

# **Kitselas**

## **Tax Treatment Agreement**

**This is the Negotiators' Final Draft for Ratification Purposes. The Parties agree that although this draft of the Kitselas Tax Treatment Agreement is substantively complete, it remains subject to legal and technical review that may result in changes prior to signing.**

**KITSELAS TAX TREATMENT AGREEMENT**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Finance  
("Canada")

**AND:**

**HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA**, as represented by the Minister of Finance  
("British Columbia")

**AND:**

**KITSELAS**, as represented by the Kitselas Government  
("Kitselas").

(together, the "Parties")

**WHEREAS:**

1. Paragraph 21 of Chapter 24 Tax of the Kitselas Treaty provides that the Parties will enter into a tax treatment agreement; and
2. This Agreement is the tax treatment agreement referred to in recital 1 and is called the "Kitselas Tax Treatment Agreement".

**NOW THEREFORE**, the Parties agree as follows:

## 1 DEFINITIONS AND INTERPRETATION

1 (1) In this Agreement:

**“Agreement”** means this Kitselas Tax Treatment Agreement between the Parties, as amended from time to time;

**“Claimant”** means:

(a) in the definition of “Specified Activity” and section 4:

(i) Kitselas; or

(ii) a person, other than a financial institution, that is

(A) a trust, board, commission, tribunal or similar body, established by Kitselas;

(B) an Eligible Corporation; or

(C) a partnership each member of which is a person described in subparagraph (i) or clause (A) or (B); and

(b) in section 5, a person that would be referred to in paragraph (a) if subparagraph (a)(ii) were read without reference to the words “other than a financial institution”.

**“Cultural Property Export and Import Act”** means the *Cultural Property Export and Import Act*, R.S.C. 1985, c. C-51;

**“Delegation Agreement”** means an agreement between Kitselas and British Columbia and referred to in paragraph 9 of Chapter 3 Kitselas Lands of the Kitselas Treaty;

**“Eligible Corporation”** means:

(a) a corporation, all of the shares of which, except directors' qualifying shares, or the capital of which, are owned by Kitselas, a Kitselas Settlement Trust, or any combination of those persons; or

(b) a corporation, all of the shares of which, except directors' qualifying shares, or the capital of which, are owned by

(i) Kitselas or a Kitselas Settlement Trust;

(ii) a corporation that itself is an Eligible Corporation; or

(iii) any combination of the persons referred to in (i) and (ii);

**“Excise Tax Act”** means the *Excise Tax Act*, R.S.C. 1985, c. E-15;

**“Foreshore Area”** means the geographic area identified in and subject to a Delegation Agreement;

**“Income Tax Act”** means the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.);

**“Indian Act”** means the *Indian Act*, R.S.C. 1985, c. I-5;

**“Interpretation Act”** means the *Interpretation Act*, R.S.C. 1985, c. I-21;

**“Kitselas Settlement Trust”** at any time means a trust that has been designated before that time by the Minister of National Revenue pursuant to subsection 9(1) as a Kitselas Settlement Trust and that is at that time designated as a Kitselas Settlement Trust.

**“Kitselas Treaty”** means the Kitselas Treaty between Canada, British Columbia and Kitselas, as amended from time to time;

**“Mineral Land Tax Act”** means the *Mineral Land Tax Act*, RSBC 1996, c. 290;

**“Mineral Tax Act”** means the *Mineral Tax Act*, RSBC 1996, c. 291;

**“Motor Fuel Tax Act”** means the *Motor Fuel Tax Act*, RSBC 1996, c. 317;

**“Petroleum and Natural Gas Act”** means the *Petroleum and Natural Gas Act*, RSBC 1996, c. 361;

**“Property Transfer Tax Act”** means the *Property Transfer Tax Act*, RSBC 1996, c. 378;

**“Provincial Sales Tax Act”** means the *Provincial Sales Tax Act*, SBC 2012, c. 35;

**“Specified Activity”** of a Claimant means:

(a) a business or other activity that has the primary purpose of providing property or services to other Claimants, Kitselas Citizens, or individuals resident on Kitselas Lands or any combination of those persons; or

(b) any other business or activity that Canada and Kitselas agree is a Specified Activity; and

**“Specified ITA Lands”** means the land identified as Gitaus, Hai Lake and Catt Point, legally described in Appendix B-4, Part 1 and depicted in Appendix B-4, Part 5, Maps

1, 3 and 4.

- (2) The *Interpretation Act* applies to this Agreement as if it were an enactment, except that the definition of “government” in subsection 123(1) of the *Excise Tax Act* does not apply for the purposes of section 4.
- (3) Except as provided in subsection (1), the definitions in the Kitselas Treaty, other than the definitions “Director” and “Disagreement”, apply to this Agreement.
- (4) Headings and subheadings are for convenience only, do not form a part of this Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

## 2 GENERAL

- 2 (1) This Agreement does not form part of the Kitselas Treaty.
- (2) This Agreement is not a treaty or a land claims agreement and does not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- (3) This Agreement enures to the benefit of and is binding upon the Parties and their respective successors.
- (4) Nothing in this Agreement affects any entitlement of the Kitselas Citizens, Kitselas or a Kitselas Settlement Trust to any benefit available under any Federal or Provincial law.
- (5) No provision of this Agreement, or performance by a Party of an obligation under this Agreement, may be waived unless the waiver is in writing and signed by the Parties giving the waiver.
- (6) No written waiver of a provision 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, is deemed to be a waiver of any other provision or obligation, or of any subsequent default.
- (7) This Agreement may not be assigned, either in whole or in part, by any Party.
- (8) This Agreement may be executed in counterparts, each of which when taken together constitutes one and the same instrument.
- (9) This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and has the same force and effect as an original signature on paper and which includes electronically scanned and

transmitted versions of an original signature.

- (10) If any provision of this Agreement is declared or held to be void, voidable, invalid, illegal or unenforceable for whatever reason, the provision will be severed from the remainder of this Agreement but all other provisions of this Agreement will remain in full force and effect and will be construed as if this Agreement had been executed without the void, voidable, invalid, illegal or unenforceable portion.

### 3 INCOME TAX ACT STATUS OF KITSELAS

- 3 (1) For the purposes of paragraph 149(1)(c) of the *Income Tax Act*, Kitselas is deemed to be a public body performing a function of government in Canada.
- (2) For the purposes of paragraphs 149(1)(d) to 149(1)(d.6) and subsections 149(1.1) to 149(1.3) and 149(11) of the *Income Tax Act*, Kitselas is deemed to be a public body performing a function of government in Canada whose geographical boundaries are those of Kitselas Lands.
- (3) For the purposes of the definition of “qualified donee” in subsection 149.1(1) of the *Income Tax Act*, Kitselas is deemed to be a public body performing a function of government in Canada.
- (4) Kitselas will be treated as a public authority designated pursuant to subsection 32(2) of the *Cultural Property Export and Import Act*, and any non-profit organization established by Kitselas to receive, store and display cultural objects will be treated as an institution designated under that subsection of that Act, if Kitselas or the non-profit organization, as the case may be:
- (a) has
- (i) a facility that meets the environmental requirements of the Minister designated as the Minister for the purposes of the *Cultural Property Export and Import Act* in respect of long-term storage and display of cultural objects; or
- (ii) the use, by virtue of an agreement with a public authority or an institution, as the case may be, that is designated under subsection 32(2) of the *Cultural Property Export and Import Act*, of a facility that meets the environmental requirements of the Minister designated as the Minister for the purposes of the *Cultural Property Export and Import Act*, until such time as Kitselas or the non-profit organization has a facility that meets those requirements; and
- (b) uses either facility to store or display cultural objects, including any that are donated to it and that are included in “total cultural gifts” within the meaning of subsection 118.1(1) of the *Income Tax Act* for purposes of computing the

income tax liability of the donor.

#### 4 GST REFUND

- 4 (1) A Claimant who acquires or imports property or a service in respect of which it pays tax under subsection 165(1) or section 212 or 218 of the *Excise Tax Act* is entitled to a refund of that portion of the tax that is not recoverable as an input tax credit under Part IX of that Act and is not otherwise recovered under any law, if the property or service was:
- (a) not acquired or imported for consumption, use or supply in the course of a business or other activity, other than a Specified Activity, engaged in by the Claimant for profit or gain; and
  - (b) acquired or imported for consumption, use or supply in the course of performing a function of government under the Kitselas Treaty or other agreement between Canada and a province, together or separately, and Kitselas.
- (2) Despite paragraph 141.1(1)(b), subsection 200(3), section 1 of Part V.1 of Schedule V and sections 2 and 25 of Part VI of that Schedule, of the *Excise Tax Act*, and despite subsection 2(4) of this Agreement, if a Claimant makes a supply by way of sale of property that is capital property of the Claimant and in respect of which the Claimant is entitled to receive a refund under subsection 4(1), the supply is deemed, for the purposes of Part IX of that Act, to be made in the course of a commercial activity of the Claimant.
- (3) A refund of tax under subsection 4(1) will not be paid unless an application for the refund is filed with the Minister of National Revenue within four (4) years after the tax was paid.
- (4) The provisions of Part IX of the *Excise Tax Act* apply, with such modifications as the circumstances require, in respect of claims under subsection 4(1) and in respect of amounts paid or payable as a refund under that subsection, as though the refund provided for under that subsection were a rebate provided for under Division VI of Part IX of the *Excise Tax Act*.

#### 5 PROVINCIAL SALES TAX AND MOTOR FUEL TAX

- 5 (1) Subject to subsections 5(2) to 5(5), a Claimant is entitled to a refund of:
- (a) tax, other than tax on the purchase of liquor, paid by the Claimant under the *Provincial Sales Tax Act*; or
  - (b) tax paid by the Claimant under the *Motor Fuel Tax Act*

in respect of property, service or fuel:

(c) acquired or leased at any place; or

(d) consumed or used at any place.

(2) A Claimant is entitled to a refund under subsection 5(1), to the extent that the tax is not otherwise recoverable by the Claimant under any law, if:

(a) the property, service or fuel was not acquired or leased for consumption or use in the course of a business or other activity for profit or gain; and

(b) substantially all of the property, service or fuel is consumed or used in respect of performing a function of government under the Kitselas Treaty or other agreement between Canada and British Columbia, together or separately, and Kitselas.

(3) A Claimant must pay a tax at the time of a change of use as required by the *Provincial Sales Tax Act* if:

(a) the Claimant has received a refund under subsection 5(1); and

(b) the use of the property or services in respect of which the refund was made changes to a use for which the Claimant would not be entitled to a refund under subsection 5(1).

(4) The *Provincial Sales Tax Act*, the *Motor Fuel Tax Act* and any other relevant law of British Columbia apply to subsections 5(1) to 5(3) to the extent that they are not inconsistent with those subsections.

(5) For all purposes, a refund made under subsection 5(1) is deemed to be made under the *Provincial Sales Tax Act*, or the *Motor Fuel Tax Act*, as the case may be.

## 6 PROPERTY TRANSFER TAX

6 (1) Kitselas and Kitselas Public Institutions are not subject to tax under the *Property Transfer Tax Act* in respect of Kitselas Lands.

(2) A Kitselas Citizen is not subject to tax under the *Property Transfer Tax Act* in respect of the registration of the Kitselas Citizen's interest in Kitselas Lands:

(a) during the period beginning on the Effective Date and ending on the first day of the month following the eighth anniversary of the Effective Date; or

(b) if it is the first registration after the Effective Date of an interest in those particular Kitselas Lands by a person other than Kitselas or a Kitselas Public Institution.

(3) For certainty, nothing in subsection 6(2) limits the application of section 87 of the *Indian Act* in accordance with Chapter 24 Tax of the Kitselas Treaty.

## 7 REAL PROPERTY TAX

7 (1) No estate or interest of Kitselas or an Eligible Corporation in Kitselas Coastal Site Lands is subject to real property taxation under British Columbia legislation, except for an estate or interest in a parcel of such lands when the parcel is used for a purpose other than:

(a) government activities; or

(b) not for profit activities.

(2) Kitselas Lands held or occupied by a person for the purpose of harvesting timber on those lands under a licence or permit issued by, or an agreement entered into with, Kitselas are exempt from real property taxes except real property taxes imposed by the Kitselas Government.

(3) Kitselas Lands and improvements that are

(a) owned by Kitselas or a Kitselas Public Institution or an Eligible Corporation; and

(b) rented by Kitselas or a Kitselas Public Institution or an Eligible Corporation as social housing to persons who, applying the test established for this purpose by the Canada Mortgage and Housing Corporation or a comparable objective test, are determined to be in core housing need

are exempt from real property tax, other than real property taxes imposed by the Kitselas Government.

(4) If an improvement is not a designated improvement within the meaning of paragraph 8 of Chapter 24 Tax of the Kitselas Treaty and Kitselas uses a portion of the improvement for a public purpose or a purpose ancillary or incidental to a public purpose, paragraph 7 of Chapter 24 Tax of the Kitselas Treaty applies in respect of the portion, as if that portion were a designated improvement.

(5) For the purposes of paragraph 8 of Chapter 24 Tax of the Kitselas Treaty, an improvement owned by Kitselas and not in use is deemed to be a designated improvement.

- (6) Lands and improvements within a Foreshore Area that are owned or held by Kitselas or a Kitselas Public Institution are exempt from real property tax under British Columbia legislation.

## 8 RESOURCE TAXES

- 8 (1) Subject to subsection 8(2), no person is subject to tax under:

- (a) the *Mineral Tax Act*; and
- (b) the *Petroleum and Natural Gas Act*;

in respect of, and only to the extent of, the fee simple interest of Kitselas or an Eligible Corporation in a mineral resource on or under Kitselas Lands, or in respect of minerals, petroleum and natural gas extracted from Kitselas Lands.

- (2) Subsection 8(1) applies to a person only to the extent that:

- (a) the mine or quarry in respect of which the tax is imposed under the *Mineral Tax Act* is on or under Kitselas Lands; or
- (b) the petroleum or natural gas in respect of which a tax is imposed under the *Petroleum and Natural Gas Act* is produced and disposed of from Kitselas Lands.

- (3) Neither Kitselas nor an Eligible Corporation is subject to tax under the *Mineral Land Tax Act* on Kitselas Lands.

- (4) Paragraph 1(a) does not apply to Subsurface Tenures.

- (5) British Columbia will pay to Kitselas the amount equal to the tax that the British Columbia collects, after the Effective Date, under the *Mineral Tax Act* in respect of Subsurface Tenures on Kitselas Lands.

- (6) Before March 31 in each year, British Columbia will pay to Kitselas

- (a) the amount referred to in subsection 8(5) in respect of the previous year, less
- (b) any amount equal to the tax in respect of Subsurface Tenures that British Columbia was required to refund to the taxpayer in that previous year.

## 9 KITSELAS SETTLEMENT TRUST

- 9 (1) On written application, the Minister of National Revenue shall designate, as a

Kitselas Settlement Trust, any trust whose terms provide the following:

- (a) the trust is resident in Canada;
- (b) the beneficiaries of the trust are limited to:
  - (i) Kitselas;
  - (ii) another Kitselas Settlement Trust;
  - (iii) one or more Kitselas Citizens;
  - (iv) any registered charity or non-profit organization, within the meaning of the *Income Tax Act*, that in the reasonable opinion of the trustees directly or indirectly benefits one or more Kitselas Citizens; and
  - (v) any combination of the entities and persons referred to in subparagraphs (i) to (iv);
- (c) investment of the trust's funds is restricted to
  - (i) investment instruments that are described as qualified investments for a trust governed by a registered retirement savings plan within the meaning of section 146 of the *Income Tax Act* or in any other investments that may be agreed upon from time to time among Kitselas, Canada, as represented by the Minister of Finance, and British Columbia;
  - (ii) interests as a member of a partnership where:
    - (A) by operation of any law governing the arrangement in respect of the partnership, the liability of the trust is limited;
    - (B) the trust deals at arm's length with each general partner of the partnership; and
    - (C) the trust, or the trust together with persons and partnerships with which it does not deal at arm's length, holds interests in the partnership that:
      - I. have a fair market value of not more than 20% of the fair market value of the interests of all members in the partnership; or
      - II. have a fair market value of more than 20% of the fair market value of the interests of all members in the partnership as a result of a redemption of interests in the partnership, provided

that the excess over 20% is disposed of by the end of the second (2<sup>nd</sup>) calendar year following the calendar year in which the excess arose or other later time that the Minister may consider reasonable;

- (iii) loans to Kitselas Citizens, Kitselas, Kitselas Public Institutions, or an Eligible Corporation, at a rate of interest equal to the rate prescribed under paragraph 4301(c) of the *Income Tax Regulations* in effect at the time the loan was made or last renewed;
  - (iv) investments in shares of an Eligible Corporation where the average annual rate of dividends on the shares over any five (5) year period cannot exceed the rate prescribed under paragraph 4301(c) of the *Income Tax Regulations* at the beginning of the five (5) year period, and on condition that the amount receivable on redemption of the shares or on liquidation of the Eligible Corporation is limited to the amount of the consideration for which the shares were originally issued;
  - (v) loans, that are interest free or at a rate of interest less than that referred to in subparagraph (ii), to Kitselas Citizens, or partnerships or trusts in which no persons other than Kitselas Citizens hold the interests as partners or beneficiaries where, at the time the loan was made, arrangements were made for repayment of the loan and where the purpose of the loan is to assist the borrower, or where the borrower is a partnership or a trust, to assist a partner or a beneficiary, to
    - (A) acquire, construct or renovate a residential property in British Columbia for their own habitation;
    - (B) attend courses to further their education, technical or vocational skills, or attend courses in native studies, culture or language programs;
    - (C) acquire funding for purposes of carrying on a business within Kitselas Lands where the borrower is unable to borrow from ordinary commercial lenders at normal commercial rates; or
    - (D) participate in Kitselas Fishing Rights; and
  - (vi) an investment described in paragraph (h);
- (d) the trust is not permitted to:
- (i) carry on a business, except that for this purpose, if a trust holds an interest described in (c)(ii), the trust shall not, solely because of its acquisition and holding of that interest, be considered to carry on any business or other activity of the partnership; or

- (ii) acquire any beneficial interest in a trust engaged in a business where one (1) or more of Kitselas, Kitselas Settlement Trusts or Kitselas Citizens, either alone or in combination, hold more than ten (10) percent of all of the beneficial interests in the trust;
  - (e) the trust is not permitted to borrow money except as required to finance the acquisition of its investments or to carry out its operations;
  - (f) contributions to the trust are limited to:
    - (i) contributions by Kitselas of amounts which reasonably can be considered to be:
      - (A) Capital Transfer payments acknowledged or received by Kitselas under Chapter 22 Capital Transfer of the Kitselas Treaty; or
      - (B) resource revenue sharing payments received by Kitselas under Resource Revenue Sharing Agreements provided for in Chapter 23 Resource Revenue Sharing of the Kitselas Treaty; or
    - (ii) amounts received from another Kitselas Settlement Trust where substantially all of the funds of that contributing trust reasonably can be considered to have been derived from a contribution to a Kitselas Settlement Trust by Kitselas of amounts described in (A) or (B) and income and gains derived therefrom;
  - (g) the trust is not permitted to make any distributions other than to one (1) or more beneficiaries under the trust or to another Kitselas Settlement Trust; and
  - (h) the trust may not acquire an investment or property not described in paragraph 9(1)(c) except by way of realization of a security interest in the course of carrying on a permitted activity, in which case that investment or property shall be disposed of within a reasonable period, not to exceed two (2) years, of its acquisition.
- (2) Any refusal by the Minister of National Revenue to designate a trust as a Kitselas Settlement Trust under subsection 9(1) is subject to the same right of appeal as applies to a refusal to register an applicant for registration as a registered charity under the *Income Tax Act*, with such modifications as the circumstances require.
- (3) A Kitselas Settlement Trust, a beneficial interest in a Kitselas Settlement Trust, and any amount contributed to a Kitselas Settlement Trust or distributed as income or capital by a Kitselas Settlement Trust to a beneficiary is not taxable except that:
- (a) any amount of income or capital distributed in a particular year to a beneficiary who is a Kitselas Citizen shall be deemed for purposes of subsection 104(13) of

- the *Income Tax Act* to be income of the trust that was payable to the beneficiary in the particular year;
- (b) a Kitselas Settlement Trust shall be subject to tax under Part I of the *Income Tax Act* and for that purpose its taxable income for a taxation year will be calculated as the total of:
- (i) the amount of taxable income that would be determined under the *Income Tax Act* for the taxation year in respect of its properties, or its dispositions of properties, that were not investments referred to in paragraph 9(1)(c) and that were not acquired in the course of carrying on a permitted activity of the Kitselas Settlement Trust; and
  - (ii) any amount contributed to the Kitselas Settlement Trust that is not permitted under the terms of the Kitselas Settlement Trust; and
- (c) goods and services tax or similar taxes may be imposed on goods or services consumed by the Kitselas Settlement Trust or the trustee.
- (4) Where the Minister of National Revenue is of the opinion that a Kitselas Settlement Trust has failed to comply with the terms referred to in paragraphs 9(1)(a) to (h):
- (a) the Minister may notify the Kitselas Settlement Trust of the default and request a remedy to address the default;
  - (b) if within 100 days after the registered mailing of the notice referred to in paragraph 9(4)(a) the Kitselas Settlement Trust does not address the default to the satisfaction of the Minister, then the Minister may, by registered mail, give notice that the Minister proposes to revoke the designation of the Kitselas Settlement Trust as a Kitselas Settlement Trust; and
  - (c) the Minister may, after the later of:
    - (i) 30 days from the date of mailing of the notice; and
    - (ii) the expiration of such extended period as may apply pursuant to subsection 9(5),revoke the designation of the Kitselas Settlement Trust as a Kitselas Settlement Trust.
- (5) Any notice or revocation under subsection 9(4) is subject to the same rights of appeal and is subject to the same procedural rules, including applications for extended time periods, as may be available under Canadian law in respect of a revocation of, or a notice of a proposal to revoke, the registration of a charity that is

registered under the *Income Tax Act*, with such modifications as the circumstances require.

- (6) If the Minister of National Revenue revokes the designation of a Kitselas Settlement Trust:
- (a) the taxation year of the trust that would otherwise have included the time of revocation shall be deemed to end immediately before the time of the revocation,
  - (b) the Kitselas Settlement Trust shall be deemed to have disposed of each of its assets immediately before that time for proceeds equal to its fair market value, and to have re-acquired the asset at the time of revocation at a cost equal to its fair market value at that time, and
  - (c) for the purposes of calculating the taxable income of the Kitselas Settlement Trust under paragraph 9(3)(b), the amount by which the fair market value of the asset exceeds (or is less than) the cost amount of the asset shall be deemed to be a capital gain (or capital loss) from the disposition of property that was not an investment referred to in paragraph 9(1)(c) and that was not acquired in the course of carrying on a permitted activity of the Kitselas Settlement Trust.
- (7) For the purposes of subsection 9(4), the distribution by a Kitselas Settlement Trust of any amount to a beneficiary of the Kitselas Settlement Trust in respect of the beneficiary's interest in the trust shall not be considered to be cause for the revocation of the designation of the Kitselas Settlement Trust.
- (8) The rule against perpetuities does not apply to a Kitselas Settlement Trust.

## 10 KITSELAS CAPITAL

- 10 (1) Any transfer of Kitselas Capital, other than cash, between Kitselas and any Eligible Corporation or Kitselas Public Institution, or registration of an interest in such property, is not taxable.
- (2) If, on the Effective Date, a corporation becomes exempt from tax under Part I of the *Income Tax Act* pursuant to paragraph 149(1)(d.5) or (d.6) of that act because of the jurisdictions and geographical boundaries set out in the Kitselas Treaty, paragraph 149(10)(b) of that act does not apply in respect of Specified ITA Lands in connection with the corporation becoming exempt from tax under Part I on the Effective Date.

## **11 DISPUTE RESOLUTION**

- 11 (1) The Parties desire and expect that most disagreements will be resolved by informal discussion, between or among the Parties, without the necessity of invoking a dispute resolution mechanism.
- (2) Except for a dispute under sections 3 to 10, in the event of a dispute between or among the Parties arising under this Agreement, the Parties involved in the dispute will use the mediation process referred to in Stage Two of Chapter 29 Dispute Resolution of the Kitselas Treaty before pursuing any other legal remedy.

## **12 TERM OF THIS AGREEMENT**

- 12 (1) This Agreement comes into effect on the Effective Date and, unless the Parties agree otherwise, terminates at the end of March 31<sup>st</sup> of the second (2<sup>nd</sup>) calendar year following the calendar year in which a Party notifies the other Parties that it wants this Agreement to terminate.
- (2) A Party may not, before the end of the calendar year in which the 15th anniversary of the Effective Date occurs, give notice that it wants this Agreement to terminate.
- (3) At least one (1) year before this Agreement is expected to terminate, the Parties will use best efforts to negotiate a new tax treatment agreement.

## **13 AMENDMENT AND REVIEW**

- 13 (1) Any amendment to this Agreement must be in writing and executed by all Parties.
- (2) Any Party may at any time request the other Parties to review this Agreement and to consider amendments to this Agreement and the other Parties will not unreasonably withhold consent to the review.
- (3) For greater certainty, nothing in subsection 13(2) requires any Party to agree to amend this Agreement.

## **14 NOTICES**

- 14 (1) Unless otherwise provided, 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 one or more of the following ways:
- (a) delivered personally or by courier;

(b) transmitted by email; or

(c) mailed by prepaid registered post in Canada.

(2) A Communication is considered to have been given or made, and received if:

(a) delivered personally or by courier, at the start of business on the next business day after it was received by the addressee or a responsible representative of the addressee;

(b) sent by email and if the sender receives confirmation of the transmission, at the start of business on the next business day after it was transmitted; or

(c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

(3) A Communication must be made to the intended recipient set out below:

**For: Canada**

Attention: Minister of Finance  
House of Commons  
Confederation Building  
Ottawa, Ontario K1A 0A6

Email address: [first name.last name@parl.gc.ca]

**For: British Columbia**

Attention: Minister of Finance  
Parliament Buildings  
Victoria, British Columbia V8V 1X4

Email address: fin.minister@gov.bc.ca

**For: Kitselas and any Kitselas Settlement Trust:**

Attention: Chief  
2225 Gitaus Road  
Terrace, British Columbia V8G 0A9

Email address:

A Party may change its postal or email address by giving a notice of the change to the other Parties in the manner set out above in 14(1).

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

**HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Finance**

\_\_\_\_\_  
As to the signature of the Minister of Finance

\_\_\_\_\_  
Minister of Finance

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

**HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Finance**

\_\_\_\_\_  
As to the signature of the Minister of Finance

\_\_\_\_\_  
Minister of Finance

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

**KITSELAS, as represented by the Chief of Kitselas**

\_\_\_\_\_  
As to the signature of the Chief

\_\_\_\_\_  
Chief