

**AMENDMENT TO
CONSERVATION INVESTMENTS AND INCENTIVES AGREEMENT**

This Amendment is entered into effective as of July 21, 2008 in connection with the Conservation Investments and Incentives Agreement dated May 2, 2007 (the "CII Agreement") between the Coast Conservation Endowment Fund Foundation (the "Foundation"), the Coast Economic Development Society, The Nature Conservancy, The William and Flora Hewlett Foundation, The Gordon and Betty Moore Foundation, David and Lucile Packard Foundation, The Rockefeller Brothers Fund, and Tides Canada Foundation. Terms otherwise undefined in this amendment have the meanings set out in the CII Agreement.

NOW THEREFORE this amendment witnesses that, in consideration of the covenants herein contained, the parties agree to amend the CII Agreement as follows:

1. The Financing Table attached as Schedule G to the CII Agreement is deleted and replaced with the attached Schedule G (Amended) dated July 21, 2008 which identifies the Participating First Nations with respect to the Foundation Contribution. In the future the designation of Participating First Nations and the allocations of the Foundation Contribution Income among the Participating First Nations in the Private Funder portions of the Financing Table may be changed without an amendment to this Agreement; provided the changes are approved in writing by the two members of the Foundation nominated by the Private Funders. It is anticipated the Financing Table will be changed to reflect updated conservation outcomes by September 15, 2008.
2. Private Funders have until July 27, 2008 to release from the Foundation Escrow Account the amounts allocated by the "Private Funder Portion" of the Financing Table to Participating First Nations, together with a proportionate amount of Foundation Contribution Income, and distribute such amounts to the Foundation.
3. Any amounts remaining in the Foundation Escrow Account not transferred to the Foundation by July 27, 2008 as provided above will not be returned to the Private Funders pro rata, but instead shall be distributed to the Tides Canada Foundation Great Bear Conservation Investments and Incentive Donor Advised Fund. In the future Tides Canada Foundation may choose to contribute some of these funds to the Foundation and if Tides Canada Foundation directs that such contributed funds be held in accordance with this Agreement, then such funds will be deemed a contribution by Tides Canada Foundation under this Agreement and held by the Foundation as if it were part of the Foundation Contribution.
4. All of The Nature Conservancy's funds deposited in the Foundation Escrow Account shall be used first to make the payment to the Foundation, and the balance of the payment due to the Foundation will be made with the remaining deposits of the other Private Funders.
5. The Foundation and Society may accept applications and distribute funds to any of the entities described in Section 9.2.1; provided that with respect to distributions by the Foundation, the recipient is either a qualified donee under the *Income Tax Act* or is acting as agent on behalf of a qualified donee pursuant to an Agency Agreement. Section 9.2.1 of the CII Agreement is deleted and replaced with the following:
 - 9.2.1 All applications for funding to either the Foundation or the Society must first be endorsed by the Participating First Nation in one of the following ways acceptable to the Foundation or Society, respectively: (1) by an entity wholly or partially owned by the Participating First

Nation's band council, where the band council has delegated authority to that entity by band council resolution or other written authorization; (2) directly through a band council resolution or written authorization of the Participating First Nation's band council or governing body; or (3) by written authorization of an economic development corporation which has been authorized by the band council or governing body of the Participating First Nation to hold primary responsibility for economic development in the community. Any of these entities may also complete the internal review in Section 9.1.1.

6. The Foundation and Private Funders agree that the Foundation Escrow Agreement shall be amended to conform to the changes in this amendment. Except as modified by this amendment and any prior amendments, the terms of the CII Agreement and the Foundation Escrow Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed as of the day and year first above written.

**COAST CONSERVATION ENDOWMENT FUND
FOUNDATION**

Per: _____
Authorized Signatory

COAST ECONOMIC DEVELOPMENT SOCIETY

Per: _____
Authorized Signatory

THE NATURE CONSERVANCY

Per: _____
Authorized Signatory

**THE WILLIAM AND FLORA HEWLETT
FOUNDATION**

Per: _____
Authorized Signatory

**THE GORDON AND BETTY MOORE
FOUNDATION**

Per: _____
Authorized Signatory

DAVID AND LUCILE PACKARD FOUNDATION

Per: _____
Authorized Signatory

THE ROCKEFELLER BROTHERS FUND

Per: _____
Authorized Signatory

TIDES CANADA FOUNDATION

Per: _____
Authorized Signatory

Agreed and confirmed with respect to the Foundation Escrow Agreement:

**THE BANK OF NOVA SCOTIA TRUST
COMPANY, AS ESCROW AGENT**

Per:  _____
Authorized Signatory

Nation's band council, where the band council has delegated authority to that entity by band council resolution or other written authorization; (2) directly through a band council resolution or written authorization of the Participating First Nation's band council or governing body; or (3) by written authorization of an economic development corporation which has been authorized by the band council or governing body of the Participating First Nation to hold primary responsibility for economic development in the community. Any of these entities may also complete the internal review in Section 9.1.1.

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Per: _____
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Per: _____
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DAVID AND LUCILE PACKARD FOUNDATION

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Per: *Susan Bell*
Authorized Signatory

**THE GORDON AND BETTY MOORE
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Per: _____
Authorized Signatory

DAVID AND LUCILE PACKARD FOUNDATION

Per: _____
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**THE GORDON AND BETTY MOORE
FOUNDATION**

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Authorized Signatory

DAVID AND LUCILE PACKARD FOUNDATION

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Per: _____
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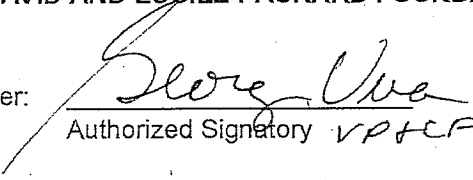
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Per: _____
Authorized Signatory

**THE GORDON AND BETTY MOORE
FOUNDATION**

Per: _____
Authorized Signatory

DAVID AND LUCILE PACKARD FOUNDATION

Per: 
Authorized Signatory VP&CEO

THE ROCKEFELLER BROTHERS FUND

Per: _____
Authorized Signatory

TIDES CANADA FOUNDATION

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THE GORDON AND BETTY MOORE FOUNDATION

Per: _____
Authorized Signatory

DAVID AND LUCILE PACKARD FOUNDATION

Per: _____
Authorized Signatory

THE ROCKEFELLER BROTHERS FUND

Per: *Benjamin R. Shute, Jr.*
Authorized Signatory
Benjamin R. Shute, Jr. - Secretary

TIDES CANADA FOUNDATION

Per: _____
Authorized Signatory

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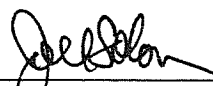
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Schedule G (Amended)
July 21, 2008

Notional Allocations for First Nations under CIII

First Nation	Participating First Nations for Foundation Contribution	Private Funder Portion for Conservation	Public Funder Portion for Economic Development
Gitanyow	No	\$737	\$1,400
Gitga'at	Yes	\$4,003,382	\$3,038,246
Gwawaaineuk	No	\$170,904	\$298,905
Haida	Yes	\$9,068,380	\$9,379,189
Haisla	Yes	\$3,881,674	\$3,934,368
Heiltsuk	Yes	\$9,754,178	\$8,012,630
Homalko	Yes	\$487,703	\$867,556
Kitasoo	Yes	\$6,406,575	\$4,191,876
Kitkatla (Gitxaala)	Yes	\$2,253,335	\$2,961,520
Kitselas	Yes	\$100,816	\$185,976
KNT – Da'naxda'xw, Gwa'Sala-Nakaxa'xw, Kwiakah, Mamalidikula- Que'Qwa'Sot'Em, We Wai Kai, We Wai Kum, Namgis, Tlowitsis	Yes	\$4,989,198	\$6,176,559
Kwicksutaineuk	No	\$518,577	\$709,174
Nisga'a	Yes	\$1,536,895	\$2,529,136
Nuxalk	No	\$4,823,956	\$4,541,060
Tsawataineuk	No	\$469,232	\$857,589
Coastal Tsimshian:			
Lax Kw'alaams	No	\$3,379,897	\$4,118,212
Metlakatla	Yes	\$2,253,264	\$2,745,475
Ulkatcho	No	\$1,054,492	\$1,202,658
Wuikinuxw	Yes	\$2,846,805	\$2,248,471
Total for Participating First Nations		\$47,582,205	
Total Unallocated Funds		\$10,417,795	
Regional initiatives	Paid	\$2,000,000	\$2,000,000
Total		\$60,000,000	\$60,000,000