

**Forest and Range Consultation and Revenue Sharing Agreement  
Confirmation and Amending Agreement**

**Between:**

**Her Majesty the Queen in Right of the Province of British Columbia, as  
represented by the Minister of Indigenous Relations and Reconciliation**

**And:**

**Simpcw First Nation**

**(Collectively referred to here as the "Parties")**

**WHEREAS:**

- A. The Parties entered into the Forest and Range Consultation and Revenue Sharing Agreement ("Agreement") on March 8<sup>th</sup>, 2018 which is attached as Appendix A;
- B. The terms of the Agreement expired on March 7<sup>th</sup>, 2019. The Parties wish to confirm their intentions to be bound by the terms of the Agreement as if it had not expired, and in accordance with the further amendments set out in this Confirmation and Amending Agreement.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1. This Confirmation and Amending Agreement will take effect on the date that it is fully executed by the Parties.
- 2. The Parties agree to continue to be bound by the Agreement, in accordance with this Confirmation and Amending Agreement, as if the Agreement had not expired.
- 3. Article 3.3 is deleted and replaced as follows:

**Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to the month in which the Agreement is terminated by either Party under section 13, or to the end of the month in which the Agreement expires.

- 4. A new Article 3.4 is added as follows:

**Verification.** Upon request by Simpcw, the Province will provide any available additional information with respect to the calculations identified in Appendix C and will assist Simpcw to examine and verify the accuracy of any payment provided under this Agreement.

5. A new Article 3.5 is added as follows:

**Changes to Revenue Sharing Contribution.** If, after the Effective Date, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement when any such change comes into effect.

6. Article 14 is amended as follows:

14.1 This Agreement will end on August 1, 2020.

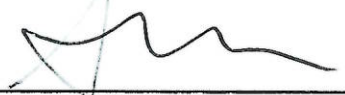
7. Appendix C is amended as follows:

1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 5 percent of the forest revenue attributed to the Simpcw First Nation as described in section 1.2 of this Appendix. Revenue sharing percentages are reflective of the Letter of Commitment (LOC) participation or an equivalent Reconciliation (RA) type of agreement. In the event that no higher level agreement or LOC is in effect, the Territory Forest Revenue Sharing Component will revert to 3%.

2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 75 percent of the forest revenue as described in section 2.0 of this Appendix. Revenue sharing percentages are reflective of the LOC participation or an equivalent RA-type of agreement. In the event that no higher level agreement or LOC is in effect, the Direct Award Forest Tenure Revenue Sharing Component will revert to 35%.

8. In all other respects the Agreement, as amended, remains the same.

**Signed on behalf of:  
Government of British Columbia**

  
\_\_\_\_\_  
Honorable Minister Scott Fraser  
Minister of Indigenous Relations  
and Reconciliation

Oct. 7, 2019  
Date

  
\_\_\_\_\_  
Witness of Minister Signature

**Simpcw First Nation**

Shelly Loring  
Chief Shelly Loring

Mr. Kyrn  
Councillor

Mr. Y. Matthews  
Councillor

K. Tatei  
Witness of Simpcw Signature

Sept. 9/19  
Date

Sept 9/19  
Date

Sept. 9/19  
Date