

Lax Kw'alaams Band
Forest Consultation and Revenue Sharing Agreement (FCRSA)
(The "Agreement")
Amendment Agreement

WHEREAS:

- A. The parties entered into the Agreement on June 28th, 2021.
- B. The parties wish to amend the Agreement as set out in this Amendment Agreement to align the Agreement with the revised interim FCRSA template and revenue calculation mandate.

THEREFORE:

The parties agree to amend the Agreement as follows:

- 1. **Definitions.** "Traditional Territory" is replaced with "Territory" and the term "Traditional Territory" is replaced with "Territory" throughout the agreement and appendixes.

- 2. **Article 5. Conditions of Payment**, is amended as follows:

5.1 Reporting and compliance requirements. For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Lax Kw'alaams having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
- (b) Revenue Sharing Contributions not having been suspended under Article 11.

- 3. **Article 6. Consultation**, is amended as follows:

6.1 Satisfaction of Consultation Obligations. Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfil its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Lax Kw'alaams will identify potential measures to accommodate any potential adverse impacts on Lax Kw'alaams's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.

4. **Article 7. Acknowledgments and Covenants**, is amended as follows:

7.2 Revenue Sharing Contributions are accommodation. Lax Kw'alaams agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Lax Kw'alaams's Aboriginal Interests.

7.3 Where consultation process is followed. Lax Kw'alaams agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Lax Kw'alaams's Aboriginal Interests.

5. **Article 8. Community Priorities, Annual Reports and Records**, is amended as follows:

8.1 Statement of Community Priorities; 8.4 Audit; and 8.5 Delivery of Report are deleted.

6. **Article 9. Security Deposits** is deleted.

7. **Article 10. Set Off and Notice**, are deleted.

8. **Article 11. Assistance**, is amended as follows:

11.1 Non-Interference is deleted.

11.2 Cooperation and Support. Renumbered as 9.1. Lax Kw'alaams will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by a Member that is inconsistent with this Agreement.

9. **Article 13. Suspension and Termination**, is amended as follows:

13.1 Suspension of Revenue Sharing Contributions. Renumbered as 11.1. British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Lax Kw'alaams is in material breach of its obligations under this Agreement.

13.4. Proceedings inconsistent with acknowledgments, is deleted.

10. **Appendix C**, is amended as follows:

1.4 The Territory Forest Revenue Sharing Component will be calculated by multiplying 8 percent of non BC Timber Sales forest revenue attributed to the Lax Kw'alaams and 11 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.

3.0. is deleted.

In all other respects the Agreement remains the same.

These amendments will take effect on the date that the last party signs this Amendment Agreement.


Signed on behalf of:

Lax Kw'alaams



Mayor Garry Reece
Signature

July 19 2022
Date



Witness of Lax Kw'alaams
Signature

Signed on behalf of:

Government of British Columbia



Minister of Indigenous Relations and
Reconciliation

August 4, 2022
Date



Witness of Provincial Signature