

LIQUEFIED NATURAL GAS (LNG) COLLABORATION AGREEMENT

This Agreement is dated for reference January 9, 2024

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Indigenous Relations and Reconciliation and
the Minister of Energy, Mines and Low Carbon Innovation**

(the “Province”)

AND:

**TSLEIL-WAUTUTH NATION,
on behalf of itself and its Members, as represented by its Council**

(“Tsleil-Waututh”)

(collectively the “Parties” and each individually a “Party”)

RECITALS:

- A) Tsleil-Waututh holds inherent Aboriginal Rights and Title within their Traditional Territory;
- B) Tsleil-Waututh seeks to balance sustainable economic development, and ethical growth with their values. Tsleil-Waututh has a sacred trust, a responsibility to care for and restore their Traditional Territory. Tsleil-Waututh’s stewardship of the land, air and water is deeply ingrained in their culture, because they understand the health of their people is interconnected with the environment they inhabit;
- C) Tsleil-Waututh is committed to ensuring that any natural gas transportation infrastructure, including pipelines, and liquefied natural gas development in their Traditional Territory complies with their Indigenous legal orders and law;
- D) Tsleil-Waututh has stated its interest in advancing an equitable role in the regional economy and in receiving a meaningful share of the revenues derived from the use of resources within the Traditional Territory;
- E) The Province is committed to recognizing and implementing the constitutionally protected and unextinguished Aboriginal Rights and Title of Indigenous Nations in British Columbia, including Tsleil-Waututh;

- F) The Declaration on the Rights of Indigenous Peoples Act (“Declaration Act”) provides a framework for the implementation of the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”) in British Columbia;
- G) The purposes of Declaration Act are to:
 - i) affirm the application of UNDRIP to the laws of British Columbia;
 - ii) contribute to the implementation of UNDRIP; and
 - iii) support the affirmation of, and develop relationships with, Indigenous governing bodies.
- H) Section 3 of the Declaration Act states that “In consultation and cooperation with the Indigenous Peoples in British Columbia, the government must take all measures necessary to ensure the laws of British Columbia are consistent with the Declaration”;
- I) UNDRIP affirms that Indigenous Peoples have the right to own, use, develop and control the lands, territories and resources that they possess by reason of traditional ownership or other traditional occupation or use (Article 26), and provides that governments shall consult and cooperate in good faith with Indigenous peoples in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources (Article 32);
- J) The Province wishes to develop the liquefied natural gas (LNG) industry in the province in an environmentally responsible manner that benefits all British Columbians, including Tsleil-Waututh Members;
- K) Woodfibre LNG Limited is proposing to construct a LNG liquefaction plant and related marine transport facilities at the former Woodfibre Pulp and Paper Mill site on Howe Sound within the District of Squamish. The plant is to be supplied with natural gas by FortisBC Energy Inc. through the proposed expansion of the Eagle Mountain natural gas pipeline and with electricity to be provided by BC Hydro to each of the Woodfibre LNG Project and the Eagle-Mountain Woodfibre Gas Pipeline Project through the installation and operation of additional electrical transmission and distribution works and related infrastructure; and
- L) The Parties wish to enter into this Agreement to confirm their mutual understandings in respect of the Woodfibre Project.

~~NOW THEREFORE~~ the Parties agree as follows:

PART 1 – DEFINITIONS, INTERPRETATION AND SCHEDULES

Definitions

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

- a) **“Aboriginal Rights and Title”** means asserted and/or determined Aboriginal rights, including Aboriginal title, which are recognized and affirmed under section 35 of the *Constitution Act*, 1982;
- b) **“Actual Annual LNG Production Amount”** means the volume of LNG in tonnes produced by the Woodfibre LNG Project during an annual payment period as reported and determined in accordance with provincial law;
- c) **“Agreement”** means this Liquefied Natural Gas (LNG) Collaboration Agreement, including the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement or incorporated hereto;
- d) **“Approved Professional”** means a person who is named on a roster established under section 42(2) of the *Environmental Management Act*, S.B.C. 2003, c. 53 to be agreed upon by the Parties;
- e) **“Associated Infrastructure”** any infrastructure, work, or component associated with the construction, operation, maintenance, repair, replacement, or upgrade of the Woodfibre LNG Project, the Eagle Mountain–Woodfibre Gas Pipeline Project, or the BC Hydro Transmission Project;
- f) **“Base Funding”** means the payments set out in section 3.2;
- g) **“BC Final Domestic Demand Implicit Price Index”** or **“BC FDDIPI”** means the British Columbia Final Domestic Demand Implicit Price Index for British Columbia, series v62789718, published regularly by Statistics Canada in Table 384-0039: Implicit price indexes, gross domestic product, provincial and territorial, or its replacement series as specified by Statistics Canada;
- h) **“BC Hydro Transmission Project”** means the installation and operation of additional electrical transmission and distribution works and related infrastructure by British Columbia Hydro and Power Authority in order to provide electricity to each of the Woodfibre LNG Project and the Eagle-Mountain Woodfibre Gas Pipeline Project which, for greater certainty has two separate elements to:

- i) Woodfibre LNG Project, referred to as the “Woodfibre LNG Load Interconnections Project”; and
 - ii) Eagle Mountain-Woodfibre Gas pipeline Project, referred to as the “Fortis BC Compressor Stations Interconnection Project”;
- i) **“Canadian Financial Institution”** means a financial institution that is incorporated or formed under an Act of Parliament or the Legislative Assembly of a province;
 - j) **“Closing”** means the completion of the transfer of a Parcel by the Province to a Designated Company on the Closing Date;
 - k) **“Closing Date”** means the date or dates on which the documents for the transfer of a Parcel to a Designated Company are submitted for filing in the Land Title Office;
 - l) **“Council”** and **“Band Council”** mean, in respect of Tsleil-Waututh, the elected council within the meaning of the *Indian Act*;
 - m) **“Crown Corridor”** means a highway (as defined in the *Transportation Act*) and the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes, including railway purposes, and that the Parties agree, through the Land Selection Process, will continue to exist as provincial Crown land and not form part of the Lands;
 - n) **“Crown Governmental Action”** means any provincial or federal approval, decision, process, agreement, authorization, or action of any kind whatsoever, including approvals, decisions, processes, agreements, authorizations or actions of a provincial or federal agency or Crown corporation, including British Columbia Hydro and Power Authority, relating to the Woodfibre Project;
 - o) **“Crown Grant”** means a grant (as defined in the *Land Act*) of the fee simple title of the Lands;
 - p) **“Designated Company”** means a company incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially owned by Tsleil-Waututh and which Tsleil-Waututh has designated to take fee simple title to any of the Lands. For greater certainty, a Designated Company may include a company that is acting as a partner in a limited partnership or a limited liability partnership and may include a company holding the Lands in bare trust for and on behalf of Tsleil-Waututh;

- q) **“Eagle Mountain-Woodfibre Gas Pipeline Project”** means the description of the Eagle Mountain-Woodfibre Gas Pipeline LNG Project as set out in EA Certificate #E16-01 issued on August 9, 2016, as varied from time to time;
- r) **“Effective Date”** means the date on which this Agreement is executed and delivered by the Parties;
- s) **“EPC Contractor”** means the engineering, procurement and construction contractor for the Woodfibre LNG Project;
- t) **“Export Licence”** means National Energy Board Licence GL-340 issued to Woodfibre LNG Export Pte. Ltd on June 9, 2017;
- u) **“Fair Market Value”** means the most probable price that a property would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - i) buyer and seller are typically motivated;
 - ii) both parties are well informed or well advised, and acting in what they consider their best interest;
 - iii) a reasonable time is allowed for the exposure in the open market;
 - iv) payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable hereto; and
 - v) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- v) **“Financing Program”** means a loan or a financing, securitization or similar program that is offered by:
 - i) the First Nations Finance Authority, or its successor,
 - ii) a Schedule 1 Bank within the meaning of the *Bank Act* (Canada), or
 - iii) such other entity as may be approved in writing by the Province, acting reasonably;

- w) **“First Nation Community Purposes”** means those purposes as determined by Council designed to enhance the social, economic and cultural well-being of Members;
- x) **“Funding”** means the payments referred to in Part 3 - Financial Benefits;
- y) **“GST”** means the goods and services tax imposed under the *Excise Tax Act* (Canada);
- z) **“In-Service Date”** means the date on which the first cargo of LNG is shipped from the Woodfibre LNG Project;
- aa) **“Land Selection Area”** means those provincial Crown lands shown for illustrative purposes as the “Land Selection Area” on the maps attached to this Agreement in Schedule A;
- bb) **“Land Selection Process”** means the process set out in Schedule C;
- cc) **“Lands”** means those provincial Crown lands identified under the Land Selection Process and transferred to a Tsleil-Waututh in accordance with this Agreement;
- dd) **“Land Value Cap”** has the meaning given to that term in section 5.1;
- ee) **“LNG”** means natural gas in a liquid state or at a temperature below its boiling point;
- ff) **“Member”** means any person who is a “member”, as defined by the Tsleil-Waututh Membership Code.
- gg) **“Notice to Proceed”** means April 15, 2022, being the date on which written instruction was delivered by Woodfibre LNG to the EPC Contractor under the engineering, procurement and construction contract for the Woodfibre LNG Project
- hh) **“Ongoing Funding”** means the payments set out in section 3.4;
- ii) **“Parcel”** means a parcel of land that forms part of the Lands;
- jj) **“Parcel A”** means those lands with an area of approximately 11.2 ha labelled as “Parcel A” and shown approximately on Schedule B and following completion and approval of the survey or re-survey of those lands, the area legally described in the survey, which, for greater certainty, will not include any land below the natural boundary (as defined in the Land Act) and the area of any Crown Corridor, or any submerged lands;

- kk) **“Parcel B”** means those lands with an area of approximately 64.9 ha labelled as “Parcel B” and shown approximately on Schedule B and following completion and approval of the survey or re-survey of those lands, the area legally described in the survey, which, for greater certainty, will not include any land below the natural boundary (as defined in the Land Act) and the area of any Crown Corridor, or any submerged lands;
- ll) **“Permitted Encumbrances”** means the liens, charges, and interests that the Parties agree, through the Land Selection Process, will continue to exist in relation to each of the Parcels;
- mm) **“Proceeding”** includes any claim, demand, cause of action, action, suite or other proceeding, including any expenses, legal fees, damages, costs or other liability, incurred, directly or indirectly, in relation thereto;
- nn) **“Project Proponents”** means Woodfibre LNG Limited, FortisBC Energy Inc, Enbridge Inc, and British Columbia Hydro and Power Authority, or any of them and their successors and assigns;
- oo) **“Provincial Official”** means:
 - i) any minister, public official, employee, contractor, or agent of the Province,
 - ii) any government corporation or any director, officer, employee, contractor, or agent of a government corporation, or
 - iii) any person acting as a decision maker under any enactment of the Province;
- pp) **“PST”** means the sales tax imposed under the *Provincial Sales Tax Act*;
- qq) **“Reservations”** means the exceptions and reservations contained in the Land Act and all subsisting exceptions and reservations of interests, rights and privileges and title contained in any previous grant of land;
- rr) **“Term”** means the term of this Agreement as set out in Part 11.1;
- ss) **“Woodfibre LNG Project”** means the Woodfibre LNG Project as described in the applications made to the British Columbia Environmental Assessment Office and the Canadian Environmental Assessment Agency, and as approved in the British Columbia Environmental Assessment Office *Environmental Assessment Certificate #E15-02*, as amended or replaced from time to time, and in the Decision Statement dated March 17, 2016, issued under section 54 of the *Canadian Environmental Assessment Act, 2012*, as amended or replaced from time to time; and

- tt) **“Woodfibre Project”** means, collectively, the Woodfibre LNG Project, the Eagle Mountain-Woodfibre Gas Pipeline Project and the BC Hydro Transmission Project, and includes the Associated Infrastructure and all related shipping activities.

1.2 Interpretation. For the purposes of this Agreement:

- a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b) 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;
- c) words importing gender include the masculine, feminine or neutral gender and words in the singular include the plural and vice versa;
- d) 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;
- e) 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;
- f) any reference to the delivery of an agreement, document or instrument “in the form” of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the representatives of the Parties;
- g) each and every release, covenant and other agreement given, and action to be taken, by Tsleil-Waututh under this Agreement means each of Tsleil-Waututh acting by and through its Council, and will be conclusively deemed to have been given, or taken, by each of Tsleil-Waututh on its own behalf, and for and on behalf of its Members; and
- h) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 Schedules. The following schedules are attached to and form part of this Agreement:

- Schedule A - Map of Land Selection Area
- Schedule B - Map of Parcels A and B
- Schedule C - Land Selection Process

- Schedule D - GST Certificate
- Schedule E - Property Transfer Tax Consent Form
- Schedule F - Permitted Encumbrances, Crown Corridors and unregistered interests
- Schedule G - Addition to Reserve Restrictive Covenant
- Schedule H - Designated Company Agreement

PART 2 – PURPOSE AND SCOPE

- 2.1** The purpose of this Agreement is to enable the Parties to share in the benefits associated with the Woodfibre Project, and reflect Tsleil-Waututh support for the Woodfibre Project, subject to the terms and conditions of this Agreement.

PART 3 – FINANCIAL BENEFITS

- 3.1** Subject to the terms and conditions of this Agreement, the Province will make payments to Tsleil-Waututh as set out in this Part.

Base Funding

- 3.2** The Province will provide the Tsleil-Waututh with Base Funding payable as follows:
- a) \$365,000 within 60 days of the Effective Date; and
 - b) \$292,000 within 90 days of the first and second anniversaries of the Effective Date.

In-Service Payments

- 3.3** The Province will provide the Tsleil-Waututh with a one-time payment of \$2,774,000 within 90 days of the In-Service Date.

Ongoing Funding

- 3.4** Subject to adjustments in accordance with sections 3.5 and 3.6, and the possible suspension of payments in accordance with section 3.8, the Province will provide the Tsleil-Waututh with annual Ongoing Funding payments as follows:

- a) \$584,000 within 90 days after the first, second and third anniversaries of the In-Service Date; and
- b) \$730,000 within 90 days after the fourth anniversary of the In-Service Date and on each In-Service Date anniversary thereafter for so long as the Woodfibre LNG Project produces and exports LNG.

- 3.5** If the Actual Annual LNG Production Amount in an annual payment period is less than 1.68 million tonnes of LNG per annum then the corresponding Ongoing Funding payment will be adjusted by a factor equal to the Actual Annual LNG Production Amount in the applicable annual payment period divided by 1.68 million tonnes of LNG, provided that the Ongoing Funding payment in an annual payment period will never be less than \$182,500. By way of example and for illustration purposes only, if the Actual Annual Production Amount during the fifth anniversary of the In-Service Date were 1.575 million tonnes of LNG, then the Ongoing Funding payment for that year would be \$937,500, calculated as follows:

$$\$1,000,000 \times (1,575,000/1,680,000) = \$937,500$$

- 3.6** The Ongoing Funding payments provided in accordance with subsection 3.4 a) made after the initial \$584,000 payment, as adjusted in accordance with section 3.5, will be adjusted annually for inflation equivalent to the changes in the annual BC FDDIPI and the Ongoing Funding payments provided in accordance with subsection 3.4 b) made after the initial \$730,000 payment, as adjusted in accordance with section 3.5, will be adjusted annually for inflation equivalent to the changes in the annual BC FDDIPI.
- 3.7** For certainty, the Ongoing Funding payments replace Base Funding payments, and no Base Funding payments will be provided in respect of any period after the In-Service Date.

- 3.8** The Province may at any time during the term of this Agreement suspend the provision of Ongoing Funding payments (including, for certainty, the \$182,500 floor payment) if after the In-Service Date the Woodfibre LNG Project does not report the production of any LNG in accordance with provincial law for two consecutive annual payment periods.
- 3.9** If the Province suspends the provision of Ongoing Funding payments in accordance with section 3.8 and the Woodfibre LNG Project resumes operations and reports any LNG production, the Province will resume providing Ongoing Funding payments for subsequent annual payment periods.

Distribution and Use of Funding

- 3.10** Tsleil-Waututh will use the Funding distributed to them for First Nation Community Purposes.
- 3.11** For certainty, Tsleil-Waututh may use all or any portion of the Funding they receive in any given year for First Nation Community Purposes or hold such payments for use for those purposes in future years.

Reporting

- 3.12** During each year of the Term, Tsleil-Waututh will account for its receipt and expenditure of the Funding in accordance with generally accepted accounting procedures and provide the Province with a report of the expenditures of the Funding made in the prior fiscal year and initiatives supported by those expenditures.
- 3.13** Tsleil-Waututh will prepare a statement of community priorities that outlines activities it intends to fund to support First Nation Community Purposes:
- a) within 60 days of the Effective Date, based on the first year Base Funding amount; and
 - b) prior to receipt of subsequent Funding amounts in future years.

PART 4 – LANDS

- 4.1 Land Transfers.** Subject to the terms of this Agreement, including the satisfaction or waiver of all applicable conditions precedent, the Province will transfer to a Designated Company parcels of provincial Crown land as identified and agreed to by the Parties in accordance with the Land Selection Process, with a total Fair Market Value, calculated in accordance with section 4.2, of \$5.05 million (the “Total Land Value Cap”).

4.2 **Decide Land Valuation.** The Fair Market Value of Parcels identified for consideration for transfer under the Land Selection Process will be determined as follows:

- a) the Parties will agree on terms of reference for a third-party appraisal that will include the following:
 - i) the assessment will be based on highest and best use of land and all factors influencing value, such as existing land use regulations, rezoning and redevelopment potential, site characteristics (e.g., shape, size, access, and services), location, supply, terrain demand, and existing improvements, if any, must be considered, discussed, and supported;
 - ii) the appraiser will make the determination if it is appropriate to include the contribution of net merchantable timber value and, if the appraiser is of the opinion that timber valuation is required, they will enlist the services of a qualified timber consultant to determine net merchantable timber value;
 - iii) the appraiser will assess the impact on Fair Market Value of all existing encumbrances such land tenures, land use permits, rights-of-way, and similar Provincial Government arrangements that will remain after the transfer;
 - iv) all soil, groundwater, and other contamination, if present, is to be treated as if fully remediated based on the highest and best use of the land with all associated costs fully paid and separate procedures used to investigate any potential contamination and determine remediation processes and costing, where applicable; and
 - v) the appraiser will also provide a determination of Fair Market Value, as outlined in the appraisal terms of reference, if the conditions identified in the xʔəl' .lwətaʔʔ/Indian River Watershed Integrated Stewardship Plan were treated as charges against the title to the land.

- b) The Parties recognize significant time has passed since Agreement negotiations began and that the Fair Market Value of land may have changed in the interim. To address potential changes to Fair Market Value, the appraiser shall establish the Fair Market Value of the Parcels on two dates: July 1, 2019, and July 1, 2022. If the appraisals demonstrate a significant change in Fair Market Value since the time of the Provincial mandate approval in 2019, then the Province will seek to obtain the required authority to adjust the Total Land Value Cap under section 4.1 accordingly.

4.3 Timeline for Transfers. Subject to the Parties completing the Land Selection Process for the relevant Parcel(s) and determining the Fair Market Value of the Parcel in accordance with section 4.2, the Province will transfer Parcels in accordance with this Agreement as follows:

- a) as soon as practicable after the Notice to Proceed and receipt of a written request from Tsleil-Waututh, Parcel A and Parcel B;
- b) as soon as practicable after the In-Service Date and receipt of a written request from Tsleil-Waututh, Parcels with a maximum combined Fair Market Value equal to: $A - [B + C] / 2$ where:

A = the Total Land Value Cap

B = the Fair Market Value of Parcel A

C = the Fair Market Value of Parcel B; and

- c) as soon as practicable after the second anniversary of the In-Service Date and receipt of a written request from Tsleil-Waututh, Parcels with a maximum combined Fair Market Value equal to the balance of the remaining amount of the Total Land Value Cap.

Transfer of Lands

4.4 Pre-Closing Deliveries by Tsleil-Waututh. Tsleil-Waututh will notify the Province when it wants to proceed with the transfer of a Parcel under Section 4.3 and identify the applicable Designated Company.

4.5 Closing Deliveries by Province. Subject to the Reservations and Permitted Encumbrances, and the terms of this Agreement, including the satisfaction or waiver of the conditions precedent under sections 9.2 and 9.3, the Province will provide the Designated Company with a Crown Grant in fee simple for the applicable Parcel.

4.6 Closing Deliveries by Tsleil-Waututh. Not less than fourteen (14) days before the applicable Closing Date with respect to the Parcel to be transferred, Tsleil-Waututh will execute and deliver, or cause to be executed and delivered, as the case may be, to the Province:

- a) a restrictive covenant granted by the Designated Company substantially in the form attached as Schedule G in relation to the Parcel;
- b) an agreement executed by the Designated Company substantially in the form attached as Schedule H in relation to the Parcel;

- c) a certificate signed by and officer of the Designated Company substantially in the form attached as Schedule -DE confirming the Designated Company's GST ration number and registered status;
- d) a letter of undertaking signed by legal counsel of Tsleil-Waututh undertaking, among other things, that the restrictive covenant (Schedule H) and applicable Permitted Encumbrances will be filed concurrently with the Crown Grant in the order of priority agreed by the Parties and that the Province will be provided with a signed copy of the GST Certificate (Schedule D);
- e) a Property Transfer Tax Consent Form in the form attached as Schedule E executed by the Designated Company; and
- f) all such other documents that may be necessary or advisable for the Designated Company to complete the transactions contemplated under this Agreement.

4.7 Registration of Lands. All Parcels transferred under this Agreement will be registered in the Land Title Office.

4.8 Closing Procedure. The legal counsel for Tsleil-Waututh and the Province will confirm in writing the manner in which the documents necessary or advisable to transfer and register the Lands will be produced, managed, exchanged and delivered. Without limiting the generality of the foregoing, legal counsel responsible for registering the Lands will:

- a) provide a letter of undertaking; and
- b) provide copies of all documents filed under subsection 4.6 c) to legal counsel for the other Parties.

4.9 Reservations and Permitted Encumbrances. Tsleil-Waututh acknowledges and agrees that, as of the Closing Date:

- a) it will be familiar with the existence and terms of the Reservations and Permitted Encumbrances and accepts, and will cause the Designated Entity to accept, fee simple title to the Parcel subject to the Reservations and Permitted Encumbrances;
- b) the Province may grant any related extensions, renewals or replacements or issue any further rights related to the Permitted Encumbrances in accordance with provincial law; and
- c) it will not do, or allow to be done, anything that would interfere with any rights under any of the Permitted Encumbrances or that would otherwise result in any claim against the Province by anyone claiming by, through or under such a Permitted Encumbrance.

- 4.10 Form of Permitted Encumbrances.** The Permitted Encumbrances will be in the form attached as Schedule F and as agreed to by the Parties in accordance with the Land Selection Process and will include any modifications that Tsleil-Waututh and the holder of the Permitted Encumbrance may have agreed to in writing.
- 4.11 Amendments to Permitted Encumbrances.** The Parties acknowledge and agree that between the execution of this Agreement and the Closing Date, the Province may require that the Permitted Encumbrances be amended to:
- a) comply with current provincial policies and practices, and any legal requirements; and
 - b) correct any errors or omissions to the Permitted Encumbrances or the form of Permitted Encumbrances attached as Schedule F.
- 4.12 Amendments Form Part of Agreement.** The Permitted Encumbrances identified and agreed to by the Parties in respect of a Parcel under the Land Selection Process will be set out in Schedule F and the Parties will revise and initial Schedule F accordingly and that revised and initialed **Schedule F** will form part of this Agreement.
- 4.13 BC Hydro Right of Ways.** Tsleil-Waututh will work with BC Hydro to identify any BC Hydro right of ways and works on the Lands and will endeavor to reach agreement with BC Hydro on BC Hydro's continued access to and use of the Lands.

PART 5 – CONDITION OF LANDS

- 5.1 Lands “As Is”.** Tsleil-Waututh acknowledges and agrees that any Parcel acquired by Tsleil-Waututh or by a Designated Company under this Agreement is acquired “as is”.
- 5.2 Viability of Lands.** Tsleil-Waututh acknowledges and agrees that the Province has not given any representation or warranty concerning:
- a) physical access to any Parcel including, without limitation, overland access;
 - b) the economic feasibility of the development of any Parcel;
 - c) the fitness of any Parcel for any particular use, including the intended use of it by the Tsleil-Waututh or by a Designated Company; and
 - d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of any Parcel.

5.3 Environmental Condition. Tseil-Waututh:

- a) waives the requirement, if any, of the Province to provide a site profile as defined in the Environmental Management Act for any Parcel; and
- b) acknowledges and agrees that the Province has not given any representation or warranty concerning the environmental condition of any Parcel (including surface water and groundwater), including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Parcel or on or under any surrounding or neighbouring land or the current and past uses of the Parcel or any surrounding or neighbouring land.

5.4 Environmental Liability. Tseil-Waututh will from and after the Closing Date in respect of any Parcel:

- a) assume all environmental liabilities relating to the Parcel including all liability for the clean-up of any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Parcel or migrating from the Parcel (including surface water and groundwater);
- b) release the Province and Provincial Officials from and against any and all Proceedings with respect to any and all environmental liabilities relating to the Parcel described in 5.4(a); and
- c) indemnify and save harmless the Province and Provincial Officials from and against any and all Proceedings after the Closing Date arising out of or in connection with any and all environmental liabilities relating to the Parcel described in 5.4(a).

5.5 Effect of Section 5.4. For greater certainty:

- a) Section 5.4 applies where:
 - i) any contamination relating to the Parcel, whether disclosed or undisclosed, known or unknown, created or existing, arose before the Closing Date or arose before and continues after the Closing Date; and
 - ii) any environmental liability relating to the costs of remediation of the Parcel are incurred after the Closing Date and relate to contamination that arose before the Closing Date or that arose before and continues after the Closing Date.

b) Section 5.4 does not apply where any environmental liability relating to the Parcel results from the acts or omissions of the Province after the Closing Date.

5.6 Pre-Closing Preliminary Site Investigations – Stage 1. A preliminary site investigation is being initiated for Parcel A based on the reasonable grounds that Tsleil-Waututh considers the site may be contaminated. At the request of either Party, a preliminary site investigation may be initiated for any Parcels of land, within the Area of Interest, considered for future transfer. The Province will, with input and review from Tsleil-Waututh on the terms of reference and the Approved Professional to be retained, at its cost, obtain and provide the Tsleil-Waututh a stage 1 preliminary site investigation report in respect of a proposed Parcel prepared by an Approved Professional.

5.7 Pre-Closing Preliminary Site Investigations – Stage 2. Where the stage 1 preliminary site investigation report obtained by the Province in accordance with section 5.6, recommends further investigation such as a stage 2 preliminary site investigation, the Province may, in collaboration with Tsleil-Waututh, at its cost, obtain and provide the Tsleil-Waututh with the result of any investigation report prepared by an Approved Professional.

5.8 Determination of Next Steps Following Preliminary Site Investigations. Within [90] days of receiving the preliminary site investigation reports under section 5.6 and, if applicable, a report under section 5.7, each Party will determine whether it is prepared to accept the environmental condition of the applicable Parcel and proceed with the transfer of the Parcel in accordance with this Agreement. If, after reviewing the applicable preliminary site investigation reports, either Party determines that it is not prepared to proceed with the transfer of the applicable Parcel, the Province is not required to proceed with the transfer of that Parcel and the Parties will discuss appropriate next steps regarding that Parcel.

5.9 Application of Agreement to Transfers after Site Investigation or Remediation. For certainty, notwithstanding the provision of any preliminary site assessment or other assessment process under sections 5.6 to 5.8, sections 5.1 to 5.5 of this Agreement apply to any Parcel that may be transferred to the Designated Company.

PART 6 – TRANSACTION COSTS

- 6.1 Property Transfer Tax, Survey and Other Costs.** The Province is responsible for the payment of the following costs in connection with the transfer of the Lands:
- a) the cost of obtaining a legal survey of the outer boundaries of the lands and any Crown Corridors;
 - b) the costs of fees associated with the preparation of Crown Grants; and
 - c) property transfer tax, and for greater certainty, the Province agrees to either pay or waive the requirement to pay any property transfer tax payable under the Property Transfer Tax Act in connection with the transfer of the Lands under this Agreement.
- 6.2 GST, PST and Other Charges.** Tsleil-Waututh is responsible for GST and any other federal sales tax, and any other transfer or registration charges which the Province has not expressly agreed to accept responsibility for under this Agreement.
- 6.3 Annual Taxes and Other Costs.** In accordance with provincial law, the Designated Company is responsible for any and all annual taxes payable in respect of the Lands after the Closing Date. For greater certainty, on and after the applicable Closing Date, the Province is not required to assume any financial or other obligation with respect to the Lands.

PART 7 – OTHER LANDS COVENANTS

- 7.1 Other Tsleil-Waututh Covenants.** Tsleil-Waututh further acknowledges and covenants that at no time after Closing will it seek to add any Parcel that may be transferred to a Designated Company in accordance with this Agreement to its reserve lands without the consent of the Province.
- 7.2 Use of Lands.** Tsleil-Waututh covenants that after transfer they will use the Lands in accordance with any restrictions on use and development agreed by the Parties through the Land Selection Process.
- 7.3 Indemnity for Charges.** Tsleil-Waututh will indemnify and save harmless the Province and all Provincial Officials from any and all damages, losses, liabilities or costs that the Province or any Provincial Official may suffer or incur in connection with or as a result of any Proceeding arising in connection with any act or omission of Tsleil-Waututh related to any Permitted Encumbrance, or any charge or encumbrance granted by Tsleil-Waututh.
- 7.4 Conduct of Litigation.** For the purposes of section 7.3:

- Type text here
- a) the Province will notify Tsleil-Waututh of any Proceeding to which the indemnity may apply;
 - b) the Province will have exclusive conduct of the Proceeding in accordance with the Attorney General Act;
 - c) the Province will not settle any Proceeding without first discussing and seeking to reach agreement on the terms of settlement with Tsleil-Waututh; and
 - d) Tsleil-Waututh may intervene in the Proceeding at its own expense.

7.5 Registration of Unregistered Interests. The Parties will identify any unregistered interests which may require registration against the Lands in the Land Title Office, and, once agreed, set out such interests in Schedule F.

7.6 Unregistrable Permitted Encumbrances. If any Permitted Encumbrance is not registerable in accordance with the *Land Title Act*, Tsleil-Waututh will enter into an agreement with the holder of that Permitted Encumbrance on substantially the same terms and conditions that exist between the Province and the holder of that Permitted Encumbrance, to take effect on the applicable Closing Date.

PART 8 – ASSURANCES FOR WOODFIBRE PROJECT AND OTHER COVENANTS

8.1 LNG Assurances. As long as the Province is not in default of its material obligations under this Agreement, Tsleil-Waututh will:

- a) remain neutral and not oppose the planning, approval, construction, development, and operation of the Woodfibre Project;
- b) acknowledge that it is being consulted and accommodated in relation to the Woodfibre Project and any related Crown Governmental Action;
- c) not directly or indirectly initiate or participate in any legal actions or proceedings that challenge the Woodfibre Project or any Crown Governmental Action on the basis that the Province has not adequately consulted or accommodated Tsleil-Waututh or that the Woodfibre Project or any Crown Governmental Action constitutes an infringement of its Aboriginal Rights and Title;
- d) not support or participate in any act that frustrates and/or delays the Project Proponents or any of their respective employees, contractors, agents, representatives, or invitees to gain access to any part of the Woodfibre Project to carry out any activities associated with the Woodfibre Project;

- Type text here
- e) not seek any other financial contributions from the Province in respect of the Woodfibre Project and, if requested by the Province, provide an acknowledgement that the Crown has fulfilled any obligation it may have to provide financial or economic accommodation, economic benefits, capacity funding, or compensation of any kind in relation to the Woodfibre Project and any Crown Governmental Action, but this does not prevent Tsleil-Waututh from participating in provincial programs generally available to First Nations; and
 - f) not directly support actions by a Tsleil-Waututh Member that would interfere with, delay, or otherwise oppose the Woodfibre Project.

8.2 Releases and Acknowledgements. As long as the Province is not in default of its material obligations under this Agreement, Tsleil-Waututh:

- a) releases and discharges the Province and Provincial Officials from all claims of infringement of its Aboriginal Rights and Title in respect of the Woodfibre Project and any Crown Governmental Action;
- b) releases and discharges the Province and Provincial Officials from all claims with respect to the Province's obligation to consult and, where appropriate, accommodate in respect of the Woodfibre Project and any Crown Governmental Action; and
- c) acknowledges that the Province has fulfilled any obligation it may have to provide financial or economic accommodation, economic benefits, capacity funding or compensation of any kind in respect of the Woodfibre Project and any Crown Governmental Action, but this does not prevent Tsleil-Waututh participating in provincial programs generally available to First Nations.

8.3 Assurances in relation to the Lands and Permitted Encumbrances. Upon the Closing Date for a Parcel, Tsleil-Waututh:

- a) releases and discharges the Province and all Provincial Officials from all claims with respect to the Province's obligation to consult and, where appropriate, accommodate in respect of any decisions required to transfer that Parcel to the Designated Company and any Permitted Encumbrances in respect of the Parcel;
- b) releases and discharges the Province and all Provincial Officials from any claims of infringement of Aboriginal Rights and Title in respect of that Parcel and any applicable Permitted Encumbrances; and

- c) acknowledges that the Province has fulfilled all obligations it may have to provide Tsleil-Waututh with financial or economic accommodation, economic benefits, replacement lands, capacity funding, and payments or compensation of any kind whatsoever that may be required with respect of the transfer of that Parcel to The Designated Company and any Permitted Encumbrances in respect of that Parcel.

8.4 Additional Tsleil-Waututh Assurances

Tsleil-Waututh:

- a) confirms that all of the above assurances (section 8.1, 8.2 and 8.3 include and apply to BC Hydro and the BC Hydro Transmission Project and Associated Infrastructure, mutadis mutandis;
- b) recognizes and will respect all permits, approvals, licences, certificates or other authorizations that have been or may be issued to BC Hydro before or during the Term for the development, construction and operation of the BC Hydro Transmission Project and Associated Infrastructure;
- c) will ensure that all permits, approvals, licences, certificates or other authorizations that have been issued to BC Hydro before or during the Term for the development, construction and operation of the BC Hydro Transmission Project and the Associated Infrastructure will be recognized and preserved unaltered in form and substance in any agreement, treaty, land claim agreement, self-government agreement or other agreement; and
- d) will participate in ongoing engagement with BC Hydro in a good faith and timely manner for the development, construction and operation of the BC Hydro Transmission Project and Associated Infrastructure.

8.5 Nothing in the Agreement will preclude Tsleil-Waututh from:

- a) identifying concerns about potential impacts of the Woodfibre Project in the applicable environmental assessment or regulatory process, or seeking to resolve those concerns as part of the applicable environmental assessment or regulatory process; and
- b) taking any steps in accordance with federal and provincial law with respect to concerns it may have as a result of any Woodfibre Project Proponent being in breach of its obligations under applicable certificates, authorizations, permits or approvals.

8.6 The Province acknowledges that the assurances provided under this Agreement by Tsleil-Waututh in respect of the Woodfibre Project are provided on the basis that:

- a) annual LNG production and export from the Woodfibre Project will not materially expand beyond the approved limits in the Export Licence; and
- b) the Eagle Mountain-Woodfibre Gas Pipeline Project will not be converted or modified for the purpose of transporting any material other than natural gas.

PART 9 – CONDITIONS PRECEDENT

Conditions Precedent to Funding

9.1 Despite any other provision in this Agreement, any payment or any other money provided by the Province under this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, RSBC. 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) Tsleil-Waututh being in compliance with all of their material obligations under this Agreement, including annual reporting requirements in accordance with section; and
- d) Tsleil-Waututh representations and warranties under this Agreement being true and correct.

9.2 **Conditions Precedent to Province’s Other Obligations.** In addition to section 9.1, the Province’s obligations under this Agreement are subject to:

- a) Tsleil-Waututh delivering to the Province a Band Council Resolution approving this Agreement and authorizing a representative or representatives to sign this Agreement;
- b) the Province having obtained all required approvals, including Cabinet and Treasury Board approval; and
- c) Tsleil-Waututh representations and warranties under this Agreement being true and correct on the Effective Date.

9.3 Conditions Precedent to all Land Transfers. The obligation of the Province to transfer any of the Lands to the Designated Company under this Agreement is subject to:

- a) the representations and warranties of Tsleil-Waututh under this Agreement being true and correct on the applicable Closing Date;
- b) the Designated Company being validly incorporated with all shares wholly owned directly or indirectly, legally, and beneficially, by Tsleil-Waututh on the applicable Closing Date;
- c) all obligations of Tsleil-Waututh in respect of all previously transferred Lands having been fully performed in accordance with this Agreement;
- d) the Parties having reached agreement in accordance with the Land Selection Process on:
 - i) the Permitted Encumbrances, Reservations and Crown Corridors in respect of the applicable Lands and Schedule F having been updated and revised accordingly;
 - ii) potential restrictions on the use and development of the applicable Lands; and
 - iii) the Fair Market Value of the applicable Lands;
- e) legal surveys for the applicable Lands having been completed by the Province and approved in accordance with provincial law before the applicable Closing Date;
- f) the Province being satisfied that it has:
 - i) fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights and Title to the Lands by Aboriginal groups other than the Tsleil-Waututh;
 - ii) completed all required engagement with stakeholder and local governments, including third parties who are entitled to the benefit of the Permitted Encumbrances; and
 - iii) concluded any required process of review and approval by governmental authorities related to the transfer of the Lands;
- g) the Minister responsible having authorized the disposition of the applicable Lands in accordance with provincial law before the applicable Closing Date; and

h) Tsleil-Waututh notifying the Province in writing that it is prepared to proceed with the transfer of the Lands under this Agreement.

9.4 Waiver of Conditions Precedent. The conditions precedent set out in this Part are for the sole benefit of the Province and may be waived by the Province on written notice to Tsleil-Waututh.

9.5 Non-waiver or Satisfaction of Conditions 9.3 g). If the Province does not satisfy or waive condition 9.3 g) in relation to a Parcel, it will negotiate and attempt reach an agreement with Tsleil-Waututh on the transfer of a fee simple interest in respect of equivalent alternate provincial Crown Lands.

PART 10 – REPRESENTATIONS AND WARRANTIES

10.1 Tsleil-Waututh Representations. Tsleil-Waututh represents and warrants to the Province, with the intent and understanding that the Province will rely on those representations in entering into this Agreement, that:

- a) it enters into this Agreement for, and on behalf of, its Members
- b) any company designated by the Tsleil-Waututh for the purposes of this Agreement will be a Designated Company;
- c) any Designated Company has the legal power, capacity and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement;
- 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 this Agreement including obtaining a Band Council Resolution authorizing a representative or representatives to execute this Agreement on its behalf;
- 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.

10.2 Provincial Representations. The Province represents and warrants to Tsleil-Waututh, with the intent and understanding that Tsleil-Waututh will rely on those representations in entering into this Agreement:

- a) that it has the legal power, capacity and authority to enter into this Agreement;

- b) subject to the terms and conditions of this Agreement it has the legal power, capacity and authority to carry out its obligations as set out in this Agreement; and
- c) that this Agreement is a valid and binding obligation of the Province.

PART 11 – COMMENCEMENT, TERM AND TERMINATION

11.1 Term. This Agreement will commence and the Parties' obligations under this Agreement will take effect on the Effective Date and, subject to section 11.2, this Agreement will continue until the expiry or termination of the 40-year term of the Export License, unless terminated in accordance with the Agreement. If Woodfibre LNG Limited applies to extend the term of the Export Licence the Parties will meet to attempt to extend this Agreement or negotiate a further agreement in respect of that additional time period on substantially similar terms.

11.2 Termination.

If:

- a) Woodfibre LNG Limited has not delivered Notice to Proceed within five (5) years of the Effective Date;
- b) the In-Service Date has not occurred within ten (10) years of the Effective Date; or
- c) after the In-Service Date, Woodfibre LNG has not shipped LNG from the liquefaction plant and related marine transport facilities for a continuous period of at least five years;

then, provided that a Party is not in default of its material obligations under this Agreement, that Party may terminate this Agreement on sixty (60) days written notice to the other Party.

11.3 Default. If a Party is in default under this Agreement, then another Party may provide written notice (the "Default Notice") providing particulars of the alleged default and the Party alleged to be in default will have:

- a) 10 business days to cure the default if it relates to a financial payment; or
- b) 20 business days to cure for any default not related to a financial payment. If the nature of the default requires longer than twenty (20) business days to cure, then the Party alleged to be in default must take all reasonable steps within such period to commence curing the default and must continue with all reasonable diligence until the default is cured.

- 11.4 Remedy.** If a Party has not remedied a default under this Agreement in accordance with section 11.3 then the Party providing notice under section 11.3 may, in addition to any remedies it may be entitled to at law, including declaratory or injunctive relief, suspend or withhold all or a portion of any payments or benefits payable under this Agreement to the defaulting Party until the default has been cured.
- 11.5 Delay not a waiver.** No failure or delay on the part of a Party to exercise its rights in relation to an event of default will constitute a waiver by that Party of its rights.
- 11.6 Survival of Lands Conditions.** Part 5 (Condition of Lands) and Part 7 (Other Lands Covenants) and section 8.3 will survive the completion of the transfer of any Lands or the termination of this Agreement and, for greater certainty, will continue to apply to the Lands.
- 11.7 Survival of Releases and Acknowledgments.** Section 8.2 and subsection 8.3 (Releases and Acknowledgements) survive the termination of this Agreement.

PART 12 – DISPUTE RESOLUTION

- 12.1 Representatives.** Where a dispute arises regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet within thirty (30) days to attempt to resolve the dispute.
- 12.2 Senior Representatives.** If the representatives of the Parties are unable to resolve differences at the appropriate level, the dispute will be raised to more senior levels of the Province and Tsleil-Waututh.
- 12.3 Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the dispute.
- 12.4 Suspension of Funding and Land Transfer Obligations during a Dispute.** Where a dispute arises as a result of an alleged breach of this Agreement by Tsleil-Waututh, the Province may suspend the provision of Funding and the transfer of Lands until the dispute is resolved in accordance with this Part 12.

PART 13 – NOTICE AND DELIVERY

- 13.1 Notices.** 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, e-mail or facsimile copier, when received as follows:

if to the Province:

Type text here
Ministry of Indigenous Relations and Reconciliation
P.O. Box 9100 Stn Prov Govt
Victoria, B.C. V9W 9B1
Email: IRRInfo@gov.bc.ca
Fax: 250-387-6073
Attention: Assistant Deputy Minister, Negotiations and Regional
Operations Division

and if to Tsleil-Waututh:

Tsleil-Waututh Nation
3178 Alder Court
North Vancouver B.C. V7H 2V6
Email: Reception@twnnation.ca
Attention: Chief, Tsleil-Waututh Nation

- 13.2 Change of Address.** A Party may, from time to time, give written or e-mail notice to the other Parties of any change of address, e-mail or facsimile number. After the giving of such notice, the address, e-mail 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.
- 13.3 Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of engagement whenever practicable and appropriate.

PART 14 – GENERAL

14.1 Not a Treaty. The Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982; or
- b) affirm, recognize, define, deny, limit or amend any Aboriginal Right or Title or any responsibilities of the Parties except as set out in this Agreement.

14.2 Additional Tsleil-Waututh Provisions:

For greater certainty, this Agreement does not:

- a) address and is not intended to be interpreted as addressing compensation for alleged past or future infringement of Tsleil-Waututh Rights and Title that are not related to the Woodfibre LNG Project;

- b) limit or waive Tsleil-Waututh's right, if any, to hold the Province accountable for compliance with, or implementation of, mitigation and accommodation measures developed, the environmental assessment process administered by the Environmental Assessment Office, or any other regulatory process;
- c) release the Province from any duties, obligations, or potential liabilities it may have related to the environmental management and operation of the Woodfibre LNG Project; or
- d) limit or diminish any present or future fiscal transfer agreements between the Parties for programs unrelated to this Agreement.

14.3 Agreement Revenue. The funds received under this Agreement are not, and are not intended to be, considered as own source revenue for any purpose related to federal funding arrangements, either in a treaty or non-treaty agreements.

14.4 Entire Agreement. This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

14.5 Amendment. The Parties may agree to amend this Agreement in writing.

14.6 Validity of Agreement. 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.

14.7 Further Acts and Assurances. 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 whatsoever for the better and absolute performance of the terms and conditions of this Agreement.

14.8 No Implied Waiver. Any waiver of:

- a) a provision of this Agreement;
- b) the performance by a Party of an obligation under this Agreement; or
- c) a default by a Party of an obligation under this Agreement;

will be in writing and signed by the Party giving the waiver and will constitute a waiver of any other provision, obligation or subsequent default.

14.9 Assignment. Except as provided for in section 14.10, Tsleil-Waututh will not assign, either directly or indirectly, this Agreement or any right of Tsleil-Waututh under this Agreement without the prior written consent of the Province.

14.10 Assignment of Ongoing Payments by Tsleil-Waututh. Tsleil-Waututh may, on written notice to the Province, assign their rights to receive Ongoing Funding under section 3.4 of this Agreement in connection with a Financing Program, provided that:

- a) Tsleil-Waututh has first delivered to the Province a certified copy of a Council Resolution approving the assignment;
- b) no such assignment will relieve Tsleil-Waututh from, and Tsleil-Waututh will continue to be bound by, their obligations under this Agreement; and
- c) any assignee may only assume its rights subject to the terms and conditions of this Agreement.

14.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of British Columbia.


14.12 No Fettering. Nothing in this Agreement will be interpreted in a way that would affect the jurisdiction or fetter the discretion of the decision-making authority of either Party.


14.13 Execution in Counterpart. 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.

14.14 Electronic Delivery. 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.

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

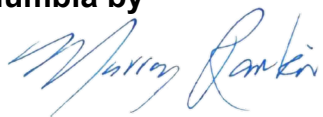
**Signed on behalf of Tsleil-Waututh
Nation as represented by**

Chief 

Witness 

December 19, 2023
Date

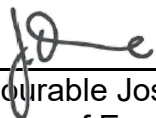
Signed on behalf of His Majesty the King In Right of the Province of British Columbia by



Honourable Murray Rankin
Minister of Indigenous Relations and Reconciliation

January 9, 2024

Date



Honourable Josie Osborne
Minister of Energy, Mines and Low Carbon Innovation

January, 23, 2024

Date

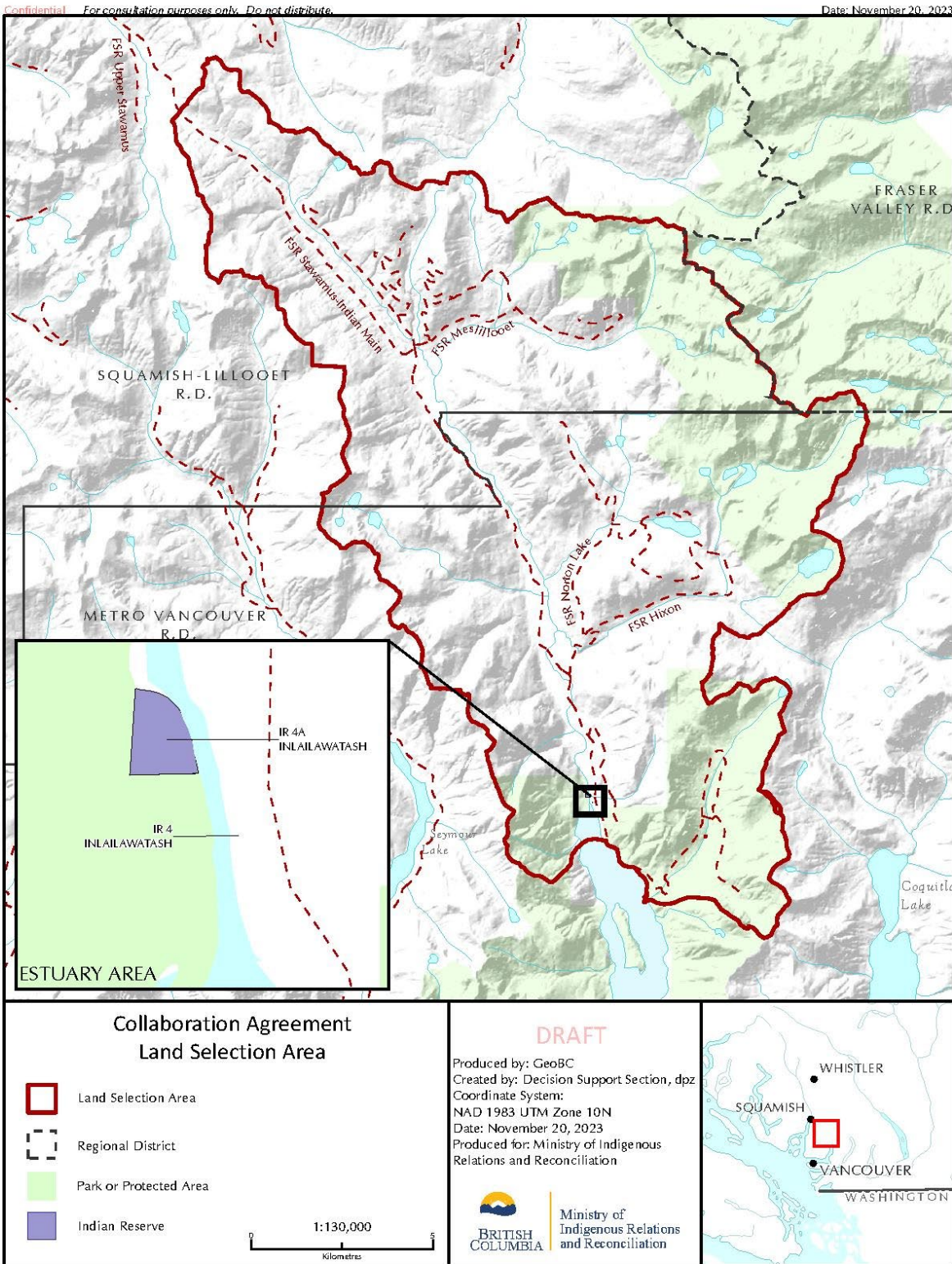


Witness



Witness

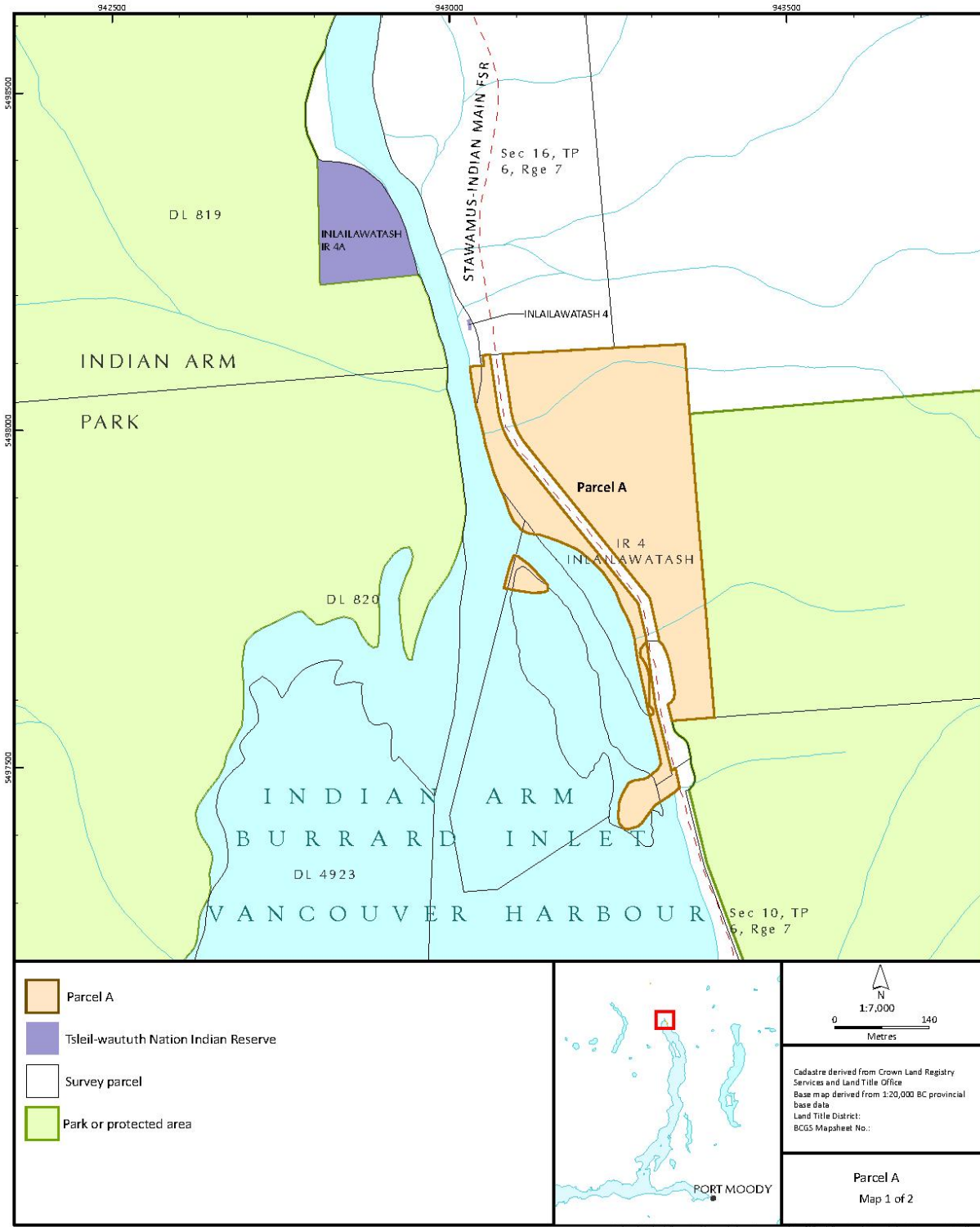
Schedule A – Map of Land Selection Area



Schedule B – Map of Parcels A and B

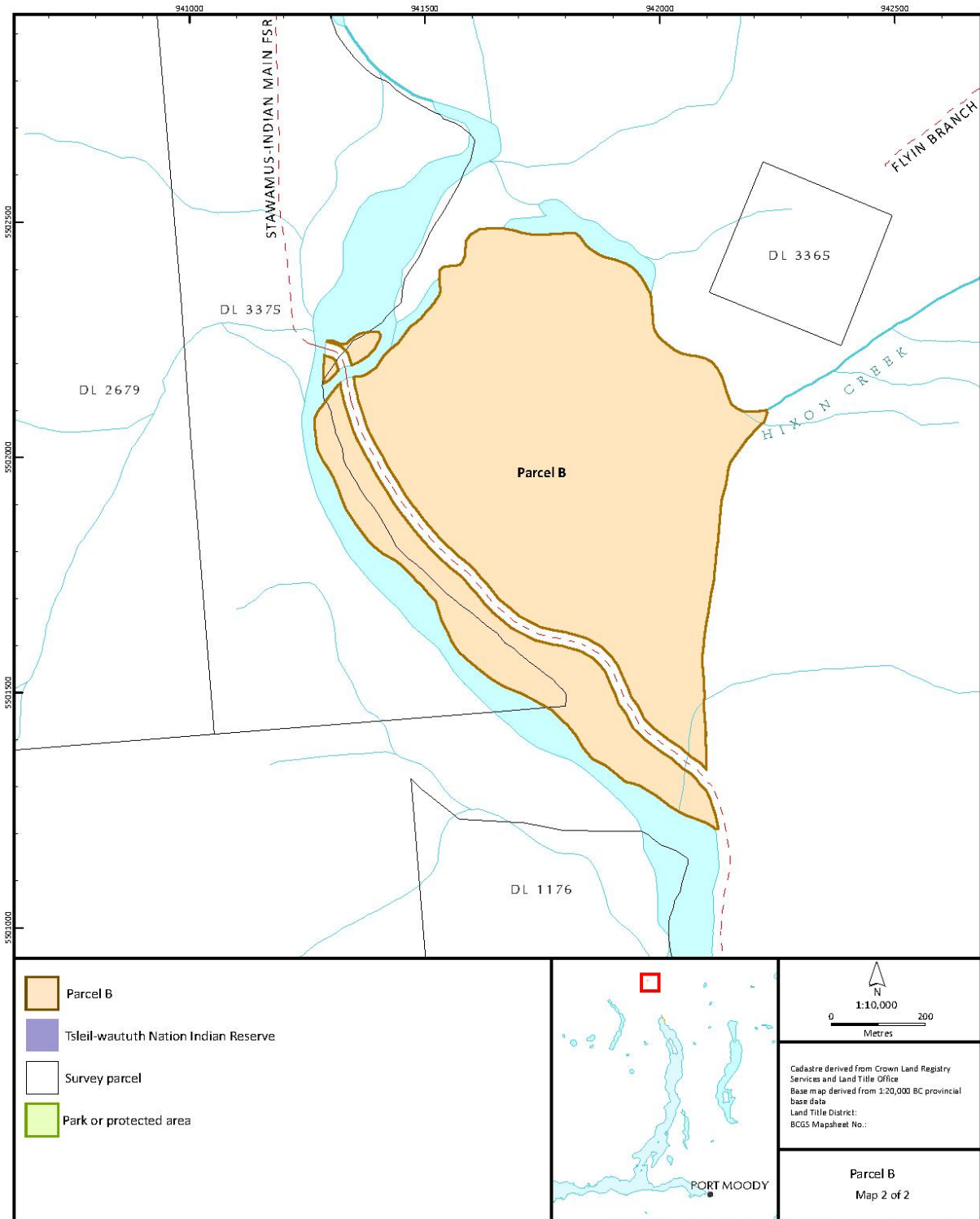
November 20, 2023

Tsleil-waututh Nation



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Tsleil-waututh Nation



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Schedule C – Land Selection Process

1. **Priority Lands.** The Parties have identified Parcel A and Parcel B as priority Parcels for consideration for transfer.
2. **Land Selection Area.** Tsleil-Waututh will select areas of interest from within the Land Selection Area.
3. **Land Selection.** The Parties will work together to identify additional Parcels of land for consideration for transfer from within the Areas of Interest selected under section 2 , taking into account the Fair Market Value of the Parcels as determined in accordance with section 4.2 of this Agreement.
4. **Timeline for Land Selection.** The Parties will use all reasonable efforts to identify within two (2) years of the execution of this Agreement, Parcels of land that, the Parties reasonably estimate have a combined Value of \$5.05M If the Parties have not identified such lands in that timeframe, the Parties will discuss appropriate next steps and resolution.
5. **Existing Tenures.** The Parties acknowledge that a portion of the lands in the Land Selection Area are subject to existing tenures, encumbrances and interests and they will seek to address those tenures, encumbrances and interests, including by making best efforts to agree on Crown Corridors, Permitted Encumbrances and Reservations for any Parcel to be eligible for transfer to Designated Company.
6. **Research of Land Selection.** The Province has or will complete the preliminary research and statusing of the lands identified by the Parties under section 1 or 2, based on the following factors:
 - a) confirmation of the Province's ownership of the lands;
 - b) the presence of any interests in the lands or any encumbrances or tenures on the lands, including fee simple interests, roads, railways, utility rights-of-way, access to adjacent or proximate lands, and any surface or subsurface tenures on the lands;
 - c) the location of the lands within an ecological reserve, park, conservancy, recreation area or other protected area designated under the Park Act, Protected Areas of BC Act, the Environment and Land Use Act, or established by order in council; and
 - d) conflicting interests of other First Nations, Local Governments, stakeholders or the public, including any potential obligation on the Province to accommodate or compensate for the land.

- 7. Eligibility of Lands.** Tsleil-Waututh acknowledges and agrees that the eligibility of the lands identified under sections 1 or 2 for transfer to the Designated Company is at the sole discretion of the Province, and that the Province, acting reasonably, may determine that certain lands are not eligible for transfer for any reason, including:
- a) the factors under section 6;
 - b) the Province's resource management objectives;
 - c) public use of or access to Crown lands as that term is defined in the Land Act; and
 - d) the results of the Province's consultation and engagement with other First Nations, Local Governments, stakeholders and the public.
- 8. Consultation and Engagement.** The Province will consult with other First Nations, Local Governments, or stakeholders which may have a claim to or interest in the lands identified under sections 1 and 2.
- 9. Alternative Lands.** In the event any issues, including existing tenures and interests, relating to lands identified under sections 1 or 2, make the lands ineligible for transfer based on the factors under sections 6 and 7, the Parties may identify such other lands within the Land Selection Area as may be required for inclusion in the Lands. Such land is to be representative of the profile of the lands identified under sections 1 and 2 with respect to criteria such as access, timber volumes, and water frontage.
- 10. Finalization of Land Selection.** Following completion of consultation and stakeholder engagement, the Parties will:
- a) discuss and make best efforts to:
 - i) resolve any issues or concerns raised by any First Nations or stakeholders;
 - ii) reach agreement on the Permitted Encumbrances, Reservations and Crown Corridors applicable to the Parcel, and once agreed, amend Schedule F accordingly;
 - iii) reach agreement on any restrictions on the use and development of the Lands after transfer, and
 - b) exchange written confirmation of the boundaries of each Parcel and the Fair Market Value assigned to that Parcel, in order to finalize the Lands selection and for the Province to confirm the eligibility of the Lands.

Schedule D – GST Certificate

**FORM 221(2)(b) (CERTIFICATE AS TO REGISTRATION STATUS OF PURCHASER)
Certificate as to Registration Status of Purchaser**

(Paragraphs 221(2)(b) and (c))

FROM: *[the "Vendor"]*

TO: *[the "Purchaser"]*

RE: *[the "Property"]*

THE PURCHASER HEREBY CERTIFIES TO THE VENDOR PURSUANT TO PARAGRAPHS 221(2)(b) AND (c) OF *THE EXCISE TAX ACT* (THE "ACT") THAT THE PURCHASER:

- is a prescribed recipient under the Act.

[OR]

- is registered under Part IX of the Act, its registration number is [number] and the Purchaser will account for the tax payable in respect of the purchase of the Property in accordance with the Act.

The Purchaser acknowledges that the Vendor is relying on this Certificate in connection with the sale of the Property.

Each term that is used in the Certificate and that is defined in, and for the purposes of, Part IX of the Act has the meaning assigned to it in Part IX of the Act.

DATED *[month, day, year]*.

Tsleil-Waututh _____

Signature of the duly authorized signatory for Tsleil-Waututh

Name and Title (please print)

Schedule E – Property Transfer Tax Consent Form

TO WHOM IT MAY CONCERN:

1. Part 6.1 of the Tsleil-Waututh Liquefied Natural Gas (LNG) Collaboration Agreement (the Agreement) between the Province of British Columbia, the Tsleil-Waututh Nation, executed dated [date], provides that the Province is responsible for property transfer tax payable under the *Property Transfer Tax Act* (RSBC 1996), c. 378 in relation to the transfer of land under the Agreement (the “Property Transfer Tax”).

2. In the event that:
 - a. an exemption from Property Transfer Tax is not enacted prior to the date on which payment of that tax is due, or
 - b. the Province pays the Property Transfer Tax,

then Tsleil-Waututh hereby:

- c. authorizes the Ministry of Finance and the Ministry of Indigenous Relations and Reconciliation to deal directly with one another in regard to all matters relating to the Property Transfer Tax, and

- d. agrees that if there is any refund payable in respect of the Property Transfer Tax paid by the Province, then the amount of that refund may be retained by the Province.

Executed on the _____ day of _____, 20__

Signature of the duly authorized signatory for the Tsleil-Waututh

Name and Title (please print)

Schedule F – Permitted Encumbrances, Crown Corridors and unregistered interests

Part 1 – Permitted Encumbrances

Permitted Encumbrances that apply to all Parcels
All interests that encumbered or applied to the Parcel as of the Effective Date and any renewal or replacement of that interest by the Province;
All interests registered on title under the <i>Land Title Act</i> as of the Closing Date;
All subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the Parcel;
All exceptions and reservations contained in section 50(1) of the <i>Land Act</i> ;
Any conditional or final water license or substituted water license issued or given under the <i>Water Sustainability Act</i> , or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Parcel and to maintain, repair and operate any works permitted on the Parcel under the license at the date of the Crown grant;
All subsisting grants to, or subsisting rights of any person made or acquired under the <i>Mineral Tenure Act</i> , <i>Coal Act</i> or <i>Petroleum and Natural Gas Act</i> or under any prior or subsequent enactment of the Province of British Columbia of like effect;
A restrictive covenant in favour of His Majesty the King in right of the Province of British Columbia to be registered against the title to the Parcel in the form attached as Schedule G (Additions to Reserve Restrictive Covenant).

Permitted Encumbrances for specific Parcels will be agreed by the Parties as part of the identification of the Parcel in accordance with the Land Selection Process.

Part 2 – Permitted Encumbrances – Interests Not Registered on Title

[To be agreed by the Parties in accordance with the Land Selection Process.]

Part 3 – Crown Corridors

[To be agreed by the Parties in accordance with the Land Selection Process.]

December

Schedule G – Addition to Reserve Restrictive Covenant

TERMS OF INSTRUMENT

WHEREAS:

A. The Grantor is the registered owner of:

(the “Land”);

B. Under section 219 of the *Land Title Act*, there may be registered against title to any land, conditions or covenants in favour of the Grantee that the land, or any specified portion thereof, is not to be used other than in accordance with the terms of a covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Grantee as follows:

1. The Grantor covenants and agrees that the Grantor will not, in the absence of consent by the Grantee, transfer, alienate or deal with the Land in any manner which would see it incorporated into or become part of:
 - a. Reserves or special reserves as defined in the *Indian Act*; or
 - b. “Lands reserved for the Indians” under section 91(24) of the *Constitution Act, 1867*.
2. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties so require.
3. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
4. The Grantor will indemnify and save harmless the Grantee from all actions, causes of action, claims demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and

other professional advisors, arising out of any breach, violation or non-performance by the Grantor of the covenants set out in section 1.

5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Grantee unless such waiver is expressed in writing by the Grantee and the waiver by the Grantee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.
6. This Agreement will be interpreted according to the laws of the Province of British Columbia.
7. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
8. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or section, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
9. This Agreement will be registered as a charge against the Land pursuant to section 219 of the *Land Title Act*.

IN WITNESS WHEREOF the Grantor has executed this Agreement on Form C attached.

Schedule H – Designated Company Agreement¹

This Agreement is dated for reference _____, 2012.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Indigenous Relations and Reconciliation [address]

(the “Province”)

AND:

_____, a company incorporated under the laws of British Columbia and having its principal place of business at [address]

(the “Designated Company”)

(collectively referred to as the “Parties” and individually referred to as a “Party”)

WHEREAS:

- A. The Province and the Tsleil-Waututh Nation have entered into an agreement dated _____ (the “Liquified Natural Gas (LNG) Collaboration Agreement”) pursuant to which the Province will transfer to the Designated Company fee simple title to those lands legally described as:

[Insert Legal Description of lands]

(the “Lands”)

- B. Tsleil-Waututh and the Designated Company have agreed that, as a condition of the transfer of the Lands, the Designated Company will execute and deliver this Agreement on the terms set out below.

NOW THEREFORE the Province and the Designated Company agree as follows:

1. **Defined Terms.** The terms “Province” and “Tsleil-Waututh” and any other capitalized terms used in this Agreement and defined in the LNG Collaboration Agreement will have the meaning given to those terms in the Incremental Treaty Agreement.

¹ As this is now framed as an “agreement”, the boilerplate clauses under Article 16 of the Incremental Treaty Agreement are included as paragraphs 6-15.

2. **Representations and Warranties.** The Designated Company represents and warrants that it is a “Designated Company” within the meaning of the LNG Collaboration Agreement and that it has the legal power, capacity and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement.
3. **LNG Collaboration Agreement Binding.** The terms of the LNG Collaboration Agreement relating to the Lands are legally binding on the Designated Company as if the Designated Company was a party to the LNG Collaboration Agreement, including, without limitation, those provisions of the LNG Collaboration Agreement relating to the condition of the Lands (Part 7), the Reservations and Permitted Encumbrances (Part 8) and other covenants (Part 10).
4. **Environmental Condition.** Without limiting the generality of the foregoing, the Designated Company waives the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act* in connection with its acquisition of the Lands.
5. **Enforcement of the LNG Collaboration Agreement.** The Province may, in its sole discretion, enforce any term or condition of the LNG Collaboration Agreement, including any obligation, covenant or indemnity of Tsleil-Waututh, against the Designated Company or Tsleil-Waututh or both of them.
6. **Legal Advice.** The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the LNG Collaboration Agreement, a copy of which is attached as Schedule A, and to seek independent legal advice with respect to their terms and conditions.²
7. **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules and Appendices to this Agreement form part of this Agreement.
8. **Further Acts and Assurances.** The Parties will, upon the reasonable request of the other Party, do such further lawful acts or deliver such further documents in a timely fashion as are reasonably required in order to fully perform and carry out the terms of this Agreement.

² A copy of the LNG Collaboration Agreement must be attached to the Designated Company Agreement as Schedule A, and a copy of the signed Designated Company Agreement attached to the LNG Collaboration Agreement as Schedule 5 in accordance with 6.2(b) of the LNG Collaboration Agreement. At least two copies of the LNG Collaboration Agreement must be signed – one for each party. A third copy could be signed and provided to the Designated Company.

9. **No Implied Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or 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.
10. **Successors.** This Agreement will ensure to the benefit of and be binding on the Designated Company and its successors and the Province.
11. **No Admissions.** Nothing in this Agreement will be construed as an:
 - a) admission by the Province of the validity of any claim by Tsleil-Waututh to a specific treaty or aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*; or
 - b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to Tsleil-Waututh.
12. **Not a Treaty.** This Agreement does not:
 - a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
 - b) recognize, affirm, define, deny, limit or amend any aboriginal rights or titles or any responsibilities of the Parties except as set out in this Agreement.
13. **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.
14. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
16. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.

Signed by the Designated Company as of _____, 20__ by:

[Name of Company]

Per: Authorized Signatory

SIGNED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Minister of Indigenous Relations and Reconciliation or the Minister's authorized representative as of _____, 20____:

Minister of Indigenous Relations and Reconciliation
or the Minister's authorized representative

END OF DOCUMENT