Daylu Dena Council
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")

Between:
Daylu Dena Council

As Represented by
Chief and Council of the
Daylu Dena Council
and the Kaska Dena Council
("Daylu Dena Council ")

And

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Aboriginal Relations and Reconciliation
("British Columbia")

(Collectively the "Parties")

WHEREAS:

A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.

B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Daylu Dena Council have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.

C. The Daylu Dena Council is a member of the Kaska Dena Council.

D. This Agreement, and the benefits flowing from it, will assist the Daylu Dena Council in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.

E. British Columbia recognizes that Daylu Dena Council has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Daylu Dena Council community's well-being.

F. The Daylu Dena Council has Aboriginal Interests within the Traditional Territory.

G. British Columbia intends to consult with the Daylu Dena Council and to accommodate its Aboriginal Interests as appropriate (including accommodation by way of the payments provided through this Agreement), with respect to impacts on the Daylu Dena Council 's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Traditional Territory.

H. The Daylu Dena Council intends to fully participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Traditional Territory that may impact the Daylu Dena Council 's Aboriginal Interests.

I. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown lands within the Traditional Territory which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Daylu Dena Council are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

1.1 "**Aboriginal Interests**" means:

a) asserted aboriginal rights, including aboriginal title, or

b) determined aboriginal rights, including aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*.

1.2 "**Administrative and/or Operational Decision**" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation.

1.3 "**Area of Interest**" means the Daylu Dena Council 's Area of Interest for their Aboriginal Interests as shown in bold black on the map attached as Appendix G. This area is part of the larger Traditional Territory of Kaska Dena Council.

1.4 "**Band Council Resolution**" means a resolution of Daylu Dena Council having the form of Appendix D.

1.5 "**BC Fiscal Year**" means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.

1.6 "**Delegated Decision Maker**" and "**DDM**" means a person with authority, to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time.

1.7 "**Designate**" has the meaning given to that term in section 3.1.1.

1.8 "**Effective Date**" means the date on which this Agreement has been ratified and signed by each of the Parties.

1.9 "**First Fiscal Year of the Term**" has the meaning given to that term in section 3.3.

1.10 "**Licensee**" means a holder of a forest tenure or a range tenure.

1.11 "**Minister**" means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.

1.12 "**Operational Plan**" means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Daylu Dena Council 's Traditional Territory.

1.13 "**Payment Account**" has the meaning given to that term in section 3.1.3.

1.14 "**RA**" means a reconciliation agreement between British Columbia and the Daylu Dena Council that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*.

1.15 "**Revenue Sharing Contribution**" means each payment to be made by British Columbia to the Daylu Dena Council in accordance with Section 3.0 of this Agreement.

1.16 "**SEA**" means a strategic engagement agreement between British Columbia and the Kaska Dena Council that describes a consultation process between the Kaska Dena Council and more than one natural resource ministry of the Government of British Columbia.

1.17 "**Forest Tenure Opportunity Agreement**" means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*.

1.18 "**Term**" has the meaning given to that term in section 11.1.

1.19 "**Timber Harvesting Land Base**" means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.

1.20 "**Traditional Territory"** means the Kaska Dena Council's claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.

1.21 "**Treasury Board**" means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are:

2.1 In relation to potential impacts on Daylu Dena Council 's Aboriginal Interests resulting from forest and range development within the Traditional Territory to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Daylu Dena Council to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and

2.2 To provide an opportunity for the Daylu Dena Council to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Daylu Dena Council in achieving progress towards closing socio-economic gaps between the members of Daylu Dena Council and non-Aboriginal people in British Columbia.

3.0 Forest Revenue Sharing Contribution

3.1 Recipient Entity:

3.1.1 Unless the Daylu Dena Council elects to have another entity (its "Designate") receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Daylu Dena Council of its obligation under this agreement, the Daylu Dena Council will be the recipient of the Revenue Sharing Contributions.

3.1.2 Where the Daylu Dena Council chooses to have its Designate receive Revenue Sharing Contributions under this Agreement, British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Contribution on behalf of the Daylu Dena Council .

3.1.3 Daylu Dena Council will establish and throughout the Term maintain a bank account in the name of Daylu Dena Council (or the Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"). Daylu Dena Council will provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Daylu Dena Council , or to its Designate, as the case may be, and, subject to section 3.4 and 3.6, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before March 31st.

3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be $63,570. For further certainty the first payment under this agreement will be on September 30, 2014.

3.4 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 signed by the Daylu Dena Council.

3.5 Before November 30th of each year during the Term, Daylu Dena Council will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Daylu Dena Council agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.

3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Daylu Dena Council or its Designate in the manner specified in section 3.2 only if Daylu Dena Council has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.

3.7 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Daylu Dena Council pursuant to this Agreement is subject to:

3.7.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and

3.7.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.7.1.

4.0 Consultation Process

4.1 The Parties agree that consultation with respect to impacts to Daylu Dena Council 's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in the SEA.

4.4 In the event that the SEA terminates or expires prior to the end of the Term and is not replaced with a subsequent SEA or RA that contains a consultation process, the Daylu Dena Council agrees that this Agreement will be amended within 60 days of the date of termination or expiry of the SEA or RA to include a consultation process in this Agreement and British Columbia will use the map of the Daylu Dena Council 's Area of Interest, as shown in Appendix G.

5.0 Acknowledgments and Covenants by Daylu Dena Council

5.1 Daylu Dena Council acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

5.2 Daylu Dena Council agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Daylu Dena Council Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.

5.3 Daylu Dena Council agrees that during the term of this Agreement, if the consultation process identified in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential infringements of Daylu Dena Council 's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory.

6.0 Community Priorities, Annual Reports and Records

6.1 Daylu Dena Council covenants and agrees as follows:

6.1.1 Within 60 days of the Effective Date of this Agreement, Daylu Dena Council or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the

form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Contribution.

6.1.2 Before the end of each BC Fiscal Year, Daylu Dena Council or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Contribution described in section 3.5.

6.1.3 Within 90 days of the end of each BC Fiscal Year, Daylu Dena Council or its Designate will prepare an annual report, substantially in the form set out in Appendix F, identifying all expenditures made from the Payment Account since the date of the last such report (or, in the case of the first such report, since the Effective Date of this Agreement) and confirming that, aside from reasonable administrative expenses, all such expenditures were made for the purpose of accomplishing the purposes and objectives referred to in section 2.0.

6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require an audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement, such audit to be at the expense of the Daylu Dena Council or its Designate.

6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Daylu Dena Council or its Designate in a manner that can reasonably be expected to bring the information to the attention of its communities and the public.

6.1.6 The annual report referred to in section 6.1.3 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.

6.1.7 Notwithstanding the termination or expiry of this Agreement, Daylu Dena Council or its Designate will continue to comply with the provisions of section 6.1 until 90 days after it receives the last Revenue Sharing Contribution from British Columbia.

7.0 Security Deposits

7.1 In recognition of Daylu Dena Council entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Daylu Dena Council (or a legal entity controlled by the Daylu Dena Council) and British Columbia.

7.2 Daylu Dena Council agrees that British Columbia may apply any payment that Daylu Dena Council is entitled to receive under this Agreement, to a maximum of the amounts that British Columbia would have obtained in a

silviculture deposit, in order to fully or partially satisfy any unfulfilled financial obligations of Daylu Dena Council to British Columbia arising from a licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Daylu Dena Council (or a legal entity controlled by the Daylu Dena Council) and British Columbia.

7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Daylu Dena Council financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Daylu Dena Council of the unfulfilled financial obligation(s).

8.0 Stability for Land and Resource Use

8.1 Daylu Dena Council will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Daylu Dena Council with provincially authorized forest and/or range activities and will work co-operatively with British Columbia to assist in resolving any such matters.

9.0 Dispute Resolution

9.1 If a dispute arises between British Columbia and the Daylu Dena Council regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.

9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Daylu Dena Council .

9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

10.0 Suspension and Termination

10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Daylu Dena Council is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Daylu Dena Council has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Daylu Dena Council and British Columbia. Upon making any such determination, British Columbia will provide notice to Daylu Dena Council of the alleged non-compliance, and the Parties will then attempt to resolve their differences.

10.2 If the alleged non-compliance by Daylu Dena Council is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify

Daylu Dena Council that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.

10.3 If, during the term of this Agreement, Daylu Dena Council challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Daylu Dena Council 's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.

10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

11.0 Term

11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

12.0 Renewal of the Agreement

12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Daylu Dena Council will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

13.0 Amendment of Agreement

13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

14.0 Entire Agreement

14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

15.0 Notice

15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.

15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Telephone: (250) 356-1394
Fax: (250) 387-6594

Daylu Dena Council

Deputy Chief Walter Carlick
Daylu Dena Council
PO Box 10
Lower Post, BC V0C 1W0
Telephone: (250) 779-3161
Facsimile: (250) 779-3371

16.0 Miscellaneous

16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.

16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.

16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.

16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.

16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Daylu Dena Council has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Daylu Dena Council have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Daylu Dena Council .

16.6 References in this Agreement to Crown lands are without prejudice to the Daylu Dena Council 's Aboriginal title and/or rights claims over those lands.

16.7 This Agreement does not address or affect any claims by the Daylu Dena Council regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the Effective Date of this Agreement.

16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.

16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.

16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.

16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.

16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Daylu Dena Council .

16.13 This Agreement does not exclude the Daylu Dena Council from accessing forestry economic opportunities and benefits, which may be available to the Daylu Dena Council , other than those expressly set out in this Agreement.

16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.

16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.

16.16 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

16.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.

16.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.

16.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.

16.20 The appendices to this Agreement form part of the Agreement.

16.21 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

Daylu Dena Council

Walter Carlick
Deputy Chief Walter Carlick

July 23, 2014
Date

Councillor

KEN McMILLAN
Councillor

Councillor

Witness of Daylu Dena Council signatures

Signed on behalf of:

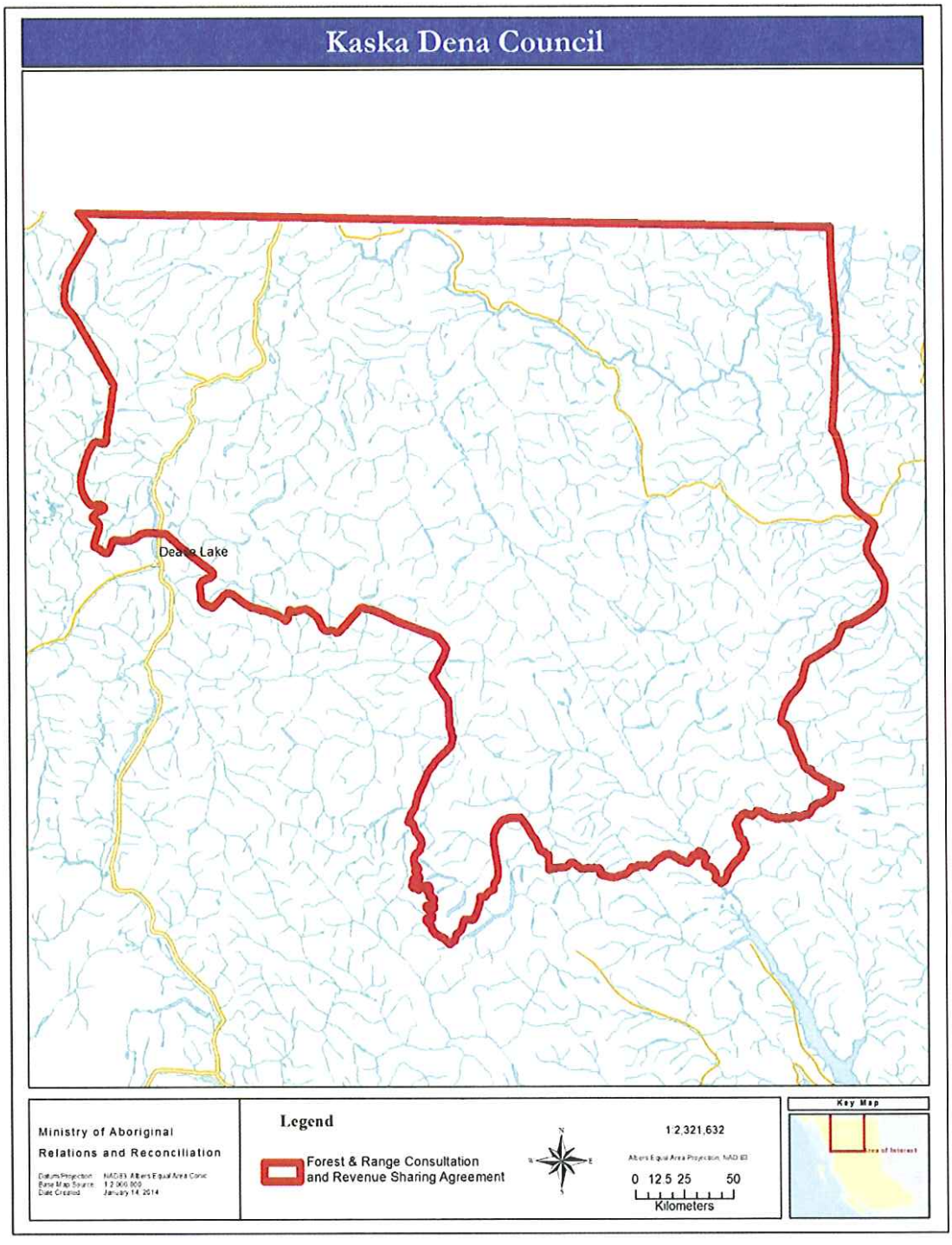
Government of British Columbia

John Rustad
Minister of Aboriginal Relations and Reconciliation

Sept. 16, 2014
Date

Witness of Minister signature

APPENDIX A
Map of Kaska Dena Council Traditional Territory



APPENDIX C

Revenue Sharing Contribution Methodology

Traditional Territory Forest Revenue Sharing Component

1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Mackenzie District, Fort Nelson District and Skeena-Stikine District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for Mackenzie District, Fort Nelson District and Skeena-Stikine District.

1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Daylu Dena Council 's Forest License (if applicable) will not be included in the calculations of forest revenue.

1.2 The amount of the forest revenue attributed to the Kaska Dena Council's Traditional Territory will be calculated by determining the percent of Kaska Dena Council's Traditional Territory that falls within the Timber Harvesting Land Base in Mackenzie District, Fort Nelson District and Skeena-Stikine District, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.

1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 4 percent of the forest revenue attributed to the Daylu Dena Council as described in section 1.2 of this Appendix.

1.4 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.3 of this Appendix will be performed.

Direct Award Tenure Forest Revenue Sharing Component

2.0 Subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Daylu Dena Council 's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous Fiscal Year.

2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.

2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the term of the Agreement.

3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.

3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to the Daylu Dena Council in any given full year under the *Kaska Dena Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

3.2.1 2014/15 BC Fiscal Year: 45 percent;

3.2.2 2015/16 BC Fiscal Year: 40 percent; and

3.2.3 2016/17 BC Fiscal Year: 0 percent.

3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:

1. an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Kaska Dena Forest and Range Opportunity Agreement*, then the Daylu Dena Council shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;

2. an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the Kaska Dena *Forest and Range Opportunity Agreement*, then the Daylu Dena Council shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Kaska Dena Forest and Range Agreement.*

APPENDIX E

Daylu Dena Council Statement of Community Priorities

(Example only)

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2014/2015	2015/2016	2016/2017		

2014/2015 Revenue Sharing Contribution $To Be Determined

2015/2016 Revenue Sharing Contribution $To Be Determined

2016/2017 Revenue Sharing Contribution $To Be Determined

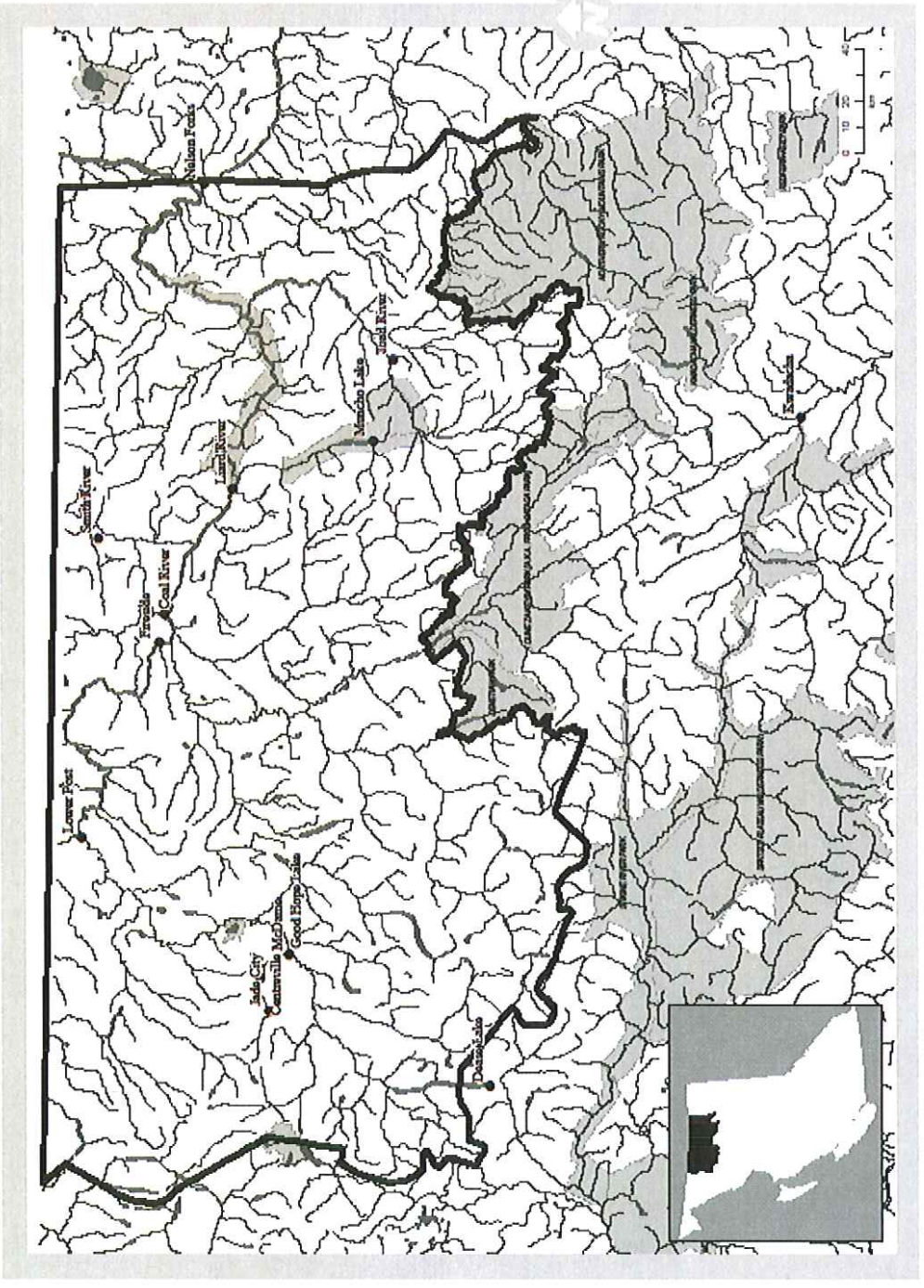
APPENDIX F

Daylu Dena Council Statement of Community Priorities

Annual Report

(Example only)

Socio-economic Priority	2014/2015 Planned Expenditures	2014/2015 Actual Expenditures	Outcomes Achieved	Variance Explanation

Appendix G

Map of Daylu Dena Council Area of Interest