2026-2029 INTERIM FORESTRY REVENUE SHARING AGREEMENT

BETWEEN:

His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation

("**B.C.**")

AND:

Nadleh Whuten, Nak'azdli Whut'en, Saik'uz First Nation, Stellat'en First Nation, Takla Nation, Tl'azt'en Nation, and Ts'il Kaz Koh, each on their own behalf and on behalf of their members

("**CSFNs**")

AND:

Carrier Sekani First Nation Society, a society under the laws of the Province of British Columbia

(the "**CSFN Society**")

(Hereinafter referred to individually as a "**Party**", including each CSFN as a "**Party**", and collectively as the "**Parties**")

WHEREAS:

A. Pursuant to sections 3.3 and 3.6 of the Collaboration Agreement entered into on April 2, 2015, B.C. and the CSFNs, as well as the Carrier Sekani Tribal Council, established the Forestry Table in January 2016 to negotiate a forestry agreement between them;

B. B.C. and the CSFNs, as well as the Carrier Sekani Tribal Council, entered into the *Whubats'ut'en Nus Whetee Agreement* on March 28, 2017;

C. B.C. and the CSFNs, as well as the Carrier Sekani Tribal Council, entered into the Pathway Forward 2.0 Agreement on December 2, 2019, and amended it on March 31, 2020, and March 31, 2022;

D. The Parties entered into the Pathway Forward 3.0 Agreement (the "**Pathway 3.0 Agreement**") on March 31, 2025, to continue their work together in a collaborative, step-wise manner towards ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories;

E. B.C. is committed to working towards the implementation of the United Nations Declaration on the Rights of Indigenous Peoples ("**Declaration**") and the Truth and Reconciliation Commission Calls to Action, by working in partnership with First Nations peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation;

F. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how the Declaration will be implemented in British Columbia. B.C. intends to take all measures necessary to ensure the laws of British Columbia are consistent with the Declaration in accordance with that Act; and

G. This Interim Forestry Revenue Sharing Agreement ("**Agreement**") sets out the Parties' commitments in relation to interim revenue sharing for B.C.'s fiscal years 2026/27, 2027/28 and 2028/29, as well as B.C.'s and Nak'azdli Whut'en's commitments in relation to interim revenue sharing for B.C. fiscal year 2025/26.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements hereinafter set out the Parties agree as follows:

1.0 **Purpose**

1.1 The purposes of this Agreement are to:

1.1.1 provide interim forestry revenue sharing payments to the CSFNs while the Parties' negotiation of a forestry component of a comprehensive reconciliation agreement pursuant to the Pathway 3.0 Agreement is ongoing;

1.1.2 confirm the engagement process the Parties will use to engage on proposed forest and range activities within the area identified by the CSFNs and illustrated in the map attached in Appendix "A" ("**Territories**"); and

1.1.3 assist in achieving stability and greater predictability in respect of forest and range activities within the Territories.

2.0 **Interim Forestry Revenue Sharing Payments**

2.1 As soon as practicable:

2.1.1 after the execution of this Agreement, B.C. will provide a payment to the CSFN Society, on behalf of and for the benefit of Nak'azdli Whut'en, of $3,335,851 for B.C. fiscal year 2025/26; and

2.1.2 after receiving written notice from the CSFN Society in each of B.C. fiscal years 2026/27, 2027/28 and 2028/29 that it is ready to accept the payment, B.C. will provide notice to the CSFN Society of the amount for the applicable B.C. fiscal year, and provide a payment in that amount to the CSFN Society, on behalf of and for the benefit of the CSFNs,

as interim revenue sharing payments derived from revenue collected by B.C. from timber harvested in the Territories (the "**Interim Forestry Revenue Sharing Payments**").

2.2 **Economic Accommodation**. Each Interim Forestry Revenue Sharing Payment constitutes a partial economic accommodation and is a component of any accommodation or compensation in relation to any impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions in the B.C. fiscal year the payment was made.

2.3 **Enhanced Forestry Revenue Sharing**. The Parties acknowledge that B.C. is currently developing new approaches to reconciliation and revenue sharing, including forestry revenue and benefit sharing, which may lead to potential modifications to, or replacement of, existing policy applicable to forest consultation and revenue sharing agreements.

2.4 If, during the Term (as defined in Section 7.1), B.C. modifies, enhances or replaces its policy approach to the provincial forestry revenue sharing or compensation that is applicable to this Agreement as of March 15, 2026, including by modifying, enhancing or replacing its current policy applicable to forest consultation and revenue sharing agreements, such that it would result in greater forestry revenue and benefit sharing or compensation more favourable to the CSFNs than the Interim Forestry Revenue Sharing Payment in any applicable B.C. fiscal year for the period of time that the new policy applies (the "**More Favourable Forestry Revenue and Benefit Sharing**"), then:

2.4.1 B.C. will inform the CSFN Society and CSFNs of the changes to the policy approach and the More Favourable Forestry Revenue and Benefit Sharing; and

2.4.2 the Parties will amend this Agreement in accordance with that new policy approach, if required, to ensure that:

(a) the Interim Forestry Revenue Sharing Payment in any applicable B.C. fiscal year is as favourable as the More Favourable Forestry Revenue and Benefit Sharing, calculated in accordance with that new policy approach and based on the period of time in the applicable B.C. fiscal year identified in the new policy (the "**Additional Revenue and Benefit Sharing**"); and

(b) the Additional Revenue and Benefit Sharing constitutes a further partial economic accommodation and is a component of any accommodation or compensation in relation to any impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial decisions in the B.C. fiscal year it was made.

3.0 Engagement Process

3.1 While the Parties may develop improvements to decision-making processes for forest and range activities as part of their implementation of the Pathway 3.0 Agreement and negotiations identified in that agreement:

3.1.1 the Parties will collaborate on certain strategic proposed decisions in relation to forest and range activities in the Territories that are agreed to in advance by the Parties;

3.1.2 B.C. will continue to discharge its consultation obligations with individual CSFNs on proposed decisions in relation to forest and range activities in their respective Territories in accordance with s. 35 of the *Constitution Act*, *1982*; and

3.1.3 for greater certainty, the Parties will participate in the consultation and collaborative processes in good faith.

4.0 **Annual Reports**

4.1 The CSFNs will, in accordance with their respective annual planning and budgetary reporting processes, advise their membership of receipt of their portion of the Interim Forestry Revenue Sharing Payments and how these funds have been or will be used.

5.0 **Stability for Land and Resource Use**

5.1 The Parties are developing a new outcome-based predictability model to deliver stability for land and resource use during their negotiation pursuant to the Pathway 3.0 Agreement, and intend to include it and implement it therein.

5.2 In the interim, the affected CSFNs will respond promptly to any discussions sought by B.C. in relation to any acts of intentional interference by members of that CSFN with provincially authorized forest and range activities and will work co-operatively with B.C. to attempt to resolve any intentional interference with a provincially authorized forest and range activity in a manner consistent with the Parties' government-to-government relationship and that attempts to avoid litigation wherever possible.

6.0 **Dispute Resolution**

6.1 If a dispute arises between B.C. and any CSFN regarding the interpretation or implementation of a provision of this Agreement, the duly appointed representatives of each Party will meet as soon as is practicable to attempt to resolve the dispute.

7.0 **Term**

7.1 **Term**. The term of this Agreement will commence on March 15, 2026, and will end on the earliest of (i) March 31, 2029, (ii) the date on which a forestry agreement between the Parties supersedes this Agreement, or (iii) in the event the Pathway 3.0 Agreement is terminated, 60 days from the date that either Party provides notice to terminate this Agreement (the "**Term**").

8.0 **General Provisions**

8.1 **CSFN Society and CSFN Representations and Warranties**. Each CSFN and the CSFN Society represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Agreement, that they have the legal power, capacity, and authority to enter into this Agreement on their own behalf and on behalf of their members, and that this Agreement is a valid and binding obligation upon them.

8.2 **B.C. Representations and Warranties**. B.C. represents and warrants to the CSFN Society and each CSFN, with the intent and understanding that the CSFN Society and CSFNs will rely on them in entering into this Agreement, that it has the legal power, capacity, and authority to enter into this Agreement, and that this Agreement is a valid and binding obligation upon B.C.

8.3 **Authority to enter Agreement**. Each CSFN will deliver to B.C. a band council resolution, and the CSFN Society will deliver to B.C. a resolution, confirming approval of this Agreement and the authority of its representative to sign this Agreement.

8.4 **Funding**. Notwithstanding any other provisions of this Agreement, the Interim Forestry Revenue Sharing Payments in Section 2.1 are subject to:

8.4.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable B.C. to make the Interim Forestry Revenue Sharing Payment; and

8.4.2 the Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in Section 8.4.1.

8.5 **Other Programs and Opportunities**. This Agreement supports the CSFNs in accessing other forestry economic opportunities and benefits that may be available.

8.6 **Other Arrangements.** For greater certainty, this Agreement is without prejudice to, and does not preclude, any CSFN from securing economic benefits or other arrangements from forestry companies carrying out forest and range activities in the Territories.

8.7 **Not a Treaty**. The Parties agree this Agreement:

8.7.1 does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, *1982*;

8.7.2 does not establish, define, limit, amend, abrogate or derogate from any CSFN Aboriginal or treaty rights, including title, recognized and affirmed by section 35 of the *Constitution Act*, *1982*; and

8.7.3 is without prejudice to the ability of a CSFN to bring a claim of past or future infringement(s) of any CSFN title and rights.

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

8.8.1 an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of any CSFN Aboriginal rights, including title, recognized and affirmed by section 35 of the *Constitution Act*, *1982*;

8.8.2 an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of B.C.'s obligation to consult and, as appropriate, accommodate;

8.8.3 an admission or acknowledgement in relation to the territorial boundaries of the CSFNs or non-CSFN First Nations; or

8.8.4 in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties, except as expressly contemplated in this Agreement.

8.9 **No Fettering**. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise of any decision-making authority.

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

8.11 **No Presumption of Ambiguity**. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.

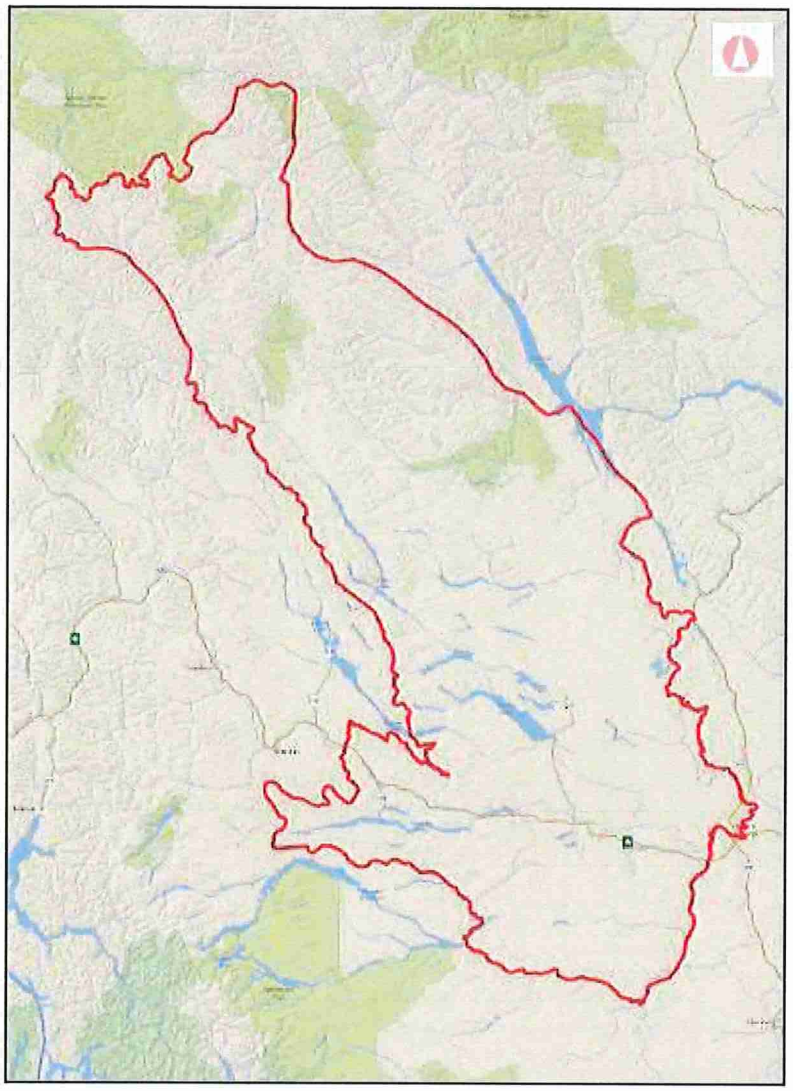
8.12 **Amendment**. This Agreement may be amended by agreement of the Parties in writing.

8.13 **Counterpart Execution and Electronic Delivery**. This Agreement may be executed and delivered by the Parties in counterparts and/or by e-mail or other functionally equivalent electronic means of transmission, each of which when so executed and delivered will be deemed an original and all such counterparts shall together constitute one and the same instrument.

[Signature pages follows]

APPENDIX A

CSFN Territories



IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation

Per: _____
Authorized Signatory

Name: Spencer Chandra-Herbert

Date: April 16, 2026

CARRIER SEKANI FIRST NATION SOCIETY, on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: M. Colleen ERICKSON

Date: March 27, 2026

NADLEH WHUT'EN on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: Beverly Kello

Date: March 27. 2026

NAKAZ'DLI WHUT'EN on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: M. Colleen ERICKSON

Date: 2026-03-27

SAIK'UZ FIRST NATION on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: Priscilla Mueller

Date: March 27. 26

STELLAT'EN FIRST NATION on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: Robert Michell

Date: March 27, 2026

TAKLA NATION on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: John A. French- Chief Takla Nation

Date: March 30, 2026

TL'AZT'EN NATION on their own behalf and on behalf of their members

Per: _____
Authorized Signatory

Name: Edward John

Date: Aug. 27, 2026

TS'IL KAZ KOH on their own behalf and on behalf of their members

DocuSigned by:

Per: _____
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Authorized Signatory

Name: Wesley Sam

Date: March 30, 2026