

LAND TRANSFER AGREEMENT

This LAND TRANSFER AGREEMENT is dated for the 12th day of July, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Forests, Lands and Natural Resource Operations, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

0995817 B.C. LTD., a company incorporated under the laws of British Columbia having an address at P.O. Box 9, Lower Post, British Columbia, V0C 1W0

(the **Designated Company**) and together with the Province, the "**Parties**" and individually each referred to as a "**Party**")

WHEREAS:

- A. Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Aboriginal Relations and Reconciliation and the Kaska Dena Council entered into an incremental treaty agreement dated April 10, 2013 (the "**ITA Agreement**") pursuant to which the Province agreed to transfer to the Designated Company fee simple title to, *inter alia*, those lands and premises situate in the Peace River Assessment Area in the Province of British Columbia legally described as:

District Lot 7385 Cassiar District ("**DL 7385**"); and

Block A District Lot 7384 Cassiar District ("**DL 7384**" and collectively with DL 7385, the "**Lands**"); and

- B. The Designated Company and the Province have agreed to enter into this Land Transfer Agreement (this "**Agreement**") by which the Designated Company has agreed to convey to the Province all of the Designated Company's right, title and interest in and to DL 7384 and DL 7385 on the terms set out herein.

NOW THEREFORE the Parties agree as follows:

1. **Transfer.** The Designated Company hereby agrees to transfer and convey to the Province on the Closing Date all of the Designated Company's right, title and interest in and to DL 7384 and DL 7385 free and clear of all encumbrances save and except for the Permitted Encumbrances (as set out in Schedule "A" attached hereto) (the "**Transaction**").

2. **Closing Date.** The closing date of the Transaction shall be such date as the Parties agree to in writing as the closing date, provided that the closing date shall be within ten (10) business days of the execution and delivery of the ITA Amendment.
3. **Purchase Price.** The Purchase Price payable by the Province to the Designated Company for DL 7384 and DL 7385 is \$1.00 and will be exclusive of GST (as defined in paragraph 6 below).
4. **Payment of the Purchase Price.** The Purchase Price will be paid by the Province to the Designated Company on the Closing Date.
5. **Conditions Precedent.** The obligation of the Designated Company to complete the sale of the Lands is subject to Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Aboriginal Relations and Reconciliation and the Kaska Dena Council executing and delivering an amendment to the ITA Agreement (the "ITA Amendment") on or before November 30, 2016 pursuant to and in accordance with the terms of the letter of understanding between the negotiators for Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Aboriginal Relations and Reconciliation and the Kaska Dena Council dated as of the date hereof. The obligation of the Province to complete the sale of the Lands is subject to the representations and warranties of the Designated Company under this Agreement being true and correct on the Closing Date.
6. **Taxes.** The Province is responsible for any goods and services tax ("GST") in connection with the Transaction. The Province is registered for GST purposes and the Province's GST registration number is BN 10786 4738
7. **As Is/Where Is.** Except as otherwise provided in paragraph 8 of this Agreement, the Province acknowledges and confirms that it is acquiring DL 7384 and DL 7385 on an "as is/where is" basis and solely relying upon its own due diligence searches, investigations and inspections and without any express or implied representations or warranties by, or on behalf of, the Designated Company.
8. **Representations and Warranties.** The Designated Company represents and warrants to the Province with the knowledge that the Province will rely upon these representations and warranties in entering into this Agreement and completing its obligations under this Agreement that, now and on the Closing Date, (a) it has the power and authority to dispose of the Lands and the necessary proceedings have been taken by it to enter into this Agreement and to authorize it to carry out its obligations under this Agreement; (b) it has good, safe holding and marketable title to the Lands in fee simple free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and (c) to the best of the Designated Company's knowledge and information, the Lands have not been used for a prescribed industrial or commercial purpose or other purpose or activity prescribed under the *Environmental Management Act* (British Columbia) or any regulations made under that act.
9. **Site Profile.** The Province hereby waives any requirement for the Designated Company to provide the Province with a site profile for DL 7384 and DL 7385 pursuant to the *Environmental Management Act* (British Columbia) or any regulation in respect thereto.

10. **FAA.** The Province's obligation to pay money to the Designated Company is subject to the *Financial Administration Act* (British Columbia), which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
11. **Legal Advice.** The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and to seek independent legal advice with respect to its terms and conditions.
12. **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules to this Agreement form part of this Agreement.
13. **Further Acts and Assurances.** The Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
14. **No Implied Waiver.** Any waiver of:
 - (a) a provision of this Agreement;
 - (b) the performance by a Party of an obligation under this Agreement; or
 - (c) 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. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Company and its successors and the Province.
16. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
18. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by electronic or facsimile transmission.

Signed by the Designated Company as of the 13 day of July, 2016:

0995817 B.C. LTD.

Per: _____

Authorized Signatory

SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA represented by the
Minister of Forests, Lands and Natural
Resource Operations or the Minister's
authorized representative as of the 9th day
of July, 2016.

Minister of Forests, Lands and Natural
Resource Operations or the Minister's
authorized representative

Per:  _____

Schedule "A"

Permitted Encumbrances

The "**Permitted Encumbrances**" will mean the following:

1. Subsisting exceptions and reservations contained in the original Crown Grant or contained in any other grant or disposition from the Crown;
2. The following legal notations and charges, liens and interests registered or endorsed on title to DL 7385:
 - a. Legal Notations:
None
 - b. Charges, Liens and Interests:
Undersurface and other Exc & Reservations CA4311067 in favour of the Crown in Right of British Columbia;

Covenant CA4311068 in favour of the Crown in Right of British Columbia; and

Statutory Right of Way CA4311071 in favour of British Columbia Hydro and Power Authority;
3. The following legal notations and charges, liens and interests registered or endorsed on title to DL 7384:
 - a. Legal Notations:
None
 - b. Charges, Liens and Interests:
Undersurface and other Exc & Reservations CA4311068 in favour of the Crown in Right of British Columbia;

Covenant CA4311068 in favour of the Crown in Right of British Columbia; and

Statutory Right of Way CA4311070 in favour of British Columbia Hydro and Power Authority.