

**Interim Agreement on Forest and Range Opportunities ("the Agreement")
Amendment Agreement #1**

Whereas:

- A. The parties entered into the Agreement on March 30, 2009.
- B. The parties wish to amend the Agreement as set out in this Amendment Agreement #1 for the express purpose of
 - i) adding Tl'etinqox (Anaham) as an additional party to the Agreement; and
 - ii) alter the schedule of revenue sharing payments by advancing one year (upfront) in revenue payments.

THEREFORE:

The parties agree to amend the Agreement as follows:

1. In the definition of the Parties representing The Tsilhqot'in Nation, the list is amended to read as follows:

As Represented by
Chief and Council of
(the "?Esdilagh (Alexandria)
Tl'esqox (Toosey)
Tl'etinqox (Anaham)
Tsi Del Del (Alexis Creek)
Yunesit'in (Stone)
Xeni Gwet'in First Nations Government")

2. Sections 4.1.2, 4.1.3, 4.2, 4.3.1, 4.3.4 and 7.2 of the Agreement are replaced with the following sections; and new sections 4.3.6 and 4.3.7 are added:

- 4.1.2 After the execution of this Agreement, and if applicable, once volume becomes available through the timber reallocation process, the Minister will invite the Tsilhqot'in Nation, or such legal entity as the Tsilhqot'in Nation has appointed as its representative to hold the licences to apply under the *Forest Act* for non-replacement forest licences (the "Licences") on a non-competitive basis for up to 168 800 cubic meters, as follows:

?Esdilagh (Alexandria)	8000
Tl'esqox (Toosey)	14200
Tl'etinqox (Anaham)	74000

Tsi Del Del (Alexis Creek)	31200
Yunesit'in (Stone)	20000
Xeni Gwet'in First Nations Government	21400

for a total annual amount of 168800

in the Williams Lake and Quesnel Timber Supply Area(s).

- 4.1.3 For greater certainty, the maximum volume that may be available under the Licences referred to in Section 4.1 will be up to 844 000 cubic meters over 5 years, comprised of the following amounts:

?Esdilagh (Alexandria)	40 000
Tl'esqox (Toosey)	71 000
Tl'etingox (Anaham)	370 000
Tsi Del Del (Alexis Creek)	156 000
Yunesit'in (Stone)	100 000
Xeni Gwet'in First Nations Government	107 000

for a total amount of 844 000

4.2 Range Tenure

If Crown range vacancy is available for disposition to the Tsilhqot'in Nation, then subject to the *Range Act*, the Chilcotin, Central Cariboo and/or Quesnel District Manager will be directed to invite the Tsilhqot'in Nation, or such legal entity as the Tsilhqot'in Nation has appointed as its representative to hold the permit, to enter into a Range Permit, within the Tsilhqot'in Nation Agreement Area for up to 6 500 Animal Unit Months (AUMs) (500 AUMs for each individual Tsilhqot'in Community: "?Esdilagh (Alexandria); Tl'etingox (Anaham); Tl'esqox (Toosey); Tsi Del Del (Alexis Creek); Yunesit'in (Stone) and the Xeni Gwet'in First Nations Government.

- 4.3.1 During the term of this Agreement, British Columbia will make an interim payment to the Tsilhqot'in Nation of approximately \$1,551,315 annually, comprised of the following amounts:

?Esdilagh (Alexandria)	\$74 182
Tl'esqox (Toosey)	\$131 323
Tl'etingox (Anaham)	\$680,173
Tsi Del Del (Alexis Creek)	\$288 710
Yunesit'in (Stone)	\$179 441
Xeni Gwet'in First Nations Government	\$197 486

for a total annual amount of **\$1 551 315**

- 4.3.4 Upon signing of this Amendment Agreement #1, the following Tsilhqot'in Nation First Nations will be paid the fourth quarter revenues for the fiscal year 2008/09 and one year's worth of advance (upfront) revenues for fiscal year 2009/10:

?Esdilagh (Alexandria);

Tl'esqox (Toosey);

Tsi Del Del (Alexis Creek);

Yunesit'in (Stone); and

Xeni Gwet'in First Nations Government.

Subsequent payments for these First Nations will be made at the end of each quarter starting June 30, 2010.

Upon signing of this Amendment Agreement #1, the Tl'etingox (Anaham) will receive their fourth quarter payment for fiscal year 2008/09 from their previous Forest and Range Agreement and will receive one year's worth of advance (upfront) revenue payment for fiscal year 2009/10.

Subsequent payments for Tl'etingox (Anaham) will be made at the end of each quarter starting June 30, 2010.

- 4.3.6 In the circumstances that the Tsilhqot'in Nation provides notice under section 7.3. to terminate the Agreement, and the termination date is after April 1, 2009 but prior to March 31, 2010, the Tsilhqot'in Nation agrees to reimburse the Government of British Columbia an amount equivalent to the total of the payment they have received under section 4.3.1 minus the amount calculated under section 4.3.7 for the period of time between April 1, 2009 and the date that the agreement is terminated.
- 4.3.7 For the purposes of determining the amount that the Tsilhqot'in Nation will reimburse to the Government of British Columbia under section 4.3.6, the amount will be determined by calculating the number of days between April 1, 2009 and the termination date, determining the percentage of the fiscal year that those days represent, converting that percentage into a dollar amount and deducting that dollar amount from the payment received by the Tsilhqot'in Nation under 4.3.1.

In all other respects the Agreement remains the same.

Signed on behalf of:

Tsilhqot'in Nation

Date: April 21, 2007

Chief Marilyn Baptiste
Xeni Gwet'in First Nations Government



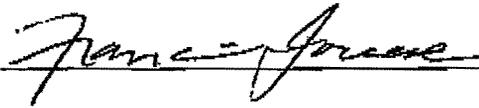
^{D.}
Chief Ivor Myers
Yunesit'in - Stone First Nation



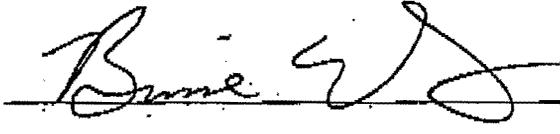
Chief Ervin Charleyboy
Tsi Del Del - Alexis Creek First Nation



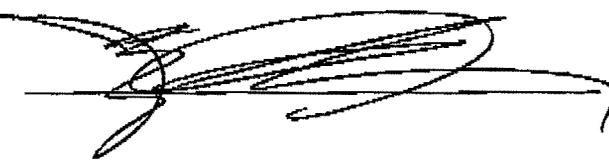
Chief Francis Laceese
Tl'esqox - Toosey First Nation



Chief Bernie Elkins
?Esdllagh - Alexandria First Nation



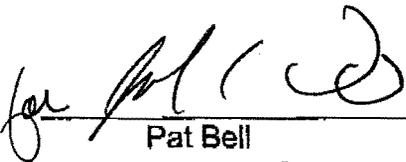
Chief Joe Alphonse
Tl'etingox - Anaham First Nation



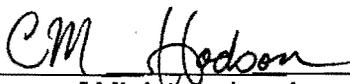
Witness of Tsilhqot'in Nation
signatures

Signed on behalf of:
Government of British Columbia

Date: May 11/09



Pat Bell
Minister of Forests and Range



Witness of Minister signature