

SKEENA KNOWLEDGE TRUST AGREEMENT

THIS TRUST AGREEMENT is made effective on September 21, 2017

Between:

Bulkley Valley Centre for Natural Resource Research and Management Society
3883 Third Avenue, P.O. Box 4274
Smithers, British Columbia, V0J 2N0

Wet'suwet'en Treaty Office Society
Suite 1, 205 Beaver Road
Smithers, British Columbia, V0J 2N1

SkeenaWild Conservation Trust
103 – 4622 Greig Avenue
Terrace, British Columbia, V8G 1M9

Pacific Salmon Foundation
300 – 1682 West Seventh Avenue
Vancouver, British Columbia, V6J 4S6

(the “Settlers”)

and

Katrina Marie Connors
742 Patrick Street
Victoria, British Columbia, V8S 4X5

David Gabriel de Wit
2467 Viewmount Road
Smithers, British Columbia, V0J 2N6

William Fenwick Elliot
1394 Morice Drive
Smithers, British Columbia, V0J 2N0

Greg Jonathon Knox
4411 Maroney Avenue
Terrace, British Columbia, V8G 5M7

Donald George Morgan
12002 Old Lake Babine Road
Smithers, British Columbia, V0J 2N7

(the “Original Trustees”)

The name of this Trust shall be the SKEENA KNOWLEDGE TRUST (the “Trust”).

NOW THIS AGREEMENT witnesses as follows:

1. DEFINITIONS

In this Agreement:

- 1.1. **“Skeena Watershed and Ocean Approaches”** means all the lands and waters included in the Skeena Watershed Map attached as Schedule “A1” and all the waters included in the Ocean Approaches Map attached as Schedule “A2” ;
- 1.2. **“Purposes”** means the charitable purposes for the advancement of education and other purposes beneficial to the community as set out in Part 4 of this Agreement;
- 1.3. **“Consensus”** means the decision-making process described in Schedule “B”
- 1.4. **“Person”** means a legal entity as defined by s. 29 of the British Columbia *Interpretation Act*;
- 1.5. **“Successor Trustee”** means a trustee replacing an Original Trustee under section 6.1 of this Agreement;
- 1.6. **“Trustees”** means the Original Trustees and any Successor Trustee that may have replaced an Original Trustee;
- 1.7. **“Trust Property”** means the original body of the trust property under section 2.1 of this Agreement and any property that may be added from time to time under section 2.2 of this Agreement;

2. TRUST PROPERTY

- 2.1. The Settlers acknowledge that they have transferred to the Trustees without consideration four dollars, which comprises the original body of the Trust Property.
- 2.2. Any Settlor or any other person or persons may add additional properties to the Trust Property at any time by inter vivos or testamentary transfer, except that the

Trustees shall not accept, hold or use any original or additional Trust Property that has conditions:

2.2.1. as to where and how the Trustees shall apply and use the Trust Property;
or

2.2.2. as to how the Trustees may report on the use of the Trust Property to others;

that are contrary to any provision of this Agreement.

2.3. Other than the amount transferred under section 2.1 above, no Settlor has any further obligation to transfer funds or other property to the Trust.

2.4. The Trustees shall accept, hold, manage and distribute all such original and additional properties that comprise the Trust Property exclusively for the Purposes and in accordance with the powers and duties provided for in this Agreement.

3. APPLICATION AND USE OF THE TRUST PROPERTY

3.1. The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the Purposes and in accordance with the terms of this Agreement, and the Trustees shall deal with the Trust Property upon the following specific trusts:

3.1.1. **Endowment Trust Account:** the portion of the Trust Property made up of funds that the Settlers or any other person adding additional properties under section 2.2 intend to be invested for the purpose of generating income for the Purposes, shall be invested in investments authorised by law for trustees. The Trustees shall distribute the revenues realised from the Endowment Trust Account to the Revenue Trust Account and shall not dispose of the principal;

3.1.2. **Non-monetary Trust Property:** any portion of the Trust Property made up of any interests in real or chattel property shall be managed by the Trustees at their absolute discretion to provide for the Purposes; and

3.1.3. **Revenue Trust Account:** any portion of the Trust Property made up of:

3.1.3.1. funds that the Settlers or any other person adding additional properties under section 2.2 intended to be used in their entirety for the Purposes;

3.1.3.2. revenues from the Endowment Trust Account; or

3.1.3.3.revenues from Non-monetary Trust Property.

3.1.4. The Revenue Trust Account shall be used by the Trustees only for:

3.1.4.1. the Purposes;

3.1.4.2.the payment of authorised expenses under Part 8 of this Agreement; or

3.1.4.3.the establishment and maintenance of a Reserve Fund that the Trustees, at their absolute discretion, may use to stabilise the Revenue Trust Account in order to fund the Purposes over more than one year.

3.2. Subject to sections 2.2 and 10.4, the Trustees shall manage, administer and report on those parts of the original or additional Trust Property that have conditions attached to them according to the terms of those conditions.

3.3. The Trustees shall not mortgage, pledge or in any way encumber the Trust Property or any interest in it for any purpose whatsoever and shall not lend, invest, release, distribute or advance the Trust Property except as authorised in this Agreement.

4. PURPOSE OF THE TRUST

4.1. The Trustees shall hold the Trust Property and shall manage the Trust Property for the purposes of the advancement of public education and other purposes beneficial to the community by educating the public on the wild salmon populations, their genetic diversity, and their ocean and freshwater habitats in the Skeena Watershed and Ocean Approaches, and the implementation and effectiveness of broadly supported plans and policies by collecting and disseminating information on such populations and habitats, through the decision-making procedures set out in the Annual Knowledge Plan Process (attached as Schedule “C”).

4.2. For greater certainty, it is understood and agreed that this Trust is a purpose trust established for charitable purposes;

4.3. The Trustees shall not use the Trust Property directly or indirectly for gratuitous distribution to any person.

5. DISTRIBUTION OF INCOME FROM THE ENDOWMENT TRUST ACCOUNT AND REVENUE TRUST ACCOUNT

5.1. The Trustees are authorised to distribute any revenues realised from the Endowment Trust Account to the Revenue Trust Account under subsections 3.1.1 and 3.1.3, and the Trustees shall use the following procedures:

5.1.1. in any given fiscal year, monies up to but not exceeding one hundred percent of the revenues realised in the previous fiscal year shall be disbursed from the Endowment Trust Account to the Revenue Trust Account;

5.1.2. any revenues realised from the Endowment Trust Account and which are not distributed to the Revenue Trust Account under subsection 5.1.1 shall be eligible for distribution in subsequent fiscal years to the Revenue Trust Account.

5.2. The Trustees are authorised to distribute monies from the Revenue Trust Account for the Purposes of the Trust under Part 4 and to pay any authorised expenses under Part 8, and establish and maintain the Reserve Fund under Part 3.

6. ORIGINAL AND SUCCESSOR TRUSTEES

The original Trustees under this Agreement shall be:

Katrina Marie Connors
742 Patrick Street
Victoria, British Columbia, V8S 4X5

David Gabriel de Wit
2467 Viewmount Road
Smithers, British Columbia, V0J 2N6

William Fenwick Elliot
1394 Morice Drive
Smithers, British Columbia, V0J 2N0

Greg Jonathon Knox
4411 Maroney Avenue
Terrace, British Columbia, V8G 5M7

Donald George Morgan
12002 Old Lake Babine Road
Smithers, British Columbia, V0J 2N7

- 6.1. In the event of the death, resignation or retirement of a Trustee, the remaining Trustees shall within six months appoint a Successor Trustee through the following process:
 - 6.1.1. form a Trustee Selection Committee made up of:
 - 6.1.1.1. the senior provincial government official or delegate responsible for land-use planning in the Skeena Watershed and Ocean Approaches and who is based in the Skeena watershed;
 - 6.1.1.2. a person appointed by the Bulkley Valley Centre for Natural Resource Research and Management Society; and
 - 6.1.1.3. a person appointed by the Skeena Fisheries Commission.
 - 6.1.2. If a person is not appointed under sub-section 6.1.1.2 or 6.1.1.3, the official under sub-section 6.1.1 shall appoint a person at the official's discretion to sit on the Trustee Selection Committee in that person's place.
 - 6.1.3. instruct the Trustee Selection Committee to prepare a list of candidates for Successor Trustee based on the following candidate attributes:
 - 6.1.3.1. broadly respected community member;
 - 6.1.3.2. capable of impartial decisions;
 - 6.1.3.3. interested in Skeena River wild salmon;
 - 6.1.3.4. prepared to accept the responsibility; and
 - 6.1.3.5. with the existing Trustees, contribute to a broad range of expertise.
 - 6.1.4. the Trustees shall appoint a Successor Trustee from the list prepared by the Trustee Selection Committee under subsection 6.1.3.

7. REVOCATION, AMENDMENT AND TRANSFER

- 7.1. The Settlers may not revoke this Trust in whole or in part, nor may the Settlers alter or amend any of its provisions.
- 7.2. The Trustees may amend the terms of this Agreement only where provided for in this Agreement and only if the amendment is approved by Consensus of a meeting of all Trustees and only as required to give effect to the Purposes of the

Trust.

- 7.3. Promptly upon the execution of this Agreement, the Trustees shall apply to the Canada Revenue Agency ("CRA") to register the Trust as a charity under the *Income Tax Act* (Canada).
- 7.4. If the CRA requires amendments to this Agreement to register the Trust as a charity, and if the Trustees consider that the required amendments do not materially change the intent of the Purposes and this Agreement, the Trustees may so amend any term of this Agreement.
- 7.5. If the Trustees consider that any amendments required by the CRA to register the Trust as a charity materially change the intent of the Purposes and this Agreement, this Agreement is terminated.
- 7.6. The Trustees may transfer any Trust Property to trustees of another trust (the "New Trust"), wherever established, freed and released from the terms of this Trust, if they consider that:
 - 7.6.1. the purposes of the New Trust meets the Purposes of this Trust;
 - 7.6.2. the geographic extent of the New Trust includes the geographic extent of this Trust; and
 - 7.6.3. the New Trust meets any *Income Tax Act* or other legal requirements for the transfer or re-settlement of property held in trust for charitable purposes.

8. POWERS OF THE TRUSTEES

- 8.1. The Trustees shall have the power to invest only in investments authorised by law for trustees.
- 8.2. The Trustees shall have the power to set aside sufficient funds from the Revenue Trust Account to manage, maintain, repair or replace any Non-monetary Trust Property as needed.
- 8.3. The Trustees may appoint a business manager to manage the Trust Property, or to act as the Trustees' agent in respect of the management of the Trust Property, and may terminate any such appointment and make another.
- 8.4. The Trustees shall have all such powers and are authorised to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Property as if they were the absolute owners, including

incorporating all or part of the Trust Property. The Trustees shall vote or cause to be voted the shares of any incorporated part of the Trust Property only in accordance with the terms of this Agreement.

- 8.5. The Trustees shall have the power to appoint two Trustees to be the authorised signatories on behalf of the Trust for all bank accounts, contracts and agreements that have been approved by the Trustees under this Agreement.
- 8.6. The Trustees shall have the authority to pay all costs, charges and expenses of the Trust Property, and to employ and compensate from the Revenue Trust Account such agents, assistants, accountants, technicians, scientists, researchers and lawyers as in the Trustees' judgement shall be necessary to protect and manage the Trust Property and meet the Purposes of the Trust.
- 8.7. The Trustees may commence or defend at the expense of the Trust such litigation with respect to the Trust or any Trust Property as the Trustees may deem advisable to advance the Purpose of the Trust, and may settle any claims or litigation against or in favour of the Trust.
- 8.8. The Trustees shall have the power to take any action and to make any election to minimise the tax liabilities of the Trust.
- 8.9. Subject to section 7.2, the Trustees may grant themselves additional powers under this Part 8 to provide for the proper and reasonable administration of the Trust in accordance with the Purposes and all other terms of this Agreement.
- 8.10. The Trustees shall not be liable for any liabilities, obligations, damages, losses, expenses or fees ("Losses") to the Trust Property or to any party in connection with the exercise of any power or decision under this Agreement, including those related to investment, protection or management, unless the Losses were caused by their fraud, bad faith or breach of fiduciary duty. The Trustees shall use the Trust Property to hold harmless, defend and indemnify the Trustees from any such Losses arising from any and all actions, causes of action, orders, demands, allegations, and proceedings in connection with the exercise of any power or decision under this Agreement, including those related to investment, protection or management, unless the Losses were caused by their fraud, bad faith or breach of fiduciary duty.

9. CONDUCT OF MEETINGS

- 9.1. The Trustees shall meet as required and at least annually and the conduct of the meetings shall be covered by the following rules:
 - 9.1.1. the quorum for the meetings shall be four (4) Trustees, or all Trustees if at any time there are less than five (5) Trustees appointed, with each Trustee

to be present in person, or attending by a communication facility which permits each Trustee to communicate with all other Trustees at the meeting;

9.1.2. the Trustees shall select a chairperson for each meeting (the “Chairperson”);

9.1.3. the Trustees shall make all decisions and take all actions under this Agreement by Consensus of the Trustees at the meeting;

9.2. the Trustees shall record the minutes of decisions taken at each Trustee meeting and shall circulate the minutes for signature by all the Trustees taking part in the meeting.

10. DUTIES OF TRUSTEES

10.1. The Trustees shall adhere to the terms of this Agreement with good faith, prudence and reasonable care and shall not delegate their powers except as expressly authorised in this Agreement.

10.2. The Trustees shall protect the best interests of all the Purposes and shall keep an even hand among the different groups of Purposes by funding only monitoring projects that:

10.2.1. assess the objectives, indicators, targets, measures, strategies or management considerations of the Plan and Policies listed in Schedule C;

10.2.2. are scientifically and technically sound and are managed by professionals with relevant expertise; and

10.2.3. comply with the guidelines and procedures set out in Schedule C.

10.3. The Trustees shall maintain adequate records of all transactions affecting Trust Property and shall have prepared each fiscal year financial statements prepared in accordance with generally accepted Canadian accounting principles, consistently applied. The Trustees shall require the person preparing the financial statements to provide a written report on the financial statements to the Trustees within ninety (90) days of the end of the fiscal year.

10.4. The Trustees shall make widely available and on request to any person or federal, provincial or aboriginal government agency:

10.4.1. a copy of the signed minutes of each meeting of Trustees;

10.4.2. a copy of all ledgers, registers and documents or other records of transactions affecting the Trust Property; and

10.4.3. all correspondence, reports, data tabulations, and other records of technical, scientific, historical and other research undertaken on behalf of the Trust.

10.5. The Trustee shall delegate one or more of them to attend a meeting of any group with an interest in Skeena River wild salmon when reasonably requested to do so and when reasonably able to do so and shall report to any such meeting on the administration of the Trust Property in relation to the Purposes of the Trust as set out in this Agreement.

11. GENERAL PROVISIONS

11.1. If any provision of this Agreement is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

11.2. The headings in this Agreement are for convenience only and are not part of the text.

11.3. The situs of the Trust shall be within the area of the Skeena River watershed and estuary.

- 11.4. The validity of this Agreement and its interpretation will be governed by the laws of British Columbia.

IN WITNESS WHEREOF, this Agreement shall bind the Bulkley Valley Centre for Natural Resource Research and Management Society, the Wet'suwet'en Treaty Office Society, the SkeenaWild Conservation Trust, and the Pacific Salmon Foundation as Settlers, and Katrina Marie Connors, David Gabriel de Wit, William Fenwick Elliot, Greg Jonathon Knox, and Donald George Morgan as Trustees, Successor Trustees assuming the role of Trustees of this Trust.

Dated at the Town of Smithers, Province of British Columbia, this 21st day of September, 2017.

Settlers:

Witness

Brian Edmison, Director, authorised signatory
for the Bulkley Valley Centre for Natural Resource
Research and Management Society

Witness

Debbie L. Pierre, Executive Director, authorised signatory
for the Wet'suwet'en Treaty Office Society

Witness

Greg Knox, Executive Director, authorised signatory
for the SkeenaWild Conservation Trust

Witness

Tim Sucic, Vice-President, Operations, authorised
signatory for the Pacific Salmon Foundation

Trustees:

Witness

Katrina Marie Connors

Witness

David Gabriel de Wit

Witness

William Fenwick Elliot

Witness

Greg Jonathon Knox

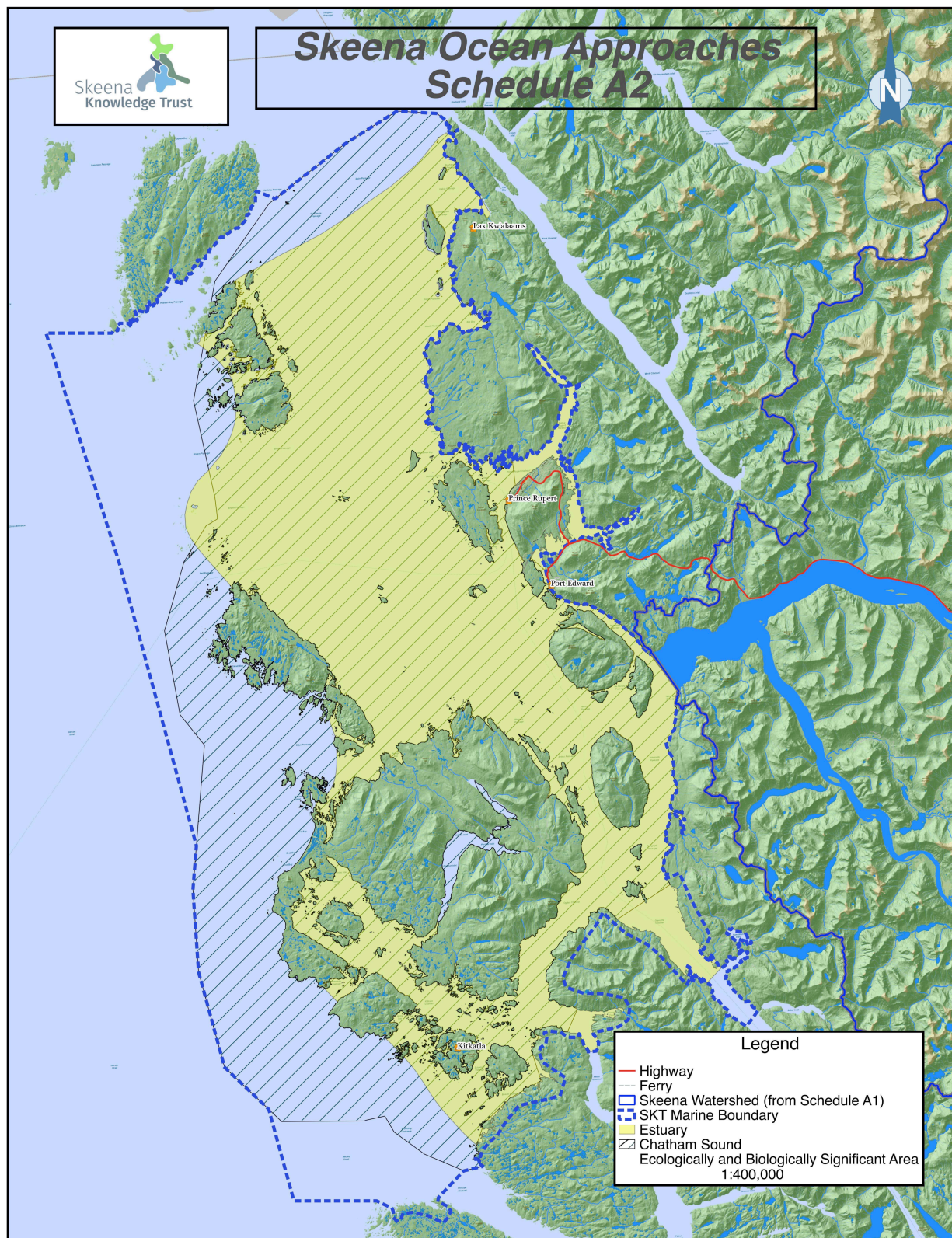
Witness

Donald George Morgan

Schedule "A1"



Schedule "A2"



Schedule “B”

Consensus Decision Making

1. DEFINITION

Consensus is a collective decision that is reached either by all Trustees or by some Trustees with no expressed disagreement by the other Trustees.

2. CONSENSUS PRINCIPLES

The Trustees shall use a consensus process in all their discussions under the following principles:

- a. The purpose of the process is to reach a decision.
- b. A Trustee shall act in utmost good faith at all stages of the process.
- c. A Trustee shall respond to the concerns and goals of others as valid.
- d. A Trustee shall make best efforts to accommodate the interests and concerns of others, rather than the positions and demands of others.
- e. A Trustee shall fully explore all submissions brought to them and shall search for solutions through problem-solving methods.

3. CONSENSUS PROCESS

- a. A Trustee shall make best efforts to reach a consensus with the other Trustees on all Trust decisions.
- b. If the Trustees do not reach consensus on a specific question, they shall apply the following process:
 - i. the Trustee or Trustees that dissent from the majority shall each identify whether the disagreement is over wording or over principles;
 - ii. if the disagreement is over wording, the Trustees shall make best efforts to find alternative words so that consensus can be reached;

- iii. if the disagreement is about principle, the dissenting Trustees shall prepare a report as soon as possible that succinctly states:
 - A. their disagreement in principle with the other Trustees;
 - B. the reasons for the disagreement; and
 - C. a documented alternative to both their view and the majority's view;
- iv. on review of the alternative wording under ii above, or the alternative view under iii above, the Trustees shall reconsider the question;
- v. if a decision cannot be reached after reconsideration, the Trustees shall use the following dispute resolution procedure:
 - A. jointly appoint a mediator to help resolve the disagreement;
 - B. if the disagreement still cannot be resolved, settle the question by a majority vote of the Trustees;
- vi. when a majority vote occurs, the Trustees' shall include in the minutes of the meeting:
 - A. a record that the question was settled by majority vote because of an inability to reach consensus;
 - B. all details of both sides of the disagreement; and
 - C. a copy of the dissenting trustees' report under iii above.

Schedule “C”

Annual Knowledge Plan Process

1. Each year on or before March 31, the Trustees shall establish an annual data and knowledge acquisition, compilation and communication plan under section 4.1 of the Agreement (the “Annual Knowledge Plan”).
2. The Trustees shall establish a budget for the Annual Knowledge Plan by using:
 - a. the funds available to them from the Revenue Trust Account described in sub-section 3.1.3 of the Agreement; and
 - b. the property available to them from the Non-monetary Trust Property described in sub-section 3.1.2 of the Agreement
 (the “Budget”).
3. The Trustees shall use the Budget to meet the Purposes of the Agreement by contracting with others to acquire, compile and communicate credible data and knowledge relevant to wild Pacific salmon in the Skeena Watershed and Ocean Approaches (the “Information Projects”).
4. The Trustees shall allocate the Budget in the Annual Knowledge Plan to:
 - a. maintain and update an information management framework that includes:
 - i. a list of salmonid policy documents, provincial government land-use plans and First Nations land-use plans that apply to the Skeena Watershed and Ocean Approaches and that have demonstrated broad support from the affected public, including:
 - A. the federal Wild Salmon Policy;
 - B. the Metlakatla Strategic Land Use Planning Agreement;
 - C. the Gitanyow Land Use Plan;
 - D. the Wet’suwet’en Land Use Plan;
 - E. the North Coast Land and Resource Management Plan;
 - F. the Kalum Land and Resource Management Plan;

- G. the Morice Land and Resource Management Plan;
- H. the Bulkley Land and Resource Management Plan;
- I. the Kispiox Land and Resource Management Plan;
- J. the Kalum Sustainable Resource Management Plan;
- K. the Cranberry Sustainable Resource Management Plan;
- L. the Bulkley Valley Sustainable Resource Management Plan;
- M. the West Babine Sustainable Resource Management Plan;
- N. the Marine Planning Partnership North Coast Plan (Draft);
- O. the Pacific North Coast Integrated Management Plan;
- P. provincial land-use legislation;
- Q. provincial fisheries legislation;
- R. federal fisheries legislation.

(the “Plans and Policies”)

ii. a compilation of:

- A. the salmon-related objectives from the Plans and Policies organised within each of the following objective classes:
 - (1) maintain wild salmon populations;
 - (2) maintain wild salmon genetic diversity;
 - (3) for all salmon life stages, maintain habitat in:
 - (a) the ocean;
 - (b) the estuary;
 - (c) freshwater;
 - (4) maintain hydroriparian ecosystem integrity;

(5) maintain hydrology (water quantity);

(6) maintain water quality, including:

(a) chemistry;

(b) sedimentation;

(c) temperature;

(7) manage salmon fisheries for sustainable benefits.

(the “Objectives”);

B. relevant pressure indicators of management activities that influence whether an Objective will be achieved, either explicitly given in the Plans and Policies or derived from the standards, strategies and targets in the Plans and Policies (the “Pressure Indicators”)

C. relevant geographic areas, including sub-watersheds;

(the “Information Management Framework”)

b. maintain and update an explicit prioritising process that will determine for all information:

i. its relevance to Skeena salmon;

ii. its credibility;

iii. its value for assessing risk to an Objective;

iv. its accessibility; and

v. its clarity of presentation.

(the “Information Project Prioritising Process”)

c. establish a priority list of Information Projects for that year (the “Information Project Priority List”) using the following methodology:

i. use the Information Project Prioritising Process to:

A. canvass existing information, and to select and rank candidate Information Projects by the value of the information to assess:

- (1) a known risk to an Objective by a known Pressure Indicator;
- (2) an unknown risk to an Objective by a known Pressure Indicator;
- (3) a known risk to an Objective by an unknown Pressure Indicator

(the “Existing Information Project List”);

B. where any assessment under 4.c.i.A above determines that information does not exist, rank candidate Information Projects by the value of their newly-generated information to assess risk to an Objective by a Pressure Indicator (the “New Information Project List”);

C. rank previously acquired Information Projects, by the need to improve the accessibility and clarity of existing presentation (the “Communication Project List”);

ii. for each Information Project on the Existing Information Project List, the New Information Project List and the Communication Project List, estimate its acquisition costs relative to other Information Projects by considering factors that include:

- A. the difficulty of obtaining data;
- B. the complexity of analysis;
- C. the complexity of synthesis and presentation.

(the “Relative Cost Estimate”);

iii. the Trustees, in their discretion, shall combine the Existing Information Project List, the New Information Project List and the Communication Project List into the Information Project Priority List, considering

- A. the Relative Cost Estimate;
- B. changes in relative priorities of each type of project over time as the Skeena Salmon Data Centre develops

- d. fund the highest ranked Information Projects on the Information Project Priority List, including provisions for multi-year Information Projects, until the Budget is exhausted or there are insufficient funds to efficiently fund the next ranked Information Project on the Information Project Priority List, in which case the funds will be returned to the Revenue Trust Account for the following year.
5. The Trustees may amend any part of this Schedule only where provided for in this Agreement and only if the amendment is approved by Consensus of a meeting of all Trustees and only as required to give effect to the Purposes of the Trust.