

**AMENDING AGREEMENT TO
KASKA DENA COUNCIL INCREMENTAL TREATY AGREEMENT**

This Amending Agreement is dated for reference the 13th day of December, 2016 (the “**Effective Date**”).

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia,
represented by the Minister of Aboriginal Relations and Reconciliation

hereinafter, the “**Province**”

AND:

Kaska Dena Council on behalf of Daylu Dena Council, Dease River First Nation
and Kwadacha First Nation

hereinafter, the “**BC Kaska Dena**”

Collectively referred to as the “**Parties**” and individually referred to as a “**Party**”

WHEREAS:

- A. The BC Kaska Dena and the Province entered into an Incremental Treaty Agreement dated April 10, 2013 (the “**Incremental Treaty Agreement**”); and
- B. The Parties wish to amend certain provisions of the Incremental Treaty Agreement in respect of the Lands referenced in that agreement.

NOW THEREFORE the Parties agree as follows:

PART 1 – INTERPRETATION

1.1 Definitions

In this Agreement:

“**Amending Agreement**” means this Amending Agreement between the BC Kaska Dena and the Province.

1.2 Other Words and Expressions

Words and expressions not defined in this Amending Agreement but defined in the Incremental Treaty Agreement have the meanings ascribed to them in the Incremental Treaty Agreement.

1.3 List of Attachments

Attachment 1:	Good Hope Lake - South
Attachment 2:	Keane Lake
Attachment 3:	Cotton Lake
Attachment 4:	Fireside
Attachment 5:	Liard Bench
Attachment 6:	GST Certificate
Attachment 7:	Liard Bench Gate
Attachment 8:	Amending Agreement Band Council Resolutions

PART 2 – AMENDMENTS

2.1 Amendments to ITA

The Parties agree that the Incremental Treaty Agreement shall be amended as follows:

- (a) The list of schedules on page 3 of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:

“Schedule “1” – Maps of Lands for Illustrative Purposes

Schedule 1-1:	Lower Post Mill
Schedule 1-2:	Old Faddy
Schedule 1-3:	Rapid River
Schedule 1-4:	Good Hope Lake – South
Schedule 1-5:	Troutline Intake
Schedule 1-6:	Troutline Powerhouse
Schedule 1-7:	Obo Lake Camp
Schedule 1-8:	Fort Ware North
Schedule 1-9:	Finbow
Schedule 1-10:	Turnagain River
Schedule 1-11:	Keane Lake
Schedule 1-12:	Cotton Lake
Schedule 1-13:	Fireside
Schedule 1-14:	Liard Bench

Schedule “2” – Permitted Encumbrances

Schedule 2-1:	Permitted Encumbrances
Schedule 2-2:	Interests Not Registered on Title

Schedule “3” – Instruments of Registration

Schedule 3-1:	BC Hydro Incremental Treaty Distribution Statutory Right-of-Way
Schedule 3-2:	Agreement for Forest Research Plots: Growth and Yield Site 85-21-20G

Schedule “4” – Additions to Reserve Restrictive Covenant

Schedule “5” – Designated Company Agreement

Schedule “6” – GST Certificate

Schedule “7” – Band Council Resolutions

- (b) The following definitions are added to section 1.1 (*Definitions*) of the Incremental Treaty Agreement in the appropriate alphabetical order:

“**GST**” means the goods and services tax imposed under the *Excise Tax Act* (Canada);”

“**PST**” means the sales tax imposed under the *Provincial Sales Tax Act*;

- (c) The definition of “HST” in section 1.1 (*Definitions*) of the Incremental Treaty Agreement is hereby deleted in its entirety.
- (d) The definition of “Lands” in section 1.1 (*Definitions*) of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:

“**Lands**” means any or all of the following:

- a) “**Lower Post Mill**” means the area as shown for illustrative purposes in Schedule 1-1;

“**Old Faddy**” means the area as shown for illustrative purposes in Schedule 1-2;

“**Rapid River**” means the area as shown for illustrative purposes in Schedule 1-3;

“**Good Hope Lake – South**” means the area as shown for illustrative purposes in Schedule 1-4;

“**Troutline Intake**” means the area as shown for illustrative purposes in Schedule 1-5;

“**Troutline Powerhouse**” means the area as shown for illustrative purposes in Schedule 1-6;

“**Obo Lake Camp**” means the area as shown for illustrative purposes in Schedule 1-7;

“**Fort Ware North**” means the area as shown for illustrative purposes in Schedule 1-8;

“**Finbow**” means the area as shown for illustrative purposes in Schedule 1-9;

“**Turnagain River**” means the area as shown for illustrative purposes in Schedule 1-10;

“**Keane Lake**” means the area as shown for illustrative purposes in Schedule 1-11;

“**Cotton Lake**” means the area as shown for illustrative purposes in Schedule 1-12;

"Fireside" means the area as shown for illustrative purposes in Schedule 1-13; and

"Liard Bench" means the area as shown for illustrative purposes in Schedule 1-14; or

- b) following completion and approval of the surveys of each of those Lands identified in a), as set out in Subsection 5.2 f), the areas legally described in those surveys, which for greater certainty, will not include any land below the natural boundary (as defined in the *Land Act*) and the area of any Crown Corridor;"

- e) Section 1.3 (*Schedules*) of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:

"1.3 Schedules. The following are the Schedules to this Agreement:

Schedule "1" – Maps of Lands;
Schedule "2" – Permitted Encumbrances;
Schedule "3" – Instruments of Registration;
Schedule "4" – Form C Additions to Reserve Restrictive Covenant;
Schedule "5" – Agreement of Designated Company;
Schedule "6" – GST Certificate; and
Schedule "7" – Band Council Resolutions."

- f) Section 3.3 (Termination on Litigation) of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:

"3.3 Termination on Litigation. Notwithstanding 3.2, in the event the BC Kaska Dena commences, becomes a party to, or takes any steps to advance any court action or other legal proceeding relating to any Governmental Action within the Traditional Territory, the Province may terminate this Agreement, including the transfer of any Lands which have not been completed, except in respect of its obligations to transfer the "Lands" identified as "Cotton Lake", "Fireside", "Good Hope Lake – South", "Keane Lake" and "Liard Bench"."

- g) The following subsection is added to section 5.2 (*Conditions Precedent to Land Transfers*) of the Incremental Treaty Agreement as the new subsection 5.2 h):

"h) the Province being satisfied that, with respect to the transfer of each of the Lands identified as "Cotton Lake", "Fireside", "Good Hope Lake – South", "Keane Lake" and "Liard Bench", it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal Rights to such Lands by First Nations other than the Daylu Dena Council, Dease River First Nation or Kwadacha First Nation."

- h) Section 6.2 (*Closing Deliveries by the Province*) of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:

“6.2 Closing Deliveries by Province. Subject to the Permitted Encumbrances and the terms of this Agreement, including the satisfaction or waiver of the conditions precedent under Sections 5.1 and 5.2, the Province will provide the Designated Company identified under Section 6.1 with a Crown Grant to the Lands as follows:

- a) Lower Post Mill, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- b) Old Faddy, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- c) Rapid River, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- d) Good Hope Lake - South, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- e) Troutline Intake, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- f) Troutline Powerhouse, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- g) Obo Lake Camp, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- h) Fort Ware North, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- i) Finbow, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- j) Turnagain River, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- k) Keane Lake, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- l) Cotton Lake, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date;
- m) Fireside, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date; and
- n) Liard Bench, within 120 days after the issuance of a ministerial order under Subsection 5.2 g) after the ITA Date.”

- i) Subsections 6.3(c) and 6.3(d) of the Incremental Treaty Agreement are hereby deleted in their entirety and replaced with the following:

“c) a certificate signed by an officer of the Designated Company in the form attached as Schedule “6” confirming the Designated Company’s GST registration number and registered status;

- d) a letter of undertaking signed by the BC Kaska Dena legal counsel, undertaking, among other things, that the restrictive covenant (Schedule “4”) will be submitted for filing concurrently with the Crown Grant and that the Province will be provided with a signed copy of the Designated Company Agreement (Schedule “5”) and the GST Certificate (Schedule “6”); and”
- j) Section 9.3 (*HST and Charges*) of the Incremental Treaty Agreement is hereby deleted in its entirety and replaced with the following:
- “9.3 **GST and Charges.** The BC Kaska Dena is responsible for any federal or provincial sales tax, including GST and any other transfer or registration charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.”
- k) The cover page of schedule “1” (*Map of Lands for Illustrative Purposes*) of the Incremental Treaty Agreement is deleted in its entirety and replaced with the following:
- “Schedule “1” – Map of Lands for Illustrative Purposes
- Schedule 1-1: Lower Post Mill
- Schedule 1-2: Old Faddy
- Schedule 1-3: Rapid River
- Schedule 1-4: Good Hope Lake – South
- Schedule 1-5: Troutline Intake
- Schedule 1-6: Troutline Powerhouse
- Schedule 1-7: Obo Lake Camp
- Schedule 1-8: Fort Ware North
- Schedule 1-9: Finbow
- Schedule 1-10: Turnagain River
- Schedule 1-11: Keane Lake
- Schedule 1-12: Cotton Lake
- Schedule 1-13: Fireside
- Schedule 1-14: Liard Bench”

- l) In schedule “1” (*Map of Lands for Illustrative Purposes*) to the Incremental Treaty Agreement:
 - i. the following schedule is replaced with the following attachment to this Amending Agreement: replace schedule 1-4 with Attachment “1” (Good Hope Lake – South); and
 - ii. the following attachments to this Amending Agreement are added as schedules: Attachment “2” (Keane Lake) becomes schedule 1-11; Attachment “3” (Cotton Lake) becomes schedule 1-12; Attachment “4” (Fireside) becomes schedule 1-13; and Attachment “5” (Liard Bench) becomes schedule 1-14.
- m) Schedule “6” (*GST Certificate*) to the Incremental Treaty Agreement is replaced in its entirety with Attachment “6” (GST Certificate) to this Amending Agreement.

PART 3 – TROUTLINE PARCELS

3.1 Obligations Previously Satisfied

The BC Kaska Dena acknowledges and agrees that the Province has previously satisfied its obligations to transfer the Troutline Parcels (as defined below) in accordance with the Incremental Treaty Agreement.

3.2 Transfer to Province

The Parties acknowledge that 0995817 B.C. Ltd. will transfer back to the Province fee simple title to the parcels of land identified as “Troutline Intake” and “Troutline Powerhouse” in the Incremental Treaty Agreement and legally described as District Lot 7385 Cassiar District and Block A District Lot 7384 Cassiar District (collectively, the “**Troutline Parcels**”) in accordance with the Land Transfer Agreement between the Province and 0995817 B.C. Ltd. dated July 12, 2016 as soon as practicable after the Effective Date.

3.3 No Further Obligations

The BC Kaska Dena acknowledge and agree that the Province has no further obligation with respect to the transfer of the Troutline Parcels under the Incremental Treaty Agreement.

PART 4 – REPLACEMENT OF PARCELS

4.1 Replacement of Lands as Result of Consultation

If as a result of any consultation the Province undertakes with respect to stakeholder interests or assertions of Aboriginal Rights to any of the Lands identified as “Cotton Lake”, “Fireside”, “Good Hope Lake – South”, “Keane Lake” and “Liard Bench” as described in section 5.2(h) of the Incremental Treaty

Agreement, as amended, the Province concludes, acting reasonably, that changes are required to the configuration of any such Lands or the Province is unable to transfer any portion of such Lands, the Parties will in good faith work together to identify any changes required to the applicable Lands and/or any alternate lands for transfer to the BC Kaska Dena, such that the total area to be received by the BC Kaska Dena shall be no less than the total area of the Lands identified as “Cotton Lake”, “Fireside”, “Good Hope Lake – South”, “Keane Lake” and “Liard Bench”. In such case, the Parties will amend the Incremental Treaty Agreement so that it will apply to such changed/alternate lands.

PART 5 – COSTS

5.1 Payment of Costs

Within five (5) business days of the Effective Date, the Province will make a payment of \$200,000 to the BC Kaska Dena, by cheque or wire transfer.

5.2 Appropriation

The Province's obligations to pay money to the BC Kaska Dena is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

PART 6 – LIARD BENCH ACCESS

6.1 Access Gate

The BC Kaska Dena hereby covenants to the Province that it will use its best efforts to ensure the gate located at 09V 650380 6599782 UTM (the “**Access Gate**”), as identified on the map attached as Attachment “7” (Liard Bench Gate), will not be closed to the public and impede access to Crown lands, at all times on and after the Effective Date until the Access Gate is removed in accordance with the paragraph below.

As soon as practicable after the transfer of the Lands identified as “Liard Bench” from the Province to the applicable Designated Company, the BC Kaska Dena will cause the Access Gate to be removed.

The BC Kaska Dena covenants that it will not install any gates outside of the Lands identified as “Liard Bench” to be transferred to a Designated Company.

PART 7 – REPRESENTATIONS AND WARRANTIES

7.1 BC Kaska Dena Representations and Warranties

The BC Kaska Dena hereby represents and warrants to the Province that (a) it has the legal power, capacity and authority to enter into and carry out its

obligations under this Amending Agreement on behalf of its Members; and (b) all representations and warranties of the BC Kaska Dena contained in section 4.1 (*Representations*) of the Incremental Treaty Agreement are true and correct in all material respects on and as of the date hereof after giving effect to this Amending Agreement, except to the extent that any such representation and warranty specifically relates to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date after giving effect to this Amending Agreement.

7.2 Province Representations and Warranties

The Province hereby represents and warrants to the BC Kaska Dena that (a) it has the legal power, capacity and authority to enter into this Amending Agreement; and (b) all representations and warranties of the Province contained in section 4.2 (*Provincial Representations*) of the Incremental Treaty Agreement are true and correct in all material respects on and as of the date hereof after giving effect to this Amending Agreement, except to the extent that any such representation and warranty specifically relates to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date after giving effect to this Amending Agreement.

PART 8 – CONDITIONS PRECEDENT

8.1 Band Council Resolutions

Prior to the execution of this Amending Agreement, the Daylu Dena Council, Dease River First Nation and Kwadacha First Nation will deliver to the Province resolutions made by their respective elected Councils authorizing BC Kaska Dena representatives named in the resolution to execute this Amending Agreement on their behalf and authorizing Kaska Dena Council to act on their behalf in entering into this Amending Agreement. Such resolutions shall be attached to this Amending Agreement as Attachment “8” (Amending Agreement Band Council Resolutions).

PART 9 – MISCELLANEOUS

9.1 Entire Agreement

The terms and conditions of the Incremental Treaty Agreement shall remain in full force and effect and will be deemed to be subject to and incorporate all of the provisions of this Amending Agreement. This Amending Agreement together with the Incremental Treaty Agreement and the Land Transfer Agreement is the entire agreement between the Parties in respect of the subject matter of this Amending Agreement and, except as set out in this Amending Agreement, the Incremental Treaty Agreement and the Land Transfer Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Amending Agreement.

9.2 Governing Law

This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

9.3 Enurement

This Amending Agreement extends to, is binding upon and enures to the benefit of the Parties, their respective successors and permitted assigns.

9.4 Headings

The headings are for convenience only, do not form part of this Amending Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Amending Agreement or any of its provisions.

9.5 Further Assurances

Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably request to evidence, carry out or give full force and effect to the intent of this Amending Agreement.

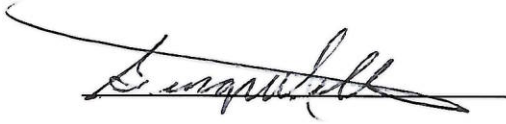
9.6 Execution in Counterparts

This Amending Agreement may be executed in counterparts and may be delivered by facsimile or electronically transmitted. Each signature is deemed to be an original signature and all such counterparts together will constitute one and the same document.

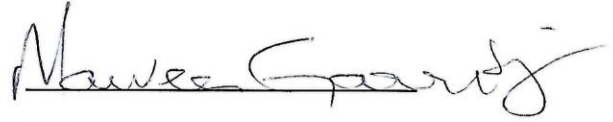
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The Parties have executed this Amending Agreement as of the Effective Date.

Signed on behalf of the BC Kaska
Dena Council by:

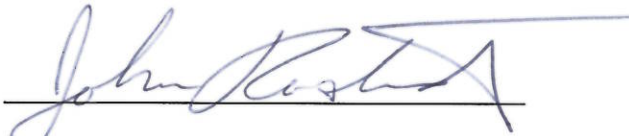
A handwritten signature in black ink, appearing to read "George Miller", written over a horizontal line.

George Miller, Chair

A handwritten signature in black ink, appearing to read "Mawee Sparty", written over a horizontal line.

Witness

Signed on behalf of Her Majesty the
Queen in Right of the Province of
British Columbia by the Minister of
Aboriginal Relations and Reconciliation

A handwritten signature in blue ink, appearing to read "John Rustad", written over a horizontal line.

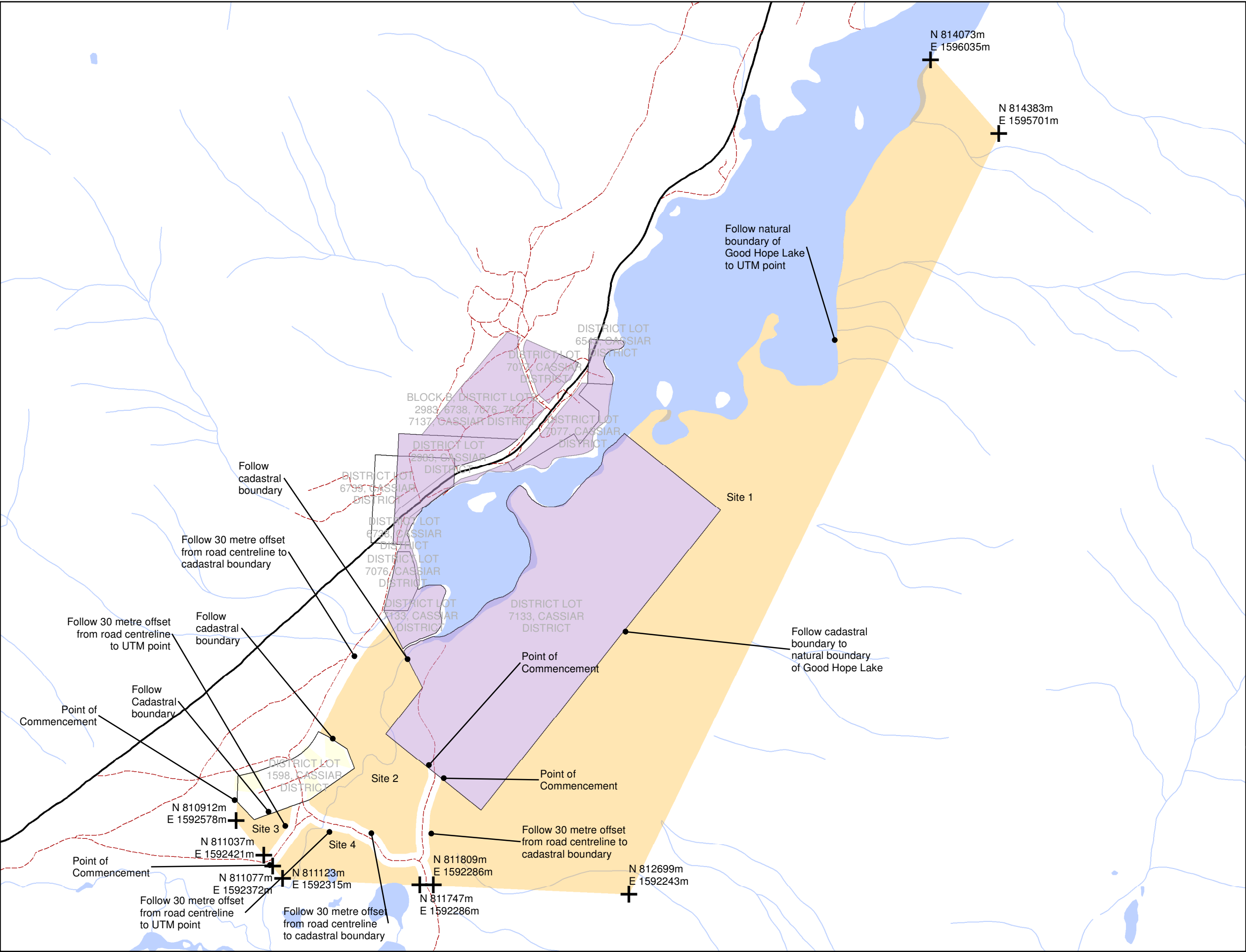
Honourable John Rustad

A handwritten signature in blue ink, appearing to read "Gordon", written over a horizontal line.

Witness

Attachment 1: Good Hope Lake – South

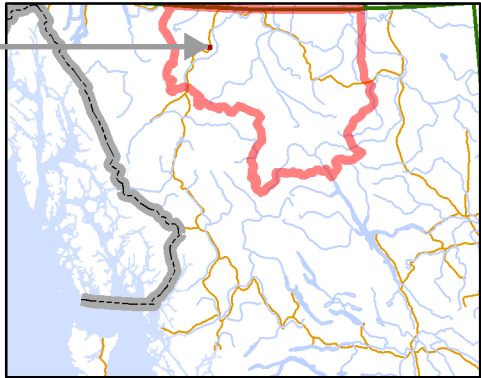
Schedule 1-4
Good Hope Lake South



- BC Kaska Dena Lands
- Indian Reserve
- Private Land
- Primary Survey Parcel
- Subdivision Survey Parcel
- Paved Road
- Unpaved Road
- Airfield; Airport; Airstrip

The identified lands are tabled without prejudice for the purposes of Incremental Treaty Negotiations and are subject to existing interests. Boundaries are based on preliminary information and are subject to change. Exceptions to the lands being tabled including roads may not be shown and will be confirmed prior to any transfer of the title. This map is not to be used for defining Indian Reserve boundaries or for Indian Reserve legal description purposes. Depictions of Indian Reserves on this map are to be used for illustrative purposes only.

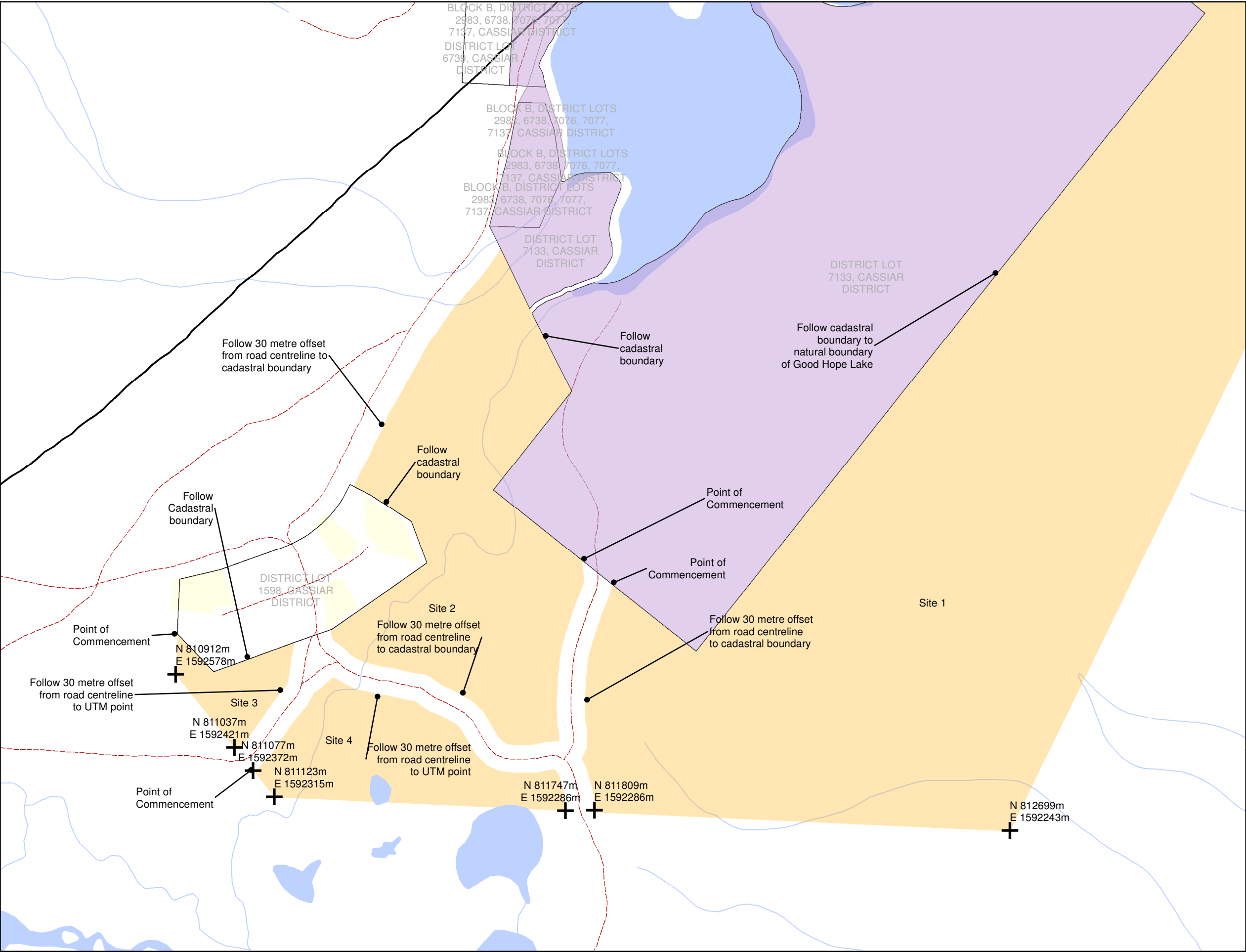
This map is representative only. The survey plans to be deposited and registered in the Land Title Office (LTO) will supercede this representative map. The official record of the boundaries and extent of the land will be that registered in teh LTO as per this agreement



Schedule 1-4

Good Hope Lake South

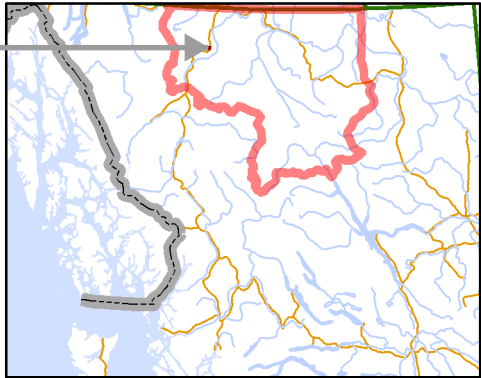
(Detail)



- BC Kaska Dena Lands
- Indian Reserve
- Private Land
- Primary Survey Parcel
- Subdivision Survey Parcel
- Paved Road
- Unpaved Road
- Airfield; Airport; Airstrip

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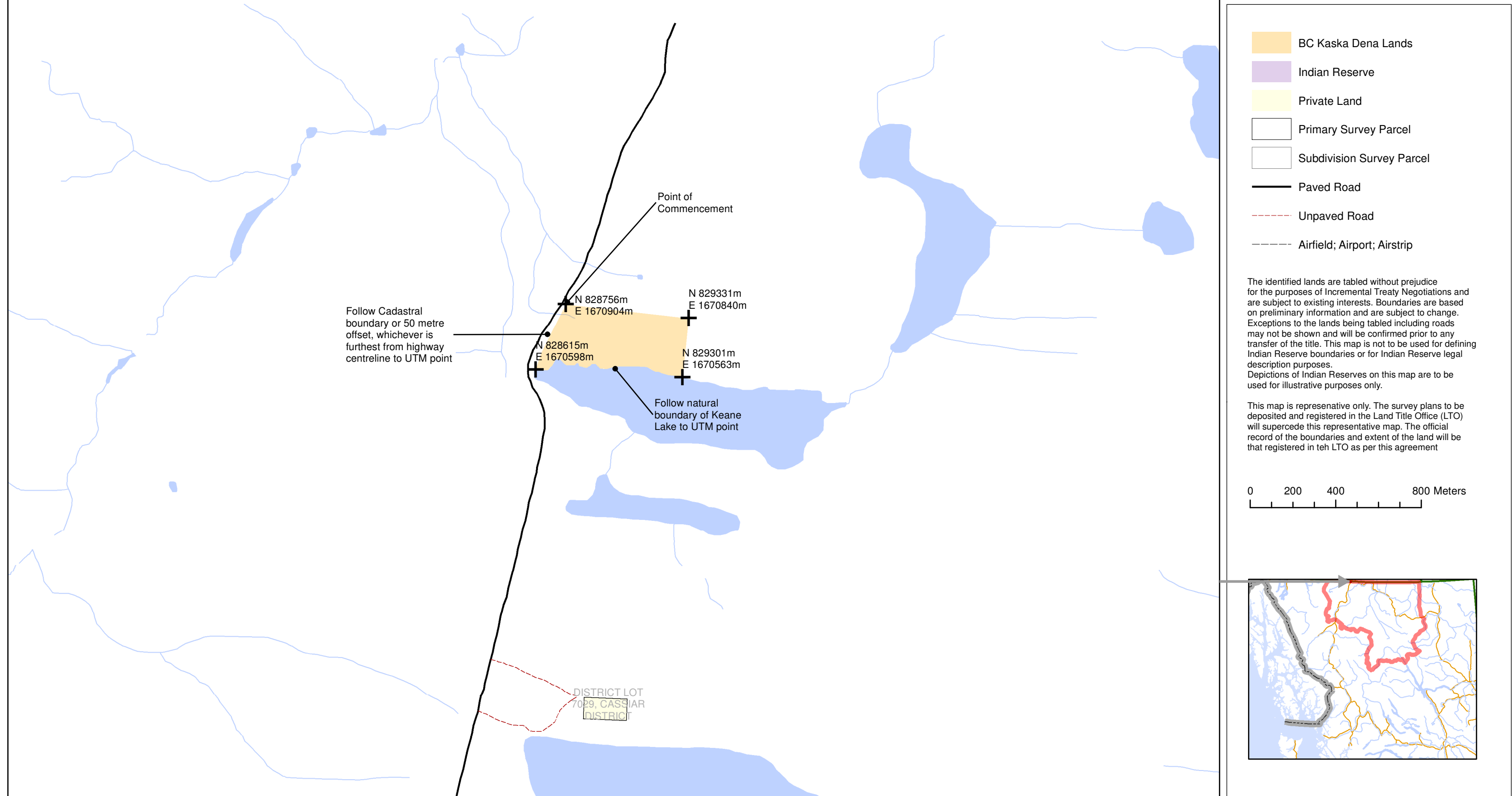
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Attachment 2: Keane Lake

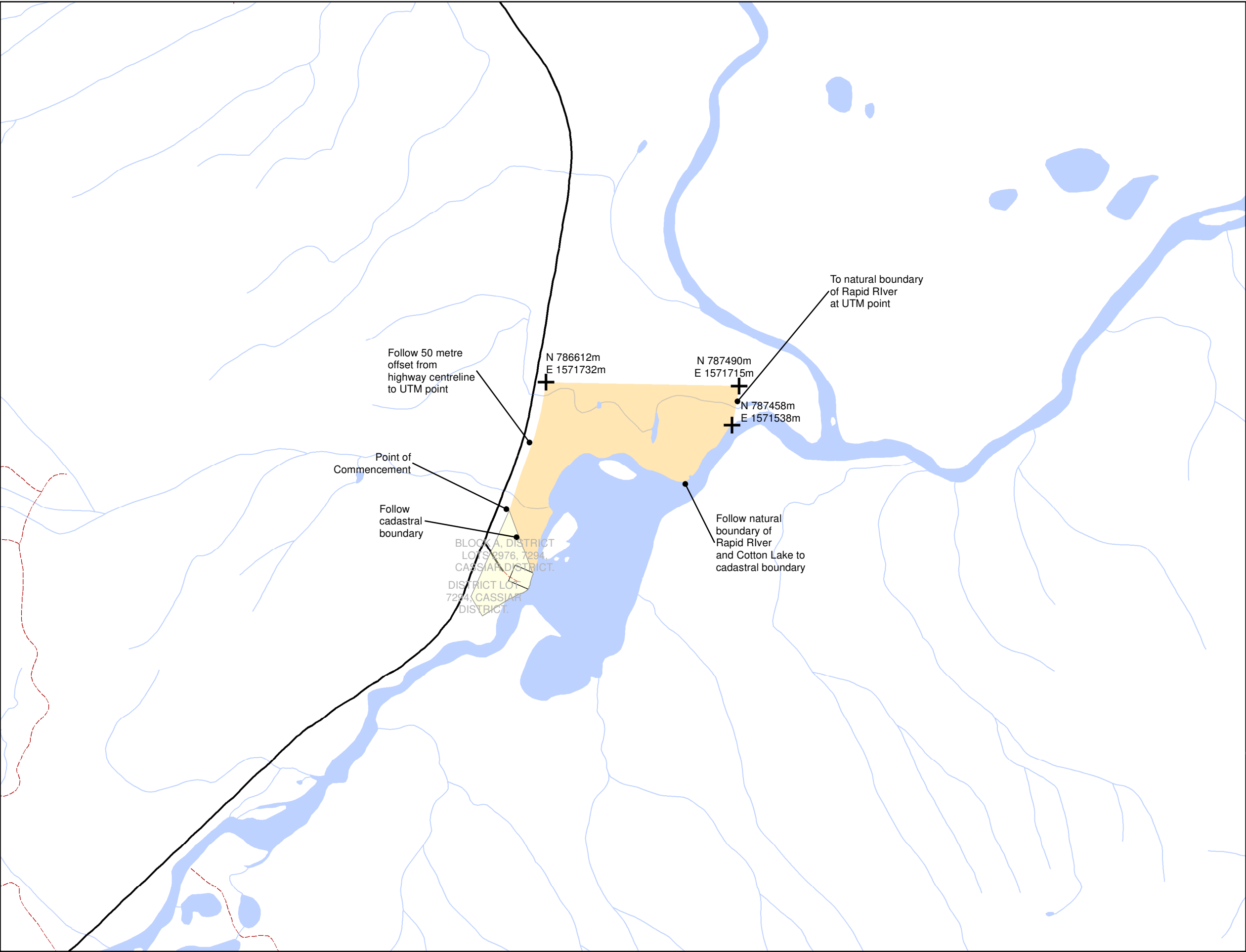
Schedule 1-11

Keane Lake



Attachment 3: Cotton Lake

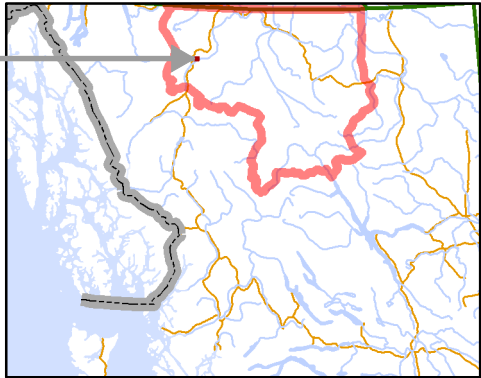
Schedule 1-12
Cotton Lake



- BC Kaska Dena Lands
- Indian Reserve
- Private Land
- Primary Survey Parcel
- Subdivision Survey Parcel
- Paved Road
- Unpaved Road
- Airfield; Airport; Airstrip

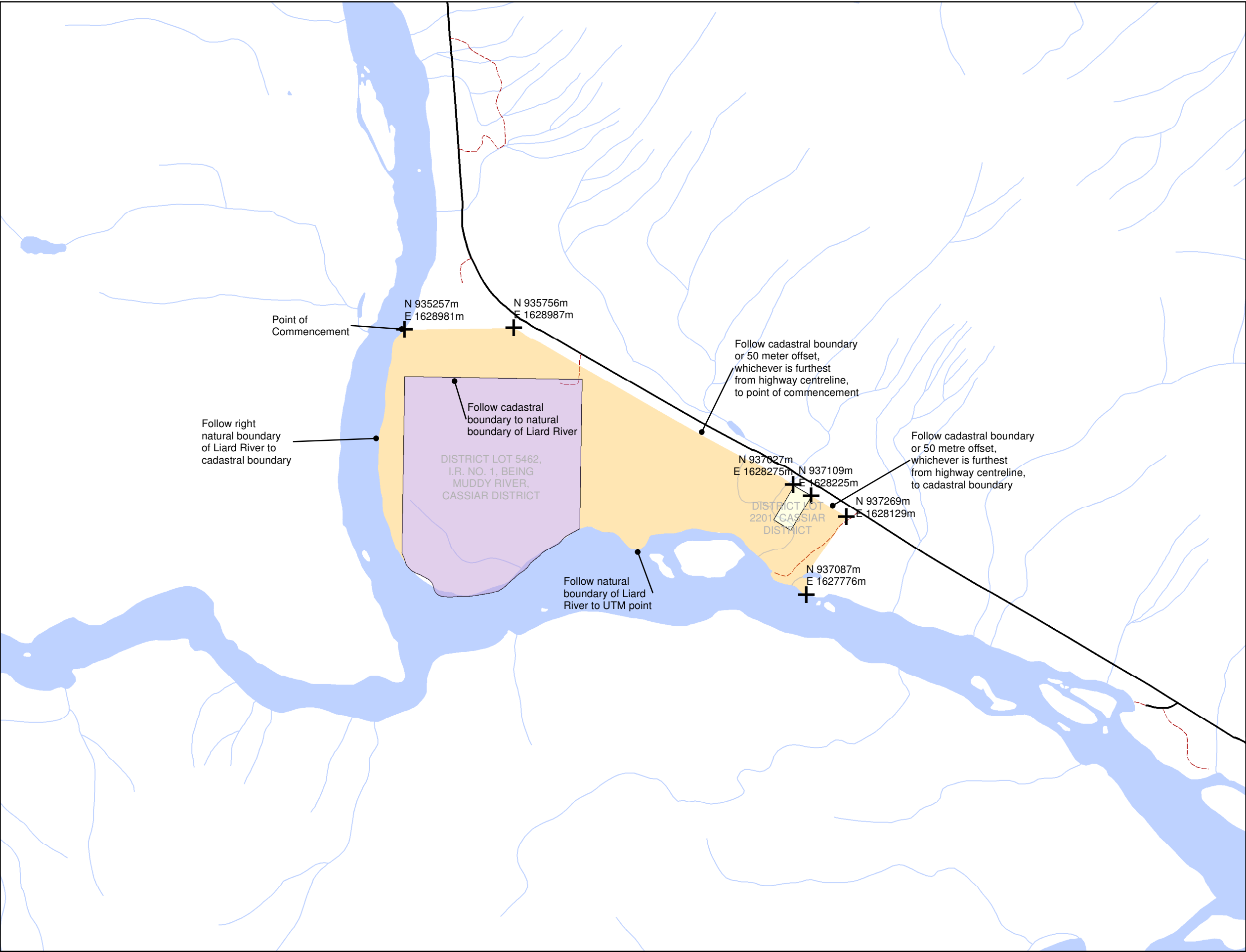
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Attachment 4: Fireside

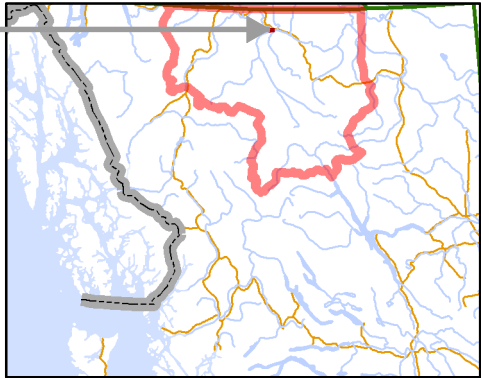
Schedule 1-13
Fireside



- BC Kaska Dena Lands
- Indian Reserve
- Private Land
- Primary Survey Parcel
- Subdivision Survey Parcel
- Paved Road
- Unpaved Road
- Airfield; Airport; Airstrip

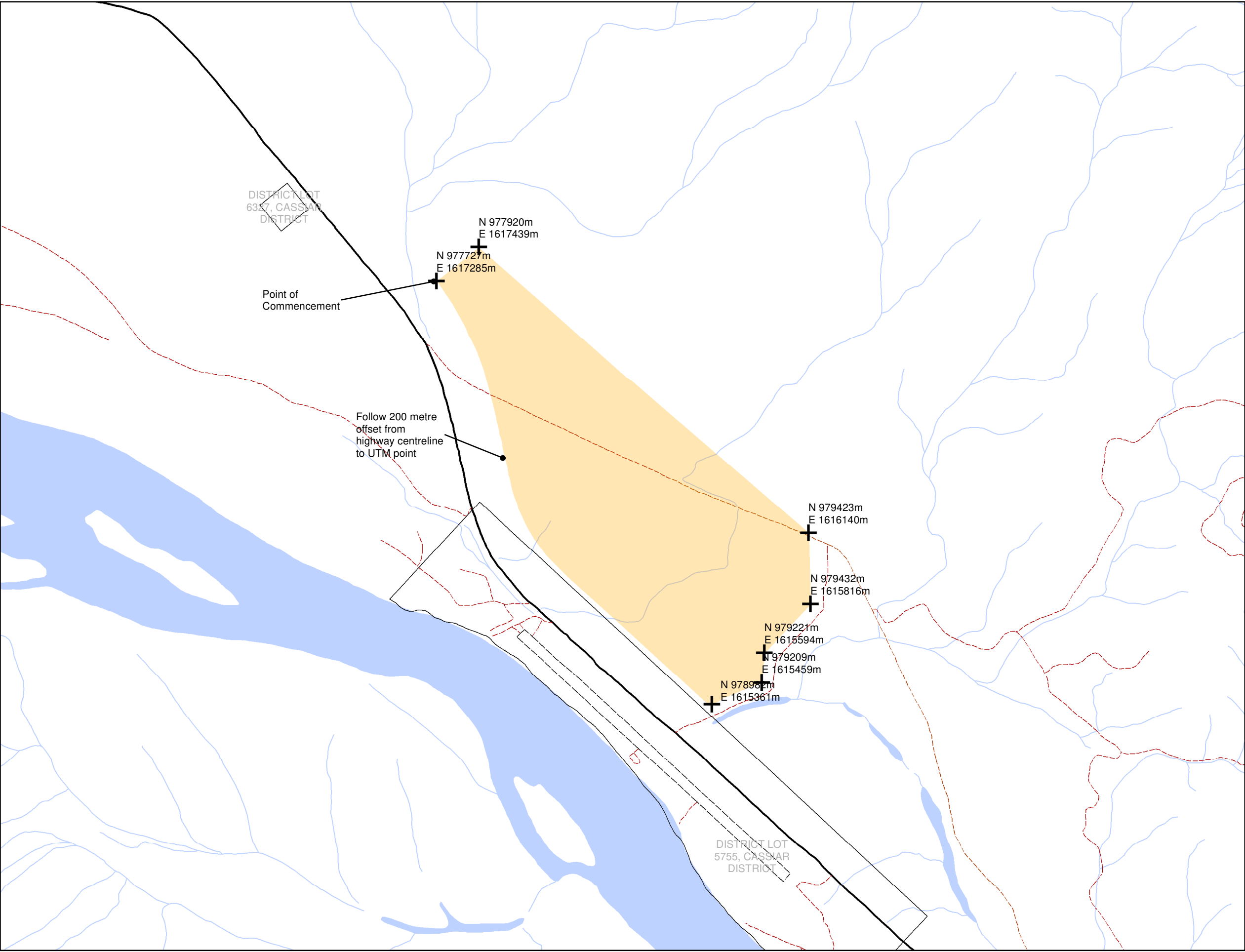
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Attachment 5: Liard Bench

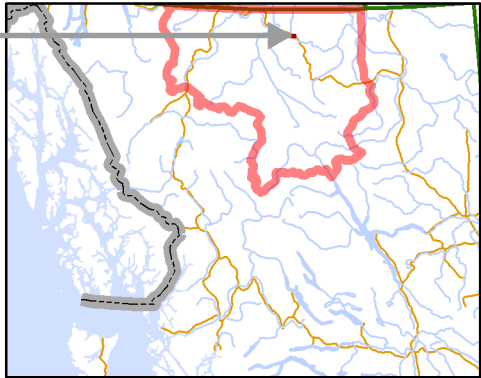
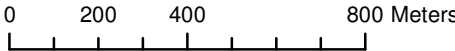
Schedule 1-14
Liard Bench



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- Indian Reserve
- Private Land
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- Subdivision Survey Parcel
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Attachment 6: GST Certificate

Schedule "6" – GST Certificate

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

Certificate as to Registration Status of Purchaser

(Paragraphs 221(2)(b) and (c))

FROM: *[the "Purchaser"]*

TO: *[the "Vendor"]*

RE: *[the "Property"]*

THE PURCHASER HEREBY CERTIFIES TO THE VENDOR PURSUANT TO PARAGRAPHS 221(2)(b) AND (c) OF *THE EXCISE TAX ACT* (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]*.

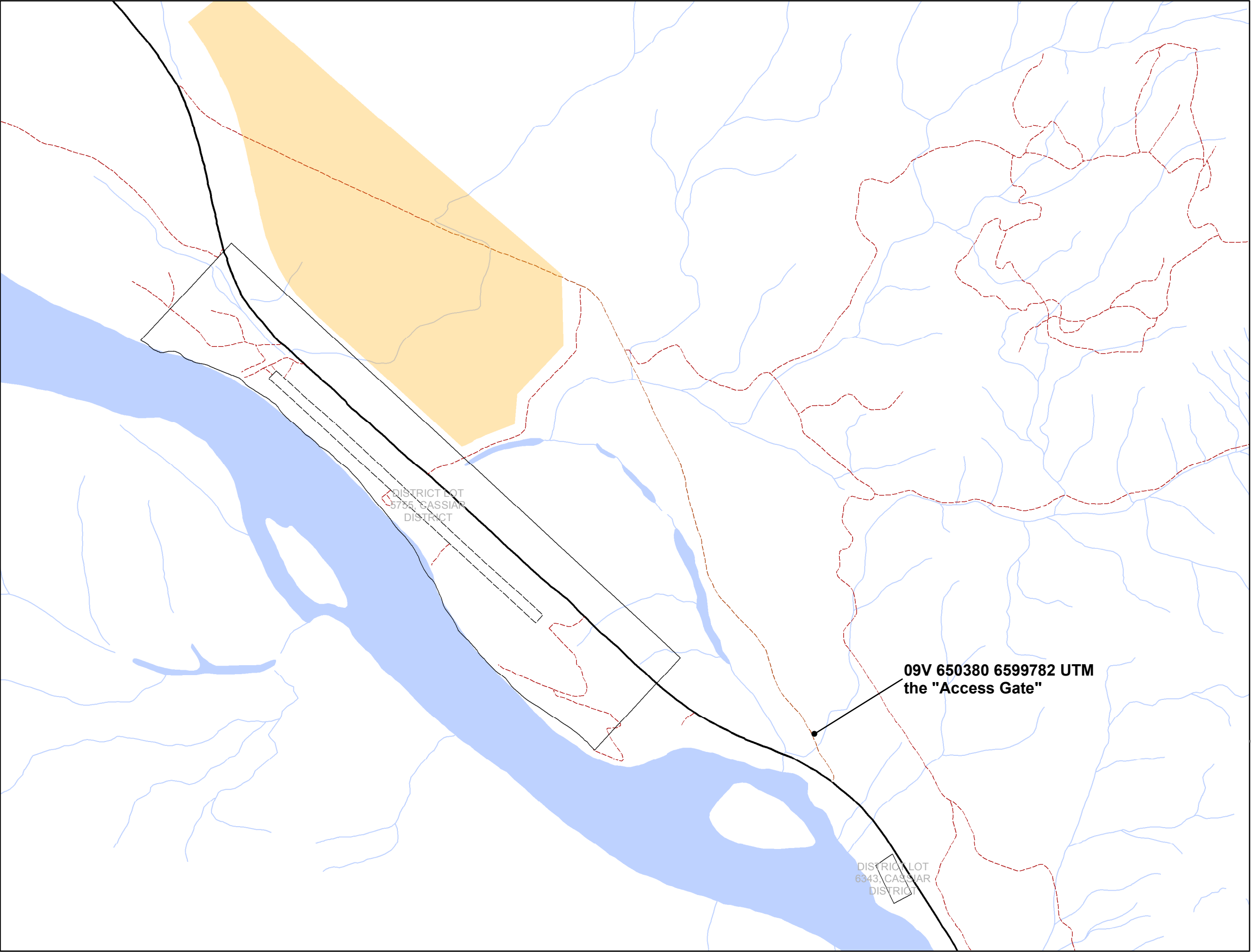
[Name of Corporate Purchaser]

[Name of Individual Purchaser]

Per: _____

Attachment 7: Liard Bench Gate

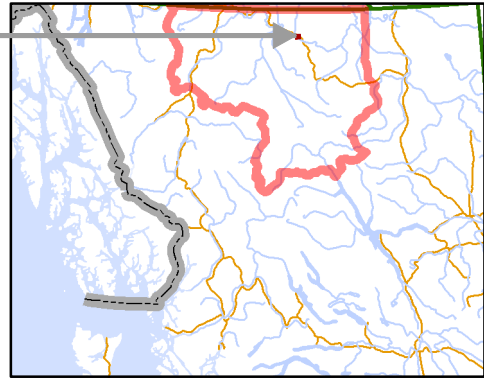
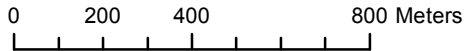
Liard Bench Gate



- BC Kaska Dena Lands
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- Airfield; Airport; Airstrip

The identified lands are tabled without prejudice for the purposes of Incremental Treaty Negotiations and are subject to existing interests. Boundaries are based on preliminary information and are subject to change. Exceptions to the lands being tabled including roads may not be shown and will be confirmed prior to any transfer of the title. This map is not to be used for defining Indian Reserve boundaries or for Indian Reserve legal description purposes. Depictions of Indian Reserves on this map are to be used for illustrative purposes only.

This map is representative only. The survey plans to be deposited and registered in the Land Title Office (LTO) will supercede this representative map. The official record of the boundaries and extent of the land will be that registered in teh LTO as per this agreement



Attachment 8: Amending Agreement Band Council Resolutionă



BAND COUNCIL RESOLUTION

Chronological No.

File Reference No.

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

		Cash free balance
The council of the Dease River First Nation		Capital Account (\$):
Date of duly convened meeting (YYYYMMDD) November 29, 2016	Province or Territory BC - British Columbia	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS:

- A. The BC Kaska Dena assert Aboriginal rights and title to the lands, water and resources within BC Kaska Dena Traditional Territory as recognized and affirmed under section 35(1) of the Constitution Act, 1982;
- B. The Kaska Dena Council is engaged with the Province and Canada in negotiating an Agreement-in-Principle in accordance with Stage 4 of the British Columbia Treaty Commission process;
- C. In advance of a Final Agreement, the BC Kaska Dena and the Province entered into an Incremental Treaty Agreement dated April 10, 2013;
- D. The Parties wish to amend certain provisions of the Incremental Treaty Agreement in respect of the Lands referenced in the Incremental Treaty Agreement; and
- E. The BC Kaska Dena and the Province have negotiated an Amending Agreement to Kaska Dena Council Incremental Treaty Agreement (the "Amending Agreement").

THEREFORE BE IT RESOLVED:

The Dease River First Nation authorizes George Miller, Kaska Dena Council Chair, to sign this Amending Agreement in substantially the form as attached, and the Kaska Dena Council to enter into and participate in the implementation of this Amending Agreement in accordance with its provisions, on behalf of the Dease River First Nation.

Quorum

_____	 (Chief)	_____
_____	 (Councillor)	_____
_____	 (Councillor)	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer Signature _____ Date (YYYYMMDD) _____			Recommending Officer Signature _____ Date (YYYYMMDD) _____		
Approved by Signature _____ Date (YYYYMMDD) _____			Approved by Signature _____ Date (YYYYMMDD) _____		



BAND COUNCIL RESOLUTION

Chronological No.

File Reference No.

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The council of the Daylu Dena Council		Cash free balance
		Capital Account (\$):
Date of duty convened meeting (YYYYMMDD) <i>Dec 1, 2016</i>	Province or Territory BC - British Columbia	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS:

- A. The BC Kaska Dena assert Aboriginal rights and title to the lands, water and resources within BC Kaska Dena Traditional Territory as recognized and affirmed under section 35(1) of the Constitution Act, 1982;
- B. The Kaska Dena Council is engaged with the Province and Canada in negotiating an Agreement-in-Principle in accordance with Stage 4 of the British Columbia Treaty Commission process;
- C. In advance of a Final Agreement, the BC Kaska Dena and the Province entered into an Incremental Treaty Agreement dated April 10, 2013;
- D. The Parties wish to amend certain provisions of the Incremental Treaty Agreement in respect of the Lands referenced in the Incremental Treaty Agreement; and
- E. The BC Kaska Dena and the Province have negotiated an Amending Agreement to Kaska Dena Council Incremental Treaty Agreement (the "Amending Agreement").

THEREFORE BE IT RESOLVED:

The Daylu Dena Council authorizes George Miller, Kaska Dena Council Chair, to sign the Amending Agreement in substantially the form as attached, and the Kaska Dena Council to enter into and participate in the implementation of the Amending Agreement in accordance with its provisions, on behalf of the Daylu Dena Council.

Quorum

2/3

Walter Coles
(Chief)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Conseiller)

(Conseiller)

(Conseiller)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer Signature _____ Date (YYYYMMDD) _____			Recommending Officer Signature _____ Date (YYYYMMDD) _____		
Approved by Signature _____ Date (YYYYMMDD) _____			Approved by Signature _____ Date (YYYYMMDD) _____		

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. – N° consecutive
30-11-16-01

File reference no. – N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de		Kwadacha Nation	Cash free balance	
			Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	30 / 11 / 2016 DD / MM / YYYY JJ / MM / AAAA	Province British Columbia	Revenue account Compte revenu	\$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

WHEREAS:

- A. The BC Kaska Dena assert Aboriginal rights and title to the lands, water and resources within BC Kaska Dena Traditional Territory as recognized and affirmed under section 35(1) of the Constitution Act, 1982;
- B. The Kaska Dena Council is engaged with the Province and Canada in negotiating an Agreement-in-Principle in accordance with Stage 4 of the British Columbia Treaty Commission process;
- C. In advance of a Final Agreement, the BC Kaska Dena and the Province entered into an Incremental Treaty Agreement dated April 10, 2013;
- D. The Parties wish to amend certain provisions of the Incremental Treaty Agreement in respect of the Lands referenced in the Incremental Treaty Agreement; and
- E. The BC Kaska Dena and the Province have negotiated an Amending Agreement to Kaska Dena Council Incremental Treaty Agreement (the "Amending Agreement").

THEREFORE BE IT RESOLVED:

The Kwadacha Nation authorizes George Miller, Kaska Dena Council Chair, to sign this Agreement in substantially the form as attached, and the Kaska Dena Council to enter into and participate in the implementation of this Agreement in accordance with its provisions, on behalf of the Kwadacha Nation.

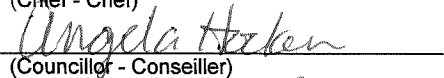
Quorum: 3

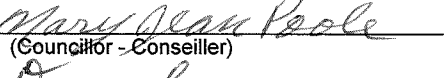
(Councillor - Conseiller)

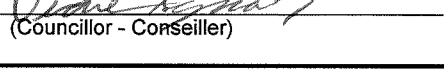
(Councillor - Conseiller)

(Councillor - Conseiller)


(Chief - Chef)


(Councillor - Conseiller)


(Councillor - Conseiller)


(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE					
Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds ☐ Capital ☐ Revenue - Revenu	Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds ☐ Capital ☐ Revenue - Revenu
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
Signature _____ Date _____			Signature _____ Date _____		