

Tk'emlúps te Secwepemc

**Forestry Consultation and Revenue Sharing Agreement
("Agreement")**

Between:

Tk'emlúps te Secwepemc, as represented by its Chief and Council ("Tk'emlúps te Secwepemc")

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")

(Each referred to as a "Party" and collectively referred to as the "Parties")

WHEREAS:

- A. Tk'emlúps te Secwepemc has Aboriginal Interests within the Traditional Territory.
- B. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest resource development on Crown lands within the Traditional Territory and to assist Tk'emlúps te Secwepemc in its pursuit of activities to enhance the well-being of its Members.
- C. The Parties will utilize this Forestry Consultation and Revenue Sharing Agreement to demonstrate leadership and respect for each other's' interests, while developing a successful long-term working relationship intended to address fundamental Stk'emlupsemc te Secwepemc Nation concerns, including those presented in the 1910 Memorial to Sir Wilfred Laurier.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following definitions apply:

"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*;

“Administrative and/or Operational Decision” means a decision made by the Minister or a Delegated Decision Maker related to forest resources under provincial legislation, excluding any decisions made by the Minister or a Delegated Decision Maker related to forestry resources associated with mining activities;

“Band Council Resolution” means a resolution of Tk’emlúps te Secwepemc having the form of Appendix D;

“BC Fiscal Year” means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;

“Delegated Decision Maker” and **“DDM”** means a person with authority to make statutory decisions with respect to forest resources under provincial legislation as amended from time to time;

“Designate” means the entity described in section 4.2;

“Effective Date” means the last date on which this Agreement has been fully executed by the Parties;

“First Fiscal Year of the Term” means the BC Fiscal Year in which the Effective Date falls;

“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*;

“Licensee” means a holder of a forest tenure or a range tenure;

“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;

“Operational Plan” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

“Payment Account” means the account described in subsection 4.4(a);

“RA” means a reconciliation agreement between British Columbia and Tk’emlúps te Secwepemc 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*;

“Revenue Sharing Contribution” means each payment to be made by British Columbia to Tk’emlúps te Secwepemc under Article 3 of this Agreement;

“Secwepemc Reconciliation Framework Agreement” means the agreement between British Columbia, Tk’emlúps te Secwepemc and other Secwepemc member bands, that includes agreement on a consultation process between Tk’emlúps te Secwepemc and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Tk’emlúps te Secwepemc’s Aboriginal Interests;

“Term” means the term of this Agreement set out in section 14.1;

“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;

“Traditional Territory” means the traditional territory claimed by Tk’emlúps te Secwepemc located within British Columbia as identified by Tk’emlúps te Secwepemc and shown in bold black on the map attached in Appendix A.

1.2 Interpretation. For purposes of this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (c) any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- (d) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*;
- (e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- (f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 Appendices. The following Appendices and Schedule are attached to and form part of this Agreement:

Appendix A - Map of Traditional Territory;

Appendix B Revenue Sharing Contribution Methodology;

Appendix C - Band Council Resolution Appointing Delegate;

Appendix D - Statement of Community Priorities Format; and,

Appendix E- Annual Report.

Appendix F- Memorial to Sir Wilfred Laurier

ARTICLE 2 - PURPOSE AND OBJECTIVES

2.1 Purpose and objectives. The purposes and objectives of this Agreement are:

- (a) to confirm the consultation process the Parties will use to consult on proposed forest resource development activities, including Administrative and/or Operational Decisions or Operational Plans;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Tk'emlúps te Secwepemc to participate in the consultation process, and as an accommodation for any adverse impacts to Tk'emlúps te Secwepemc's Aboriginal Interests resulting from forest resource development within the Traditional Territory and so that Tk'emlúps te Secwepemc may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest resource development on Crown lands within the Traditional Territory.

ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

3.1 Calculation of payments. Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Tk'emlúps te Secwepemc (or its Designate under section 4.2, as the case may be).

3.2 Payment Amounts. For the first BC Fiscal Year, the Revenue Sharing Contribution will be disbursed as follows:

a) \$946,882 which will be paid within 60 days of the execution of this agreement; and

b) \$503,992 to be paid in two equal instalments, the first to be made on or before September 30th and the second to be made on or before March 31st.

3.3 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 expires or is terminated by either of the Parties.

3.4 Subsequent BC Fiscal Year amounts. Before November 30th of each year during the Term, British Columbia will provide written notice to Tk'emlúps te Secwepemc of the amount of the Revenue Sharing Contribution for the following

BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

- 3.5. Amount agreed to.** Tk'emlúps te Secwepemc agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTS

- 4.1 Recipient entity.** Unless Tk'emlúps te Secwepemc notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Tk'emlúps te Secwepemc.
- 4.2 Election of Designate.** Tk'emlúps te Secwepemc may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:
- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
 - (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Tk'emlúps te Secwepemc and such appointment is confirmed by a Band Council Resolution of Tk'emlúps te Secwepemc.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Tk'emlúps te Secwepemc of its obligations under this Agreement.
- 4.4 Payment Account.** Tk'emlúps te Secwepemc or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Tk'emlúps te Secwepemc (or its 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"); and
 - (b) 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.
- 4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Tk'emlúps te Secwepemc (or its Designate, as the case may be) has met the requirements set out in section 4.4.

ARTICLE 5 - CONDITIONS OF PAYMENT

- 5.1 Reporting and compliance requirements.** For each BC Fiscal Year the requirement to make a Revenue Sharing Contribution is subject to:
- (a) Tk'emlúps te Secwepemc having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
 - (b) Tk'emlúps te Secwepemc being in all other respects in compliance with the terms of this Agreement; and
 - (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.
- 5.2. Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Tk'emlúps te Secwepemc pursuant to this Agreement 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 BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
 - (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).
- 5.3** In the event of non-payment by British Columbia, the obligations under Article 8, 11 and 13.4 of this Agreement are suspended for the period of non-payment.

ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** The Parties agree that the consultation processes in the *Secwepemc Reconciliation Framework Agreement* which address forest management decisions, including Operational Plans, Operational Decisions or proposed Administrative Decisions, is the means by which British Columbia will consult on proposed Operational Plans or Administrative and/or Operational decisions and identify potential measures to accommodate, where appropriate, any potential adverse impacts on the Tk'emlúps te Secwepemc's Aboriginal Interests arising from those forest management decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A with other provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.

ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** Tk'emlúps te Secwepemc acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions vary over time.
- 7.2 Revenue Sharing Contributions are an accommodation.** Without acknowledging whether such accommodations are sufficient, Tk'emlúps te Secwepemc agrees that the Revenue Sharing Contributions made under this Agreement constitute an accommodation 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 Plans, on Tk'emlúps te Secwepemc's Aboriginal Interests from April 1, 2015 to the end of the term of this Agreement.
- 7.3 Where consultation process followed.** Tk'emlúps te Secwepemc agrees that if the Engagement Process set out in the Secwepemc Reconciliation Framework Agreement is followed British Columbia has consulted and, where appropriate, has identified potential measures to accommodate potential adverse impacts of Administrative and/or Operational Decisions, and any forest development practices that may be carried out under an Operational Plan, on Tk'emlúps te Secwepemc's Aboriginal Interests.

ARTICLE 8 - COMMUNITY PRIORITIES, ANNUAL REPORTS and RECORDS

- 8.1 Statement of Community Priorities.** Tk'emlúps te Secwepemc covenants and agrees that it will within 60 days of the Effective Date, based on the Payment Amount prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b).
- 8.2. Report.** Within 180 days of the end of the BC Fiscal Year, Tk'emlúps te Secwepemc will prepare a 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 in furtherance of the purposes and objectives referred to in section 2.1.
- 8.3. Publication.** The statement of community priorities and report referred to in sections 8.1 and 8.2 will be published by Tk'emlúps te Secwepemc in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 60 days of the effective date for the statement of community priorities and 180 days of the end of the BC Fiscal Year for the report..

- 8.4. Audit.** . British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, and with prior notice and rationale for such audit to be provided to Tk'emlúps te Secwepemc, 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 Tk'emlúps te Secwepemc or its Designate.
- 8.5. Delivery of Report.** The report referred to in section 8.2 will be provided to British Columbia within 180 days of the end of the BC Fiscal Year.
- 8.6. Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 180 days after Tk'emlúps te Secwepemc receives the final Revenue Sharing Contribution from British Columbia.

ARTICLE 9 - SECURITY DEPOSITS

- 9.1 Silviculture Deposit.** In consideration of Tk'emlúps te Secwepemc entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Tk'emlúps te Secwepemc, or a legal entity controlled by the Tk'emlúps te Secwepemc, and British Columbia.

ARTICLE 10 – SET OFF

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Tk'emlúps te Secwepemc is entitled to receive under this Agreement, any unfulfilled financial obligations of Tk'emlúps te Secwepemc to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Tk'emlúps te Secwepemc, or a legal entity controlled by the Tk'emlúps te Secwepemc, and British Columbia.
- 10.2 Notice.** British Columbia will notify Tk'emlúps te Secwepemc of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

ARTICLE 11 - ASSISTANCE

- 11.1 Cooperation and Support.** Tk'emlúps te Secwepemc will work in partnership with British Columbia and in a timely manner to discuss and resolve issues in relation to any action that might be taken by a member of Tk'emlúps te Secwepemc that is inconsistent with this Agreement.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Dispute Resolution Process. If a dispute arises between British Columbia and Tk'emlúps te Secwepemc regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Tk'emlúps te Secwepemc; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to assist in reaching resolution of the issue.

ARTICLE 13 - SUSPENSION and TERMINATION

13.1 Suspension of Revenue Sharing Contributions. In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Tk'emlúps te Secwepemc:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Tk'emlúps te Secwepemc and British Columbia.

13.2 Notice of Suspension. Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Tk'emlúps te Secwepemc of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

13.3 Termination following suspension. If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 13.2, British Columbia may terminate the Agreement at any time by written notice.

13.4 Proceedings inconsistent with acknowledgments. Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Tk'emlúps te Secwepemc challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities

carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Tk'emlúps te Secwepemc's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Secwepemc Reconciliation Framework Agreement, British Columbia has not adequately consulted with Tk'emlúps te Secwepemc regarding the potential adverse impacts of such decisions, plans or activities on Tk'emlúps te Secwepemc's Aboriginal Interests.

13.5 Termination by Either Party. This Agreement may be terminated by either Party on thirty (30) days written notice or on a date mutually agreed on by the Parties.

13.6 Meet to attempt to resolve issue. If a Party gives written notice under section 13.5, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

13.7 Effect of Termination. Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

ARTICLE 14 - TERM

14.1 Term. The term of this Agreement commences on the Effective Date, and unless it is extended under section 14.2 or terminated under Article 13, will end on April 9, 2017.

14.2 Extension of the Term. At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

14.3 Terms of the Extension. Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.

14.4 Evaluation. Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

ARTICLE 15 – REPRESENTATIONS and WARRANTIES

15.1 Legal power, capacity and authority. The Tk'emlúps te Secwepemc represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that it enters into this Agreement for, and on behalf of itself and its members and that as represented by its Chief and Council, it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

ARTICLE 16 - NOTICE and DELIVERY

16.1 Delivery of Notices. Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile copier, when received by the Parties at the addresses as follows:

if to 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

and if to the Tk'emlúps te Secwepemc:

Chief Fred Seymour & Council
Tk'emlúps te Secwepemc
341-345 Yellowhead Highway
Kamloops, BC, V2H 1H1
Telephone: 250-828-9700
Fax: 250-372-8833

16.2 Change of Address. Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Governing law. This Agreement will be governed by and construed in accordance with the laws of British Columbia.

17.2 Not a Treaty. This Agreement does not:

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) affirm, recognize, abrogate or derogate from any Tk'emlúps te Secwepemc's Aboriginal Interests.

17.3 No Admissions. Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Tk'emlúps te Secwepemc's Aboriginal Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
- (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

17.4 No Fettering. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.

17.5 No Implied Waiver. Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.

17.6 Assignment. Tk'emlúps te Secwepemc must not assign, either directly or indirectly, this Agreement or any right of Tk'emlúps te Secwepemc under this Agreement without the prior written consent of British Columbia.

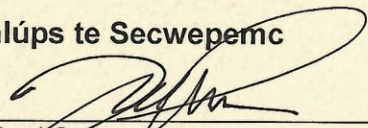
17.7 Emergencies. Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

17.8 Acknowledgment. The Parties acknowledge and enter into this Agreement on the basis that Tk'emlúps te Secwepemc has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of Tk'emlúps te Secwepemc Aboriginal Interests.

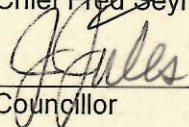
- 17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Tk'emlúps te Secwepemc.
- 17.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Tk'emlúps te Secwepemc from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 17.11 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 17.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 17.13 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 17.14 Execution in Counterpart.** This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in Article 16 or any other method agreed to by the Parties.
- 17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:


Tk'emlúps te Secwepemc



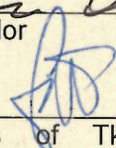
Chief Fred Seymour



Councillor



Councillor



Witness of Tk'emlúps te Secwepemc
signatures



Date



Councillor



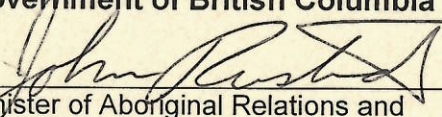
Councillor




Councillor

Signed on behalf of:

Government of British Columbia



Minister of Aboriginal Relations and
Reconciliation

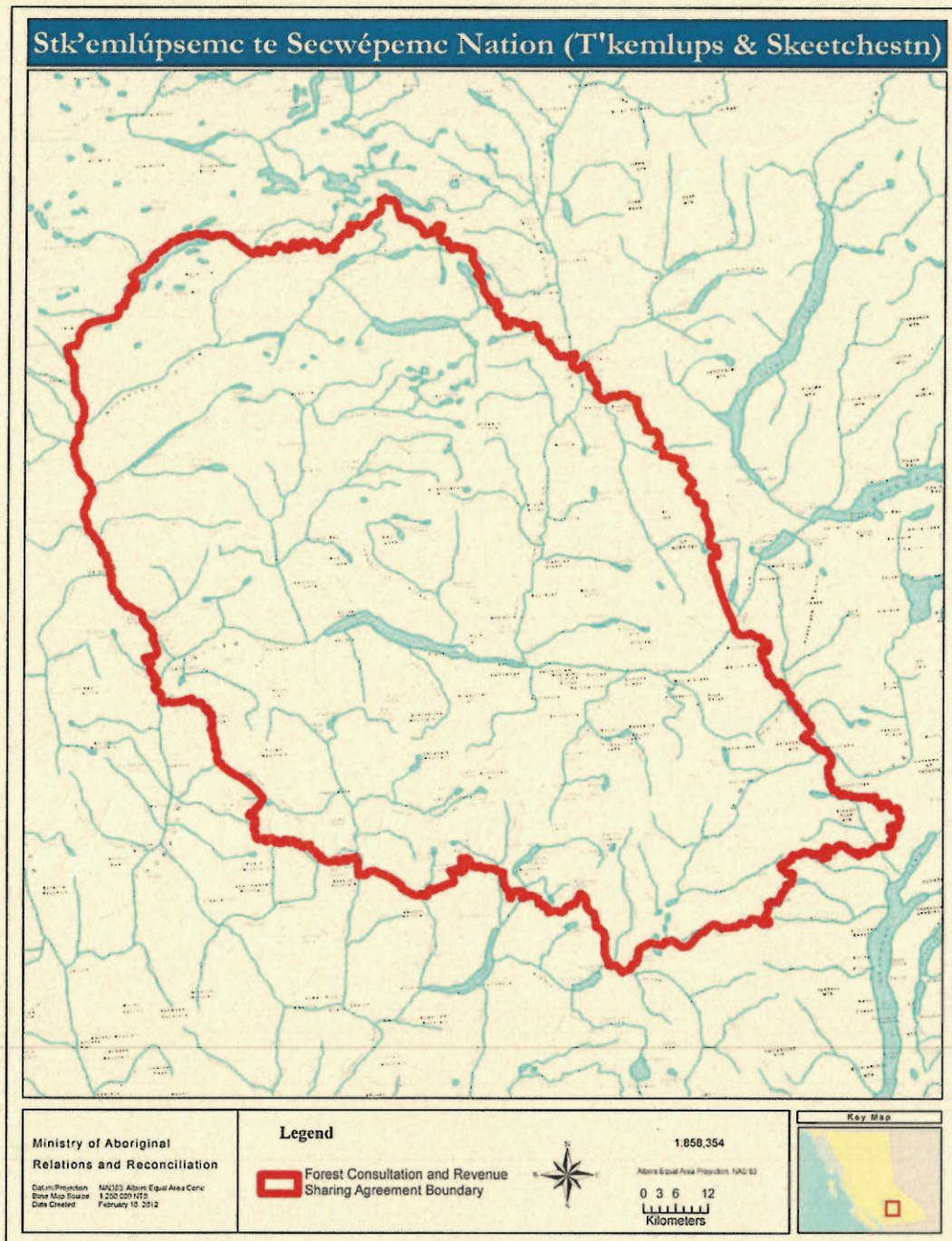


Witness of Minister signature



Date

APPENDIX A **Map of Tk'emlúps te Secwépemc Traditional Territory**



APPENDIX B

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, a summary document will be prepared of the DCS, DKA, DMH, DOS 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 the DCS, DKA, DMH, DOS Forest District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Tk'emlúps te Secwepemc'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 Tk'emlúps te Secwepemc's Traditional Territory will be calculated by determining the percent of Tk'emlúps te Secwepemc's Traditional Territory that falls within the Timber Harvesting Land Base in the DCS, DKA, DMH, DOS Forest District, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nation.
- 1.3 While the Secwepemc Reconciliation Framework Agreement (SRFA), or an equivalent replacement agreement, is in effect, the Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying **5 percent** of the forest revenue attributed to the Tk'emlúps te Secwepemc's as described in section 1.2 of this Appendix. In the event that the SRFA, or an equivalent replacement agreement is no longer in effect, the Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying **3 percent** of the forest revenue attributed to the Tk'emlúps te Secwepemc's as described in section 1.2 of this Appendix.
- 1.4 In the event that the SRFA, or an equivalent replacement agreement, is no longer in effect, the Tk'emlúps te Secwepemc's will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Tk'emlúps te Secwepemc's as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 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 BC Fiscal Year's public accounts, a summary document will be prepared of Tk'emlúps te Secwepemc's Forest License (the Bill 28 portion of License A73555, or other

eligible volume) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from the eligible volume..

- 2.1 While the Secwepemc Reconciliation Framework Agreement (SRFA), or an equivalent replacement agreement, is in effect, 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. In the event that the SRFA, or an equivalent replacement agreement is no longer in effect, the Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying **35 percent** of the forest revenue attributed to the Tk'emlúps te Secwepemc's as described in section 1.2 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.
- 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 Tk'emlúps te Secwepemc in any given full year under the *Kamloops Indian Band Forest and Range Interim Measures Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
2015/16 BC Fiscal Year: 40 percent
2016/17 BC Fiscal Year: 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2015/16 under section 3.1 provides:
 - (a) 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 *Kamloops Indian Band Forest and Range Interim Measures Agreement*, then Tk'emlúps te Secwepemc will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year and 2015/16; and
 - (b) 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 *Kamloops Indian Band Forest and Range Interim Measures Agreement*, then Tk'emlúps te Secwepemc will receive

an annual payment for BC fiscal Year 2015/16 that is equal to the annual payment received under the *Kamloops Indian Band Forest and Range Interim Measures Agreement*.

APPENDIX C

Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)

APPENDIX D

Tk'emlúps te Secwepemc Statement of Community Priorities

(Example only)

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

2015/2016 Revenue Sharing Contribution \$

APPENDIX E

Tk'emlúps te Secwepemc Statement of Community Priorities

Annual Report

(Example only)

Socio-economic Priority	2015/2016 Planned Expenditures	2015/2016 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation

In accordance with section 8.2 of the Agreement, Tk'emlúps te Secwepemc confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

Signed this _____ day of _____:

(Signature)

(Name) On behalf of (Tk'emlúps te Secwepemc)

APPENDIX F

Memorial to Sir Wilfred Laurier