

Dated the ____ day of _____, 2016

**Agreement to Amend the Economic and Community Development
Agreement as it relates to the Forest Revenue Sharing Project Appendix
(the “Agreement”)**

Whereas Her Majesty the Queen in Right of the Province of British Columbia (the “Province”) and the Ktunaxa Nation Council Society (the “KNC”), on its own behalf and on behalf of the Ktunaxa Nation, ʔaqam (formerly St. Mary’s Indian Band), Tobacco Plains Indian Band, Lower Kootenay Indian Band and ʔakisqnuuk First Nation (the “Ktunaxa Parties”) entered into an Economic and Community Development Agreement dated January 29, 2013 that included a Forest Revenue Sharing Project Appendix (the “ECDA”),

And Whereas subsection 13(4) of the ECDA provides that any amendments must be in writing and signed by the KNC on behalf of the Ktunaxa Parties and by the Province,

Therefore the Province and the KNC agree as follows:

1. The ECDA is amended by amending the Forest Revenue Sharing Project Appendix as follows:

- (a) in subsection 6(1), by deleting the date “**September 9, 2015**” and replacing it with “**October 1, 2016**”, and by deleting the date “**September 30, 2016**” and replacing it with “**September 30, 2017**”, so that the subsection as amended will provide:

“6 (1) The provisions of this Project Appendix will take effect as of October 1, 2016 and unless renewed in accordance with section 8, or terminated earlier in accordance with any of the provisions hereof, will continue until September 30, 2017.”;

- (b) in subsection 7(3), by deleting the year “**2016**” and replacing it with “**2017**”, so that the subsection as amended will provide:

“7 (3) If this Project Appendix is terminated prior to September 30, 2017, the Project Payment payable for the BC Fiscal Year in

which the termination becomes effective will be prorated to the termination date.”;

- (c) in subsection 8(2), by deleting the year “**2016**” and replacing it with “**2017**”, so that the subsection as amended will provide:

“8 (2) Despite subsection (1), and section 6, the Parties will, if both Parties have received such authorizations as they may require, begin negotiations for a new Forest Revenue Sharing Project Appendix at the Ktunaxa Nation’s request, which may come into effect prior to September 30, 2017.”;

- (d) in subsection 3(3) of Schedule 1, by deleting the years “**2015/16**” and replacing it with “**2016/17**”, so that the subsection as amended will provide:

“3 (3) For the 2016/17 BC Fiscal Year that this Project Appendix is in effect, the remaining portion of the Project Payment is calculated by determining the value of the payments that were made by British Columbia to the Ktunaxa Parties in any given full year under the *Ktunaxa Nation Council Interim Agreement on Forest & Range Opportunities* (the “Annual Amount”) and applying 40 percent to that Annual Amount.”;

- (e) in subsection 3(4) of Schedule 1, by deleting the years “**2015/16**” and replacing it with “**2016/17**”, so that the subsection as amended will provide:


“3 (4) Despite subsection (3), if the Project Payment Transition calculation for BC Fiscal Year 2016/17 under subsection (2) provides:

- (a) an amount calculated under sections 1 and 2 that is equal to or greater than the annual payments received under the *Ktunaxa Nation Council Interim Agreement on Forest & Range Opportunities*, then the Ktunaxa Parties shall only receive the annual payments described by the Project Payment Transition calculation in subsection (2) for BC Fiscal Year 2016/17;**

(b) an amount calculated under the Project Payment Transition calculations in subsections (2) and (3) that is greater than the annual payments received under the *Ktunaxa Nation Council Interim Agreement on Forest & Range Opportunities*, then the Ktunaxa Parties shall only receive an annual payment for BC Fiscal Year 2016/17 that is equal to the annual payment received under the *Ktunaxa Nation Council Interim Agreement on Forest & Range Opportunities*.”;

2. The Province and the Ktunaxa Parties will provide notice on their respective websites that the ECDA has been amended by this Agreement and will make a copy of this Agreement available on their websites to the same extent that the ECDA is made available.
3. A consolidated version of the Forest Revenue Sharing Project Appendix is attached as Exhibit A.
4. All other provisions of the ECDA remain in full force and effect.
5. This Agreement will take effect as of October 1, 2016.
6. In the event of any discrepancy between this Agreement and the consolidated version attached as Exhibit A, the version attached as Exhibit A will be relied upon as the authoritative version.
7. 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.

Signed on behalf of the Ktunaxa Nation Council Society, on its own behalf and on behalf of the Ktunaxa Nation, ʔaqam (formerly St. Mary's Indian Band), Lower Kootenay Indian Band and ʔakisq̓nuk First Nation this 19 day of September, 2016:


Kathryn Teneese, Chair

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 13th day of OCTOBER, 2016:


Doug Caul, Deputy Minister

Exhibit A

Forest Revenue Sharing Project Appendix