

**Toquaht Nation  
Forest & Range  
Revenue Sharing Agreement (the “Agreement” or “FRSA”)**

**Between:**  
**Toquaht Nation,**  
as represented by  
Toquaht Nation Government  
(Toquaht 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. The Maa-nulth Nations, British Columbia and Canada entered into the Maa-nulth First Nations Final Agreement within the meaning of Section 35 of the *Constitution Act*;
- B. The Maa-nulth First Nations Final Agreement, which came into effect on April 1, 2011, recognizes and affirms Maa-nulth First Nation Harvesting Rights. 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 Parties have entered into this Agreement to align with the Maa-nulth Reasonable Opportunity Agreement which has established an engagement process to contribute to stability and greater certainty for forest and range resource development within the Maa-nulth Harvest Areas and enhance the well-being of Maa-nulth First Nations Citizens of the Toquaht Nation.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 – INTERPRETATION

**1.1 Final Agreement.** 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 Other Definitions.

“**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;

“**Area of Toquaht Nation**” as set out Appendix A in the Maa-nulth First Nations Final Agreement and outlined on the map in Appendix B of this Agreement which is the Maa-nulth First Nation Area in respect of Toquaht Nation;

“**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 Toquaht 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*;

“**Toquaht Government Certified Resolution**” means a resolution of Toquaht Nation having the form of Appendix E;

“**Licensee**” means a holder of a forest tenure or a range tenure;

**"Maa-nulth Harvest Area"** means the applicable Domestic Fishing Area, Wildlife Harvest Area or Migratory Bird Harvest Area and "Maa-nulth Harvest Areas" means every Maa-nulth Harvest Area;

**"Maa-nulth First Nation Harvesting Rights"** means the Maa-nulth First Nation Fishing Right, the Maa-nulth First Nation Right to Harvest Wildlife, and the Maa-nulth First Nation Right to Harvest Migratory Birds, as set out in the Maa-nulth First Nations Final Agreement.

**"Maa-nulth First Nations"** means the Huu-ay-aht First Nation, Ka:'yu:'k't'h'łChe:k'tles7et'h' First Nations, Toquaht Nation, Uchucklesaht Tribe and Yuułu?iłʔath First Nation;

**"Maa-nulth Reasonable Opportunity Agreement"** means the agreement entered into by the Maa-nulth First Nations and British Columbia, dated for reference the 22<sup>nd</sup> day of May, 2014, and any amending agreements, that establish a process to evaluate the impact of authorized uses and dispositions of provincial Crown land on each Maa-nulth First Nation's rights to harvest as set out in the Maa-nulth First Nations Final Agreement.

**"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);

**"Revenue Sharing Contribution"** means each payment to be made by British Columbia to Toquaht Nation under Article 3;

**"Toquaht Nation Harvesting Rights"** means the Toquaht Nation's rights to harvest under the Maa-nulth First Nation Harvesting Rights in the Maa-nulth First Nations Final Agreement which are recognized and affirmed under section 35(1) of the *Constitution Act*, 1982;

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

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

**1.3 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.

**1.4 Appendices.** The following Appendices and Schedule are attached to and form part of this Agreement:

Appendix A - Map of Maa-nulth Harvest Area;

Appendix B - Map of Toquaht Nation Area;

Appendix C - Engagement Process;

Appendix D - Revenue Sharing Contribution Methodology;

Appendix E - Toquaht Government Certified Resolution Appointing Delegate; and

Appendix F - Annual Report.

## **ARTICLE 2 - PURPOSE AND OBJECTIVES**

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

- (a) recognise the Maa-nulth Reasonable Opportunity Agreement as the mechanism by which the Parties will meet their respective engagement obligations in relation to potential adverse impacts of proposed forest and range resource development activities on Toquaht Nation Harvesting Rights within the Maa-nulth Harvest Areas;
- (b) provide a Revenue Sharing Contribution to support the Toquaht Nation's capacity to participate in the engagement process under the Maa-nulth Reasonable Opportunity Agreement, and to enhance the social, economic and cultural well-being of Maa-nulth First Nation Citizens of the Toquaht Nation; and

- (c) assist the Parties in achieving stability and greater certainty for forest and range resource development on Crown lands within the Maa-nulth Harvest Areas.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

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

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix D, to Toquaht 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:  
\$152,183;

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 the start of the month in which the Agreement is signed by Toquaht Nation to:

- (a) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
- (b) 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(a) or section 3.3(b) as a result of termination or expiry of the Agreement that takes effect:

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

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

- 3.5 Subsequent BC Fiscal Year amounts.** Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to Toquaht 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 D.
- 3.6 Amount agreed to.** Toquaht 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.
- 3.7 Changes to provincial revenue sharing calculation formulas and FRSA Template.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, or introduces changes to the FRSA template, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement at the effective date of any such changes and Toquaht Nation will be notified of any template language changes and given the option to update the Agreement to incorporate those changes.

## **ARTICLE 4 - DELIVERY OF PAYMENTS**

- 4.1 Recipient entity.** Unless Toquaht Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Toquaht Nation.
- 4.2 Election of Designate.** Toquaht 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 Toquaht Nation and such appointment is confirmed by a Toquaht Government Certified Resolution of Toquaht Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Toquaht Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Toquaht Nation or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Toquaht 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
- (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

**4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Toquaht 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) Toquaht 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 11.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Toquaht 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 - ENGAGEMENT**

**6.1 Engagement Obligations.** British Columbia will address potential adverse impacts of proposed forest and range resource development activities and

decision making on the Maa-nulth First Nation's reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife, and Migratory Birds in the Maa-nulth Harvest Areas, in accordance with the engagement process set out in the Maa-nulth Reasonable Opportunity Agreement.

- 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 Capacity funding.** The Parties acknowledge and agree that to assist Toquaht Nation to engage under this Agreement and under the Maa-nulth Reasonable Opportunity Agreement, British Columbia will provide to Toquaht Nation, under section 1.4 of Appendix D, capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS and COVENANTS**

- 7.1 Revenue Sharing Contributions will vary.** Toquaht 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.** Toquaht 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 proposed forest and range resource development activities and decision making on Toquaht Nation Harvesting Rights within the Maa-nulth Harvest Areas.
- 7.3 Where engagement process followed.** Toquaht Nation agrees that if the engagement process set out in the Maa-nulth Reasonable Opportunity Agreement is followed, British Columbia has engaged the Toquaht Nation with respect to potential adverse impacts of proposed forest and range resource development activities and decision making on Toquaht Nation Harvesting Rights within the Maa-nulth Harvest Areas.

## **ARTICLE 8 - ANNUAL REPORTS and RECORDS**

- 8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Toquaht Nation will prepare an annual report, substantially in the form set out in Appendix F, 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.** Toquaht Nation will publish the annual report referred to in section 8.1 Toquaht Nation in a manner that can reasonably be expected to bring the information to the attention of Toquaht Nation's communities and the public 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 Toquaht Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 – ASSISTANCE**

- 9.1 Cooperation and Support.** Toquaht 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 Maa-nulth First Nations Citizen of the Toquaht Nation that is inconsistent with this Agreement.

## **ARTICLE 10 - DISPUTE RESOLUTION**

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

## ARTICLE 11 - SUSPENSION and TERMINATION

- 11.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Toquaht Nation is in material breach of its obligations under this Agreement.
- 11.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to Toquaht 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.
- 11.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 11.2, British Columbia may terminate the Agreement by written notice.
- 11.4 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.
- 11.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

## ARTICLE 12 – TERM

- 12.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless the term is extended under section 12.2, or the Agreement is terminated under Article 11, or at the effective date of a new forestry revenue sharing process that replaces the FRSA program.
- 12.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.
- 12.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.
- 12.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

## **ARTICLE 13 – REPRESENTATIONS and WARRANTIES**

**13.1** Toquaht 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) Toquaht Nation has the legal power, capacity and authority to enter into this Agreement on behalf of its Maa-nulth First Nation Citizens;
- (b) Toquaht Nation has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of its Maa-nulth First Nation Citizens; and
- (c) this Agreement is a valid and binding obligation upon Toquaht Nation.

## **ARTICLE 14 - NOTICE and DELIVERY**

**14.1 Delivery of Notices.** Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile, when received by the Party at the following address:

if to British Columbia:

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

and if to the Toquaht Nation:

Director of Operations  
Toquaht Nation  
P.O. Box 759  
1971 Peninsula Road  
Ucluelet, BC  
V0R 3A0

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

## ARTICLE 15 - GENERAL PROVISIONS

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

**15.2 Not a Treaty.** This Agreement does not:

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) except as contemplated herein, affirm, recognize, abrogate or derogate from any of Toquaht Nation's Harvesting Rights.

**15.3 No Admissions.** Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Toquaht Nation Harvesting Rights;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
- (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

**15.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.

**15.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.

**15.6 Assignment.** Toquaht Nation must not assign, either directly or indirectly, this Agreement or any right of Toquaht Nation under this Agreement without the prior written consent of British Columbia.

- 15.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 15.8 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Toquaht Nation.
- 15.9 Other Economic Opportunities and Benefits.** This Agreement does not preclude Toquaht Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 15.10 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 15.11 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 15.12 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 15.13 Execution in Counterpart.** This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.
- 15.14 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:

**Toquaht Nation**



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ḥawit (First Chief) Anne Mack

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March 23, 2023

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**Date**

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*Angela Parini*

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Witness of Toquaht Nation signature

Signed on behalf of:

**Government of British Columbia**

*Murray Rankin*

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Minister of Indigenous Relations and  
Reconciliation

April 11, 2023

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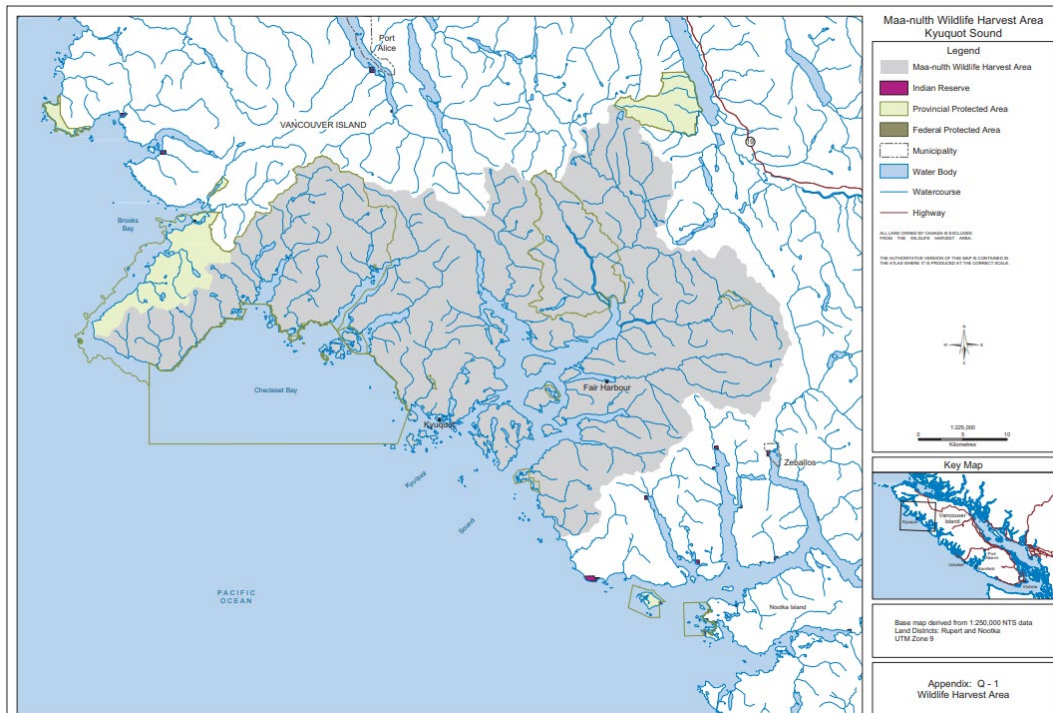
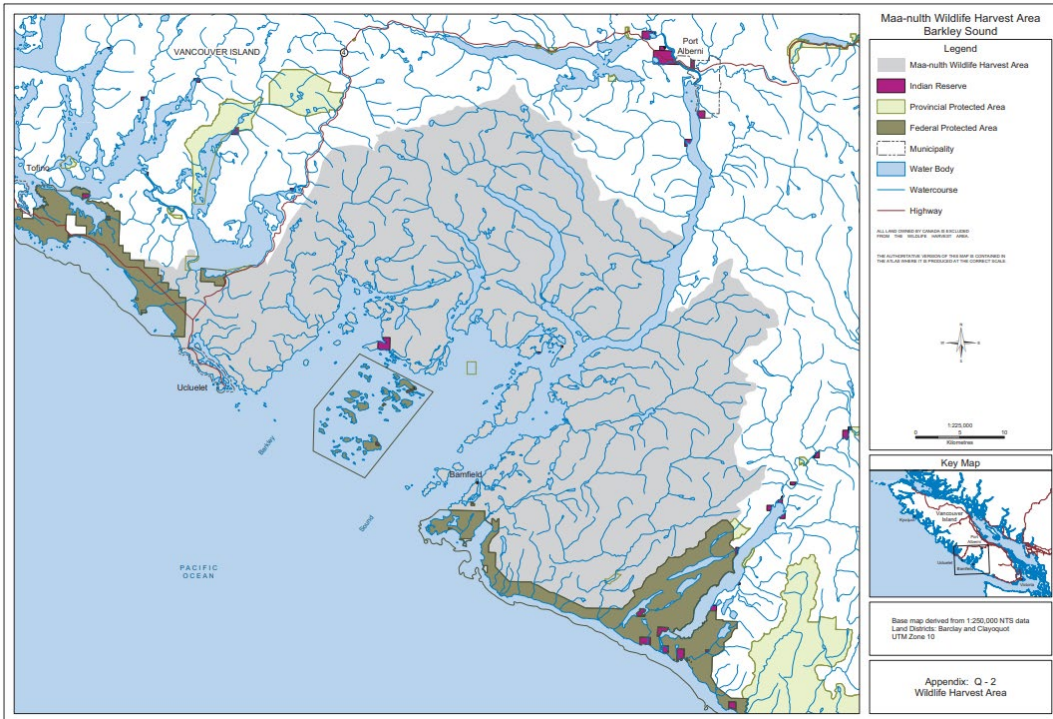
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Witness of Minister signature

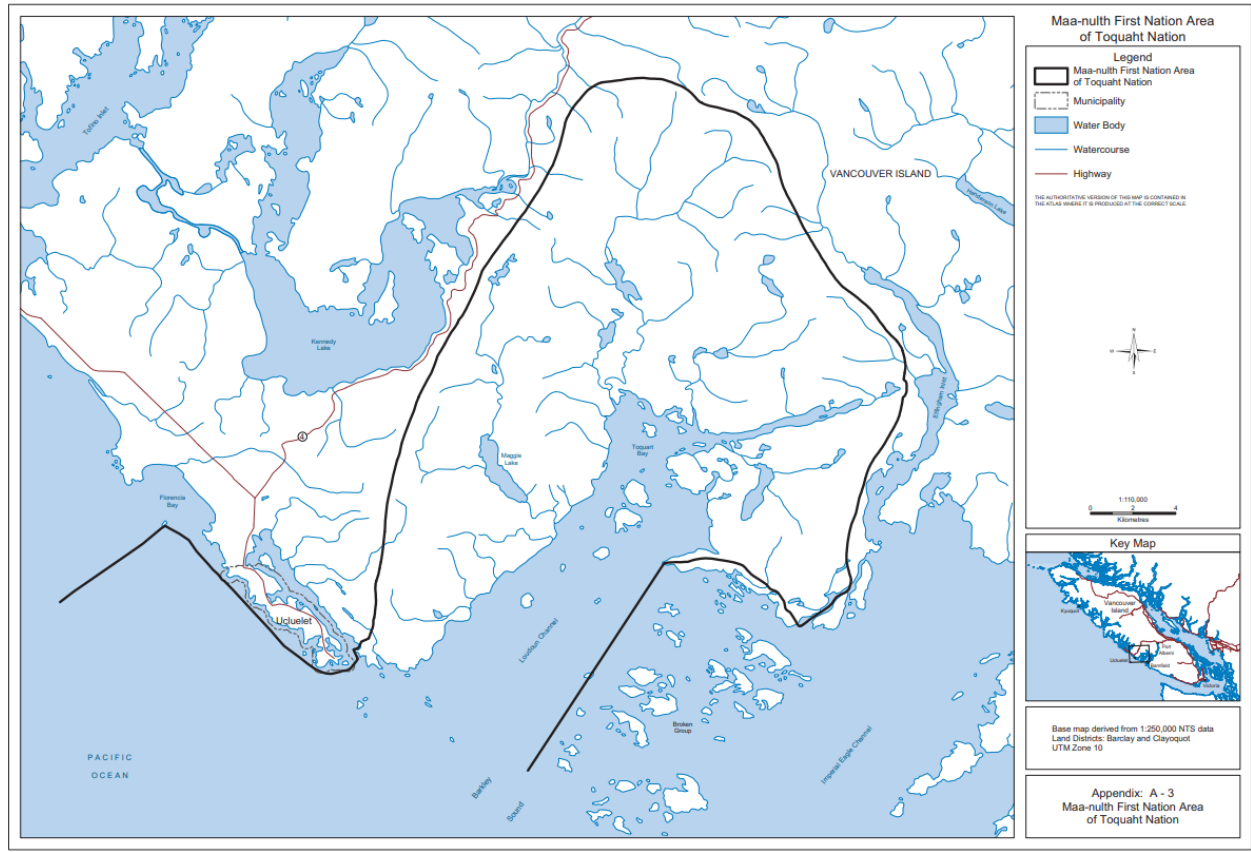
# APPENDIX A

## Maps of Maa-nulth Wildlife Harvest Area



# APPENDIX B

## Area of Toquaht Nation





**APPENDIX C**  
**The Engagement Process:**

The engagement process for Administrative and/or Operational Decisions will be the process set out in the Maa-nulth Reasonable Opportunity Agreement.

## **APPENDIX D**

### **Revenue Sharing Contribution Methodology**

#### **Area of Toquaht Forest Revenue Sharing Component**

- 1.1 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 South Island Forest 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 South Island Forest District.
- 1.2 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Toquaht Nation's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.3 The amount of the forest revenue attributed to the Area of Toquaht Nation's will be calculated by determining the percent of the Area of Toquaht Nation that falls within the Timber Harvesting Land Base in the South Island Forest District, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.4 The Area of Toquaht Forest Revenue Sharing Component will be calculated by multiplying 10 percent of non BC Timber Sales forest revenue attributed to the Toquaht Nation and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.5 If Toquaht Nation is not receiving capacity funding for forestry engagement 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 Toquaht Nation as capacity funding to participate in the engagement process in accordance with section 6.0 of this Agreement.
- 1.6 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 Toquaht 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 Area of Toquaht 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 Toquaht Nation in any given full year under the 2006 *Toquaht Nations Treaty Interim Measures Agreement (TIMA)* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
- 3.2.1 2022/23 BC Fiscal Year 40 percent;
  - 3.2.2 2023/24 BC Fiscal Year 40 percent
  - 3.2.3 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 *Toquaht Nations TIMA*, then Toquaht 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 *Toquaht Nations TIMA*, then Toquaht Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Toquaht Nations TIMA*.

## **APPENDIX E**

### **Toquaht Government Certified Resolution Appointing the Recipient Entity for the Toquaht Nation FRSA**

**APPENDIX F**  
**Annual Report**

Toquaht Nation (*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 Toquaht Nation Forest & Range Engagement and Revenue Sharing Agreement, Toquaht Nation confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

Signed this day of\_\_:

(Signature)

(Name) On behalf of Toquaht Nation