

**NANWAKOLAS FIRST NATIONS  
2016  
ATMOSPHERIC BENEFIT SHARING  
AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA**

**AND**

**NANWAKOLAS FIRST NATIONS**



**NANWAKOLAS FIRST NATIONS  
2016 ATMOSPHERIC BENEFIT SHARING AGREEMENT**

THIS AGREEMENT made the 2 day of May, 2016

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented jointly by the Minister of Aboriginal Relations and Reconciliation, and the Minister of Forests, Lands and Natural Resource Operations

("British Columbia")

**AND**

**MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION**

**TLOWITSIS FIRST NATION**

**DA'ANAXDA'XW AWAETLALA NATION**

**K'ÓMOKS FIRST NATION**

**WEI WAI KUM FIRST NATION**

Each a "First Nation" and collectively the "Nanwakolas First Nations"

Collectively all the "Parties"

**WHEREAS:**

- A. On February 7, 2006, the Mamalilikulla-Qwe'Qwa'Sot'Em, Tlowitsis, Da'naxda'xw Awaetlala, K'ómoks and Wei Wai Kum First Nations and British Columbia announced the South Central and Central North Coast Land Use Vision which included a commitment to fully implement Ecosystem Based Management (EBM) by March 31, 2009;

- B. The Parties have received written notice from Gwa'sala-'Nakwaxda'xw First Nation, by letter to the Nanwakolas Council Society and member First Nations dated January 27, 2016, and supported by Band Council Resolution dated January 26, 2016, indicating their wish to withdraw from the Nanwakolas Council and Nanwakolas Reconciliation Protocol, signed in July 2011 and as amended from time to time;
- C. The Parties wish to include the Wei Wai Kum First Nation as a Party to the Reconciliation Protocol.
- D. On March 27, 2006, the Mamalilikulla-Qwe'Qwa'Sot'Em, Tlowitsis, Da'naxda'xw Awaetlala, K'ómoks and Wei Wai Kum First Nations and British Columbia entered into the Land Use Planning Agreement in Principle which established further commitments to develop and implement EBM in the Project Area;
- E. Nanwakolas First Nations have been working collaboratively with Coastal First Nations since 2004/05 to explore and work to realize revenues and other benefits related to the increased carbon sequestration that would occur as a result of EBM implementation;
- D. To fully implement EBM in the South Central and pursuant to discussions between the Parties, by March 27, 2009 British Columbia had established:
- a) Order in Council No. 2/2009, the *Central and North Coast Biodiversity, Mining and Tourism Area Order*, pursuant to the *Environment and Land Use Act*,
  - b) the Protected Areas in the Project Area pursuant to the *Protected Areas of British Columbia Act*, and
  - c) land use objectives for the Central Coast that define objectives, strategies and practices for the management of forest resources in accordance with ecosystem based management pursuant to Section 93.4 of the *Land Act* and the *Land Use Objectives Regulation*.
- E. The Parties are of the view that the aforementioned actions have and will continue to increase the amount of carbon sequestration and reduce carbon emissions that occurs on forested land in the Project Area and such increases will result in greenhouse gas reductions that are capable of being recognized as carbon emission offsets;
- F. When further land use orders are implemented that increase the amount of carbon sequestration and reduce carbon emissions that occurs on forested land in the

Project Area, such increases will result in greenhouse gas reductions that are capable of being recognized as carbon emission offsets;

- G. The Parties are currently conducting a review of EBM implementation in the South Coast, and may make additional land use decisions that will further increase the amount of carbon sequestration and further reduce the amount of carbon emissions that occurs on forested land in the Project Area, and such increases and reductions will result in additional greenhouse gas reductions that are capable of being validated and verified as carbon emission offsets;
- H. In July 2011, British Columbia and the Mamalilikulla-Qwe'Qwa'Sot'Em, Tlowitsis, Da'naxda'xw Awaetlala, Gwa'sala-'Nakwaxda'xw and K'ómoks First Nations entered into a Reconciliation Protocol, which has been and may to continue to be amended from time to time in accordance with its provisions;
- I. The Parties utilized a Forest Carbon Offset Model to assess the timber supply implications of implementing EBM in the Project Area;
- J. Based on the spatial timber supply model, the Parties have developed an appropriate and credible model for estimating the forest carbon offsets in the Project Area;
- K. The Parties established specific arrangements to enable the Nanwakolas First Nations to utilize atmospheric benefits to achieve progress toward socioeconomic objectives and satisfy the terms of the Reconciliation Protocol; and
- L. The Parties wish to make amendments to the arrangements by way of this superseding Agreement.

Now therefore in consideration of the premises and the covenants and agreements set out below, the parties agree as follows:

## 1.0 DEFINITIONS

In this Agreement:

**“Agreement”** means this Agreement between Mamalilikulla-Qwe'Qwa'Sot'Em First Nation, Tlowitsis First Nation, Da'naxda'xw Awaetlala Nation, K'ómoks First Nation and Wei Wai Kum First Nation, and British Columbia and all Appendices to this Agreement;

**“Atmospheric Benefits”** means the enhancement of carbon gas removal and the

reduction of carbon gas emission resulting from the effect of the actions described in preamble D and F and estimated in the Forest Carbon Model;

**“Available South Coast Atmospheric Benefits”** means 42% of the annual quantum of South Coast Atmospheric Benefits;

**“Distributed Atmospheric Benefits”** means the Atmospheric Benefits available for sale by the Nanwakolas First Nations in accordance with section 3.2 of this Agreement;

**“EBM”** means the framework for Ecosystem Based Management that the Parties agreed to implement in the South Coast that seeks to ensure the coexistence of healthy, fully functioning ecosystems and human communities;

**“Emission Offset”** means any tradable credit, offset or unit that represents an estimated atmospheric benefit from any greenhouse gas reduction project that is recognized by a voluntary or regulatory program of the government or a third party for the recognition of Emission Offsets, and used to offset greenhouse gas emissions from other sources;

**“Forest Carbon Model”** means the methods applied to estimate atmospheric benefits, attached as Appendix 2;

**“Intentional Reversal”** means a Reversal caused by activities undertaken or authorized by the Province, or undertaken pursuant to a disposition of an interest in land by the Province;

**“Nanwakolas / British Columbia Framework Agreement”** means the agreement entered into by the Mamalilikulla-Qwe’Qwa’Sot’Em First Nation, Tlowitsis First Nation, Da’naxda’xw Awaetlala Nation, Gwa’sala-‘Nakwaxda’xw First Nation, K’ómoks First Nation, We Wai Kum First Nation, We Wai Kai First Nation, Kwiakah First Nation, British Columbia and the Nanwakolas Council Society, dated for reference, December 16 2009, and amended on September 24, 2010, November 15, 2011 and in December 3, 2012, and February 21, 2014.

**“Non-Intentional Reversal”** means the a Reversal caused by factors not within the direct control of British Columbia, including trespass or natural causes such as fire, wind, disease or drought;

**“Original Agreement”** means the Atmospheric Benefit Sharing Agreement dated the 23<sup>th</sup> day of March 2012, entered into by Mamalilikulla-Qwe’Qwa’Sot’Em First Nation, Tlowitsis First Nation, Da’naxda’xw Awaetlala Nation, Gwa’sala-

'Nakwaxda'xw First Nation, K'ómoks First Nation and British Columbia, as amended by the Additional Percentage Amending Agreement dated the 9<sup>th</sup> day of July 2012;

**“Original Parties”** means the Nanwakolas First Nations that were parties to the Original Agreement;

**“Project”** means actions described in preamble D and F;

**“Project Area”** means the South Coast shown as the Project Area on the map attached as Appendix 1;

**“Project Offset”** means an Emission Offset derived from an Atmospheric Benefit;

**“Project Reversal”** means, in relation to an Atmospheric Benefit, the release of carbon emissions to the atmosphere of carbon previously sequestered in reservoirs located on the Project Area, where such sequestration was the basis for an Emission Offset;

**“Protected Areas”** means the areas shown as Provincial Protected Areas on the map attached as Appendix 1, and any new parks, conservancies, biodiversity mining and tourism areas or ecological and cultural area reserves established by agreement by the Parties after the implementation of this Agreement;

**“Provincial Buffer Pool”** means a pool that British Columbia may use at its discretion that consists of:

- a) a portion of Atmospheric Benefits, other than Distributed Atmospheric Benefits;
- b) Emission Offsets derived from the Atmospheric Benefits referred to in paragraph (a); or
- c) a combination of the benefits referred to in paragraph (a) and Emission Offsets referred to in paragraph (b);

and may also include:

- d) enhancements of carbon gas removal and reduction of greenhouse gas emissions, associated with projects similar to the Project; and
- e) Emission Offsets derived from enhancements or reductions referred to in paragraph (d);

**“Reconciliation Protocol”** means the protocol signed by the Original Parties on July 29, 2011 and amended on November 28, 2011; and as amended from time to time;

**“Reversal”** means emissions to the atmosphere of carbon previously sequestered where the emission reverses the reductions in atmospheric carbon that has been

- a) quantified in accordance with project plans validated in accordance with the Emission Offsets Regulation, B.C. Reg. 393/2008, or any regulations or laws that replace the Emission Offsets Regulation; and
- b) previously recognized as Emission Offsets;

**“South Analysis Unit”** means the area shown as the South Analysis Unit on the map attached as Appendix 1;

**“South Coast Atmospheric Benefits”** means incremental tonnes of atmospheric CO<sub>2</sub> sequestered per calendar year measured using the Forest Carbon Model applied to the South Analysis Unit; and

**“Term”** means the period of time this Agreement is in effect in accordance with section 6.1.

## **2.0 PURPOSE OF AGREEMENT**

- 2.1 This Agreement defines the amended understanding between the Parties regarding the sharing of Atmospheric Benefits as outlined in Schedule A of the original Reconciliation Protocol dated July 29, 2011.
- 2.2 Notwithstanding any other provision in this Agreement, the Parties acknowledge and agree that no provision of this Agreement shall prejudice, limit, or derogate from any Aboriginal title, treaty or other Aboriginal rights. Further, nothing in this Agreement is intended to create or modify any Aboriginal title, treaty or other Aboriginal rights.

## **3.0 ATMOSPHERIC BENEFITS**

- 3.1 As a consequence of this Agreement, the Parties agree that the Nanwakolas First Nations have ownership and the right to sell the Distributed Atmospheric Benefits in accordance with the terms of this Agreement.
- 3.2 During the Term, the Parties agree to the distribution to the Nanwakolas First Nations, on April 1<sup>st</sup> in each fiscal year, of 80% of the annually calculated Available South Coast Atmospheric Benefits produced in the previous calendar year.
- 3.3 British Columbia will not sell any, or claim, or cause a claim to be made, in respect of any right, title or interest in, nor will it assist or support a third party in any such claim to any Distributed Atmospheric Benefits.

- 3.4 The Parties agree that British Columbia has ownership and the right to hold, register, retire, distribute or sell Available South Coast Atmospheric Benefits that are not Distributed Atmospheric Benefits.
- 3.5 The Nanwakolas First Nations will not sell any, or claim, or cause a claim to be made, in respect of any right, title or interest in Atmospheric Benefits other than Distributed Atmospheric Benefits.
- 3.6 The Nanwakolas First Nations will not assist or support any claim to be made by another party in respect of any right, title or interest in Atmospheric Benefits other than:
- a) a claim by the British Columbia; or
  - b) a claim by a party that has entered into an Atmospheric Benefits Sharing Agreement with British Columbia.
- 3.7 For greater certainty, the Parties agree:
- a) British Columbia may claim, cause a claim to be made, or assist or support a third party in any such claim in respect of any right, title or interest in Atmospheric Benefits other than Distributed Atmospheric Benefits; and
  - b) the claim may be in relation the annually calculated Atmospheric Benefits other than Distributed Atmospheric Benefits for the 2009 calendar year and any subsequent calendar year.

#### **4.0 CARBON OFFSET PROJECT DEVELOPMENT, OPERATION AND INFORMATION**

- 4.1 The Parties agree to maintain and update the Forest Carbon Model, or any successor model agreed to by the Parties, on an as required basis to incorporate the latest growth and yield, forest inventory and timber supply analysis and forest carbon budget data available to British Columbia.
- 4.2 The Parties agree to use the Forest Carbon Model to determine the Atmospheric Benefits in the Project Area.
- 4.3 The Parties will promptly provide to each other documentation provided to or received from third parties in connection with the validation and verification of the Atmospheric Benefits.
- 4.4 The Parties do not make any representation or warranty regarding the qualification or eligibility of the Distributed Atmospheric Benefits under any program or market relating to carbon offsets, or the marketability or value of the Distributed Atmospheric



Benefit.

4.5 The Parties acknowledge Atmospheric Benefits estimated under the Forest Carbon Offset Model, before or after validation, verification or registration, are vulnerable to Reversals and nothing in this Agreement makes either Party liable to any other person for any loss of damages arising from the impact of a Non-Intentional Reversal on Distributed Atmospheric Benefits.

4.6 The Nanwakolas First Nations will mitigate the impact of:

a) any Non-Intentional Reversal; and

b) any Intentional Reversal resulting from a Crown decision undertaken at the request of any of the Nanwakolas First Nations

through the release of Distributed Atmospheric Benefits that the Nanwakolas First Nations have reserved for the Project in accordance with the plan for the Project that has been validated under the *Emission Offsets Regulation*.

4.7 British Columbia will manage a Provincial Buffer Pool to be used at its discretion to mitigate the impact on the atmosphere of Intentional Reversals in the Project Area and Reversals associated with the other projects which have contributed to the Provincial Buffer Pool.

4.8 British Columbia will mitigate the impact to the atmosphere of Intentional Reversals in the Project Area, other than Intentional Reversals that are a result of a Crown decision undertaken at the request of any of the Nanwakolas First Nations by:

a) not using Atmospheric Benefits, reductions and enhancements in the Provincial Buffer Pool to produce Emissions Offsets;

b) retiring Emission Offsets in the Provincial Buffer Pool; or

c) holding the Emission Offsets in the Provincial Buffer Pool and retiring them in proportion to that Intentional Reversal.

4.9 If the Distributed Atmospheric Benefits of Nanwakolas First Nations held in reserve for mitigation of the Project Reversals are insufficient to address the impact of the Non-Intentional Reversal or the Intentional Reversals that are a result of a Crown decision undertaken at the request of any of the Nanwakolas First Nations the Parties will meet to discuss the options available to address the outstanding impacts

including the potential distribution of Available South Coast Atmospheric Benefits that are not Distributed Atmospheric Benefits.

- 4.10 The Parties will make all reasonable efforts to work with each other and designated representatives to achieve the validation, verification and registration of the Distributed Atmospheric Benefits under recognized forest carbon offset programs.
- 4.11 This Agreement does not change or affect the positions the Parties have, or may have, regarding their jurisdictions, responsibilities or decision making authority, nor is it to be interpreted in a manner that would unlawfully interfere with that decision making authority.
- 4.12 Except with respect to representations, commitments, covenants or obligations made by British Columbia under this Agreement, each First Nation shall indemnify and save harmless British Columbia and its servants, employees, agents, contractors and licensees from any and all liabilities, damages, costs (including legal fees on a solicitor and own client basis), claims, suits or actions arising from any use made by the First Nation of the Distributed Atmospheric Benefits, including the sale, trade, registration or other dealing with the Distributed Atmospheric Benefits in any way, with any person.
- 4.13 Atmospheric Benefits resulting from the Project must be quantified by the *Protocol for the Creation of Carbon Offsets in British Columbia* or other applicable protocol published or approved by British Columbia.

## **5.0 COMMUNICATIONS AND INFORMATION EXCHANGE**

- 5.1 The Nanwakolas First Nations and British Columbia will provide to each other notice of intention to make written public communications relating to this Agreement or Distributed Atmospheric Benefits and provide the other party with an opportunity to review and comment on the communications.
- 5.2 To support ongoing validation and verification of the Distributed Atmospheric Benefits, British Columbia will provide to Nanwakolas First Nations on an as required basis, the forest land inventory, harvest disturbance, harvest volume and natural disturbance data and related technical support documents that is available to British Columbia.
- 5.3 Within 60 days of the effective date of this Agreement, the Nanwakolas First Nations will prepare a Statement of Reconciliation Protocol Priorities (Appendix 3) that identifies the outcomes that the Nanwakolas First Nations will seek to achieve in relation to the objectives set out in the Reconciliation Protocol and other agreements

between the Parties with no less than 55% of the funds from the sale of Distributed Atmospheric Benefits through the end of calendar year 2020.

- 5.4 On or before June 15, 2020, and every five years thereafter, the Nanwakolas First Nations or its agent will prepare a further Statement of Reconciliation Protocol Priorities that identifies the outcomes that the Nanwakolas First Nations will seek to achieve in relation to the objectives set out in the Reconciliation Protocol and other agreements between the Parties with no less than 55% of the funds from the sale of Distributed Atmospheric Benefits over the next five year period.
- 5.5 The Statement of Reconciliation Protocol Priorities, as referenced in Appendix 3, and the reports referred to in 5.3 and 5.4 will be made publicly available by the Nanwakolas First Nations in a manner that can reasonably be expected to bring the Statement of Reconciliation Priorities and reports to the attention of its members and British Columbia.

## **6.0 TERM, TERMINATION OR WITHDRAWAL**

- 6.1 This Agreement is in effect from January 1, 2016 of the calendar year after British Columbia and each First Nation has signed and continues until March 31, 2040 unless terminated under section 6.2.
- 6.2 British Columbia may terminate this Agreement in relation to any First Nation that ceases to be a party to the Nanwakolas / British Columbia Framework Agreement or the Reconciliation Protocol.
- 6.3 British Columbia must provide the Nanwakolas First Nations 30 days written notice of intention to terminate under subsection 6.2.
- 6.4 A First Nation may withdraw from this Agreement by providing the other Parties 30 days written notice of intention to withdraw.
- 6.5 Any termination or withdrawal is effective December 31 of the year in which the notice in section 6.3 is received.
- 6.6 Subject to 6.2 the termination of this Agreement or a withdrawal by a First Nation does not affect the Nanwakolas First Nations' ownership and right to sell Distributed Atmospheric Benefits for the calendar years prior to the termination date or the effective date of withdrawal.
- 6.7 If a future sales commitment is affected by a termination under 6.2 or withdrawal under 6.4, the termination or withdrawal, as the case may be, maybe extended up to

five years with agreement of the Province.

6.8 If a First Nation withdraws from this Agreement, or its participation in this Agreement is terminated:

- a) the remaining Parties will reduce the percentage referenced in the definition of Available South Coast Atmospheric Benefits in accordance with the allocation framework agreed to by the Parties; and
- b) all representations, warranties, obligations, covenants, agreements and indemnities of such First Nation as set forth in this Agreement or in any document delivered in connection with this Agreement will survive except as expressly stated otherwise herein.

## **7.0 REVIEW AND AMENDMENT**

7.1 This Agreement may be amended from time to time only with the written consent of all the Parties to the agreement at the time of the amendment.

7.2 In the event an amendment is made or anticipated to be made to the orders referred to in preamble D, the parties agree to discuss:

- a) any negative or positive impacts to the quantum of the past or future Available Atmospheric Benefits estimated in accordance with this Agreement;
- b) the effect on the Reconciliation Protocol and other agreements made between the parties; and
- c) any requested amendments that may be required to this Agreement.

7.3 At British Columbia's request, the Nanwakolas First Nations will provide in a timely manner:

- a) a summary of the annual total tonnes of Distributed Atmospheric Benefits sold and gross revenues received for the previous calendar year by the Nanwakolas First Nations from the sales of Distributed Atmospheric Benefits, to be provided to British Columbia on a confidential basis;
- b) a financial statement confirming the use of proceeds from the sale of Distributed Atmospheric Benefits are consistent with the goals and intended outcomes of the Reconciliation Protocol that is attested to by a designated representative of

the Nanwakolas First Nations; and

c) a copy of any sales agreement that maybe impacted by a termination under Section 6.2 or a withdrawal under section 6.

7.4 The Nanwakolas First Nations agree that British Columbia and other First Nations asserting aboriginal rights and title within the Project Area may enter into a reconciliation agreement that includes the sharing of Atmospheric Benefits and, subject to the agreement of the Parties, those first nations may become a party to this Agreement.

7.5 This Agreement is not a treaty or a lands claims agreement, and does not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

## **8.0 FURTHER ASSURANCES**

8.1 The parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

8.2 The Parties are committed to resolving any disputes that may arise in the implementation of this Agreement and may utilize dispute resolution mechanism as agreed to by the Parties including mediation.

8.3 The Nanwakolas First Nations agree that British Columbia's undertaking with respect to the Atmospheric Benefits in this Agreement fully satisfies the Nanwakolas First Nations' expectations of the required provincial payments for the implementation of EBM in the Great Bear Rainforest. For greater clarity, this assurance is not intended to relieve British Columbia of any of its other obligations to the Nanwakolas First Nations set out in the Reconciliation Protocol or the Human Wellbeing Agreement signed November 19, 2015.

## **9.0 PRIOR AGREEMENT AND TRANSITION**

9.1 Subject to section 9.2 and 9.3, the Original Agreement is terminated as of December 31, 2015.

9.2 The Original Agreement survives and remains in effect with respect to the following matters:

a) section 3.0 regarding the Nanwakolas First Nations' ownership and right to sell Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;

- b) section 3.4 regarding British Columbia's covenant to not sell any, or claim or cause a claim to be made, in respect of any right, title or interest in, nor assist or support a third party in any such claim to Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;
- c) section 4.8 and the indemnity by each First Nation with respect to any use made by the First Nation of the Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;
- d) section 5.3 of the Original Agreement and the outcomes the Nanwakolas First Nations seek to achieve from the sale of Distributed Atmospheric Benefits through the end of the calendar year 2015;
- e) section 5.4 of the Original Agreement and the outcomes the Nanwakolas First Nations seek to achieve from the sale of Distributed Atmospheric Benefits through the end of the calendar year 2020;
- f) section 6.1 to 6.6 of the Original Agreement and its application to provisions of the Original Agreement that survive and remain in effect;
- g) section 7.1 of the Original Agreement and its application to provisions of the Original Agreement that survive and remain in effect; and
- h) section 7.6 of the Original Agreement and the Nanwakolas First Nations' covenant to provide information to British Columbia.

9.3 The termination of the Original Agreement does not derogate the ownership and right to sell the Distributed Atmospheric Benefits that were provided under the term of the Original Agreement.

## **10.0 APPROPRIATION**

10.1 Notwithstanding any other provision of this Agreement, any distribution under section 3.2 is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any Fiscal Year or part thereof when any such distribution is required, to make that distribution; and
- b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such distribution.

## **11.0 INTERPRETATION**

11.1 In this Agreement:

- a) headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- b) a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it; and
- c) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

## **12.0 GOVERNING LAW**

12.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

## **13.0 ENUREMENT**

13.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

## **14.0 NO ASSIGNMENT**

14.1 This Agreement may not be assigned, either in whole or in part, by any Party.

## **15.0 NOTICES**

15.1 A notice, document, request, approval, authorization, consent or other communication (each a "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in the following ways:

- a) delivered personally or by courier;
- b) transmitted by facsimile transmission; or
- c) mailed by post in Canada in any form which requires a receipt.

15.2 A communication will be considered to have been given or made, and received:

- a) if delivered personally or by courier, at 9:00 a.m. on the business day after the day on which it was received by the addressee or a responsible representative of the addressee;
- b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at 9:00 a.m. on the next business day after the day on which it was transmitted; or
- c) if mailed in Canada in any form which requires a receipt, when the postal receipt records that it was received.

15.3 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

**For: British Columbia**  
 Attention: Minister of Aboriginal Relations and Reconciliation  
 Personal or courier delivery: Parliament Buildings  
 Victoria, British Columbia  
 Facsimile transmission: (250) 387-5594  
 Postal deliver: PO Box 9468  
 STN PROV GOVT  
 Victoria, British Columbia V8W 9E2

**For: Mamalilikulla-Qwe'Qwa'Sot'Em First Nation**  
 Attention: Chief and Council  
 Facsimile transmission: (250) 287-4655  
 Postal delivery: 1441 A Old Island Highway  
 Campbell River, BC V9W 2E4

**For: Tlowitsis First Nation**  
 Attention: Chief and Council  
 Facsimile transmission: (250) 923-7816  
 Postal delivery: 1345 Bute Crescent  
 Campbell River, BC V0N 1G6



**For: Da'naxda'xw Awaetlala Nation**

Attention: Chief and Council  
Facsimile transmission: (250) 974-2706  
Postal delivery: PO Box 330  
Albert Bay, BC V0N1A0

**For: K'ómoks First Nation**

Attention: Chief and Council  
Facsimile transmission: (250) 339-7053  
Postal deliver: 3320 Comox Road  
Comox, BC V9N 3P8

**For: Wei Wai Kum First Nation**

Attention: Chief and Council  
Facsimile transmission: (250) 287-8838  
Postal deliver: 1650 Old Spit Road  
Campbell River, BC V9W 2E8

**16.0 EXECUTION IN COUNTERPARTS**

16.1 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

**THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED** as of the day and year first above written

EXECUTED in the presence of

) HER MAJESTY THE QUEEN  
) IN RIGHT OF THE PROVINCE  
) OF BRITISH COLUMBIA  
) as represented by the Minister of  
) Aboriginal Relations and Reconciliation  
)  
)  
)

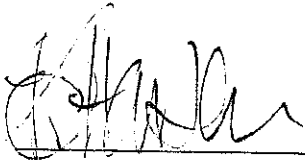


As to the signature of the  
Minister of Aboriginal Relations  
and Reconciliation

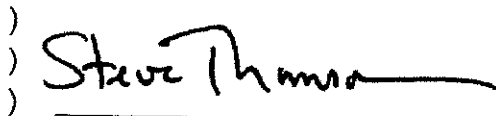
Minister of Aboriginal Relations and  
Reconciliation

EXECUTED in the presence of

) HER MAJESTY THE QUEEN  
) IN RIGHT OF THE PROVINCE  
) OF BRITISH COLUMBIA  
) as represented by the Minister of  
) Minister of Forests, Lands and Natural  
) Resource Operations



As to the signature of the  
Minister Forests, Lands and Natural  
Resource Operations

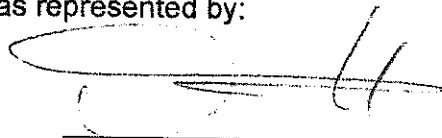


Minister of Forests, Lands and Natural  
Resource Operations

ON BEHALF OF THE FIRST NATIONS, as represented by:



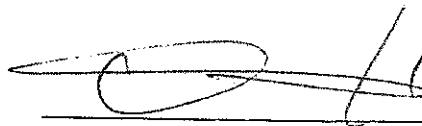
Mamalilikulla-Qwe'Qwa'sot'em  
First Nation



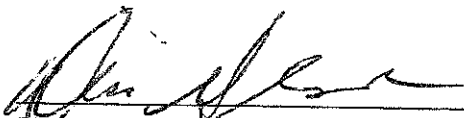
Witness



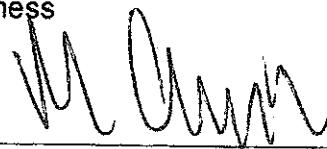
Tlowitsis First Nation



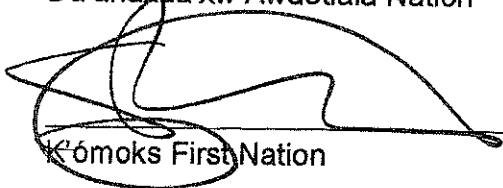
Witness



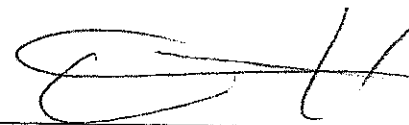
Da'anaxda'xw Awaetlala Nation



Witness



K'ómoks First Nation



Witness





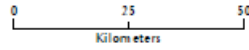
Wei Wai Kum First Nation



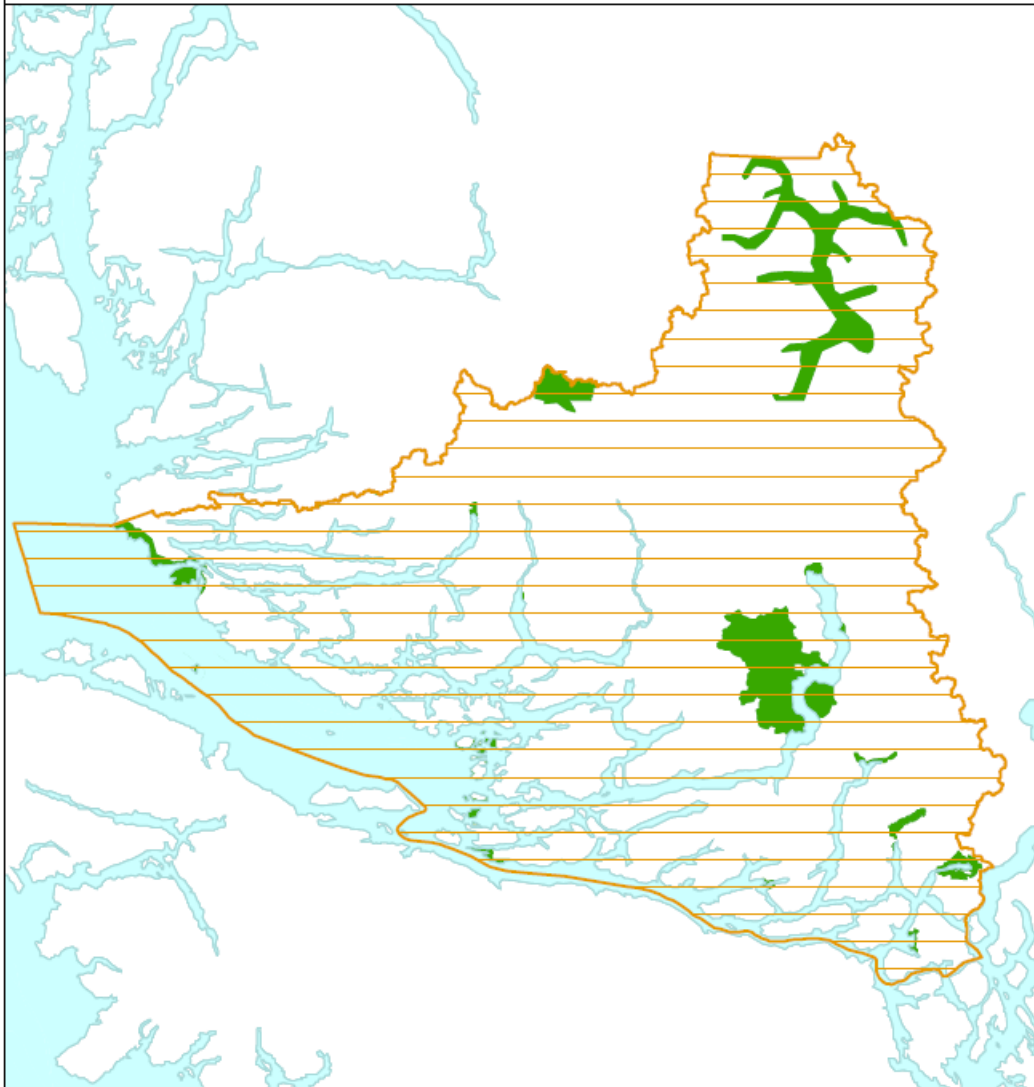
Witness

## Appendix 1 - Nanwakolas First Nations Project Area South Coast Analysis Unit

-  Provincial Protected Areas (Parks / Conservancies)
-  South Coast Analysis Unit - Kingcome TSA, Strathcona TSA, TFL 25 block 2, TFL 29 blocks 2 and 3, TFL 45 blocks 1 - 6, and TFL 47 blocks 1 - 12 and 17



Produced by: GeoBC  
Created by: Decision Support Section, SLS  
Coordinate System: SCAIbers  
Date: April 7, 2016  
Produced for: Ministry of  
Aboriginal Relations and  
Reconciliation



## **APPENDIX 2: The Forest Carbon Model**

The Forest Carbon Model used by the Parties to quantify Atmospheric Benefits is as described in the following reports prepared by Andrew Fall, Gowlland Technologies Ltd:

1. Assessing Carbon Offset Potential of Land-Use Plans in the Central and North Coastal BC, March 2011.
2. Linking Spatial Timber Supply Analysis and Carbon Budget Modelling, Methods Developed for Coastal BC, March 2011.
3. Linking Spatial Timber Supply Analysis and Carbon Budget Modelling, An application in the Central-North Coast and South-Central of BC, December 2009.
4. Assessing Carbon Offset Potential of Land-Use Plan in North and Central Coastal BC (Update to include effects of AAC determination in Midcoast TSA), May 2014
5. Assessing Carbon Offset Potential of Land-Use Plan in Southern Central Coast BC (Update to include effects of TFL 47 Management Plan #4 and AAC determination), January 2015

**APPENDIX 3:  
Statement of Reconciliation Protocol Priorities**

- the outcomes that the Nanwakolas First Nations will seek to achieve in relation to the objectives set out in the Reconciliation Protocol or other agreements between the Parties to be achieved by Nanwakolas First Nations from 2015 through 2020

| <b>Reconciliation Protocol or other agreement outcomes</b> | <b>Measurement Criteria</b> |
|--|-----------------------------|
|  |                             |
|  |                             |
|  |                             |
|  |                             |
|  |                             |
|  |                             |
|  |                             |