

PATHWAY FORWARD 2.0. AMENDING AGREEMENT #1
(the “Amending Agreement #1”)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations and Rural Development, and the Minister of Energy, Mines and Petroleum Resources

(“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. Section 10.14 of the Pathway Forward 2.0. Agreement provides the Parties may amend that agreement in writing; and
- C. The Parties wish to amend the payment schedule and other matters under the Pathway Forward 2.0. Agreement as set out in this Amending Agreement #1.

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 #1 is to amend the payment schedule and other matters under the Pathway Forward 2.0. Agreement.

PART 2 - AMENDMENTS

2.1 **Regional Economic Development Initiative.** The Parties agree to delete section 5.3 of the Pathway Forward 2.0. Agreement and replace it with the following:

5.3 Regional Economic Development Initiative. The Parties will take the following steps to contribute to the joint development of their regional economic development initiative by December 31, 2020:

- (a) jointly develop a terms of reference for an economic development advisory committee ("**Advisory Committee**");
- (b) establish the Advisory Committee and jointly appoint its members; and
- (c) 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.** The Parties agree to delete section 5.5 of the Pathway Forward 2.0. Agreement and 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 and a framework for their regional economic development initiative pursuant to section 5.3(c):
 - (i) \$20,000,000 after receiving the 2018/2019, 2019/2020 and 2020/2021 funding reports 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 April 30, 2021; and
 - (ii) \$30,000,000 after receiving the 2021/2022 Funding Report on or before April 31, 2022 (collectively, the "**Economic Development Fund Payments**").

2.3 **Wealth Fund.** The Parties agree to delete sections 5.10 and 5.11 of the Pathway Forward 2.0. Agreement and replace them with the following:

5.10 CSFN Wealth Fund Payment. B.C. will pay to the CSTC, on behalf of the CSFNs, \$15,000,000 on or before March 31, 2020 to establish the CSFN Wealth Fund (the

“**CSFN Wealth Fund Payment**”), after CSTC provides to B.C. a notice that it is prepared to receive the CSFN Wealth Fund Payment on behalf of all of the CSFNs.

5.11 Payments held in trust. CSTC will hold the CSFN Wealth Fund Payment provided under section 5.10 in trust for the CSFNs until the Parties reach agreement on the structure of the CSFN Wealth Fund in accordance with section 5.9.

2.4 Economic Benefit Payments. The Parties agree to delete sections 6.1, 6.2, 6.3 and 6.4 of the Pathway Forward 2.0. Agreement and replace them with the following:

6.1 Economic Benefit Payments. B.C. will pay \$8,000,000 to CSTC, on behalf of the CSFNs, in relation to each B.C. fiscal year of the Term as follows:

(a) in relation to B.C. fiscal year 2018/2019:

(i) \$4 million in accordance with the 2018 Amended and Restated Bridging Agreement; and

(ii) \$4 million within 10 Working Days of the execution of this Agreement by all of the Parties;

(b) in relation to B.C. fiscal year 2019/2020:

(i) \$4 million within 10 Working Days of execution of this Agreement by all of the Parties; and

(ii) \$4 million within 30 Working Days of the execution of this Agreement by all of the Parties;

(c) in relation to B.C. fiscal years 2020/2021, 2021/2022, and 2022/2023:

(i) \$24 million on or before March 31, 2020;

(individually, an “**Economic Benefit Payment**” and collectively, the “**Economic Benefit Payments**”).

6.2 Notice of preparedness to receive the Economic Benefit Payments. B.C. will make the Economic Benefit Payments identified in sections 6.1 (b) and (c) after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs.

6.3 Economic accommodation. Each Economic Benefit Payment constitutes an economic accommodation or compensation in relation to any impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions made in the B.C. fiscal year the Payment was made in relation to.

6.4 Accommodation acknowledgement. Subject to B.C. making the Economic Benefit Payments in accordance with section 6.1, the CSTC and CSFNs acknowledge and agree that B.C. has fulfilled any and all obligations it may have to the CSFNs to contribute economic accommodation or compensation in relation

to impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions made in the B.C. fiscal years 2018/2019 to 2022/2023 the Payments were made in relation to.

2.5 **Governance Payments.** The Parties agree to delete sections 7.12 and 7.13 of the Pathway Forward 2.0. Agreement and replace them with the following:

7.12 Governance payments. B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to carry out the Governance Work as follows:

- (a) \$3,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
- (b) \$1,500,000 on or before March 31, 2020;
- (c) \$1,500,000 on or before April 30, 2020;
- (d) \$3,000,000 on or before April 30, 2021; and
- (e) \$3,500,000 on or before April 30, 2022 (collectively, the “**Governance Payments**”).

7.13 Notice of preparedness to receive the Governance Payments. B.C. will make the Governance Payments under section 7.12(c), (d) and (e) after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year for B.C. fiscal years 2020/2021, 2021/2022 and 2022/2023.

2.6 **Socio-cultural payments.** The Parties agree to delete sections 8.3 and 8.4 of the Pathway Forward 2.0. Agreement and replace them with the following:

8.3 Socio-cultural payments. B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to continue the social and cultural work started under ECSIA as follows:

- (a) \$3,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
- (b) \$1,500,000 on or before March 31, 2020;
- (c) \$1,500,000 on or before April 30, 2020;
- (d) \$3,000,000 on or before April 30, 2021; and
- (e) \$3,500,000 on or before April 30, 2022 (collectively, the “**Socio-Cultural Payments**”).

8.4 Notice of preparedness to receive the Socio-Cultural Payments. B.C. will make the Socio-Cultural Payments under section 8.3(c), (d) and (e) after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year for B.C. fiscal years 2020/2021, 2021/2022 and 2022/2023.

2.7 **Capacity Funding Payments.** The Parties agree to delete section 9.14(c) of the Pathway Forward 2.0. Agreement and replace it with the following:

9.14 ...

(c) \$1,000,000:

(i) on or before March 31, 2020; and

(ii) on or before December 15 in each subsequent B.C. fiscal year of the Term, subject to the Senior Officials Forum confirming in writing that the deliverables from the Work Plans from that calendar year have been met;

2.7 **Successors.** The Parties agree to delete section 10.15 of the Pathway Forward 2.0. Agreement and replace it with the following:

10.15 **Successors.** CSTC and the CSFNs acknowledge and agree that the Capacity Funding Payments, Governance Payments, Socio-Cultural Payments, Economic Development Fund Payments, Economic Benefits Payments and the CSFN Wealth Fund Payment are intended for the benefit of the CSFNs, CSFN membership, and any new *Indian Act* band that is established from an existing CSFN, provided that band agrees to become a party to the Agreement and subject to section 10.14.

PART 3– GENERAL PROVISIONS

2.8 **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 #1, that they have the legal power, capacity and authority to enter into this Amending Agreement #1 on their own behalf and on behalf of their members and this Amending Agreement #1 is a valid and binding obligation upon them.

2.9 **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 #1, that it has the authority to enter into this Amending Agreement #1 and that this Amending Agreement #1 is a valid and binding obligation upon B.C.

2.10 **Authority to enter Agreement.** Each CSFN will deliver to B.C. a band council resolution, and CSTC will deliver to B.C. a resolution, confirming approval of this Amending Agreement #1 and the authority of its representative to sign this Amending Agreement #1.

2.11 **Term.** The term of this Amending Agreement #1 will commence on date it is fully executed by the Parties 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**").

2.12 **Not a Treaty.** The Parties agree:

- (a) this Amending Agreement #1 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 #1 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.

2.13 **No Admissions.** Nothing in this Amending Agreement #1 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 #1.

2.14 **Funding.** Notwithstanding any other provision of this Amending Agreement #1, the amount of any funding provided by B.C. under the terms of this Amending Agreement #1 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 #1 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.

2.15 **Amendment.** This Amending Agreement #1 may only be amended by agreement of all Parties in writing.

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2.16 **Execution in Counterpart.** This Amending Agreement #1 may be entered into by each Party signing a separate copy of this Amending Agreement #1 and delivering it to the other Party by facsimile or e-mail transmission.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement #1, as set out below:

PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Energy,
Mines and Petroleum Resources

Per: 
Authorized Signatory

Name: Minister Bruce Ralston

Date: April 21, 2020

PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Forests, Lands, Natural Resource
Operations and Rural Development

Per: 
Authorized Signatory

Name: Doug Donaldson

Date: April 14, 2020

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

Per: 
Authorized Signatory

Name: Minister Scott Fraser

Date: March 31, 2020

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: 
Authorized Signatory

Name: Larry Neoski

Date: March 25, 2020

2.16 **Execution in Counterpart.** This Amending Agreement #1 may be entered into by each Party signing a separate copy of this Amending Agreement #1 and delivering it to the other Party by facsimile or e-mail transmission.

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**PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Energy,
Mines and Petroleum Resources**

Per: _____
Authorized Signatory

Name: _____

Date:

**PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Forests, Lands, Natural Resource
Operations and Rural Development**

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per:  _____
Authorized Signatory

Name: Mina Holmes, Tribal Chief CSTC

Date: March 31st, 2020

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

2.16 Execution in Counterpart. This Amending Agreement #1 may be entered into by each Party signing a separate copy of this Amending Agreement #1 and delivering it to the other Party by facsimile or e-mail transmission.

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**PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Energy,
Mines and Petroleum Resources**

Per: _____
Authorized Signatory

Name: _____

Date:

**PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Forests, Lands, Natural Resource
Operations and Rural Development**

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: *Dan George*
Authorized Signatory

Name: *Dan George*

Date: *March 24, 2020*

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: Priscilla Mueller
Authorized Signatory

Name: Priscilla Mueller

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: B. John
Authorized Signatory

Name: Beverly John

Date: March 25, 2020

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

Per: *Alexander McKinnon*
Authorized Signatory

Name: Chief Alexander McKinnon

Date: 31/03/2020

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

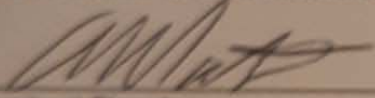
SAIK'UZ FIRST NATION on their own
behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: 
Authorized Signatory

Name: Archie Patrick

Date: Mar 24, 2020

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date:

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

Per:  _____
Authorized Signatory

Name: _____

Date:

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

Per: _____
Authorized Signatory

Name: _____

Date: