

May 10, 2006

File No.1150-30/
CA73807001

Nisga'a Nation
PO Box 231
New Aiyansh, BC V0J 1A0

Attention: Nelson Leeson, President

This letter confirms the agreement between Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Energy, Mines and Petroleum Resources, Offshore Oil and Gas Division (the "Province") and the Nisga'a Nation (the "Organization") in respect of the Project, on the terms set out below (the "Agreement").

1. PROJECT

- 1.1 The Organization will carry out and complete the project described in Appendix 1 (the "Project") in accordance with the budget set out in Appendix 2 (the "Budget"). The purpose of the Project is to take initial steps to implement section 3.1 of the Protocol between the Nisga'a Nation and the Province, dated January 5, 2005.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Organization represents and warrants that it has the authority to enter into this Agreement and to carry out and complete the Project. The Organization acknowledges that the Province is relying on these representations and warranties in entering into this Agreement and in paying the Province's Contribution to the Organization.

3. ELIGIBLE COSTS

- 3.1 "Eligible Costs" are those costs and expenses described in the Budget, and incurred by the Organization in carrying out and completing the Project.

**Ministry of Energy, Mines and
Petroleum Resources**

Offshore Oil and Gas
Division

Mailing Address:
PO Box 9312
Stn Prov Govt
Victoria, British Columbia
V8W 9N1

Location:
Ste 250, 1675 Douglas Street
Victoria, British Columbia
Phone: (250) 356-0510
Fax: (250) 356-0582

Website Address:
www.offshoreoilandgas.gov.bc.ca

4. PROVINCE'S CONTRIBUTION

- 4.1 The Province will provide \$283,495.00 to the Organization for the Project, (the "Province's Contribution") subject to the terms of this Agreement.
- 4.2 In no circumstances whatsoever is the Province obligated to provide any funding to the Organization in excess of the Province's Contribution.
- 4.3 The Organization will use the Province's Contribution only for the purpose of defraying Eligible Costs.
- 4.4 If the Organization spends more than is budgeted for an Eligible Cost, the Organization is responsible for paying those cost overruns.
- 4.5 For greater certainty, if the Organization spends funds from the Province's Contribution for items that are not Eligible Costs, the Organization
 - a) is responsible for those expenditures; and
 - b) will refund to the Province the amounts spent on those non Eligible Costs within 30 days of receiving notice from the Province to repay those funds.
- 4.6 Subject to s. 4.7, if the Organization spends less than is budgeted for an Eligible Cost, the Organization will return those surplus funds to the Province together with the financial statement referred to in s. 11.1(b).
- 4.7 If the Organization spends less than is budgeted for an Eligible Cost, and the Organization wants to spend those surplus funds on another Eligible Cost, the Organization may do so if it receives the prior written consent of the Province to do so.

5. PAYMENT

- 5.1 The Province will pay the Province's Contribution to the Organization as set out below, within 30 days of receipt from the Organization, of the documents and or actions referred to below:
 - a) \$120,000.00 following receipt of an executed copy of this Agreement;
 - b) \$66,747.50 following report of the outcome of the workshop for communities and urban locals, and an interim statement of expenditures to that date;
 - c) \$66,747.50 following report of the fact finding trip to Cook Inlet, and an interim statement of expenditures to that date;
 - d) \$30,000.00, the balance of the Province's Contribution owing to the Organization following receipt of the financial statements referred to in section 11.1(b).

6. TERM OF THE AGREEMENT

- 6.1 This Agreement is for a term commencing on the Effective Date and ending on the Project Completion Date.

6.2 The Effective Date is the date the Organization notifies the Province that it has signed this agreement.

7. PROJECT COMPLETION DATE

7.1 The Organization will complete the Project on or by March 31, 2007 (the "Project Completion Date").

8. INDEPENDENT RELATIONSHIP

8.1 Neither the Organization nor its servants, agents or employees will be the servant, employee, or agent of the Province.

8.2 The Organization will not, in any manner whatsoever, commit or purport to commit the Province:

- (a) to the payment of money to any person, firm, or corporation; or
- (b) to take or refrain from taking any action of any kind whatsoever.

9. REPORTS

9.1 The Organization will:

- (a) inform the Province's Representatives of its work done in accordance with the Project; and
- (b) immediately advise the Province of any expected cost overruns and/or delays in completing the Project, in accordance with section 13.2. This provision will not restrict the Province's entitlement to limit its obligations under, or terminate, this Agreement.

10. INSPECTION

10.1 The Organization will permit the Province's representatives at all reasonable times, including after the expiry of this Agreement, to inspect, examine and review any and all accounting records, findings, data, prints, specifications, drawings, working papers, reports, documents and all audio, visual and print material whether complete or otherwise that have been produced, received or acquired by the Organization as a result of the Project.

10.2 At the request of the Province, the Organization will provide the Province a copy of all of its completed documents and materials used in or in support of the Project.

10.3 If the Organization does not complete the Project, the Organization will permit the Province to copy all accounting records, findings, data, prints, specifications, drawings, working papers, reports, documents and all audio, visual and print material whether complete or otherwise that have been produced, received or acquired by the Organization as a result of the Project.

11. ACCOUNTING/AUDIT

11.1 The Organization will:

- (a) maintain financial records in accordance with generally accepted accounting principles, and
- (b) provide no later than June 30, 2007, either
 - (i) financial statements of the Project audited by an independent auditor who is a member, or a partnership who are members, in good standing of the Canadian Institute of Chartered accountants or the Certified General Accountants of British Columbia, or
 - (ii) financial statements of the Project accompanied by a Certificate of Expenditures signed by a professional with a formal accounting designation recognized in the Province of British Columbia or by a senior official of the Organization who has financial responsibility within the Organization and has the legal authority to sign the Certificate of Expenditures in the form set out in Appendix 3.

11.2 The financial statements referred to in s. 11.1(b) will include a detailed accounting and explanation of all expenditures incurred for each of the Eligible Costs.

11.3 The Organization will retain financial statements and all of the original copies of all documentation supporting expenditures set out in the financial statements for at least three years from the Project Completion Date and it will make all of those documents available for review by any authorized representative of the Province, including a person from the Office of the Auditor General or the Office of the Comptroller General, as well as full details of how those expenditures relate to the deliverables identified in Appendix I.

12. APPROPRIATION

12.1 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Organization is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act (the Financial Administration Act and every amendment made to that Act being collectively called the "Act"), in any fiscal year or part thereof when any payment of money by the Province to the Organization falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the Act, not having controlled or limited expenditure, pursuant to the Act, under any appropriation referred to in the preceding paragraph.

13. DEFAULT AND REMEDIES/REPAYMENT

13.1 The Organization will be in default of this Agreement if:

- (a) it breaches any provision of this Agreement, or fails to fulfill any of its obligations set out in the Project; or
- (b) if the audited statement required above contains a qualified opinion.(e.g. a denial of opinion or an adverse opinion)

- 13.2 If the Organization is in default, or if the Organization believes that there is a reasonable likelihood that it will be in default, it will notify the Province immediately. After the Province receives that notice the Parties will meet as soon as practicable to review the situation.
- 13.3 Notwithstanding the requirement to meet set out in section 13.2, the Province may, at any time, at its discretion do one or more of the following:
- (a) withhold any amounts otherwise payable under this Agreement;
 - (b) require the Organization to take reasonable steps to remedy the default;
 - (c) take other steps the Province deems appropriate; or
 - (d) terminate this Agreement.
- 13.4 Notwithstanding sections 13.1-13.3 or section 4.5, if for any reason, the Project is not completed to the satisfaction of the Province, the Organization will repay to the Province the amount of the Province's Contribution paid to the Organization by the Province under this Agreement within 30 days of receipt by the Organization of a written request for repayment from the Province.
- 13.5 Subject to section 4.7, and in addition to the obligation in section 4.6, if the total Eligible Costs, as determined by the Province, are less than the amount of the Province's Contribution paid by the Province to the Organization under this Agreement, the Organization will repay that difference to the Province within 30 days of receipt by the Organization of a written request for payment of that difference from the Province.

14. PROVINCIAL REPRESENTATIVE

- 14.1 Any person designated by me from time to time as the Provincial Representative, may act for the Province with respect to communications, and all matters arising under this Agreement with respect to the Project. Until you are advised to the contrary, Jean Dragushan, attached to the Offshore Oil and Gas Division, is the Provincial Representative.

15. NOTICES

- 15.1 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:
- (a) by delivery to the address of the Party set out below, on the date of delivery; or,
 - (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing; or
 - (c) by facsimile, to the facsimile number of the Party, mentioned in this agreement, on the date the facsimile is sent.

The address and facsimile numbers of the Parties are:

Province:

Ministry of Energy, Mines and Petroleum Resources
Offshore Oil and Gas Division
Ste 250 - 1675 Douglas Street
Victoria, BC V8W 2G5
Fax: 250-356-0582

Organization:

Nisga'a Nation
PO Box 231
New Aiyansh, BC V0J 1A0
Fax: 250-633-2367

The address or facsimile number set out above may be changed by notice in the manner set out in this section.

16. AMENDMENTS

16.1 This Agreement may only be amended by the agreement in writing of both Parties.

17. NO IMPLIED WAIVER

17.1 A waiver by the Province of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and signed by the Province and that signed waiver is not a waiver of any other term of, or any other breach of, this Agreement.

18. ENTIRE AGREEMENT

18.1 This Agreement and any amendment of it constitute the entire agreement between the Parties in respect of the Project.

19. INDEMNITY

19.1 The Organization will indemnify and save harmless the Province and the servants, employees and agents of the Province, including the Provincial Representatives, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province or the servants, employees and agents of the Province, including the Provincial Representatives, may sustain, incur, suffer or be put to by reason of any act or omission of the Organization, or by any servant, employee, or agent of the Organization carrying out or completing the Project.

20. SURVIVAL

20.1 Sections 4.5, 10, 11, 13 and 19 continue in force indefinitely, even after this Agreement ends.

21. SIGNATURES

21.1 This Agreement maybe signed in counterparts.

22. APPENDICES

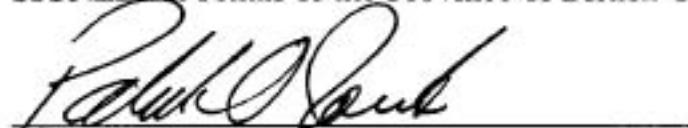
22.1 Appendices 1, 2 and 3 are part of this Agreement.

ACCEPTANCE

Please confirm your acceptance of the terms and conditions of this Agreement, by dating and executing all three copies of this Agreement in the space and manner indicated below and returning two copies to me, free of any conditions, at your earliest convenience. You may retain one copy for your records. Note that in signing or executing below, you are committing to an agreement, which is binding on the Nisga'a Nation.

The Province recognizes that the Project is a positive and valuable contribution to the promotion of economic development in British Columbia. I look forward to receipt of your confirmation.

SIGNED on behalf of the Province of British Columbia, this 23 day of May 2006.



Patrick O'Rourke, Assistant Deputy Minister
Offshore Oil and Gas Division
Ministry of Energy, Mines and Petroleum Resources

Agreed to this 17th day of May, 2006

SIGNED on behalf of the Nisga'a Nation



Nelson Leeson, President
Nisga'a Nation

Appendix 1

PROPOSAL TO BRITISH COLUMBIA

for the development of an offshore oil and gas information project

for the Nisga'a Nation

March 29, 2006

A. INTRODUCTION AND BACKGROUND

On May 11, 2000, The Nisga'a Final Agreement between the Nisga'a Nation, Her Majesty in right of Canada, and Her Majesty in right of British Columbia came into force. It is a treaty and a land claims agreement within the meaning of s. 25 and s. 35 of the *Constitution Act, 1982*.

On January 5, 2005, the Nisga'a Nation and the Province of British Columbia entered into a Protocol Respecting Offshore Oil and Gas. In the Protocol, the Parties acknowledged that exploration and development of offshore oil and gas must be done in an environmentally responsible and scientifically sound manner. They stated that the Nisga'a Final Agreement between the Nisga'a Nation and British Columbia is, to date,

“the only land claims agreement or modern treaty that has been entered into in British Columbia and includes provisions binding on the Parties, and on all persons, in respect of matters that could be affected by exploration and development of offshore oil and gas, including provisions in respect of lands, fisheries, wildlife, and environmental assessment and protection”.

Under section 2.1 of the Protocol, the Parties have acknowledged that they share an interest in:

- “(a) identifying and understanding the potential environmental, economic, social and cultural benefits, risks or opportunities arising from exploration and development of offshore oil and gas;
- (b) identifying the interests and concerns that the Nisga’a Nation may have in relation to exploration and development of offshore oil and gas;
- (c) exploring how the interests and concerns of the Nisga’a Nation could be addressed through their potential involvement in the regulation, environmental assessment and management of the exploration and development of offshore oil and gas; and
- (d) collaborating on the provision of information and education materials to Nisga’a citizens in respect of exploration and development of offshore oil and gas.”

B. PURPOSE

The Purpose of the Nisga’a Nation’s Offshore Oil and Gas Information Project (the “Project”) is to take initial steps to implement section 3.1 of the Protocol between the Nisga’a Nation and the Province, which reads:

“The Parties intend to work collaboratively to provide information about potential exploration and development of offshore oil and gas to Nisga’a citizens by:

- a) identifying information needs of the Nisga’a Nation in respect of the exploration and development of offshore oil and gas;
- b) adapting information on exploration and development of offshore oil and gas to address the Nisga’a Nation information needs;

- c) sharing information and educational materials on exploration and development of offshore oil and gas; and
- d) conducting information events for the Nisga'a Nation."

The objective of the project will be to:

- inform the NLG, officers and key employees about potential future offshore oil and gas exploration and development;
- bring information into the Nisga'a communities and urban locals and solicit information from Nisga'a citizens about offshore oil and gas issues;
- engage Nisga'a citizens on the issue of offshore oil and gas exploration and development and raise their level of knowledge and awareness of offshore oil and gas issues which will, in turn, allow them to form informed opinions about the issues; and
- allow for continued engagement of the Nisga'a Nation on these issues through attending workshops, acquiring updated information and continuing a dialogue with the Province.

The project will include the following:

1. Hiring a project coordinator and assistant on contract and creating an Offshore Oil and Gas Project Working Group for the Nisga'a Nation to carry out the Project.
2. Obtaining and providing critical information on offshore oil and gas exploration and development in order to develop an information package and to present a workshop for the Nisga'a Lisims Government ("NLG") executive, officers and key employees.
3. Refining the information package and creating a power point presentation for presentation at community workshops at each of the four communities and at the three Nisga'a urban locals. The information package will also be disseminated by mail to each Nisga'a citizen.
4. Designing and distributing a survey and conducting follow-up interviews to canvass the views of Nisga'a citizens on offshore oil and gas exploration and development.
5. Organizing and implementing a fact finding trip to Cook Inlet for key Nisga'a Nation representatives.

6. Participating in oil and gas workshops, including a facilitated workshop for, NLG executive, officers and key employees to develop future strategies in respect of offshore oil and gas issues.

C. PROJECT IMPLEMENTATION

Implementation of the project will be overseen by the Nisga'a Lisims Government. The day-to-day implementation of the project will be the responsibility of an offshore oil and gas project coordinator (the "Coordinator") who will be retained on contract by the Nisga'a Lisims Government executive and will report to the CEO of the NLG or his designate. An Offshore Oil and Gas Project Working Group (the "Working Group") will be put together and will include current staff members as well as the Coordinator and Assistant.

The Project will be implemented in eight phases:

1. Hire a project coordinator and assemble an Offshore Oil and Gas Project Working Group;
2. Create an information package for a workshop for NLG;
3. Conduct a workshop for NLG executive, officers and key employees;
4. Refine the information package and develop a power point presentation for community workshops;

5. Conduct community workshops each of the four Nisga'a communities and each of the urban locals;
6. Organize and implement a fact finding trip to Cook Inlet;
7. Conduct a survey and interviews to obtain views of Nisga'a citizens;
8. Participate in ongoing workshops and organize and carry out a facilitated workshop for the NLG executive, officers and key employees level to continue to develop interest statements and strategy regarding offshore oil and gas exploration and development.

D. PHASES FOR IMPLEMENTATION

1. Project Coordinator

Hire a project coordinator and assistant and assemble an Offshore Oil and Gas Project Working Group.

Target Date for commencement of contract for Coordinator and Assistant: April 1, 2006.

2. Initial Information Gathering and Preparation for Workshop

This stage of the project will focus on obtaining information on exploration and development of offshore oil and gas, creating an information package and finalizing preparations for an offshore oil and gas information workshop for the Nisga'a Lisims Government executive, officers, and key employees.

Target Date for completion: April 24, 2006

3. Workshop

Preparation for the workshop for Nisga'a Lisims Government executive will be carried out by the Coordinator, Assistant and the Working Group with the assistance of an environmental consulting firm. The workshop will be held at the Nisga'a Lisims Government building in New Aiyansh for one day. The workshop will be for Nisga'a Lisims Government executive, officers and key employees.

The workshop will be dedicated to providing an overview of the issues relevant to offshore oil and gas exploration and development in British Columbia.

The workshop may include direct participation from the B.C. Offshore Oil and Gas Division and an environmental consulting firm, and, potentially, industry representatives.

Agenda topics may include:

- historical background (history of oil and gas activities in British Columbia, Canada, internationally and the history of the moratorium)
- scientific background (resource and resource potential including information relevant to basins off the west coast of British Columbia)
- phases of offshore oil and gas exploration, discovery, development and decommissioning
- offshore oil and gas activity on the east coast of Canada
- offshore technology, risks and benefits of offshore oil and gas exploration and development
- role of regulation of the offshore oil and gas industry in British Columbia
- direct and indirect benefits and opportunities from offshore oil and gas

Following the NLG executive workshop, the Working Group will report out to the British Columbia Offshore Oil and Gas Division in writing, summarizing the workshop, including topics covered and any outcomes.

The target date for holding this workshop is April 27, 2006.

4. The Information Package

An offshore oil and gas information package (the "Package") will be developed by the Working Group in order to provide critical pieces of offshore oil and gas information to Nisga'a citizens in a format that can be easily understood by them. The information package both for presentation at the workshops and in written form will be written in plain language and will consist of a power point presentation, handouts, poster boards, and written materials.

The development of the Package will rest with the Coordinator, Assistant and the Working Group. Information will be obtained from various sources, including presentations from papers at the NLG executive workshop and a review of existing information regarding offshore oil and gas from government, industry, environmental organizations and First Nations.

A progress report which includes the Package and a copy of the power point presentation will be provided to the B.C. Offshore Oil and Gas Division upon its completion.

The target date for completing the Package will be May 31, 2006.

5. Presentation of Offshore Oil and Gas Information

The Working Group will provide an update on its activities at the Nisga'a Lisims Government Special Assembly to be held May 1 – 5, 2006 in Gitwinksihlkw.

This update will be followed by community workshops in each of the four Nisga'a communities in the Nass Valley followed by community meetings at each of Nisga'a urban locals to provide information on offshore oil and gas exploration and development to Nisga'a citizens.

The workshops will be conducted by the Coordinator, the Assistant and the Working Group.

In advance of the community workshops, the information package will be mailed to each household in the 4 Nisga'a communities and couriered for distribution to Nisga'a citizens living in the urban locals by mail or delivery. It will also be published on the Nisga'a Nation website.

Following the completion of all community workshops and mail out of the information package, the Working Group will report to the B.C. Offshore Oil and Gas Division in writing setting out the dates and locations of each workshop and providing a summary of the topics covered.

The target date for completing all community workshops is June 30, 2006.

6. Fact Finding Trip to Cook Inlet

A three day fact finding trip to Cook Inlet will be coordinated to provide representatives from the Nisga'a Nation with first hand experience regarding the development of offshore oil and gas in Alaska. Nisga'a representatives will include the Coordinator, the

Economic Development Officer, Fisheries Manager, NLG Officers, a representative of an environmental consulting firm and a youth representative.

Field trips to oil and gas development facilities will be made and information will be gathered from groups and individuals on all sides of the offshore oil and gas issue in Alaska (First Nations, environmental, community, fisheries, etc.). Information obtained from the trip will be presented at the final facilitated workshop.

Following the completion of the Cook Inlet trip, the Working Group will report out to the B.C. Oil and Gas Division in writing providing a summary of the trip, including names of the trip participants, dates travelled, a brief summary of the trip itinerary and any meetings held.

The target period for conducting the fact finding trip is September 30, 2006.

7. Survey & Interviews

A Survey will be designed to identify the information needs of Nisga'a citizens and to elicit the views of Nisga'a citizens on offshore oil and gas exploration and development. It will be distributed to Nisga'a citizens living in the Nass Valley and in urban centers through British Columbia. The survey will be developed by the Working Group. After the survey is received by Nisga'a citizens, interviews will be conducted with those who have expressed an interest in the Project or who have requested follow-up information.

The results of the survey and interviews will assist in the development of an interest statement and strategy regarding offshore oil and gas exploration and development.

Consultants will be retained to assist in the development of a survey. Current staff of the Nisga'a fisheries and wildlife department will be assisting in conducting interviews. A sample of the survey and a summary of the survey results will be provided to the B.C. Offshore Oil and Gas Division upon completion of the analysis and survey results.

The target date for drafting, completing and mailing the survey will be September 30, 2006 with a target closing date for return of the completed surveys being October 31, 2006, and a target date for completion of the interviews being November 30, 2006.

8. Attendance at Offshore Oil and Gas Workshops

a) Generally

The Coordinator and an additional Working Group member will attend workshops held by industry, government or private interests to assist in gathering and developing the information package, developing collective interest statements and developing a strategy for the Nisga'a Nation regarding offshore oil and gas exploration and development.

The Working Group will report to the B.C. Oil and Gas Division in writing at the conclusion of the project setting out the workshops and events attended by the Coordinator or Working Group members. The report will include the names of representatives and the dates attended.

b) **Facilitated Workshop to Develop Interest Statements Regarding Offshore Oil and Gas Exploration and Development**

A facilitated workshop for Working Group members, NLG executive, officers and key employees will be conducted once all of the community presentations have been held and surveys have been completed and the responses compiled and analyzed.

During this phase of the Project, government, industry representatives and other stakeholders will be invited to make a presentation to the Working Group regarding current offshore oil and gas issues, recent technologies and advances in low impact exploration and development of oil and gas, and opportunities for economic development arising from exploration and development of oil and gas.

The workshop will include presentations from First Nations presenters from Northern and Maritime Canada with experience in negotiating benefits for their communities around oil and gas interests, experts and speakers from government, industry (i.e. Shell Canada, Ocean Industries BC or the Canadian Association of Petroleum Producers), and an environmental consulting firm.

The purpose of the Workshop will be to:

- Obtain further information on offshore oil and gas exploration and development from all stakeholders.

- Develop an interest statement of the Nisga'a Nation in respect of exploration and development of offshore oil and gas;
- Develop a strategy on future participation in offshore oil and gas discussions with British Columbia;
- Develop next steps for continuing to implement the Protocol;
- Identifying capacity needs in order to engage in future offshore oil and gas discussions

Following this workshop, the Working Group will report to the B.C. Oil and Gas Division in writing summarizing the particulars of the workshop.

The target date for conducting the workshop is prior to February 15, 2007.

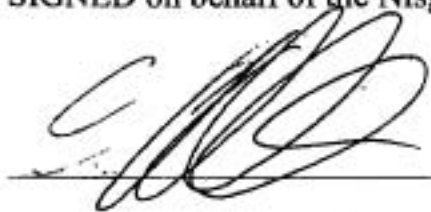
TIMEFRAME FOR COMPLETION OF THE PROJECT AND DELIVERABLES

	Description of Activity	Target Completion Date
1.	Hire project coordinator and assemble working group	April 1, 2006
2.	Develop information package for workshop	April 24, 2006
3.	Conduct workshop and report to B.C. Offshore Oil and Gas Division	April 27, 2006
4.	Create full information package for presentation at community and urban local workshops and provide progress report to B.C. Offshore Oil and Gas Division	May 31, 2006
5.	Conduct workshop for communities and urban locals and report to B.C. Offshore Oil and Gas Division	June 30, 2006
6.	Participate in fact finding trip to Cook Inlet and report to B.C. Offshore Oil and Gas Division	September 30, 2006
7.	Conduct survey and interviews and report to B.C. Offshore Oil and Gas Division	November 30, 2006
8.	Attend workshops, conduct facilitated workshop and report to B.C. Offshore Oil and Gas Division	February 15, 2007

Budget

	Description	Budget Amount
1&2	Project Coordination (includes initial info gathering and workshop prep)	██████████
3	Conduct Workshop	██████████
4	Create full information pkg.	██████████
5	Workshops for communities and urban locals	██████████
6	Fact finding trip to Cook Inlet	██████████
7	Survey and Interview	██████████
8	a) Attendance at Workshops b) Facilitated Workshops	██████████
	Total	\$283,495

SIGNED on behalf of the Nisga'a Nation this 29th day of MARCH, 2006.



JK Gledel
Witnessed by

REVISED TIMEFRAME FOR COMPLETION OF THE PROJECT AND DELIVERABLES

	Description of Activity	Target Completion Date
1.	Hire project coordinator and assemble working group	May 15, 2006
2.	Develop information package for workshop	June 15, 2006
3.	Conduct workshop and report to B.C. Offshore Oil and Gas Division	June 30, 2006
4.	Create full information package for presentation at community and urban local workshops and provide progress report to B.C. Offshore Oil and Gas Division	July 15, 2006
5.	Conduct workshop for communities and urban locals and report to B.C. Offshore Oil and Gas Division	August 31, 2006
6.	Participate in fact finding trip to Cook Inlet and report to B.C. Offshore Oil and Gas Division	September 30, 2006
7.	Conduct survey and interviews and report to B.C. Offshore Oil and Gas Division	November 30, 2006
8.	Attend workshops, conduct facilitated workshop and report to B.C. Offshore Oil and Gas Division	March 15, 2007

APPENDIX 2

Project Budget:

Wages & Salaries	████████
WCB Expense	████████
CPP Expense	████████
EI Expense	████████
Vacation Pay	████████
Professional Services - Consulting Fees	████████
Travel & Accommodation	████████
Per Diems	████████
Accommodation/Meals	████████
Training – Course Fees	████████
Training – Travel & Accommodation	████████
Materials & Supplies	████████
Photocopying	████████
Postage	████████
Printed Materials	████████
Rent	████████
Telephone Expenses	████████
Meeting Room Rentals	████████
Total	283,495

****Note – figures are based on a more detailed budget which is on file and was provided by the Nisga'a Nation.**

APPENDIX 3

CERTIFICATE OF EXPENDITURES

(Section 11.1(b)(ii))

(The following must be provided by a senior official of the Organization who has financial responsibility within the Organization and the authority to sign the Certificate of Expenditures.)

I have examined the attached Financial Statement, including supporting documentation, invoices, receipts and any reports or other materials required to be produced under the agreement entered into between Her Majesty the Queen in Right of British Columbia as represented by the Offshore Oil and Gas Division and the Nisga'a Nation (the "Organization") dated _____, 20__ (the "Contribution Agreement"). I have read the Contribution Agreement, including all supporting Appendices and other related documentation. Having done so, I certify that:

- 1) The Financial Statement is accurate, complete and sets out all expenditures for all Eligible Costs identified in the Budget which is Appendix "2" of the Contribution Agreement.
- 2) All expenditures set out in the Financial Statement are "Eligible Costs" as defined in the Contribution Agreement.
- 3) The "Project" as defined in the Contribution Agreement has been completed.
- 4) Original copies of all documentation supporting expenditures set out in the Financial Statement are on file at _____.
- 5) The Financial Statements and all of the documentation referred to in paragraph 4 will be retained by the Organization for at least three years and made available for review by any authorized representative of the Province, including a person from the Office of the Auditor General or the Office of the Comptroller General on reasonable notice.

Authorized Signatory

Date

(Print Name and Position in the Organization)