

**SITE C PROJECT
TRIPARTITE LAND AGREEMENT**

This Agreement is dated March 22, 2017

BETWEEN:

HALFWAY RIVER FIRST NATION, a “band” within the meaning of the *Indian Act*, R.S.C. 1985, c. 1-5 for and on behalf of itself and all of its Members, as represented by its Chief and Council

(“**HRFN**”)

AND:

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

(“**British Columbia**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation continued under the authority of the *Hydro and Power Authority Act*, R.S.B.C. 1996, c. 212, as amended

(“**BC Hydro**”)

WHEREAS:

- A. BC Hydro is undertaking the Site C Project as part of an overall regeneration program to invest in and renew British Columbia’s electricity system and as a source of clean and renewable energy;
- B. The Site C Project is located in territory covered by Treaty 8 over which HRFN has Section 35 Rights;
- C. BC Hydro has been issued the Environmental Assessment Certificate and Federal Decision Statement authorizing the Site C Project, with conditions, and BC Hydro is legally obligated to and will comply with their conditions;
- D. Concurrent with this Agreement, BC Hydro and HRFN have entered into an Impact and Benefits Agreement and a Contracting Agreement relating to the Site C Project and its Operation;

- E. This Agreement provides for the transfer of certain Lands and the protection of other lands identified in this Agreement which are intended to assist with HRFN's economic and social development and to ensure that there are opportunities for HRFN to exercise its Section 35 Rights.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. In this Agreement:

"Adequate Survey" means a survey that meets the requirements for Land Title Office registration as defined under the *Land Title Act*, R.S.B.C. 1996, c. 250;

"Agency" means any permitting, regulatory or government decision-making body from whom an Authorization is required or to whom an application for an Authorization is made, or that is making a decision or developing a plan in respect of the Site C Project;

"Agreement" means this Tripartite Land Agreement, including the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement;

"Authorization" means any approval, permit, licence, tenure or other authorization applied for, issued or required to enable the development and construction of the Site C Project and its Operation, including:

- (a) the EAC and the FDS;
- (b) any approval by Fisheries and Oceans Canada, Transport Canada, Natural Resources Canada or any other federal department;
- (c) any approval by Ministry of Forests, Lands and Natural Resource Operations, Comptroller of Water Rights, Ministry of Energy and Mines, or any other provincial department;
- (d) any decision required to enable the Site C Project and its Operation by any other Public Official acting in its, his or her official capacity for or on behalf of the identified organization; and
- (e) any amendments to the foregoing which may be required from time to time, except any Material Change;

"Band Council Resolution" means a resolution of the HRFN band council, duly passed in accordance with the *Indian Act*, R.S.C. 1985, c. I-5, substantially in the form set out in Schedule A "1";

“Chowade Area” means the area identified as the “Chowade Watershed” on Schedule C “1”;

“Closing Date” means the date or dates on which the documents for the transfer of the Lands to a Designated Entity are uploaded to the electronic meet and are filed in the Land Title Office;

“Confirmation Letter” means the letter to be provided by HRFN to British Columbia in the form set out in the Impact and Benefits Agreement;

“Contracting Agreement” means the Contracting Agreement entered into concurrently with this Agreement between BC Hydro and HRFN, as such agreement may be amended from time to time;

“Crown Corridor” means a highway, as defined in the *Transportation Act*, S.B.C. 2004, c. 44 and the area of any other licence, easement, right-of-way or road over Crown land that is used for transportation or public utility purposes and that, where the Lands are not surveyed or have to be re-surveyed, is identified in Schedule B “1”;

“Crown Grant” means a Crown grant as defined in the *Land Act*, R.S.B.C. 1996, c. 245;

“Designated Entity” means a legal entity which HRFN has designated to take fee simple title to any of the Lands;

“Effective Date” means the date on which the last of this Agreement, the Impact and Benefits Agreement and the Contracting Agreement is fully executed by all of the Parties;

“Environment Assessment Certificate” or **“EAC”** means the provincial Environmental Assessment Certificate #E14-02 authorizing the Site C Project, issued to BC Hydro on October 14, 2014 pursuant to the *British Columbia Environmental Assessment Act*, S.B.C. 2002, c. 43;

“Federal Decision Statement” or **“FDS”** means the federal Decision Statement authorizing the Site C Project, issued to BC Hydro on October 14, 2014 (and re-issued on November 25, 2014) pursuant to the *Canadian Environmental Assessment Act*, S.C. 2012, c. 19, s. 52;

“Force Majeure Event” means any act of God (including lightning, earthquakes, storms, landslides, floods, fires and epidemics), strikes, lockouts or other industrial disturbances, explosions, wars, blockades, insurrections, riots, the order of any court or governmental authority, breakages of or accidental damage to machinery or equipment, or any other event or cause not within the control of the Party and which, by the exercise of due diligence, such Party would be unable to overcome; provided that lack of funds and economic hardship shall not constitute a Force Majeure Event;

"GST" means the goods and services tax imposed under the *Excise Tax Act*, R.S.C. 1985, c. E-15 (Canada) or equivalent tax imposed under federal or provincial law;

"Impact and Benefits Agreement" or **"IBA"** means the Impact and Benefits Agreement entered into concurrently with this Agreement between BC Hydro and HRFN, as such agreement may be amended from time to time;

"In Service Date" means the date, of which notice is provided by BC Hydro to British Columbia and HRFN pursuant to the IBA, on which the first of the six generating units that form part of the Site C Project is, in the determination of BC Hydro, capable of continuously generating electricity in a manner that meets BC Hydro's system interconnection requirements, as those requirements are described in the BC Hydro document entitled "60kV to 500 kV Technical Interconnection Requirements for Power Generators" and as that document may be updated, amended or replaced from time to time;

"Land Management Measures" means the measures identified and implemented under 14.5 to protect the SCHEDULE C "1" Lands;

"Lands" means the provincial Crown lands identified for illustrative purposes in Schedule B "1" and described in Schedule B "2";

"Material Change" means any material change to the Site C Project that:

- (a) cannot reasonably be considered to constitute part of the Site C Project and its Operation within the intended operating parameters as set out in the EAC or FDS; and
- (b) causes new and substantial adverse effects on HRFN Section 35 Rights which have not been avoided, mitigated or otherwise accommodated;

"Member" means an individual who is, or is entitled to be, listed on a HRFN band list pursuant to section 8, or if applicable a member of HRFN as determined pursuant to section 10, of the *Indian Act*, R.S.C. 1985, c. I-5, and includes the heirs or legal representatives or successors of each such individual, and all those Aboriginal persons who are eligible or entitled to exercise HRFN Section 35 Rights;

"Operation" means the ongoing use, operation and maintenance, repair, replacement, upgrade, removal, abandonment or required remediation, of all or any part of the constructed Site C Project, or of any other Works that are required or undertaken to make the Site C Project functional for its intended use and purpose, or any other activity required in connection with any of the foregoing, from the In Service Date to the completion of decommissioning of the Site C Project as determined by BC Hydro in its discretion and of which notice is provided by BC Hydro to HRFN pursuant to the IBA;

“Parties” means British Columbia, BC Hydro and HRFN, or their permitted successors or assigns, and **“Party”** means any one of them;

“Permitted Encumbrances” means the reservations, exceptions, liens, charges, and interests described in Part 1 and 2 of Schedule B “3” for each of the Lands or any other Permitted Encumbrances agreed to by the Parties and registered as a charge on title;

“Proceeding” means any claim, demand, cause of action or action made before a court or any proceeding before a court, including a judicial review or appeal of an Agency or a court decision, or any hearing before an Agency or other board, commission, tribunal, arbitrator or other judicial, quasi-judicial or administrative decision-maker;

“Proximate Land” means the land within CP 212 or other lands identified for illustrative purposes in Schedule B “1” and described in SCHEDULE B “2” as Proximate Land;

“PST” means the sales tax imposed under the *Provincial Sales Tax Act* or equivalent tax imposed under federal or provincial law;

“Public Official” means:

- (a) the British Columbia Cabinet or Treasury Board, or the board of directors of BC Hydro;
- (b) any minister, official, employee, contractor, agent or representative of British Columbia or Canada, including any statutory decision-maker; or
- (c) any director, officer, employee, contractor, agent or representative of a government corporation, including BC Hydro;

“Schedule C Lands” means the area identified for illustrative purposes in Schedule C “2” which may be subject to a land management measure and which, for greater certainty, will not be transferred to HRFN;

“Section 35 Rights” or **“HRFN Section 35 Rights”** means the Aboriginal and treaty rights of HRFN, including as an adherent to Treaty 8, recognized and affirmed by section 35(1) of the *Constitution Act*, 1982;

“Site C Project” means the proposed third dam and hydroelectric generating station on the Peace River and associated structures on or adjacent to the Peace River in northeastern British Columbia, as more fully described in Schedule D “1” and Schedule D “2”, but does not include a Material Change;

“Site C Project and its Operation” means Site C Project and its Operation, the Site C Project or its Operation, or both;

“Treaty 8” means Treaty No. 8, a treaty concluded on several dates in 1899 and in subsequent years between Her Majesty the Queen by her Commissioners for Canada and the Cree, Beaver, Chipewyan and other First Nations, inhabitants of the territory described in the Treaty 8 document, and each other signatory or adherent to Treaty 8, including HRFN as a successor to the Hudson’s Hope Band; and

“Works” includes licences, easements, rights-of-way, roads, telecommunication services, components, equipment, infrastructure and facilities, including transmission lines, related to the generation, transmission or distribution of electricity.

1.2 Schedules. The following are the Schedules to this Agreement:

HRFN Administrative Schedules

- Schedule A “1” – Form of Band Council Resolution

Land Transfer Schedules

- Schedule B “1” – Map(s) of Lands
- Schedule B “2” – Description of Lands
- Schedule B “3” – Permitted Encumbrances
- Schedule B “4” – Form of Permitted Encumbrances
- Schedule B “5” – Form C Additions to Reserve Restrictive Covenant
- Schedule B “6” – Designated Entity Agreement
- Schedule B “7” – GST Certificate
- Schedule B “8” – Consent of HRFN in relation to Property Transfer Tax Matters

Land Management Schedules

- Schedule C “1” – Map of Chowade Area
- Schedule C “2” – Map of Land Act No Disposition Area and Mineral Tenure Act No Registration Reserve Area

Site C Project Schedules

- Schedule D “1” – Map of Site C Project Area
- Schedule D “2” – Site C Project Description

1.3 Schedules B “1” and B “2”. For greater certainty, Schedule B “1” and Schedule B “2” will identify those Lands which may be added to HRFN IR No. 168 or designated as a new HRFN reserve under 13.1 and those Lands whose addition to reserve including HRFN IR No. 168 will be reviewed by British Columbia on a case-by-case basis under 13.2.

1.4 Amendment of Schedules. The Parties acknowledge that the Schedules will need to be updated by agreement of the Parties after the Effective Date.

ARTICLE 2 – PURPOSE

2.1 Purpose. The purpose of this Agreement is to:

- (a) identify and transfer fee simple interest in certain parcels of provincial Crown land identified as Lands from British Columbia to HRFN;
- (b) provide a process for the issuance of a First Nations Woodland Licence to HRFN covering a portion of the Chowade Area;
- (c) implement those Land Management Measures identified in this Agreement;
- (d) in conjunction with the Contracting and Impact and Benefits Agreements, confirm that HRFN has been adequately consulted and accommodated with respect to any potential adverse impact of the Site C Project and its Operation on and any infringement of HRFN's Section 35 Rights; and
- (e) in conjunction with the Contracting and Impact and Benefits Agreements, provide British Columbia and BC Hydro with legal certainty with respect to the Site C Project and its Operation.

2.2 Impact and Benefits Agreement. The Parties agree that BC Hydro and HRFN will enter into and execute the Impact and Benefits Agreement concurrent with the execution of this Agreement, in order to:

- (a) ensure that BC Hydro provides benefits to HRFN in relation to the Site C Project; and
- (b) establish and foster a long term, collaborative and positive working relationship between BC Hydro and HRFN with respect to the Site C Project and its Operation.

2.3 Contracting Agreement. The Parties agree that BC Hydro and HRFN will enter into and execute the Contracting Agreement concurrent with the execution of this Agreement, in order to:

- (a) provide employment, training and contracts to and with HRFN and its Members;
- (b) provide HRFN Businesses (as defined therein) with work related to the construction of the Site C Project; and
- (c) define the mechanisms by which BC Hydro and HRFN Businesses (as defined therein) will work together to provide economic opportunities related to the construction of the Site C Project.

- 2.4 Separate Agreements.** This Agreement is a separate agreement from the Impact and Benefits Agreement and Contracting Agreement and is governed by its terms.

ARTICLE 3 - TERM AND TERMINATION

- 3.1 Coming into Effect.** This Agreement commences on the Effective Date and continues for the life of the Site C Project and its Operation, unless terminated under 3.2.
- 3.2 Delay, Suspension or Abandonment.** If BC Hydro determines, at any time and in its sole discretion, to delay, suspend or abandon the Site C Project or its Operation, British Columbia may, in its sole discretion, on 60 prior days' notice to HRFN and BC Hydro:
- (a) delay or suspend the transfer of the Lands and the implementation of the Land Management Measures where BC Hydro has delayed, suspended or abandoned the Site C Project; or
 - (b) terminate this Agreement where BC Hydro has abandoned the Site C Project and terminated the Impact and Benefits Agreement.
- 3.3 Relief from Obligations.** British Columbia will: for the purposes of 3.2(a), be relieved from transferring the Lands and implementing the Land Management Measures for the duration of such delay or suspension, provided that, where there is a reasonable likelihood that BC Hydro will recommence the Site C Project or its Operation, British Columbia will implement:
- (i) any interim protection of the Lands under 6.5; and
 - (ii) any Land Management Measures under 14.5 which have been approved by British Columbia;
- (b) for the purposes of 3.2(b), have no further obligations to HRFN under this Agreement except such obligations which this Agreement expressly provides will survive termination.
- 3.4 Resumption of Obligations.** If BC Hydro determines, at any time and in its sole discretion, to recommence the Site C Project or its Operation following a delay or suspension under 3.2(a), BC Hydro will promptly deliver notice of commencement to HRFN and British Columbia and British Columbia's obligations, including the transfer of any Lands and the implementation of Land Management Measures which have not been completed, will resume upon receipt of BC Hydro's notice that it has recommenced the Site C Project or its Operation.

- 3.5 Retention of Transferred Lands.** HRFN may retain any Lands transferred to it by British Columbia before the termination of this Agreement under 3.2(b).
- 3.6 Effect of Abandonment.** Any Lands transferred by British Columbia to HRFN or any Land Management Measures implemented by British Columbia before the abandonment of the Site C Project and its Operation will be deemed to constitute adequate consultation and accommodation with respect to any potential adverse impact on, or any infringement of, HRFN's Section 35 Rights resulting from the activities carried out before the abandonment of the Site C Project or its Operation.
- 3.7 Survival of Lands Conditions.** Notwithstanding 3.2, where any of the Lands are transferred under this Agreement, Article 9, Article 12, and Article 13 will survive the completion of the transfers or the termination of this Agreement and, for greater certainty, will continue to apply to the Lands.

ARTICLE 4- REPRESENTATIONS AND WARRANTIES

- 4.1 HRFN Representations.** HRFN represents and warrants to British Columbia and BC Hydro, with the intent and understanding that they will be relied on by British Columbia and BC Hydro in entering into this Agreement, that:
- (a) it is the proper representative and exclusive holder of HRFN's Section 35 Rights for the purposes of this Agreement, including consultation and accommodation with respect to the Site C Project and its Operation;
 - (b) it has the legal power, capacity and authority to enter into this Agreement for and on behalf of HRFN and its Members, including in relation to HRFN Section 35 Rights, and to carry out its obligations under this Agreement;
 - (c) it has taken all necessary actions and obtained all necessary approvals to enter into and authorize the execution of this Agreement, including the passing of the Band Council Resolution and the authorization of the individual signing this Agreement on behalf of HRFN;
 - (d) any company or society designated by HRFN for the purposes of this Agreement as a Designated Entity will have 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; and
 - (e) this Agreement is a valid and legally binding obligation of HRFN and its Members.
- 4.2 British Columbia Representations.** British Columbia represents and warrants to HRFN and BC Hydro, with the intent and understanding that they will be relied on by HRFN and BC Hydro in entering into this Agreement, that:

- (a) it has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) all necessary actions have been taken to authorize the execution of this Agreement, including the authorization of the individual signing this Agreement; and
- (c) on satisfaction or waiver of the conditions precedent under 5.2 and, as applicable 5.3 and 5.4, it will have the legal power, capacity and authority to transfer the fee simple title to the Lands to a Designated Entity and to implement the Land Management Measures.

4.3 BC Hydro Representations. BC Hydro represents and warrants to HRFN and British Columbia, with the intent and understanding that they will be relied on by HRFN and British Columbia in entering into this Agreement, that:

- (a) it has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
- (b) all necessary actions have been taken to authorize the execution of this Agreement, including the authorization of the individual signing this Agreement.

4.4 Survival of Representations. The representations and warranties of each of the Parties under 4.1 to 4.3 will survive the execution and completion of any transactions under this Agreement and will continue in full force and effect for the benefit of the other Parties.

ARTICLE 5 – CONDITIONS PRECEDENT

5.1 Required Documents. HRFN will:

- (a) prior to the execution of this Agreement, deliver to British Columbia and BC Hydro a fully executed and duly passed Band Council Resolution expressly confirming the approval of this Agreement in accordance and in compliance with HRFN processes in the form set out in Schedule A “1”;
- (b) on execution of this Agreement, deliver to British Columbia a Confirmation Letter; and
- (c) after execution of this Agreement, deliver a Confirmation Letter to all such other Agencies as British Columbia may request from time to time in connection with any Authorizations.

5.2 Conditions Precedent (General). British Columbia’s obligation to transfer the Lands and implement the Land Management Measures is subject to:

- (a) HRFN having delivered the documents under 5.1;

- (b) HRFN having executed the Impact and Benefits Agreement relating to the Site C Project and its Operation;
- (c) HRFN having executed the Contracting Agreement relating to the Site C Project and its Operation;
- (d) the representations and warranties of HRFN under this Agreement being and continuing to be true and correct;
- (e) HRFN having complied with all applicable terms and conditions under this Agreement, including taking reasonable, culturally appropriate measures to resolve any conflicts with First Nations which have or assert rights under s. 35(1) of the *Constitution Act, 1982* in the territory in which the Lands and the Schedule C Lands are located;
- (f) British Columbia having, with respect to each parcel of Lands to be transferred or Land Management Measure to be implemented:
 - (i) completed, where applicable, consultations with First Nations, third parties who are entitled to the benefit of the Permitted Encumbrances, and local governments or governmental authorities and other stakeholders in order to determine the nature of their interest in the Lands and the impact, if any, of the transfer of Lands on such interests;
 - (ii) determined, where applicable, that any overlapping claims by or conflicts with other First Nations which have or assert rights under s. 35(1) of the *Constitution Act, 1982* in the territory in which the Lands and Schedule C Lands are located have been resolved or otherwise addressed to the satisfaction of British Columbia;
 - (iii) resolved any financial liability British Columbia may have, including third party claims for compensation; and
 - (iv) obtained all required approvals, including Cabinet and Treasury Board approval;
- (g) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138, to enable British Columbia in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure; and
- (h) the Site C Project not being subject to delay, suspension or abandonment.

5.3 Conditions Precedent to Land Transfers. In addition to and without limiting the conditions precedent under 5.2, British Columbia's obligation to transfer the Lands to HRFN is subject to:

- (a) Adequate Surveys for the Lands having been completed on or before the applicable Closing Date;
- (b) if the Lands are transferred in phases, all obligations of HRFN and the Designated Entity having been fully performed in accordance with this Agreement with respect to all previously transferred Lands; and
- (c) British Columbia having given notice that the minister responsible has authorized the disposition of the Lands in accordance with provincial law.

5.4 Conditions Precedent to Land Management Measures. In addition to and without limiting the conditions precedent under 5.2, British Columbia's obligation to implement the Land Management Measures is subject to:

- (a) its obtaining approval to designate the Schedule C Lands under a Land Management Measure.

5.5 Waiver of Conditions Precedent. The conditions precedent under 5.2 to 5.4 are for the sole benefit of British Columbia and may be waived by British Columbia on notice to BC Hydro and HRFN.

5.6 Conditions Precedent Specific to Lands. For greater certainty, in the event that the conditions precedent set out in 5.1 to 5.3 are met on some, but not all, of the Lands and British Columbia has not waived the conditions precedent in accordance with 5.5, British Columbia will remain obligated to transfer the parcel or parcels of the Lands where the conditions precedent have been met.

ARTICLE 6 – LAND SELECTION

6.1 Land Selection. Within one year after the Effective Date, or such other time as the Parties may agree, HRFN will identify provincial Crown lands for inclusion as the Lands, such lands to comprise 4,500 acres (1,821 hectares), more or less, and to be located within HRFN's traditional territory.

6.2 Alternative Lands. In the event that the lands identified by HRFN under 6.1 are not eligible for inclusion as the Lands based on the factors under 6.3, HRFN will identify such other lands within its traditional territory as may be required for inclusion as the Lands having regard for the factors under 6.3.

6.3 Research of Land Selection. Within one year after HRFN's identification of land under 6.1 or 6.2, or such other time as the Parties may agree, British Columbia will complete the research of those lands including:

- (a) confirmation of the Crown's ownership of the lands;
- (b) the location, documented condition and contiguity of the lands and their environmental condition;

- (c) any documented interests in the lands or any encumbrances or tenures on the lands, including fee simple interests, road and utility rights-of-way, access to adjacent or proximate lands, and any surface or subsurface tenures of the lands;
- (d) the estimated, or where available the appraised or assessed, value of the lands;
- (e) any potential third party claims for compensation; and
- (f) any overlapping claims by other First Nations.

6.4 Finalization of Land Selection. British Columbia will provide HRFN with the results of the research under 6.3 and where some of the lands are not eligible for inclusion as the Lands based on the factors under 6.3, or where HRFN has advised British Columbia that HRFN no longer wishes to include those lands based on the results provided by British Columbia, those lands will, subject to 6.3, be replaced with alternative lands. Without limiting the generality of the foregoing:

- (a) British Columbia acknowledges HRFN's interest in ensuring that the lands are as free as possible of any interests, encumbrances or tenures;
- (b) HRFN acknowledges the potential cost to British Columbia in removing any interests, tenures or encumbrances on the lands; and
- (c) British Columbia and HRFN may, as part of the process of finalizing the Lands under 6.4, identify and confirm which interests, tenures or encumbrances will be removed or altered prior to the Closing Date, and which will remain as Permitted Encumbrances (whether in their existing form or as so altered) that will be included as part of the transfer under 8.3.

6.5 Interim Protection of Lands. British Columbia will seek approval to withdraw the Lands finalized under 6.4 from disposition under s. 16 or s. 17 of the *Land Act*, R.S.B.C. 1996, c. 245 and a No Registration Reserve under Section 22 of the *Mineral Tenure Act* on an interim basis. The interim withdrawal will remain in place until the earlier of:

- (a) termination of this Agreement; or
- (b) transfer of the Lands to HRFN under 8.3.

6.6 Completion of Land Schedules. On finalization of the selection of the Lands under 6.4, Schedule B "1", Schedule B "2", Schedule B "3" and Schedule B "4" will be updated and will form part of this Agreement.

6.7 Best Efforts to Transfer Lands. The Parties acknowledge and agree that British Columbia will use its best efforts to identify and transfer to HRFN lands

identified under 6.1 or 6.2, in the quantum specified in 6.1 having regard for the factors under 6.3.

ARTICLE 7 – SURVEY OF LANDS

- 7.1 Surveys.** BC Hydro will ensure that there is an Adequate Survey of the exterior boundaries of the Lands, including any surveys required by statute for the registration of any third party Permitted Encumbrance. For greater certainty, any internal boundary surveys will be the sole responsibility of HRFN, including those required for any subdivision of the Lands.
- 7.2 Survey Protocol.** For the purposes of 7.1, the Parties will develop and agree on a protocol for the priority and timing of Adequate Surveys for the Lands, including proposed Closing Dates, having regard for:
- (a) HRFN's priorities;
 - (b) efficiency and economy, including the availability of British Columbia land surveyors;
 - (c) the necessity to clarify the boundaries due to imminent public or private development on adjacent lands; and
 - (d) the requirements under provincial law, including legislated timelines.
- 7.3 Lands Programs Branch.** The development of a survey protocol under 7.2 will include the ministries responsible for the transfer of provincial Crown land.

ARTICLE 8 – TRANSFER OF LANDS

- 8.1 Registration of Lands.** Unless otherwise agreed by the Parties and notwithstanding the conditions to transfer of particular parcels of Lands under 5.2(f), British Columbia will transfer 4,500 acres of provincial Crown lands identified as Lands under this Agreement to HRFN's Designated Company within three (3) years after the Lands have been finalized under 6.4. All Lands transferred to HRFN's Designated Company will be registered in the Land Title Office.
- 8.2 Pre-Closing Deliveries by HRFN.** Not less than 60 days before the Closing Date determined by the Parties under 8.4, HRFN will deliver to British Columbia a direction identifying the Designated Entity that will take fee simple title to the Lands under 8.3.
- 8.3 Closing Deliveries by British Columbia.** Subject to the Permitted Encumbrances and the terms of this Agreement, including the satisfaction or waiver of the conditions precedent under 5.2 and 5.3, British Columbia will, with respect to each transfer, provide the Designated Entity identified under 8.2 with a Crown Grant transferring the indefeasible title to the Lands on the Closing Date.

8.4 Determination of Closing Date. The Parties will determine the Closing Date for the transfer of indefeasible title to the Lands. The Closing Date will be in accordance with the survey protocol developed and agreed to by the Parties under 7.2.

8.5 Closing Deliveries by HRFN. Not less than 14 days before the Closing Date, HRFN will execute and deliver, or cause to be executed and delivered, or deliver, as the case may be, to British Columbia:

- (a) a restrictive covenant granted by the Designated Entity in the form attached as Schedule B “5” in relation to those Lands which are not identified under 13.1 and identified and described in Schedule B “1” and Schedule B “2”, respectively, as Proximate Lands;
- (b) an agreement executed by the Designated Entity in the form attached as Schedule B “6” in relation to the applicable Lands;
- (c) a certificate signed by an officer of the Designated Entity in the form attached as Schedule B “7” confirming the Designated Entity’s GST registration number and registered status;
- (d) a letter of undertaking signed by HRFN’s legal counsel undertaking, among other things, that the restrictive covenant (Schedule B “5”) will be filed concurrently with the Crown Grant for the applicable Lands and that British Columbia will be provided with a signed copy of the Designated Entity agreement (Schedule B “6”) and the GST certificate (Schedule B “7”);
- (e) a consent signed by HRFN in relation to the property transfer tax in the form attached as Schedule B “8”; and
- (f) all such other documents that may be necessary or advisable for HRFN or a Designated Entity to provide to complete the transactions contemplated under this Agreement.

8.6 Closing Procedure. The legal counsel for HRFN and British Columbia 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 to legal counsel for the other Parties;
- (b) use the Land Title and Survey Authority electronic filing system; and
- (c) provide all documents filed under 8.5 to legal counsel to the other Parties.

ARTICLE 9 – CONDITION OF LANDS

9.1 Lands “As Is”. HRFN acknowledges and agrees that any of the Lands acquired by a Designated Entity under this Agreement are acquired “as is”.

9.2 Viability of Lands. HRFN acknowledges and agrees that British Columbia and BC Hydro have not given any representation or warranty concerning:

- (a) physical access to the Lands including, without limitation, overland access;
- (b) the economic feasibility of the development of the Lands;
- (c) the fitness of the Lands for any particular use, including the intended use of the Lands by HRFN or by a Designated Entity; or
- (d) the provisions of any enactments or bylaws of any governmental body which relate to the development, use and occupation of the Lands.

9.3 Environmental Condition. HRFN:

- (a) waives the requirement, if any, of British Columbia or BC Hydro to provide a site profile as defined in the *Environmental Management Act*, S.B.C. 2003, c. 53 for any of the Lands; and
- (b) acknowledges and agrees that British Columbia and BC Hydro have not given any representation or warranty concerning the environmental condition of the Lands (including surface water and groundwater), including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Lands or on or under any surrounding or neighbouring land, or the current or past uses of the Land or any surrounding or neighbouring land.

9.4 Environmental Remediation. HRFN will from and after the Closing Date:

- (a) assume all environmental liabilities relating to the Lands including all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Lands or migrating from the Lands (including surface water and groundwater);
- (b) release British Columbia, BC Hydro and all Public Officials from and against any and all claims, demands, causes of action, actions, expenses, costs, including legal fees, losses, damages, or any other liability with respect to all environmental liabilities relating to the Lands, including any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Lands; and
- (c) indemnify and save harmless British Columbia, BC Hydro and all Public Officials from and against any and all claims, demands, causes of action,

actions, expenses, costs, including legal fees, losses, damages, or any other liability that they may suffer or incur, directly or indirectly, after the Closing Date arising out of or in connection with all environmental liabilities relating to the Lands, including any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Lands.

9.5 Disclosure. As part of the research process under 6.3, British Columbia will provide HRFN with the following information relating to each parcel of land identified by HRFN under 6.1:

- (a) any information contained in the Contaminated Sites Registry; and
- (b) any information relating to historical tenures contained in the Historic Mines Atlas.

9.6 Accuracy. HRFN acknowledges and agrees that British Columbia and BC Hydro have not given any representation or warranty concerning the accuracy, relevance, reliability or completeness of information under 9.5 and that British Columbia and BC Hydro will have no liability for any errors, omissions or inaccuracies with respect to such information.

9.7 Effect of 9.4. For greater certainty:

- (a) 9.4 applies where:
 - (i) any contamination relating to the Lands, 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 Lands are incurred after the Closing Date and relate to contamination that arose before the Closing Date or arose before and continues after the Closing Date.
- (b) 9.4 does not apply in respect of any environmental liability relating to the Lands that results from the acts or omissions of British Columbia or BC Hydro after the Closing Date.

ARTICLE 10 – ENCUMBRANCES

10.1 Permitted Encumbrances. HRFN acknowledges and agrees, upon receipt of the updated Schedules under 6.6 and as of the Closing Date, that it is familiar with the existence and terms of the Permitted Encumbrances and accepts fee simple title to the Lands subject to the Permitted Encumbrances and that 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 British Columbia or BC Hydro by anyone claiming by, through or under a Permitted Encumbrance.

- 10.2 Form of Permitted Encumbrances.** The Permitted Encumbrances will be in the form to be attached as Schedule B “4” upon completion of the research under 6.3 and finalization of land selection pursuant to 6.4, and will include any modifications that British Columbia or HRFN and the holder of the Permitted Encumbrance may have agreed to in writing.
- 10.3 Amendments to Permitted Encumbrances.** The Parties acknowledge and agree that between the Effective Date and the Closing Date, British Columbia may require that the Permitted Encumbrances be amended to:
- (a) comply with current provincial legal requirements; and
 - (b) correct any errors or omissions to the form of Permitted Encumbrances attached as Schedule B “4”.
- 10.4 Amendments Form Part of Agreement.** Where any amendments are made under 10.3, Schedule B “3” (Permitted Encumbrances) will be revised and will, as revised, form part of this Agreement.
- 10.5 Registration of Unregistered Interests.** HRFN will consent, or will cause the Designated Entity to consent, to the registration of any interests identified in Schedule B “3” Part 2 which are not registered against the applicable Lands in the Land Title Office on or after the Closing Date.
- 10.6 Indemnity for Charges.** HRFN will indemnify and save harmless British Columbia, BC Hydro and all Public Officials from and against all claims, demands, causes of action, actions, expenses, costs, including legal fees, losses, damages or any other liability that they may suffer or incur, directly or indirectly, in connection with or as a result of any Proceeding arising out of HRFN’s or a Designated Entity’s acts or omissions in connection with any Permitted Encumbrance where the Proceeding is settled or is successful.

ARTICLE 11 – TRANSACTION COSTS

- 11.1 Crown Grant.** British Columbia is responsible for preparing the Crown Grants relating to the Lands.
- 11.2 Registration, Tax and Other Costs.** BC Hydro is responsible for the following costs in connection with the transfer of the Lands:
- (a) any costs associated with any appraisals necessary for the valuation of the Lands;
 - (b) the cost associated with ensuring the Lands have an Adequate Survey;

- (c) any costs or fees associated with the preparation and issuance of Crown Grants and any other documents required to register the Lands and Permitted Encumbrances;
- (d) any fees charged by the Land Title Office or the Land Title and Survey Authority relating to the registration of the Lands and Permitted Encumbrances; and
- (e) the determination and payment of property transfer tax payable under the *Property Transfer Tax Act*, R.S.B.C. 1996, c. 378.

11.3 GST, PST and Other Charges. BC Hydro is responsible for any federal or provincial sales tax, including GST and PST.

11.4 Annual Taxes and Other Costs. The Designated Entity is responsible for any and all annual taxes payable in respect of the Lands in accordance with provincial law. For greater certainty, on and after the applicable Closing Date, British Columbia and BC Hydro are not required to assume any financial or other obligations with respect to the Lands.

11.5 Effect of Delay, Suspension or Abandonment. British Columbia will not be liable for or otherwise obligated to reimburse BC Hydro for any costs incurred by BC Hydro under 11.2 or 11.3, including any survey costs, in the event the Site C Project and its Operation is delayed, suspended or abandoned under 3.2.

ARTICLE 12 – STATUS OF LANDS

12.1 Status and Use of Lands. Subject to Lands that are added to reserves in accordance with Article 13, the Lands transferred to HRFN or a Designated Entity under this Agreement:

- (a) will not be “lands reserved for the Indians” within the meaning of section 91(24) of the *Constitution Act*, 1867 or a reserve within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5; and
- (b) will be subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws, and at no time will HRFN or a Designated Entity challenge the applicability of provincial laws to the Lands.

ARTICLE 13 – ADDITIONS TO RESERVE

13.1 Additions of Proximate Lands to Reserve. Subject to 13.5, British Columbia will not object to a request by HRFN to the Federal Crown for the transfer and designation of the land identified and described as “proximate land” in Schedule B “1” and Schedule B “2”, respectively, as HRFN reserve land in accordance with the Federal Crown’s addition to reserve requirements.

13.2 Additions of Other Lands to Reserve. HRFN may, on notice to British Columbia, request that British Columbia not object to a request by HRFN to the Federal Crown for the transfer and designation of other land not identified under 13.1 as reserve land in accordance with the Federal Crown's addition to reserve requirements provided that nothing in this Agreement requires British Columbia to support the request. If British Columbia objects to HRFN's request, British Columbia will provide written reasons to HRFN and will work collaboratively with HRFN to attempt to address British Columbia's concerns with HRFN's request.

13.3 Non-objection to Other Additions. For the purposes of 13.2:

- (a) British Columbia will notify HRFN and the Federal Crown in writing if it does not object to HRFN's request under 13.2; and
- (b) HRFN will not seek to add any of the Lands to its reserve lands under 13.2 if British Columbia does not notify HRFN and Canada of its non-objection under 13.3(a).

13.4 Restrictive Covenant. The restrictive covenant attached as Schedule B "5" will apply to all Lands that are not identified under 13.1 and will be cancelled by British Columbia on the Federal Crown's acceptance of HRFN's request under 13.2.

13.5 HRFN Acknowledgements. HRFN acknowledges and agrees that:

- (a) neither British Columbia nor BC Hydro is responsible for any applications or any costs or expenses that may be required in connection with the addition of the Lands under 13.1 or 13.2 to reserve status, including any costs or expenses associated with environmental or other studies;
- (b) any application by HRFN to transfer the Lands under 13.1 or 13.2 to the Federal Crown for designation as a reserve will proceed on the express condition that they remain subject to the Permitted Encumbrances and that there has been satisfactory resolution of access, including access to subsurface resources, servicing or third party interests in or on the land that will be directly impacted by the parcel becoming reserve land; and
- (c) this Agreement does not impose any obligations on British Columbia, BC Hydro, or any other person to construct or provide at its cost or expense any work or service to or for the benefit of the Lands under 13.1 or 13.2, including any roads, sewers, drains, water supply, lighting, garbage disposal, or other works or services of improvement or convenience.

ARTICLE 14 – LAND MANAGEMENT MEASURES

14.1 Parties' Interest in Chowade Area. The Parties have identified the Chowade Area as an area of interest, in particular HRFN has identified it as an area of

importance for the exercise of its Section 35 Rights and the practice of associated cultural and traditional activities.

14.2 Availability of Chowade Area. The availability of land in the Chowade Area for Land Management Measures under 0 will be subject to the following conditions:

- (a) confirmation of the Crown's ownership of the area; and
- (b) any interests in the Chowade Area, including fee simple interests, reservations, tenures or encumbrances, including road and utility rights-of-way, and access to adjacent or proximate lands, that affect such lands referred to under 14.2(a)

14.3 Chowade Area Forest Tenure Opportunity. Within 18 months after the Effective Date or such other time as British Columbia and HRFN may agree, at HRFN's request, British Columbia will request that the Minister responsible invite HRFN to apply, on a non-competitive basis, for a replaceable, long term, area based First Nations Woodland Licence within the Chowade Area, such licence:

- (a) to be consistent with the *Forest Act*, R.S.B.C. 1996, c. 157 including the requirement for a management plan; and
- (b) to allow HRFN's management plan to address the pace, scale and pattern of harvest and the protection of traditional and cultural values;

The Parties acknowledge that the available Annual Allowable Cut in the Fort Saint John Timber Supply Area for the First Nations Woodland Licence will be 35,000 m³/year.

14.4 Pre-Existing Interests and Liabilities. British Columbia and HRFN will work collaboratively to address any pre-existing interests with regards to a First Nations Woodland Licence referred to in 14.3, including forest licences, tenures or encumbrances, unamortized forest development investment costs, forest roads and designated recreation trails.

14.5 Chowade Area Land Management Measures. Within six months after the Effective Date, or such other time as British Columbia and HRFN may agree, British Columbia will recommend that:

- (a) the Minister responsible for the *Land Act* withdraw the unencumbered surface Crown lands within the portion of the Chowade Area identified in Schedule C "2" from disposition under s. 17 of the *Land Act* for the conservation of natural and heritage resources provided that the terms of the recommendation for the designation of the Chowade Area will not preclude dispositions under the *Land Act* relating to oil and gas activities; and

- (b) the Chief Gold Commissioner responsible for the *Mineral Tenure Act* designate the Crown Lands within the portion of the Chowade Area identified in Schedule C “2” as a No Registration Reserve under Section 22 of the *Mineral Tenure Act*.

14.6 Amendment of Chowade Area Boundary. British Columbia may amend or cancel the boundaries of the Chowade Area, or amend the terms of HRFN’s use of the Chowade Area under 14.3 or 0, provided that HRFN agrees or:

- (a) British Columbia fulfills its legal duty to consult with HRFN with respect to any amendment;
- (b) British Columbia and HRFN discuss and attempt to resolve any issues raised by HRFN; and
- (c) British Columbia notifies HRFN in writing.

ARTICLE 15– OVERLAPPING CLAIMS

15.1 Shared Territories. HRFN will discuss the transfer of the Lands and the Land Management Measures with First Nations, including Treaty 8 adherents, which have or assert rights under s. 35(1) of the *Constitution Act*, 1982 in the territory in which the foregoing are located and will make reasonable, culturally appropriate efforts to resolve any conflicts with those First Nations prior to the applicable Closing Date or the implementation of the Land Management Measures, as the case may be.

15.2 Unresolved Territory Claims. In the event any conflict under 15.1 is not resolved to the satisfaction of British Columbia, British Columbia and HRFN may, as the case may be:

- (a) consider alternative lands under 6.2; or
- (b) agree to amend the boundaries of the Land Management Measures.

15.3 Other First Nations’ Proceedings. HRFN will, at the request of British Columbia or BC Hydro, provide British Columbia and BC Hydro with reasonable assistance, taking into account cultural or community processes, and non-financial support in the event any Proceeding is brought by any First Nation against British Columbia, BC Hydro or any Public Official with respect to the transfer of the Lands or the Land Management Measures.

15.4 Agreements with Other First Nations. HRFN acknowledges that British Columbia and BC Hydro may enter into agreements relating to the Site C Project and its Operation with other First Nations, including Treaty 8 adherents, and agrees that, where any land transfer or protection measure under those agreements may have a potential adverse impact on its Section 35 Rights, it will make reasonable efforts, taking into account cultural or community processes, to

resolve any conflicts and will, where requested by British Columbia or BC Hydro, participate in consultations with those First Nations.

ARTICLE 16 - FORCE MAJEURE

- 16.1 Force Majeure.** If any Party fails to perform or comply with any of the terms, conditions, obligations or provisions of this Agreement and such failure is caused by a Force Majeure Event, then such Party will be deemed not to be in default or breach of this Agreement or its obligations hereunder for the duration of the Force Majeure Event and as long as the Party is prevented from performing or complying with this Agreement or its obligations hereunder as a result thereof, provided that such Party has delivered notice to the other Parties explaining the nature of such Force Majeure Event, the date that it commenced and its anticipated duration (if known).
- 16.2 Alternative Lands or Measures.** In the event the Lands or Schedule C Lands cannot be transferred or protected due to a Force Majeure Event, the Parties will identify alternative lands in accordance with the processes and conditions under this Agreement.

ARTICLE 17 – LEGAL CERTAINTY

- 17.1 Consultation and Accommodation.** In consideration for the obligations to be performed by BC Hydro and British Columbia and the benefits received by HRFN under this Agreement, the Contracting Agreement and the Impact and Benefits Agreement, HRFN acknowledges and agrees on its own behalf and on behalf of its Members that:
- (a) they consent, and do not oppose or object, to the development and construction of the Site C Project and its Operation, and to the granting of any Authorization necessary for or applied for by or on behalf of BC Hydro in connection with the Site C Project and its Operation;
 - (b) they have been adequately consulted and accommodated with respect to the impacts of the development and construction of the Site C Project and its Operation on HRFN Section 35 Rights, including with respect to any infringement of HRFN Section 35 Rights;
 - (c) they will participate in any ongoing consultation with respect to the development and construction of the Site C Project and its Operation, in a collaborative and timely manner;
 - (d) they will not support or engage in any action that might interfere with, frustrate, delay or stop the construction of the Site C Project and its Operation, including challenging or opposing the granting or validity of an Authorization in any Proceeding on any grounds;

- (e) if HRFN becomes aware that one or more Members is engaging in or intends to engage in any action prohibited by 17.1(d) or (h), HRFN will, of its own accord or at the request of BC Hydro, at its own expense, take all reasonable, culturally appropriate actions to prevent, resolve or remedy the actions of such Member or Members, including:
 - (i) providing notice to BC Hydro of the Member's or Members' actions, and any actions that HRFN has taken to prevent, resolve or remedy those actions, including promptly informing the Member or Members in writing, with a copy to BC Hydro, that his, her or their actions are in breach of this Agreement and that HRFN does not support such actions;
 - (ii) working cooperatively with BC Hydro to prevent, resolve or remedy the action, including participating in discussions with BC Hydro; and
 - (iii) participating in discussions and providing supporting materials;
- (f) they will ensure that the Authorizations that have been or may be granted will be recognized and preserved unaltered in form and substance in any self-government agreement or other agreement, including in the exercise of any rights or powers granted pursuant to those agreements, that HRFN (or any other group of which it forms a part) may enter into with Canada, British Columbia or both, or that HRFN may obtain through litigation or court declaration;
- (g) this Agreement together with the Contracting Agreement and the Impact and Benefits Agreement are entered into in full and final satisfaction of any past, present or future claim by HRFN and its Members regarding the adequacy of consultation and accommodation with respect to, or any infringement of, HRFN Section 35 Rights resulting from the development and construction of the Site C Project and its Operation, including any civil claims of any nature whatsoever (including without limitation private or public nuisance, breach of riparian rights or trespass) related to HRFN Section 35 Rights; and
- (h) they will not seek any additional financial consideration or economic or other accommodation from BC Hydro, British Columbia or any other entity, with respect to the Site C Project and its Operation, including any renewal or issuance of an Authorization.

17.2 Participation in Public Processes. Nothing in this Agreement shall be construed so as to deprive HRFN of any right it may have to participate in any permitting, regulatory or other government decision-making process related to the issuance or renewal of any Authorization, the Site C Project and its Operation, including raising environmental concerns or proposing reasonable avoidance and mitigation measures as part of such process, provided that such participation:

- (a) is not based upon the argument that there has been inadequate consultation or accommodation with respect to, or infringement of, HRFN Section 35 Rights resulting from the Site C Project and its Operation;
- (b) is not inconsistent with HRFN's consent to and support for the Site C Project, and does not in any way derogate from or in any way breach any of its acknowledgements, agreements or obligations under this Agreement; and
- (c) is efficient and effective and completed in a timely manner in keeping with the timelines established by the relevant Agency;

and provided that BC Hydro will have no further obligation to provide additional funding to support ongoing consultation for the Site C Project and its Operations except pursuant to the Site C Project Construction Phase Capacity Funding Agreement dated December 5, 2016, or unless the Parties otherwise mutually agree to any other funding arrangements (including any payments that BC Hydro may make to British Columbia for First Nations consultation related to provincial regulatory processes).

ARTICLE 18 – INDEMNITY AND LIMITATION OF LIABILITY

18.1 Indemnity. Subject to 18.4, HRFN will indemnify and save harmless British Columbia, BC Hydro and all Public Officials from and against any and all claims, demands, causes of action, actions, expenses, costs, including legal fees, losses, damages or any other liability that they, or any of them, may suffer or incur, directly or indirectly, as a result of:

- (a) the procedures resulting in, or any errors or omissions in respect of, the approval of this Agreement by HRFN;
- (b) any breach of this Agreement by HRFN or its Members;
- (c) any Proceedings commenced by HRFN or its Members against or involving British Columbia, BC Hydro or any Public Official relating to the validity of this Agreement, the validity of any of the Authorizations or HRFN's consent to and support for the Site C Project and its Operation; or
- (d) any Proceedings for contribution or indemnity brought against British Columbia, BC Hydro or any Public Official by a third party in connection with any Proceeding commenced against such third party, including Canada, by HRFN or any of its Members in respect of any matter relating to the validity of this Agreement, the validity of any of the Authorizations or HRFN's consent to or support for the Site C Project and its Operation.

18.2 Limit on Indemnity. In the event that a breach under 18.1(b) is caused by a Member, or a Proceeding under 18.1(c) or s. 18.1(d) is commenced by a Member, the indemnification provisions under 18.1(b), 18.1(c) and 18.1(d) will

not apply provided that HRFN has complied with all the requirements under 17.1(e) to prevent, resolve or remedy that breach or Proceeding.

18.3 Set Off. Any monetary judgement awarded by a court of competent jurisdiction against HRFN to the benefit of British Columbia or BC Hydro, or any settlement amount agreed between the Parties, as a result of HRFN's breach of this Agreement, including any requirement to indemnify British Columbia or BC Hydro, may be set off by BC Hydro against any payments payable by BC Hydro to HRFN under the Impact and Benefits Agreement.

18.4 Limitation. No Party will have any claim against or liability to another Party in relation to this Agreement under any cause of action or theory of liability for any indirect, incidental, punitive, exemplary or consequential losses or damages, including pure economic loss, or loss of opportunity, profit, revenues, production, earnings or contract.

18.5 Conduct of Litigation. For the purposes of 10.6 and 18.1:

- (a) British Columbia will notify HRFN of any Proceeding to which the indemnity may apply;
- (b) British Columbia will have exclusive conduct of the Proceeding in accordance with the *Attorney General Act*, R.S.B.C. 1996, c. 22; and
- (c) British Columbia will use reasonable efforts to defend itself and will not settle any Proceeding without first discussing the terms of settlement with HRFN; and
- (d) HRFN may participate in any Proceeding in accordance with the applicable rules of court at its own expense.

ARTICLE 19 - NO PREJUDICE AND NON-DEROGATION

19.1 No Admission. Nothing in this Agreement, in the negotiation of this Agreement or in any correspondence or document leading to this Agreement, including any term sheet, will be interpreted or construed as an acknowledgement, recognition or admission by British Columbia or BC Hydro that:

- (a) the Site C Project and its Operation infringe HRFN's Section 35 Rights; or
- (b) it has any liability to HRFN or its Members, including any obligation to provide any financial, economic or other accommodation to HRFN.

19.2 Non-Derogation. Without in any way affecting the express acknowledgements, agreements and obligations set out in 17.2, the Parties acknowledge and agree that nothing in this Agreement in any way defines, amends or denies the existence of, or in any way limits any priorities afforded to, any HRFN Section 35 Rights.

ARTICLE 20 - DISPUTE RESOLUTION

- 20.1 Representatives.** If a dispute arises between the Parties regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 20.2 Senior Representatives.** If the Parties are unable to resolve the dispute at that level, the interpretation issue will be raised to more senior levels of the Parties.
- 20.3 Other Means.** The Parties may agree to other appropriate approaches to assist in reaching resolution of the interpretation issue.

ARTICLE 21 - NOTICES

- 21.1 Notices.** Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified herein, and will be deemed validly given to and received by the addressee, 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 British Columbia:

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O. Box Stn. Prov. Gvt.
Victoria, B.C. V8W 9B1
Fax: (250) 387-6073

if to BC Hydro:

British Columbia Hydro and Power Authority
6911 Southpoint Drive, 10th floor
Burnaby, B.C. V3N 4X8
Attention: Allan Leonard, Director, Aboriginal Relations
Fax: (604) 528-2822
Email: Allan.Leonard@bchydro.com
Cc: Charlie.Weiler@bchydro.com

if to HRFN:

Halfway River First Nation
PO Box 59
Wonowon, BC V0C 2N0
Attention: Chief Darlene Hunter
Fax: (250) 772-5200
Email: dhunter@hrfn.ca

with a copy to:

Tim Watson
Devlin Gailus Watson Barristers & Solicitors
2nd Floor, 736 Broughton Street
Victoria, BC V8W 1E1
Fax: (250) 361-9429
Email: timw@dgwlaw.ca

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

ARTICLE 22 - INTERPRETATION

- 22.1 Interpretation.** For purposes of this Agreement:

- (a) the recitals and 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;
- (b) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- (c) the use of the singular includes the plural and the use of the plural includes the singular;
- (d) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- (e) in the calculation of time under this Agreement, “business days” means any day from Monday to Friday, except any such day that is a statutory holiday in British Columbia;
- (f) any reference to a corporate entity includes any predecessor or successor to such entity;
- (g) any reference to the delivery on the Closing Date 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;
- (h) a reference to an agreement between two or more of the Parties includes that agreement, as it may be amended from time to time in accordance with its terms;

- (i) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it; and
- (j) the rule of construction that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement, and there will be no presumption that doubtful or ambiguous expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

22.2 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 or breach 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 or breach.

22.3 No Fettering. Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Public Official in an enactment.

22.4 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) define, amend or deny the existence of HRFN's Section 35 Rights or any responsibilities of the Parties except as set out in this Agreement.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and, except as set out in this Agreement, British Columbia and BC Hydro have not made any representation, warranty, collateral agreement or agreed to any condition, right or obligation affecting this Agreement. Without limiting the generality of the foregoing, nothing in the negotiation of this Agreement, or in any correspondence or document leading to this Agreement, including any term sheet, forms part of this Agreement.

23.2 Validity of Agreement. The Parties will not challenge the validity of any provision of this Agreement. If any part of this Agreement is declared or held invalid for any reason by a court of competent jurisdiction:

- (a) subject to law, 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.

If any part of Article 17, Article 18 or Article 19 is declared or held invalid by a court of competent jurisdiction, and the Parties are unable to reach agreement on a replacement for that part pursuant to this section that is acceptable to British Columbia, acting reasonably, then in addition to any other remedy it may have, British Columbia may terminate this Agreement on notice to BC Hydro and HRFN.

ARTICLE 24 - GENERAL

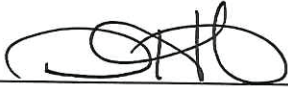
- 24.1 Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of another Party, do further lawful acts and deliver such further documents in a timely fashion as are reasonably required from time to time in order to fully perform and carry out the terms of this Agreement.
- 24.2 Successors.** This Agreement will enure to the benefit of and be binding on British Columbia, BC Hydro and HRFN and their successors and, without limiting the generality of the foregoing, this Agreement and HRFN's obligations under it will be assumed and adopted unaltered in form and substance by any successor organization or government, or any new organization or government that effectively replaces HRFN, under any self-government agreement or other agreement that HRFN, or any other group of which it forms a part, may enter into with Canada, British Columbia or both, or that HRFN may obtain through litigation or court declaration.
- 24.3 Assignment.** BC Hydro may assign all or part of its rights and obligations under this Agreement to any successor or assignee of BC Hydro's rights and obligations relating to the Site C Project provided that any such successor or assignee agrees in writing to be bound by the terms of this Agreement. HRFN may not assign its rights or obligations under this Agreement, in whole or in part, except as may be required to give effect to 24.2.
- 24.4 Amendment.** This Agreement may be amended by the Parties in writing.
- 24.5 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and Canada, as applicable.
- 24.6 Legal Advice.** Each Party acknowledges that it has obtained or has had the opportunity to obtain independent legal advice relating to the terms and conditions of this Agreement, the Impact and Benefits Agreement and the

Contracting Agreement, and that the signatories have read and understand the terms and conditions of the foregoing agreements.

- 24.7 Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or other electronic means of transmission.

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

**Signed on behalf of the HALFWAY
RIVER FIRST NATION by**



**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of Energy
and Mines**



Minister Bill Bennett

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of Forests,
Lands and Natural Resource
Operations**

Minister Steve Thomson

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of
Aboriginal Relations and Reconciliation**

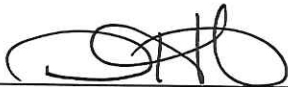


Minister John Rustad

**Signed on behalf of BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY by**

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

**Signed on behalf of the HALFWAY
RIVER FIRST NATION by**



**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of Energy
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**Signed on behalf of HER MAJESTY THE
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COLUMBIA by the Minister of Forests,
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QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of
Aboriginal Relations and Reconciliation**

Minister John Rustad

**Signed on behalf of BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY by**

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

**Signed on behalf of the HALFWAY
RIVER FIRST NATION by**

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of Energy
and Mines**

Minister Bill Bennett

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of Forests,
Lands and Natural Resource
Operations**

Minister Steve Thomson

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA by the Minister of
Aboriginal Relations and Reconciliation**

Minister John Rustad

**Signed on behalf of BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY by**



Jessica L. McDonald
President & CEO

SCHEDULE A “1” – FORM OF BAND COUNCIL RESOLUTION

Whereas BC Hydro and Power Authority (“BC Hydro”) is undertaking the development, construction and operation of the Site C Project, a third dam and hydroelectric generating station on the Peace River, together with all associated components, in northwestern British Columbia, near Fort St. John;

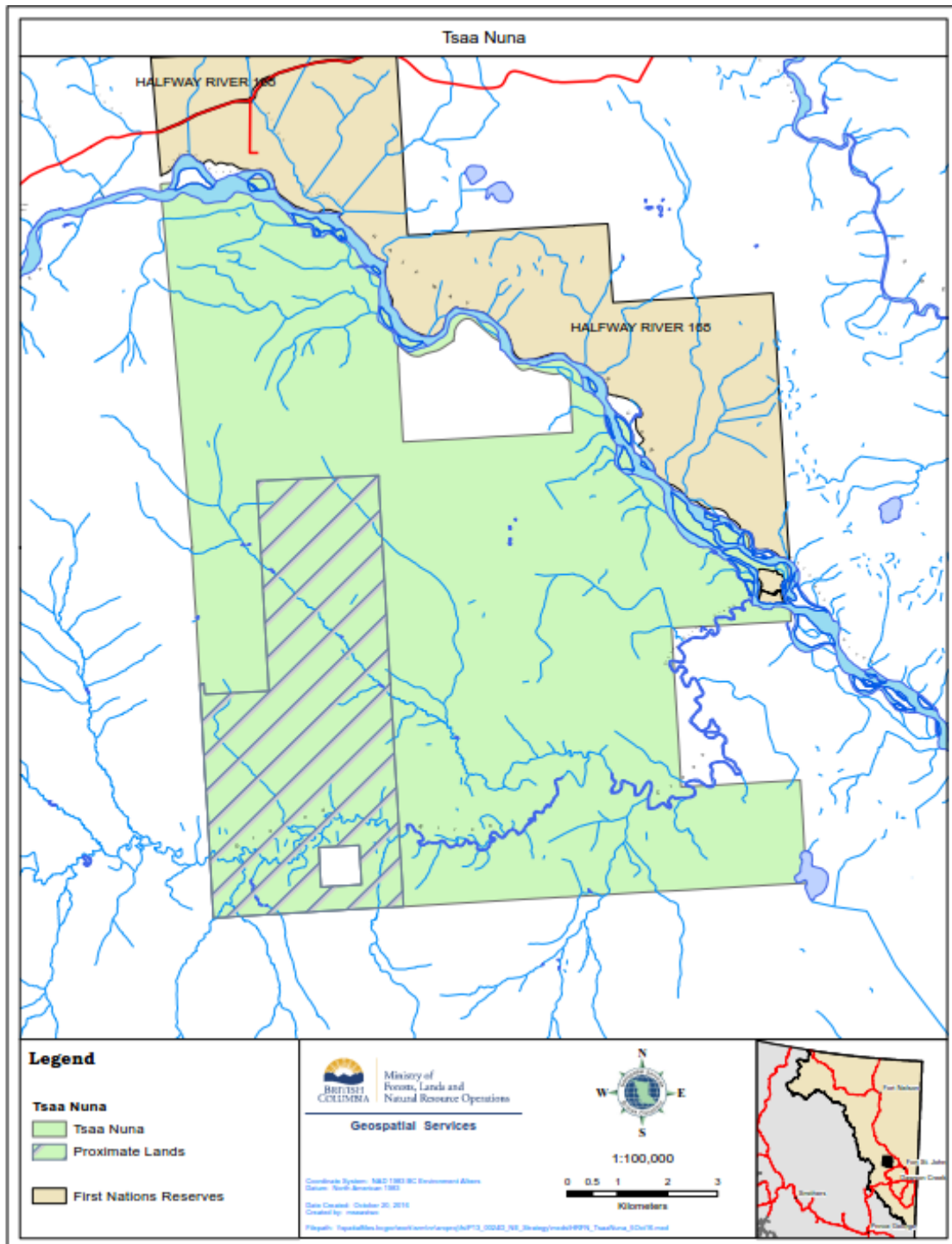
And whereas the Site C project is located in an area covered by Treaty 8 and over which the Halfway River First Nation (“HRFN”), as an adherent to Treaty 8, has Section 35 Rights;

And whereas HRFN and BC Hydro have negotiated the Impact and Benefits Agreement and the Contracting Agreement, and HRFN, BC Hydro and British Columbia have negotiated the Tripartite Land Agreement (collectively “the Agreements”), drafts of which have been provided to and reviewed by each of the undersigned members of Council;

And whereas HRFN has, through the Agreements and the Joint Environmental Assessment Process, and the conditions contained in the Environmental Assessment Certificate and the Federal Decision Statement, been adequately consulted and accommodated with respect to the impacts of the Site C Project and its Operation on its Section 35 rights;

Now therefore the Council of HRFN hereby approves the terms of the Agreements and authorizes [•] and [•] to enter into, execute and deliver the Agreements in substantially the form and substance provided to and reviewed by each of the undersigned, and each of the documents contemplated by the Agreements, on behalf of HRFN and each of the members of HRFN; and to do all such further and other acts and things and execute and deliver all such further and other documents as may be necessary in order to carry out the intent of the Agreements and to perform the obligations of HRFN under the Agreements.

SCHEDULE B "1" – MAP OF LANDS FOR ILLUSTRATIVE PURPOSES



SCHEDULE B “2” – DESCRIPTION OF LANDS

To be completed at a later date pursuant to Article 6.

Where the Lands are registered in the Land Title Office or have been adequately surveyed, insert the legal description.

Where the Lands are not surveyed or have to be re-surveyed in order for title to be raised in the Land Title Office, insert the following (or similar) description:

the area of approximately 1,821 hectares as shown for illustrative purposes in Schedule 1 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*, R.S.B.C. 1996, c. 245) and the area of any Crown Corridor, or any submerged lands

SCHEDULE B “3” PART 1 – PERMITTED ENCUMBRANCES

Permitted Encumbrances
all interests registered on title under the <i>Land Title Act</i> , R.S.B.C. 1996, c. 250 as of the Closing Date
all subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the land
all exceptions and reservations contained in section 50(1) of the <i>Land Act</i> , R.S.B.C. 1996, c. 245
any conditional or final water license or substituted water license issued or given under the <i>Water Act</i> , R.S.B.C. 1996, c. 483, or any prior enactment of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land 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> , R.S.B.C. 1996, c. 292, <i>Coal Act</i> , R.S.B.C. 1996, c. 51 or <i>Petroleum and Natural Gas Act</i> , R.S.B.C. 1996, c. 361 or under any prior or subsequent enactment of British Columbia of like effect
all other liens, charges and encumbrances granted by British Columbia, with the prior written consent of the Halfway River First Nation prior to the Closing Date
all existing interests on the Lands in favour of existing interest holders, including any such interests or interest holders that may not have been identified in this Schedule prior to the execution of this Agreement
a restrictive covenant in favour of Her Majesty the Queen in right of British Columbia to be registered against the title to certain Lands in the form attached as Schedule B “5” (Additions to Reserve Restrictive Covenant).

**SCHEDULE B “3” PART 2 - PERMITTED ENCUMBRANCES-INTERESTS NOT
REGISTERED ON TITLE**

Interests Not Registered on Title
Utility and local government Interests for hydro, telephone, cablevision, heating/natural gas, water infrastructure, storm drains, dykes and waste disposal/sewer continue on the Lands shown in Schedule B “1”.

SCHEDULE B “4” – FORM OF PERMITTED ENCUMBRANCES

To be completed at a later date pursuant to Article 6.

SCHEDULE B "5" - ADDITION TO RESERVE RESTRICTIVE COVENANT**LAND TITLE ACT****FORM C**

(Section 233)

Province of
British Columbia**GENERAL INSTRUMENT-PART 1** (This area for Land Title Office Use)

Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

(Signature of Solicitor or Authorized Agent)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

3. NATURE OF INTEREST:*

Description

Document Reference

Person Entitled to Interest

(Page and paragraph)

Section 219 Covenant

Entire Document

Transferee (Grantee)

4. TERMS: Part 2 of this instrument consist of (select one only)

- | | | | |
|-----|-----------------------------|-------------------------------------|---------------------------------------|
| (a) | Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) | Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) | Release | <input type="checkbox"/> | There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

3. TRANSFEROR(S):* (Grantor)

3. TRANSFEREE(S): (Including postal address(es) and postal code(s))* (Grantee)

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA as represented by the
Minister of Forests, Lands, and Natural Resource Operations, Parliament Buildings, PO Box
9049, STN PROV GOVT, Victoria, British Columbia, V8W 9E2

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
				_____ By
				Its authorized signatory(ies):

				Print Name:

				Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT – PART 2

WHEREAS:

A. The Grantor is the registered owner of:

(the “Land”);

B. Under section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 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 [REDACTED] 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*, R.S.B.C. 1996, c. 250 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*, R.S.C. 1985, c. I-5; 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 will be construed as meaning the plural or feminine or body corporate where the context or the parties so require.
3. This Agreement will enure 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 British Columbia
7. Where there is a reference to an enactment of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of British Columbia of like effect and, unless the context otherwise requires, all enactments referred to in this Agreement are enactments 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*, R.S.B.C. 1996, c. 250.

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

END OF DOCUMENT

SCHEDULE B “6” - DESIGNATED ENTITY AGREEMENT

This Agreement is dated for reference _____, 2012.

BETWEEN:

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

(“**British Columbia**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation continued under the authority of the *Hydro and Power Authority Act*, R.S.B.C. 1996, c. 1-5

(“**BC Hydro**”)

AND:

HALFWAY RIVER FIRST NATION, a “band” within the meaning of the *Indian Act*, R.S.C. 1985, c. 1-5 for and on behalf of itself and all of its Members as represented by its Chief and Council

(“**HRFN**”)

AND:

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

(the “**Designated Entity**”)

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

WHEREAS:

- A. British Columbia, BC Hydro and HRFN have entered into the Tripartite Land Agreement dated _____ (the “TLA”) pursuant to which British Columbia will transfer to the Designated Entity fee simple title to those lands legally described as:

[Insert Legal Description of lands]

(the "Lands"); and

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

NOW THEREFORE the Parties agree as follows:

1. **Defined Terms and Interpretation Provisions.** The terms "British Columbia", "BC Hydro" and "HRFN" and any other capitalized terms used in this Agreement and defined in TLA will have the meaning given to those terms in the TLA and the interpretation provisions under section 22.1 of the TLA will apply to this Agreement.
2. **TLA Binding.** The terms of the TLA relating to the Lands which are for the benefit of British Columbia or BC Hydro are legally binding on the Designated Entity as if the Designated Entity was a party to the TLA.
3. **Environmental Condition.** Without limiting the generality of the foregoing, the Designated Entity waives the requirement, if any, of British Columbia or BC Hydro to provide a site profile as defined in the *Environmental Management Act*, S.B.C. 2003, c. 53 in connection with its acquisition of the Lands.
4. **Enforcement of TLA.** British Columbia and BC Hydro may, in their sole discretion, enforce any term or condition of the TLA, including any acknowledgement, agreements, representations and warranties, releases, indemnities or any other obligation of HRFN, against the Designated Entity or HRFN or both of them.
5. **Legal Advice.** The Designated Entity acknowledges that it has had the opportunity to obtain independent legal advice relating to the terms and conditions of this Agreement and the TLA, a copy of which is attached as Schedule A, and that the signatories have read and understand the terms and conditions of the foregoing agreements.
6. **Validity of Agreement.** The Parties will not challenge the validity of any provision of this Agreement. If any part of this Agreement is declared or held invalid for any reason by a court of competent jurisdiction:
 - (a) subject to law, 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.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and, except as set out in this Agreement, British Columbia has and BC Hydro have not made any representation, warranty, collateral agreement or agreed to any condition, right or obligation affecting this Agreement. Without limiting the generality of the foregoing, nothing in the negotiation of this Agreement, or in any correspondence or document leading to this Agreement, including any term sheet, forms part of this Agreement.
8. **Further Acts and Assurances.** The Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
9. **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 or breach 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 or breach.
10. **Successors.** This Agreement will enure to the benefit of and be binding on the Designated Entity and its successors and British Columbia.
11. **No Admissions.** Nothing in this Agreement, in the negotiation of this Agreement or in any prior document leading to this Agreement will be construed as an acknowledgment by British Columbia or BC Hydro that it has an obligation to provide any financial, economic or other accommodation to HRFN.
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 British Columbia and Canada, as applicable.
16. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or other electronic means of transmission.

**Signed on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF BRITISH
COLUMBIA** by the Minister of Aboriginal
Relations and Reconciliation or the
Minister's authorized representative as of
_____, 20_____:

**Signed on behalf of BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY** as of _____,
20_____ by:

**Signed on behalf of HALFWAY RIVER
FIRST NATION** as of _____,
20_____ by:

**Signed on behalf of the Designated
Entity** as of _____, 20_____
by:
[Name of Company]

Per: Authorized Signatory

SCHEDULE B “7” – GST CERTIFICATE

**CERTIFICATE AS TO REGISTRATION STATUS OF PURCHASER
(FORM 221(2)(b))**

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*, R.S.C. 1985, c. E-15 (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]*.

[Name of Corporate Vendor]

[Name of Individual Vendor]

Per: _____

SCHEDULE B “8”

Consent of HRFN in relation to Property Transfer Tax Matters

TO WHOM IT MAY CONCERN:

1. Article 11 of the Site C Tripartite Land Agreement (the Agreement) between the Province of British Columbia, BC Hydro and the Halfway River First Nation (“HRFN”), executed [date of execution], provides that BC Hydro is responsible for property transfer tax payable under the *Property Transfer Tax Act*, R.S.B.C. 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 HRFN hereby

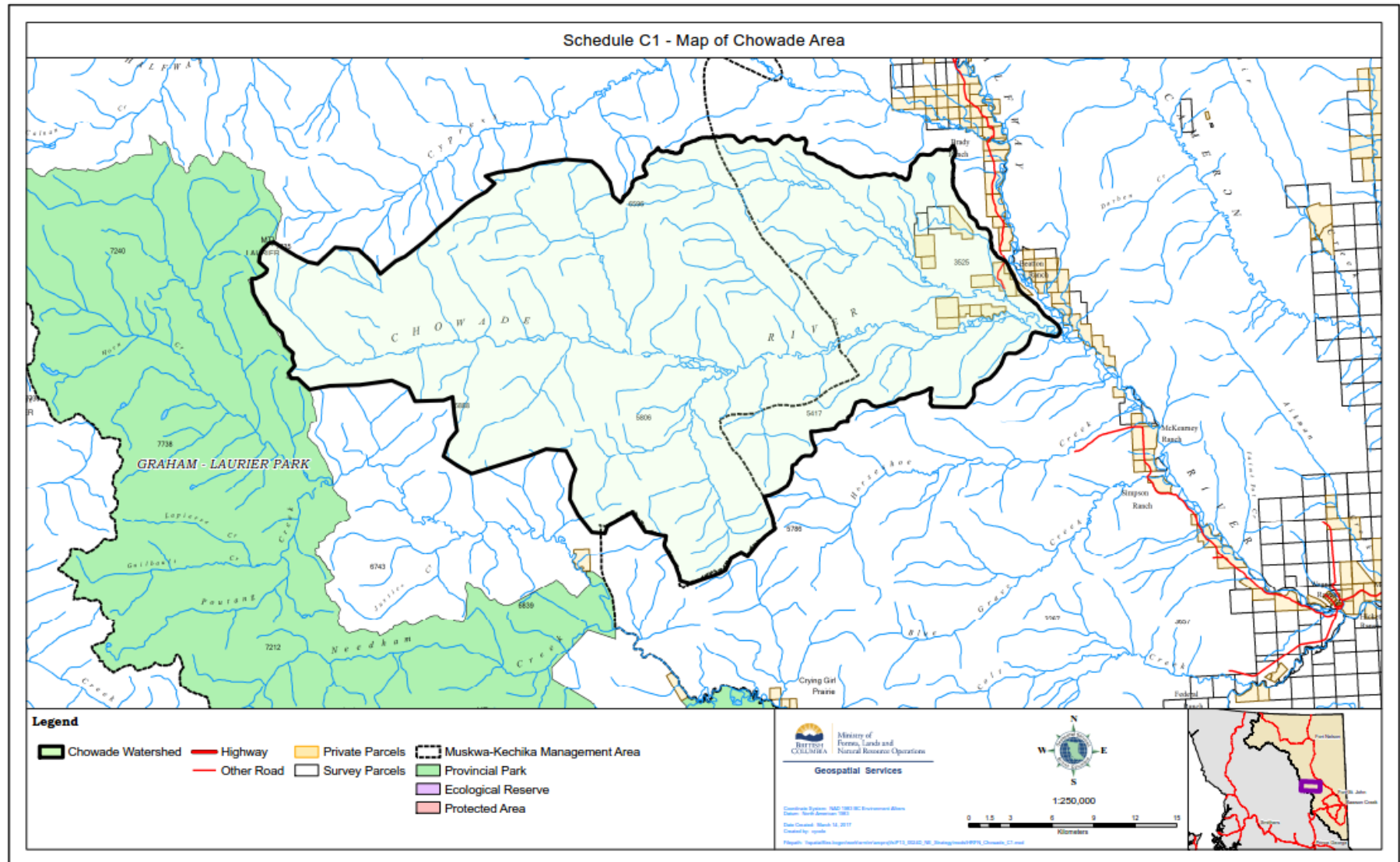
- c. authorizes the Ministry of Finance and the Ministry of Aboriginal Relations and Reconciliation, and BC Hydro to deal directly with one another in regard to all matters relating to the Property Transfer Tax, and
- d. agrees that if there is any refund payable in respect of the Property Transfer Tax paid by the Province or BC Hydro, then the amount of that refund may be retained by payee.

Executed on the _____ day of _____, 20__

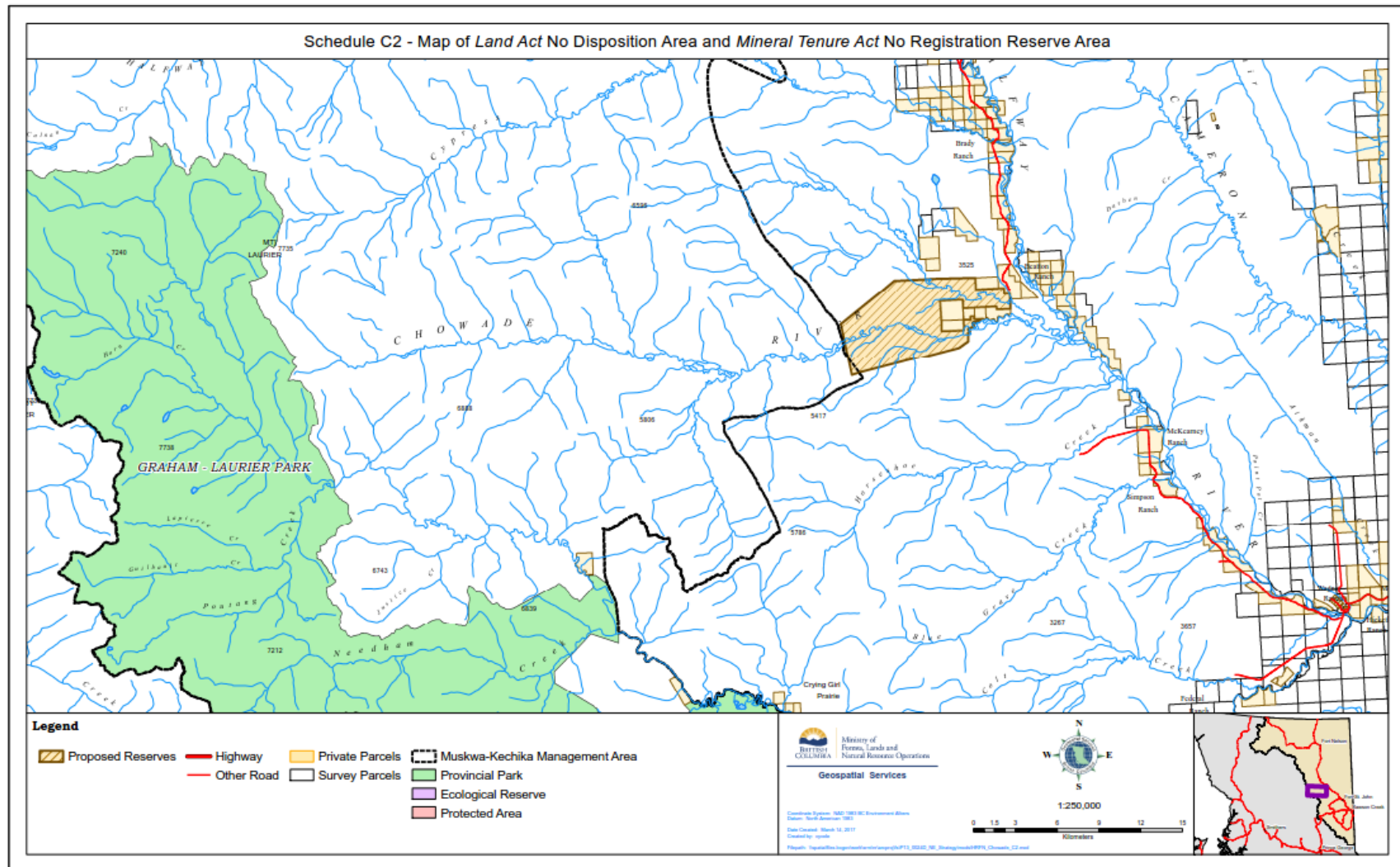
Signature of the duly authorized signatory for the Halfway River First Nation

Name and Title (please print)

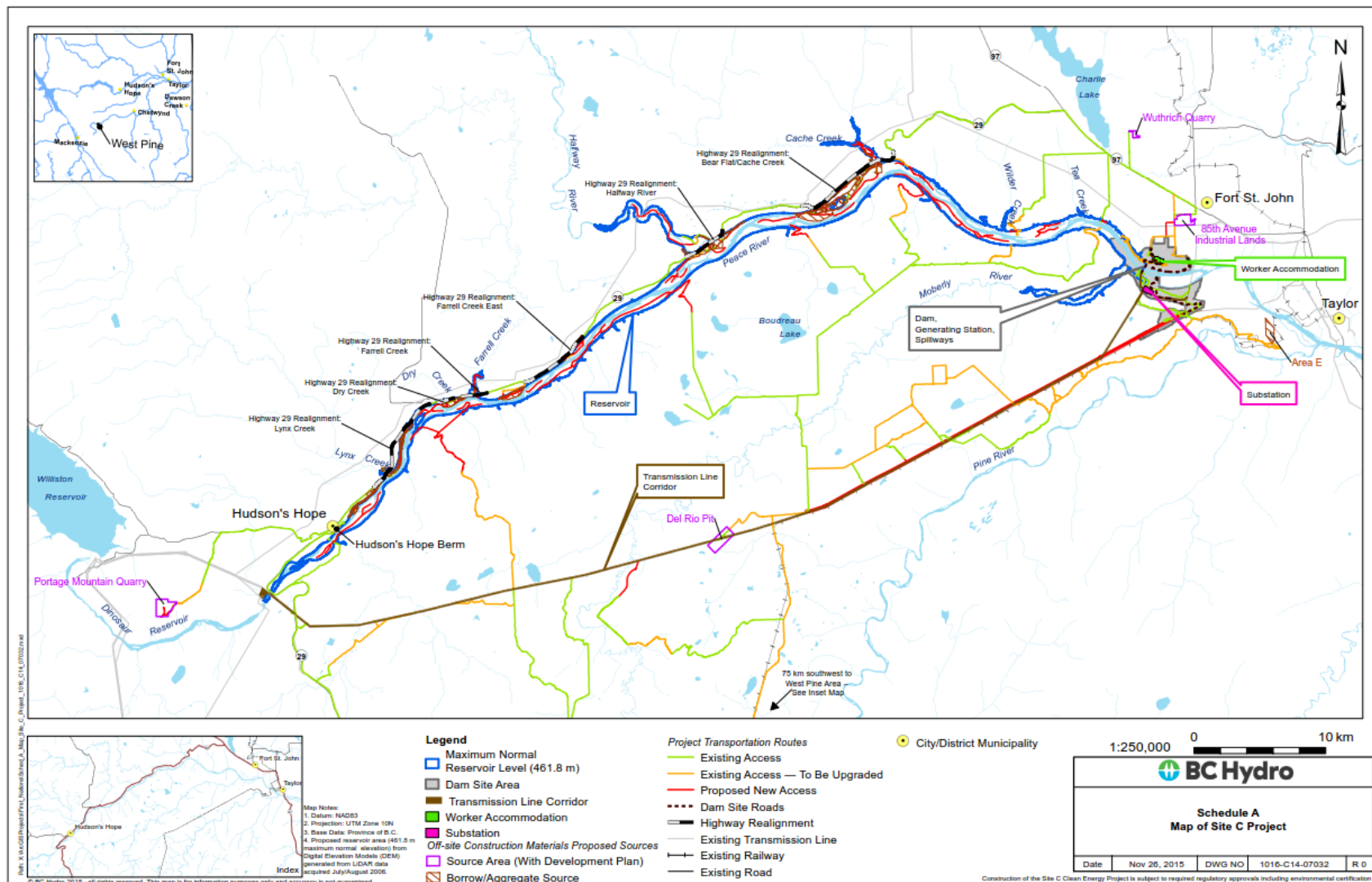
SCHEDULE C "1" – MAP OF CHOWADE AREA



SCHEDULE C “2” – MAP OF LAND ACT NO DISPOSITION AREA AND MINERAL TENURE ACT NO REGISTRATION RESERVE AREA



SCHEDULE D “1” – MAP OF SITE C PROJECT AREA



SCHEDULE D “2” – SITE C PROJECT DESCRIPTION

The Site C Project is the project described in Volume 1, sub-sections 4.3 to 4.5 of the Amended Environmental Impact Statement for the Site C Clean Energy Project prepared by BC Hydro and submitted to the Joint Review Panel on August 2, 2013, and as authorized by the EAC and FDS.

The Site C Project consists of a proposed third dam and hydroelectric generation station on the Peace River together with all associated structures, to be constructed and operated in northeastern British Columbia, near Fort St. John.

In general terms, the components of the Site C Project are:

- Dam, generating station, and spillways;
- Reservoir;
- Substation and transmission lines to Peace Canyon Dam;
- Highway 29 realignment;
- Quarried and excavated construction materials;
- Worker accommodation; and
- Road and rail access.