Mowachaht-
Muchalaht First
Nation

Forest & Range
Consultation and Revenue Sharing Agreement
(the "Agreement" or "FCRSA")

Between:

Mowachaht-Muchalaht First Nation
as represented by Chief and Council
(Mowachaht-Muchalaht First Nation)

And:

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

(each a "Party" and collectively the "Parties")

WHEREAS:

A. Mowachaht-Muchalaht First Nation has Aboriginal Interests within the Territory.

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

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

D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist Mowachaht-Muchalaht First Nation in its pursuit of activities to enhance the well-being of its Members.

E. The Province will consider the Revenue Sharing Contribution provided through this agreement as a contribution to any accommodation that is required for any potential adverse impact of a forest and range decision on Aboriginal Interests.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

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

"**Aboriginal Interests**" means:

(a) asserted aboriginal rights, including aboriginal title; or

(b) determined aboriginal rights, including aboriginal title, that 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 and range resources under provincial legislation that is included in the List of Decisions as defined and set out in Appendix B;

"**Band Council Resolution**" means a resolution of Mowachaht-Muchalaht First Nation having the form ofAppendix 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**" 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;

"**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;

"**Eligible Volume**" means the volume of Crown timber provided to Mowachaht-Muchalaht First Nation in a direct award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the *Forestry Revitalization Act* that is appraised through theMarket Pricing System;

"**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;

"**Matrix**" means the table set out in section 1.10 of Appendix B;

"**Member**" means any person who is a member of the Mowachaht-

Muchalaht First Nation

"**Minister**" means the Minister of Forests having the responsibility, from time to time, for the exercise ofpowers 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 Mowachaht-Muchalaht First Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginaltitle 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 Mowachaht-Muchalaht First Nation under Article 3;

"**SEA**" means a strategic engagement agreement between British Columbia and Mowachaht-Muchalaht First Nation that includes agreement on a consultation process between Mowachaht-Muchalaht First Nation and British Columbia in relation to the potential adverse impacts ofproposed provincial land and natural resource decisions on Mowachaht-Muchalaht First Nation's Aboriginal Interests;

"**Term**" means the term of this Agreement as set out in section 12.1;

"**Timber Harvesting Land Base**" means the portion of the total land area of a management unit considered by the Ministry of Forests to contribute to, and be available for, long-termtimber supply;

"**Territory**" means the geographic area identified by Mowachaht-Muchalaht First Nation as their traditionalterritory located in British Columbia and as shown on the map attached in Appendix A.

1.2 Interpretation. For the 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 Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate; and

Appendix E - Annual Report.

ARTICLE 2 - PURPOSE AND OBJECTIVES

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

(a) to establish a consultation process the Parties will use to consult on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Mowachaht-Muchalaht First Nation's Aboriginal Interests;

(b) to provide a Revenue Sharing Contribution to support the capacity of the Mowachaht-Muchalaht First Nation to participate in the consultation process under this Agreement;

(c) to enhance the social, economic and cultural well-being of Members; and

(d) to recognize Mowachaht-Muchalaht First Nation's economic interests and assist in achieving greater stability and certainty for forest and range resource development within the Mowachaht-Muchalaht First Nation's Territory.

ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

3.1 Calculation and timing of payments. Subject to sections 3.2 to 3.4, section 4.5 and Articles 5 and 11, during the Term, British Columbia will:

(a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Mowachaht-Muchalaht First Nation (or its Designate under section 4.2, asthe case may be); and

(b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30 and the second to be made on or before March 31.

3.2 First Fiscal Year. Notwithstanding section 3.1, for the First Fiscal Year of the Term the Revenue Sharing Contribution is deemed to be:

$1,561,507

the first instalment of which will be paid on or before September 30, 2025 if the Effective Date is prior to July 31 or on or before March 31, 2026 if the Effective Date is after July 31.

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 from

(a) the start of the month in which the Agreement is signed by Mowachaht-Muchalaht First Nation;

(b) the end of the month in which the Agreement is terminated by either Party under Article 11, or;

(c) the end of the month in which the Agreement expires.

3.4 Payment of prorated amounts. If the amount of the Revenue Sharing Contribution is prorated under section 3.3(b) or section 3.3(c) as a result of termination or expiry of the Agreement that takes effect:

(i) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and

(ii) on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.

3.5 Subsequent BC Fiscal Year amounts. Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to Mowachaht-Muchalaht First Nation of the amount of the Revenue Sharing Contributionfor the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

3.6 Amount agreed to. Mowachaht-Muchalaht First Nation agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contributionpayable under this Agreement for that following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTs

4.1 Recipient entity. Unless Mowachaht-Muchalaht First Nation notifies British Columbia that it has madean election under to section 4.2, Revenue Sharing Contributions will be paid to Mowachaht-Muchalaht First Nation

4.2 Election of Designate. Mowachaht-Muchalaht First Nation may elect to have a Designate receiveRevenue 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 Mowachaht-Muchalaht First Nation and such appointment is confirmed by a Band CouncilResolution of Mowachaht-Muchalaht First Nation

4.3 Obligations continue. The election of a Designate under section 4.2 does not relieve Mowachaht-Muchalaht First Nation of its obligations under this Agreement.

4.4 Payment Account. Mowachaht-Muchalaht First Nation or its Designate will:

(a) establish and, throughout the Term, maintain an account in the name of Mowachaht-Muchalaht First Nation (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 Columbiapursuant 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 Mowachaht-Muchalaht First Nation (or its Designate, as the case may be) has met the requirements set out in section4.4.

ARTICLE 5 - CONDITIONS OF PAYMENT

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

(a) Mowachaht-Muchalaht First Nation having published all of the necessary statements andreports before the applicable dates as set out in Article 8; and

(b) Revenue Sharing Contributions not having been suspended under Article 11.

5.2. Appropriation. Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Mowachaht-Muchalaht First Nation 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).

ARTICLE 6 - CONSULTATION

6.1 Satisfaction of consultation obligations. Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Mowachaht-Muchalaht First Nation will identify potential measures to accommodate anypotential adverse impacts on Mowachaht-Muchalaht First Nation's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.

6.2 Map may be shared. British Columbia may share the map attached as Appendix A, including digital versions of the map, with provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.

6.3 SEA or RA applies. Notwithstanding 6.1:

(a) if before the Effective Date Mowachaht-Muchalaht First Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in theSEA or RA will continue after the Effective Date;

(b) if on or after the Effective Date Mowachaht-Muchalaht First Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in theSEA or RA will supersede and replace the consultation process set out inthis Agreement for the term of the SEA or RA; and

(c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, the consultation process set out in Appendix B will apply for the remainder of the Term.

6.4 Capacity funding. The Parties acknowledge and agree that to assist Mowachaht-Muchalaht First Nation to engage in consultation under this Agreement and in consultationunder any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to Mowachaht-Muchalaht First Nation, under section 1.4 of Appendix C, capacity funding of no less than $35,000 per annum.

ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

7.1 **Revenue Sharing Contributions will vary.** Mowachaht-Muchalaht First Nation acknowledges thatforest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

7.2 **Where consultation process followed.** Mowachaht-Muchalaht First Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range developmentpractices that may be carried out under an Operational Plan, on Mowachaht-Muchalaht First Nation's Aboriginal Interests.

ARTICLE 8 - ANNUAL REPORTS and RECORDS

8.1 **Annual Report.** Within 90 days of the end of each BC Fiscal Year, Mowachaht-Muchalaht First Nation will prepare an annual report, substantially in the form set out in Appendix E, 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, andconfirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.

8.2 **Publication.** Mowachaht-Muchalaht First Nation will publish the annual report referred to in section 8.1 in a manner that can reasonably be expected to bring the information to the attention of Mowachaht-Muchalaht First Nation's communities and the public within 90 days of the endof each BC Fiscal Year.

8.3 **Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 days after Mowachaht-Muchalaht First Nation receives the final Revenue Sharing Contribution from BritishColumbia.

ARTICLE 9 - ASSISTANCE

9.1 **Cooperation and Support.** Mowachaht-Muchalaht First Nation will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relationto any action that might be taken by a Member that is inconsistent with this Agreement.

ARTICLE 10 - DISPUTE RESOLUTION

10.1 **Dispute Resolution Process.** If a dispute arises between British Columbia and Mowachaht-Muchalaht First Nation 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 Mowachaht-Muchalaht First Nation; 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 resolve the issue.

ARTICLE 11 - SUSPENSION and TERMINATION

11.1 Suspension of Revenue Sharing Contributions. British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Mowachaht-Muchalaht First Nation is in material breach of its obligations under this Agreement.

11.2 Notice of Suspension. Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to Mowachaht-Muchalaht First Nation of the reason for the suspension, including the specific material breach on which BritishColumbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

11.3 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 11.2, British Columbia may terminate the Agreement by written notice.

11.4 Termination by Either Party. This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.

11.5 Meet to attempt to resolve issue. If a Party gives written notice under section 11.4, 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.

ARTICLE 12 - TERM

12.1 Term. The term of this Agreement will be three (3) years commencing on the Effective Date unless the term is extended under section 12.2 or terminated under Article 11.

12.2 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.

12.3 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.

12.4 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 13 – REPRESENTATIONS and WARRANTIES

13.1 British Columbia represents and warrants to Mowachaht-Muchalaht First Nation, with the intent and understanding that the Mowachaht-Muchalaht First Nation will rely on such representations and warranties in entering into this Agreement, that British Columbia has the authorityto enter into this Agreement.

13.2 Mowachaht-Muchalaht First Nation represents and warrants to British Columbia, with the intent andunderstanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:

(a) Mowachaht-Muchalaht First Nation has the legal power, capacity and authority to enter intothis Agreement on behalf of the Members;

(b) Mowachaht-Muchalaht First Nation has taken all necessary actions and has obtained allnecessary approvals to enter into this Agreement on behalf of the Members; and

(c) this Agreement is a valid and binding obligation upon Mowachaht-Muchalaht First Nation.

ARTICLE 14 - NOTICE and DELIVERY

14.1 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, when received by the Party at the following address:

if to British Columbia:

Deputy Minister
Ministry of Indigenous Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Fax: (250) 387-6594
IRRInfo@gov.bc.ca

and if to the Mowachaht-Muchalaht First Nation;

Chief Michael Maquinna
Mowachaht-Muchalaht First
Nation
P.O Box 459
Gold River, BC V0P 1G0

14.2 Change of Address. Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

ARTICLE 15 - GENERAL PROVISIONS

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

15.2 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) establish, affirm, recognize, abrogate or derogate from any of Mowachaht-Muchalaht First Nation's Aboriginal Interests.

15.3 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 Mowachaht-Muchalaht First Nation's AboriginalInterests;

(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.

15.4 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.

15.5 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.

15.6 Assignment. Mowachaht-Muchalaht First Nation must not assign, either directly or indirectly, this Agreement or any right of Mowachaht-Muchalaht First Nation under this Agreement without the priorwritten consent of British Columbia.

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

15.8 Acknowledgment. The Parties acknowledge and enter into this Agreement on the basis that Mowachaht-Muchalaht First Nation has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests haveyet to be established. 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 Mowachaht-Muchalaht First Nation Aboriginal Interests.

15.9 Third Parties. This Agreement is not intended to limit any obligation of Licensees or other third parties to Mowachaht-Muchalaht First Nation.

15.10 Other Economic Opportunities and Benefits. This Agreement does not preclude Mowachaht-Muchalaht First Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in thisAgreement.

15.11 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.

15.12 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.

15.13 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.

15.14 Execution in Counterpart. This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

15.15 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:

Mowachaht-Muchalaht First Nation

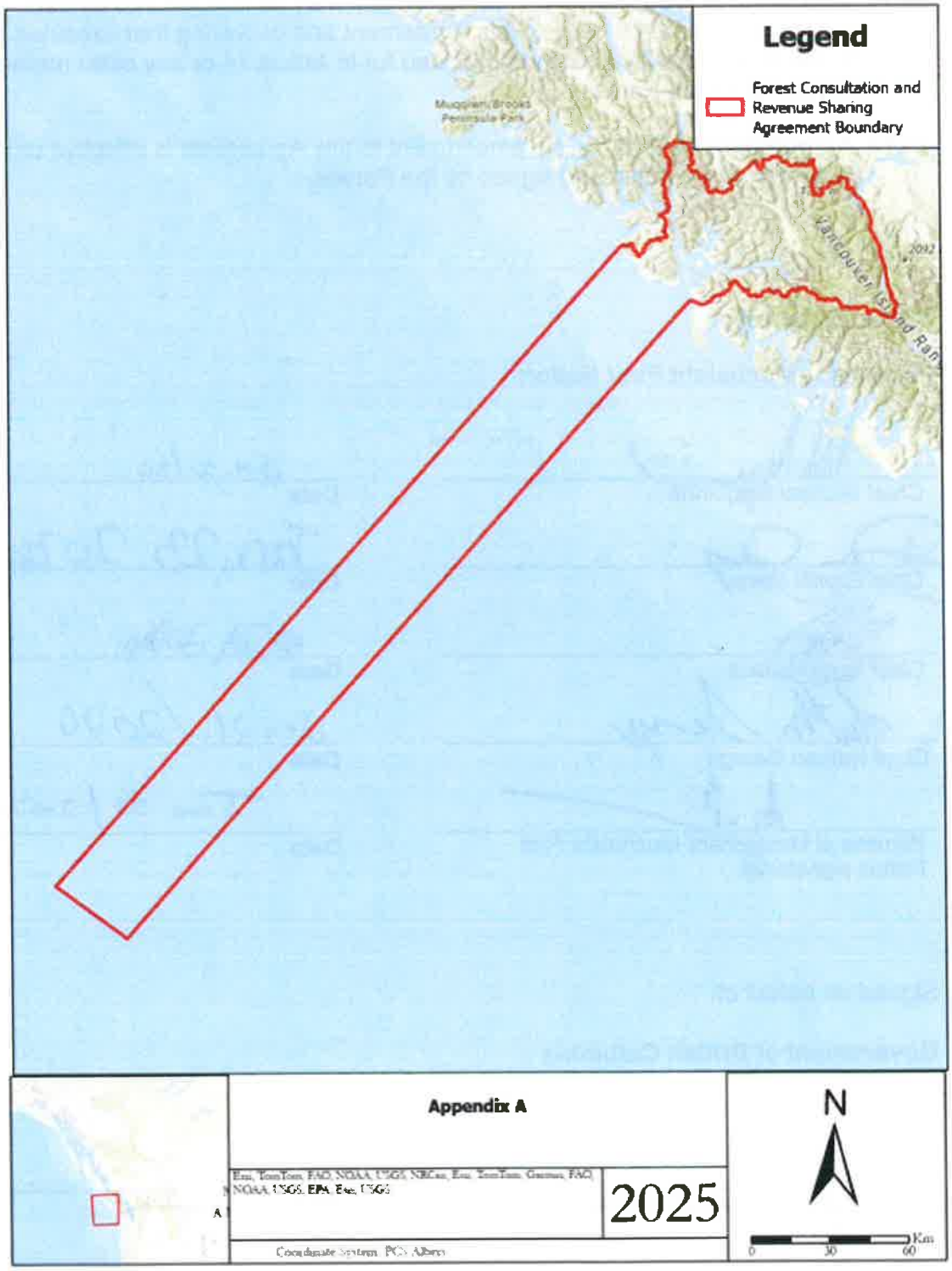
Chief Michael Maquinna	Jan. 21/26 **Date**
Chief Daniel Savey	Jan. 23. 2026 **Date**
Chief Jerome Jack	01/21/2026 **Date**
Chief Nathan George	Jan 21, /2026 **Date**
Witness of Mowachaht-Muchalaht First Nation signatures	Jan 21/2026 **Date**

Signed on behalf of:

Government of British Columbia

Minister of Indigenous Relations and Reconciliation	March 17, 2026 **Date**

APPENDIX A
Map of Mowachaht-Muchalaht First Nation Territory



APPENDIX B
Consultation Process for Administrative and/or Operational Decisionsand Operational Plans within Mowachaht-Muchalaht First Nation First Nation Territory

1.1 British Columbia will consult with Mowachaht-Muchalaht First Nation on proposed Administrativeand/or Operational Decisions and Operational Plans that may potentially adversely impact Mowachaht-Muchalaht First Nation's Aboriginal Interests within the Territory, inaccordance with this Appendix B.

1.2 Mowachaht-Muchalaht First Nation will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Territory in accordance with this Appendix B.

1.3 In order to facilitate consultation, the Parties will use section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.

1.4 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List ofDecisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.

1.5 If on or before January 31st a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31st of the current fiscal year.

1.6 If British Columbia becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Territory of Mowachaht-Muchalaht First Nation during the current fiscal year, British Columbia will notify the Mowachaht-Muchalaht First Nation of those decisions or plans and the Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.

1.7 If the Parties cannot agree upon which consultation level in section 1.10

of thisAppendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Mowachaht-Muchalaht First Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

1.8 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Mowachaht-Muchalaht First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

1.9 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Mowachaht-Muchalaht First Nation and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicableto the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may proceed to make a decision regarding the decision or plan.

1.10 The Parties agree that:

(a) as set out in the table below (the "Matrix") there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;

(a) subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and

(b) the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.

Level	Description	Intent
1. **Information Sharing**: prior to formal consultation process	Proponent or tenure holder engages Mowachaht-Muchalaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Mowachaht-Muchalaht First Nation and provides summary of communications to British Columbia. Where there is a Letter of support, Letter of No Comment, Letter of No Concern or Deferral to other First Nations from the Mowachaht-Muchalaht First Nation, Level 1 will be deemed adequate unless British Columbia finds inadequacies in proponent or tenure holder information sharing.
2. **Available on Request**	Type of notification whereby British Columbia informs Mowachaht-Muchalaht First Nation they will not be sending out information.	Mowachaht-Muchalaht First Nation can request from British Columbia more detailed information about decisions made at this level.
3. **Notification**	Notify in writing Mowachaht-Muchalaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Mowachaht-Muchalaht First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. **Expedited Consultation Process**	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.

Level	Description	Intent
5. Normal Consultation	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Mowachaht-Muchalaht First Nation of the final decision where requested by the Mowachaht-Muchalaht First Nation.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant Aboriginal Interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Mowachaht-Muchalaht First Nation with the final decision and rationale in writing.

1.1 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.

1.2 Unless requested by the Mowachaht-Muchalaht First Nation, British Columbia is not obligated to inform the Mowachaht-Muchalaht First Nation of the Delegated Decision Maker's decision where the consultation level in respect of the proposed decision was level five (5) or lower.

Schedule 1 – List of Decisions Schedule 1 has changed significantly.

Schedule 1 'List of Decisions' – West Coast Region					
Decision Category	**Decision**	**Delegated Decision Maker[1]**	**Consultation Level**	**Consultation Period**	**Comments/Pending Decisions**
ADMINISTRATIVE DECISIONS					
Timber Supply Area	Timber supply review resulting in Allowable Annual Cut (AAC) determination	Chief Forester	6	24 months total	*Multiple 60-day processes at discreet intervals over a 24-month period*
Timber Supply Area	AAC apportionment or disposition	Minister of Forests	5	30-60 days	
Innovative Forestry Practices AAC	AAC of timber supply area	Regional Executive Director	6	30-60 days	
Tree Farm Licence	Timber supply review resulting in AAC determination	Chief Forester	5	24 months total	*Multiple 60-day processes at discreet intervals over a 24-month period*
Tree Farm Licence	Management Plan approval	Deputy Chief Forester	5	30-60 days	*Consultation usually combined with AAC determination*
Tree Farm Licence	Deletion of Crown or private land from TFL	Minister of Forests	5	30-60 days	
Tree Farm Licence and Forest Licence	Replacement, consolidation, or subdivision	Various	6	30 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Tree Farm Licence, Forest Licence, Timber Licence, Woodlot Licence	Transfer	Various	5	30 days	
Timber Licence	Extension or consolidation	Regional Executive Director	6	60 days	
Timber Licence	Exemption from cut control	Regional Executive Director	5	30 days	*Typically, in response to an unexpected, catastrophic forest health event where management requires a temporary cut control uplift*
Forest Licence	Issuance of FL	Regional Executive Director	6	60 days	

Non-Replaceable Forest Licence	Extension or issuance of NRFL	Regional Executive Director	6	30 days	*Extension = Level 3* *New Tenure = Level 5*
Community Forest Agreement	Establishment and advertisement of new CFA area	Regional Executive Director/District Manager	6	30-60 days	
Community Forest Agreement	Issuance of a CFA	Regional Executive Director	6	30-60 days	*Consultation usually combined with Mgmt. Plan as CFA cannot be issued until Mgmt. Plan is approved*
Community Forest Agreement	Approval of new CFA Management Plan or minor or major amendment	District Manager	3 or 5	21-60 days	*Minor Amendment = Level 3* *New Plan/Major Amendment = Level 5*
Community Forest Agreement	Boundary amendment	Regional Executive Director/District Manager	6	30 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Community Forest Agreement	Probationary CFA transition to CFA	Regional Executive Director	5	30 days	
Community Forest Agreement	CFA replacement	Regional Executive Director	6	60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Woodlot Licence	Establishment of new WL area	District Manager	6	60 days	
Woodlot Licence	Issuance of a WL	District Manager	5	60 days	*Consultation usually combined with Mgmt. Plan as WL cannot be issued until Mgmt. Plan is approved*
Woodlot Licence	Approval of new WL Management Plan (including inventory or AAC determination) or major amendment	District Manager	5	60 days	
Woodlot Licence	Boundary amendment, consolidation, or replacement	District Manager	5	30 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Woodlot Licence	Licence Plan approval, amendment, or extension	District Manager	5	60 days	

First Nations Woodland Licence	Issuance of FNWL	Regional Executive Director	6	30-60 days	*Consultation usually combined with Mgmt. Plan as FNWL cannot be issued until the Mgmt. Plan is approved*
First Nations Woodland Licence	Approval of new FNWL Management Plan (including AAC determination) or major amendment	District Manager	6	30-60 days	
First Nations Woodland Licence	Boundary amendment or replacement	Regional Executive Director/District Manager	6	30-60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Forestry Licence to Cut	Issuance of FLTC or amendment or transfer of existing	District Manager	5	30 days	*Supplemental consultation level subject to outcome of proponent-led info sharing. Includes minor cutting, small scale salvage (post-harvest and damaged timber), rec sites and trails, etc.*
Forestry Licence to Cut	Issuance of FLTC for community wildfire protection	Regional Executive Director	3	30 days	*Non-emergency licence to cut for wildfire prevention*
Occupant Licence to Cut	Issuance or amendment of OLTC	District Manager	2 or 5	0 or -30 days	*Level 5 if no consultation related to land act tenures*
Special Use Permit	Issuance of new SUP	District Manager	6	60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Special Use Permit	Amendment, extension, replacement, or transfer of existing SUP	District Manager	5	30 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*
Higher Level Plan	Land use objectives – new or major amendments	Minister of Forests	6	60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*

Old Growth Management Area	Major/minor amendment to existing or establishment of new OGMA	District Manager	3 or 5	30 or 60 days	*OGMAs tend to protect existing old growth stands from harvest and alternatively serve to recruit old growth from younger stands. Supplemental consultation level subject to outcome of proponent-led info sharing. Major/minor amendment = Level 3 New = Level 5*
Government Actions Regulation	Establishment of GAR	Regional Executive Director or Designate/District Manager	5	60 days	*Generally GAR order serves to protect lands from development*
Recreation Sites & Trails	Establishment of a previously existing/non-established or new interpretive forest site, recreation site or trail under *FRPA* Section 56	Assistant Deputy Minister Sites and Trails BC	6	60 days	
Recreation Sites & Trails	Dis-establish recreation sites and trails	Assistant Deputy Minister Sites and Trails BC	5	30 days	
Recreation Sites & Trails	Trail construction, rehabilitation or maintenance under *FRPA* Section 57	Regional Manager/District Recreation Officer Sites and Trails BC	5	30 days	
Recreation Sites & Trails	Protection of recreation resource under *FRPA* Section 58	Regional Manager Sites and Trails BC	3	21-30 days	
OPERATIONAL PLANS					
FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan extension	District Manager	1 or 5	0 or30 days	
FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan new or replacement, including major amendment	District Manager	1 or 5	0 or60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing*

FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan, minor amendment	District Manager	2	n/a	
WL/FNWL	New Licence Plan or major amendment or extension	District Manager	1 or 5	0 or 30 days	
OPERATIONAL DECISIONS					
FL/TL/TFL/CFA/WL/ FNWL/Major FLTC	Cutting Permit issuance	District Manager	1 or 5	0 or 60 days	*Where there is a Letter of support, Letter of No Comment, Letter of No Concern or Deferral to other First Nations from the Mowachaht-Muchalaht First Nation, Level 1 will be deemed adequate unless British Columbia finds inadequacies in proponent or tenure holder information sharing. Supplemental consultation level subject to outcome of proponent-led info sharing*
FL/TL/TFL/CFA/WL/ FNWL/Major FLTC	Cutting Permit amendment	District Manager	1 or 3	0-30 days	*Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m*
Road Permit	Road Permit issuance/amendment	District Manager	1 or 5	0 or 60 days	*Where there is a Letter of support, Letter of No Comment, Letter of No Concern or Deferral to other First Nations from the Mowachaht-Muchalaht First Nation, Level 1 will be deemed adequate unless British Columbia finds inadequacies in proponent or tenure holder information sharing. Supplemental consultation level subject to outcome of proponent-led info sharing*

Cutting Permit or Road Permit Minor Amendment	Cutting Permit or Road Permit minor amendments	District Manager	1 or 3	0-30 days	*Minor amendments are defined as CP increases less than 1.0 ha or RP increases less than 350m*
Road Use Permit	New Road Use Permits on existing Forest Service Roads	District Manager	2	n/a	
Forest Investment Program/Account	Sustainable forest management planning; management unit/watershed level strategies/plans; resource inventories; monitoring; decision support; stand treatments; recreation, *etc.*	District Manager	1 to 5	0-60 days	
Free Use Permit	Free Use Permit issuance for First Nation's traditional and cultural activities (including firewood)	District Manager	2 or 3	n/a, 21-30	
Free Use Permit	Free Use Permit issuance for danger trees or non-cultural activities	District Manager	2	n/a	
Miscellaneous	Authority to harvest timber by Crown agents (Section 52 *Forest Act)*	District Manager	2	n/a	*May include FSR realignment, helipad clearing for BCTS, research branch destructive sampling, etc.*
Miscellaneous	Permit or permit reissuance to grow and/or harvest Christmas trees on Crown land	District Manager	2	n/a	*Often in association with compatible land use such as hydro power line ROW*

BCTS **SUBJECT TO CHANGE**					
Forestry Licence to Cut	Issuance of FLTC or amendment to existing	Timber Sales Manager	5	60 days	*Supplemental consultation level subject to outcome of proponent-led info sharing. Includes minor cutting, small scale salvage (post-harvest and damaged timber), rec. sites and trails, etc.*
Timber Sale Licence	New Timber Sale Licence (TSL) or TSL Amendment	Timber Sales Manager	1 or 5	0 or 30 days	*Where the TSL was included in the FOM – Level 1. Any other TSL or any major changes should be Level 5*
Timber Sale Licence Amendment	Minor Amendment to a TSL	Timber Sales Manager	1 or 2	0-20	*Minor amendment is considered 1.0 ha or less*
Road Permit	Road Permit issuance/amendment	Timber Sales Manager	1or 5	0 or 30 days	*BCTS-led process – supplemental consultation level subject to outcome of proponent-led info sharing*
Road Permit Minor Amendment	Road Permit minor amendments	Timber Sales Manager	1 or 2	0-30	*BCTS-led process. Generally, no consultation obligations with these minor amendments. Minor amendments are defined as RP increases less than 350m*
BCTS Forest Operations Map	Annual Review	Timber Sales Manager	5	60	

APPENDIX C

Revenue Sharing Contribution Methodology

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 District of Campbell River (DCR), District of North Island (DNI), and District of South Island (DSI) 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 Campbell River, North Island-Central Coast, and South Island Forest Districts.

1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Mowachaht-Muchalaht First Nation'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 Mowachaht-Muchalaht First Nation's Territory will be calculated by determining the percent of Mowachaht-Muchalaht First Nation's Territory that falls within the Timber Harvesting Land Base in Campbell River, North Island-Central Coast, and South Island 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 Nations.

1.3 The Territory Forest Revenue Sharing Component will be calculated by multiplying 8% percent of non BC Timber Sales forest revenue attributed to the Mowachaht-Muchalaht First Nation and 11% percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.

1.4 If Mowachaht-Muchalaht First Nation is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive $35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Mowachaht-Muchalaht First Nation 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 detailing of Mowachaht-Muchalaht First Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from Eligible Volume within the Forest Licence.

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

3.1 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 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 Mowachaht-Muchalaht First Nation in any given full year under the Mowachaht-Muchalaht First Nation *Interim Agreement on Forest opportunities (2008)* ("the Annual Amount") and applying the following percentages to that Annual Amount:

3.2.1 2025/26 BC Fiscal Year 40 percent;

3.2.2 2026/27 BC Fiscal Year 40 percent

3.2.3 2027/28 BC Fiscal Year 40 percent

3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years 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 Mowachaht-Muchalaht First Nation *Interim Agreement on Forest Opportunities (2008)*, then Mowachaht-Muchalaht First Nation will receive the annual payments described by the Revenue Sharing Calculation in section 3.1 for those BC Fiscal Years; or

(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 Mowachaht-Muchalaht First Nation *Interim Agreement on Forest Opportunities (2008)* then Mowachaht-Muchalaht First Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the Mowachaht-Muchalaht First Nation *Interim Agreement on Forest Opportunities (2008)*.

APPENDIX D

Band Council Resolution Appointing
the
Recipient Entity for the Mowachaht-Muchalaht
First Nation FCRSA

APPENDIX E

Annual Report

(Example only)

Socio-economic Priority	2025/2026 Planned Expenditures	2025/2026 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation
In accordance with section 8.1 of the Mowachaht-Muchalaht First Nation Forest & Range Consultation andRevenue Sharing Agreement, Mowachaht-Muchalaht First Nation 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 Mowachaht-Muchalaht First Nation