

APPROVALS

RE: Determination of Application Area Number 100112112

Approval Holder: Trans Mountain Pipeline ULC
Date of Issuance: September 24, 2020
Application Submitted Date: June 4, 2020
Application Determination Number: 100111043

CUTTING PERMITS

“Permit Area” means the areas described in condition 1 of Schedule A of the following Licence of Occupation

Tenure No.: 9000822

Document No.: 960731

APPROVAL

Pursuant to section 47.4 of the *Forest Act*, and subject to the conditions of these permits the Commission hereby approves the removal of Crown timber from the Permit Area under the cutting permits associated with the Master Licences to Cut as follows:

Master Licence to Cut No.: M02363

Cutting Permit No.: 27

Timber Mark No.: MTD143

Total New Cut: 0.54 hectares

Forest District: (DKA) Thompson Rivers Natural Resource Di

Region: Interior

Conditions

1. Timber harvesting under the above cutting permits must not commence until the Permit Holder has submitted the relevant appraisal documents to the Ministry of Forests, Lands and Natural Resource Operations and Rural Development and received confirmation of the stumpage rate.
2. Stumpage for the cutting permits will be determined according to the Interior Appraisal Manual (Manual) as amended from time to time.
3. Clearing must be confined to the areas approved in the spatial data referenced in condition 1 of Schedule A of the Licence of Occupation, and must not, without leave of the Commission, occur within:

- a) an area containing a significant mineral lick or bear den, unless it is not damaged by activities approved under this permit;
 - b) Old Growth Management Areas, other than those identified in conflict in the Old Growth Management Areas Mitigation and Replacement Plan for the Trans Mountain Pipeline ULC Trans Mountain Expansion Project NEB Condition 76, dated September 2016, unless the incursion is less than 0.1 ha; or
 - c) a Riparian Management Area, except as approved in the spatial data referenced above, unless the Riparian Management Area has been previously cleared.
4. Despite condition 3, the Approval Holder is permitted to fell any trees located on Crown land within 1.5 tree lengths of the Permit Area that are considered to be a worker safety hazard under applicable regulations and must be felled in order to eliminate the hazard. Trees or portions of these trees that can be accessed from the permit area without causing damage to standing timber may be harvested.
 5. All harvested Crown Timber must be marked with the cutting permit's associated Timber Mark (identified above) in accordance with timber marking requirements of the *Forest Act*.
 6. Any timber removed from the Permit Area must be scaled in accordance with scaling requirements of the *Forest Act*.
 7. The coast merchantability specifications identified in the Provincial Logging Residue and Waste Measurement Procedures Manual in place at the time the timber is harvested apply to these cutting permits.
 8. The holder of the cutting permits must pay to the Province any waste billing determined in accordance with the Master Licence to Cut and the terms of this approval.

Termination

9. The cutting permits terminate upon the submission of the post-construction plan required under the Licences of Occupation identified in the definition of Permit Area above or upon either the cancellation or expiry of those Licences.

Advisory Guidance

1. The Approval Holder should be aware that the approval under the *Forest Act* to harvest timber does not extend to harvesting within private land.
2. The Approval Holder should be aware that impacts to recreation features, trails, recreation facilities, interpretative forest sites or recreation sites identified, authorized or established under the *Forest and Range Practices Act* are subject to additional authorizations by the Ministry of Forests, Lands and Natural Resource Operations.

All pages included in this permit and any attached plan(s) form an integral part of this permit.



Justin Anderson
Authorizations Manager

Licence No. 960731

File No. 9000822

THIS AGREEMENT is dated for reference September 24, 2020 and is made under the *Land Act*.

BETWEEN:

OIL and GAS COMMISSION, a corporation continued under the *Oil and Gas Activities Act*, S.B.C. 2008, c.36, an agent of Her Majesty the Queen in Right of the Province of British Columbia, having its offices at 6534 Airport Road, Fort St. John, British Columbia V1J 4M6 (the "Commission")

AND:

TRANS MOUNTAIN PIPELINE ULC (INC. # A0070893)
2700, 300 – 5th Avenue SW
Calgary, Alberta T2P 5J2

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means **September 24, 2020**;

"Disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"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:

Crown Land within the Thompson - Okanagan Natural Resource Region, containing 0.497 of a hectare more or less, as identified in the spatial data submitted to the Commission in permit application 100111043, on June 4, 2020 and as revised with amendment application 100112112 on November 27, 2020, adding 1.818 hectares more or less; except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;

"Market Value of the Land" means the value of the Land as determined, from time to time, by us in our sole discretion;

"Province" means Her Majesty the Queen in Right of the Province of British Columbia;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them and which you are liable to pay;

"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 Commission alone and never refers to the combination of the

Commission 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, firm or association 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 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive 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.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for **Access** purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 You will pay to us:
- (a) for the first year of the Term, Fees of **\$500.00** payable within 90 days of the Offered 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 We will, not later than 15 days before each anniversary of the Commencement date during the Term, give written notice to you specifying the Market Value of the Land and the resulting amount payable by you under section 3.1.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under section 3.1(a) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.
- 3.4 You acknowledge that we may, on written notice to you and in our sole discretion, change the Fees payable by you under this Agreement.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, 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 laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting your use and occupation of the Land and the Improvements, and
 - (ii) the provisions of this Agreement;
 - (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the

- Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance 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 section 2.1;
 - (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
 - (h) 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*;
 - (i) 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;
 - (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
 - (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
 - (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
 - (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
 - (n) indemnify and save us, the Province and our and the Province's 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
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) 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 or the Province 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), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) 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
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if

you are not directed or permitted to remove an Improvement under paragraph (iv), 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 to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we and the Province are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Sustainability Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(n), you must indemnify and save us, the Province and our and the Province's servants, employees and agents harmless from against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Sustainability Act* (or any extension or enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us and the Province 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 or the Province arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection(c) whether or not you have actual notice of them
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim against us or the Province for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us and the Province in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a

- result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
 - (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii), (iii) or (iv) 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(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and
 - (k) 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 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.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 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 incurred by us and the Province to perform 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.
- 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, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us and the Province as additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury and property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
 - (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
 - (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
 - (d) deliver to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.
- 6.7 You acknowledge that we may, from time to time, notify 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 sublicense, 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 in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

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),
 - (b) and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
 - (g) if this Agreement is taken in execution or attachment by any person; or
 - (h) if we or the Province require the Land for our or the Province's own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;
- 8.2 this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.
- 8.3 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.
- 8.4 You agree with us that
- (a) you will make no claim 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 attempt 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 Fort St. John, British Columbia, and if we or our authorized representative have no office in Fort St. John, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Fort St. John, 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

OIL and GAS COMMISSION
Bag 2
Fort St. John, BC V1J 2B0;

to you

TRANS MOUNTAIN PIPELINE ULC
2700, 300 – 5th Avenue SW
Calgary, AB T2P 5J2;

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 sublicense, 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 sublicense, 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 agree with us that
- (a) 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
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us or the Province in any way.

11.7 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 the **OIL and GAS COMMISSION**
by a duly authorized signatory

A handwritten signature in black ink, appearing to read "Justin Anderson", is written over a light grey rectangular background.

Authorized Signatory – Justin Anderson,
Authorizations Manager

SIGNED on behalf of **TRANS MOUNTAIN PIPELINE ULC**
by a duly authorized signatory

Authorized Signatory

Licence of Occupation**Licence No.** 960731**File No.** 9000822

SCHEDULE A – ADDITIONAL CONDITIONS

This document replaces the current Licence of Occupation documentation you have, offered on September 24, 2020.

Approval Holder: Trans Mountain Pipeline ULC
Application Submitted Date: June 4, 2020
Application Determination Number: 100111043
Amendment Submission Date: November 27, 2020
Amendment Date of Issuance: February 19, 2021
Amendment Application Number: 100112112
Approved Disturbance Footprint: 2.315 hectares

Activity Area

1. The approvals granted under this Agreement to occupy and use the Land are limited to the areas identified in the spatial data submitted to the Commission in the permit application as identified in the following table:

| | | |
|------------------------------|---|---|
| CER Ancillary: Access | Activity No.: 206071-206076, 208901-208903 | Tenure No.: 9000822 Document No.: 960731 |
|------------------------------|---|---|

2. The approvals to occupy and use the Land identified in the above table activities must not exceed the total approved disturbance footprint as referenced above.

Notification

1. A notice of construction start must be submitted, as per the relevant Commission process at the time of submission, at least 48 hours prior to the commencement of activities under this Agreement.
2. The permit holder must notify any First Nation(s) who may have Aboriginal Interests identified, as per the BC First Nations Consultative Areas Database, within the area in which the works are to occur at least five (5) working days prior to project commencement.
3. Within 60 days of the completion of construction activities under this approval, you must submit to the Commission a final post-construction plan as a shapefile and PDF plan accurately identifying the location of the total area actually disturbed under this approval.

Environmental

4. Construction activities must not result in rutting, compaction or erosion of soils that cannot be reasonably rehabilitated to similar levels of soil productivity that existed on the operating area prior to the construction activities taking place.
5. You must make reasonable efforts to prevent establishment of invasive plants and organisms on the Land resulting from the carrying out of activities authorized under the Agreement.
6. You must ensure that the activities under this approval do not result in any deleterious materials being deposited into a stream, wetland or lake.
7. Any temporary access must be constructed and maintained in a manner that provides for proper surface drainage, prevents pooling on the surface, and maintains slope integrity.
8. Recreation sites, recreation trails, or recreation facilities established or authorized under the Forest and Range Practices Act that are adversely affected by construction activities must be restored to their pre-construction condition.

Licence of Occupation

Licence No. 960731

File No. 9000822

9. If construction activities result in the removal or rendering ineffective of a range barrier, you must, before livestock is turned out on the area, or, if livestock turnout has occurred, as soon as practicable, construct a replacement barrier that is at least as effective as the one removed or rendered ineffective was before the removal or rendering ineffective.
10. To protect karst features you must:
 - a) prior to construction, ensure a qualified professional completes an assessment identifying any mapped karst features within 150 m of approved activities,
 - b) submit a report, satisfactory to us, identifying the results of the assessment, including any potential impacts to a karst feature and any planned mitigation of those impacts, and
 - c) implement the mitigations, if any, specified in the report under b).
11. Approved activities must not cause a material adverse effect on the quality, quantity or natural timing of flow of water in an aquifer.
12. Except with leave of the Commission, the temporary or permanent storage of acid rock within the operating area is not authorized under this approval.
13. Immediately prior to conducting any clearing or significant maintenance activities between November 1 and April 15, the approval holder must have a Qualified Environmental Professional survey for any bear dens located within 250 metres of that activity.
14. Except with leave of the Commission, the approval holder must not undertake construction or significant maintenance activities within 250 metres of any active bear den between November 1 and April 15 that was identified by the survey conducted in accordance with the condition above.
15. Construction and significant maintenance activities within American Badger habitat, as identified in Trans Mountain's American Badger Mitigation and Habitat Restoration Plan, must be carried out in accordance with the following unless alternate mitigation is recommended by a qualified professional and accepted by the Commission:
 - a) Prior to commencing the activities, conduct a survey to identify American Badger burrows as necessary to comply with b) and c);
 - b) Not conduct the activities within 50 meters of any occupied badger burrow; and
 - c) Not conduct the activities within 500 meters of any occupied natal badger burrow between April 1 and July 15.
16. Dust control measures must be undertaken to ensure that dust resulting from construction or maintenance activities do not affect safe travel on a road or significantly impair the use and enjoyment of lawfully occupied permanent dwellings, significant public use areas or other similar areas.
17. You must undertake reasonable measures to mitigate noise during construction activities and use of the road that has the potential to affect public safety or significantly impair the use and enjoyment of lawfully occupied permanent dwellings, significant public use areas during periods of use or other similar areas.
18. Following completion of construction activities, you must, as soon as practicable:
 - a) decompact any soils compacted by the activity;
 - b) if natural surface drainage pattern was altered by the carrying out of the activity restore the affected area, to the extent practicable, to the drainage pattern and its condition before the alteration; and

- c) re-vegetate any soil exposed by the activities including, where necessary, using seed or vegetative propagules of an ecologically suitable species that:
 - (i) promote the restoration of the wildlife habitat that existed on the area before the oil and gas activity was begun; and
 - (ii) stabilize the soil if it is highly susceptible to erosion.
19. Following completion of construction activities, any retrievable surface soils disturbed by the activity must be redistributed on the land so that the soil structure is restored, to the extent practicable, to its condition before the activity was begun.
20. The Approval Holder must ensure that any Crown land within the activity area is maintained in a condition so as to minimize hazards, including but not limited to hazards associated with storage of materials and equipment.
21. The Approval Holder must ensure that any Crown land within the activity area is maintained free of garbage, debris and unused equipment.
22. At the completion of construction activities the approval holder must restore any identifiable trails traditionally used by First Nations that were impacted by construction, to the level of access that existed prior to construction, if the location of the trail is made known to the approval holder by a First Nation or the Commission prior to the approval holder's notice of construction start.

Archaeology

23. Where an Archaeological Impact Assessment (AIA) was required, an AIA report must be submitted to the Commission as soon as practicable.
24. If artifacts, features, materials or things protected under Section 12.1 of the Heritage Conservation Act are identified the permit holder must, unless the permit holder holds a permit under Section 12.4 of the Heritage Conservation Act (site alteration permit) in respect of that artifact, feature, material or thing, immediately cease all work in the vicinity of the artifacts, features, materials or things.

ADVISORY GUIDANCE

1. Construction Plans are for your internal reference only and were not reviewed as a decision tool for this Agreement, nor do they form an integral part of the Agreement.
2. Unless a condition or its context suggests otherwise, terms used in this approval have the same meaning as the Environmental Protection and Management Regulation under the *Oil and Gas Activities Act*.
3. You should be aware that the approval under s.39 of the Land Act does not extend to Indian Reserves; parks, protected areas or recreation areas designated under the BC Parks Act; municipal Crown land; or private land.
4. You should be aware that there may be First Nation's traditional, cultural, or spiritual activities occurring concurrently with maintenance activities, as well as areas of current use or cultural resources that overlap the activity area. All reasonable efforts should be made to minimize interference with those activities while carrying out the activities authorized herein.
5. Temporary access is intended to be short-term access to facilitate construction of an oil and gas activity. It is not intended for sustained use and is not constructed to oil and gas road standards.
6. Instructions for submitting notice of construction start, as required by regulation, can be found in the Oil and Gas Activity Operations Manual on the Commission's website.

September 24, 2020

Trans Mountain Pipeline ULC
 2700, 300 - 5th Avenue SW
 Calgary, AB T2P 5J2

Attention: Trans Mountain Pipeline ULC

RE: Determination of Application Number 100111043

Permit Holder: Trans Mountain Pipeline ULC
Date of Issuance: September 24, 2020
Effective Date: September 24, 2020
Application Submission Date: June 4, 2020
Application Determination Number: 100111043
Approved Disturbance Footprint: 0.497 ha

ACTIVITIES APPROVED

| | |
|---|---------------------|
| CER Ancillary No: 00206071, 00206072, 00206073, 00206074, 00206075, 00206076 | Type: Access |
|---|---------------------|

GENERAL APPROVALS AND CONDITIONS

APPROVALS

Land Act

1. The BC Oil and Gas Commission (the "Commission") under section 39 of the *Land Act* hereby approves the permit holder referenced above to construct and operate the following CER related activity(s), and the activities detailed in the Activities Approved table above, subject to the conditions contained herein, for the purposes of constructing and operating a pipeline under the *Canadian Energy Regulator Act* (Canada):
 - a. To construct and maintain ancillary activities as detailed in the Activities Approved table above.
2. The approvals granted under this permit are limited to the area identified in the spatial data submitted to the Commission in the permit application as identified and dated above; herein after referred to as the 'activity area'.
3. The Commission, pursuant to section 39 of the *Land Act*, hereby approves the occupation and use of any Crown land located within the activity area.
 - a. A Licence approved under section 39 of the *Land Act* for the Crown land portion of this application will follow. The permit holder is subject to the conditions contained in the Licence.

- b. The approval to occupy and use Crown land under the Licence expires two years from the date of issuance, unless the Commission has received notice of construction start, or this permit is otherwise extended, suspended, cancelled, surrendered or declared spent.
- c. The approval to occupy and use Crown land does not entitle the permit holder to exclusive possession of the activity area.
- d. The total disturbance within the activity area must not exceed the total approved disturbance footprint as referenced above.

Forest Act

4. The Commission, pursuant to section 47.4 of the *Forest Act*, hereby authorizes the removal of Crown timber from the activity area under the cutting permits associated with the Master Licence(s) as follows:

Master Licence to Cut No.: M02363
Cutting Permit No.: 27
Timber Mark No.: MTD143
Total New Cut: 0.54
Forest District: (DKA) Thompson Rivers Natural Resource District
Region: Interior

The cutting permit(s) are deemed spent upon the submission of the post-construction plan or upon either the cancellation or expiry of the activities authorized under the permit.

CONDITIONS

Notification

5. A notice of construction start must be submitted, as per the relevant Commission process at the time of submission, at least 48 hours prior to the commencement of activities under this permit.
6. Within 60 days of the completion of construction activities under this permit, the permit holder must submit to the Commission a post-construction plan as a shapefile and PDF plan accurately identifying the location of the total area actually disturbed under this permit. The shapefile and plan must be submitted via eSubmission.
7. The permit holder must notify any First Nation(s) who may have Aboriginal Interests identified, as per the BC First Nations Consultative Areas Database, within the area in which the works are to occur at least five (5) working days prior to project commencement.

Environmental

8. Construction activities must not result in rutting, compaction or erosion of soils that cannot be reasonably rehabilitated to similar levels of soil productivity that existed on the activity area prior to the construction activities taking place.
9. Any temporary access must be constructed and maintained in a manner that provides for proper surface drainage, prevents pooling on the surface, and maintains slope integrity.
10. The permit holder must make reasonable efforts to prevent establishment of invasive plants on the activity area resulting from the carrying out of activities approved under this permit.
11. Following completion of construction associated with the associated activities set out in the approved Activities table above, the permit holder must, as soon as practicable
 - a. decompact any soils compacted by the activity;
 - b. if natural surface drainage pattern was altered by the carrying out of the activity, the permit holder must restore, to the extent practicable, to the drainage pattern and its condition before the alteration;

- c. re-vegetate any exposed soil on the activity area including, where necessary, using seed or vegetative propagules of an ecologically suitable species that:
 - i. promote the restoration of the wildlife habitat that existed on the area before the oil and gas activity was begun, and
 - ii. stabilize the soil if it is highly susceptible to erosion.
- d. any retrievable surface soils removed from the activity area must be redistributed so that the soil structure is restored, to the extent practicable, to its condition before the activity was begun.

Clearing/Forest Act

12. The permit holder is permitted to fell any trees located on Crown land within 1.5 tree lengths of the activity area that are considered to be a safety hazard under applicable regulations and must be felled in order to eliminate the hazard. Trees or portions of these trees that can be accessed from the activity area without causing damage to standing timber may be harvested.
13. The holder of the cutting permit must pay to the government, stumpage and any waste billing determined in accordance with the terms of this approval.
14. The approved cutting permit does not grant the permit holder the exclusive right to harvest Crown timber from the activity area. Authority to harvest some or all of the timber may be granted to other persons. The permit holder's right to harvest timber applies to any timber found on the site at the time they undertake harvesting activities.
15. All harvested Crown Timber must be marked with the cutting permit's associated Timber Mark.
16. Any waste assessments applied under the Master Licence to Cut are subject to the merchantability specifications and monetary waste billing requirements in the Provincial Logging Residue and Waste Manual specific to the region associated with the Cutting Permit authorization.
17. Stumpage will be calculated in accordance with the Interior Appraisal Manual as amended from time to time. In the current version of the Interior Appraisal Manual, stumpage will be determined in accordance with Table 6-3 (volume based).

Archaeology

18. If artifacts, features, materials or things protected under Section 12.1 of the Heritage Conservation Act are identified the permit holder must, unless the permit holder holds a permit under Section 12.4 of the Heritage Conservation Act (site alteration permit) in respect of that artifact, feature, material or thing, immediately cease all work in the vicinity of the artifacts, features, materials or things.
19. An Archaeological Impact Assessment Report must be submitted to the Commission as soon as practicable.

ADVISORY GUIDANCE

1. Construction Plan - fig_123512347_rraa_01_access_site_maps_20200529.pdf is for the permit holder's internal reference only and was not reviewed as a decision tool for this permit, nor does it form an integral part of this permit.
2. Instructions for submitting notice of construction start, as required by regulation, can be found in the Oil and Gas Activity Operations Manual on the Commission's website.
3. Unless a condition or its context suggests otherwise, terms used in this approval have the same meaning as the Environmental Protection and Management Regulation under the Oil and Gas Activities Act.
4. Appropriate tenure may be issued upon acceptance of the post-construction plan. Submission of the original application and submission of the post-construction plan is considered an application for all subsequent applicable Land Act tenures. Upon the Commission's acceptance of the post-construction plan no further applications for replacement tenure are required.

5. Temporary access is intended to be short term access to facilitate construction of an oil and gas activity. It is not intended for sustained use and is not constructed to oil and gas road standards.

All pages included in this permit and any attached documents form an integral part of this permit.



Justin Anderson
Authorized Signatory
Commission Delegated Decision Maker

Copied to:

First Nations – Neskonlith Indian Band, Stk'emlupsemc te Secwepemc Nation (SSN), Little Shuswap Lake Indian Band, Simpcw First Nation (North Thompson), Tk'emlúps te Secwépemc (SSN)
Ministry of Forests District Office – (DKA) Thompson Rivers Natural Resource District