

**Kwkwawat'inuxw Haxwa'mis First Nation
Forest & Range Consultation and Revenue Sharing Agreement
(the "Agreement" or "FCRSA")**

Between:

**Kwkwawat'inuxw Haxwa'mis First Nation
as represented by Chief and Council
(Kwkwawat'inuxw Haxwa'mis 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. Kwkwawat'inuxw Haxwa'mis 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 Kwkwawat'inuxw Haxwa'mis First Nation in its pursuit of activities to enhance the well-being of its Members.

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 Kwikwasut'inuxw Haxwa'mis First Nation having the form of Appendix D;

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

“Delegated Decision Maker” 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 Kwikwasut'inuxw Haxwa'mis 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 the Market 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 Kwikwasut’inuxw Haxwa’mis First Nation

“Minister” means the Minister of Forests having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

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

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

“RA” means a reconciliation agreement between British Columbia and Kwikwasut’inuxw Haxwa’mis First Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

“Revenue Sharing Contribution” means each payment to be made by British Columbia to Kwikwasut’inuxw Haxwa’mis First Nation under Article 3;

“SEA” means a strategic engagement agreement between British Columbia and Kwikwasut’inuxw Haxwa’mis First Nation that includes agreement on a consultation process between Kwikwasut’inuxw Haxwa’mis First Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Kwikwasut’inuxw Haxwa’mis First Nation’s Aboriginal Interests;

“Term” means the term of this Agreement as set out in section 13.1;

“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-term timber supply;

“Territory” means the geographic area identified by Kwikwasut’inuxw Haxwa’mis First Nation as their traditional territory 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

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 Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Kwikwasut'inuxw Haxwa'mis First Nation to participate in the consultation process under this Agreement and as a contribution towards any accommodation that may be required in respect of potential impacts of forest and range decisions and operations within the Territory on Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests;
- (c) to enhance the social, economic and cultural well-being of Members; and
- (d) to assist in achieving greater stability and certainty for forest and range resource development within the Kwikwasut'inuxw Haxwa'mis 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 12, during the Term, British Columbia will:
- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Kwikwasut'inuxw Haxwa'mis First Nation (or its Designate under section 4.2, as the 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:
- \$222,339;
- the first instalment of which will be paid on or before September 30, 2022 if the Effective Date is prior to July 31 or on or before March 31, 2023 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 Kwikwasut'inuxw Haxwa'mis First Nation;
 - (b) the end of the month in which the Agreement is terminated by either Party under Article 12, 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:
- (a) 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
 - (b) 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 Kwikwasut'inuxw Haxwa'mis First Nation of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

3.6 Amount agreed to. Kwikwasut'inuxw Haxwa'mis First Nation agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTS

4.1 Recipient entity. Unless Kwikwasut'inuxw Haxwa'mis First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Kwikwasut'inuxw Haxwa'mis First Nation.

4.2 Election of Designate. Kwikwasut'inuxw Haxwa'mis First Nation may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:

- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
- (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Kwikwasut'inuxw Haxwa'mis First Nation and such appointment is confirmed by a Band Council Resolution of Kwikwasut'inuxw Haxwa'mis First Nation.

4.3 Obligations continue. The election of a Designate under section 4.2 does not relieve Kwikwasut'inuxw Haxwa'mis First Nation of its obligations under this Agreement.

4.4 Payment Account. Kwikwasut'inuxw Haxwa'mis First Nation or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of
- (b) Kwikwasut'inuxw Haxwa'mis 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 Columbia pursuant to this Agreement (the "Payment Account"); and
- (c) 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 Kwikwasut'inuxw Haxwa'mis First Nation (or its Designate, as the case may be) has met the requirements set out in section 4.4.

ARTICLE 5 - CONDITIONS OF PAYMENT

5.1 Reporting 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) Kwikwasut'inuxw Haxwa'mis First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
- (b) Revenue Sharing Contributions not having been suspended under Article 12.

5.2. Appropriation. Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation will identify potential measures to accommodate any potential adverse impacts on Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis 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 the SEA or RA will continue after the Effective Date;
- (b) if on or after the Effective Date Kwikwasut'inuxw Haxwa'mis 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 the SEA or RA will supersede and replace the consultation process set out in this 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, this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.

6.4 Capacity funding. The Parties acknowledge and agree that to assist Kwikwasut'inuxw Haxwa'mis First Nation to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to Kwikwasut'inuxw Haxwa'mis 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. Kwikwasut'inuxw Haxwa'mis First Nation acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

7.2 Revenue Sharing Contributions are accommodation. Kwikwasut'inuxw Haxwa'mis First Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests during the term of this Agreement.

7.3 Where consultation process followed. Kwikwasut'inuxw Haxwa'mis 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 development practices that may be carried out under an Operational Plan, on Kwikwasut'inuxw Haxwa'mis 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, Kwikwasut'inuxw Haxwa'mis 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, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.2 Publication.** Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation's community, defined for purposes of this Agreement as the members of the Kwikwasut'inuxw Haxwa'mis First Nation, within 90 days of the end of 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 Kwikwasut'inuxw Haxwa'mis First Nation receives the final Revenue Sharing Contribution from British Columbia.

ARTICLE 9 - ASSISTANCE

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

ARTICLE 10 – SILVICULTURE SECURITY

- 10.1 Silviculture Security.** In consideration of Kwikwasut'inuxw Haxwa'mis First Nation entering into this Agreement, British Columbia may choose not to require a silviculture security under the Security for Forest and Range Practice Liability Regulation pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Kwikwasut'inuxw Haxwa'mis First Nation, or a legal entity controlled by the Kwikwasut'inuxw Haxwa'mis First Nation, and British Columbia.

ARTICLE 11 - DISPUTE RESOLUTION

- 11.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections or (b), the Parties may agree to other appropriate approaches to resolve the issue.

ARTICLE 12 - SUSPENSION AND TERMINATION

- 12.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Kwikwasut'inuxw Haxwa'mis First Nation is in material breach of its obligations under this Agreement.
- 12.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 12.1, British Columbia will provide notice to Kwikwasut'inuxw Haxwa'mis First Nation of the reason for the suspension, including the specific material breach on which British Columbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.
- 12.3 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 12.2, British Columbia may terminate the Agreement by written notice.
- 12.4 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.
- 12.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 12.4, 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 13 - TERM

- 13.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless the term is extended under section 13.2 or terminated under Article 12.

- 13.2 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.
- 13.3 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.
- 13.4 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 14 – REPRESENTATIONS AND WARRANTIES

- 14.1** British Columbia represents and warrants to Kwikwasut'inuxw Haxwa'mis First Nation, with the intent and understanding that the Kwikwasut'inuxw Haxwa'mis First Nation will rely on such representations and warranties in entering into this Agreement, that British Columbia has the authority to enter into this Agreement.
- 14.2** Kwikwasut'inuxw Haxwa'mis First Nation represents and warrants to British Columbia, with the intent and understanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:
- (a) Kwikwasut'inuxw Haxwa'mis First Nation has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
 - (b) Kwikwasut'inuxw Haxwa'mis First Nation has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of the Members; and
 - (c) this Agreement is a valid and binding obligation upon Kwikwasut'inuxw Haxwa'mis First Nation.

ARTICLE 15 - NOTICE AND DELIVERY

- 15.1 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

and if to the Kwikwasut'inuxw Haxwa'mis First Nation:

Chief Councillor
Kwikwasut'inuxw Haxwa'mis First Nation
Gilford Island Office Box 10
Alert Bay B.C. V0N 1A0
Fax: (250) 974-3036

- 15.2 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 15.1, supersede any previous address, email or facsimile number for the Party giving such notice.

ARTICLE 16 - GENERAL PROVISIONS

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

- 16.2 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 Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests.

- 16.3 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 Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate;
- (c) an admission or acknowledgement by Kwikwasut'inuxw Haxwa'mis First Nation with respect to any other First Nation's Aboriginal Interests that may be factored into British Columbia's determination of the Revenue Sharing Contribution; or
- (d) 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.

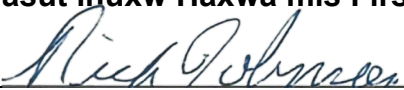
- 16.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.5 No Implied Waiver.** Any waiver of any term or breach of 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.
- 16.6 Assignment.** Kwikwasut'inuxw Haxwa'mis First Nation must not assign, either directly or indirectly, this Agreement or any right of Kwikwasut'inuxw Haxwa'mis First Nation under this Agreement without the prior written consent of British Columbia.
- 16.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 16.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Kwikwasut'inuxw Haxwa'mis First Nation has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet 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 Kwikwasut'inuxw Haxwa'mis First Nation Aboriginal Interests.
- 16.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Kwikwasut'inuxw Haxwa'mis First Nation.
- 16.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Kwikwasut'inuxw Haxwa'mis First Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 16.11 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.
- 16.12 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.
- 16.13 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.

16.14 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 15 or any other method agreed to by the Parties.

16.15 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:


Kwikwasut'inuxw Haxwa'mis First Nation



Chief Name

March 22/23


Date



Councillor



Councillor



Witness of Kwikwasut'inuxw Haxwa'mis First Nation signatures

Signed on behalf of:

Government of British Columbia



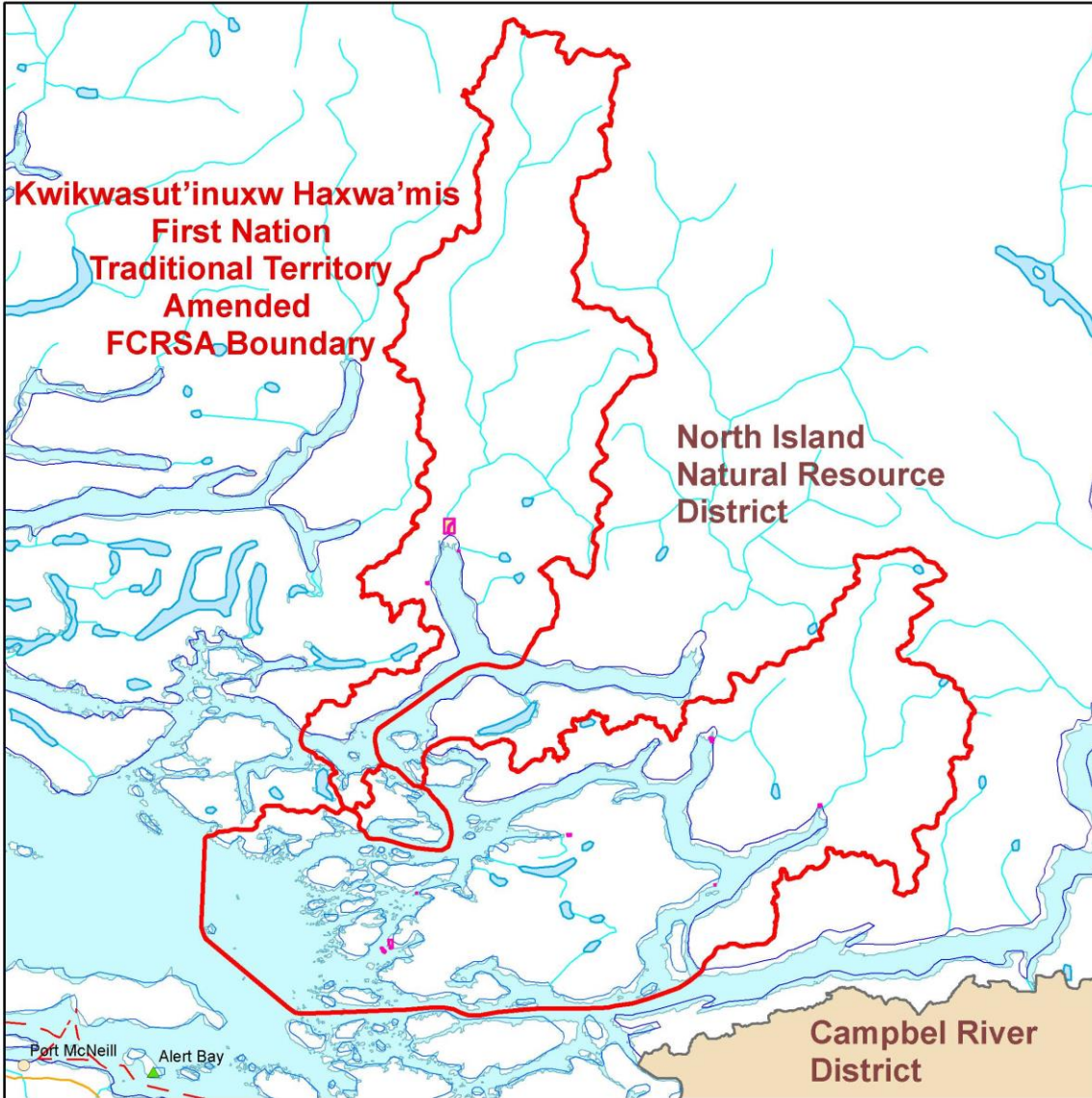
Minister of Indigenous Relations and Reconciliation

April 11, 2023

Date

APPENDIX A

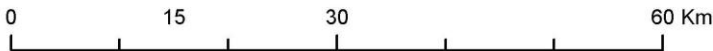
APPENDIX A Map of the Kwikwasut'inuxw Haxwa'mis FN Traditional Territory



Legend: Kwikwasut'inuxw Haxwa'mis First Nation FCRSA Map

- Kwikwasut'inuxw Haxwa'mis First Nation FCRSA Map 2022
- Kwikwasut'inuxw Haxwa'mis First Nation IR
- North Island Natural Resource District Boundary
- Campbell River Natural Resource District Boundary

Date: March 24, 2022



This map has been prepared for information purposes only and is not intended to create, recognize, limit or deny any aboriginal rights, including title, that any First Nations may have, or impose any obligations on British Columbia or alter the legal status of resources within the Province or the existing legal authority of British Columbia.



APPENDIX B

Consultation Process for Administrative and/or Operational Decisions and Operational Plans within Kwikwasut'inuxw Haxwa'mis First Nation Territory

- 1.1** British Columbia will consult with Kwikwasut'inuxw Haxwa'mis First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Kwikwasut'inuxw Haxwa'mis First Nation's Aboriginal Interests within the Territory, in accordance with this Appendix B.
- 1.2** Kwikwasut'inuxw Haxwa'mis 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 of Decisions") 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 Kwikwasut'inuxw Haxwa'mis First Nation during the current fiscal year, British Columbia will notify the Kwikwasut'inuxw Haxwa'mis 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 this Appendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Kwikwasut'inuxw Haxwa'mis 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, Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation and no response is received, before the end of the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, British Columbia may give notice to Kwikwasut'inuxw Haxwa'mis First Nation of its intention to make a decision regarding the decision or plan, providing a reasonable final opportunity for Kwikwasut'inuxw Haxwa'mis First Nation to make comments or to request a further extension of time, which shall be considered by British Columbia, acting reasonably.

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;
- (b) 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
- (c) 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 Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation and provides summary of communications to British Columbia.

Level	Description	Intent
2. Available on Request	Type of notification whereby British Columbia informs Kwikwasut'inuxw Haxwa'mis First Nation they will not be sending out information.	Kwikwasut'inuxw Haxwa'mis First Nation can request from British Columbia more detailed information about decisions made at this level.
3. Notification	Notify in writing Kwikwasut'inuxw Haxwa'mis First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Kwikwasut'inuxw Haxwa'mis 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.
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 Kwikwasut'inuxw Haxwa'mis First Nation of the final decision where requested by the Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation with the final decision and rationale in writing.

1.11 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.

1.12 Unless requested by the Kwikwasut'inuxw Haxwa'mis First Nation, British Columbia is not obligated to inform the Kwikwasut'inuxw Haxwa'mis First Nation of the Delegated Decision Maker's decision where the consultation level in respect of the proposed decision was level three (3) or lower.

Schedule 1 – List of Decisions

Schedule 1 'List of Decisions'					
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	5	24 months total	<i>Multiple 60-day processes at discreet intervals over a 24 month period</i>
Timber Supply Area	AAC apportionment or disposition	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Tree Farm Licence	Timber supply review resulting in an AAC determination	Deputy Chief Forester	5	12-24 months total	<i>Multiple processes at discreet intervals</i>
Tree Farm Licence	Management Plan approval	Deputy Chief Forester	3	21-30 days	<i>Consultation usually combined with AAC determination</i>
Tree Farm Licence	Deletion of Crown or private land from TFL	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Tree Farm Licence	Replacement, consolidation, or subdivision	Minister of Forests, Lands & Natural Resource Operations	3	21-30 days	
Tree Farm Licence, Forest Licence, Timber Licence, Woodlot Licence	Transfer	Various	3 or 5	21-60 days	<i>Transfer of TFL/FL = Level 5 Transfer of TL/WL = Level 3</i>
Timber Licence	Extension or consolidation	Regional Executive Director	3	21-30 days	
Forest Licence	Replacement, consolidation, or subdivision	Regional Executive Director	3	21-30 days	
Forest Licence	Issuance of FL	Regional Executive Director	5	30-60 days	
Non-Replaceable Forest Licence	Extension or issuance of NRFL	Regional Executive Director	3 or 5	21-60 days	<i>Extension = Level 3 New Tenure = Level 5</i>
Community Forest Agreement	Establishment and advertisement of new CFA area	Regional Executive Director/District Manager	5	30-60 days	
Community Forest Agreement	Issuance of a CFA	Regional Executive Director	5	30-60 days	<i>Consultation usually combined with Mgmt. Plan as CFA cannot be issued until the Mgmt. Plan is approved</i>
Community Forest Agreement	Approval of new CFA Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>
Community Forest Agreement	Boundary amendment	Regional Executive Director/District Manager	3	21-30 days	
Community Forest Agreement	Probationary CFA transition to CFA	Regional Executive Director	3	21-30 days	
Community Forest	CFA replacement	Regional Executive	3	21-30 days	

Agreement		Director				
Woodlot Licence	Establishment of new WL area	District Manager	5	30-60 days		
Woodlot Licence	Issuance of a WL	District Manager	5	30-60 days	<i>Consultation usually combined with Mgmt. Plan as WL cannot be issued until Mgmt. Plan is approved</i>	
Woodlot Licence	Approval of new WL Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>	
Woodlot Licence	Boundary amendment, consolidation, or replacement	District Manager	3	21-30 days		
First Nations Woodland Licence	Award of FNWL	Regional Executive Director	5	30-60 days	<i>Consultation usually combined with Mgmt. Plan as FNWL cannot be issued until the Mgmt. Plan is approved</i>	
First Nations Woodland Licence	Approval of new FNWL Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>	
First Nations Woodland Licence	Boundary amendment or replacement	Regional Executive Director/District Manager	3	21-30 days		
Forestry Licence to Cut	Issuance of FLTC or amendment to existing	District Manager or Timber Sales Manager	1, 3 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of proponent-led info sharing. Includes minor cutting, small scale salvage, rec sites and trails, etc.</i>	
Forestry Licence to Cut	Issuance of FLTC for community wildfire protection	Regional Executive Director	1 or 3	0-30 days	<i>Non-emergency licence to cut for wildfire prevention</i>	
Occupant Licence to Cut	Issuance or amendment of OLTC	District Manager	2	n/a	<i>Consultation often done in conjunction with a Land Act tenure. Generally involves minor tree removal to allow for new infrastructure installation, i.e. cell towers, non-emergency community wildfire protection, etc.</i>	
BC Timber Sales	New timber sales licence (TSL)	Timber Sales Manager	1 and 5	0-60 days	<i>BCTS-led process – level superseded by any BCTS/FN Protocol Agreement</i>	
Special Use Permit	Issuance of new SUP	District Manager	1 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of any licensee-led info-sharing</i>	
Special Use Permit	Amendment or replacement of existing SUP	District Manager	1 or 3	0-30 days	<i>Supplemental consultation level subject to outcome of any licensee-led info-sharing</i>	
Forestry Related Land Act Tenure	Issuance of new tenure over previously undisturbed site	Regional Executive Director or Designate/District Manager	1 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of any proponent-led info-sharing</i>	
Forestry Related Land Act Tenure	Amendment, extension, assignment, or replacement of tenures on previously impacted/developed site	Regional Executive Director or Designate/District Manager	1 or 3	0-30 days	<i>Supplemental consultation level subject to outcome of any proponent-led info-sharing. Some replacements may be 'batched' following a unique process.</i>	

Forestry or Recreation Related Land Act Tenure	Section 16 reserve or Section 17 designation	Regional Executive Director or Designate/District Manager	3	21-30 days	
Higher Level Plan	Land use objectives – new or major amendments	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Old Growth Management Area	Amendment to existing or establishment of new OGMA	District Manager	1 or 3	0-30 days	<i>OGMAs tend to protect existing old growth stands from harvest and alternatively serve to recruit old growth from younger stands. Supplemental consultation subject to outcome of any licensee-led info-sharing</i>
Government Actions Regulation	Establishment of GAR	Regional Executive Director or Designate/District Manager	3	21-30 days	<i>Generally GAR order serves to protect lands from development</i>
Recreation Sites & Trails	Establishment of a previously existing/non-established or new interpretive forest site, recreation site or trail under <i>FRPA</i> Section 56	Assistant Deputy Minister Sites and Trails BC	3 or 5	21-60 days	<i>Previously existing = Level 3 New = Level 5</i>
Recreation Sites & Trails	Dis-establish recreation sites and trails	Assistant Deputy Minister Sites and Trails BC	2	n/a	
Recreation Sites & Trails	Trail construction under <i>FRPA</i> Section 57	Regional Manager/District Recreation Officer Sites and Trails BC	3	21-30 days	
Recreation Sites & Trails	Protection of recreation resource under <i>FRPA</i> Section 58	Regional Manager Sites and Trails BC	3	21-30 days	
Recreation Sites & Trails	Expansion, alteration, improvement or rehabilitation of an existing forest interpretive site, recreation site or trail	Regional Manager Sites and Trails BC	3	21-30 days	
OPERATIONAL PLANS					
FL/TL/TFL/CFA/FN WL	Forest Stewardship Plan extension	District Manager	3	21-30 days	
FL/TL/TFL/CFA/FN WL	Forest Stewardship Plan approval, including major amendment	District Manager	5	30-60 days	
FL/TL/TFL/CFA/FN WL	Forest Stewardship Plan, minor amendment	District Manager	2	n/a	
WL/FNWL	New Licence Plan or major amendment or extension	District Manager	3 or 5	21-60 days	<i>Amendment/Extension = Level 3 New = Level 5</i>
Range Tenure	Range Use Plan or Stewardship Plan, including major amendments	District Manager	5	30-60 days	

Range Tenures	Range Use Plan or Stewardship Plan extensions	District Manager	3	21-30 days	
Range Tenures	Range Use Plan or Stewardship Plan minor amendments	District Manager	2	n/a	
OPERATIONAL DECISIONS					
FL/TL/TFL/CFA/WL/FN WL	Cutting Permit issuance	District Manager	1, 3, 4 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of licensee-led info-sharing</i>
FL/TL/TFL/CFA/WL/FN WL	Cutting Permit amendment	District Manager	2	n/a	<i>Generally these are minor amendments only – may be subject to licensee-led info-sharing</i>
Road Permit	Road Permit issuance/amendment	District Manager and Timber Sales Manager	1, 3, 4 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of licensee-led info-sharing</i>
Road Use Permit	New Road Use Permits on existing Forest Service Roads	District Manager	2	n/a	
Forest Investment 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	<i>Consultation/info sharing levels guided by Land Based Investment (LBI) Interim First Nations Info Sharing Guidelines 2010 developed under the LBI program and generally recipient-led</i>
Free Use Permit	Free use permit issuance for First Nation's traditional and cultural activities	District Manager	2	n/a	
Miscellaneous	Authority to harvest timber by Crown agents (Section 52 Forest Act)	District Manager	2	n/a	<i>May include FSR realignment, helipad clearing for BCTS, research branch destructive sampling, etc.</i>
Miscellaneous	Permit to grow and/or harvest Christmas Trees on Crown land	District Manager	2	n/a	<i>Often in association with compatible land use such as hydro power line ROW</i>

¹ For informational purposes only; the delegated decision maker level bound by legislation and delegation processes may vary over time.

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 North Island-Central Coast District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the applicable Forest District(s).
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis First Nation's Territory will be calculated by determining the percent of Kwikwasut'inuxw Haxwa'mis First Nation's Territory that falls within the Timber Harvesting Land Base within the applicable Forest District(s), 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 10 percent of non BC Timber Sales forest revenue attributed to the Kwikwasut'inuxw Haxwa'mis First Nation and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Kwikwasut'inuxw Haxwa'mis 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 Kwikwasut'inuxw Haxwa'mis 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

- 2.1 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 Kwikwasut'inuxw Haxwa'mis 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.

- 2.2 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 75 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.3 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 Kwikwasut'inuxw Haxwa'mis First Nation in any given full year under the *Kwicksutaineuk/Ah'Kwaw'Ah'Mish First Nation Forest Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

2022/23 BC Fiscal Year	40 percent;
2023/24 BC Fiscal Year	40 percent
2024/25 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 *Kwicksutaineuk/Ah'Kwaw'Ah'Mish First Nation Forest Agreement*, then Kwikwasut'inuxw Haxwa'mis 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 *Kwicksutaineuk/Ah'Kwaw'Ah'Mish First Nation Forest Agreement*, then Kwikwasut'inuxw Haxwa'mis First Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Kwicksutaineuk/Ah'Kwaw'Ah'Mish First Nation Forest Agreement*.

APPENDIX D

**Band Council Resolution Appointing the Recipient Entity for the
Kwikwasut'inuxw Haxwa'mis First Nation FCRSA**

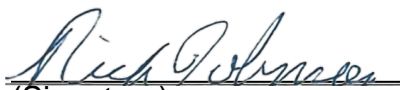
APPENDIX E
Annual Report
(Example only)

Socio-economic Priority	2022/2023 Planned Expenditures	2022/2023 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation

In accordance with section 8.1 of the Kwikwasut'inuxw Haxwa'mis First Nation Forest & Range Consultation and Revenue Sharing Agreement, Kwikwasut'inuxw Haxwa'mis 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 22 day of March 2023


 (Signature)

Chief Rick Johnson
 (Name) On behalf of Kwikwasut'inuxw Haxwa'mis First Nation