

**AMENDED COASTAL FIRST NATIONS
LIQUEFIED NATURAL GAS BENEFITS
AGREEMENT**

BETWEEN

**GREAT BEAR INITIATIVE SOCIETY
AND
BRITISH COLUMBIA**



**AMENDED COASTAL FIRST NATIONS
LIQUEFIED NATURAL GAS BENEFITS AGREEMENT**

BETWEEN:

**Her Majesty the Queen in right of the Province of British Columbia as represented
by the Minister of Aboriginal Relations and Reconciliation**

(the "Province")

AND:

**Great Bear Initiative Society, a Society incorporated under the
Society Act [RSBC 1996] c.433**

("GBI")

(collectively the "Parties" and individually a "Party")

RECITALS:

- A. The Province wishes to develop the Liquefied Natural Gas (LNG) Industry in an environmentally responsible manner that will benefit all British Columbians, including GBI Member Nations.
- B. GBI is interested in engaging with the Province with respect to the development of an LNG industry, including collaboration on the environmental impacts of proposed LNG Projects on the north coast of British Columbia and benefits for GBI and GBI Member Nations.
- C. The Parties entered into a Framework Agreement in August, 2013 and subsequently entered into a non-binding term sheet dated January 26, 2015 (the "Term Sheet") the purpose of which was to set out the proposed major terms and elements of a subsequent binding agreement.
- D. The Parties wish to take some of the major terms and elements of the Term Sheet and incorporate them into this Agreement.
- E. In furtherance of the Term Sheet:
 - i) the Parties have concluded a Letter of Understanding on Environmental Quality and LNG Development on the North Coast and Skills Training and Employment; and
 - ii) the Province and certain GBI Member Nations have concluded the Coastal First Nations 2015 Atmospheric Benefit Sharing Agreement.

- F. The Parties entered into the Coastal First Nations Liquefied Natural Gas Benefits Agreement on January 19, 2016 (the "Original Agreement") and wish to supercede and replace that Original Agreement with this Agreement.

NOW THEREFORE the Parties agree as follows:

PART 1 – INTERPRETATION

1.1 In addition to the terms defined elsewhere in this Agreement:

- a) **"Agreement"** means this Amended Coastal First Nations Liquefied Natural Gas Benefits Agreement including Schedule A.
- b) **"Annual Reporting Date"** means the date in each year that Funding payments are provided under this Agreement that is 120 days after:
 - i) the date that the Province provides a Base Funding payment, if no Incremental Project Funding payment is also required to be provided;
 - ii) the later of the dates in which the Province provides a Base Funding payment and an Incremental Project Funding payment, if both Base Funding and Incremental Project Funding payments are required to be provided; or
 - iii) the date on which a Base Funding and Incremental Project Funding payment is provided if the Parties have agreed to consolidate those payments in accordance with section 3.34;
- c) **"Associated Infrastructure"** means any transmission infrastructure projects for electricity, natural gas and transportation and other utility corridor rights of way, including related facilities, power generation facilities, plant, equipment and other infrastructure easements and rights of way as well as matters related to the construction, operation and maintenance of an LNG Project including lay down area and work camps, that relate to an LNG Project, but does not include any natural gas transmission line;
- d) **"Base Funding"** mean Initial Base Funding and Ongoing Base Funding;
- e) **"Commencement of Construction"** means the date on which an LNG proponent issues a notice or notices to its EPC contractor to proceed, in respect of all material engineering, procurement and construction contracts for:
 - i) an LNG Project, or

- ii) the expansion of LNG production at an existing LNG Project by the construction of additional LNG trains,
excluding other site assessment or exploration work;
- f) **“Effective Date”** means January 19, 2016 being the date on which the Original Agreement was signed by the Parties;
- g) **“EPC Contractor”** means the engineering, procurement and construction contractor for an LNG Project;
- h) **“Final Investment Decision”** or **“FID”** means a final and unconditional decision of an LNG Project proponent to proceed with the construction of an LNG Project, as applicable, that, for certainty includes that proponent having obtained:
 - i) an environmental assessment certificate issued by the provincial Minister of Environment under section 17(3) of the *Environmental Assessment Act*, and a decision statement by the federal Minister of Environment under section 54 of the *Canadian Environmental Assessment Act*;
 - ii) a National Energy Board natural gas export licence that remains valid and effective for the project;
 - iii) the financial resources and a funding plan in place for the project; and
 - iv) all necessary internal and shareholder and investor approvals;
- i) **“FID Date”** means the date on which the proponent of an LNG Project makes a public announcement of a FID;
- j) **“FID Payments”** means the payments set out in section 3.6;
- k) **“Funding”** means Base Funding and Incremental Project Funding;
- l) **“GBI Member Nation”** means any First Nation or First Nation organization:
 - i) that is a member of GBI in accordance with the *Society Act* as of the Effective Date of this Agreement, or
 - ii) that may become a member of GBI in accordance with the *Society Act* after the Effective Date of this Agreement.

- m) **“GBI Member Nations”** means every GBI Member Nation;
- n) **“Governmental Action”** means any provincial or federal approval, decision, consultation process, agreement, authorization or action of any kind whatsoever, including approvals, decisions, consultation processes, agreements, authorizations or actions of a provincial or federal agency or Crown corporation, relating to an LNG Project and its Associated Infrastructure;
- o) **“Incremental Project Funding”** means the FID Payments, In-Service Payments and LNG Expansion Payments;
- p) **“Initial Base Funding”** means the payments set out in section 3.2;
- q) **“In-Service Date”** means June 1st of the year following which an LNG Project first begins exporting LNG;
- r) **“In-Service Payments”** means the payments set out in section 3.7;
- s) **“LNG”** means natural gas in a liquid state or at a temperature below its boiling point;
- t) **“LNG Expansion Payments”** means the payments set out in section 3.11;
- u) **“LNG Project”** means any proposed or commissioned LNG project within the Map Area, any “LNG facility” within the meaning of the *Liquefied Natural Gas Income Tax Act (British Columbia)* within the Map Area, all LNG related marine shipping in the Map Area and, for certainty, includes the following LNG projects:
- Aurora LNG
 - Cedar LNG
 - Douglas Channel LNG
 - Kitimat LNG
 - LNG Canada
 - Pacific NorthWest LNG
 - Prince Rupert LNG

- Triton LNG
 - WCC LNG
 - Woodside Energy;
- v) **“LNG Project Expansion Date”** means June 1st of the year following which an additional LNG production train at an existing LNG Project first begins producing LNG;
- w) **“Map Area”** means the area shown as “Map Area” on the map attached as Schedule “A”;
- x) **“Ongoing Base Funding”** means the payments set out in section 3.3;
- y) **“Participating GBI Member Nation”** means any First Nation or First Nation organization that is a member of GBI in accordance with the *Society Act* that has ratified and approved this Agreement and elected to receive a share of Funding under this Agreement; and
- z) **“Term”** means the term of this Agreement as set out in section 7.2.

Interpretation

1.2 For purposes of this Agreement:

- a) **“this Agreement”** means this Coastal First Nations Liquefied Natural Gas (LNG) Benefits Agreement, including the Schedule and any agreement, document or instrument executed or delivered pursuant to this Agreement;
- b) **“including”** means “including, but not limited to” and **“includes”** means “includes, but not limited to”;
- c) the headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- d) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- e) any reference to a corporate entity includes and is also a reference to any corporate entity that was a predecessor to, or that is a successor to, such entity;
- f) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and

any law enacted in substitution for, or in replacement of it; and

- g) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

Schedules

- 1.3 **Schedule A – Map Area** is a schedule to and forms part of this Agreement.

PART 2 – PURPOSE AND SCOPE

Purpose

- 2.1 The purpose of this Agreement is to enable the Province, GBI and Participating GBI Member Nations to share in the benefits associated with the development of an LNG industry on the north coast of British Columbia.

Scope

- 2.2 For certainty, this Agreement applies to all LNG Projects.

PART 3 – FINANCIAL BENEFITS

- 3.1 Subject to the terms and conditions of this Agreement, the Province will make payments to GBI on behalf of GBI Member Nations as set out in this Part.

Base Funding

- 3.2 The Province will provide GBI with Initial Base Funding in the amount of \$4,500,000, payable as follows:
 - a) \$1,500,000 within 30 days of receiving a copy from GBI of the Funding distribution formula in accordance with section 3.29 the receipt of which is acknowledged by GBI; and
 - b) \$1,500,000 within 60 days of the first and second anniversaries of the Effective Date.

- 3.3 **Ongoing Base Funding.** The Province will provide GBI with Ongoing Base Funding as follows:
- a) if any LNG Project proponent makes a FID before March 31, 2019,
 - i) a one-time payment of \$750,000, payable within 60 days of the FID; and
 - ii) ongoing annual payments of \$1,500,000 each commencing on the third anniversary of the Effective Date for the balance of the Term, payable within 60 days of the anniversary of the Effective Date; or
 - b) if no LNG Project proponent makes a FID before March 31, 2019, ongoing annual payments of \$ 1,500,000 each commencing in the year of the Commencement of Construction of an LNG Project for the balance of the Term, payable within 60 days of the Commencement of Construction and, in each subsequent year, within 60 days of the anniversary of that date.
- 3.4 Ongoing Base Funding payments provided in accordance with subsection 3.3 a) ii) or 3.3 b) made after the initial payment will be adjusted annually for inflation equivalent to changes in the annual BC Final Domestic Demand Implicit Price Index published by Statistics Canada.
- 3.5 For certainty:
- a) the obligation to provide Base Funding is only triggered on a one-time basis and Base Funding is not provided for each LNG Project; and
 - b) the obligation to provide Ongoing Base Funding under subsection 3.3 b) is only triggered once the Commencement of Construction of the first LNG Project occurs and no retroactive Ongoing Base Funding payments will be provided for any year prior to the year that the Commencement of Construction of the first LNG Project occurs.

Incremental Project Funding

FID Payments

- 3.6 For each LNG Project in respect of which a FID has been announced, the Province will, within 60 days of the FID Date, and annually thereafter within 60 days of the anniversary of the FID Date until the In-Service Date is reached, provide FID Payments to GBI in an amount equal to:

\$0.0225 X Estimated LNG Production

where "Estimated LNG Production" means the volume of LNG expressed

in tonnes per annum to be produced at that LNG facility as of the In-Service Date. For certainty, where the volume of LNG to be produced at an LNG Project will be phased in over time, "Estimated LNG Production" means the volume of LNG in tonnes per annum to be produced by the number of LNG trains at the first In-Service Date and not at full build out of the LNG Project.

In-Service Payments

- 3.7 For each LNG Project that is commissioned and begins producing LNG, the Province will, within 60 days of the In-Service Date and annually thereafter within 60 days of the anniversary of the In-Service Date, provide In-Service Payments to GBI in an amount equal to:

$$\$0.06 \times \text{Actual LNG Production}$$

where "Actual LNG Production" means the volume of LNG expressed in tonnes that are reported to the Province in accordance with the *Greenhouse Gas Industrial Reporting and Control Act* as having been produced at that LNG Project in the preceding calendar year.

- 3.8 Notwithstanding section 3.7, the Province may adjust the amount of the first In-Service Payment to account for any FID Payment made in relation to the Actual LNG Production for the initial In-Service Payment period, such that the first In-Service Payment will be an amount equal to $(\$0.06 - \$0.0025) \times \text{Actual LNG Production}$.
- 3.9 For certainty, In-Service Payments replace FID Payments and the Province will not continue to make FID Payments in respect of an LNG Project once an In-Service Date in respect of that LNG Project is reached.
- 3.10 In-Service Payments made after the initial In-Service Payment will be adjusted annually for inflation equivalent to changes in the annual BC Final Domestic Demand Implicit Price Index published by Statistics Canada.

LNG Expansion Payments

- 3.11 If an LNG Project expands its LNG production capacity, the Province will add to each annual In-Service Payment to be provided during the period from the Commencement of Construction of each additional LNG train to the LNG Project Expansion Date, an amount equal to:

$$\$0.0033 \times \text{Estimated Additional LNG Production}$$

where "Estimated Additional LNG Production" means the volume of LNG expressed in tonnes per annum to be produced by each additional LNG

train under construction to be licenced and in production at the LNG Project Expansion Date

- 3.12 For certainty, the Province will not continue to provide LNG Expansion Payments in respect of an LNG Project once the LNG Project Expansion Date in respect of that LNG Project is reached.

Suspension and Adjustment of Funding

- 3.13 The Province may suspend the Ongoing Base Funding to be provided in accordance with subsection 3.3 b) if:
- a) within 6 months after the FID Date, the Commencement of Construction has not occurred for any LNG Project;
 - b) after the Commencement of Construction of any LNG Project, the actual construction of all LNG Projects is delayed or suspended for 6 months or longer during any applicable annual payment period; or
 - c) within 5 years after the Commencement of Construction of any LNG Project, no LNG Project is commissioned and producing LNG.
- 3.14 If the Province suspends the Ongoing Base Funding in accordance with:
- a) subsection 3.13 a) and Commencement of Construction of any LNG Project subsequently occurs;
 - b) subsection 3.13 b) and the actual construction of any LNG Project resumes; or
 - c) subsection 3.13 c) and any LNG Project is subsequently commissioned and begins producing LNG;

the Province will resume providing the Ongoing Base Funding.

- 3.15 The Province may suspend FID Payments in respect of an LNG Project if:
- a) within 6 months after the FID Date the Commencement of Construction of that LNG Project has not occurred; or
 - b) after the Commencement of Construction of that LNG Project, the actual construction of that LNG Project is delayed or suspended for 6 months or longer during any applicable payment period.

- 3.16 If the Province suspends the FID Payments accordance with:

- a) subsection 3.15 a) and Commencement of Construction of that LNG Project subsequently occurs; or
- b) subsection 3.15 b) and the actual construction of that LNG Project resumes;

the Province will resume providing FID Payments.

- 3.17 The Province may suspend LNG Expansion Payments in respect of an LNG Project if after the Commencement of Construction of an additional LNG train the actual construction of that additional LNG train is delayed or suspended for 6 months or longer during any applicable payment period.
- 3.18 If the Province suspends LNG Expansion Payments in accordance with section 3.17 and the actual construction of that additional LNG train resumes, the Province will resume providing the LNG Expansion Payments.
- 3.19 If the Province resumes the Ongoing Base Funding in accordance with section 3.14, FID Payments in accordance with section 3.16 or LNG Expansion Payments in accordance with section 3.18, it may adjust the first Ongoing Base Funding payment, FID Payment or LNG Expansion Payment to be provided after the resumption on a pro rata basis equal to the number of months in the applicable annual payment period in which the payment was not suspended divided by 12 months.
- 3.20 If there is only one LNG Project producing LNG and that LNG Project suspends its operations for any reason and does not report the production of any LNG to the Province in accordance with the *Greenhouse Gas Industrial Reporting and Control Act* for a total of 6 months or more during a calendar year, the Province may reduce the amount of any Ongoing Base Funding payment provided under subsection 3.3 b) on a pro rata basis equal to the number of months in the calendar year that no LNG production is reported divided by 12 months.
- 3.21 The Province may suspend providing Funding to GBI if:
 - a) GBI fails to perform any of its obligations under this Agreement;
 - b) any representation or warranty made by GBI in this Agreement is untrue or incorrect;
 - c) GBI or any GBI Member Nation initiates or supports any legal action that challenges, directly or indirectly, any LNG Project, its Associated Infrastructure or any Governmental Action;
 - d) GBI or any GBI Member Nation supports or participates in any act that frustrates, delays, stops or otherwise physically impedes the right of the

Province or an LNG Project proponent, or any of their respective employees, contractors, agents, representatives, or invitees, to gain access to any part of an LNG Project or its Associated Infrastructure to carry out any activities associated with that LNG Project, or if GBI or a GBI Member Nation makes a public pronouncement or takes action opposing any LNG Project; or

- e) any GBI Member Nation ceases to be a member of GBI.
- 3.22 For certainty, nothing in this Agreement precludes any GBI Member Nation from identifying or seeking to resolve concerns about the potential impacts of any LNG Project in applicable consultation, environmental assessment or regulatory processes if that GBI Member Nation is participating in any of those processes or with the Province if that GBI Member Nation is not participating in any of those processes.
- 3.23 Rather than suspending Funding payments under section 3.21 on account of the action of a GBI Member Nation, the Province may, in its sole discretion, reduce the amount of a Funding payment to GBI by an amount equal to the applicable GBI Member Nation's share of total Funding as reported by GBI in accordance with section 3.29.
- 3.24 Prior to the Province suspending Funding payments in accordance with section 3.21 or reducing the amount of Funding payments in accordance with section 3.23, the Province will notify GBI of the proposed suspension or reduction and the Parties will meet within 30 days of such notification to discuss and attempt to resolve the matter.
- 3.25 For certainty, nothing in section 3.24 limits the ability of the Province to suspend or reduce Funding if GBI does not meet with the Province, or the Parties are unable to resolve the matter, in accordance with section 3.24.

Accounting for and Delivery of Funding by the Province

- 3.26 GBI will:
- a) establish and maintain separate books of account and administrative records in accordance with generally accepted accounting procedures regarding the Funding;
 - b) maintain an account at a Canadian Chartered Bank for the purposes of receiving Funding payments; and
 - c) provide the Province with the address and applicable account information to enable the Province to make direct deposits of the Funding.

3.27 The Province will deposit Funding payments into the account established under section 3.26.

Establishment of the Funding Distribution Formula and Delivery of Funding to GBI Member Nations

3.28 Within 60 days of the Effective Date the GBI directors will establish a Funding distribution formula that sets out how the Funding received by GBI in accordance with this Agreement will be distributed by GBI to Participating GBI Member Nations on a percentage basis.

3.29 GBI will notify the Province of the distribution formula established in accordance with section 3.28 and of any changes to that distribution formula as determined by the GBI directors from time to time.

3.30 Unless the Parties agree otherwise, as soon as practicable after receiving a Funding payment, GBI will distribute that payment to Participating GBI Member Nations in accordance with the formula agreed to by the GBI board of directors as set out in a notice provided to the Province in accordance with section 3.29.

Use of Funding

3.31 GBI will obtain the agreement of Participating GBI Member Nations, and any entity that the Parties have agreed may receive Funding in accordance with section 3.30, that any Funding provided in accordance with section 3.30 will be used for the following purposes:

- a) community development projects and social initiatives;
- b) investment in renewable energy projects and community energy planning;
- c) marine emergency response initiatives, including participating in new response programs;
- d) developing greenhouse gas off-set projects and environmental off-set or remediation projects;
- e) education and skills training, in particular for Participating GBI Member Nations to participate in business or employment opportunities created by LNG Projects; or
- f) economic development, including investment that supports LNG development activities.

3.32 For certainty, GBI may allow a Participating GBI Member Nation to use all or any portion of the Funding it receives in any given year for the purposes set out in

section 3.31, or to hold such payments for use for those purposes in future years.

Reporting

- 3.33 GBI will provide an annual report satisfactory to the Province acting reasonably containing the following information:
- a) the amount of the Funding distributed to each Participating GBI Member Nation in the preceding year;
 - b) expenditures made in the previous year by each Participating GBI Member Nation from the Funding provided; and
 - c) how those expenditures are consistent with the purposes set out in section 3.31.

Consolidation of Base Funding and Incremental Funding Payments

- 3.34 The Parties may agree to consolidate the Base Funding and Incremental Project Funding payments into one annual payment.

PART 4 – GBI ASSURANCES FOR LNG PROJECTS AND OTHER COVENANTS

LNG Assurances

- 4.1 As long as the Province is not in default of making any Funding payment, GBI will:
- a) provide a public acknowledgment that LNG Project proponents and the Province are taking steps to address environmental concerns and that LNG Projects offer potential economic benefits and opportunities to First Nations and to the region, if so requested by the Province; and
 - b) not seek any other financial contributions from the Province in respect of any LNG Project and, if requested by the Province, provide an acknowledgement on behalf of itself and Participating GBI Member Nations that the Province has provided adequate financial and economic benefits and capacity funding in relation to an LNG Project, its Associated Infrastructure and any Governmental Action.
- 4.2 Nothing in section 4.1 b) prevents any Participating GBI Member Nation from:
- a) participating in provincial programs generally available to First Nations; or
 - b) negotiating with the Province benefit arrangements where the Province has agreed to negotiate LNG-related benefits directly with certain GBI

Member Nations more directly affected by a particular LNG Project.

Other GBI Covenants

- 4.3 GBI will, within 30 days of any of the following events occurring, provide the Province with notice of:
- a) any change in the membership of GBI; or
 - b) any amendment to GBI's constitution or bylaws.

PART 5 – CONDITIONS PRECEDENT

Conditions Precedent to Funding

- 5.1 Notwithstanding any other provision in this Agreement, any eligible annual payment of funds by the Province to GBI under this Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138 to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment;
 - b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment;
 - c) GBI being in compliance with all of its obligations under this Agreement including making payments to Participating GBI Member Nations in accordance with this Agreement and providing annual reports to the Province in accordance with section 3.26;
 - d) GBI representations and warranties under this Agreement being true and correct; and
 - e) the Province having received an annual report from GBI in accordance with section 3.33 on or before the Annual Reporting Date.
- 5.2 For certainty, the provision by the Province to GBI of annual payments under this Agreement is dependent on receipt of the annual reports described in section 3.33 on or before the applicable Annual Reporting Date.

PART 6 – REPRESENTATIONS AND WARRANTIES

GBI Representations

- 6.1 GBI represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
- a) it is a society in good standing and duly incorporated under the *Society Act (British Columbia)*;
 - b) its constitution and by-laws as filed and registered with the Registrar of Companies in accordance with the *Society Act (British Columbia)* are in effect and have not been amended;
 - c) the GBI Member Nations are the members of GBI and no GBI Member Nation has ceased to be a member;
 - d) it has the legal power, capacity and authority to enter into this Agreement;
 - e) it has taken all necessary actions and has obtained all necessary approvals to enter into, execute and deliver this Agreement;
 - f) it has obtained or had the opportunity to obtain legal advice with respect to this Agreement; and
 - g) this Agreement is a valid and binding obligation upon it.

Provincial Representations

- 6.2 The Province represents and warrants to GBI, with the intent and understanding that they will be relied on by GBI in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

PART 7 – COMMENCEMENT, TERM AND TERMINATION

Commencement

- 7.1 This Agreement will commence and the Parties' obligations under this Agreement will take effect on the Effective Date.

Term

- 7.2 This Agreement will continue until the earlier of the following events:
- a) termination by the Province in accordance with section 7.6; or

b) no LNG Project is continuing to operate and produce LNG.

7.3 Unless otherwise agreed by the Parties, this Agreement terminates if the Commencement of Construction of any LNG Project has not occurred within 5 years of the Effective Date.

Event of Default

7.4 In this Part:

- a) "Event of Default" means any of the following:
- i) an Insolvency Event;
 - ii) GBI failing to perform any of its obligations under this Agreement;
 - iii) any representation or warranty made by GBI is untrue or incorrect;
 - iv) any GBI Member Nation ceasing to be a member of GBI, and
 - v) any event identified in section 3.21 that causes the Province to suspend a Funding payment occurring; and
- b) "Insolvency Event" means any of the following:
- i) an order is made, a resolution is passed or a petition is filed for GBI's liquidation or winding up;
 - ii) GBI commits an act of bankruptcy, makes an assignment for the benefit of the GBI's creditors or otherwise acknowledges GBI's insolvency;
 - iii) a bankruptcy petition is filed or presented against GBI or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by GBI;
 - iv) a compromise or arrangement is proposed in respect of GBI under the *Companies' Creditors Arrangement Act (Canada)*;
 - v) a receiver-manager is appointed for any of GBI's property; or
 - vi) GBI ceases, in the Province's reasonable opinion, to carry on operations in accordance with its purposes.

Notice of an Event of Default

- 7.5 Notwithstanding any other provision in this Agreement, on the happening of an Event of Default, or at any time thereafter, the Province may by written notice to GBI, require that the Event of Default be remedied within a time period identified in the notice.

Meeting to Discuss an Event of Default

- 7.6 If the Province provides notice to GBI of an Event of Default in accordance with section 7.5, the Parties will meet to discuss the matter and how the Event of Default may be remedied.

Termination for an Event of Default

- 7.7 If an Event of Default is not remedied following a meeting in accordance with section 7.6 and within the time period identified in a notice provided to GBI under section 7.5 or GBI does not meet in accordance with section 7.6, the Province may by a further written notice to GBI terminate this Agreement with immediate effect.

Delay not a waiver

- 7.8 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Survival

- 7.9 Notwithstanding section 7.2 or section 7.3, section 4.1 b) survives the termination of this Agreement.

PART 8 – DISPUTE RESOLUTION

Dispute Resolution

- 8.1 Where a dispute arises regarding the interpretation of this Agreement, the Parties' duly appointed representatives will meet within 30 days to attempt to resolve the dispute and where the Parties are unable to resolve the dispute within 30 days, the Parties may agree to utilize other dispute resolution mechanisms, including mediation.

PART 9 – NOTICE AND DELIVERY

Notices

- 9.1 Any notice, document, statement or report under this Agreement must be in

writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, email or facsimile copier, when received as follows:

if to the Province:

Ministry of Aboriginal Relations and Reconciliation
P.O. Box 9100 Stn Prov Govt
Victoria, B.C. V9W 9B1

Email: ABRInfo@gov.bc.ca
Fax: 250-387-6073
Attention: Assistant Deputy Minister, Negotiations and Regional
Operations Division

and if to GBI:

Great Bear Initiative Society
Suite 1660- 409 Granville Street
Vancouver, B.C. V6C 1T2

Email: info@coastalfirstnations.ca
Fax: 604-696-9887
Attention: Executive Director

Change of Address

9.2 Either Party may, from time to time, give written or e-mail notice to the other Party of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

Electronic Notice

9.3 The Parties agree that they will utilize electronic and other methods of communication for the purposes of engagement whenever practicable and appropriate.

PART 10 - GENERAL PROVISION

Not a Treaty

10.1 This Agreement does not constitute a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

No Admissions Provisions

10.2 Nothing in this Agreement:

- a) is an admission by the Province of the validity of the claims by any GBI Member Nation to any aboriginal or treaty right, including aboriginal title, or that any LNG Project, Associated Infrastructure or Governmental Action has or will result in an unjustifiable infringement of any aboriginal right, including aboriginal title, or treaty right of that GBI Member Nation;
- b) is an admission by the Province that it has an obligation to provide financial or economic accommodation to any GBI Member Nation in relation to any LNG Project;
- c) precludes GBI from bringing claims for breach of this Agreement;
- d) precludes GBI from identifying, or seeking to resolve, concerns about potential impacts of LNG Projects in applicable environmental assessment or regulatory processes;
- e) precludes GBI from taking steps in accordance with federal and provincial law with respect to concerns GBI may have as a result of any LNG Project proponent being in breach of its obligations under any environmental or regulatory approvals; or
- f) limits the Province's commitment to continue to engage in the LNG Project benefit agreement negotiations it is currently undertaking with Metlakatla or Gitga'at First Nation.

Status of Original Agreement / Entire Agreement

10.3 This Agreement supercedes and replaces the Original Agreement and this Agreement and any amendment to it constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

Amendment

10.4 The Parties may agree to amend this Agreement in writing.

Validity of Agreement

10.5 If any part of this Agreement is void or unenforceable at law:

- a) the invalidity of that part will not affect the validity of the remainder, which

will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and

- b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

Further Acts and Assurances

- 10.6 Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
- 10.7 This Agreement does not replace any legal obligation the Province may have to consult with any GBI Member Nation with respect to the potential impact of any LNG Project.

No Implied Waiver

- 10.8 Any waiver of:
 - a) a provision of this Agreement;
 - b) the performance by a Party of an obligation under this Agreement; or
 - c) a default by a Party of an obligation under this Agreement will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

Assignment

- 10.9 GBI will not assign, either directly or indirectly, this Agreement or any right of GBI under this Agreement without the prior written consent of the Province.

Governing Law

- 10.10 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

Execution in Counterpart

- 10.11 This Agreement may be executed in counterparts, each of which will be deemed to be an original and which taken together will be deemed to constitute one and the same instrument.

Electronic Delivery


10.12 Delivery of an executed signature page to this Agreement by a Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

Concurrent Agreement

10.13 The Parties acknowledge and agree that this Agreement will be a "Concurrent Agreement" for the purposes of the Coastal First Nations 2015 Atmospheric Benefit Sharing Agreement entered into between the Province and Central and North Coast First Nations which came into effect on January 1, 2016.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of Great Bear Initiative Society, as represented by

FOR


Marilyn Slett, President



Witness

April 18 / 2017

Date

Signed on behalf of Her Majesty the Queen In right of the Province of British Columbia as Represented by the Minister of Aboriginal Relations and Reconciliation



Minister John Rustad



Witness

April 6, 2017

Date

Schedule A: Map Area

