

**RESOURCE REVENUE
SHARING AGREEMENT**

**Canada
British Columbia
Maa-nulth First Nations**

RESOURCE REVENUE SHARING AGREEMENT

This RESOURCE REVENUE SHARING AGREEMENT is dated APR 01 2011

- BETWEEN: Huu-ay-aht First Nations
(hereinafter called "Huu-ay-aht")
- AND: Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
(hereinafter called "Ka:'yu:'k't'h'/Che:k'tles7et'h'")
- AND: Toquaht Nation
(hereinafter called "Toquaht")
- AND: Uchucklesaht Tribe
(hereinafter called "Uchucklesaht")
- AND: Ucluelet First Nation
(hereinafter called "Ucluelet")
- AND: Her Majesty the Queen in right of Canada
(hereinafter called "Canada")
- AND: Her Majesty the Queen in right of the Province of British Columbia
(hereinafter called "British Columbia")

WHEREAS:

1. Maa-nulth, Canada and British Columbia have entered into the Maa-nulth First Nations Final Agreement which provides that the Parties will enter into an agreement setting out the procedures for arriving at the Invoiced Resource Amount; and
2. This Agreement is the Resource Revenue Sharing Agreement referred to in the Maa-nulth First Nations Final Agreement.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

1.0 DEFINITIONS

1.1. Words and expressions not defined in this Agreement but defined in the Maa-nulth First Nations Final Agreement have the meanings ascribed to them in the Maa-nulth First Nations Final Agreement.

1.2. In this Agreement:

“Agreement” means this Resource Revenue Sharing Agreement;

“Campbell River Forest District” has the same meaning as in the *Forest Act*;

“Maa-nulth First Nation Area” means the total area of land identified for each Maa-nulth First Nation in Appendix A of the Maa-nulth First Nations Final Agreement, subject to areas of overlap being included once for this calculation;

“Maa-nulth First Nations Final Agreement” means the Maa-nulth First Nations Final Agreement ratified by each Maa-nulth First Nation, British Columbia and Canada as amended from time to time; and

“South Island Forest District” has the same meaning as in the *Forest Act*.

2.0 INVOICED RESOURCE AMOUNT

2.1 The Parties agree that Invoiced Resource Amount means the sum of:

- a. 10% of the amount invoiced in a Fiscal Year by British Columbia in accordance with the *Forest Act* for stumpage from all Provincial Timber Resources, other than Christmas trees, harvested within the Campbell River Forest District, and

- b. 12.5% of the amount invoiced in a Fiscal Year by British Columbia in accordance with the *Forest Act* for stumpage from all Provincial Timber Resources, other than Christmas trees, harvested within the South Island Forest District.
- 2.2 Subject to 5.3, the Ministry of Forests, Mines and Lands harvest billing system will be used by British Columbia and Canada to determine the amounts invoiced in paragraph 2.1.
- 2.3 For greater certainty, the amounts invoiced by British Columbia in accordance with 2.1 includes stumpage from reject and waste logs and stumpage from the following forms of tenure under the *Forest Act*:
- a. community forest agreements (s. 43.3(d));
 - b. community salvage licences (s. 43.8(e));
 - c. forest licences (s. 14(d));
 - d. forestry licences to cut (s. 47.7(f));
 - e. licences to cut (s. 47.5(1)(a), s. 47.5(2)(b));
 - f. road permits (s. 118(c));
 - g. timber licences (s. 30(f));
 - h. timber sale licences (s. 20(3));
 - i. tree farm licences (s. 35(1)(c)); or
 - j. woodlot licences (s. 45(1)(d)).

3.0 PROVINCIAL AUTHORITY ON PROVINCIAL CROWN LAND

- 3.1 Nothing in this Agreement limits the ability of British Columbia to:
- a. authorize use of or dispose of provincial Crown lands and resources in accordance with Provincial Law, policy or practices;
 - b. amend Provincial Law, policies or practices in relation to the use or disposition of provincial Crown lands and resources;
 - c. amend Provincial Law, policy or practices in relation to the determination and collection of stumpage, rents, fees, royalties or other charges in respect of provincial Crown lands and resources, including Provincial Timber Resources; or
 - d. amend or eliminate the boundaries for forest revenue administration or management of forest districts or their successor

as British Columbia may in its discretion determine from time to time.

- 3.2 Nothing in this Agreement creates an Interest in provincial Crown lands or resources in favour of any person.

4.0 DISPUTE RESOLUTION

- 4.1 If a dispute arises from this Agreement, the Parties involved in the dispute agree to use the process described in Chapter 25 Dispute Resolution and for greater certainty, the dispute will be considered to be a “Disagreement” for the purposes of that Chapter.
- 4.2 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 4.3 Notwithstanding section 4.1, disputes arising under this Agreement may not be referred to and finally resolved by arbitration under Chapter 25 Dispute Resolution.

5.0 INFORMATION EXCHANGE

- 5.1 The Parties will share, at no cost to the requesting Party, in a timely manner, information reasonably required for purposes of implementation, monitoring and renewal of this Agreement.
- 5.2 If there is an amendment to the boundaries of a forest district which includes any portion of the Maa-nulth First Nation Area that results in a substantial change to the area of the forest district, British Columbia will provide Canada and Maa-nulth with a written notice of the boundary change within 60 days.
- 5.3 The Parties acknowledge and agree that the Ministry of Forests, Mines and Lands harvest billing system, or the successor method to obtain invoiced stumpage information, may change from time to time and if the method changes British Columbia will, as soon as practicable, provide Canada and Maa-nulth with a written statement describing the revised method for accessing invoiced stumpage information and the date the revised method comes into effect.
- 5.4 Appendix 1 does not form a part of this Agreement and does not alter any of the provisions of this Agreement.

6.0 TERM OF THIS AGREEMENT

- 6.1 This Agreement remains in effect until 90 days following the 24th anniversary of the Effective Date.

7.0 REVIEW AND AMENDMENT

- 7.1 If there is an amendment to the boundaries of the Campbell River Forest District that results in a substantial change to the area of the Campbell River Forest District, the Parties will, upon the request of Maa-nulth, meet to negotiate and attempt to reach agreement on amendment, if any, to section 2.1.
- 7.2 If there is an amendment to the boundaries of the South Island Forest District that results in a substantial change to the area of the South Island Forest District, the Parties will, upon the request of Maa-nulth, meet to negotiate and attempt to reach agreement on amendment, if any, to section 2.1.
- 7.3 The Parties agree that percentages in 2.1 will reasonably reflect the portion of each Forest District that includes the Maa-nulth First Nation Area.

8.0 NO IMPLIED WAIVER

- 8.1 No term or condition of this Agreement, or performance by a Party of an obligation under this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.
- 8.2 No written waiver of a term or condition of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of an obligation under this Agreement, will be deemed to be a waiver of any other obligation, provision or of any subsequent default.

9.0 NOT A TREATY OR LAND CLAIMS AGREEMENT

- 9.1 This Agreement is not a treaty or a lands claims agreement, and does not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 9.2 This Agreement does not form part of the Maa-nulth First Nations Final Agreement.

10.0 FURTHER ASSURANCES

- 10.1 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

11.0 INTERPRETATION

11.1 In this Agreement:

- a. headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- b. a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it; and
- c. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

12.0 GOVERNING LAW

- 12.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

13.0 ENUREMENT

- 13.1 This Agreement will enure to the benefit of and be binding upon the Parties and their permitted assigns.

14.0 NO ASSIGNMENT

- 14.1 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party.

15.0 NOTICES

- 15.1 A notice, document, request, approval, authorization, consent or other communication (each a "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in the following ways:
- a. delivered personally or by courier;
 - b. transmitted by facsimile transmission; or
 - c. mailed by post in Canada in any form which requires a receipt.

- 15.2 A communication will be considered to have been given or made, and received:
- a. if delivered personally or by courier, at 9:00 a.m. on the business day after the day on which it was received by the addressee or a responsible representative of the addressee;
 - b. if sent by facsimile transmission and if the sender receives confirmation of the transmission, at 9:00 a.m. on the next business day after the day on which it was transmitted; or
 - c. if mailed in Canada in any form which requires a receipt, when the postal receipt records that it was received.

15.3 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

For: British Columbia

Attention:	Minister of Aboriginal Relations and Reconciliation
Personal or courier delivery:	Parliament Buildings Victoria, British Columbia
Facsimile transmission:	(250) 387-5594
Postal delivery:	PO Box 9468 STN PROV GOVT Victoria, British Columbia V8W 9E2

For: Canada

Attention:	Minister of Indian Affairs and Northern Development House of Commons Room 583, Confederation Building Ottawa, Ontario K1A 0A6
Facsimile transmission:	(819) 953-4941

For: Huu-ay-aht First Nations

Attention:	Chief Councillor 3483 Third Avenue Port Alberni, British Columbia V9Y 4E4
Facsimile transmission:	(250) 723-4646

For: Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Attention: Legislative Chief
General Delivery
Kyoquot, British Columbia
V0P 1J0
Facsimile transmission: (250) 332-5210

For: Toquaht Nation
Attention: Tyee Ha'wilt
PO Box 759
Ucluelet, British Columbia
V0R 3A0
Facsimile transmission: (250) 726-4403

For: Uchucklesaht Tribe
Attention: Chief Councillor
PO Box 1118
Port Alberni, British Columbia
V9Y 7L9
Facsimile Transmission: (250) 724-1806

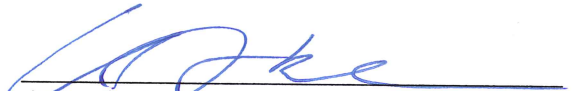
For: Ucluelet First Nation
Attention: President
Box 699
Ucluelet, British Columbia
V0R 3A0
Facsimile Transmission: (250) 726-7552

16.0 EXECUTION IN COUNTERPARTS


16.1 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the day and year first above written

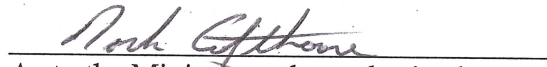
EXECUTED in the presence of:


 As to the Minister or the authorized signatory for the Minister of Indian Affairs and Northern Development
 ANITA BOSCARION

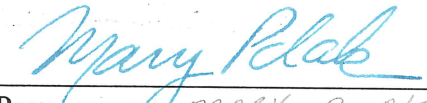
) HER MAJESTY THE QUEEN IN
) RIGHT OF CANADA as represented
) by the Minister of Indian Affairs and
) Northern Development and Federal
) Interlocutor for Métis and Non-Status
) Indians or duly authorized signatory
)
)
)
)
)
)


 Per: HONORABLE JOHN DUNCAN

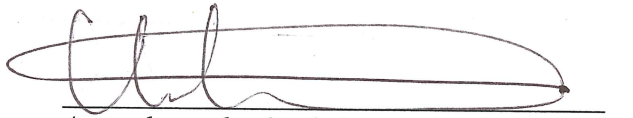
EXECUTED in the presence of:


 As to the Minister or the authorized signatory for the Minister of Aboriginal Relations and Reconciliation
 MARK LOETHOUSE


) HER MAJESTY THE QUEEN IN
) RIGHT OF THE PROVINCE OF
) BRITISH COLUMBIA as represented
) by the Minister of Aboriginal Relations
) and Reconciliation or duly authorized
) signatory
)
)
)
)
)
)



 Per: MARY POLAK

EXECUTED in the presence of:

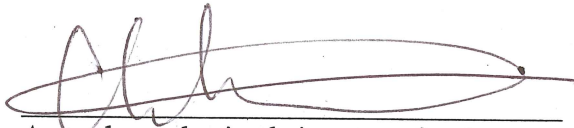

 As to the authorized signatories for the HUU-ay-aht First Nations Government
 Chuck Poschenrieder

) HUU-AY-AHT FIRST NATIONS as
) represented by the HUU-ay-aht First
) Nations Government
)
)
)
)
)
)


 Per: Robert Dennis Sr., Chief Councillor


 Per: Derek Peters, Ta'yii Hawilth


EXECUTED in the presence of:



As to the authorized signatory for the
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Government

CHUCK POSCHENNIEDER

) **KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'**
) **FIRST NATIONS** as represented by the
) **Ka:'yu:'k't'h'/Che:k'tles7et'h' First**
) **Nations Government**



Per: Therese Smith, Legislative Chief

EXECUTED in the presence of:



As to the authorized signatory for the
Toquaht Nation Government

CHUCK POSCHENNIEDER

) **TOQUAHT NATION** as represented by
) **the Toquaht Nation Government**



Per: Anne Mack, Tyee Ha'wilth

EXECUTED in the presence of:



As to the authorized signatory for the
Uchucklesaht Tribe Government

CHUCK POSCHENNIEDER

) **UCHUCKLESAHT TRIBE** as
) **represented by the Uchucklesaht Tribe**
) **Government**



Per: Charlie Cootes, Chief Councillor

Appendix 1 – Accessing Data using Internet Access

Accessing Data using Internet Access

This Appendix sets out a description of the method for accessing invoiced stumpage information from the Ministry of Forests, Mines and Lands Harvest Billing System (HBS) for the purpose of determining the Invoiced Resource Amount pursuant to the Maa-nulth First Nation Final Agreement.

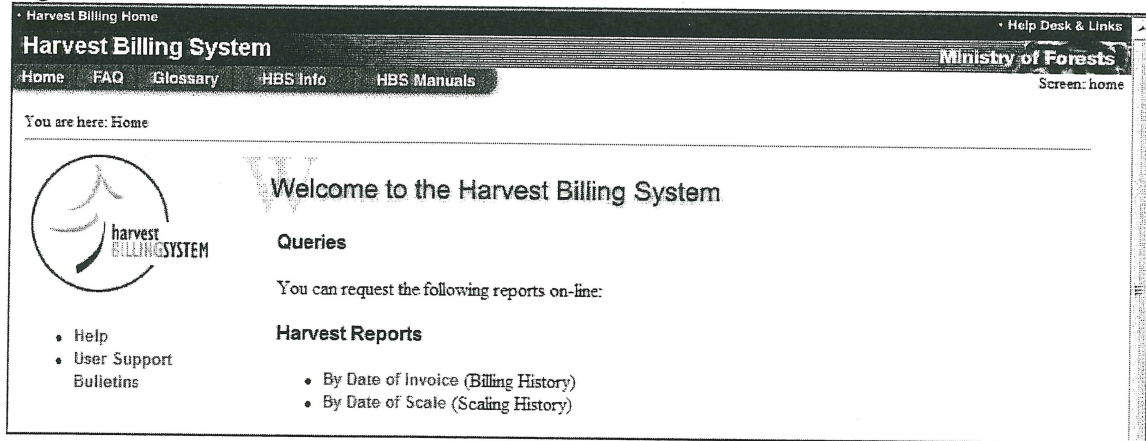
The current Web enabled implementation of the Ministry of Forests, Mines and Lands HBS allows users (internal and external to government) to access detailed stumpage information. The following steps will enable the user to access HBS data relating to invoiced stumpage for the purposes of determining the Invoiced Resource Amount pursuant to the Maa-nulth First Nation Final Agreement. It should be noted that these steps may be subject to change with periodic modification of the HBS access process.

1. Click on the following Internet link to access the HBS web site.

<http://www15.for.gov.bc.ca/hbs>

The top part of the screen should look like Figure 1.

Figure 1



- Under **Harvest Reports**, select: By Date of Invoice (Billing History)

- Your browser should now display the screen set out in Figure 2. Note that some fields will already be filled in, but not necessarily with the selections you need, and not necessarily with the example given below. Adjust the entries on this screen as per the instruction on the next page of this appendix.

Figure 2

Mark Monthly Billing History Selection

In addition to the Month Billed Interval, please specify one or more of the following:
 Region/District Harvested, Mark Holder, File Type, Mgmt Unit Type, Forest File ID, or Timber Mark.

* indicates a required field

* Month Billed interval (up to 12 months)

From To

Region/District Harvested

Mark Holder

File Type

Mgmt Unit Type Mgmt Unit No

Forest File ID

Timber Mark

Filters

Species

Product

Grade

Billing Type Normal Cruise Based Wa Beach mb

3. Make the following adjustments on the screen for Figure 2.
- Set the date range (for example, 200904 to 201003 for Fiscal Year 2009/10)
 - Select a Region/District Harvested to produce reports for a single region or district. For the Maa-nulth Resource Revenue Sharing Agreement, you must run two reports, one each for Campbell River Forest District and South Island Forest District.
 - Select “Crown Land” as the File Type. Other options in this block of the form are left blank.
 - Select “All except Christmas Trees” as Product
 - Check all four boxes beside Billing Type: (Normal, Cruise Based, Waste and Beachcomb).
 - Press the “Configure PDF Report” button to arrive at Figure 3.

Figure 3

Mark Monthly Billing History - Report Configuration

Configure the grouping and content of the billing report output..

* indicates a required field

* Group output by

- Region Harvested and District Harvested
- File Type
- District and Mark
- Licence and Mark
- Client and Licence
- Mgmt Unit Type and Mgmt Unit No

* Detail Lines Displayed (select at least one)

- Volume (M3)
- Value (\$)
- Value/Volume (\$/M3)

Include Species / Products / Grades Groups

- None
- Species
- Grades
- Species and Grades
- Products
- Species and Product

4. Your browser should now display the screen set out in Figure 3, although not necessarily with the selections you need.
- Select “Region Harvested and District Harvested” for Group Output
 - Select “Value (\$)” for Detail Lines Displayed [and optionally Volume (m3) if this number interests you]
 - Select “None” for Species/Product/Grade Groups
 - Press the “Send PDF Report” button to arrive at Figure 4.

Figure 4

Report Delivery Address Screen

You have requested the following:

Mark Monthly Billing History
Format: PDF File
Billing Date: 2009-04 to 2010-03
Region/District Harvested: Campbell River Forest District
Mark Holder: All
File Type: Crown Land

Filter By:

Species: All
Product: All except Christmas Trees
Grade: All
Billing Type: Normal,Cruise,Waste,Beachcomb

Group By: Region Harvested and District Harvested
Detail Lines: Value
Species,Product,Grade Grouping: None

* Please enter your E-mail address:

* Please confirm your E-mail address:

Once prepared, HBS will send an E-mail with an attachment containing the data requested.

5. Your browser will now display the screen set out in Figure 4.
 - Type your email address into the spaces provided
 - Press the "Submit" button

6. You will get a screen saying that your request has been sent. This screen summarizes the information you are requesting.
 - Press the "Continue" button.
7. HBS will send you an E-mail message which includes a link to your report.
 - Click on the link in the message to access the reports
8. Review HBS Generated Report, which should look like Figure 5.
 - Clicking on the link in the e-mail message will launch the presentation of the HBS report in your browser.
 - To save the report for later use, click on the diskette button and identify a directory and file name.
 - The HBS report contains a summary at the bottom of the parameters that were used to generate the report

Figure 5

BRITISH COLUMBIA		Ministry of Forests Harvest Billing System Mark Monthly Billing History Report										Page: 1 of 1						
		2008-Apr	2008-May	2008-Jun	2008-Jul	2008-Aug	2008-Sep	2008-Oct	2008-Nov	2008-Dec	2010-Jan	2010-Feb	2010-Mar	Total	Report Date: 2011-Jan-26	Report ID: 323747 P38	Report Number: 10359061	Report Number: 3238752
REGION:	Coast Forest Region																	
DISTRICT:	Campbell River Forest District																	
	\$	1,222,901.80	720,303.10	1,225,957.51	1,076,309.10	902,944.24	1,480,204.10	1,002,271.26	1,702,438.27	1,182,578.66	1,101,091.40	2,381,150.10	900,470.90	16,026,490.90				
DISTRICT TOTAL:	\$	1,222,901.80	720,303.10	1,225,957.51	1,076,309.10	902,944.24	1,480,204.10	1,002,271.26	1,702,438.27	1,182,578.66	1,101,091.40	2,381,150.10	900,470.90	16,026,490.90				
REGION TOTAL:	\$	1,222,901.80	720,303.10	1,225,957.51	1,076,309.10	902,944.24	1,480,204.10	1,002,271.26	1,702,438.27	1,182,578.66	1,101,091.40	2,381,150.10	900,470.90	16,026,490.90				
GRAND TOTAL:	\$	1,222,901.80	720,303.10	1,225,957.51	1,076,309.10	902,944.24	1,480,204.10	1,002,271.26	1,702,438.27	1,182,578.66	1,101,091.40	2,381,150.10	900,470.90	16,026,490.90				

Billing Parameters				Billing Configuration Parameters				
Date Range:	From: 2008-04-01	To: 2010-03-31	Division:	AL	Volume (M3):	Yes	Season:	Yes
Region/Forest/District:	Campbell River Forest District		Product:	2011 - XM	Value (\$):	Yes	Invoice:	Yes
Client Name:	All		Code:	90	Value Volume (\$M3):	Yes	Invoice:	Yes
			Billing Type:	Normal, Cruise, Stacker, Investment	Volume - Forest (\$):	Yes	Invoice:	Yes
			Report Unit Type:				Invoice:	Yes
			Report Unit No:				Invoice:	Yes

Tax Rate Details: This system will calculate the tax rate based on the province and the tax rate for the province. The tax rate for the province is 13%.

9. The '\$' amount in the total column for the Campbell River Forest District will be used in the calculation of the Invoiced Resource Amount as set out in Section 2.1 of this agreement. Repeat the process for the South Island Forest District.