INDIGENOUS SERVICES CANADA

NOTICE OF REFERENDUM

TAKE NOTICE THAT a referendum vote will be held by secret ballot to determine if a majority of the participating voters of Xaxli'p are in favour of, and approve of:

> a Designation in the Province of British Columbia, in Lillooet District, of Lot 9-2-1 of Fountain Reserve No. 1B as shown on Plan 101547, recorded in the Canada Lands Surveys Records in Ottawa, Ontario, containing approximately 2.02 hectares (4.992 acres), as described in Annex "A" attached to this Notice of Referendum.

AND FURTHER TAKE NOTICE THAT the question to be submitted to the voters is:

> Are you in favour of, and do you approve of, the Designation of Lot 9-2-1, for the purposes set out in Annex "A" to the Notice of Referendum signed by the Electoral Officer and dated November 7, 2025?

AND FURTHER TAKE NOTICE THAT the referendum will be held on January 26, 2026 and the voters may vote between the hours of 9:00 am and 8:00 pm, local time, at a polling station located at:

> 1433 Fountain Valley Road
> Lillooet, BC V0K 1V0

AND FURTHER TAKE NOTICE THAT:

1. Voters may vote either by a mail-in ballot or in person at a polling station, but not both.

2. A mail-in ballot package (including a Notice of Referendum, a mail-in ballot, and an information package) will be mailed or delivered to voters who reside off the reserve and for whom an address has been provided by Xaxli'p to the electoral officer.

   At the request of a voter who resides on the reserve, the electoral officer will provide the voter with these documents.

3. If a voter was mailed, delivered or provided a mail-in ballot, the voter may only vote in person at a polling station if:

   a) the voter returns the mail-in ballot to the electoral officer or deputy electoral officer; **or**

   b) where the voter has lost the mail-in ballot, the voter provides the electoral officer or deputy electoral officer with a written affirmation that the voter has lost the mail-in ballot, signed by the voter in the presence of the electoral officer, deputy electoral officer, a justice of the peace, a notary public or a commissioner for oaths.

AND FURTHER TAKE NOTICE THAT an information meeting will be held at the date, time, and location shown below:

January 14, 2026 from 5pm to 8pm
1433 Fountain Valley Road
Lillooet, BC V0K 1V0

AND FURTHER TAKE NOTICE THAT a list of voters is being posted at the same time and at the same locations as this Notice of Referendum. Upon request, the electoral officer or deputy electoral officer will confirm whether or not the name of a person is on the voters list.

An application for a change to the voters list may be made to the electoral officer at the address noted below. For further information, please see the document entitled “Voting and the List of Voters” attached to the voters list.

DATED at Vancouver, British Columbia, on November 7, 2025.

stelkia, tanya

Digitally signed by stelkia, tanya
DN: C=CA, O=GC, OU=ISC-SAC, CN="stelkia, tanya"
Reason: I am the author of this document
Location:
Date: 2025.11.07 11:51:34-08'00'
Foxit PDF Editor Version: 2025.1.0

Tanya Stelkia, Electoral Officer
Indigenous Services Canada
600 - 1138 Melville Street
Vancouver, BC V6E 4S3
Telephone: (236) 330-3829
Fax: (236) 775-71449

Annex "A"

XAXLI'P

DESIGNATION FOR LEASING

BACKGROUND:

A. Fountain Indian Reserve No 1B (the "**Reserve**") is a reserve within the meaning of the *Indian Act* that has been set apart by His Majesty the King in right of Canada ("**Canada**") for our use and benefit.

B. Xaxli'p ("we" or "Xaxli'p") want to designate under subsection 38(2) of the *Indian Act* certain lands in the Reserve for the purposes set out in this document (the "**Designation**").

C. There are no custom interests or rights of individual members on the lands to be designated.

D. On May 6, 2025 by Resolution No. 592-05-06-2025-002 our council requested that the Minister of Indigenous Services order a referendum vote on this Designation.

E. On November 7, 2025, the Minister of Indigenous Services ordered a referendum vote under section 3(1) of the *Indian Referendum Regulations* on this Designation.

F. On [Month Day, Year], in accordance with the *Indian Act* and the *Indian Referendum Regulations*, a majority of the eligible votes in the referendum were in favour of this Designation.

TERMS OF THE DESIGNATION:

1. Lands Being Designated

(a) We hereby designate under subsection 38(2) of the *Indian Act* all of our rights and interests and those of our members required to carry out the purposes of this Designation in those parts of the Reserve described as follows:

In the Province of British Columbia
In Lillooet District
In Fountain Indian Reserve No. 1B

All of Lot 9-2-1 shown on Plan 101547 recorded in the Canada Lands Surveys Records in Ottawa, containing about 2.02 hectares (4.992 acres)

(the "**Designated Lands**").

(b) The Designated Lands exclude all mines and minerals, whether precious or base, solid, liquid, or gaseous.

(c) The Designated Lands are subject to all third-party encumbrances on them at the date of this Designation, which include:

i. Blanket Permit to British Columbia Hydro and Power Authority dated June 17, 1969 and registered in the Indian Lands Registry System under number 10677.
ii. Right of Way Agreement to British Columbia Hydro and Power Authority dated April 25, 1969 and registered in the Indian Lands Registry System under number 11080.
iii. Blanket Permit to Telus Communication Inc. dated July 6, 2021 and registered in the Indian Lands Registry System under number 6127342.

2. Duration of Designation

(a) This Designation will start on the date that the Minister of Indigenous Services accepts it and will continue for a term of 99 years.

3. Authorized Uses of the Designated Lands

(a) Leases of all or part of the Designated Lands may only be granted for the construction and operation of, and uses ancillary to, a green hydrogen production facility (the "**Approved Project**") on terms consistent with this Designation ("**Leases**").

(b) Leases may allow assignments, mortgages, and subleases.

(c) Easements, permits, rights-of-way, licences, restrictive covenants, and other commercially reasonable agreements, interests, and rights ("**Other Instruments**") may be granted, issued, or entered into with respect to all or part of the Designated Lands if reasonably necessary for, or in aid of, the primary purpose of a Lease or use of the Designated Lands or, at council's discretion, use of the adjacent Reserve lands. This includes the ability to enter into non-disturbance agreements with sublessees and mortgagees of any Lease (or any lease derived from such Lease) to allow for, if the lessee's interest in the Lease is terminated:

(i) such sublessees and mortgagees to continue undisturbed on the terms and conditions of their original interests;

(ii) the grant of new Leases to such sublessees and mortgagees, which, in the case of any such sublessee or tenant under a derivative lease, would be for rent determined under the terms of such sublease or derivative lease, as the case may be; or

(iii) both (i) and (ii).

(d) The term of any Lease or Other Instruments granted or issued under this Designation must not extend beyond the term of the Designation.

4. Xaxli'p is to be a Party

(a) Leases and Other Instruments must include Xaxli'p as a party.

5. Rent, Fees & Value

(a) An appraisal of the Designated Lands was prepared by North Cariboo Appraisals Ltd. on May 15, 2025. It appraised fair market rent for a Lease of the Designated Lands for the Approved Project at $12,735.00 annually, for the first five-year period of the proposed Lease.

(b) Leases must be for fair market rent, except for a lease to a corporation, limited partnership, or other entity 100% beneficially owned by Xaxli'p ("**Nation Entity"**), which may be for less than fair market rent. Council has the discretion to determine if a Lease is to be granted to a Nation Entity or some other person or entity.

(c) Lease rent can either be fully prepaid, paid annually, or paid by some other method (at the discretion of council).

(d) Under a Lease to a Nation Entity for less than fair market rent:

(i) subleases must be for fair market rent, which the Nation Entity is to require and collect without oversight from Canada; and

(ii) if a person or entity other than a Nation Entity becomes the lessee of a Lease, then that person or entity will be required to pay fair market rent for the remainder of the Lease term.

(e) Other Instruments providing an interest in or right in relation to the Designated Lands must be for fair market value (either fully prepaid, paid annually, or paid by some other method (at the discretion of council), unless council, by a resolution, determines that it is Xaxli'p's best interest to accept less than fair market value.

6. Acknowledgement of Risks

(a) Under a Lease or Other Instrument granted to, issued to, or entered into with a partnership, we acknowledge that the following are some of the risks involved, which we accept as our own:

(i) Canada will not review any of the business arrangements of a Nation Entity or any plan for revenues from the development of the Designated Lands to flow through to, or otherwise benefit, Xaxli'p.

(ii) A Nation Entity may have broad discretion under its Leases and Other Instruments to determine how and when to develop the Designated Lands, including determining such matters as rent, uses, siting, and density, subject to any applicable Xaxli'p bylaws relating to these issues.

(iii) Sublease revenues, if any, will be paid directly to a Nation Entity. Canada will not monitor subleases or require or ensure that sublease rents are at fair market value.

(iv) Canada will not receive any revenues under any Leases or Other Instruments granted or issued for nominal value. Any revenues received by a Nation Entity, or flowed through to Xaxli'p from a Nation Entity, will not receive any of the protections on the spending of "revenue moneys" provided by the *Indian Act*, but will instead be managed by the Nation Entity or Xaxli'p.

(v) Xaxli'p and a Nation Entity are separate entities from Xaxli'p with different legal rights and obligations, such as (but not limited to) the following:

(A) For income generated from activities on the Designated Lands, a Nation Entity may be a taxable entity, while the Nation is not.

(B) A Nation Entity will have overhead expenses, such as salaries to its employees, directors, and officers, which may reduce the amount of money available for distribution to Xaxli'p as profits or for use on other projects of the Nation Entity.

(C) If a Nation Entity gives security (such as a mortgage) and does not make the required payments, then a lender could appoint a receiver to manage the Nation Entity for debts owed and could possibly seize and sell the Nation Entity's assets (including its interest in any Leases, Other Instruments, or subleases).

(D) If a Nation Entity's interest in a Lease is terminated and a non-disturbance agreement is in place, the Nation Entity and Xaxli'p will receive no further Lease revenues on those lands while the former sublease remains in place.

(E) The Nation's members have a right under the *Indian Act* to elect council but may not have any similar rights to elect directors of a Nation Entity.

(F) Canada does not ensure the proper operation of a Nation Entity and, as in any business, a Nation Entity's operations carry risk. Among other risks, there are risks that:

(I) part or all of the benefit of a Lease or Other Instrument for less than fair market value may be lost through the regular business activities of a Nation Entity and any anticipated profits may not flow through to Xaxli'p;

(II) directors or officers of a Nation Entity may operate the Nation Entity negligently or fraudulently and any errors and omissions or crime insurance policies obtained by the Nation Entity or Xaxli'p may be insufficient to cover the losses; and

(III) Xaxli'p's interest in the Nation Entity could become diluted, which would affect its expected return.

(G) Canada will not monitor, and is not responsible for the administration of, a Nation Entity, including but not limited to any collection, distribution, or use of monies earned, held, or used by the Nation Entity or any trust arrangement that may be associated with the Nation Entity.

(H) Canada has not reviewed or approved any business structures or any trust arrangement related to any Nation Entity.

(vi) Xaxli'p has relied on its own independent legal and financial advisors. It has not relied upon Canada in the formation of any Nation Entity or trust arrangement, and will continue to rely on its own legal and financial advisors and not Canada in the formation, administration, and operation of any such Nation Entity or trust arrangement.

7. Amendments and Revocations of Designation

(a) Council may, by way of resolution, request that Canada's Minister responsible for accepting designations under the *Indian Act* amend this Designation to correct a typographical or manifest error, but, if there are any rights or interests existing under this Designation, then, either the rights or interests must not be affected by the amendment, or the holders of the rights or interests must have agreed to the amendment.

(b) Council may, by way of resolution, request that Canada's Minister responsible for accepting designations under the *Indian Act* revoke this Designation over the whole or any part of the Designated Lands, as long as there are no existing rights or interests issued under this Designation on the affected Designated Lands.

8. Recommendation of Designation

(a) Under section 39.1 of the *Indian Act*, council hereby recommends to the Minister of Indigenous Services the acceptance of this Designation.

This Designation is executed on [Month Day, Year].

SIGNED AND DELIVERED BY Xaxli'p's Chief and Council at a duly convened meeting in the presence of:	
	Darrell Bob Sr Chief
(Signature of Witness as to all signatures)	Alkina Aleck Councillor
(Name of Witness)	Alec Chester Councillor
(Position / title)	Colleen Jacob Councillor
	Jason Jacob Councillor
	Rose Ellen Narcisse Councillor
	Bobby Watkinson Councillor