WHEREAS:

(collectively the "Parties")

"British Columbia"

as represented by the Minister of Aboriginal Relations and Reconciliation

Her Majesty the Queen in Right of the Province of British Columbia

And

"Deese River First Nation"

and the Kaska Deena Council

Deese River First Nation

Chief and Council of the

As Represented by

Deese River First Nation

Between:

(The "Agreement")

Consultation and Revenue Sharing Agreement (FCSRA)

Forest & Range

Deese River First Nation
Definitions

Dena Council

Appendix C: This area is part of the larger Traditional Territory of Kaska

Area of Interest

1.3 Resource under provincial legislation.

Administrative and/or Operational Decision

1.2 Recognized and affirmed under section 35(1) of the Constitution Act, 1982, including Aboriginal title, which are determined Aboriginal rights, including Aboriginal title, or

Aboriginal Interests

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

Therefore the Parties Agree as Follows:

1. First Nation is addressed through other agreements or processes.

Environmental estábility and financial interests in a timely, stable, and
economic and
effective manner with the least impact on the Dene River

Territory which will enhance the ability of the Dene to manage and protect interests to

Forest and Range resource development on Crown lands within the Traditional

Territory and on the First Nation’s Aboriginal Interests.

This Agreement is intended to assist in achieving stability and greater certainty for

Teritory. The Dene River First Nation’s Aboriginal Interests within the Traditional

Territory.

Reserve development activities proposed within the Traditional

Territory.

Information sharing with British Columbia is a License in Right of Forest and/or

Range.

British Columbia’s interests to consult with the Dene River First Nation and to

accommodate its Aboriginal Interests as appropriate by accommodating British

Columbia’s interests in the Traditional Teritory.

F. The Dene River First Nation has Aboriginal Interests within the Traditional

Teritory.

E. British Columbia recognizes that the Dene River First Nation has a unique history

and is own culture and traditions that help to define the Dene River First Nation’s

characteristics, along with the relationship between the Dene and the traditional

and modern cultures.

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

1.0 Definitions
Timber supply.

Resource Operations to contribute to, and be available to, long-term
of a management unit considered by Ministry of Forests, Lands and Natural
Timber Harvesting Land Base” means the position of the total land area

1.19 “Term” has the meaning given to that term in section 1.1.

1.18 “Forest (Ac) Act.

direct saved from lease under the Forest Act
between the Minister and a First Nation, that provides for the Minister to
Forest Tenure Opportunity Agreement” means an agreement signed
process between the Kasheku Dena Council and more than one natural
Columbia and the Kasheku Dena Council that establishes a consultation

1.16 “SEA” means a Strategic Engagement Agreement between British
Section 3.0 of this Agreement

1.15 “Revenue Sharing Agreement” means an Agreement to be made by
British Columbia, theDease River First Nation in accordance with

1.14 “Reconciliation Agreement” has the meaning given to that term in section 3.3.

1.13 “Dease River First Nation’s Traditional Territory,”

1.12 “Operational Plan” means a Forest Management Plan, Forest Licence Plan,
powers in respect of forests and range matters.

1.11 “Minister” means the Minister of Forests, Lands and Natural Resource

1.10 “Licence” means a holder of a Forest License or a Range Licence.

1.10 Section 3.2:

1.9 “First Fiscal Year of the Term” has the meaning given to that term in

1.8 Effective Date” means the date on which this Agreement has been

1.7 “Designate” has the meaning given to that term in section 3.1.

1.6 “Delegated Decision Maker” and “DDM” means a person with authority,

1.5 “BC Fiscal Year” means a period beginning on April 1 of a calendar year

1.4 “Band Council Resolution” means a resolution of Dease River First

1.4 Band Council Resolution

1.3 “Payment Account” has the meaning given to that term in section 3.3.

1.2 “Range” means a reconciliation agreement between British Columbia and the

1.1 “Dease River First Nation” means a Traditional Territory,

1.1 Defining this Agreement and Range Legislation that has or will have effect in the

1.1 Powers in respect of forests and range matters.

1.1 “Minister” means the Minister of Forests, Lands and Natural Resource

1.1 “Licence” means a holder of a Forest Licence or a Range Licence.

1.1 “Dease River First Nation’s Traditional Territory,”

1.1 “Reconciliation Agreement” means an Agreement to be made by
British Columbia, the Dease River First Nation in accordance with

1.15 “Revenue Sharing Agreement” means an Agreement to be made by

1.14 “Reconciliation Agreement” has the meaning given to that term in section 3.3.

1.13 “Dease River First Nation’s Traditional Territory,”

1.12 “Operational Plan” means a Forest Management Plan, Forest Licence Plan,
powers in respect of forests and range matters.

1.11 “Minister” means the Minister of Forests, Lands and Natural Resource

1.10 “Licence” means a holder of a Forest License or a Range Licence.

1.9 “First Fiscal Year of the Term” has the meaning given to that term in

1.8 Effective Date” means the date on which this Agreement has been

1.7 “Designate” has the meaning given to that term in section 3.1.
3.0 Forest Revenue Sharing Contribution

People in British Columbia, including the members of the Dease River First Nation and non-Aboriginal
Nations, in achieving progress towards closing socio-economic gaps
between economic well-being of its community and assisting the Dease River First
Nation in achieving progress towards closing socio-economic gaps.

To provide an opportunity for the Dease River First Nation to identify and
accommodation in this agreement, and to accommodate the Dease River First Nation in consultation processes which
enhance and improve the social, cultural and

The purposes and objectives of this agreement are:

2.0 Purpose and Objectives

2.1 In relation to potential impacts on Dease River First Nation's Aboriginal
Treaty Rights, to recapture the Parties in meeting their respective

2.2 In relation to other agreements, the suffix or

1.21 "Treaty Board" means the cabinet committee of British Columbia

1.20 "Traditional Territory" means the Kaska Dena Council's claimed or

1.19 "Traditional Territory" as shown in the map attached

1.18 Appendix A

1.17 "Dease River First Nation" means the Dease River First Nation, as defined in the Financial Administration Act.
or terminated pursuant to section 10.0.

For each BC Fiscal Year subsequent to the first Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to First Nation.

For each BC Fiscal Year, the Revenue Sharing Contribution under this Agreement for that following year must be determined by British Columbia.

Before November 30th of each year during the Term, British Columbia will notify the Dease River First Nation of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary documents and calculations entailed in Appendix C).

3.5

The Revenue Sharing Contribution will be provided by First Nation.

3.4

Certain the first payment under this Agreement will be on September 30th, 2014, in accordance with Appendix C as deemed to be $54,222. For further payment subject to section 3.2, the Payment Account will be paid on or before March 30th, and the second payment to be paid on or before September 30th.

3.3

Two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before September 30th.

3.2

Subject to section 3.1 and section 10.0 of this Agreement, British Columbia will provide the Revenue Sharing Contribution in accordance with Appendix C, as illustrated in Appendix D.

3.1

Dease River First Nation will establish and maintain a bank account in the name of Dease River First Nation.

3.0

Dease River First Nation will provide to British Columbia the relevant account information.
6.1 Community Priorities, Annual Reports and Records

Dease River First Nation agreements that during the term of this agreement, the Dease River First Nation agrees that the Revenue Sharing Contributions made under Section 3.0 of this agreement as provided in accordance with the Revenue Sharing Contributions agreements made by Dease River First Nation and that Revenue Sharing Contributions under British Columbia Title 1 and Title 2 Revenue Sharing Contributions agreements as provided in accordance with the Revenue Sharing Contributions agreements made by Dease River First Nation and that Revenue Sharing Contributions agreements as provided in accordance with the Revenue Sharing Contributions agreements made by Dease River First Nation.

5.0 Acknowledgements and Covenants by Dease River First Nation

In accordance with the process set out in the SEA.

4.1 The parties agree that consultation will be carried out in accordance with the process set out in the SEA.

4.2 First Nation's Aboriginal Interests arising from any Operational Plan referred to in section 3.7.1 of the Financial Administration Act, except that, under any application for a Financial Administration Act, except that, under any application for a

3.7.1 Treasury Board not having control, or limited, pursuant to the Act, and such payment may be required, to make the payment, and British Columbia in any financial year or part thereof when any agreement is subject to:

money by British Columbia to the Dease River First Nation pursuant to this

3.7.2 There being sufficient monies available in an application, as subject to:

Agreements is subject to:

3.7.1

4.4 In the event that the SEA terminates or expires prior to the end of the term and is not replaced with a subsequent SEA or RA that contains a consultation process for OPRs or OPRs that is included in the 5.0 Consultation Process

4.0 Consultation Process
Security Deposits

7.0

Repayment of Deposits

7.1

Deposit of Security

7.1.1

Provision of Security

7.1.2

Deposit of Security

7.1.3

Expiry of Deposit

7.1.4

Security Deposit

7.1.5

Security Deposit

7.1.6

Security Deposit

7.1.7

Security Deposit

7.1.8

Security Deposit
Resolution of the Interpretaion Issue.

10.0 Suspension and Termination

If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in resolving the dispute. If the Parties are unable to resolve the dispute, British Columbia will meet as soon as possible representatives of the Deece River First Nation to provide information on the interpretation of a provision of this Agreement. Prior to British Columbia making any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, British Columbia will respond immediately to any discussions on the matters.

9.0 Dispute Resolution

9.1 If a dispute arises between British Columbia and the Deece River First Nation regarding the interpretation of a provision of this Agreement, the Parties will meet as soon as possible representatives of the Deece River First Nation to provide information on the interpretation of a provision of this Agreement. Prior to British Columbia making any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, British Columbia will respond immediately to any discussions on the matters.

8.0 Stability for Land and Resource Use

8.1 First Nation of the unilateral financial obligation(s) associated with section 7.1 British Columbia will notify the Deece River First Nation of a financial obligation arising from a licence(s) in accordance with section 7.2. British Columbia will notify the Deece River First Nation of a financial obligation arising from a licence(s) in accordance with section 7.3. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation. Prior to British Columbia applying any payment to satisfy unresolved disputes between British Columbia and the Deece River First Nation, and British Columbia applies under a Forest Tenure Opportunity Agreement entered into between British Columbia and the Deece River First Nation.
Agreement must be in writing and duly executed by the Parties.

13.1 **Amendment of Agreement**

Any alteration or amendment to the terms and conditions of this Agreement will require the consent of the Parties.

12.1 **Renewal of the Agreement**

If the Agreement is not renewed or amended by the expiration of the Term, the Parties agree to abide by the terms and conditions of this Agreement.

11.1 **Term**

The term of this Agreement commences on the Effective Date and, unless otherwise agreed in writing, continues in force for the period specified in the Agreement. The Parties may terminate this Agreement by giving written notice of their intention to do so.

10.5 If a Party gives written notice of its intention to terminate this Agreement prior to the Termination Date, the Agreement will be terminated from the date specified in such notice.

10.4 This Agreement may be terminated by either Party in the event of any default or breach of this Agreement, subject to the provisions of this section.

10.3 If the alleged non-compliance with this Agreement is not resolved within 60 days of the notice provided in section 10.1, British Columbia will take such action as it deems necessary and, without relating any action taken by British Columbia, the Agreement may be terminated by either Party.

10.2 If the alleged non-compliance with this Agreement is not resolved within 60 days of the notice provided in section 10.1, British Columbia will take such action as it deems necessary and, without relating any action taken by British Columbia, the Agreement may be terminated by either Party.
This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 and does not and Federal law.

This Agreement shall be interpreted in a manner consistent with Provincial

Miscellaneous

Facsimile: (250) 239-3003
Telephone: (250) 239-3000
Good Hope Lake, BC V0C 2Z0
P.O. Box 79
Dease River First Nation
Chief Ruby Johnny

Dease River First Nation

Fax: (250) 387-6594
Telephone: (250) 355-1394
Victoria, BC, V8W 9B1
P.O. Box 9100 STN PROV GOVT
Ministry of Aboriginal Relations and Reconciliation
Deputy Minister

British Columbia

In this section of the Agreement, the address of either party may be changed by notice in the manner set out in this section of the Agreement.

The address of the other party as in this section of the Agreement is in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other party as in this section of the Agreement.

Notice between the Parties with respect to the subject matter of this Agreement.

This Agreement and any amendment to this Agreement is constitute the entire Agreement.

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

16.14 Nothing in this Agreement is to be construed as an acceptance of or

out in this Agreement.

16.15 This Agreement does not exclude the Dease River First Nation from

licenses or other third parties to the Dease River First Nation.

16.12 This Agreement is not intended to limit any obligation of forest or range

Agreement.

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

Agreement should be interpreted in favour of either Party.

16.10 There will be no presumption that any ambiguity in any of the terms of this

is regulated.

Any reference to a statute in this Agreement includes all Regulations made

under that statute and any amendments or replacements of that statute and

16.9 According to the Ministry of Transportation and other Parties,

Agreement do not change or affect the positions of either Party has or may

This Agreement and any decisions made during the term of this

16.8 Prior the effective date of this Agreement

past Operational or Administrative decisions made by British Columbia

This Agreement does not address or affect any claims by the Dease River

lands.

Dease River First Nation's Aboriginal title and/or rights claims over those

16.6 References in this Agreement to Crown lands are without prejudice to the

Dease River First Nation.

and geographic extent of Aboriginal interests or treaty interests of the

recognized in a common understanding of the nature, scope

be determined. Broader processes engaged in to bring about

extent of Aboriginal interests of the Dease River First Nation have yet to

Traditional Territory that the specific nature, scope, or geographic

basis that the Dease River First Nation has Aboriginal interests within the

British Columbia acknowledges and notes this Agreement on the

16.5 Part may take in future regulations or court actions.

16.4 Subject to paragraph 16.3, this Agreement will not limit the positions that a

competing claims between First Nations.

16.3 This Agreement does not address or prejudice conflicting interests or

Aboriginal rights, including Aboriginal title.

define or amend Aboriginal rights, or limit any priorities afforded to
16.17 If any part of this Agreement is void or unenforceable, all the Parties are to negotiate and attempt to reach an agreement, to the extent possible and as their respective interests may require, on a reasonable basis, and in good faith, in an effort to accommodate the Parties so that the Agreement is not severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

16.15 This Agreement does not constitute an admission of an obligation of an obligation to provide financial or economic benefits as provided in this Agreement, as otherwise required.

16.14 Ali headings in this Agreement are for convenience only and do not form a part of this Agreement.

16.13 Any of its provisions.

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

16.11 The appendix is to this Agreement form part of the Agreement.

16.10 The Appendix does not constitute one document in original for all purposes and all counterparts taken together will be deemed to be delivering it to the other Party by fax. Each respective will be deemed to be copy of this Agreement, including a photocopy or faxed copy, and

16.9 This Agreement may be enforced into by each Party signing a separate
Witness of Minister Signature

Reconciliation Minister of Aboriginal Relations and
Government of British Columbia
Signed on behalf of:

Date  Sept. 16, 2014

Witness of Dease River First Nation

Councilor
Margaret Timms

Councilor
Joe Fitch

Councilor
Gary Johnstone

Chief Ruby Johnny
Signed on behalf of:

Dease River First Nation
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.

Appendix:

By multiplying 55 percent of the Forest Revenue as described in section 2.0 of this Year:

2.1 The Direct Award Forest Revenue Sharing Component will be calculated as the total of stumpage payments received by the Crown for the previous Fiscal Year.

2.0 Subsequent to the release by the Minister of Finance of the previous Fiscal Year's

Direct Award Forest Revenue Sharing Component:

Sections 1.0 to 1.3 of this Appendix will be performed.

1.4 For each Fiscal Year that this Agreement is in effect, the calculations outlined in Section 1.2 of this Appendix:

National as described in Section 1.2 of this Appendix:

by calculating 4 percent of the Forest Revenue attributable to the Disease River First

Multiplying 4 percent of the Forest Revenue attributable to the Disease River First

1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by calculating the amount of the Forest Revenue attributable to the Kasheka Dana Councils

1.2 The amount of the Forest Revenue attributable to the Kasheka Dana Councils

will not be included in the calculations of Forest Revenue:

1.1 For the purposes of the summary document in Section 1.0 of this Appendix, the

Stumpage Payments from Disease River First Nation's Forest License (if applicable)

will over 2 years be calculated for Mackenzie District, for Nelson District and

Mackenzie District, for Nelson District and Skeena-Silene District (if applicable)

Traditional Territory that falls within the timber harvesting land base in

Councils Traditional Territory will be calculated by determining the amount of stumpage payments from Disease River First Nation's Forest License, and applying the traditional territory

1.0 For each Fiscal Year that this Agreement is in effect, the calculations outlined in Sections 1.0 and 1.1 of this Appendix shall be performed.

Traditional Territory Forest Revenue Sharing Component:

Revenue Sharing Contribution Methodology

Appendix C
Agreement...
| Explanation Variance | Achieved Outcomes | Expenditures Actual 2014/2015 | Expenditures Planned 2014/2015 | Priority economic Socio-
|----------------------|-------------------|-----------------------------|-------------------------------|-----------------------------

(example only)

Annual Report

Deese River First Nation Statement of Community Priorities

APPENDIX F