Land Code Certification
Iskut First Nation

Whereas: the Chief and Council of the Iskut First Nation submitted their Land Code and Individual Agreement to a Ratification Vote that concluded on May 14th, 2026.

Whereas: the Land Code and Individual Agreement were approved by the Ratification Vote that was concluded on May 14, 2026.

Whereas: as Verifier I reported on May 24, 2026, that the Ratification Vote was conducted in accordance with the Iskut First Nation Community Ratification Process.

Whereas: the Individual Agreement was signed by Chief and Council on behalf of the Iskut First Nation on May 22, 2026, and on May 25, 2026, the BC Regional Director General of Indigenous Service Canada signed the Individual Agreement on behalf of His Majesty the King in right of Canada.

The Individual Agreement is dated May 25, 2026.

Therefore, I hereby **certify** the Land Code, attached as Exhibit *'1'* hereto.

DECLARED BEFORE me at the
City of Victoria, in the province
of British Columbia, this 27th day
of May 2026

A.J. Gross, Verifier

A Commissioner for Taking Oaths
in and for the Province of British
Columbia

Macinly Fram
Barrister, Solicitor & Notary
210-174 Wilson St Victoria BC V9A 7N6
Tel: 250-888-0002 Fax: 778-433-0171

This is Exhibit 1 referred to in the affidavit of A.J. Gross sworn before me at Victoria, BC this 27 day of May, 2026

A Commissioner for taking Affidavits for British Columbia

Macinly Fram
Barrister, Solicitor & Notary
210-174 Wilson St Victoria BC V9A 7N5
Tel: 250-888-0002 Fax: 778-433-0171

Iskut
On-Reserve
Land Code

Date for Reference:

March 19, 2026

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RECEIVED 26/05/26 For Certification

VERIFIED MAR 27 2026

RECEIVED 03/25/26 For Verification

Whereas spirituality is an underlying and critical part of our identity as Tahltans;

Whereas Iskut is committed to developing and implementing a land code that is founded in principles of trust, honesty and integrity;

Whereas Iskut is committed to developing and implementing a land code that includes methods of enforcement that will protect the interests of Iskut;

Whereas the *Framework Agreement on First Nation Land Management* provides the option to First Nations of withdrawing their reserve land from the land management provisions of the *Indian Act* in order to exercise control over their land and resources for the use and benefit of their members;

Whereas under the *Framework Agreement,* Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands;

Whereas under the *Framework Agreement,* Canada has committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner consistent with the Canadian Constitution and the *Framework Agreement* acknowledges that Canada's special relationship with First Nations will continue.

Whereas Iskut became a signatory to the *Framework Agreement on February 2, 2025,* and wishes to govern Lands under this *Land Code;*

Whereas by enacting this *Land Code*, Iskut is affirming responsibility to care for and respect our Lands;

And Whereas the *Framework Agreement* is ratified by Iskut through community approval of this *Land Code*;

NOW THEREFORE, THIS LAND CODE IS ENACTED AS THE FUNDAMENTAL LAND LAW OF ISKUT:

CERTIFIED
MAY 27 2026

VERIFIED
MAR 27 2026

"*Eligible Voter*" means a member who has attained eighteen years of age on or before the last day of a Vote;

"*First Nation Lands Register*" means the lands register established pursuant to the *Framework Agreement*, or any successor lands register that may be established to replace the First Nation Lands Register;

"*Framework Agreement*" means the *Framework Agreement on First Nation Land Management,* entered into between First Nations and Canada on February 12, 1996, as amended from time to time;

"*Immediate Family*" means, in respect of an individual, a Spouse, parent, grandparent, child (including children adopted pursuant to Tahltan law of the laws of the Province of British Columbia), grandchild, sibling, or any person living as a member of that household;

"*Individual Agreement*" means the agreement between Iskut and Canada in accordance with the provisions of the *Framework Agreement*;

"*Interest*" means any interest, right, or estate of any nature in or to Lands, and includes a Member Only Interest, a lease, a life estate, an easement, a right of way, mortgage, charge, and a section 28(2) permit under the *Indian Act*, but does not include:

(a) Iskut title to the Land, including Aboriginal Title; and

(b) a Licence;

"*Iskut*" means Iskut First Nation, a "band" under the *Indian Act*, RSC 1985, c.I-5

"*Knowledge Keeper*" means a member, who may or may not be an Elder, with a deep understanding of Tahltan cultures, histories and worldviews and holds traditional and cultural knowledge of the Tahltan people.

"*Land*" or "*Lands*" means any reserve land, including Community Lands and Member Lands, which is subject to this *Land Code* and, for greater certainty, includes:

(a) Natural Resources;

(b) water and the beds underlying that water; and

(c) any riparian rights;

"*Land Code*" means this *Land Code*, as amended from time to time;

"*Lands Committee*" means the committee established under the 'Lands Committee' provisions of this *Land Code*;

"*Land Laws*" means this *Land Code* and other laws, including any emergency Land Laws, enacted under this *Land Code,* as amended from time to time;

"*Lands Meeting*" means a meeting open to the participation of Members for purposes set out in this *Land Code*;

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

2.6 Unless otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

2.7 The use of the masculine includes the feminine, and the use of the feminine includes the masculine.

2.8 Unless it is otherwise clear from context, including means including, but not limited to, and includes means includes, but not limited to.

2.9 This *Land Code* shall be interpreted in a fair, large and liberal manner.

2.10 Any reference to a court in this *Land Code* includes a justice of the peace appointed by Iskut with authority in respect of Land Laws.

2.11 The structure, bodies, and procedures established by or under this *Land Code* will be interpreted in accordance with the cultures, traditions, and customs of Iskut.

2.12 A reference to Land in this *Land Code* means all rights and resources in and of the land, and includes:

(a) The water, beds underlying water, riparian rights, air rights, minerals and subsurface resources, and all other renewables and non-renewable Natural Resources in and of that land, water or air to the extent that these are under the jurisdiction of Canada; and

(b) All the Interests and Licenses granted by His Majesty the King in right of Canada listed in the Individual Agreement

3. Consistency and Paramountcy

3.1 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* prevails to the extent of the inconsistency or conflict.

3.2 If there is an inconsistency or conflict between this *Land Code* and any other Land Law or by-law under the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.

4. Non-Abrogation

4.1 This Land Code does not abolish, repeal or otherwise abrogate, or detract, diminish or otherwise derogate from, any Aboriginal treaty or other right or freedom that may pertain now or in the future to Iskut or its Members, including, without limitation, rights to land, water, air, and Natural Resources.

4.2 This Land Code is not intended to affect the eligibility of Iskut or any Member to receive services to participate in such public or Aboriginal programs as may be established from time-to-time to the extent that Iskut has not assumed responsibility for such services and programs.

CERTIFIED MAY 27 2026
VERIFIED MAR 27 2026

6.2 The *Framework Agreement* will be ratified and confirmed when this Land Code comes into effect.

PART III
LANDS

7. Description of Lands

7.1 Lands subject to this *Land Code* are the following reserves of Iskut:

(a) Lands described in "Appendix G" of the Individual Agreement;

(b) Lands added to reserve after this *Land Code* comes into force; and

(c) Lands added to reserve through a land exchange in accordance with this *Land Code.*

8. Additional Lands

8.1 The following lands may be made subject to this Land Code in accordance with subsection 9.1 [*Inclusion of Land or Interest]* if they are, or become, reserve lands and the following applicable conditions are met:

(a) any Lands owned jointly by Iskut and another First Nation or other First Nations, when all the First Nations agree upon a joint management scheme for those lands; and

(b) any land or Interest acquired by Iskut after this Land Code comes into effect, whether by land claim, purchase or other process, after an Environmental Audit prepared by an Environmental Consultant expresses the view that the land does not pose a significant risk to human health or the environment.

8.2 For greater certainty, subsection 8.1 [*Additional Lands*] applies to land acquired by land exchange in accordance with subsection 18 [*Voluntary Exchange of Lands*].

9. Inclusion of Land or Interest

9.1 When the conditions in subsection 8.1 [*Additional Lands*] are met, Council may, by passing a Resolution, declare the lands or Interest to be subject to this *Land Code.*

9.2 For greater certainty, a Vote is not required for amending the description of the Land in subsection 7.1 [*Description of Lands*] and in the Individual Agreement when lands are added in accordance with subsection 9.1.

9.3 At least thirty (30) days before Council intends to consider a Resolution declaring any lands set out in subsection 8.1 [*Additional Lands*] to be subject to this Land Code, Council shall Publish the proposed inclusion of those lands which shall include:

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

11. Lands Committee

11.1 Council must establish the Lands Committee and appoint its members in accordance with this *Land Code*.

11.2 As soon as possible after this *Land Code* comes into effect, Council must, by Council Resolution, appoint persons to serve on an interim basis on the Lands Committee.

11.3 No later than twelve months after the *Land Code* comes into effect, Council must, by Council Resolution, appoint the members of the Lands Committee which could include persons who served on an interim basis or new persons.

11.4 Members of the Lands' Committee must be appointed to serve a three-year term, which term may be renewed by Council from time to time.

11.5 Council must ensure that there are always at least three members on the Lands Committee.

11.6 Council must, by Council Resolution, establish terms of reference for the Lands Committee regarding committee composition, eligibility, remuneration of members, and similar matters.

11.7 In addition to carrying out the functions of the Lands Committee under this *Land Code*, the Lands Committee may advise Council and the Lands office on the following:

(a) Land related matters, including the granting of Interests and Licenses;

(b) Land use plans;

(c) Land related policies and Land Laws; and

(d) recommendations from Members and others regarding Lands and environment concerns and priorities.

11.8 Council may, by Council Resolution, delegate Land related authorities, other than enacting Land Laws, to the Lands Committee, including authority related to particular Lands projects, developments, or activities.

11.9 Council may terminate the appointment of any member of the Lands Committee who fails to:

(a) attend three consecutive meetings of the Lands Committee without the approval of the chair of the Lands Committee;

(b) undertake their duties as a member of the Lands Committee under this *Land Code*; or

(c) comply with the terms of reference or any code of conduct for the Lands Committee.

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

habitat on the Lands;

(q) mortgages, secured interests and priorities relating to Interests;

(r) provision of local services and the imposition of user charges, including development cost charges or other similar charges;

(s) provision of services for the resolution, outside the courts, of disputes;

(t) public and private nuisance;

(u) purchase, acquisition or sale of lands in accordance with the Indian Act and this Land Code;

(v) regulation, control, authorization and prohibition of residency, access and the occupation and development of lands;

(w) removal of, and enforcement and prosecution against persons trespassing upon the Lands or frequenting the Lands or areas of the Lands for prohibited purposes;

(x) setting aside, protection and regulation of heritage sites, cultural sites, traditional sites, and spiritual sites and wildlife refuges;

(y) setting aside, protection and regulation of parks, parklands, trails and recreational lands;

(z) registration of Interests and Licenses, including priority of registration;

(aa) regulation of development, building and construction, including the application of building codes, engineering standards and other standards;

(bb) regulation of roads, intersections, traffic and transportation, including safety and insurance requirements;

(cc) regulation of sanitary conditions and the provision of sanitary services in private premises and public places;

(dd) setting of fees, rents, royalties and charges for Interests and Licenses in the Lands;

(ee) setting aside of lands for Community Purposes or works;

(ff) use and storage of firearms, fireworks, weapons and hazardous materials or substances on the Lands;

(gg) zoning, land use planning and development, including requirements for contributions to the community;

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

address; and

(b) the potential benefits of the proposed Land Law to Iskut.

13.8 Upon receipt of a proposed Land Law pursuant to Section 13.5, Council may:

(a) table the Land Law proposal for further review by Council;

(b) request further information from the Member or employee of Iskut who proposed the Land Law; or

(c) decline the Land Law proposal and provide written reasons for their decision.

13.9 Except where Council has decided to enact an emergency Land Law in accordance with this *Land Code*, the Lands office:

(a) must consult with the Lands Committee regarding a draft Land Law and consider any advice provided by the Lands Committee;

(b) must Publish a draft Land Law so that it is available for Member viewing until such time as a final decision is made in respect of that Land Law;

(c) must convene, in accordance with the requirements of this *Land Code,* one or more Lands Meetings to consider the draft Land Law;

(d) may provide to Members any other information related to a draft Land Law that the Lands office considers appropriate; and

(e) may adjust, as the Lands office considers appropriate, a draft Land Law that has been Published.

13.10 After the Lands office has finalized the development of a draft Land Law, the Lands office must present the draft Land Law to Council for consideration, and must include a summary of any input received from Members and the Lands Committee.

13.11 After Council has received a draft Land Law from the Lands office, Council may:

(a) decide whether or not to enact the draft Land Law as presented by the Lands office;

(b) enact the draft Land Law after making minor amendments to the draft Land Law, such as changes to the title or headings, typographical or grammatical errors, and minor changes to align the draft Land Law with other laws of Iskut;

(c) request that the Lands office undertake further work on the draft Land Law for reconsideration by Council; or

(d) decide for any other reason that the draft Land Law should be reconsidered by Council at a later date.

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

LANDS MEETINGS AND VOTES

16. Lands Meetings and Votes

16.1 The Lands office must hold a Lands Meeting:

(a) Prior to Council enacting a law respecting:

(i) a community plan or subdivision;

(ii) Member Only Interests;

(iii) matrimonial real property on Land;

(iv) the transfer and assignments of rights or Interests in Land;

(v) the rate and criteria for the payment of fees or rent for Land;

(vi) expropriation; and

(vii) environmental assessment and protection;

(b) whenever the Lands office is required, under this *Land Code*, to seek Member input on a proposed Land Law or other Land related matters; and

(c) for any matter that requires a Vote under subsection 16.2; and

(d) respecting any other matter, Law, or class of Law that Council, by Resolution, declares to be subject to this subsection.

16.2 A Vote is required to determine whether a majority of participating Eligible Voters:

(a) approve the adoption of a land use plan;

(b) approve any major amendment to a land use plan;

(c) approve a voluntary exchange of Lands;

(d) approve, in accordance with this *Land Code*, any substantive amendments to this *Land Code*;

(e) approve a Law that includes provisions setting a period of greater than 10 years as the term of any Interest or Licence that may be granted to non-Members;

(f) authorize Council to grant or extend an Interest of Licence, other than Member Only Interests, in Land for a term of greater than 10 years, except for in accordance with a Law that has already received approval under subsection (f) above; and

(g) approve of enacting a draft Land Law or deciding on any other Lands matter

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

(e) set out the methods of participation, including by telephone, online, in-person, mail-in ballot, or any combination of these methods.

16.9 Notwithstanding Section 16.8, in the case of emergency or special circumstances where a delay in consideration of the matter is not in the best interests of Iskut, Council may call a meeting with less than fourteen (14) day notice provided:

(a) a notice has been posted; and

(b) direct phone calls are made to all Elders for whom Iskut administration has phone numbers.

16.10 Council shall make reasonable efforts ensure that all Eligible Voters are able to make an informed decision on all matters requiring a Vote. Council may:

(a) Schedule more than one meeting of the Members as determined to be necessary to ensure that Members are well informed before making a decision;

(b) Provide information through online channels such as the Iskut website or social media;

(c) Deliver print materials door-to-door or through the mail; and

(d) Use any other method it deems appropriate to communicate with members.

16.11 A person must not in any way interfere with a Vote, where interference includes:

(a) providing any inducement or reward for a person to vote or refrain from voting, or for a person to vote or refrain from voting at a Lands meeting; and

(b) preventing a person from voting, including by any form of threat, intimidation, or bribe.

16.12 Any person who interferes with a Vote under this section is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

PART VII
PROTECTION OF LAND

17. Expropriation

17.1 Iskut may only expropriate an Interest or Licence if:

(a) An expropriation Land Law has been enacted in accordance with this *Land Code*; and

(b) All requirements regarding expropriation under the *Framework Agreement* and the expropriation Land Law have been met.

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

20.2 A person who has a conflict of interest related to Lands must:

(a) disclose that conflict of interest to Council, and to the person or body which is considering or voting on the matter related to Lands; and

(b) not take part in any further consideration of that matter, nor vote on that matter.

20.3 If a board, committee or other body is unable to act in respect of a matter related to Lands due to a conflict of interest, the matter must be referred to Council.

20.4 If Council is unable to vote on a matter related to Lands, or a proposed Land Law, due to a conflict of interest, the members of Council not subject to the conflict of interest shall select one or more respected Elders or Knowledge Keepers, as necessary to establish quorum, to sit with them to consider the matter, Law or Resolution. For greater certainty, any Elder or Knowledge Keeper selected shall have the same rights and obligations as any other member of Council with respect to consideration of the matter, Law, or Resolution, including conflict of interest obligations.

20.5 A question regarding a potential conflict of interest may be referred to dispute resolution under a Land Law with the agreement of the person who is alleged to have the conflict of interest.

20.6 Council may establish additional conflict of interest rules in financial administration law or other Land Law.

21. Accountability for Conflicts of Interest

21.1 A person fails to meet the conflict-of-interest obligations under this *Land Code*

where that person:

(a) fails to declare a conflict of interest;

(b) provides incomplete or misleading information regarding a conflict of interest;

(c) improperly participates in a decision in which they have a conflict of interest; and

(d) fails to comply with conflict-of-interest rules established by Council applicable to signing cheques or financial transfers.

21.2 If a person fails to meet the conflict-of-interest obligations under this *Land Code*, Iskut or a Voter may apply to a court for any of the following:

(a) an order that the person pay to Iskut an amount equal to the total funds received as a result of the conflict of interest;

(b) award of damages;

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

(c) fees, fines, charges, and other monies collected by Iskut in respect of Lands, including under any Land Laws.

22.6 Council must, by Council Resolution, appoint at least three signing officers with authority to issue cheques or approve the transfers of Iskut funds.

22.7 No cheque is valid unless it is signed by at least two appointed signing officers.

22.8 No other transfer of Iskut funds is valid unless it is approved in writing by at least two signing officers.

22.9 A signing officer must not, in relation to Iskut funds, issue cheques, or carry out other transfers to themselves or to any entity in which they have an ownership interest or are a director.

22.10 A person ceases to be a signing officer if the person ceases to be on Council, ceases employment with Iskut, or their appointment as a signing officer is terminated.

22.11 Council may establish limits on the authority of signing officers including:

(a) the maximum dollar amount of signing authority; and

(b) conflict of interest rules applicable to signing cheques or transfers of funds.

22.12 Council must, by Council Resolution:

(a) establish security screening and training processes for signing officers; and

(b) periodically review and revise security screening and training processes.

22.13 Council will adopt an annual Lands budget for each fiscal year as it relates to all revenues and expenditures relating to Lands.

22.14 Council will attempt to adopt the annual Lands budget prior to the start of each fiscal year or as early as possible within that fiscal year.

22.15 Until Council adopts the annual Lands budget, the Lands budget for the previous fiscal year, including any supplementary Lands budgets, will continue to apply.

22.16 During a fiscal year, Council may adopt one or more supplementary Lands budgets for that fiscal year.

22.17 After adopting an annual Lands budget or a supplementary Lands budget, Council must Publish the budget or direct the Lands office to Publish the budget.

22.18 No person or body shall spend moneys, or make financial commitments, related to Lands unless the spending is authorized under a Lands budget.

22.19 Any person or body who spends moneys, or makes financial commitments,

CERTIFIED MAY 27 2026
VERIFIED MAR 27 2026

(e) Summary of Lands governance activities;

(f) a copy and explanation of the annual audited financial statements prepared in accordance with the financial management Law as it applies to Lands; and

(g) any other matters, as may be directed by Council.

24. Access to Information

24.1 Any person may, during normal business hours at Iskut's main administrative office, have reasonable access to:

(a) the register of Laws;

(b) any reports of the auditor prepared in accordance with the financial management Law; and

(c) the annual reports of Lands.

24.2 Any Member may, upon payment of reasonable copying expenses, obtain a copy of any auditor's report, annual report or Law.

24.3 Any person authorized by Council may inspect Iskut's financial records related to Lands.

PART X
INTERESTS AND LICENCES IN LAND

25. Registration of Interests and Licences

25.1 Any grant, disposition, transfer, renewal, or assignment of an Interest or Licence after this *Land Code* comes into force is void if:

(a) it is not registered in the First Nation Lands Register;

(b) it is registered in contravention of this *Land Code*; or

(c) It is otherwise in contravention of this *Land Code.*

25.2 No person shall register in the First Nation Lands Register any grant, disposition, transfer, renewal, or assignment of an Interest or Licence unless:

(a) it is accompanied by any approval, by Council or by Vote, which may be required under this *Land Code*;

(b) all registration requirements under federal regulations for the First Nation Lands Register are met; and

(c) any applicable fees are paid and all registration requirements under any

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

the grant does not exceed the duration of the lease.

27.6 Council may, in its sole discretion, waive the requirement of consent of Council for any grant, disposition, transfer, renewal, or assignment of an Interest or Licence, including those related to a will, intestacy, or a court order.

27.7 Council may, by Council Resolution, delegate to the Lands Committee or Lands office, Council's authority to consent to a grant, disposition, transfer, renewal, or assignment of Interests and Licences.

28. Natural Resources

28.1 All Natural Resources in Lands belong to Iskut.

28.2 In accordance with this *Land Code* and any Land Laws, Council may, in respect of Natural Resources:

(a) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Community Lands; and

(b) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Member Lands within consent of the relevant Member at their discretion.

28.3 No person may remove, or permit anyone to remove from Lands, without written consent of Council or in accordance with a relevant Land Law:

(a) minerals, stone, sand, gravel, clay, or soil;

(b) trees, saplings, shrubs, underbrush, timber, cordwood or hay;

(c) water; or

(d) similar type materials.

28.4 Despite subsection 28.3, on Community Lands, for non-commercial purposes, Members may engage in:

(a) reasonable extraction of renewable Natural Resources such as berries, medicines, small plants and spring water; and

(b) fishing.

28.5 Despite subsection 28.3, Members may on their Member Only Interests, for non-commercial purposes:

(a) engage in reasonable extraction of renewable Natural Resources such as berries, medicines, small plants and spring water; and

(b) cut and remove trees under 15 feet tall, saplings, shrubs, underbrush, grass, and similar materials.

CERTIFIED MAY 27 2026

VERIFIED MAR 27 20

31. A-to-A Leasing

31.1 Members may lease Lands to themselves.

31.2 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:

(a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;

(b) the mortgage or charge received approval, if required under a Land Law;

(c) the mortgage or charge was registered in the First Nation Lands Register; and

(d) Council received written notice of the default, subsequently had one hundred and twenty calendar days to redeem the mortgage or charge, and has not redeemed the mortgage or charge within that time.

31.3 If Council redeems a mortgage or charge with respect to a leasehold Interest within the prescribed time, Iskut becomes the lessee of the land and takes the position of the mortgagor or charge holder for all purposes after the date of redemption.

31.4 Council may waive its one hundred and twenty calendar day right of redemption for any mortgage or charge of a leasehold Interest.

31.5 If Council fails to exercise its right of redemption with respect to a leasehold Interest within the prescribed time, then the mortgagee or chargee may seize the leasehold Interest and subsequently transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.

31.6 If a leasehold Interest is seized and transferred or assigned to a third party in accordance with this *Land Code*, neither the consent of Council nor any other approval required for a mortgage or charge under a Land Law is needed for that third party to obtain a mortgage or charge in respect of that leasehold Interest, provided that:

(a) the mortgage or charge is obtained within sixty calendar days of the transfer or assignment of the leasehold Interest;

(b) the mortgagee or the chargee in respect of the mortgage qualifies as an "approved lender" for Canada Mortgage and Housing Corporation insured mortgages;

(c) the mortgage must be for the purpose of purchasing the leasehold Interest, or construction or repair on the leasehold Interest; and

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026

34.4 Subject to any Land Laws, the following persons have a right of access on the following Lands:

(a) a member, their spouse and children, as well as the Member's invitees, on Community Lands, on the Lands for which that Member has a Member Only Interest, and on the Lands for which that Member has a right to reside;

(b) Interest holders or Licence holders and their invitees, on Lands set out in that Interest or Licence and on other Lands to the extent necessary to access those Lands set out in the Interest or Licence, all in accordance with the terms of that Interest or Licence;

(c) peace officers, and officials responding to natural disasters, emergencies, or urgent health and safety matters on Lands, or acting under federal, provincial or Iskut law on Lands; and

(d) any person has a right to access Community Lands and roads for social or business purposes, provided that they do not interfere with any Interest, Licence, or any other occupation of Lands, and that Council has not passed a resolution prohibiting access.

34.5 Notwithstanding any other provision of this *Land Code*, Council:

(a) may, by Council Resolution, impose temporary closures or access restrictions on any Lands in order to protect those Lands, or to protect health, safety, environment, or cultural assets; and

(b) must Publish a notice of that closure or those restrictions.

35. No Liability

35.1 Iskut is not liable for injuries or damages suffered by a person exercising a right of residency, occupation, or access to the portion of Land that is subject to the person's Interest or Licence.

36. Trespass and Offences

36.1 Any person who, enters onto or stays on Lands:

(a) without a right to reside on those Lands;

(b) without a right of access to those Lands;

(c) in violation of a Land Law; or

(d) in violation of a temporary closure or restriction on access on those Lands

is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code* or any applicable Land Law.

CERTIFIED MAY 27 2026

VERIFIED MAR 27

entity which commits an offence under this *Land Code* may be convicted of that same offence, whether or not the organization, corporation or other entity is convicted of the offence.

39. Liability

39.1 Council must obtain and maintain the insurance coverage that Council considers appropriate to protect Iskut officers and employees from and against personal liability arising from the performance of their duties under this *Land Code*.

40. Amendments to Land Code

40.1 Council may, by Council Resolution, make amendments to this *Land Code* that do not change the substance of this *Land Code*, including:

(a) changes in this *Land Code* required to address inconsistencies with the *Framework Agreement*;

(b) minor improvements necessary to clarify the drafting of provisions of this *Land Code*; and

(c) corrections, grammatical, and typographical errors.

40.2 A Vote is required for any amendments to this *Land Code* other than amendments which may be made by Council, by Council Resolution.

41. Commencement

41.1 This *Land Code* has been approved by a Vote of eligible voters.

41.2 This *Land Code* comes into force on the first day of the month following certification of this *Land Code* by the Verifier.

CERTIFIED MAY 27 2026

VERIFIED MAR 27 2026