

**Amendment  
to the  
Settlement Agreement**

Dated June 28, 2021

**AMONG:**

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

(the "Province")

**AND:**

**CHESLATTA CARRIER NATION**, on behalf of itself and the Cheslatta t'en, as represented by Chief  
and Council

("Cheslatta")

(individually a "Party" and collectively the "Parties")

**WHEREAS:**

- A. the Parties have entered into the Settlement Agreement dated for reference March 28, 2019 (the "Settlement Agreement") which includes a commitment for the transfer of land;
- B. pursuant to the Settlement Agreement, the Parties agreed that each Lands Parcel, as defined in the Settlement Agreement, would be surveyed in accordance with specified terms; and
- C. the Parties wish to amend the Settlement Agreement to modify terms relating to the surveying of the Lands Parcels to provide for the option of additional approaches by agreement;

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1. The Settlement Agreement is amended by adding the following section 9.4:

"9.4 Notwithstanding sections 9.1, 9.2, 10.1, 13.1, 13.2, and 13.3, the Parties agree as follows:

- (a) BC and Cheslatta may, by agreement, determine which Party will be responsible for the surveying of particular Lands Parcels and the associated costs;
- (b) either BC or Cheslatta may determine, in their sole discretion, that they do not wish to determine survey arrangements or costs pursuant to subsection (a); and

(c) in the event no agreement is reached pursuant to subsection (a), for any reason, the provisions of sections 9.1, 9.2, 10.1, 13.1, 13.2, and 13.3 will govern survey arrangements and costs."

2. In all other respects the Settlement Agreement shall remain in full force and effect and is hereby ratified and confirmed.
3. Time shall continue to be of the essence in this agreement. This agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
4. This Agreement may be entered into by each Party signing a separate copy of this agreement (including a photocopy, email or facsimile copy) and delivering it to the other Party by email or facsimile transmission.

**IN WITNESS WHEREOF** this Agreement has been executed by each the BC and Cheslatta as of the day and year first above written.

**Cheslatta Carrier Nation**

As represented by Chief and Counsel

Chief

  
CORRINA HEWEEN

Councillor

  
JANET WHITFORD

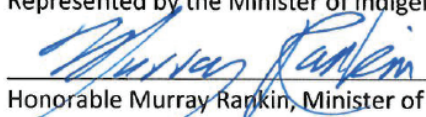
Councillor

Witness of Cheslatta Carrier Nation signatures

Name:   
MIKE ROBERTSON

Signed on behalf of the

**Her Majesty the Queen in Right of the Province of British Columbia, as  
Represented by the Minister of Indigenous Relations and Reconciliation**

  
Honorable Murray Rankin, Minister of  
Indigenous Relations and Reconciliation

Witness of Minister of Indigenous Relations and Reconciliation signature

Name:   
LUCINDA YEUNG