SUPPLEMENTAL TERMS AMENDING AGREEMENT FOR PERMIT FOR TELECOMMUNICATION WORKS

His Majesty the King in right of Canada

and

Lytton First Nation

and

TELUS Communications Inc.

Lytton Indian Reserve No. 9B, excluding Lot 8 as shown on Plan 108388 CLSR

Papyum Indian Reserve No. 27, excluding Lots 14 and 15 as shown on Plan 108802 CLSR

Lytton Indian Reserve No. 27B, excluding Lots 3 and 4 as shown on Plan 108820 CLSR

The effective date of this Supplemental Terms Amending Agreement is the date it is signed by Canada

SUPPLEMENTAL TERMS AMENDING AGREEMENT FOR PERMIT FOR TELECOMMUNICATION WORKS APPLICABLE ONLY TO LYTTON FIRST NATION RESERVES: LYTTON INDIAN RESERVE NO. 9B, PAPYUM INDIAN RESERVE NO. 27, and LYTTON INDIAN RESERVE NO. 27B

This Supplemental Terms Amending Agreement is made between the following parties:

His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services

("Canada")

AND:

Lytton First Nation, a band within the meaning of the *Indian Act*, as represented by its Council

("First Nation")

AND:

TELUS Communications Inc., a corporation under the laws of British Columbia

("Permittee")

Background:

- A. On June 9, 1975, *Canada* issued a permit under authority of subsection 28(2) of the *Indian Act*, RSC 1985 c I-5 ("*Indian Act*") for telecommunication works to the *Permittee* over certain reserve lands, including the *First Nation*'s Lytton Indian Reserve No. 9B, Papyum Indian Reserve No. 27, and Lytton Indian Reserve No. 27B (the "*permit*"). The *permit* is registered in the Indian Lands Registry under No. 47563;
- B. Pursuant to the *Framework Agreement on First Nation Land Management Act*, SC 2022 c 19, s 121, which gives force of law to the Framework Agreement on First Nation Land Management entered between Canada and the signatory First Nations on February 12, 1996, and amended to include the *First Nation* in Schedule 1 on November 20, 2017 ("*Framework Agreement*"), the *First Nation* is developing a land code, within the meaning of clause 1.1 of the *Framework Agreement*, that would apply to certain parts of its reserve lands ("*Lytton First Nation Land Code*");

- C. Certain lands on Lytton Indian Reserve No. 9B, Papyum Indian Reserve No. 27, and Lytton Indian Reserve No. 27B are proposed to be excluded from the application of the *Lytton First Nation Land Code* because the exclusion is justifiable owing to the presence of road areas, pursuant to subclause 4.1.4 and 4.1.6 of the *Framework Agreement* ("*Excluded Lands*");
- D. The parties acknowledge that the effect of subclause 4.1.6 of the *Framework Agreement* is to ensure that the administration of a lease, other interest or a right in the *Excluded Lands* only falls under one land management regime;
- E. The area under the *permit* extends into the *Excluded Lands*, and in order to comply with subclause 4.1.4 and 4.16 of the *Framework Agreement*, the *permit* must be amended to prevent the application of more than one land management regime to the lands once the lands are under *Lytton First Nation Land Code*;
- F. The *First Nation* has by a resolution of the Council, a copy of which is attached as Schedule "A" to this Supplemental Terms Amending Agreement, acknowledged, approved, and consented to the issuance of this Supplemental Terms Amending Agreement, subject to the terms and conditions hereinafter contained; and
- G. The parties wish to clarify which part of the area under the *permit* on Lytton Indian Reserve No. 9B, Papyum Indian Reserve No. 27, and Lytton Indian Reserve No. 27B will be administered under the *Lytton First Nation Land Code* once it is in effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties agree as follows:

- 1. This Supplemental Terms Amending Agreement applies only to Lytton Indian Reserve No. 9B, Papyum Indian Reserve No. 27, and Lytton Indian Reserve No. 27B.
- 2. This Supplemental Terms Amending Agreement will be registered in the Indian Lands Registry System for Lytton Indian Reserve No. 9B, Papyum Indian Reserve No. 27, and Lytton Indian Reserve No. 27B.
- 3. Italicized words as defined in the Background clauses have the meaning ascribed to them and apply to the substantive clauses of this Supplemental Terms Amending Agreement.
- 4. In paragraph (a) of the *permit*, after the word "Reserve" delete the words "shown coloured red on the plans annexed as Appendices "A" to this Agreement" and after the word "Reserve" substitute the following words:

on the lands described in Schedules 2, 2 A, 3, 3 A, 4 and 4 A to this Agreement

- 5. The following Schedules are added to the *permit*:
 - a. Schedule 2: Lytton Indian Reserve No. 9B, Lytton First Nation Land Code Lands Land Description;
 - b. Schedule 2 A: Plan 108616 CLSR;
 - c. Schedule 3: Papyum Indian Reserve No. 27, Lytton First Nation Land Code Lands Land Description;
 - d. Schedule 3 A: Plan 53153 CLSR, Plan 108802 CLSR;
 - e. Schedule 4: Lytton Indian Reserve No. 27B, Lytton First Nation Land Code Lands Land Description; and,
 - f. Schedule 4 A: Plan 53198 CLSR, Plan 108820 CLSR.
- 6. Notwithstanding the *permit* area described in paragraph (a) and (b) of the *permit* and depicted in Schedule "A" of the *permit*, the *permit* applies to the part of the *First Nation*'s Lytton Indian Reserve No. 9B, the part of Papyum Indian Reserve No. 27, and the part of Lytton Indian Reserve No. 27B as described in Schedules 2, 3, and 4.
- 7. Any notice that is required to be given to the *First Nation* under or in respect of any of the terms of the *permit* and this Supplemental Terms Amending Agreement may be given by as follows:

Lytton First Nation

Attention: Chief and Council

Address: PO Box 20

Lytton BC V0K 1Z0

Telephone: (250) 455-2304

Fax: (250) 455-2291

8. This Supplemental Terms Amending Agreement will take effect on the date signed by *Canada*.

- 9. The parties agree to take such other steps as may be necessary to give effect to this Supplemental Terms Amending Agreement.
- 10. The *permit* continues, as amended by this Supplemental Terms Amending Agreement, in full force and effect.
- 11. This Supplemental Terms Amending Agreement may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document. Each party will promptly deliver its originally executed Supplemental Terms Amending Agreement to the other parties.

AS WITNESSED BELOW, the parties execute this Supplemental Terms Amending Agreement.

His Majesty the King in right of Canada, as represented by the Minister of Indigenous		
Services		
(signature)		
(print name)		

Witness as to Lytton First Nation's authorized signatory:	Lytton First Nation, as represented by itsauthorized signatory))
(signature)) (signature)
(print name)) (print name))
	(print title)

[Signature page to the Supplemental Terms Amending Agreement between Canada, Lytton First Nation, and TELUS]

Witness as to <i>Permittee's</i> authorized signatory:) TELUS Communications Inc., as) represented by its authorized signatory))
(signature)	(signature)
(print name))
) (print title)
) I have the authority to bind the corporation.

[Signature page to the Supplemental Terms Amending Agreement between Canada, Lytton First Nation, and TELUS]

SCHEDULE "A" RESOLUTION OF COUNCIL

BAND COUNCIL RESOLUTION - PLACEHOLDER

WHEREAS:

- A. We have negotiated the following instruments to be entered into between His Majesty the King in right of Canada, BC Hydro and the Lytton First Nation, to each of which this resolution is to be attached as a schedule:
 - a. Supplemental Terms Amending Agreement for Easement for Electric Power Transmission Lines applicable only to Lytton Reserves: Stryen IR 9, Lytton IR 9A, Nkaih IR 10, Skwayaynope IR 26, and Lytton IR 31;
 - b. Excluded Lands Permit for Electrical Transmission Works applicable only to Lytton Reserves: Stryen IR 9, Lytton IR 9A, Nkaih IR 10, Skwayaynope IR 26, and Lytton IR 31;
 - c. Supplemental Terms Amending Agreement for Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Seah IR 5, Lytton IR 5A, and Nesikep IR 6;
 - d. Excluded Lands Permit for Electrical Distribution Works applicable only to Lytton Reserves: Lytton IR 5, Lytton IR 5A, Nesikep IR 6;
 - e. Supplemental Terms Amending Agreement for Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Stryen IR 9, Lytton IR 9B, Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, Papyum IR 27A, Lytton IR 27B, Lytton IR 31; and
 - f. Excluded Lands Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Stryen IR 9, Lytton IR 9B, Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, Papyum IR 27A, Lytton IR 27B, Lytton IR 31.
- B. We have negotiated the following instruments to be entered into between His Majesty the King in right of Canada, TELUS, and the Lytton First Nation, to each of which this resolution is to be attached as a schedule:
 - a. Supplemental Terms Amending Agreement for Permit for Telecommunication
 Works applicable only to Lytton First Nation Reserves: Lytton IR 9B, Papyum IR
 27, and Lytton IR 27B;
 - b. Excluded Lands Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Lytton IR 9B, Papyum IR 27, and Lytton IR 27B;

- c. Supplemental Terms Amending Agreement for Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, and Papyum IR 27A; and
- d. Excluded Lands Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, and Papyum IR 27A.
- C. The terms used in this resolution that are defined in the instruments have the same meaning as in the instruments.

BE IT RESOLVED that the Council, on behalf of the Lytton First Nation:

- A. has read and understood the above listed instruments;
- B. has been advised by Canada to receive independent legal advice about the Supplemental Terms Amending Agreement before executing it and has been advised to continue to obtain such advice about the First Nation's rights and obligations;
- C. consents to the execution of the instruments listed above; and
- D. authorizes any one member of the Council to execute the above listed instruments on behalf of the Lytton First Nation.

DATED , 2023.		
Quorum for the Council is 5 members.		
Chief		
Councillor	Councillor	

Councillor	Councillor
Councillor	Councillor

SCHEDULE 2

LYTTON INDIAN RESERVE No. 9B

LYTTON FIRST NATION LAND CODE LANDS - LAND DESCRIPTION

Reserve lands within the Province of British Columbia, Canada In Kamloops Division, Yale District, more particularly described as:

That portion of Lytton Indian Reserve No. 9B, all as shown on Plan 108616 CLSR recorded in the Canada Lands Surveys Records (CLSR);

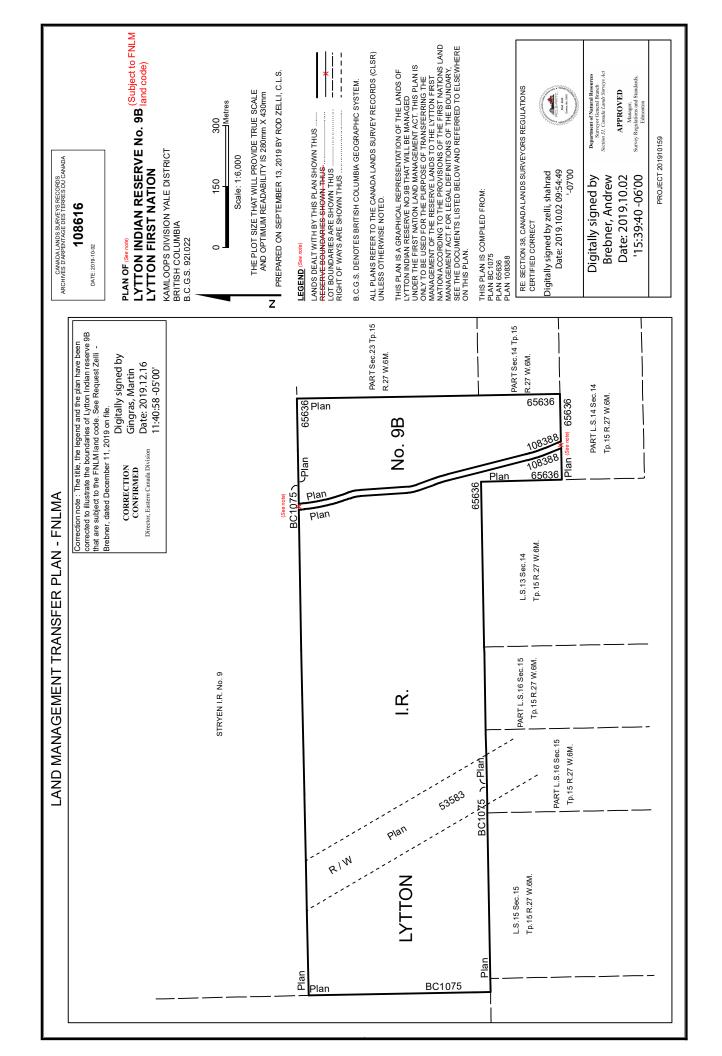
Total Lands containing by admeasurement 69.9 hectares (172 acres), more or less.

The above described Reserve Lands are subject to:

The terms and conditions set out Federal Order in Council 1930-208, registered in the Indian Land Registry System (ILRS) as No. 15203.

SCHEDULE 2 A:

Plan 108616 CLSR



SCHEDULE 3

PAPYUM INDIAN RESERVE No. 27

LYTTON FIRST NATION LAND CODE LANDS - LAND DESCRIPTION

Reserve lands within the Province of British Columbia, Canada In Kamloops Division, Yale District, more particularly described as:

Papyum Indian Reserve No. 27 as shown on Plan 53153, recorded in the Canada Lands Surveys Records (CLSR);

Save and except:

Lots 14 and 15 as shown on Plan 108802 CLSR.

Total Lands containing by admeasurement 49.6 hectares (123 acres), more or less.

The above described Reserve Lands are subject to:

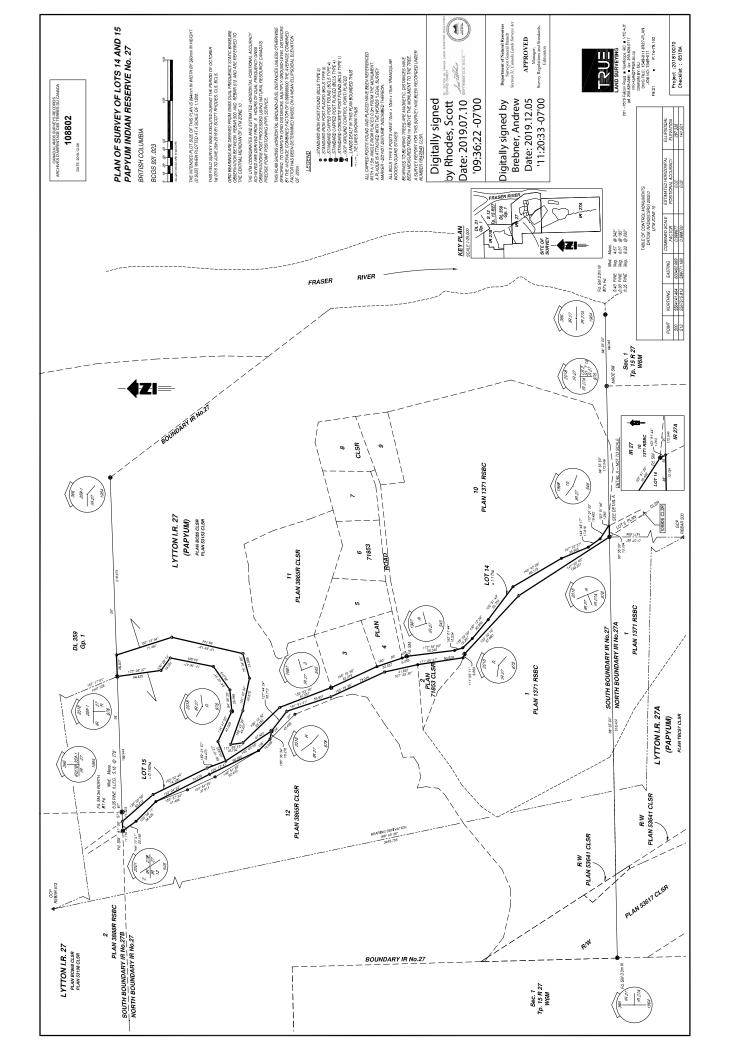
The terms and conditions set out Federal Order in Council 1930-208, registered in the ILRS as No. 15203.

SCHEDULE 3 A:

Plan 53153 CLSR,

Plan 108802 CLSR

IN SECTION 1, TOWNSHIP 15, RANGE 27 PLAN AND FIELD NOTES OF RESURVEY PAPYUM INDIAN RESERVE NO. 27 OF THE EXTERIOR BOUNDARIES OF WEST OF THE SIXTH MERIDIAN Scale: I Inch = 200 Feet KAMLOOPS DISTRICT BRITISH COLUMBIA LYTTON AGENCY CANADA LANDS SURVEYS RECORDS
Dail 17 NOV. 1966 Swarn before me at libracourse. The 6th day of January 1966 Lor 359 G1 PAPTUM IR NO. 274 PAPYUM I.R. NO.27 LYTTON I.R. NO. 27B



SCHEDULE 4

LYTTON INDIAN RESERVE No. 27B

LYTTON FIRST NATION LAND CODE LANDS - LAND DESCRIPTION

Reserve lands within the Province of British Columbia, Canada In Kamloops Division, Yale District, more particularly described as:

All of Lytton Indian Reserve No. 27B as shown on Plan 53198, recorded in the Canada Lands Surveys Records (CLSR);

Save and except Lots 3 and 4 on Plan 108820 CLSR.

Total Lands containing by admeasurement 24.2 hectares (59.7 acres), more or less.

The above described Reserve Lands are subject to:

The terms and conditions set out Federal Order in Council 1930-208, registered in the ILRS as No. 15203.

SCHEDULE 4 A: Plan 53198 CLSR, Plan 108820

A copy of this Plan has been filed.
In the Land Registration Offset of the Komboops
Land Registration District at
Kamloops under no. M 761 Department of Energy, Mines and Resources Oliuwo. 274. December 1966 Re. Section 43 Canada Unida Surveys Act Conference L. Thirthoite Surveyor General PLAN AND FIELD NOTES OF RESURVEY OF RANGE 27, WEST OF SIXTH MERIDIAN SECTIONS 1,11 AND 12, TOWNSHIP 15 LYTTON INDIAN RESERVE NO. 27B EXTERIOR BOUNDARIES OF CANADA LANDS SURVEYS RECORDS 5 3 1 9 8 Date 11 JAN 1967 THIS SURVEY WAS EXECUTED DURING THE PERIOD JULY 18 TO JULY 29, 1964. BY M.H.COLLINS B.C.L.S. KAMLOOPS DISTRICT BRITISH COLUMBIA Scale: I Inch = 200 Feet LYTTON AGENCY Sworn before me at Vancourer 1966 Lot 359 G1 580.12 Lot 21 G1 FE.WO, S.K. Papyum I.R. No. 27 LYTTON I.R. 27B 15" Pine 159"00" - 83", 12" Pine 209"00" - 54." 12" Pine 209"00" - 34." LS 5 Sec. 12 70.26 1,70.49 7 331.91 2 331.91 30 05, 10693 Sec. 2

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Reviewed Lill.

