

Dated the 12 day of June, 2015

Agreement to Amend the Economic and Community Development Agreement (the "Agreement") as it relates to the Mt. Milligan Mining Revenue Sharing Project Section 3.2, Delivery of Payments

Whereas Her Majesty the Queen in Right of the Province of British Columbia (the "Province") and the Nak'azdli First Nation (the "Nak'azdli") entered into an Economic and Community Development Agreement dated June 12, 2012 that included the Mt. Milligan Mining Revenue Sharing Project Appendix 2 (the "ECDA"),

And Whereas the Province and the Nak'azdli agree that the ECDA should be amended to correct Section 3.2, Delivery of Payments,

And Whereas section 11.27 of the ECDA provides that any amendments must be in writing and signed by the Nak'azdli and by the Province,

Therefore the Province and the Nak'azdli agree as follows:

1. The ECDA is amended by replacing Section 3.2 (a-d) as follows:

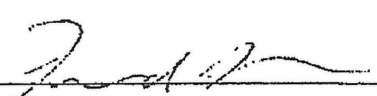

3.2 Bank Account. The Nak'azdli will:

- a. establish and maintain in their name a bank account at a Canadian financial institution for the purpose of receiving revenue sharing payments;
- b. provide British Columbia with the information under section 3.21(a) to enable British Columbia to directly deposit the revenue sharing payments;
- c. notify British Columbia of any change under section 3.21(a), which will be evidenced by band council resolution which British Columbia will be entitled to rely on; and
- d. maintain the bank account under section 3.2(e) until twelve (12) months after the receipt of the last revenue sharing payment.

3.21 Delivery of Payments

- a. British Columbia will deposit revenue sharing payments directly into the payment account established under section 3.2(a).
- b. The Nak'azdli may designate another entity to receive revenue sharing payments under section 3.21(a) and, if such a designation is made, the Nak'azdli will notify British Columbia.

- c. All payments which British Columbia is obliged to make pursuant to the Agreement are to be remitted to the Nak'azdli account.
 - d. For greater certainty, British Columbia will not be obligated to make any payments under this Agreement until the Nak'azdli has complied with subsection 3.2 to the reasonable satisfaction of British Columbia.
2. All other provisions of the ECDA remain in full force and effect.
 3. This Agreement will take effect on the last date upon which it is signed by the Province and the Nak'azdli.
 4. This Agreement may be executed in counterpart and by each party delivering it to the other by fax or electronic mail. Each facsimile or scanned copy will be deemed to be an original and the counterparts taken together will be deemed to constitute one document.

<p>Signed on behalf of the Nak'azdli First Nation, this <u>12</u> day of <u>June</u> 2015:</p>  <p>Chief Fred Sam</p>	<p>Signed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Aboriginal Relations and Reconciliation, this <u>31</u> day of <u>July</u>, 2015</p>  <p>John Rustad</p>
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