

TLA-O-QUI-AHT FIRST NATIONS
INCREMENTAL TREATY
AMENDING AND EXTENSION AGREEMENT



Tla-o-qui-aht First Nations



INCREMENTAL TREATY AMENDING AND EXTENSION AGREEMENT

This Incremental Treaty Amending and Extension Agreement (“Amending and Extension Agreement”) is dated for reference the 16th day of November, 2012

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Premier of British Columbia

AND:

Tla-o-qui-aht First Nations, on behalf of itself and its Members, as represented by the Ha’wiih and its Chief and Council

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

WHEREAS:

- A. The Parties entered into the Tla-o-qui-aht First Nations Incremental Treaty Agreement dated for reference November 13, 2008 (the “ITA”).
- B. The initial term of the ITA was for four years, and section 3.4 of the ITA provides that the term of the ITA may be extended by written agreement of the Parties.
- C. Section 12.11 of the ITA provides that it may be amended from time to time by the Parties by an instrument in writing.
- D. The Parties wish to record their agreement to extend the term of the ITA and to amend the ITA to enable the earlier transfer of Lot 120 – Easterly Portion to Tla-o-qui-aht.

NOW THEREFORE the Parties agree as follows:

- 1. Capitalized terms in this Amending and Extension Agreement have the same meaning as in the ITA unless the context requires otherwise.
- 2. All terms and conditions of the ITA are confirmed and remain in force and effect except as outlined in paragraphs 3 to 10 below.

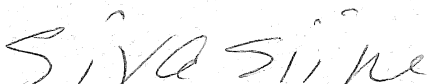
3. Article 1.1 Definitions is amended by:
 - a. adding the defined term "Effective Date" described as "means the date on which the Final Agreement take effect";
 - b. deleting the definition of "Lot 120-Easterly Portion" and replacing it with the following: "Block B of District Lot 120, Clayoquot District";
 - c. deleting the definition of "Lot 120-Westerly Portion" and replacing it with the following: "Block A of District Lot 120, Clayoquot District"; and
 - d. deleting the definition of "Lot 121" and replacing it with the following: "Block A of District Lot 121, Clayoquot District and Block B of District Lot 121, Clayoquot District".
4. Paragraph 3.2 is amended by deleting the paragraph and replacing it with the following: "This Agreement expires on the effective date of the Final Agreement".
5. Paragraph 5.1 c) is amended by deleting the words "the Final Agreement Initialling Date" and inserting "the AIP Date".
6. Paragraph 5.11 Conditions Precedent in Favour of the Province is amended by:
 - a. adding a new subparagraph d) with the following: "in respect of all previously transferred Lands, all obligations of the Tla-o-qui-aht and the Designated Company having been fully performed in accordance with this Agreement"; and
 - b. adding a new subparagraph e) with the following: "the Province having given notice that the minister responsible has authorized the disposition of the Lands in accordance with provincial law".
7. Article 5 Land Transfers is amended by adding a new paragraph 5.12 with the following: "Satisfaction of Conditions Precedent. The Province will not be required to satisfy the conditions precedent under paragraph 5.11 until such time as Tla-o-qui-aht has notified the Province in writing that it is prepared to proceed with the transfer of the Lands under this Agreement."
8. Paragraphs 5.12 Lot 128 and 5.13 Lot 129 Arrangements are renumbered as 5.13 Lot 128 and 5.14 Lot 129 Arrangements, respectively.

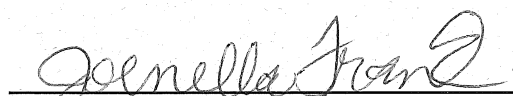
9. Article 5 Land Transfers is amended by adding a new paragraph 5.15 with the following: "Annual Taxes and Other Costs. Subject to the Final Agreement, and in accordance with provincial law, the Designated Company is responsible for any and all annual taxes payable in respect of the Lands. For greater certainty, on and after the applicable Closing Date, the Province is not required to assume financial or other obligations with respect to the Lands."
10. Article 9 Other Acknowledgements and Covenants is amended by:
 - a. adding to Paragraph 9.1 a new subparagraph i) with the following: "the Tla-o-qui-aht will not permit the Designated Company to dispose of its fee simple estate in the Lands for a period of time commencing on the applicable Closing Date and ending on the earlier of: i) the 10 year anniversary of the Closing Date; or ii) the Effective Date";
 - b. adding a new paragraph 9.2 with the following: "Disposition of Interests in Lands. Notwithstanding 9.1 i), the Tla-o-qui-aht may charge or encumber the Lands provided that the Tla-o-qui-aht advises the intended charge or encumbrance holder in writing that the Lands will, on the Effective Date, be subject to the Final Agreement";
 - c. adding a new paragraph 9.3 with the following: "Indemnity for Charges. The Tla-o-qui-aht will indemnify and save harmless the Province and all Provincial Officials from any and all damages, losses, liabilities or costs that they may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand arising in connection with any Permitted Encumbrance, any charge or encumbrance granted by the Tla-o-qui-aht under 9.2, the transfer of the fee simple estate in the Lands to the Tla-o-qui-aht and the Lands being included in the Final Agreement"; and
 - d. adding a new paragraph 9.4 with the following: "Failure to Ratify. The restriction on the disposition of the Lands under 9.1 i) will not apply where the Final Agreement is not signed by the authorized representative of the Parties or Canada, or the Final Agreement is not approved, given effect, declared valid and given the force of law under federal and provincial law."
11. This Amending and Extension Agreement may be entered into by each Party signing a separate copy of this Amending and Extension Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.


IN WITNESS WHEREOF the Parties have executed this Amending and Extension Agreement as set out below:


Signed on behalf of the Tla-o-qui-aht First Nations this 16th day of November, 2012 by:


Chief Councillor Moses Martin

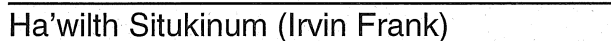

Siyasium (Alex Frank)

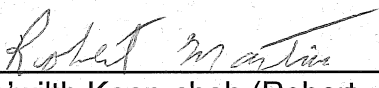

Tyee Ha'wilth Wickannish (George Frank)


Tyee Ha'wilth Hiyoueh (Ray Seitcher Jr)

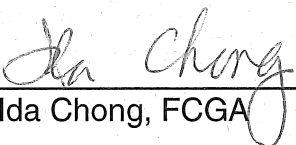

Ha'wilth Muuchinink (Bruce Frank)

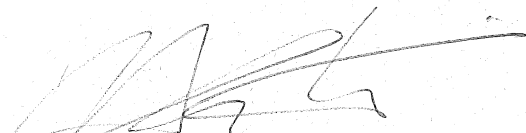

Ha'wilth Naak-Quii-Multh-Nii (Simon Tom)


Ha'wilth Situkinum (Irvin Frank)


Ha'wilth Kaap-chah (Robert Martin)

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia this 16th day of November, 2012 by the Minister of Aboriginal Relations and Reconciliation


Hon. Ida Chong, FCGA


Witness