

PATHWAY FORWARD 2.0 AMENDING AGREEMENT #2
(the "Amending Agreement #2")

BETWEEN:

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

("B.C.")

AND:

BURNS LAKE, NADLEH WHUTEN, NAK'AZDLI WHUT'EN, SAIK'UZ FIRST NATION, STELLAT'EN FIRST NATION, TAKLA NATION, and TL'AZT'EN NATION, each on their own behalf and on behalf of their members

("CSFNs")

AND:

CARRIER SEKANI TRIBAL COUNCIL, a society under the *Societies Act*, S.B.C. 2015, c. 18

("CSTC")

(Hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**")

WHEREAS:

- A. The Parties executed the Pathway Forward 2.0 Agreement on December 2, 2019;
- B. The Parties entered into the Pathway Forward 2.0 Amending Agreement #1 on March 31, 2020;
- C. Section 10.14 of the Pathway Forward 2.0 Agreement provides that the Parties may amend that agreement in writing; and
- D. The Parties wish to amend the payment schedule for the Economic Development Fund (as such term is defined in the Pathway Forward 2.0 Agreement) and the timelines for developing a framework for the Parties' regional economic development initiative pursuant to the Pathway Forward 2.0 Agreement, all as set out in this Amending Agreement #2.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements hereinafter set out, the Parties hereby agree as follows:

PART 1 - PURPOSE

- 1.1 **Purpose.** The purpose of this Amending Agreement #2 is to amend the payment schedule for the Economic Development Fund and the timelines for developing a framework for the Parties' regional economic development initiative pursuant to the Pathway Forward 2.0 Agreement.

PART 2 - AMENDMENTS

- 2.1 **Regional Economic Development Initiative.** In the Amending Agreement #1, the Parties amended section 5.3 of the Pathway Forward 2.0 Agreement. The Parties hereby agree to delete section 5.3 of the Pathway Forward 2.0 Agreement in its entirety, as it was amended by section 2.1 of the Amending Agreement #1, and to replace it with the following:

5.3 Regional Economic Development Initiative.

- (a) The Parties will take the following steps to contribute to the joint development of their regional economic development initiative prior to March 31, 2022:
 - (i) jointly develop a terms of reference for an economic development advisory committee (the "**Advisory Committee**"); and
 - (ii) establish the Advisory Committee and jointly appoint its members.
- (b) As a priority starting on April 1, 2022, the Parties will work collaboratively to jointly develop a framework for the Parties' regional economic development initiative, taking into account any recommendations from the Advisory Committee and the outcome of engagement with local governments.

- 2.2 **Economic Development Fund.** In the Amending Agreement #1, the Parties amended section 5.5 of the Pathway Forward 2.0 Agreement. The Parties hereby agree to delete section 5.5 of the Pathway Forward 2.0 Agreement in its entirety, as it was amended by section 2.2 of the Amending Agreement #1, and to replace it with the following:

5.5 Economic Development Fund.

B.C. will pay \$70,000,000 to CSTC, on behalf of the CSFNs, to establish a fund to support CSFN economic development initiatives (the "**Economic Development Fund**") as follows:

- (a) \$10,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
- (b) \$10,000,000 on or before March 31, 2020; and
- (c) the following amounts after the Parties have established the Advisory Committee pursuant to section 5.3(a)(ii):
 - (i) \$20,000,000 after receiving a funding report in respect of the payments made pursuant to sections 5.5(a) and (b) in substantially the form set out in **Schedule "B" ("Funding Report")** on or before March 31, 2022; and
 - (ii) \$30,000,000 on or before April 30, 2022 (collectively, the "**Economic Development Fund Payments**").

- 2.3 **Economic Development Fund Report.** The Parties agree to add the following new section 5.5.1 to the Pathway Forward 2.0 Agreement:

5.5.1 Economic Development Fund Report. The CSFNs will provide a report in substantially the form as the Funding Report in Schedule "B" to B.C. on or before September 30, 2022 in respect of payments made pursuant to section 5.5(c).

PART 3– GENERAL PROVISIONS

- 3.1 **CSFN and CSTC Representations and Warranties.** Each CSFN and the CSTC represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Amending Agreement #2, that they have the legal power, capacity and authority to enter into this Amending Agreement #2 on their own behalf and on behalf of their members and this Amending Agreement #2 is a valid and binding obligation upon them.
- 3.2 **B.C. Representations and Warranties.** B.C. represents and warrants to CSTC and each CSFN, with the intent and understanding that the CSTC and CSFNs will rely on them in entering into this Amending Agreement #2, that it has the authority to enter into this Amending Agreement #2 and that this Amending Agreement #2 is a valid and binding obligation upon B.C.
- 3.3 **Authority to enter Agreement.** Upon request by B.C. during the Term, each CSFN will deliver to B.C. a band council resolution , and CSTC will deliver to B.C. a resolution, as soon as reasonably practicable confirming approval of this Amending Agreement #2 and the authority of its representative to sign this Amending Agreement #2.
- 3.4 **Term.** The term of this Amending Agreement #2 will commence on March 31, 2022 and end on the earliest of (i) March 31, 2023, or (ii) a Party's termination of the Pathway Forward 2.0. Agreement pursuant to section 9.23, whichever is sooner ("**Term**").
- 3.5 **Not a Treaty.** The Parties agree:
- (a) this Amending Agreement #2 does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
 - (b) this Amending Agreement #2 does not define, limit, amend, abrogate or derogate from any of the CSFNs' Aboriginal title or rights; and
 - (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.
- 3.6 **No Admissions.** Nothing in this Amending Agreement #2 will be construed as:
- (a) an admission by B.C. that any forest or range decision has or will result in an infringement of any Carrier Sekani Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - (b) an admission by B.C. that it has an obligation to provide financial or economic accommodation or compensation for any infringement of any Carrier Sekani

Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*; or

- (c) in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties, except as expressly contemplated in this Amending Agreement #2.

3.7 **Funding.** Notwithstanding any other provision of this Amending Agreement #2, the amount of any funding provided by B.C. under the terms of this Amending Agreement #2 is subject to:

- (a) the appropriation of funds by the Legislative Assembly of British Columbia;
- (b) the Treasury Board, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, as amended, not having controlled or limited expenditure under any appropriation referred to in section 10.9(a); and
- (c) an appropriation being available for this Amending Agreement #2 in the fiscal year when the payment falls due, within the meaning of subsection 28(1) of the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended.

3.8 **Amendment.** This Amending Agreement #2 may only be amended by agreement of all Parties in writing.

3.9 **Execution in Counterpart.** This Amending Agreement #2 may be entered into by each Party signing a separate copy of this Amending Agreement #2 and delivering it to the other Party by facsimile or e-mail transmission.

(The rest of this page intentionally left blank)

IN WITNESS WHEREOF the Parties have executed this Amending Agreement #2, as set out below:

**PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Indigenous Relations and Reconciliation**

Per: 
Authorized Signatory

Name: Murray Rankin

Date: March 31, 2022

**CARRIER SEKANI TRIBAL COUNCIL,
on their own behalf and on behalf of
their members**

Per: 
Authorized Signatory

Name: Robert Michell

Date:

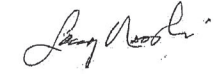
**BURNS LAKE on their own behalf and on
behalf of their members**

DocuSigned by:
Per: 
Authorized Signatory

Name: Clayton Charlie

Date:

**NADLEH WHUTEN on their own behalf
and on behalf of their members**

Per: 
Authorized Signatory

Name: Larry Nooski

Date:

**NAK'AZDLI WHUT'EN on their own behalf
and on behalf of their members**

DocuSigned by:
Per: 
Authorized Signatory

Name: Aileen Prince

Date:

**SAIK'UZ FIRST NATION on their own
behalf and on behalf of their members**

DocuSigned by:
Per: 
Authorized Signatory

Name: Priscilla Mueller

Date:

STELLAT'EN FIRST NATION on their own behalf and on behalf of their members

DocuSigned by:
Per: Robert Michell
C4CDB036A9C645F...
Authorized Signatory
Name: Robert Michell

Date:

TAKLA NATION on their own behalf and on behalf of their members

DocuSigned by:
Per: John French
41053C0268E3497...
Authorized Signatory
Name: John French

Date:

TL'AZT'EN NATION on their own behalf and on behalf of their members

DocuSigned by:
Per: Ron Winser
21B40E4ED4A04D7...
Authorized Signatory
Name: Ron Winser Aileen Prince

Date: