by a Party in the arbitral proceedings and the Periodic Renewal, and where the legal services were provided by an employee or employees of that Party, the Arbitral Tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

121. An Arbitral Tribunal may, in its discretion, include in any order of costs that it may make under Section 116 an additional financial penalty of up to three times the amount of the total costs awarded.

TERMINATION OF PROCEEDINGS

122. An Arbitral Tribunal will close any hearings if:

a. the Participants advise they have no further evidence to give or submissions to make; or

b. the Arbitral Tribunal considers further hearings to be unnecessary or inappropriate.

123. A final Arbitral Award, or an order of the Arbitral Tribunal under Section 124, terminates arbitral proceedings.

124. An Arbitral Tribunal will issue an order for the termination of the arbitral proceedings if:

a. the Applicant withdraws its claim, unless the Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest in obtaining a final settlement of the Disagreement;

b. the Participants agree on the termination of the proceedings; or

c. the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

125. Subject to Sections 126 to 131 and Section 135, the mandate of an Arbitral Tribunal terminates with the termination of the arbitral proceedings.

CORRECTION AND INTERPRETATION OF AWARD AND ADDITIONAL AWARD

126. Within 30 days after receipt of an Arbitral Award a Participant may:

    a. request the Arbitral Tribunal to correct in the Arbitral Award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and

    b. if agreed by all the Participants, request the Arbitral Tribunal to give an interpretation of a specific point or part of the Arbitral Award.

127. If an Arbitral Tribunal considers a request made under Section 126 to be justified, it will make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the Arbitral Award.

128. An Arbitral Tribunal, on its own initiative, may correct any error of the type referred to in Section 126.a within 30 days after the date of the Arbitral Award.

129. Within 30 days after receipt of an Arbitral Award, a Participant may request the Arbitral Tribunal make an additional Arbitral Award respecting claims presented in the arbitral proceedings but omitted from the Arbitral Award.

130. If the Arbitral Tribunal considers a request made under Section 129 to be justified, it will make an additional Arbitral Award within 60 days.

131. Sections 109 to 111 and Sections 113 to 115 apply to a correction or interpretation of an Arbitral Award made under Section 127 or 128, or to an additional Arbitral Award made under Section 130.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

132. Subject to Sections 137 and 139, an Arbitral Award may be set aside by the Supreme Court, and no other court, only if a Participant making the application establishes that:

    a. the Participant making the application:

        i. was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings; or

        ii. was otherwise unable to present its case or respond to the other Participant's case;

    b. the Arbitral Award:

i. deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration; or

ii. contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the Arbitral Award that contains decisions on matters not submitted to arbitration may be set aside;

c. the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the Participants, unless that agreement was in conflict with a provision of this Appendix from which the Participants cannot derogate, or, failing any agreement, was not in accordance with this Appendix;

d. the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act; or

e. the Arbitral Award was obtained by fraud.

133. An application to set aside an Arbitral Award may not be made more than 90 days after the date on which:

a. the Participant making that application receives the Arbitral Award; or

b. the Arbitral Tribunal disposes of a request made under Section 126 or 129.

134. An application to set aside an Arbitral Award on the grounds that the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act or that the Arbitral Award was obtained by fraud must be commenced:

a. within the period referred to in Section 133; or

b. within 30 days after the Participant discovers or ought to have discovered the fraud or corrupt or fraudulent act,

whichever is the longer period.

135. When asked to set aside an Arbitral Award, the Supreme Court may, where it is appropriate and it is requested by a Participant, adjourn the court proceedings for a period of time in order to give the Arbitral Tribunal an opportunity:

a. to resume the arbitral proceedings; or

b. to take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for setting aside the Arbitral Award.

136. A Party that was not a Participant in an arbitration will be given written notice of an application under Section 132, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

137. A Participant may appeal an Arbitral Award to the Supreme Court, with leave, on a question of law, which the Supreme Court will grant only if it is satisfied that:

    a. the importance of the result of the arbitration to the Participants justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or

    b. the point of law is of general or public importance.

138. An application for leave may not be made more than 90 days:

    a. after the date on which the Participant making the application received the Arbitral Award; or

    b. if a request had been made under Section 126 or 129, after the date on which that request was disposed of by the Arbitral Tribunal.

139. The Supreme Court may confirm, vary or set aside the Arbitral Award or may remit the Arbitral Award to the Arbitral Tribunal with directions, including the court's opinion on the question of law.

140. When an Arbitral Award is appealed on a question of law, the Supreme Court may, where it is appropriate and it is requested by a Participant, adjourn the court proceedings for a period of time in order to give the Arbitral Tribunal an opportunity to:

    a. resume the arbitral proceedings; or

    b. take any other action that, in the Arbitral Tribunal's opinion, will eliminate the grounds for appealing the arbitral award.

141. A Party that was not a Participant in an arbitration will be given notice of an application under Section 137 and is entitled to be a party to, and make representation on, the application.

142. A decision of:

    a. the Supreme Court under Section 139 may be appealed to the British Columbia Court of Appeal, with leave of the British Columbia Court of Appeal; and

b. the British Columbia Court of Appeal under Section 142(a) may be appealed to the Supreme Court of Canada, with leave of the Supreme Court of Canada.

143. No application may be made under Section 137 in respect of:

a. an Arbitral Award based upon equitable considerations as permitted in Section 98; or

b. an Arbitral Award made in an arbitration commenced under paragraph 28 of the Chapter.

144. No ruling of the Supreme Court made under Section 100 may be appealed under Section 137 if the time limit for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

145. Subject to Section 147, an Arbitral Award is binding on all Parties and, upon application to the Supreme Court, will be enforced subject to paragraphs 158 to 163 of the Self-Government Chapter.

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

147. An Arbitral Award under:

a. paragraph 90 of the Wildlife, Migratory Birds and Plants Chapter is only binding on the Parties and may only be enforced in accordance with paragraphs 92 to 95 of that Chapter; or

b. paragraph 82 of the Fisheries Chapter is only binding on the Parties and may only be enforced in accordance with paragraphs 84 to 87 of that Chapter.

GROUNDS FOR REFUSING ENFORCEMENT

148. Subject to Sections 136 and 141, a Party that was not a Participant in an arbitration will not bring an application under Section 132 or 137 to set the award aside but may resist enforcement of the Arbitral Award against it by bringing an application under Section 149.

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

a. it was not given copies of:

i. the notice of arbitration or agreement to arbitrate; or

ii. the pleadings or all amendments and supplements to the pleadings;

b. the Arbitral Tribunal refused to add the Party as a Participant to the arbitration under paragraph 32 of the Chapter;

c. the arbitral award:

i. deals with a Disagreement not contemplated by or not falling within the terms of the submission to arbitration; or

ii. contains decisions on matters beyond the scope of the submission to arbitration,

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

d. the Arbitral Award has not yet become binding on the Parties or has been set aside or suspended by a court;

e. the Arbitral Tribunal or a Tribunal Member has committed a corrupt or fraudulent act; or,

f. the Arbitral Award was obtained by fraud.

APPENDIX Q: FISHERIES

K'ómoks Fishing Area

Paved road

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Fishing Area on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:1,000,000

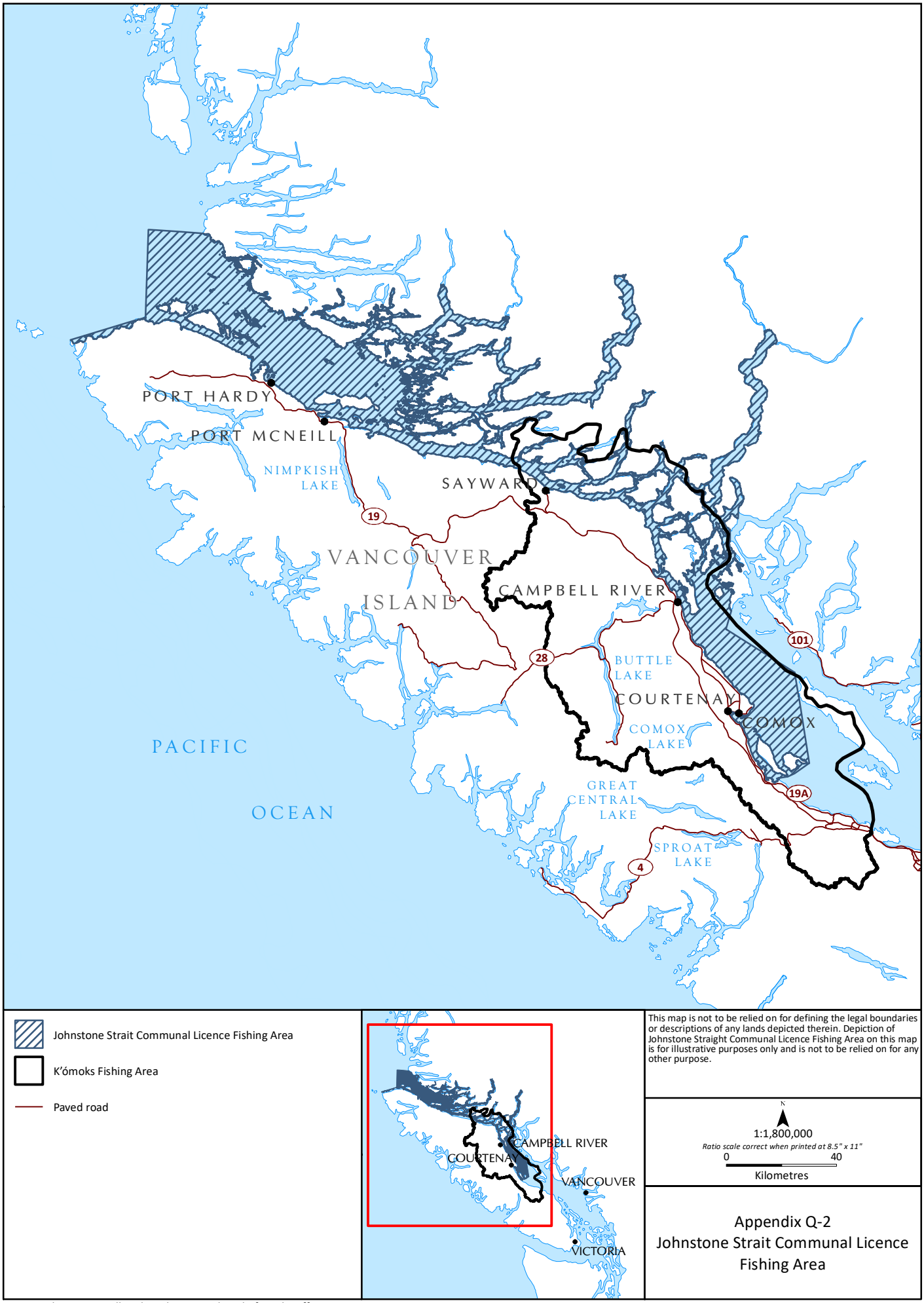
Ratio scale correct when printed at 8.5" x 11"

0 20

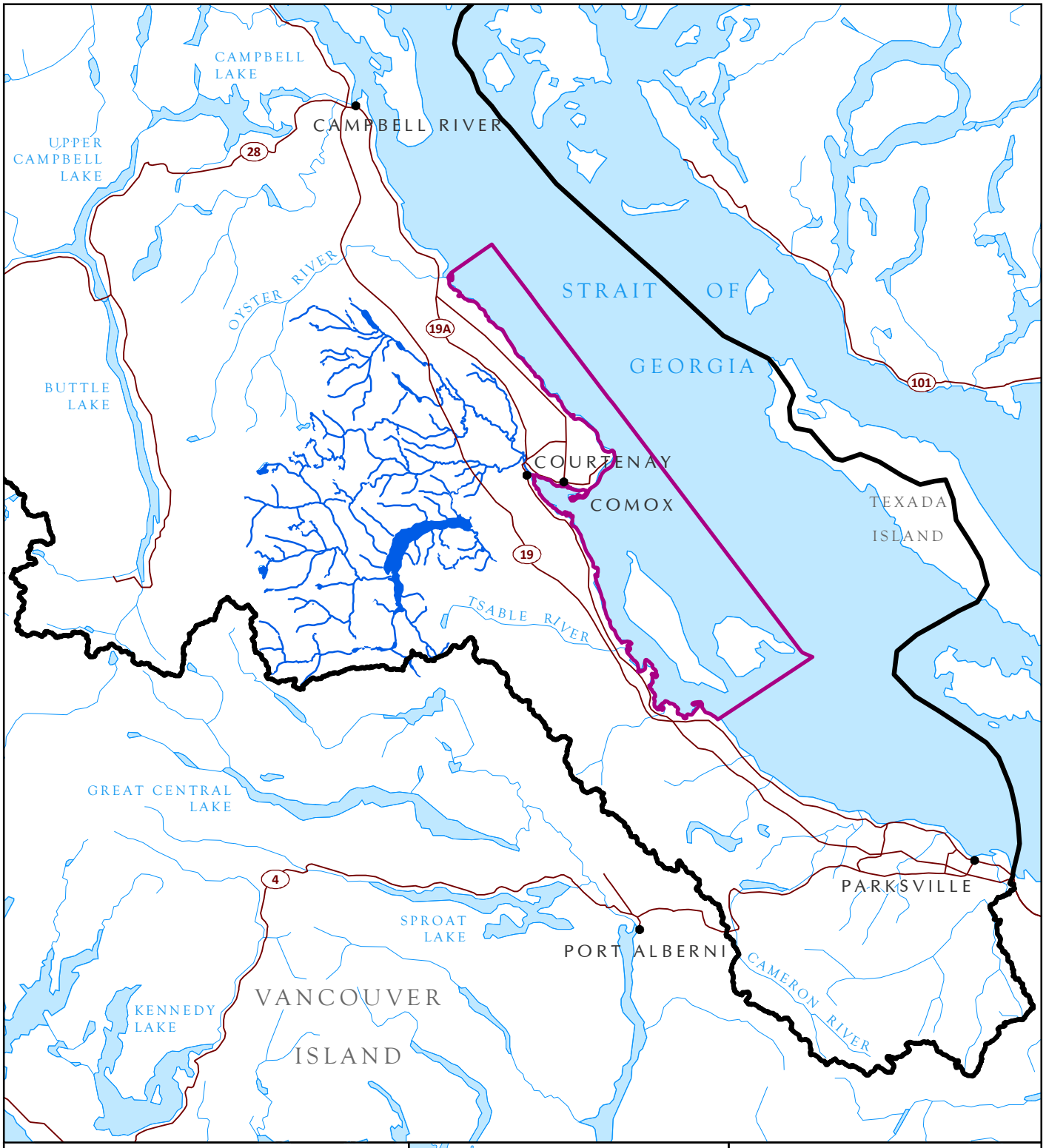
Kilometres

Appendix Q-1
K'ómoks Fishing Area

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



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



Marine portion of the K'ómoks Focus Area for Fisheries of Cultural and Spiritual Significance

K'ómoks Fishing Area

Freshwater portion of the K'ómoks Focus Area for Fisheries of Cultural and Spiritual Significance

Paved road

This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Freshwater portion of the K'ómoks Focus Area for Fisheries of Cultural and Spiritual Significance and Marine portion of the K'ómoks Focus Area for Fisheries of Cultural and Spiritual Significance on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:600,000

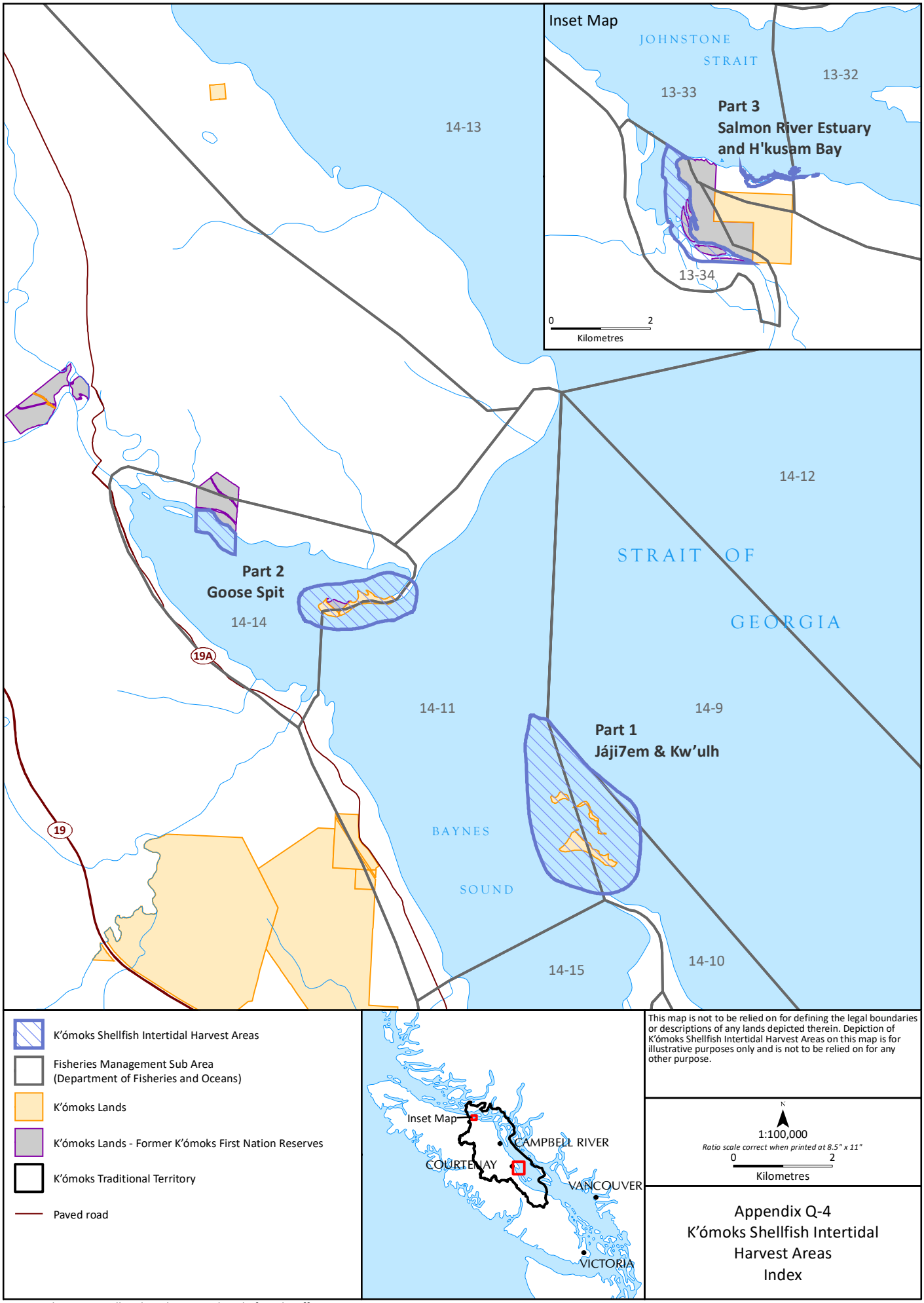
Ratio scale correct when printed at 8.5" x 11"

0 20

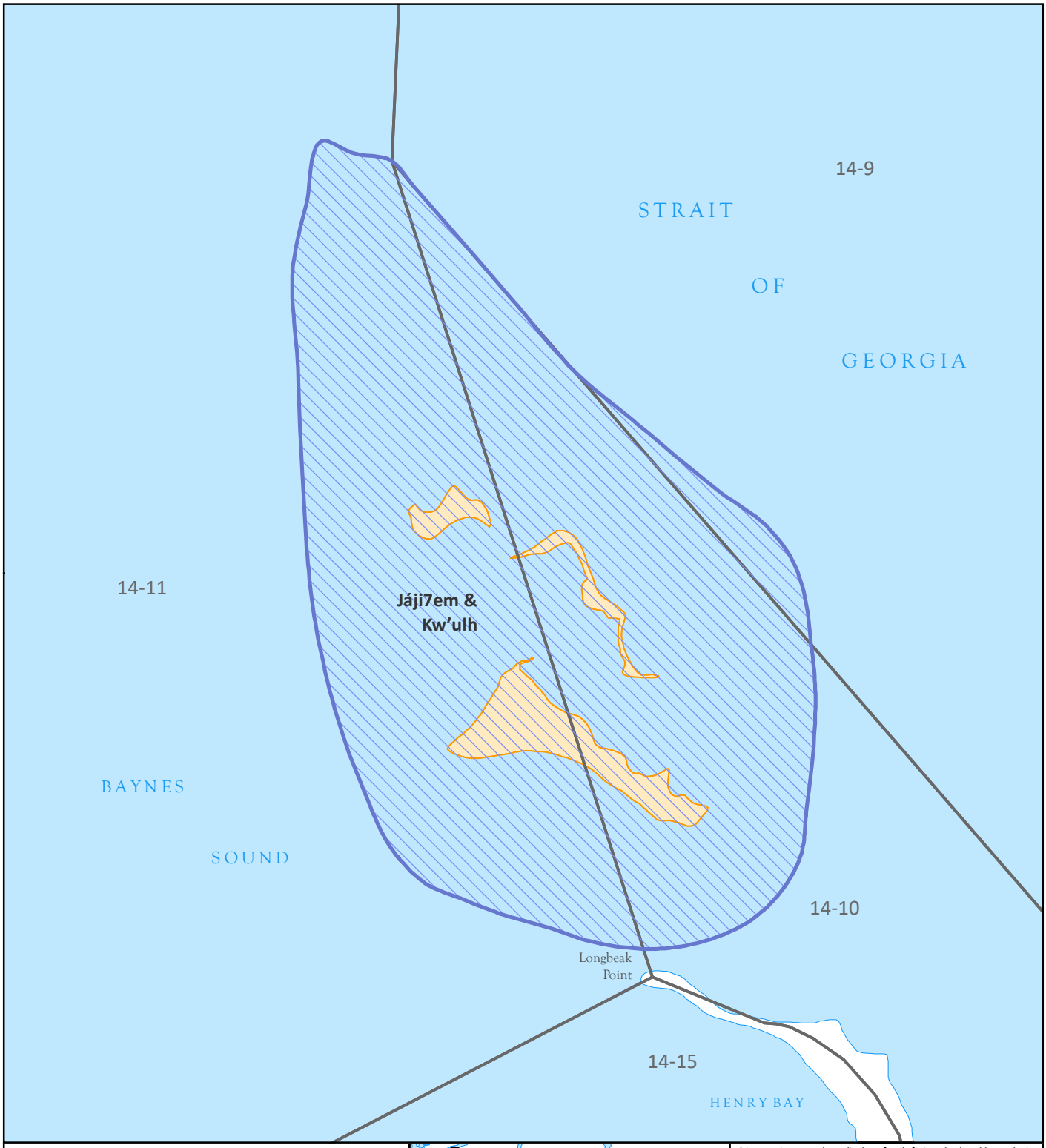
Kilometres

Appendix Q-3
K'ómoks Focus Area for Fisheries of Cultural and Spiritual Significance

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



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



K'ómoks Shellfish Intertidal Harvest Areas

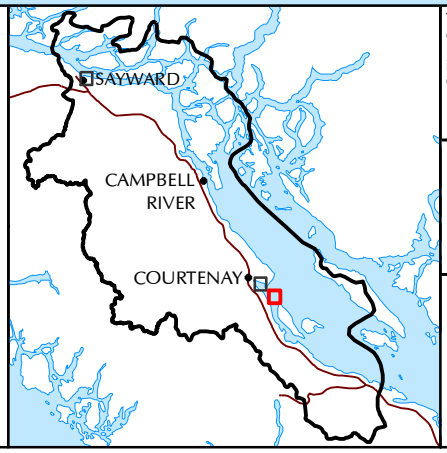
Fisheries Management Sub Area
(Department of Fisheries and Oceans)

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Traditional Territory

Paved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Shellfish Intertidal Harvest Areas on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:25,000

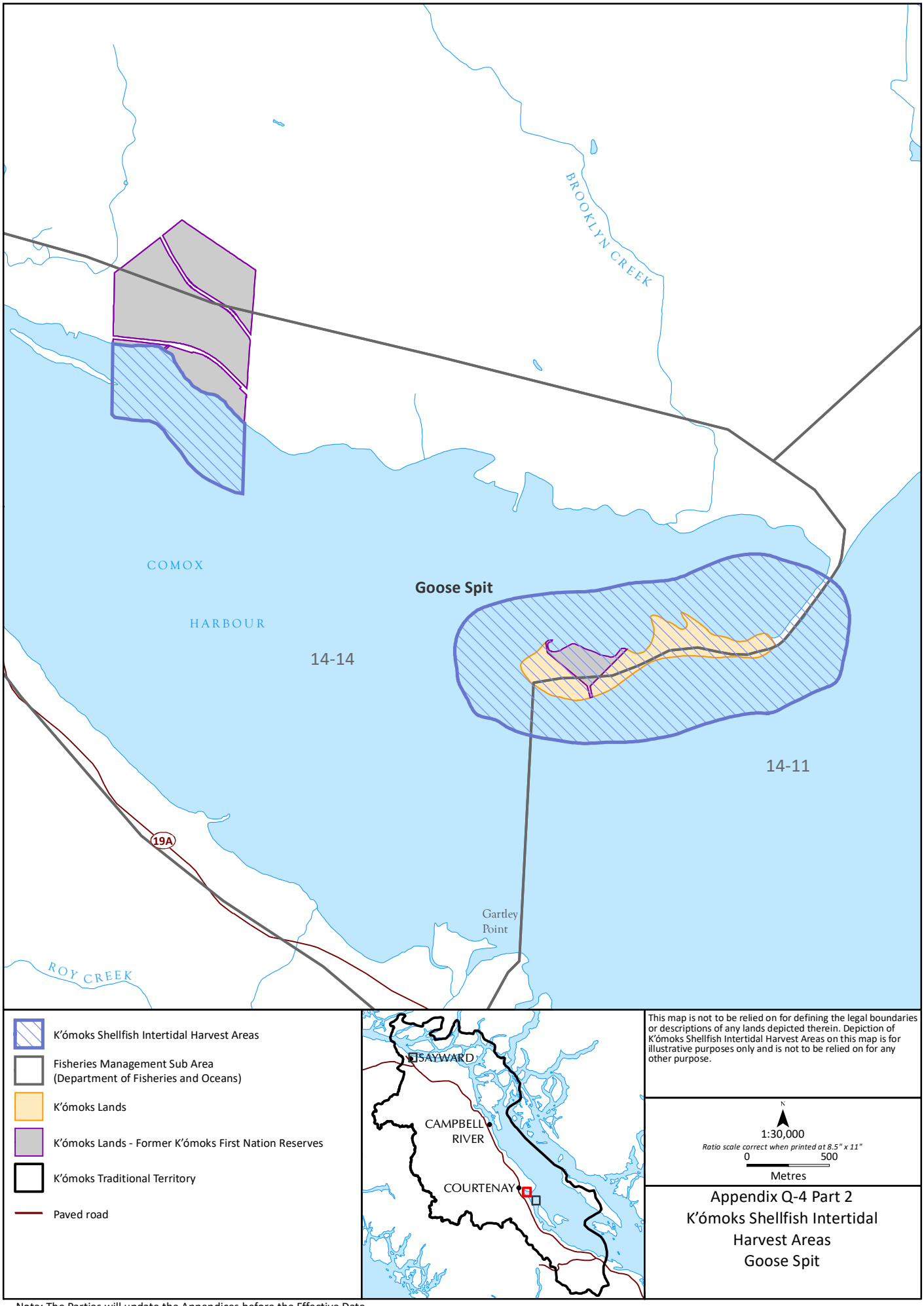
Ratio scale correct when printed at 8.5" x 11"

0 500

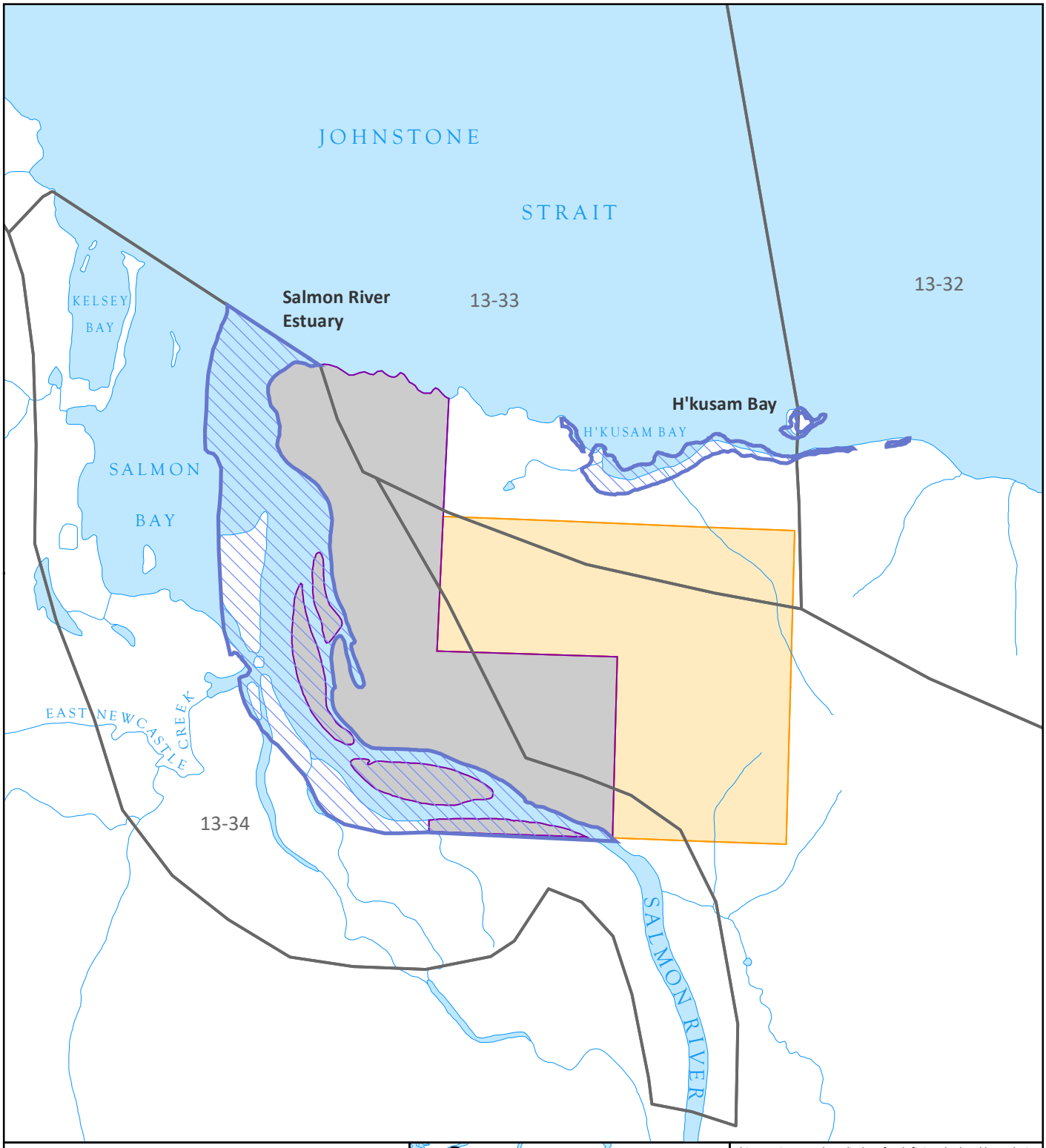
Metres

Appendix Q-4 Part 1
K'ómoks Shellfish Intertidal
Harvest Areas
Jáji7em & Kw'ulh

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



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



K'ómoks Shellfish Intertidal Harvest Areas

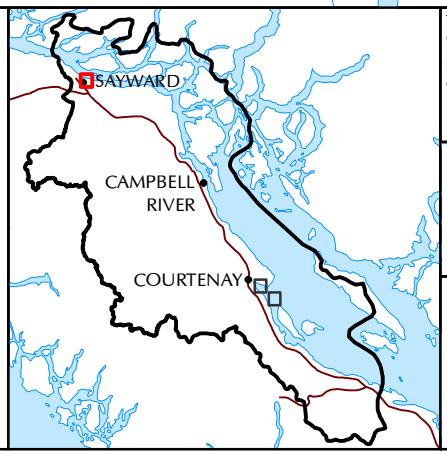
Fisheries Management Sub Area
(Department of Fisheries and Oceans)

K'ómoks Lands

K'ómoks Lands - Former K'ómoks First Nation Reserves

K'ómoks Traditional Territory

Paved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of K'ómoks Shellfish Intertidal Harvest Areas on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:25,000

Ratio scale correct when printed at 8.5" x 11"

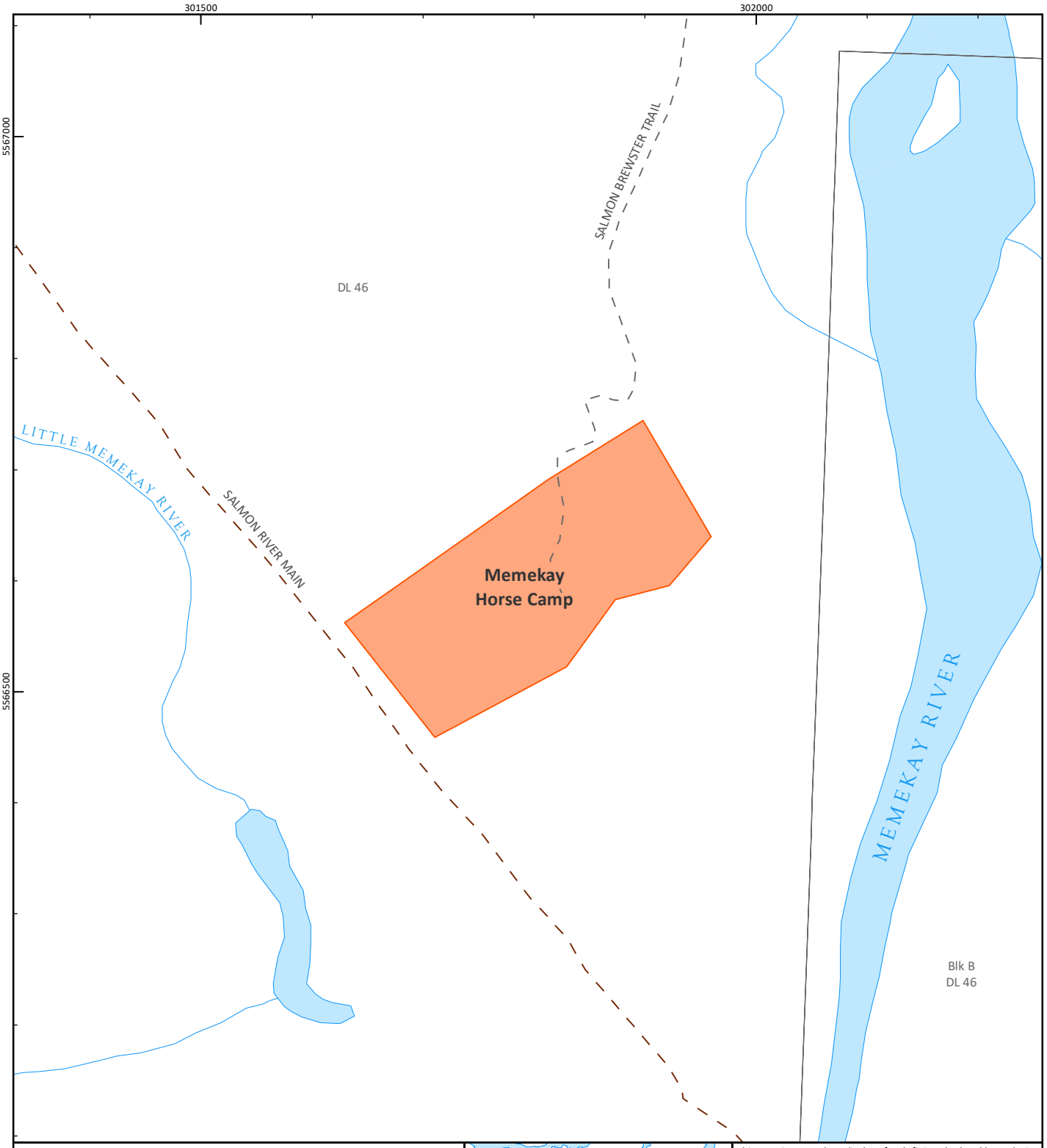
0 500

Metres

Appendix Q-4 Part 3
K'ómoks Shellfish Intertidal
Harvest Areas
Salmon River Estuary and
H'kusam Bay

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

APPENDIX R: MAP OF MEMEKAY HORSE CAMP

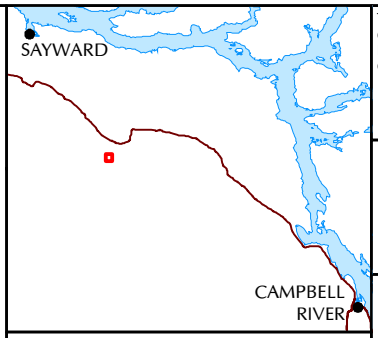


Memekay Horse Camp

Surveyed Parcel

Paved road

Unpaved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Memekay Horse Camp on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:5,000

Ratio scale correct when printed at 8.5" x 11"

0 100

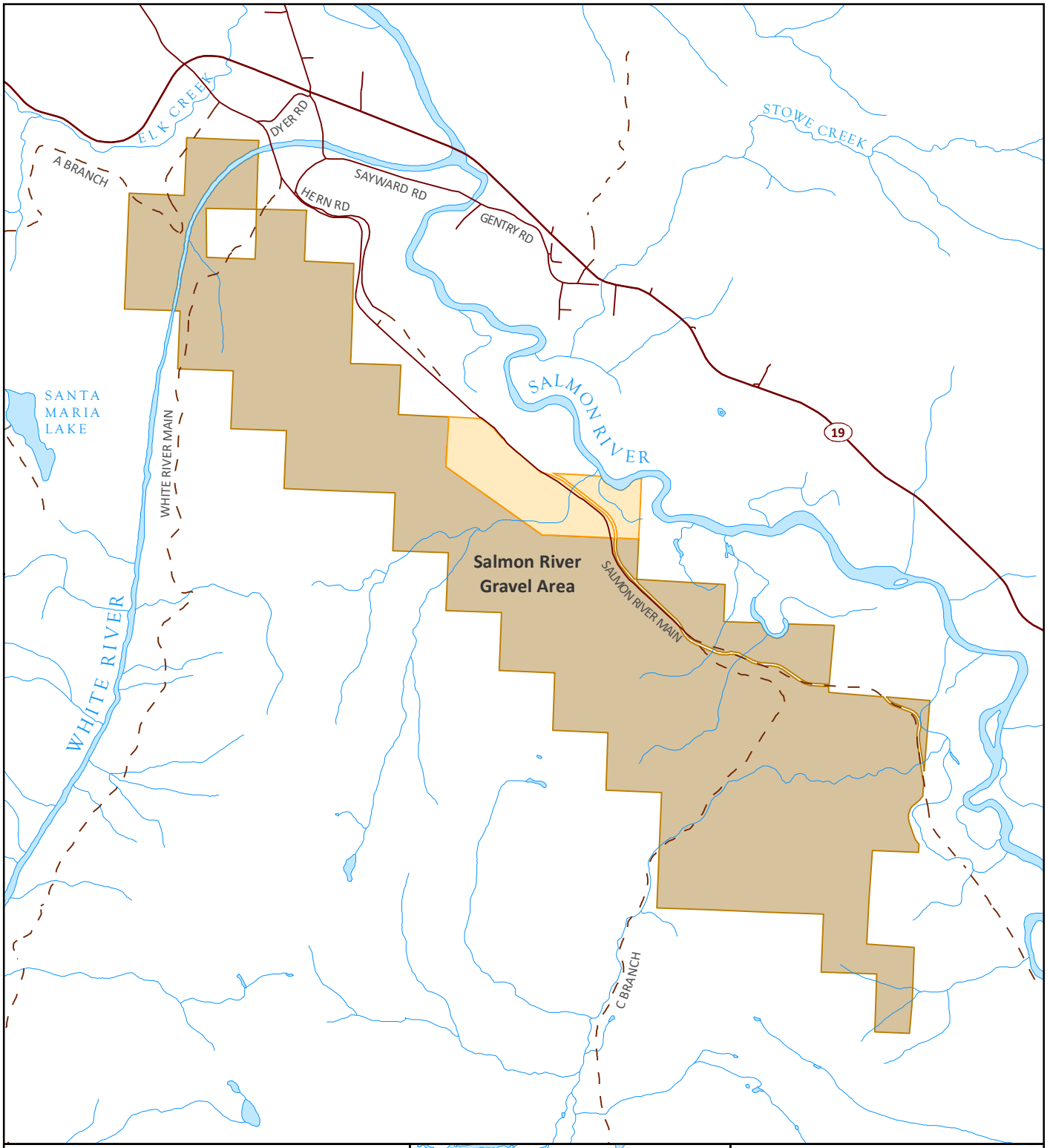
Metres

Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land District: Comox
Projection: NAD 1983 UTM Zone 10N

Appendix R
Memekay Horse Camp

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

APPENDIX S:
MAP OF SALMON RIVER GRAVEL AREA



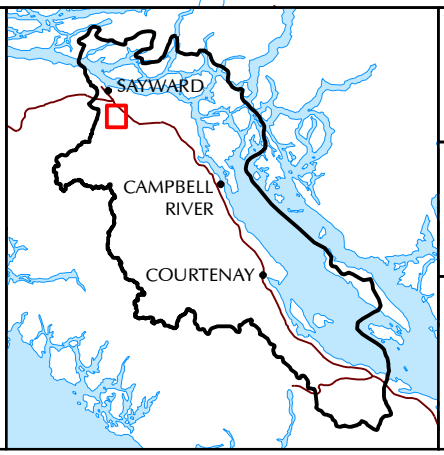
Salmon River Gravel Area

K'ómoks Lands

K'ómoks Traditional Territory

Paved road

Unpaved road



This map is not to be relied on for defining the legal boundaries or descriptions of any lands depicted therein. Depiction of Salmon River Gravel Area on this map is for illustrative purposes only and is not to be relied on for any other purpose.

N

1:45,000

Ratio scale correct when printed at 8.5" x 11"

0 1

Kilometres

Appendix S
Salmon River Gravel Area

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

APPENDIX T: LAND VALUES FOR WOODLOTS

APPENDIX T
Land Values for Woodlots

Woodlot	Land Value (2022$Q2) - $/ha
1677	$12,000
0026	$13,000
0085	$13,500

APPENDIX U: GOOSE SPIT IMPROVEMENTS

APPENDIX U
Goose Spit Improvements

Note: The Appendix is incomplete, and the Parties will update the Appendices before the Effective Date. Goose Spit Improvements listed in this Appendix will include the buildings, structures, works, facilities, infrastructure and utility services constructed by Canada on the Goose Spit Lease Area and the K'ómoks Estuary Water Lot.

Goose Spit Lease Area				
Asset	**DND Building Number**	**Construction Year**	**Building Size Gross (m2)**	**Usage**
Quarters and Marine Section	20	1941	288	Storage
Stores & Lounge	22	1957	750	Shop
CE Workshop	24	1957	111	Shop
Shipwright Shop	25	1957	224	Shop
GP Hut Quarters	33	1973	828	Accommodations
GP Hut Quarters	34	1973	828	Accommodations
GP Hut Quarters	35	1973	828	Accommodations
Sea Survival Training	38	1973	646.51	Classroom
Range Hut	43	1973	89	Storage
Senior Cadet Quarters	46	1999	995	Accommodations
Administrative HQ	52	1984	255.45	Office
Supply	53	1984	654.34	Storage
Cadet Wash House	58	1985	49	Washrooms
Oil Spill Recovery Equipment Shed	59	1984	8.92	Storage
Guardhouse	66	1993	32	Guardhouse
Accommodations Barracks	67	1995	1055	Accommodations
MDF Switchboard	69	1994	15.9	Storage
Egeria Hall (Galley)	70	1995	2657	Mess
Quadra Boat Storage	71	1995	376.6	Storage
CF Sailing Association clubhouse	72	1997	107	Clubhouse
Training Office/Wardroom	73	1996	382.18	Classroom
Battery Shop	76	1997	11.89	Storage
Navy League Port Augusta	77	1997	89.21	Office
Navy League/89 Port Augusta Galley Trailer	78	1997	16.15	Trailer
Sewage Pumphouse	80	2000	6	Pumphouse

Goose Spit Lease Area				
Asset	**DND Building Number**	**Construction Year**	**Building Size Gross (m2)**	**Usage**
POL Storage	86	2000	44.6	Storage
Maintenance Shed	87	1999	44.5	Storage
Marine Workshop	88	2000	91.3	Shop
Tye Hall Staff Accommodation	91	2003	2657	Accommodations
Office Trailer - Navy Cadet League	93	2004	30.5	Office
Adm in Trailer - Navy Cadet League	95	2008	48.9	Office
Kayak Storage	96	2008	42.2	Storage
Storage Shed	99	2008	17.8	Storage
Cadet Info Center	100	2010	27.32	Office
Classroom/Storage	101	2011	57.7	Classroom / Storage
Classroom/Storage	102	2011	57.7	Classroom / Storage
APU at Q69	103	unknown		Utility
Storage Shed	104	unknown		Storage
Storage Shed	105	Unknown		Storage
Electrical Distribution Systems	G4010	Various		Utility Services
Water Pipeline	C266			Utility Services
Potable Water Distribution Systems	G3010	Various		Utility Services
Stormwater Management Systems	G3030	Various		Utility Services
Communications Cabling Systems	G4030	Various		Utility Services
Heat Generating Systems	D3020	Various		Utility Services
Roads and Parking Lots (Asphalt)	CF5030	Various		Utility Services
Roads and Parking Lots (Gravel)	CF5030	Various		Utility Services
Standalone Lighting Assemblies		Various		Utility Services
Walkway Infrastructure (Concrete and Asphalt)		Various		Utility Services
Fuel Line and Fuel Tanks Systems	G3060	Various		Utility Services
Sanitary Sewer Systems	G3020	Various		Utility Services

Goose Spit Lease Area				
Asset	**DND Building Number**	**Construction Year**	**Building Size Gross (m2)**	**Usage**
Signage and Fencing Systems	G2040	Various		Security Apparatus
Training Area	CF6020			Obstacle Course
Range Area	CF6010			Twenty-five Yard Range

K'ómoks Estuary Water Lot				
Asset	**DND Building Number**	**Construction Year**	**Building Size Gross (m2)**	**Usage**
Marine Workshop	Q17	1941	93.6	Workshop
Electrical Building	Q17A	1973	9	Electrical
Life Jacket Shed	Q17B	1973	17	Storage
Storage Shed-Pump	Q62	1988	6.77	Storage
Boom Storage	Q92	2003	36.2	Storage
Jetty Storage	Q94	2001	8.9	Storage
Oil Recovery Shed 19 AEF #2	Q89	2001	3.7	Storage
Tidal Gauging Building (ECCC Water Survey of Canada owned)	Q85			
Floating Boat House	Q84	1988		Boat House
Sail Storage Shed-Floating	Q97	2008		Storage
Sail Storage Shed – Floating	Q98	2008		Storage
Storage Shed – Oil Stores		1994		Storage
Dolphin		1969		Dolphin
Quadra Pier	QPIER	1942		Pier
Floats – RCSCC Quadra	QFLOAT	1958		Floats
Jump Tower	QJUMPT	2005		Jump Tower
Jackstay		1988		Jackstay
Crane	QCRANE	1960		Crane
Marine Railway	QCMARRW	1967		Marine Railway
Fuel Jetty				Jetty
K'ómoks Estuary Water Lot				
Potable Waterline				Waterline
Concrete Boat Launch Ramp				Boat Launch Ramp

Ship Service Infrastructure	CF3040			Ship Service Infrastructure