

THIS AGREEMENT made 21 day of September, 2015

REVENUE SHARING AGREEMENT

BETWEEN:

HER MAJESTY IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

AND:

QUATSINO FIRST NATION, as represented by Chief and Council,

(the "Quatsino First Nation")

(Collectively the "Parties", Individually "Party")

RECITALS:

- A. The Quatsino First Nation has Aboriginal Interests within its Traditional Territory.
- B. The Province supports the development of clean energy and the sharing with first nations of revenue from clean energy projects, and respects the importance of government to government relationships as contemplated in the New Relationship and the principles of the Transformative Change Accord.
- C. Part 6 of the *Clean Energy Act* enabled the creation of a fund known as the First Nations Clean Energy Business Fund which allows for the sharing of specified land revenues with first nations.
- D. The Quatsino First Nation is a band as defined by the *Indian Act*.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement:

"Agreement" means this Revenue Sharing Agreement, including its Schedules;
"Aboriginal Interests" means

(a) asserted aboriginal rights including Aboriginal title; or

(b) determined aboriginal rights including aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

“Available Revenue” means the Project Revenue multiplied by the percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* (50% as of the effective date of this agreement) and the percentage prescribed for the purposes of section 20(5)(a) of the Act (75% as of the effective date of this agreement), as those percentages are amended from time to time;

“Designated Percentage” means 34.92% percent or such other amount specified by the Province in accordance with section 9.2;

“Fiscal Year” means April 1 of a calendar year to March 31 of the following calendar year;

“Lifetime” in relation to the Local Project, means the period during which the Local Project continues as a power project for the purposes of section 20 of the *Clean Energy Act*;

“Local Project” means the Power Project described in Schedule 1;

“Overpayment” means both an amount paid mistakenly by the Province under this Agreement that is not due under section 3.1, and if the Province refunds Project Revenue under section 16 of the *Financial Administration Act*, means a percentage of the refunded amount equal to the product of multiplying the Designated Percentage, the percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* and the percentage prescribed for the purposes of section 20(5)(a) of the Act;

“Prescribed Land Revenues” means revenue prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act*, which the Province derives from Power Projects, but is subject to any changes to the revenue prescribed for those purposes made during the Term of this Agreement;

“Power Project” means a power project as defined by section 20(1) of the *Clean Energy Act*;

“Project Revenue” means Prescribed Land Revenues received by the Province in a Fiscal Year during the Term that are derived from the Local Project;

“Project Tenure” means a tenure for the Local Project, the revenue from which is prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act*;

“Project Works” means works authorized by a Project Tenures for the Local Project, the revenue from which is prescribed for the purposes of section 20(4)(b)

“Sharing First Nation” means a First Nation, other than the Quatsino First Nation, that has asserted Aboriginal interests on the land where the Local Project is located in whole or in part;

“Term” means the term as defined by section 8.1;

- “Traditional Territory” means the traditional territory claimed by the Qatstino First Nation located within British Columbia as shown on the map attached at Schedule 2; and
 “Treasury Board” means Treasury Board as defined by the *Financial Administration Act*.
- 2.0 PURPOSE**
- 2.1 The purpose of this Agreement is to share Project Revenue received by the Province with the Qatstino First Nation.
- 3.0 PAYMENT**
- 3.1 The Province will, within the later of 150 days of the end of a Fiscal Year or the execution of this Agreement, pay to the Qatstino First Nation a share of Available Revenue for that year equal to the product of multiplying Available Revenue by the Designated Percentage.
- 3.2 If at any time the Province makes an Overpayment, the Province may deduct the Overpayment from amounts payable under section 3.1.
- 3.3 The Qatstino First Nation will establish and maintain throughout the Term a bank account in the name of the Qatstino First Nation at a Canadian financial institution into which direct deposits may be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement. The Qatstino First Nation will provide such address and account information respecting this account to enable British Columbia to make direct deposits.
- 3.4 If the Local Project is located on land that is not subject to assertions of Aboriginal Interests of a First Nation other than the Qatstino First Nation, then 100% of the Available Revenue will be shared with the Qatstino First Nation.
- 3.5 Any payment made by the Province to the Qatstino First Nation under this Agreement:
- (a) does not abrogate any legal consultation and/or accommodation obligations of the Province which may apply and may result in further measures being implemented, where appropriate, in addition to any revenue sharing payments made under this Agreement;
- (b) shall not be interpreted or relied upon as an admission or acknowledgement by the Qatstino First Nation of Provincial jurisdiction over, or ownership of, lands and resources within the Qatstino First Nation's Territory.
- 3.6 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public account of British Columbia, a summary document will be prepared and made available to the Qatstino First Nation, a recipient of the Project Revenue, for that Fiscal Year, as follows:
- a) Project Revenue from tenures granted under

<p>7.1</p>	<p>The Qatstino First Nation will indemnify and save harmless the Province and Provincial Officials, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to by reason of any act or omission of the Qatstino First Nation or by any servant, employee, or agent of the Qatstino First Nation in relation to the performance or non-performance of the Qatstino First Nation's</p>
<p>7.0</p>	<p>INDEMNITY</p>
<p>6.1</p>	<p>No partnership, joint venture, agency, fiduciary or employment relationship is created by this Agreement or by any actions of the Parties under this Agreement.</p>
<p>6.0</p>	<p>RELATIONSHIP</p>
<p>5.1</p>	<p>The Province represents and warrants to the Qatstino First Nation that it has the legal authority to enter into this Agreement and carry out its obligations in accordance with it.</p>
<p>5.0</p>	<p>PROVINCIAL REPRESENTATIONS AND WARRANTIES</p>
<p>4.1</p>	<p>(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;</p> <p>(b) this Agreement is binding upon, and enforceable against, the Qatstino First Nation in accordance with its terms;</p> <p>(c) the undersigned representative of the Qatstino First Nation is duly authorized to enter into this Agreement;</p> <p>(d) it has obtained or had the opportunity to obtain the advice of their own financial, legal, tax, and other professional advisors with respect to this Agreement; and</p> <p>(f) it is an Indian Band under the <i>Indian Act</i> and entering into this Agreement has been approved by a majority of the councillors of the Qatstino First Nation present at a duly convened meeting of the Qatstino First Nation's Band Council.</p>
<p>4.0</p>	<p>THE QATSTINO FIRST NATION'S REPRESENTATIONS AND WARRANTIES</p>
<p>i)</p>	<p>sections 11 or 14 of the <i>Land Act</i>, or</p>
<p>ii)</p>	<p>section 9 of the <i>Ministry of Lands, Parks and Housing Act</i>; and</p>
<p>c)</p>	<p>if there are any changes to the Prescribed Land Revenue, an accounting for those changes to Project Revenue;</p>
<p>d)</p>	<p>any deductions made under section 3.2 or adjustments for amounts owing that were not paid.</p>

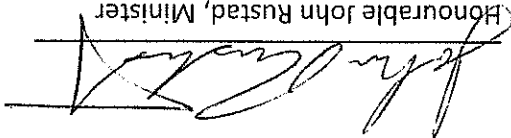
- obligations under this Agreement or breaches of the Warranties and Representations of the Quatsino First Nation under Article 4. This term will survive the expiry or termination of this Agreement.
- 8.0 TERM AND TERMINATION**
- 8.1 This Agreement takes effect on April 1, 2013, and continues for the lifetime of the Local Project unless terminated under section 8.2.
- 8.2 The Province may terminate this Agreement:
- (a) immediately by written notice to the Quatsino First Nation, if:
- (i) any representation or warranty made by the Quatsino First Nation in this Agreement is untrue or incorrect;
- (ii) the Local Project is no longer located wholly or partially on land that is subject to Aboriginal interests of the Quatsino First Nation; or
- (b) on six months written notice to the Quatsino First Nation if,
- (i) an amendment or repeal of the *First Nations Clean Energy Business Fund Regulation* or section 20 of the *Clean Energy Act* comes into force,
- (ii) the Province provides notice of its intention to terminate within 90 days of coming into force of that amendment or repeal, and
- (iii) the Province provides the Quatsino First Nation with an opportunity to consult regarding termination prior to providing notice of termination.
- 9.0 AMENDMENTS & CHANGES TO DESIGNATED PERCENTAGE**
- 9.1 Any amendments to this Agreement must be in writing and executed by the Parties.
- 9.2 Subject to section 9.4, if in the sole opinion of the Province, acting reasonably,:
- (a) there is a change in either
- (i) the areas covered by Project Tenures, including by means of amendment to the tenures, issuance of new Project Tenures, or expiry or termination of Project Tenures,
- (ii) the location of Project Works; or

11.2	If the Parties are unable to resolve differences under section 11.1, the issue will be raised to, for the Province, the Assistant Deputy Minister responsible for the First Nations Clean Energy Business Fund, and for the Quatsino First Nation, Band Council. The Assistant Deputy Minister may authorize a special designate to act in his place. The Assistant Deputy Minister or his designate and Band Council will meet as soon as is practicable to resolve the dispute.
11.1	If a dispute arises between the Quatsino First Nation and the Province regarding any aspect of this Agreement, the individuals identified under section 13.3 will meet as soon as is practicable to resolve the dispute.
11.0	DISPUTE RESOLUTION
(c)	Treasury Board not having controlled or limited expenditure, pursuant to the <i>Financial Administration Act</i> , under any appropriation referred to in the preceding paragraph.
(b)	the payment being in accordance with an approved Treasury Board spending plan for the First Nations Clean Energy Business Fund special account; and
(a)	there being sufficient monies available in an appropriation, as defined in the <i>Financial Administration Act</i> , in any fiscal year or part thereof when any payment of money by the Province to the Quatsino First Nation falls due pursuant to this Agreement, to make that payment;
10.1	Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Quatsino First Nation pursuant to this Agreement is subject to:
10.0	APPROPRIATION
9.4	The Designated Percentage together with the percentage of Available Revenue received by other Indian Bands or aboriginal governing bodies with whom the Province has entered into a revenue sharing agreement applicable to the Local Project must equal one hundred percent.
9.3	For the purposes of section 9.2, consultation with the Quatsino First Nation shall refer to good faith discussions between the Quatsino First Nation, the Sharing First Nation(s) and the Province, regarding the factors to be considered in setting the Designated Percentage and sharing information related to those factors.
	the Province may, at its sole discretion, after consultation with the Quatsino First Nation and six months written notice to the Quatsino First Nation, change the Designated Percentage.
(b)	a First Nation other than a Sharing First Nation that is receiving a share of revenue from the Local Project, asserts Aboriginal interests on the land on which the Local Project is located in whole or part;

12.0	GENERAL PROVISIONS
12.1	In this Agreement:
(a)	all headings are for convenience only and do not form part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions;
(b)	words in the singular include the plural and words in the plural include the singular unless the context or a specific definition otherwise requires;
(c)	the use of the word "including" is to be read as not limiting the generality of the preceding term or phrase;
(d)	all references to a designated "section", "subsection" or other subdivision or to a Schedule are to the designated section, subsection or subdivision of, or Schedule to, this Agreement;
(e)	any reference to a corporate entity or an Indian Band includes and is also a reference to any entity that was a predecessor to, or that is a successor to, such entity or band; and
(f)	any reference made to a statute includes all regulations made under that statute and any amendments or replacements for that statute or regulations made under that statute;
12.2	This Agreement shall be governed by the applicable laws of British Columbia and Canada.
12.3	This Agreement and any amendments to it, made in accordance with section 9.1, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, unless otherwise agreed in writing by the Parties.
12.4	There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
12.5	If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
12.6	No term, condition, covenant or other provision of this Agreement and no breach by one Party of any term or condition of this Agreement may be waived unless such waiver is in writing and signed by the other Party.
12.7	Time is of the essence.
12.8	This Agreement will ensure to the benefit of and be binding upon the Parties and their respective permitted assigns.

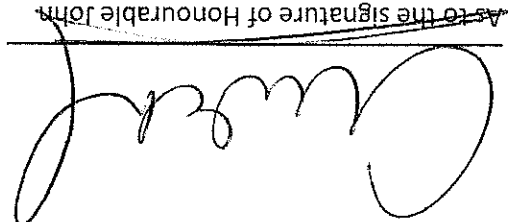
- 12.9 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 12.10 *Schedule 1, Clean Energy Project Description, and Schedule 2, Map of the Quatsino First Nation's Traditional Territory* is attached and forms part of this Agreement.
- 12.11 This Agreement may be entered into by each Party signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or other electronic means of transmission.
- 12.12 This Agreement is without prejudice to the Quatsino First Nation's Aboriginal interests. Nothing in this Agreement is intended to create, define, diminish, abrogate or extinguish the Quatsino First Nation's Aboriginal rights, including Aboriginal title.
- 12.13 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 12.14 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding their respective jurisdictions and authorities.
- 12.15 This Agreement does not exclude the Quatsino First Nation from accessing clean energy economic opportunities and benefits, which may be available to the Quatsino First Nation, other than those expressly set out in this Agreement.
- 12.16 The Parties acknowledge and agree that the geographic extent of the Quatsino First Nation's claimed traditional territory and the exercise of its Aboriginal interests thereon is not reduced to, or limited or defined by, the consultative area as shown on the map attached at Schedule B.
- 13.0 NOTICE**
- 13.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement will be in writing. It will be effectively given:
- (a) by personal delivery to the address of the Party set out in section 13.3;
 - (b) by pre-paid registered mail to the address of the Party set out in section 13.3; or
 - (c) by facsimile, to the facsimile number of the Party set out in section 13.3.
- 13.2 Any notice or communication given in accordance with section 13.1 will be deemed to have been given on the date it is actually received, if received by 4:00 pm. If received after 4:00 pm, it will be deemed to have been received on the next business day.
- 13.3 A notice or communication must be delivered, mailed or sent by facsimile to the Quatsino First Nation at the address below:

HER MAJESTY THE QUEEN IN RIGHT OF
 THE PROVINCE OF BRITISH COLUMBIA, as
 represented by the Minister of
 Aboriginal Relations
 and Reconciliation



Honourable John Rustad, Minister

EXECUTED in the presence of:



As to the signature of Honourable John
 Rustad, Minister

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

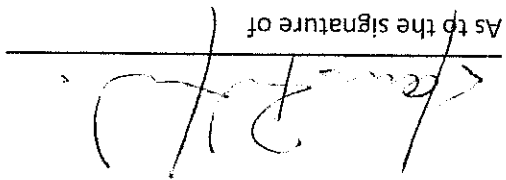
13.4 The address for delivery of notice to either Party may be changed by notice as set out in section 13.3.

The Province
 Attention: Director, Fiscal Arrangements and Climate Change
 Ministry of Aboriginal Relations and Reconciliation
 PO Box 9100
 Stn Prov Govt
 Victoria, BC V8W 9B1
 Fax Number: (250) 356-5312

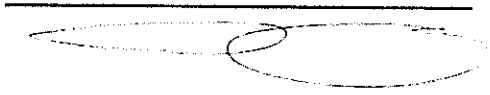
The Quatsino First Nation
 Attention: Chief Rob Cahill
 Quatsino First Nation
 305 Quattishe Road
 Coal Harbour, BC V0N 1K0
 Fax: (250) 949-6249

EXECUTED in the presence of:

As to the signature of
Chief Rob Cahill
Quatsino First Nation



Quatsino First Nation
Chief Rob Cahill



Schedule: 1 – Clean Energy Project Description

Knob Hill Wind Power Project



Land Tenure:
1413557

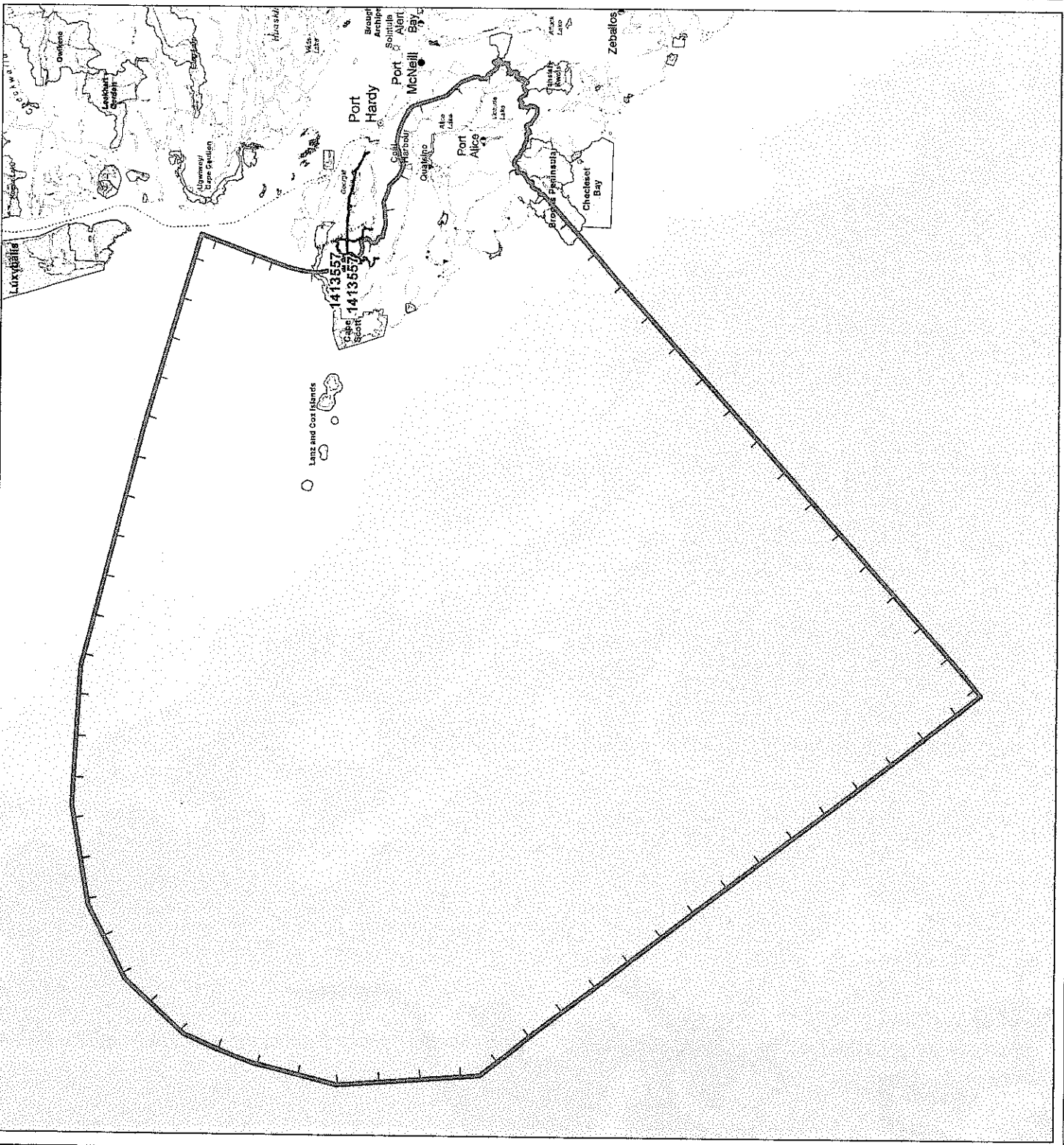
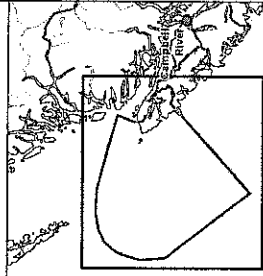
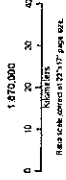
Project Overview:

The Knob Hill wind farm is projected to have 43 to 66 80 metre tall turbines located 35 kilometers west of Port Hardy. The project is anticipated to have a capacity of 100 megawatts that will produce enough electricity to power approximately 30,000 homes. The Knob Hill plateau has a very high average wind speed and excellent exposure to prevailing southerly and westerly winds. The project proponent is Sea Breeze Energy and it is the first wind farm that the proponent is developing.

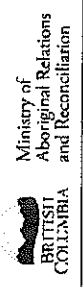
Schedule 2:
Map of Qatmino First Nation's Traditional Territory

Quatsino First Nation Consultative Area Knob Hill - Wind Power Project

-  Quatsino First Nation Consultative Area
-  Windpower Licence



Produced by GeoBC under the Canada - BC
Information Sharing Protocol
Copyright: British Columbia Resource Sector Decision Support Services
Project/Datum: BC Atlas Equal Area Canada/AD 83
Data Stamp: July 28, 2014 10:41



THIS AGREEMENT made 4 day of September, 2015

REVENUE SHARING AGREEMENT

BETWEEN:

HER MAJESTY IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

AND:

QUATSINO FIRST NATION, as represented by Chief and Council,

(the "Quatsino First Nation")

(Collectively the "Parties", individually "Party")

RECITALS:

A. The Quatsino First Nation has Aboriginal interests within its Traditional Territory.

B. The Province supports the development of clean energy and the sharing with first nations of revenue from clean energy projects, and respects the importance of government to government relationships as contemplated in the New Relationship and the principles of the Transformative Change Accord.

C. Part 6 of the *Clean Energy Act* enabled the creation of a fund known as the First Nations Clean Energy Business Fund which allows for the sharing of specified land revenues with first nations.

D. The Quatsino First Nation is a band as defined by the *Indian Act*.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement:

"Agreement" means this Revenue Sharing Agreement, including its Schedules;

"Aboriginal Interests" means

(a) asserted aboriginal rights including Aboriginal title; or

(b) determined aboriginal rights including aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

"Available Revenue" means the Project Revenue multiplied by the percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* (50% as of the effective date of this agreement) and the percentage prescribed for the purposes of section 20(5)(a) of the Act (75% as of the effective date of this agreement), as those percentages are amended from time to time;

"Designated Percentage" means 34.92% percent or such other amount specified by the Province in accordance with section 9.2;

"Fiscal Year" means April 1 of a calendar year to March 31 of the following calendar year;

"Lifetime" in relation to the Local Project, means the period during which the Local Project continues as a power project for the purposes of section 20 of the *Clean Energy Act*;

"Local Project" means the Power Project described in Schedule 1;

"Overpayment" means both an amount paid mistakenly by the Province under this Agreement that is not due under section 3.1, and if the Province refunds Project Revenue under section 16 of the *Financial Administration Act*, means a percentage of the refunded amount equal to the product of multiplying the Designated Percentage, the percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* and the percentage prescribed for the purposes of section 20(5)(a) of the Act;

"Prescribed Land Revenues" means revenue prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act*, which the Province derives from Power Projects, but is subject to any changes to the revenue prescribed for those purposes made during the Term of this Agreement; "Power Project" means a power project as defined by section 20(1) of the *Clean Energy Act*;

"Project Revenue" means Prescribed Land Revenues received by the Province in a Fiscal Year during the Term that are derived from the Local Project;

"Project Tenure" means a tenure for the Local Project, the revenue from which is prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act*;

"Project Works" means works authorized by a Project Tenures for the Local Project, the revenue from which is prescribed for the purposes of section 20(4)(b)

"Sharing First Nation" means a First Nation, other than the Quatsino First Nation, that has asserted Aboriginal interests on the land where the Local Project is located in whole or in part; "Term" means the term as defined by section 8.1;

- “Traditional Territory” means the traditional territory claimed by the Qatstino First Nation located within British Columbia as shown on the map attached at Schedule 2; and
 “Treasury Board” means Treasury Board as defined by the *Financial Administration Act*.
- 2.0 PURPOSE**
- 2.1 The purpose of this Agreement is to share Project Revenue received by the Province with the Qatstino First Nation.
- 3.0 PAYMENT**
- 3.1 The Province will, within the later of 150 days of the end of a Fiscal Year or the execution of this Agreement, pay to the Qatstino First Nation a share of Available Revenue for that year equal to the product of multiplying Available Revenue by the Designated Percentage.
- 3.2 If at any time the Province makes an Overpayment, the Province may deduct the Overpayment from amounts payable under section 3.1.
- 3.3 The Qatstino First Nation will establish and maintain throughout the Term a bank account in the name of the Qatstino First Nation at a Canadian financial institution into which direct deposits may be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement. The Qatstino First Nation will provide such address and account information respecting this account to enable British Columbia to make direct deposits.
- 3.4 If the Local Project is located on land that is not subject to assertions of Aboriginal interests of a First Nation other than the Qatstino First Nation, then 100% of the Available Revenue will be shared with the Qatstino First Nation.
- 3.5 Any payment made by the Province to the Qatstino First Nation under this Agreement:
- (a) does not abrogate any legal consultation and/or accommodation obligations of the Province which may apply and may result in further measures being implemented, where appropriate, in addition to any revenue sharing payments made under this Agreement;
- (b) shall not be interpreted or relied upon as an admission or acknowledgement by the Qatstino First Nation of Provincial jurisdiction over, or ownership of, lands and resources within the Qatstino First Nation's Territory.
- 3.6 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public account of British Columbia, a summary document will be prepared and made available to the Qatstino First Nation, a recipient of the Project Revenue, for that Fiscal Year, as follows:
- a) Project Revenue from tenures granted under

<p>7.1</p> <p>7.0</p> <p>6.1</p> <p>6.0</p> <p>5.1</p> <p>5.0</p> <p>(f)</p> <p>(d)</p> <p>(c)</p> <p>(b)</p> <p>(a)</p> <p>4.1</p> <p>4.0</p> <p>d)</p> <p>c)</p> <p>ii)</p> <p>i)</p>	<p>The Quatsino First Nation will indemnify and save harmless the Province and Provincial Officials, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to by reason of any act or omission of the Quatsino First Nation or by any servant, employee, or agent of the Quatsino First Nation in relation to the performance or non-performance of the Quatsino First Nation's</p> <p>INDEMNITY</p> <p>Agreement or by any actions of the Parties under this Agreement.</p> <p>No partnership, joint venture, agency, fiduciary or employment relationship is created by this</p> <p>RELATIONSHIP</p> <p>The Province represents and warrants to the Quatsino First Nation that it has the legal authority to enter into this Agreement and carry out its obligations in accordance with it.</p> <p>PROVINCIAL REPRESENTATIONS AND WARRANTIES</p> <p>convened meeting of the Quatsino First Nation's Band Council.</p> <p>approved by a majority of the councilors of the Quatsino First Nation present at a duly</p> <p>it is an Indian Band under the <i>Indian Act</i> and entering into this Agreement has been</p> <p>tax, and other professional advisors with respect to this Agreement; and</p> <p>it has obtained or had the opportunity to obtain the advice of their own financial, legal,</p> <p>into this Agreement;</p> <p>the undersigned representative of the Quatsino First Nation is duly authorized to enter</p> <p>accordance with its terms;</p> <p>this Agreement is binding upon, and enforceable against, the Quatsino First Nation in</p> <p>Agreement and to carry out its obligations under this Agreement;</p> <p>it has the legal power, right, capacity and authority to accept, execute and deliver this</p> <p>The Quatsino First Nation represents and warrants to the Province, with the intent and understanding that the Province will rely thereon in entering into this Agreement, that:</p> <p>THE QUATSIINO FIRST NATION'S REPRESENTATIONS AND WARRANTIES</p> <p>any deductions made under section 3.2 or adjustments for amounts owing that were not paid.</p> <p>if there are any changes to the Prescribed Land Revenue, an accounting for those changes to Project Revenue;</p> <p>section 9 of the <i>Ministry of Lands, Parks and Housing Act</i>; and</p> <p>sections 11 or 14 of the <i>Land Act</i>; or</p>
---	--

- obligations under this Agreement or breaches of the Warranties and Representations of the Quatsino First Nation under Article 4. This term will survive the expiry or termination of this Agreement.
- 8.0 TERM AND TERMINATION**
- 8.1 This Agreement takes effect on April 1, 2013, and continues for the Lifetime of the Local Project unless terminated under section 8.2.
- 8.2 The Province may terminate this Agreement:
- (a) immediately by written notice to the Quatsino First Nation, if:
 - (i) any representation or warranty made by the Quatsino First Nation in this Agreement is untrue or incorrect;
 - (ii) the Local Project is no longer located wholly or partially on land that is subject to Aboriginal interests of the Quatsino First Nation; or
 - (b) on six months written notice to the Quatsino First Nation if,
 - (i) an amendment or repeal of the *First Nations Clean Energy Business Fund Regulation* or section 20 of the *Clean Energy Act* comes into force,
 - (ii) the Province provides notice of its intention to terminate within 90 days of coming into force of that amendment or repeal, and
 - (iii) the Province provides the Quatsino First Nation with an opportunity to consult regarding termination prior to providing notice of termination.
- 9.0 AMENDMENTS & CHANGES TO DESIGNATED PERCENTAGE**
- 9.1 Any amendments to this Agreement must be in writing and executed by the Parties.
- 9.2 Subject to section 9.4, if in the sole opinion of the Province, acting reasonably,:
- (a) there is a change in either
 - (i) the areas covered by Project Tenures, including by means of amendment to the tenures, issuance of new Project Tenures, or expiry or termination of Project Tenures,
 - (ii) the location of Project Works; or

- 11.2 If the Parties are unable to resolve differences under section 11.1, the issue will be raised to, for the Province, the Assistant Deputy Minister responsible for the First Nations Clean Energy Business Fund, and for the Qatstino First Nation, Band Council. The Assistant Deputy Minister may authorize a special designate to act in his place. The Assistant Deputy Minister or his designate and Band Council will meet as soon as is practicable to resolve the dispute.
- 11.1 If a dispute arises between the Qatstino First Nation and the Province regarding any aspect of this Agreement, the individuals identified under section 13.3 will meet as soon as is practicable to resolve the dispute.
- 11.0 DISPUTE RESOLUTION**
- (c) Treasury Board not having controlled or limited expenditure, pursuant to the *Financial Administration Act*, under any appropriation referred to in the preceding paragraph.
- (b) the payment being in accordance with an approved Treasury Board spending plan for the First Nations Clean Energy Business Fund special account; and
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, in any fiscal year or part thereof when any payment of money by the Province to the Qatstino First Nation falls due pursuant to this Agreement, to make that payment;
- 10.1 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Qatstino First Nation pursuant to this Agreement is subject to:
- 10.0 APPROPRIATION**
- 9.4 The Designated Percentage together with the percentage of Available Revenue received by other Indian Bands or aboriginal governing bodies with whom the Province has entered into a revenue sharing agreement applicable to the Local Project must equal one hundred percent.
- 9.3 For the purposes of section 9.2, consultation with the Qatstino First Nation shall refer to good faith discussions between the Qatstino First Nation, the Sharing First Nation(s) and the Province, regarding the factors to be considered in setting the Designated Percentage and sharing information related to those factors.
- the Province may, at its sole discretion, after consultation with the Qatstino First Nation and six months written notice to the Qatstino First Nation, change the Designated Percentage.
- (b) a First Nation other than a Sharing First Nation that is receiving a share of revenue from the Local Project, asserts Aboriginal interests on the land on which the Local Project is located in whole or part;

12.0	GENERAL PROVISIONS	
12.1	In this Agreement:	
	(a)	all headings are for convenience only and do not form part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions;
	(b)	words in the singular include the plural and words in the plural include the singular unless the context or a specific definition otherwise requires;
	(c)	the use of the word "including" is to be read as not limiting the generality of the preceding term or phrase;
	(d)	all references to a designated "section", "subsection" or other subdivision or to a Schedule are to the designated section, subsection or subdivision of, or Schedule to, this Agreement;
	(e)	any reference to a corporate entity or an Indian Band includes and is also a reference to any entity that was a predecessor to, or that is a successor to, such entity or band; and
	(f)	any reference made to a statute includes all regulations made under that statute and any amendments or replacements for that statute or regulations made under that statute.
12.2	This Agreement shall be governed by the applicable laws of British Columbia and Canada.	
12.3	This Agreement and any amendments to it, made in accordance with section 9.1, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, unless otherwise agreed in writing by the Parties.	
12.4	There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.	
12.5	If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.	
12.6	No term, condition, covenant or other provision of this Agreement and no breach by one Party of any term or condition of this Agreement may be waived unless such waiver is in writing and signed by the other Party.	
12.7	Time is of the essence.	
12.8	This Agreement will ensure to the benefit of and be binding upon the Parties and their respective permitted assigns.	

- 12.9 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 12.10 *Schedule 1, Clean Energy Project Description, and Schedule 2, Map of the Quatsino First Nation's Traditional Territory* is attached and forms part of this Agreement.
- 12.11 This Agreement may be entered into by each Party signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or other electronic means of transmission.
- 12.12 This Agreement is without prejudice to the Quatsino First Nation's Aboriginal interests. Nothing in this Agreement is intended to create, define, diminish, abrogate or extinguish the Quatsino First Nation's Aboriginal rights, including Aboriginal title.
- 12.13 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 12.14 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding their respective jurisdictions and authorities.
- 12.15 This Agreement does not exclude the Quatsino First Nation from accessing clean energy economic opportunities and benefits, which may be available to the Quatsino First Nation, other than those expressly set out in this Agreement.
- 12.16 The Parties acknowledge and agree that the geographic extent of the Quatsino First Nation's claimed traditional territory and the exercise of its Aboriginal interests thereon is not reduced to, or limited or defined by, the consultative area as shown on the map attached at Schedule B.
- 13.0 NOTICE**
- 13.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement will be in writing. It will be effectively given:
- (a) by personal delivery to the address of the Party set out in section 13.3;
 - (b) by pre-paid registered mail to the address of the Party set out in section 13.3; or
 - (c) by facsimile, to the facsimile number of the Party set out in section 13.3.
- 13.2 Any notice or communication given in accordance with section 13.1 will be deemed to have been given on the date it is actually received, if received by 4:00 pm. If received after 4:00 pm, it will be deemed to have been received on the next business day.
- 13.3 A notice or communication must be delivered, mailed or sent by facsimile to the Quatsino First Nation at the address below:

HER MAJESTY THE QUEEN IN RIGHT OF
 THE PROVINCE OF BRITISH COLUMBIA, as
 represented by the Minister of
 Aboriginal Relations
 and Reconciliation

John Rustad
 Honourable John Rustad, Minister

EXECUTED in the presence of:

Chief
 As to the signature of Honourable John
 Rustad, Minister

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

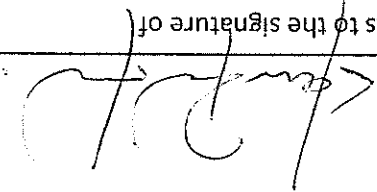
13.4 The address for delivery of notice to either Party may be changed by notice as set out in section 13.3.

The Province
 Attention: Director, Fiscal Arrangements and Climate Change
 Ministry of Aboriginal Relations and Reconciliation
 PO Box 9100
 Stn Prov Govt
 Victoria, BC V8W 9B1
 Fax Number: (250) 356-5312

The Qatziño First Nation
 Attention: Chief Rob Cahill
 Qatziño First Nation
 305 Quattishe Road
 Coal Harbour, BC V0N 1K0
 Fax: (250) 949-6249

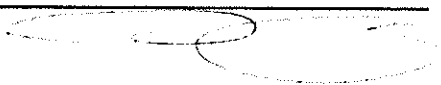
EXECUTED in the presence of:

As to the signature of
 Chief Rob Cahill
 Quatsino First Nation



Quatsino First Nation

Chief Rob Cahill



Schedule: 1 – Clean Energy Project Description

Knob Hill Wind Power Project



Land Tenure:
1413557

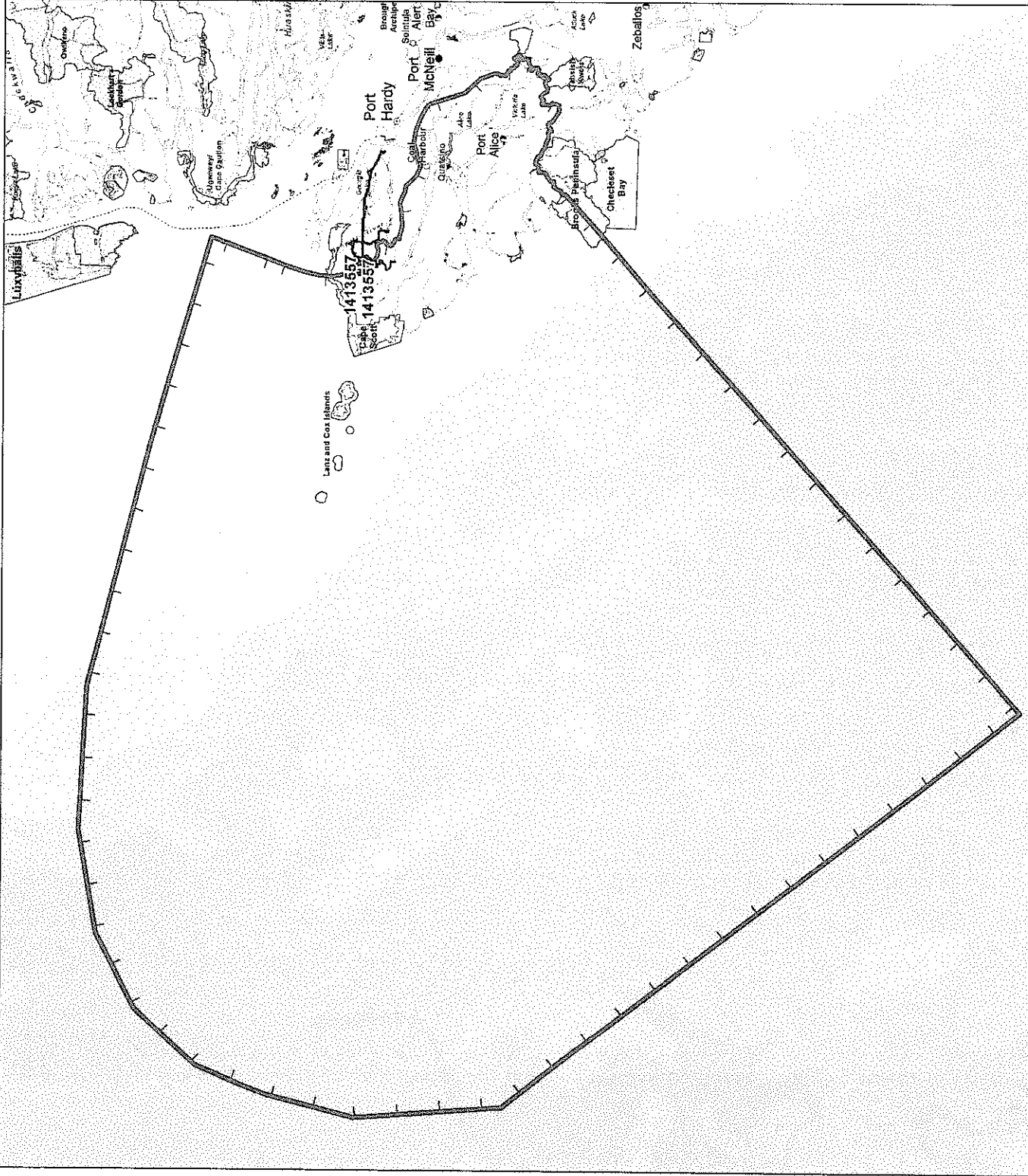
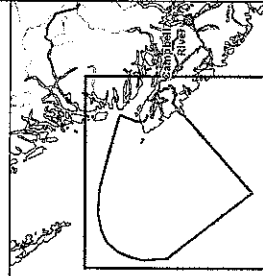
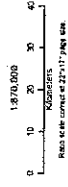
Project Overview:

The Knob Hill wind farm is projected to have 43 to 66 80 metre tall turbines located 35 kilometers west of Port Hardy. The project is anticipated to have a capacity of 100 megawatts that will produce enough electricity to power approximately 30,000 homes. The Knob Hill plateau has a very high average wind speed and excellent exposure to prevailing southerly and westerly winds. The project proponent is Sea Breeze Energy and it is the first wind farm that the proponent is developing.

Schedule 2:
Map of Quatsino First Nation's Traditional Territory

Quatsino First Nation Consultative Area Knob Hill - Wind Power Project

-  Quatsino First Nation Consultative Area
-  Windpower Licence



Produced by: GeoBC under the Canada - BC
Information Sharing Protocol
GeoBC / Natural Resources Sector Decision Support System
Project Number: BC Alberta Equal Area Census/NAO 83
Date stamp: July 28, 2014 10:41

