

STSWECEM'C XGET'TEM FIRST NATION UMBRELLA AGREEMENT

This Agreement is dated for reference December 16, 2022.

BETWEEN:

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

(the "Province")

AND:

Stswecem'c Xget'tem First Nation, on behalf of itself and its Members, as represented by the Chief and Council

("SXFN")

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

WHEREAS:

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

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions.** In this Agreement:

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

“April 2022 Share Purchase Agreement” means the share purchase agreement dated April 30, 2022 among the Kosters, as vendor, H.S. Warren Koster as the Kosters’ representative, 1357338 B.C. Ltd., as purchaser, and Pre-Amalgamation B.C. Cattle Co., pursuant to which 1357338 B.C. Ltd. acquired all of the issued and outstanding shares in the Pre-Amalgamation B.C. Cattle Co.

“B.C. Cattle Co. Limited means the British Columbia company incorporated under number BC1386944 with a registered and records office at 1200 Waterfront Centre, 200 Burrard Street, PO Box 48600, Vancouver BC V7X 1T2;

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

“Closing Date” means the closing date under and defined in the Offer to Purchase, which as of the date of this Agreement is December 16, 2022;

“Designated Company” means Stemt’ Emalt GP Ltd. acting in its capacity as the general partner of Stemt’ Emalt Limited Partnership with its registered office at 921 Lily Lane, Dog Creek, BC V0L 1J0 and its records office at Suite 205 – 1544 Marine Drive, West Vancouver, BC V7V 1H8;

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

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

“Kosters” means H.S. Warren Koster, Henry Peter Koster, Benjamin Koster, Ruth Arleigh Grinder, Shirley Marie Bolster, John David Koster and Theresa Marguerite Koster;

“Kosters’ Obligations” means all of the obligations of the Kosters and H.S. Warren Koster as the Kosters’ representative that are stated or are by their nature intended under the April 2022 Share Purchase Agreement to survive the completion of the transactions under the April 2022 Share Purchase Agreement, including without

limitation under sections 12, 16, 17 and 18 thereof;

“Lands” means:

- a) all Lands described in Part 1 of Schedule A to the Offer to Purchase; and
- b) includes all appurtenances, rights of way, easements, buildings, improvements or other fixtures benefiting the Lands;

“Lease Agreement” means the agreement between the Province, SXFN and the Designated Company for the lease of the Lands to SXFN or its Designated Company by the Province, effective as of the Closing Date;

“Member” means any person who is on the membership list of the SXFN;

“NStQ” means SXFN, together with Canim Lake Indian Band, Soda Creek Indian Band (aka Xat’sūll First Nation), and Williams Lake First Nation, also known collectively as the Northern Secwepemc te Qelmucw;

“Offer to Purchase” means the offer to purchase the Lands, dated November 25, 2022 between:

- a) His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Forests and the Minister of Indigenous Relations and Reconciliation, as purchaser; and
- b) B.C. Cattle Co. Limited, as vendor;

“Pre-Amalgamation B.C. Cattle Co.” means B.C. Cattle Co. Limited, prior to it undergoing amalgamation in 2022 and incorporated as it then was under British Columbia Incorporation No. BC0029958;

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

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

“Provincial Official” means:

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

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

“Share Purchase Agreement” means a share purchase and sale agreement dated November 25, 2022 pursuant to which SXFN, as purchaser, will acquire, as of the Closing Date, all of the issued and outstanding shares of B.C. Cattle Co. Limited, being the successor to the Pre-Amalgamation B.C. Cattle Co., from Ross Beaty, as vendor;

“SXFN Stewardship Area” means the Stswecem'c Xget'tem (Canoe/Dog Creek) area set out on the Statement of Intent for the Northern Shuswap Treaty Society map in Schedule “3” to this Agreement; and

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

1.2 Interpretation. For purposes of this Agreement:

- a) “Agreement” means this Umbrella Agreement, and includes the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement;
- b) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- c) the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- d) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- e) any reference to a corporate entity includes and is also a reference to any corporate entity that was a predecessor to, or that is a successor to, such entity;
- f) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- g) any reference to the delivery on the Closing Date of an agreement, document or instrument “in the form” of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the representatives of the Parties;

- h) each and every acknowledgement, agreement, release or other covenant given, and action to be taken, by the SXFN under this Agreement means the SXFN acting by and through its Chief and Council, and will be conclusively deemed to have been given, or taken, by the SXFN on its own behalf, and for and on behalf of its Members; and
- i) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 **Schedules.** The following are the Schedules to this Agreement:

- Schedule “1” – Treaty Range Overlaps
- Schedule “2” – Environmental Reports
- Schedule “3” – SXFN Stewardship Area
- Schedule “4” – Certificate of Compliance Proposal

ARTICLE 2 – RECONCILIATION AND PURPOSE

2.1 **Reconciliation.** The Parties acknowledge and agree that, subject to section 2.2, in the spirit of reconciliation and to advance Final Agreement negotiations, and, if the Lands become an element of the Final Agreement:

- a) the purchase price of the Lands paid under the Offer to Purchase (\$16,000,000.00);
- b) the additional asset payment in section 7.3; and
- c) the purchase price paid under subsections 3.1(a) of the Share Purchase Agreement for the assets and capital of the company and not including the operational costs (\$1,750,000.00),

will constitute a partial contribution by the Province towards reconciliation of the Province’s and SXFN’s interests through treaty negotiations, and will be the only amounts counted as a portion of the Province’s contribution towards the Final Agreement.

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

2.2 **Reassessment.** If either of the Parties is reasonably of the view there is a material impact to the value of the Lands prior to the Effective Date, then the Parties will work cooperatively to reassess the value of the Lands and will make good faith efforts to reach resolution to address the change in a fair and reasonable way, which may include Canada, provided that the impact was not caused by SXFN or the Designated Company or their respective employees, agents, contractors, subtenants,

invitees, permittees, successors or assigns.

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

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

ARTICLE 3 - COMING INTO EFFECT AND TERMINATION

3.1 **Coming into Effect.** This Agreement comes into effect on the Closing Date and terminates on the Effective Date.

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

- a) may be terminated in writing before the Closing Date by the Parties on a date mutually agreed on by the Parties;
- b) will terminate automatically if the Lands, or any part of it, are not transferred to the Province on or before the Closing Date; or
- c) may be terminated by either Party if:
 - (i) either Party formally withdraws in writing from the treaty negotiation process; or
 - (ii) the Final Agreement is not signed by the authorized representative of the SXFN, the Province or Canada, or is not approved, given effect, declared valid and given the force of law under federal and provincial law; and
- d) may be terminated by SXFN prior to successful ratification of the Final Agreement by all NStQ communities, if prior to those ratifications the Parties have been unable to reach resolution under section 2.2.

3.3 **Non-Renewal of Lease Agreement.** In the event the Parties do not renew the Lease Agreement or if the Lease Agreement terminates prior to the expiry of its term and prior to any sale of the Lands to a third party, the Parties will negotiate in good faith the status of the Lands, including their transfer to SXFN under another form of reconciliation agreement, Provincial support for the Lands potentially becoming reserve lands, or the purchase of the Lands by SXFN, the Designated Company or

another entity controlled by SXFN.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 **SXFN Representations.** The SXFN represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a) it enters into this Agreement for, and on behalf of, its Members;
- b) its Members have provided it with a mandate to negotiate a Final Agreement;
- c) on satisfaction or waiver of the conditions precedent under section 5.4, it will, as represented by its Chief and Council, have the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement on behalf of the SXFN and its Members;
- d) on satisfaction or waiver of the conditions precedent under section 5.4, the Designated Company has the legal power, capacity and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
- e) the Province has fulfilled its obligation to consult with SXFN in relation to the Lease Agreement.

4.2 **Provincial Representations.** The Province represents and warrants to the SXFN, with the intent and understanding that they will be relied on by the SXFN in entering into this Agreement, that:

- a) to the best of its knowledge, the *Range Act* agreements listed on Schedule 1 are all *Range Act* agreements in the SXFN Stewardship Area that overlap with proposed NStQ Treaty Settlement Lands;
- b) it has the legal power, capacity and authority to enter into this Agreement;
- c) it has appropriated sufficient monies to enable it to make the expenditures to conclude the Share Purchase Agreement, the Offer to Purchase and to provide the first-year operating costs as described in section 7.1 of this Agreement; and
- d) on satisfaction or waiver of the conditions precedent under section 5.1 and section 5.2, it will have the legal power, capacity and authority to lease the Lands to a Designated Company as contemplated by the Lease Agreement.

ARTICLE 5 – CONDITIONS PRECEDENT

5.1 **Band Council Resolution.** Prior to the execution of this Agreement, the SXFN will

deliver to the Province a resolution made by its elected Council approving and authorizing the SXFN's representatives named in the resolution to execute on behalf of the SXFN the Share Purchase Agreement, the Lease Agreement, and this Agreement.

5.2 **Conditions Precedent in favour of the Province.** The Province's obligation to complete this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure;
- b) the representations and warranties of the SXFN under this Agreement being true and correct on and up to the Closing Date; and
- c) the satisfaction or waiver of any conditions precedent under the Offer to Purchase and the Lease Agreement.

5.3 **Waiver of Conditions Precedent.** The conditions precedent set out in section 5.2 are for the sole benefit of the Province and may be waived by the Province on written notice to the SXFN.

5.4 **Conditions Precedent in favour of SXFN.** SXFN's obligation to complete this Agreement is subject to:

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

5.5 **Waiver of Conditions Precedent.** The conditions precedent set out in section 5.4 are for the sole benefit of SXFN and may be waived by SXFN on written notice to the Province.

ARTICLE 6 – LEASE AGREEMENT

6.1 **Lease Agreement.** The Parties acknowledge and agree that the Province has agreed to grant a lease of the Lands pursuant to the provisions of the Lease Agreement for the nominal value of \$10.00.

6.2 **Umbrella and Lease Agreement Amendment.** The Parties acknowledge that this Agreement and the Lease Agreement are some of what the Province anticipates will be a number of umbrella agreements and lease agreements with other NStQ First Nations and that, where the terms of any umbrella or lease agreements differ from this

Agreement or the Lease Agreement, respectively, the Parties will, at SXFN's request, discuss whether amendments to this Agreement or the Lease Agreement are necessary to ensure equity between the agreements having regard for, among other things, the materiality of the terms and any factual differences between the ranches, and, if so, the Province will recommend to the statutory decision-maker that this Agreement or the Lease Agreement, as the case may be, be amended.

ARTICLE 7 – TRANSACTION AND OPERATIONAL COSTS

- 7.1 **First Year Operational Costs.** On the Closing Date, the Province will provide SXFN with a grant of \$750,000 to offset the first-year operational costs of the BC Cattle Company ranch as operated under the terms of the Lease Agreement.
- 7.2 **Ranch Business.** On the Closing Date, the Province will pay B.C. Cattle Co. Limited as vendor under the Offer to Purchase and will pay Ross Beaty as vendor of the shares of B.C. Cattle Co. Limited under the Share Purchase Agreement a sum not to exceed \$2,500,000 toward the purchase of the ranch business for SXFN.
- 7.3 **Additional Asset Payment.** On the Closing Date, the Province will provide SXFN with a payment of \$600,000 for the purposes of purchasing additional equipment and livestock.
- 7.4 **Transaction and Other Costs.** There are no transaction or other costs associated with this Agreement.

ARTICLE 8 – LAND PROTECTION MEASURES

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

ARTICLE 9 – OTHER COVENANTS

- 9.1 **Other SXFN Covenants.** SXFN acknowledges and agrees that, during the term of this Agreement and subject to Article 10 and paragraph 15.8b), the Lands are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws.
- 9.2 **Enforcement of Koster's Obligations.** SXFN will take commercially reasonable steps to cause B.C. Cattle Co. Limited to:

- (a) enforce the Kosters' Obligations;
- (b) obtain any funds held back pursuant to the April 2022 Share Purchase Agreement as security for any breach of the Kosters' Obligations and, upon receipt of such funds but only if the Province is out of pocket with respect to the performing the Kosters' Obligations, pay to the Province, as a reimbursement, the lesser of:
 - (i) the amount obtained; and
 - (ii) the actual expenses incurred by the Province in performing the Kosters' Obligations as required under this Agreement or the Lease Agreement, as the case may be; and

9.3 **Maintaining B.C. Cattle Co. Limited.** During any period in which the Kosters' Obligations have not been fulfilled, SXFN will maintain the Company in good standing under the *Business Corporations Act*, and SXFN will not sell, assign or transfer any of the shares in B.C. Cattle Co. Limited without the consent of the Province, acting reasonably.

9.4 **Dam Upgrades and Other Work.**

- (a) The Province will carry out the work described in Schedule 4.
- (b) The Province will take reasonable steps to cause the prompt completion of the work necessary to bring all dam structures on the Lands into compliance with the *Water Sustainability Act*, to the satisfaction of the Regional Water Manager, and will correct all deficiencies and complete all recommended work necessary to comply with water licences C501875, F104864, and C501802 (the "Dam Works"). If this is not completed as part of the Kosters' Obligations by June 30, 2023, the Province will take the necessary steps to complete the outstanding Dam Works in a reasonable time frame, at no cost to the SXFN or the Designated Company.

9.5 **Remediation.** If a qualified environmental professional determines that there are contaminants on the Lands in quantities or concentrations in excess of prescribed criteria or standards under federal or provincial law, the Province and SXFN will negotiate in good faith and seek to reach agreement on an approach and plan to remediate such contaminants, provided that nothing in this section is an admission of responsibility by the Province with respect to contaminants, and further provided that the Province does not agree to assume any responsibility for contaminants that are on Lands; or migrate from Lands as result of any act or omission of SXFN or its employees, agents, servants, contractors, subcontractors, subtenants, licensees or invitees. The Province will in a timely manner remove the contaminants and remediate the Lands at its sole cost and expense and this obligation shall survive indefinitely.

9.6 **Certificate of Compliance Responsibility.** The Province will undertake the scope of work as set out in the December 2, 2022 McElhanney Ltd. certificate of compliance proposal, attached as Schedule 4. Further, the Province will be responsible to apply

for a certificate of compliance on the Lands as may be required under the *Environmental Management Act*, including any water testing or other tasks needed to make the Lands suitable for compliance with the Act. The Province will take all such reasonable efforts in order to obtain the certificate of compliance.

- 9.7 **Known Burials and Compliance with Provincial Law.** With regard to the four known burials of human remains on the Lands, the Province will take reasonable steps to apply for a certificate of public interest for the cemetery located on the Lands if required by applicable laws.
- 9.8 **Known Burials and Access.** If a certificate of public interest is not required as described in section 9.7 and the Parties conclude a Final Agreement that includes the Lands, the right of access in favour of the Kusters as set forth in the access licence, dated April 30, 2022 between BC Cattle Co and the Kusters, will continue.

ARTICLE 10 – STATUS OF LANDS ON EFFECTIVE DATE

- 10.1 **Transfer of Lands on Effective Date.** As part of the NStQ Final Agreement negotiations, the Province will offer to transfer the Lands to SXFN on the Effective Date.
- 10.2 **Status of Lands and Subsurface Rights in the Final Agreement.** As part of Final Agreement negotiations, the Parties will negotiate the status of the Lands as “NStQ Treaty Settlement Lands” as if the Lands were included in the definition of that term in the NStQ Agreement-in-Principle. If the Parties conclude a Final Agreement and the Lands become Treaty Settlement Lands, the subsurface resources beneath the Lands will be included, if owned by the Province.
- 10.3 **Interests in Final Agreement.** The Parties acknowledge and agree that none of:
- a) the terms of this Agreement;
 - b) the terms of the Lease Agreement; or
 - c) any existing or future encumbrances or Crown Corridors on any portion of the Lands,

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

ARTICLE 11 – SXFN CLAIMS AND OVERLAPPING CLAIMS

- 11.1 **Other First Nations’ Litigation.** In the event of any Proceeding brought by any other aboriginal group against the Province or any Provincial Official with respect to the

Lease Agreement, the SXFN will provide the Province with reasonable assistance in support of its defence of the Proceeding, the nature and extent of which will be agreed between the Parties.

- 11.2 **Provincial Consultation Obligations.** The Province confirms that it is satisfied that, with respect to the lease of the Lands, it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights to the Lands by First Nations other than the SXFN.

ARTICLE 12 - TREATY RANGE OVERLAPS

- 12.1 **Treaty Range Overlaps.** The Parties agree to work towards addressing the overlaps between Proposed NStQ Treaty Settlement Lands and *Range Act* agreement areas in the SXFN Stewardship Area of the Traditional Territory through the approaches identified in Schedule "1".

ARTICLE 13 - DISPUTE RESOLUTION

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

ARTICLE 14 - NOTICES

- 14.1 **Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified in this Agreement, and will be deemed validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows

if to the Province:

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

and if to the SXFN

Stswecem'c Xget'tem First Nation, General Delivery, Dog Creek, BC V0L 1J0
Attention: Kukpi7 Hillary Adam

Email: cao@sxfn.ca
Phone: 250-302-0257

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

ARTICLE 15 - GENERAL

- 15.2 **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.
- 15.3 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other Party, do such further lawful acts or deliver such further documents in a timely fashion as are reasonably required in order to fully perform and carry out the terms of this Agreement.
- 15.4 **No Implied Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or a default by a Party of an obligation under this Agreement will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 15.5 **Assignment.** Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part by either Party.
- 15.6 **Successors.** This Agreement will extend to, is binding upon and enures to the benefit of the Parties, their heirs, executors, administrators, successors and permitted assigns.
- 15.7 **No Admissions.** Nothing in this Agreement will be construed as:
- a) an admission by the Province of the validity of any claim by the SXFN to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*;

- b) an acknowledgement by the Province that it has an obligation to provide financial or economic accommodation to the SXFN; or
- c) in any way limiting the position either Party may take in treaty or reconciliation negotiations except as expressly set out herein.

15.8 **Not a Treaty.** This Agreement does not:

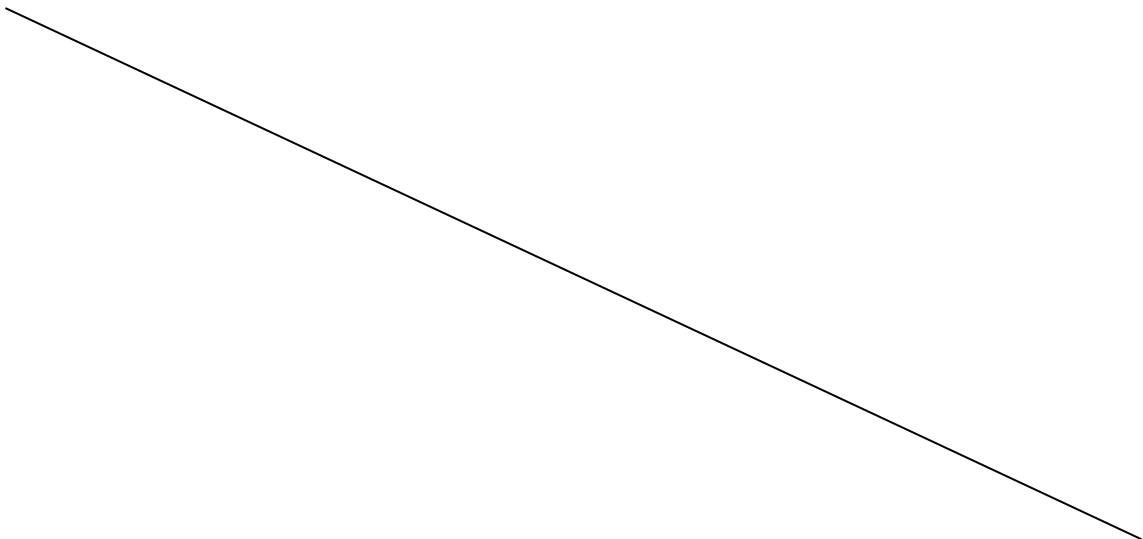
- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b) recognize, affirm, define, deny, limit, amend, abrogate or derogate any of:
 - (ii) any responsibilities of the Parties except as expressly set out in this Agreement; or
 - (iii) SXFN's Aboriginal Rights.

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

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

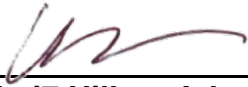
15.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

15.12 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.



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

Signed on behalf of Stswecem'c Xget'tem First Nation by:



Kukpi7 Hillary Adam

Judith Rietveld

**Witnessed by
Print Name:**

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



**Mark Lofthouse
Chief Negotiator
Ministry of Indigenous Relations
and Reconciliation**



**Witnessed by
Print Name: Patrick Richmond**

Schedule 1: Treaty Range Overlaps

Part 1 – Continuation of Grazing

Subject to the Final Agreement, SXFN agrees that grazing currently authorized by the following *Range Act* agreements will continue on Proposed NStQ Treaty Settlement Lands,:

Forest File ID	Client Name
RAN073910	Norman Wood
RAN077871, RAN076335	Keith Cunningham
RAN076023	Allan Glen
RAN076372	Barbara Edmonson
RAN077662, RAN074977, RAN078062	Brenda Miller
RAN076740	Keith Coxon

Part 2 – Boundary Amendment

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

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

Forest File ID	Client Name
RAN074713	Dan Fremlin
RAN078072 (permit)	Keray Philip Camille and Susan Camille
RAN076939	Keray Loren Camille (incl. Amber and Elaine) (except for Twenty Mile Pasture - see Part 3)
RAN078046	David Cunningham
RAN077771, RAN074259	Douglas Lake Cattle Co.
RAN076909	Estate of Lawrence Harry (except for Twenty Mile Pasture - see Part 3)
RAN076908	Bill Harry (except for Twenty Mile Pasture -see Part 3)
RAN076536	7P Ranch
RAN076419	John Grawehr
RAN076204	Bryan Cunningham
RAN076025	C & A Mink Ranch Ltd.

Part 3 – Approach to be Confirmed

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

Forest File ID	Client Name
RAN076345	Canabo Cattle Co.
RAN076051	Fraser Ireland
RAN075754	Allan Glen
RAN076370	Tom Pitt
RAN076939	Keray Loren Camille (incl. Amber and Elaine) (Twenty Mile Pasture area)
RAN076909	Estate of Lawrence Harry (Twenty Mile Pasture area)
RAN076908	Bill Harry (Twenty Mile Pasture area)
RAN075334	SXD Limited Partnership
RAN076701	BC Cattle Co.
RAN077943 (permit)	Stswecem'c Xgat'tem First Nation

Schedule 2 – Environmental Reports

Environmental Site Assessment Reports

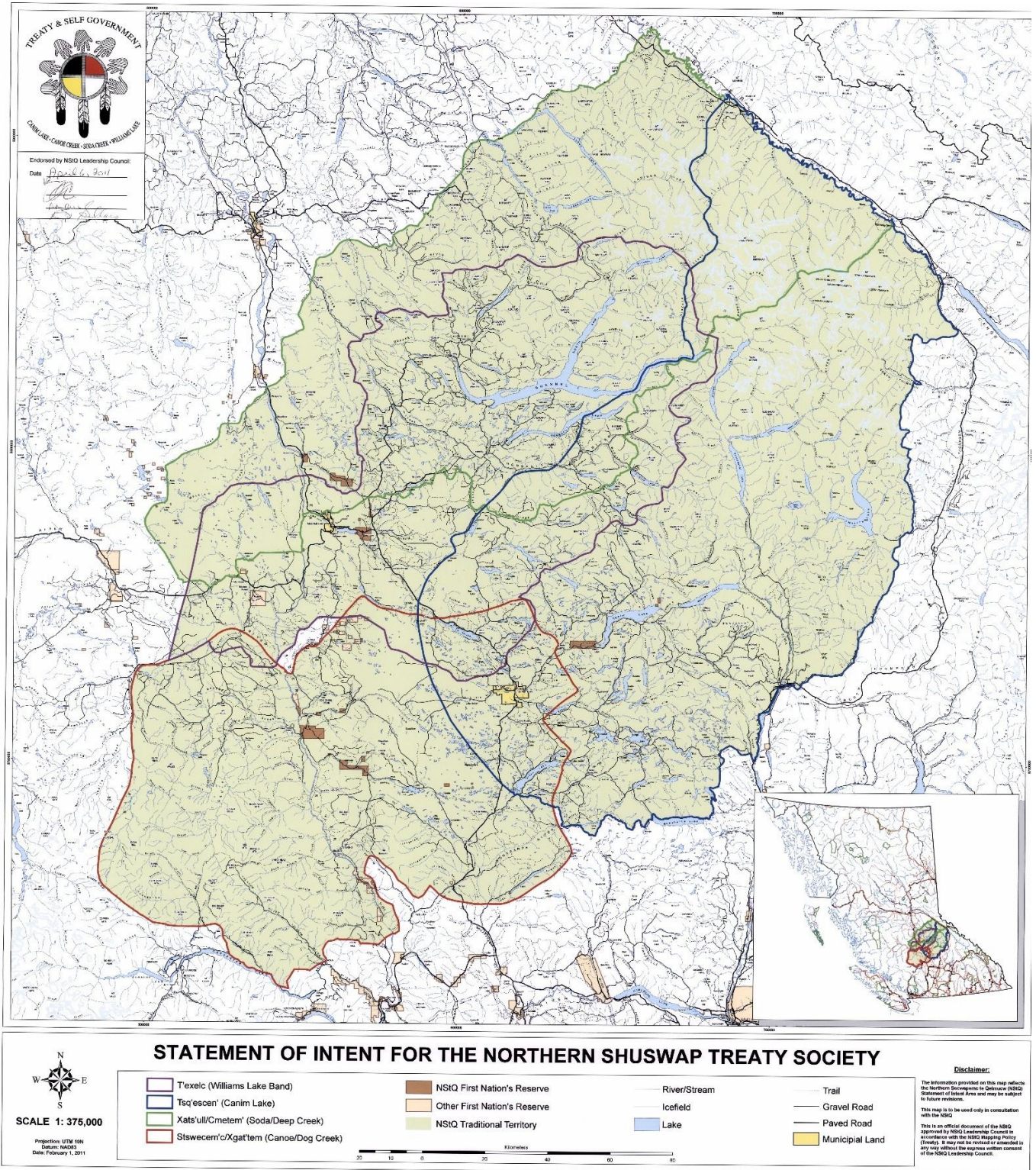
Phase I Environmental Site Assessment (ESA): BC Cattle Co. Ranch, 65 km southwest of 100 Mile House, BC, dated January 11, 2021, prepared by McElhanney Ltd.

Phase II Environmental Site Assessment, BC Cattle Co. Ranch, southwest of 100 Mile House, BC, dated March 19, 2021, prepared by McElhanney Ltd.

Detailed Site Investigation, BC Cattle Co. Ranch, southwest of 100 Mile House BC, dated June 3, 2021, prepared by McElhanney Ltd.

Technical Memo, ReL BC Cattle Co. Ranch Additional Investigation, dated August 14, 2021, prepared by McElhanney Ltd.

Schedule 3 - SXFN Stewardship Area



Schedule 4

(See attached PDF of a Certificate of Compliance proposal dated December 2, 2022 from McElhanney)