

## MORICE WATER MONITORING TRUST AGREEMENT

THIS TRUST AGREEMENT is made effective on ~~June 16~~ <sup>AUGUST</sup>, 2019

Between:

Yextsowiten House, of the Village of Witset, Province of British Columbia;

Yextsowilkas House, of the Village of Witset, Province of British Columbia;

Casyex House, of the Village of Witset, Province of British Columbia;

Djakanyex House, of the Village of Witset, Province of British Columbia;

Ginehklaiyex House, of the Village of Witset, Province of British Columbia;

Tsaiyex House, of the Village of Witset, Province of British Columbia; and

The Wet'suwet'en Treaty Office Society, incorporated under the laws of British Columbia, of 1 – 205 Beaver Road, Smithers, British Columbia, V0J 2N1.

(the "Settlers")

And

Rick Vikram Budhwa, of 3070 Van Gaalen Road, Smithers,  
British Columbia, V0J 2N6;

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

Walter Keith Brian Joseph, of 14 – 3 Denii Street, Hagwilget,  
British Columbia, V0J 2J0;

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

Ian David Sharpe, of 1972 Princess Street, Smithers,  
British Columbia, V0J 2N0;

(the "Original Trustees")

The name of this Trust shall be the MORICE WATER MONITORING TRUST (the "Trust").

NOW THIS AGREEMENT witnesses as follows:

## 1. DEFINITIONS

In this Agreement:

- 1.1. **“Morice Water Management Area”** means all the lands included in the Map attached as Schedule “A”;
- 1.2. **“Wet’suwet’en Territories”** means the combined area of the claimed territories of the Wet’suwet’en Houses (as illustrated in the map attached as Schedule “B”).
- 1.3. **“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;
- 1.4. **“Consensus”** means the decision-making process described in Schedule “C”
- 1.5. **“person”** means a legal entity as defined by s. 29 of the *British Columbia Interpretation Act*;
- 1.6. **“Successor Trustee”** means a trustee replacing an Original Trustee under section 6.1 of this Agreement;
- 1.7. **“Trustees”** means the Original Trustees and any Successor Trustee that may have replaced an Original Trustee;
- 1.8. **“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;
- 1.9. The settlement of the Trust by a Wet’suwet’en House through the signature of its Chief or other person authorised by the House shall be deemed irrevocable and binding on that House despite any future succession of another individual to that House Chief’s or authorised signatory’s name.

## 2. TRUST PROPERTY

- 2.1. The Settlers acknowledge that they have transferred to the Trustees without consideration eight 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 as follows:

4.1.1. educating the community on natural resources management of the Morice Water Management Area environment and the implementation and effectiveness of any British Columbia/Wet'suwet'en government-to-government agreements, and related natural resources management activities, plans and policies in the Morice Water Management Area (the "Morice Plans") by collecting and disseminating information on monitoring activities and providing results of monitoring research and baseline data collection, as follows:

4.1.1.1. monitoring the implementation and the effectiveness of the Morice Plans; and

4.1.1.2. collection of baseline data on the habitat and water quality supporting salmon and other fish, including water quality and quantity data, and hydrologic integrity that would fill information gaps or reduce information uncertainty, such that indicators of

natural resource sustainability and ecosystem health identified in the Morice Plans can be efficiently and effectively monitored;

- 4.1.1.3. providing credible monitoring research and baseline data collection results in support of environmental effects monitoring and assessment to enable continuous improvement of Morice Plans resulting in better management of environmental values in the Morice Water Management Area

through the decision-making procedures set out in the Annual Monitoring Plan Process (attached as Schedule "D").

- 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:

Rick Vikram Budhwa, of 3070 Van Gaalen Road, Smithers,

|                               |   |
|-------------------------------|---|
|                               | British Columbia, V0J 2N6;  |
| Donald George Morgan, of      | 12002 Old Babine Lake Road, Smithers,<br>British Columbia, V0J 2N7; |
| David Gabriel de Wit, of      | 2467 Viewmount Road, Smithers,<br>British Columbia, V0J 2N6;        |
| Walter Keith Brian Joseph, of | 14 – 3 Denii Street, Hagwilget<br>British Columbia, V0J 2J0;        |
| Ian David Sharpe, of          | 1972 Princess Street, Smithers,<br>British Columbia, V0J 2N0.       |

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.a person appointed by the Bulkley Valley Centre for Natural Resources Research and Management Society;

6.1.1.2.a person appointed by the Office of the Wet'suwet'en Society; and

6.1.2. instruct the Trustee Selection Committee to prepare a list of candidates for Successor Trustee based on the following candidate attributes:

6.1.2.1. broadly respected community member;

6.1.2.2. capable of impartial decisions;

6.1.2.3. interested in the Morice Water Management Area;

6.1.2.4. prepared to accept the responsibility; and

6.1.2.5. with the existing Trustees, contribute to a broad range of expertise.

6.1.3. the Trustees shall appoint a Successor Trustee from the list prepared by the Trustee Selection Committee under subsection 6.1.2.

## 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 meet the Purposes of this Trust;
  - 7.6.2. the geographic extent of the New Trust includes the geographic extent of this Trust but does not include lands outside of the Wet'suwet'en Territories; 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 Morice Plans listed in Schedule D;
  - 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 the Morice Water Management Area 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 Wet'suwet'en Territories.


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

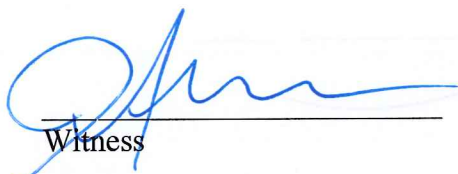
IN WITNESS WHEREOF, this Agreement shall bind the Yextsowiten House, Yextsowilkas House, Casyex House, Djakanyex House, Ginehklaiyex House, Tsaiyex House, and the Wet'suwet'en Treaty Office Society as Settlers, and Rick Vikram Budhwa, David Gabriel de Wit, Walter Keith Brian Joseph, Donald George Morgan, and Ian David Sharpe as Trustees, Successor Trustees assuming the role of Trustees of this Trust.

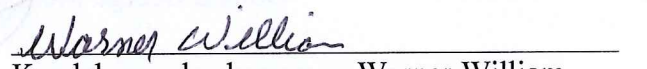
Dated at the Town of Smithers, Province of British Columbia, this 16<sup>th</sup> day of ~~June~~ <sup>AUGUST</sup>, 2019.


**Settlers:**

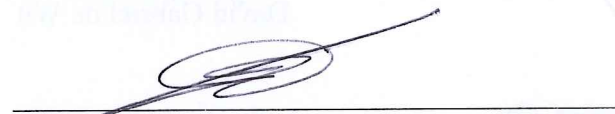
  
Witness


  
Lay'oh, also known as James Namox,  
on behalf of the members of Yextsowiten House

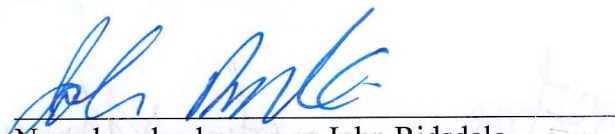
  
Witness

  
Knebeas, also known as Warner William,  
on behalf of the members of Yextsowilkas House

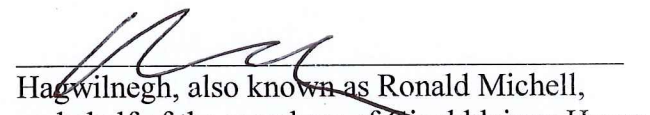
  
Witness

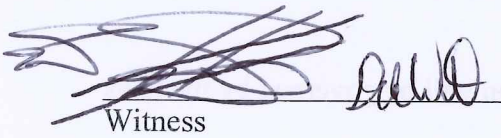
  
Woos, also known as Frank Alec,  
on behalf of the members of Casyex House


  
Witness

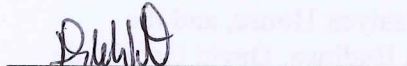
  
Namoks, also known as John Ridsdale,  
on behalf of the members of Djakanyex House

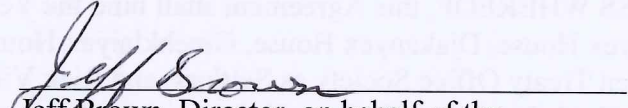
  
Witness

  
Hagwilnegh, also known as Ronald Michell,  
on behalf of the members of Ginehklaiyex House

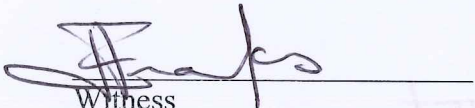
  
Witness

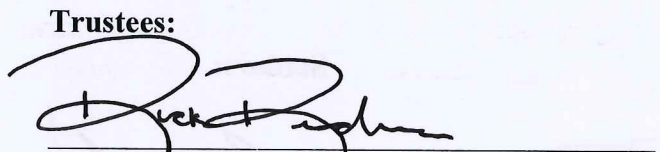
  
Smogelgem, also known as Warner Naziel,  
on behalf of the members of Tsaiyex House

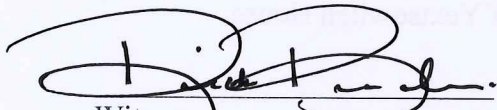
  
Witness

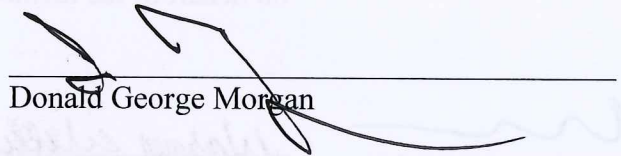
  
Jeff Brown, Director, on behalf of the  
Wet'suwet'en Treaty Office Society

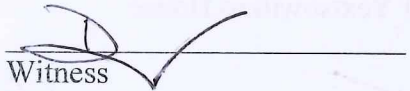
**Trustees:**


  
Witness

  
Rick Vikram Budhwa

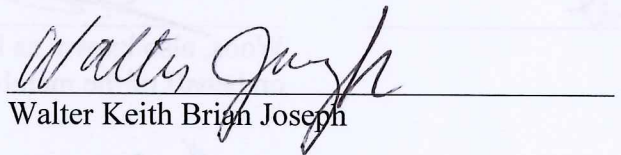
  
Witness

  
Donald George Morgan

  
Witness

  
David Gabriel de Wit

  
Witness

  
Walter Keith Brian Joseph

  
Witness

  
Ian David Sharpe


### Schedule "A"

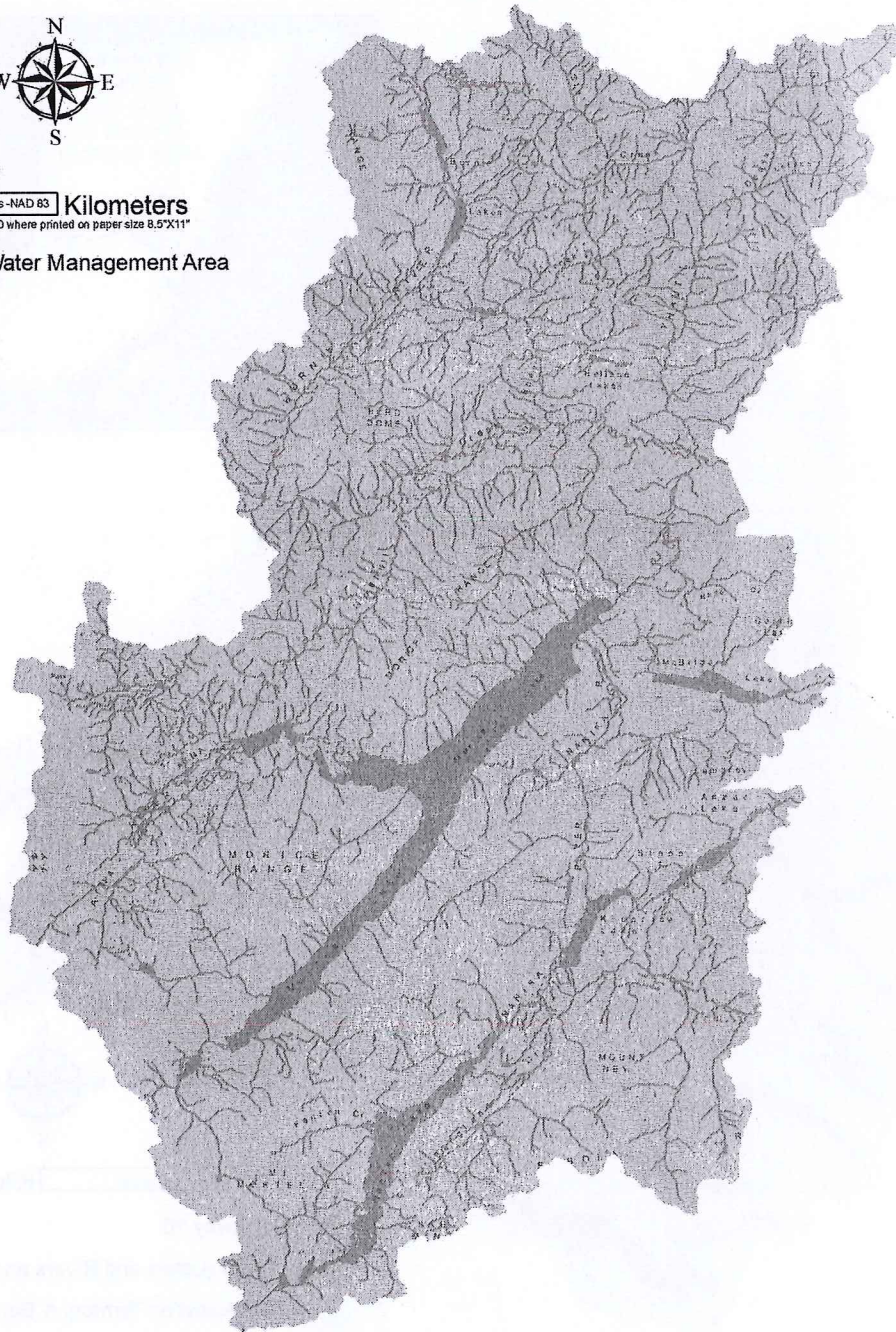
# Morice Water Management Area



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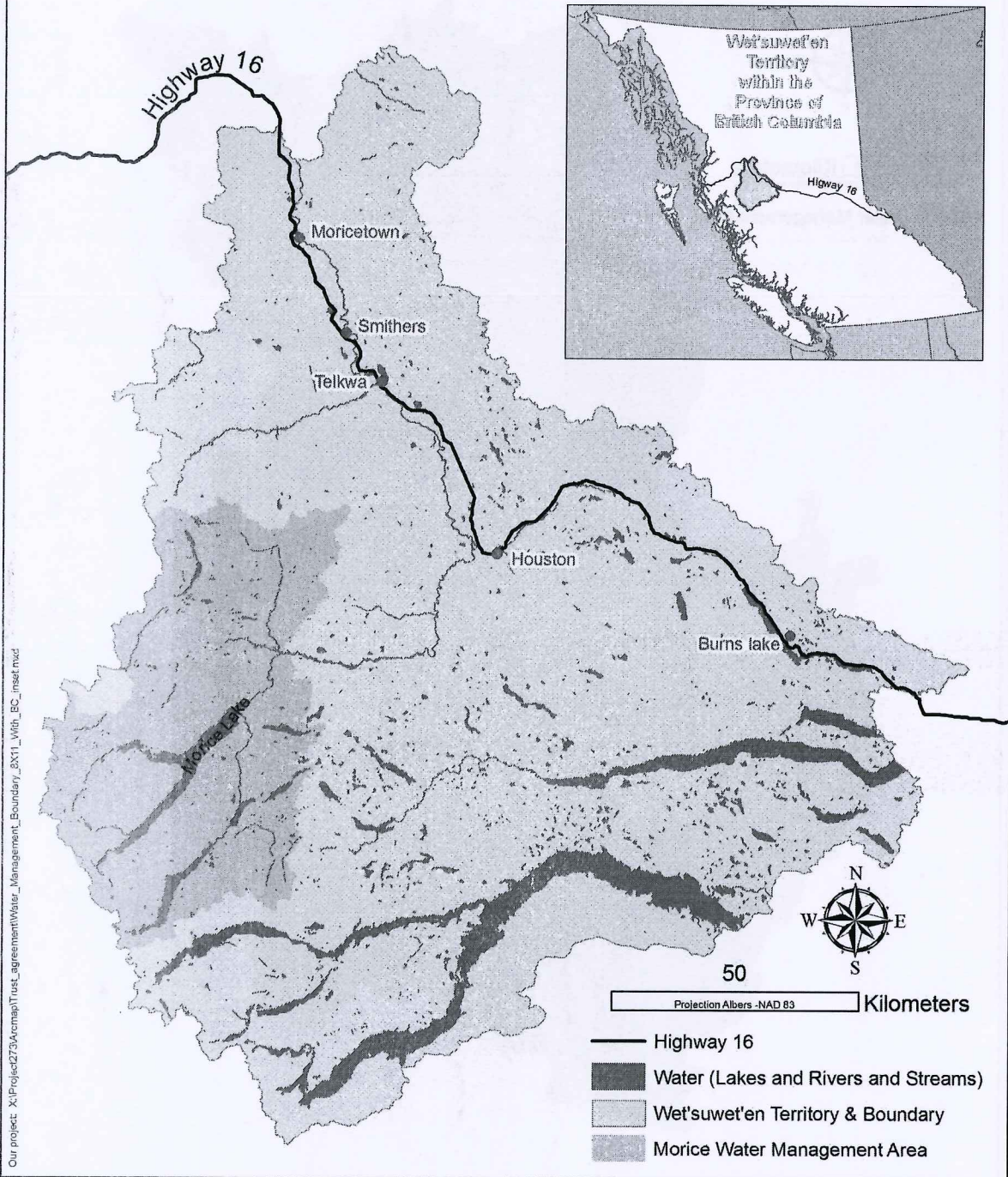
Projection Albers -NAD 83 Kilometers  
Scale is 1:400,000 where printed on paper size 8.5"x11"

 Water Management Area



### Schedule "B"

# Morice Water Management Area & Wet'suwet'en Territory



## **Schedule "C"**

### ***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 "D"

### *Annual Monitoring Plan Process*

1. Each year on or before March 31, the Trustees shall establish an annual monitoring plan under section 10.2 of the Agreement (the "Annual Monitoring Plan").
2. The Trustees shall establish a budget for the Annual Monitoring 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 undertake and report on one or more monitoring projects, that may include field research, office research and analysis, data management, bibliographic compilation and monitoring systems design in the Morice Water Management Area (the "Monitoring Projects").
4. The Trustees shall allocate the Budget in the Annual Monitoring Plan to:
  - i. maintain and update an information repository that shall include: a list of land-use plans, land-use designations, natural resource monitoring requirements, and any other British Columbia/Wet'suwet'en government-to-government agreements that are defined as the Morice Plans in section 4.1.1.1 of the Trust Agreement;
  - ii. a compilation of:
    - A. the goals and objectives for each value or resource relating to the habitat and water quality supporting salmon and other fish (the "Objectives");
    - B. the measurable indicators of whether an Objective will be achieved, either explicitly given or derived from the standards, strategies and targets (the "Indicators"); and
    - C. the measurable linkages between the Indicators and existing and planned management activities

- from the Morice Plans (the “Morice Plans Summary”);
- iii. the collection of a general suite of baseline water, sediment and biological variables that shall include baseline data for each Indicator, and the Trustees shall set aside sufficient funds in each successive Annual Monitoring Plan such that a time series for each variable is produced that reasonably characterises its natural range of variation;
  - iv. a summary of scientific information from peer-reviewed literature, interviews with experts, and completed Monitoring Projects that relates each Indicator to its corresponding Objective (the “Knowledge Base”);
- b. maintain and update an explicit monitoring priority decision model (the “Model”) that will use information in the Knowledge Base and the Morice Plans Summary to determine for each Objective:
- i. over the complete range of Indicator data, the associated levels of risk that the Objective will not be achieved (the “Risk”);
  - ii. the level of uncertainty about each level of Risk (the “Uncertainty”);
- c. establish a priority list of Monitoring Projects for that year (the “Monitoring Priority List”) using the following methodology:
- i. for those Objectives where there are insufficient Indicator data to reliably estimate Risk, use the Model to rank the Objectives in a list of Monitoring Projects to collect Indicator data (the “Indicator Data Collection Priority List”);
  - ii. for each Objective where there are sufficient Indicator data to reliably estimate Risk, use the Model to determine:
    - A. the current Risk, using Indicator data for current conditions;
    - B. the future Risk, using Indicator data for planned future conditions;
    - C. the Uncertainty of current and future Risk;
  - iii. use the Model to rank the Objectives in a list of Monitoring Projects to reduce Uncertainty (the “Reducing Uncertainty Priority List”);
  - iv. use the Model to rank the Objectives in a list of Monitoring Projects to estimate any negative consequences associated with existing management strategies (the “Negative Consequences Priority List”);

- v. use the Model to further rank those Objectives that have equal priority in each of the Indicator Data Collection Priority List, the Reducing Uncertainty Priority List and the Negative Consequences Priority List by considering for each Objective:
  - A. any Uncertainty caused by factors external to the Land Use Designations;
  - B. the Objective's influence on the probability of achieving other Objectives;
  - C. the time taken for the value or resource to recover if the Objective is not achieved;
- vi. for each Monitoring Project on the Indicator Data Collection Priority List, the Reducing Uncertainty Priority List and the Negative Consequences Priority List, estimate its costs relative to other Monitoring Projects by considering factors that include:
  - A. the difficulty of obtaining data;
  - B. the appropriate time scale;
  - C. the appropriate spatial scale;
  - D. the required skill level; and
  - E. the complexity of analysis(the "Relative Cost Estimate");
- vii. using the Trustees' discretion, combine the Indicator Data Collection Priority List, the Reducing Uncertainty Priority List and the Negative Consequences Priority List into the Monitoring Priority List, considering the Relative Cost Estimate and the approximate equal importance of each list.
- d. fund the highest ranked Monitoring Projects on the Monitoring Priority List, including provisions for multi-year Monitoring Projects, until the Budget is exhausted or there are insufficient funds to efficiently fund a Monitoring Project, in which case the funds will be returned to the Revenue Trust Account for the following year.
- e. if a Morice Plan incorporates express objectives, indicators and targets, and funds have been given to the Trust to monitor those objectives, the Trustees may, at their absolute discretion, directly allocate such funds to such monitoring projects

without following the procedure set out in this section, but shall otherwise comply with all other provisions of the Agreement.

5. The Trustees may amend any part of this Schedule 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.