

ASSIGNMENT, ASSUMPTION, NOVATION AND AMENDING AGREEMENT
(the "Assignment, Novation, and Amending Agreement")

THIS ASSIGNMENT, NOVATION, AND AMENDING AGREEMENT will be effective as of the 13 day of August, 2023 (the "Effective Date").

BETWEEN:

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

(**"B.C."**)

- and -

SUSTUT WATERSHED SIMGIGYAT, each on their own behalf and on behalf of their respective *wilp* (house) members

(**"Sustut Watershed Simgigyat"**)

- and -

GITXSAN TREATY SOCIETY, a society existing under the laws of the Province of British Columbia

(**"GTS"**)

- and -

LAXYIP MANAGEMENT OFFICE SOCIETY, a society existing under the laws of the Province of British Columbia

(the **"Society"**)

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

CONTEXT:

- A. B.C., **Sustut Watershed Simgigyat**, and **GTS** are parties to the Forest & Range Consultation and Revenue Sharing Agreement dated August 13, 2020 (the **"FCRSA"**);
- B. **GTS** has agreed to assign to the **Society** the full benefit of the **FCRSA**, and the **Society** has agreed to assume liability for the performance of the covenants, obligations, and liabilities of **GTS** under the **FCRSA**; and

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- C. B.C. and the Sustut Watershed Simgigyat are parties to this Assignment, Novation and Amending Agreement to provide their consent to the matters contemplated under this Assignment, Novation and Amending Agreement.
- D. Pursuant to Sections 14.2 and 14.3 of the FCRSA, the parties to the FCRSA may extend the term thereof.
- E. The Parties wish to amend the FCRSA to extend its term for a one-year period until August 13, 2024, and update the revenue sharing contribution methodology in accordance with the terms of this Assignment, Novation, and Amending Agreement.

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

PART 1 – ASSIGNMENT, ASSUMPTION AND NOVATION

- 1.1 **Assignment.** GTS hereby assigns and transfers to the Society, effective from and after the Effective Date, all of its rights and interests in and to the FCRSA, together with all benefits and privileges derived or to be derived therefrom, for its sole use and benefit absolutely.
- 1.2 **Assumption and Novation.** The Society acknowledges that it has received a copy of the FCRSA, and hereby accepts the assignment of the FCRSA pursuant to Section 1.1 of this Assignment, Novation and Amending Agreement, and undertakes and agrees to assume all of the covenants, obligations, and liabilities of GTS under, and agrees to be bound by and comply with the terms of, the FCRSA, to the same extent and with the same force and effect as though the Society had been originally named a party to the FCRSA in the place and stead of GTS.
- 1.3 **Release.** The Parties acknowledge that GTS will be released and forever discharged from any covenants, obligations, and liabilities under the FCRSA arising after the Effective Date, and for which the Society has assumed responsibility pursuant to the terms of this Assignment, Novation and Amending Agreement.
- 1.4 **Consent to Assignment.** Each of B.C. and the Sustut Watershed Simgigyat hereby acknowledges, accepts, and consents:
 - (a) to the assignment by GTS of its rights, interests, benefits, and privileges to the Society as set forth in Section 1.1 of this Assignment, Novation and Amending Agreement, and accepts the Society as a party to the FCRSA, and hereby covenants and agrees that as of the Effective Date, the Society shall be entitled to hold and enforce all of the rights, interests, benefits, and privileges of GTS under the FCRSA as if the Society had been originally named as a party to the FCRSA;
 - (b) to the assumption by the Society of the covenants, obligations, and liabilities of GTS under the FCRSA as set forth in Section 1.2 of this Assignment, Novation and Amending Agreement as a novation in full substitution for GTS; and
 - (c) subject to Sections 2.1, 2.2 and 2.3 of this Assignment, Novation, and Amending Agreement, from the Effective Date, the FCRSA shall continue in full force and

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effect with the Society substituted as a party thereto in the place and stead of GTS.

PART 2 – AMENDMENTS

- 2.1 The Parties hereby amend the FCRSA to extend its term for a period of one (1) year, commencing on the Effective Date and expiring on August 13, 2024, unless it is further extended under Section 14.2 of the FCRSA, or terminated under Article 13 of the FCRSA.
- 2.2 Appendix C of the FCRSA is amended by deleting Section 1.3 in its entirety, and replacing it with the following:
- “1.3 . The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 9 percent of non-Timber Sales forest revenue attributed to the **[Sustut Watershed Laxyip]** and 12 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix”. **[BC NTD: It should be noted that the revised rev calculations apply anyway per the annual summary sheets that describe the calculations and annual amounts.]**
- 2.3 This Assignment, Novation, and Amending Agreement will, from the Effective Date, be read and construed together with the FCRSA and be treated as part thereof, and, except as specifically amended, altered, deleted, supplemented or otherwise revised pursuant to the provisions of this Assignment, Novation, and Amending Agreement, all of the terms and conditions set forth in the FCRSA will remain unaltered and in full force and effect as of and after the date of this Assignment, Novation, and Amending Agreement.

PART 3 – GENERAL PROVISIONS

- 3.1 **Further Assurances.** The Parties shall do or cause to be done all such further acts and things and shall execute or cause to be executed all such further documents and instruments as may be reasonably necessary to give effect to this Assignment, Novation, and Amending Agreement.
- 3.2 **Enurement.** This Assignment, Novation, and Amending Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.
- 3.3 **Governing Law.** This Assignment, Novation, and Amending Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The courts of the Province of British Columbia shall have exclusive jurisdiction to entertain and determine all disputes and claims arising out of or in any way in connection with the construction, threatened or anticipated breach of this Assignment, Novation, and Amending Agreement, and shall have jurisdiction to hear and determine all questions as to the validity, existence, or unenforceability thereof.
- 3.4 **GTS, Sustut Watershed Simgigyat, and Society Representations and Warranties.** Each of GTS, Sustut Watershed Simgigyat, and the Society represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Assignment, Novation, and Amending Agreement, that they have the legal power,

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capacity and authority to enter into this Assignment, Novation, and Amending Agreement on their own behalf and on behalf of their members and this Assignment, Novation, and Amending Agreement is a valid and binding obligation upon them.

- 3.5 **B.C. Representations and Warranties.** B.C. represents and warrants to GTS, the Society and the Sustut Watershed Simgigyat, with the intent and understanding that GTS, the Society, and the Sustut Watershed Simgigyat will rely on them in entering into this Assignment, Novation, and Amending Agreement, that it has the authority to enter into this Assignment, Novation, and Amending Agreement and that this Assignment, Novation, and Amending Agreement is a valid and binding obligation upon B.C.
- 3.6 **Authority to enter Assignment, Novation, and Amending Agreement.** Each of GTS and the Society will deliver to B.C. a resolution, confirming approval of this Assignment, Novation, and Amending Agreement and the authority of its representative to sign this Assignment, Novation and Amending Agreement.
- 3.7 **Not a Treaty.** The Parties agree:
- (d) this Assignment, Novation, and Amending Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
 - (e) this Assignment, Novation and Amending Agreement does not define, limit, amend, abrogate or derogate from any Aboriginal title or rights of the Gitxsan Huwilp; and
 - (a) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the territories.
- 3.8 **No Admissions.** Nothing in this Assignment, Novation, and Amending Agreement will be construed as 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 Assignment, Novation, and Amending Agreement.
- 3.9 **Amendment.** This Assignment, Novation and Amending Agreement may only be amended by agreement of all Parties in writing.
- 3.10 **Counterpart Execution and Electronic Delivery.** This Assignment, Novation, and Amending Agreement may be executed and delivered by the Parties in counterparts and/or by e-mail or other functionally equivalent electronic means of transmission, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

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IN WITNESS WHEREOF this Assignment, Novation and Amending Agreement has been executed and delivered effective as of the Effective Date.

SIGNED ON BEHALF OF SUSTUT WATERSHED SIMGIGYAT

Per: [Signature]
Authorized Signatory

Name: Nii Kyap (Cliff Sampare)

Date:

Per: [Signature]
Authorized Signatory

Name: Miluulak

Date:

Per: [Signature]
Authorized Signatory

Name: Tsabux (Willie Blackwater)

Date:

Per: [Signature]
Authorized Signatory

Name: Wii Gaak (Dorothy Smith Lattie)

Date:

GITXSAN TREATY SOCIETY, on its own behalf and on behalf of its members

Per: [Signature]
Authorized Signatory

Name: Corden Seb

Date: Sept. 26/23

LAXYIP MANAGEMENT OFFICE SOCIETY, on its own behalf and on behalf of its members

Per: [Signature]
Authorized Signatory

Name: Kevin Stevens

Date: Sept 26 2023

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

Per: [Signature]
Authorized Signatory

Name: Murray Rankin

[Signature]
TRACEY WOODS
SEPT 26, 2023

