

**Ts'elxwéyeqw Tribe  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the "Agreement")**

**Between:  
The Ts'elxwéyeqw Tribe**

As Represented by  
Chief and Council Representative  
(the Ts'elxwéyeqw Tribe)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Aboriginal Relations and Reconciliation  
("British Columbia")

(Collectively the "Parties")

**WHEREAS:**

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Ts'elxwéyeqw Tribe have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist the Ts'elxwéyeqw Tribe in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that Ts'elxwéyeqw Tribe has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Ts'elxwéyeqw Tribe community's well-being.

- E. The Ts'elxwéyeqw Tribe has Aboriginal Interests within its Traditional Territory.
- F. British Columbia intends to consult with the Ts'elxwéyeqw Tribe and to accommodate its Aboriginal Interests as appropriate (including accommodation by way of the payments provided through this Agreement), with respect to impacts on the Ts'elxwéyeqw Tribe's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Ts'elxwéyeqw Tribe Traditional Territory.
- G. The Ts'elxwéyeqw Tribe intends to fully participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Ts'elxwéyeqw Tribe's Traditional Territory that may impact the Ts'elxwéyeqw Tribe's Aboriginal Interests.
- H. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown lands within the Traditional Territory of the Ts'elxwéyeqw Tribe which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Ts'elxwéyeqw Tribe are addressed through other agreements or processes.
- I. British Columbia recognizes that Ts'elxwéyeqw Tribe has a business vision and strategy, including establishing a sustainable, vibrant and integrated forestry business and operations in and around the Traditional Territory and that the Ts'elxwéyeqw Tribe is pursuing its business vision.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 Definitions**

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

- 1.1 "**Aboriginal Interests**" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2 "**Administrative Decision**" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation as identified in the First Annual List and/or Annual List as defined in Appendix B and includes decisions of the following type:
  - 1.2.1 setting or varying an Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
  - 1.2.2 issuing, subdividing, or amending a Forest Tenure;
  - 1.2.3 replacing a Forest Tenure;
  - 1.2.4 disposing of timber volumes arising from undercut decisions on a Forest Tenure;



- 1.2.5 apportioning and reallocating AAC decisions;
  - 1.2.6 converting Timber Sale Licence and Timber Licences to other forms of tenure and extending terms of Timber Licences;
  - 1.2.7 reallocating harvesting rights a result of the implementation of the Forestry Revitalization Act.
- 1.3 **"Annual List"** means a proposed annual list of Operational Decisions and Administrative Decisions and Operational Plans in a BC Fiscal Year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Ts'elxwéyeqw Tribe by British Columbia before March 31st of each year after the First Fiscal Year of the Term;
  - 1.4 **"Band Council Resolution"** means a resolution of Ts'elxwéyeqw Tribe having the form of Appendix D.
  - 1.5 **"BCTS"** means British Columbia Timber Sales.
  - 1.6 **"BC Fiscal Year"** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.
  - 1.7 **"Delegated Decision Maker"** and **"DDM"** 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.
  - 1.8 **"Designate"** has the meaning given to that term in section 3.1.1.
  - 1.9 **"Effective Date"** means the date on which this Agreement has been ratified and signed by each of the Parties.
  - 1.10 **"First Fiscal Year of the Term"** has the meaning given to that term in section 3.3.
  - 1.11 **"Forest Agreement (2004)"** means the Ts'elxwéyeqw Tribe Forest Agreement entered into with British Columbia on March 30, 2004, as amended or restated.
  - 1.12 **"Forest Legislation"** means the British Columbia Forest Act, Forest and Range Practices Act, and Forest Practices Code of British Columbia Act and Wildfire Act and all regulations under those Acts.
  - 1.13 **"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*.
  - 1.14 **"Licensee"** means a holder of a forest tenure or a range tenure.
  - 1.15 **"Matrix"** means the consultation framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.

- 1.16 “**Minister**” means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.
- 1.17 “**Operational Decisions**” means a decision that is made by a person with respect to the statutory approval of an Operational Plan.
- 1.18 “**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect on forest or range resources or both in the Ts’elxwéyeqw Tribe’s Traditional Territory.
- 1.19 “**Payment Account**” has the meaning given to that term in section 3.1.3.
- 1.20 “**RA**” means a reconciliation agreement between British Columbia and the Ts’elxwéyeqw Tribe 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*.
- 1.21 “**Revenue Sharing Payment**” means each payment to be made by British Columbia to the Ts’elxwéyeqw Tribe in accordance with Section 3.0 of this Agreement.
- 1.22 “**SEA**” means a strategic engagement agreement between British Columbia and the Ts’elxwéyeqw Tribe that describes a consultation process between the Ts’elxwéyeqw Tribe and more than one natural resource ministry of the Government of British Columbia.
- 1.23 “**Term**” has the meaning given to that term in section 11.1.
- 1.24 “**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply
- 1.25 “**Traditional Territory**” means the Ts’elxwéyeqw Tribe’s Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.26 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

## **2.0 Purpose and Objectives**

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Ts’elxwéyeqw Tribe’s Aboriginal Interests resulting from forest and range development in its Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Ts’elxwéyeqw Tribe to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in



addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and

- 2.2 To provide an opportunity for the Ts'elxwéyeqw Tribe to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Ts'elxwéyeqw Tribe in achieving progress towards closing socio-economic gaps between the members of Ts'elxwéyeqw Tribe and non-Aboriginal people in British Columbia.

### **3.0 Forest Revenue Sharing Payment**

#### **3.1 Recipient Entity:**

- 3.1.1 Unless the Ts'elxwéyeqw Tribe elects to have another entity (its "Designate") receive Revenue Sharing Payments pursuant to section 3.1.2 recognizing that any such election does not relieve the Ts'elxwéyeqw Tribe of its obligations under this Agreement, the Ts'elxwéyeqw Tribe will be the recipient of the Revenue Sharing Contributions.
- 3.1.2 Where the Ts'elxwéyeqw Tribe chooses to have its Designate receive Revenue Sharing Payments under this Agreement, British Columbia may withhold payment of the Revenue Sharing Payment until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Payment on behalf of the Ts'elxwéyeqw Tribe.
- 3.1.3 Ts'elxwéyeqw Tribe will establish and throughout the Term maintain a separate bank account in the name of Ts'elxwéyeqw Tribe (or the 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"), which bank account will be used solely for the purpose of receiving monies payable under this Agreement and implementing the objectives described in section 2.0. Ts'elxwéyeqw Tribe will 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.

- 3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Payments, calculated in accordance with Appendix C, to the Ts'elxwéyeqw Tribe, or to its Designate, as the case may be, and, subject to section 3.4 and 3.6,



the Revenue Sharing Payment will be disbursed in two equal payments: the first payment to be paid on or before September 30<sup>th</sup>, and the second payment to be paid on or before March 31<sup>st</sup>.

- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year 2010/11 (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$ 410,693.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Payment for partial BC Fiscal Years, the amount will be prorated for each month or part thereof that this Agreement is in effect.
- 3.5 Before November 30<sup>st</sup> of each year during the Term, Ts'elxwéyeqw Tribe will receive written notification from British Columbia of the Revenue Sharing Payment for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Ts'elxwéyeqw Tribe agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Payment under this Agreement for that following BC Fiscal Year.
- 3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Payment will be provided by British Columbia to the Ts'elxwéyeqw Tribe or its Designate in the manner specified in section 3.2 only if Ts'elxwéyeqw Tribe has made available all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.
- 3.7 In addition to section 3.2, on the Effective Date, the Ts'elxwéyeqw Tribe will be paid a payment to bridge the period from the date of the last payment to which the Ts'elxwéyeqw Tribe is entitled under its *The Ch-ihl-kway-uhk Tribe Forest Agreement* to the Effective Date of this Agreement (the "Bridging Amount"), which additional payment will be calculated on the basis of the Revenue Sharing Payment for the First Fiscal Year of the Term but prorated for the period from the date of the last payment under the *The Ch-ihl-kway-uhk Tribe Forest Agreement* to the Effective Date.
- 3.8 Ts'elxwéyeqw Tribe agrees that for the period between the end of the term of its *The Ch-ihl-kway-uhk Tribe Forest Agreement* and the Effective Date, it has been adequately consulted and accommodated by British Columbia in relation to all Administrative Decisions, Operational Decisions, and Operational Plans made during that period that could impact its Aboriginal Interests.
- 3.9 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Ts'elxwéyeqw Tribe pursuant to this Agreement is subject to:
  - 3.9.1 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

- 3.9.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.9.1.
- 3.10 British Columbia will not seek to direct or influence the expenditures of funds provided through this Agreement to the Ts'elxwéyeqw Tribe.

#### **4.0 Consultation Process**

- 4.1 The Parties agree that consultation with respect to potential infringements on the Ts'elxwéyeqw Tribe's Aboriginal Interests arising from any Operational Decisions, Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 British Columbia will use the map of the Ts'elxwéyeqw Tribe's Traditional Territory used in the *The Ch-ihl-kway-uhk Tribe Forest Agreement* which map will be set out in this Agreement as Appendix A.
- 4.3 The Ts'elxwéyeqw Tribe agrees that British Columbia may share the map of the Traditional Territory as set out in Appendix A with another provincial government agency and/or a licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.4 The Parties agree that in the event Ts'elxwéyeqw Tribe enters into a SEA or RA with British Columbia after the Effective Date which includes a consultation process which 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 if the SEA or RA so provides; and in any such case, if the SEA or RA terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.
- 4.5 In the event that the Effective Date falls after the date on which Ts'elxwéyeqw Tribe enters into a SEA or RA with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RA is subsequently terminated prior to the end of the Term, the Ts'elxwéyeqw Tribe agrees that 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.

#### **5.0 Acknowledgments and Covenants by Ts'elxwéyeqw Tribe**



- 5.1 The Ts'elxwéyeqw Tribe acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Payments under this Agreement may vary over time.
- 5.2 The Ts'elxwéyeqw Tribe agrees that the Revenue Sharing Payments made under section 3.0 of this Agreement constitute an accommodation for impacts on Ts'elxwéyeqw Tribe's Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.
- 5.3 The Ts'elxwéyeqw Tribe agrees that during the term of this Agreement, if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential infringements of Ts'elxwéyeqw Tribe's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory

## **6.0 Community Priorities, Annual Reports and Records**

6.1 Ts'elxwéyeqw Tribe covenants and agrees as follows:

- 6.1.1 Within 60 days of the Effective Date of this Agreement, Ts'elxwéyeqw Tribe or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Payment.
- 6.1.2 Before the end of each BC Fiscal Year, Ts'elxwéyeqw Tribe or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Payment described in section 3.5.
- 6.1.3 Within 90 days of the end of each BC Fiscal Year, Ts'elxwéyeqw Tribe or its Designate 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 of this Agreement) and confirming that, aside from reasonable administrative expenses, all such expenditures were made for the purpose of accomplishing the purposes and objectives referred to in section 2.0.
- 6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require an audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement, such audit to be at the expense of the Ts'elxwéyeqw Tribe or its Designate.



6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be made available by Ts'elxwéyeqw Tribe or its Designate in a manner that can reasonably be expected to bring the information to the attention of its communities and the public.

6.1.6 Notwithstanding the termination or expiry of this Agreement, Ts'elxwéyeqw Tribe or its Designate will continue to comply with the provisions of section 6.1 until 90 days after it receives the last Revenue Sharing Payment from British Columbia.

6.2 If Ts'elxwéyeqw Tribe requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Ts'elxwéyeqw Tribe has entered into an SEA and/or RA with British Columbia, up to \$35,000 annually of the Revenue Sharing Payment will be used by Ts'elxwéyeqw Tribe for that capacity during the Term of this Agreement.

## **7.0 Security Deposits**

7.1 In recognition of Ts'elxwéyeqw Tribe entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Ts'elxwéyeqw Tribe (or a legal entity controlled by the Ts'elxwéyeqw Tribe) and British Columbia.

7.2 Ts'elxwéyeqw Tribe agrees that British Columbia may apply any payment that Ts'elxwéyeqw Tribe is entitled to receive under this Agreement, to a maximum of the amounts that British Columbia would have obtained in a silviculture deposit, in order to fully or partially satisfy any unfulfilled financial obligations of Ts'elxwéyeqw Tribe to British Columbia arising from a licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Ts'elxwéyeqw Tribe (or a legal entity controlled by the Ts'elxwéyeqw Tribe) and British Columbia.

7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Ts'elxwéyeqw Tribe financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Ts'elxwéyeqw Tribe of the unfulfilled financial obligation(s) and will discuss the proposed action with the Ts'elxwéyeqw Tribe.

## **8.0 Stability for Land and Resource Use**

8.1 Ts'elxwéyeqw Tribe will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Ts'elxwéyeqw Tribe with provincially authorized forest and/or range activities and will work co-operatively with British Columbia to assist in resolving any such matters.



## **9.0 Dispute Resolution**

- 9.1 If a dispute arises between British Columbia and the Ts'elxwéyeqw Tribe regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Ts'elxwéyeqw Tribe.
- 9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## **10.0 Suspension and Termination**

- 10.1 British Columbia may suspend the making of Revenue Sharing Payments under this Agreement if it determines, acting reasonably, that Ts'elxwéyeqw Tribe is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Ts'elxwéyeqw Tribe has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Ts'elxwéyeqw Tribe and British Columbia. Upon making any such determination, British Columbia will provide notice to the Ts'elxwéyeqw Tribe of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by the Ts'elxwéyeqw Tribe is not resolved by the Parties within 60 days of the notice provided in section 10.1, British Columbia will notify the Ts'elxwéyeqw Tribe that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 10.3 If, during the term of this Agreement, Ts'elxwéyeqw Tribe challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Payment provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Ts'elxwéyeqw Tribe's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Payment provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.
- 10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing



Payment for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

- 10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

## **11.0 Term**

- 11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

## **12.0 Renewal of the Agreement**

- 12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Ts'elxwéyeqw Tribe will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

## **13.0 Amendment of Agreement**

- 13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

## **14.0 Entire Agreement**

- 14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

## **15.0 Notice**

- 15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.



- 15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

**British Columbia**

Deputy Minister  
Ministry of Aboriginal Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria B.C. V8W 9B1  
Telephone: (250) 356-1394  
Facsimile: (250) 387-6594

**Ts'elxwéyeqw Tribe**

Chief Angie Bailey  
Ts'elxwéyeqw Tribe  
Building 5-7201 Vedder Road  
Chilliwack, BC, V2R 4G5  
Telephone: (604) 824-2692  
Facsimile: (604) 824-1247



## **16.0 Miscellaneous**

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Ts'elxwéyeqw Tribe has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Ts'elxwéyeqw Tribe have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Ts'elxwéyeqw Tribe.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Ts'elxwéyeqw Tribe's Aboriginal title and/or rights claims over those lands.
- 16.7 With the exception of matters or decisions dealt with in section 3.8, this Agreement does not address or affect any claims by the Ts'elxwéyeqw Tribe regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement
- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Ts'elxwéyeqw Tribe.
- 16.13 This Agreement does not exclude the Ts'elxwéyeqw Tribe from accessing forestry economic opportunities and benefits, which may be available to



the Ts'elxwéyeqw Tribe, other than those expressly set out in this Agreement.

- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.
- 16.16 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 16.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.20 The appendices to this Agreement form part of the Agreement.



16.21 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

**Ts'elxwéyeqw Tribe**

Angie Bailey  
Chief Angie Bailey

Stephen Felix  
Witness of Ts'elxwéyeqw Tribe signature

March 31, 2011  
Date

Signed on behalf of:

**Government of British Columbia**

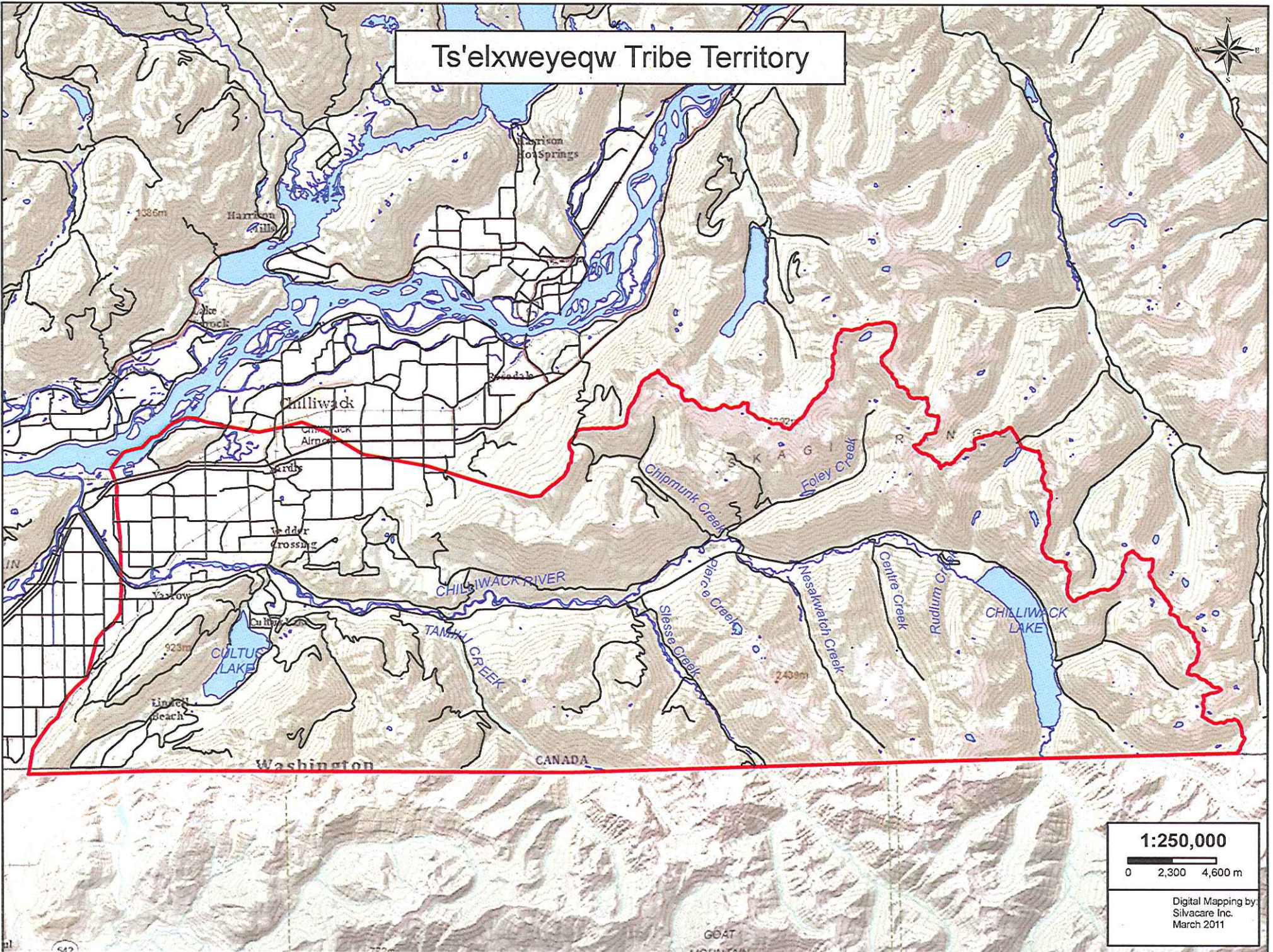
Mary Polak  
Mary Polak  
Minister of Aboriginal Relations and  
Reconciliation

Renee Muir  
Witness of Minister signature

04.26.11  
Date



# Ts'elxweyeqw Tribe Territory



**1:250,000**

0 2,300 4,600 m

Digital Mapping by  
Silvare Inc.  
March 2011



## **APPENDIX B**

### **Consultation**

#### **On Operational and Administrative Decisions and Operational Plans.**

British Columbia and the Ts'elxwéyeqw Tribe will meet to further discuss the following consultation process within three months of the signing of this Agreement. This is to more clearly define the consultation levels and time periods in the Matrix.

In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.10 of this Appendix ("section 1.10"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with the Ts'elxwéyeqw Tribe in accordance with the applicable consultation level agreed to by the Parties under section 1.10 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact the Ts'elxwéyeqw Tribe's Aboriginal Interests within the Traditional Territory.
- 1.2 The Ts'elxwéyeqw Tribe agrees to fully participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.10, in information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.
- 1.3 In this Appendix, "First Annual List" means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Ts'elxwéyeqw Tribe by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.10.
- 1.5 In this Appendix, "Annual List" means an annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Ts'elxwéyeqw Tribe by British Columbia before March 31<sup>st</sup> of each year after the First Fiscal Year of the Term.
- 1.6 For fiscal years subsequent to the First Fiscal Year of the Term, the Parties will meet annually on or before March 31<sup>st</sup> to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.10 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational



and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.10.

- 1.7 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of the Ts'elxwéyeqw Tribe during the current fiscal year, British Columbia will notify the Ts'elxwéyeqw Tribe of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.10.
- 1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, the Ts'elxwéyeqw Tribe will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- 1.9 If no response is received from the Ts'elxwéyeqw Tribe within the timeframe set out in section 1.10, then British Columbia may conclude that the Ts'elxwéyeqw Tribe does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.10 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Ts'elxwéyeqw Tribe during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Ts'elxwéyeqw Tribe, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Ts'elxwéyeqw Tribe they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Ts'elxwéyeqw Tribe can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Ts'elxwéyeqw Tribe about an upcoming decision and provide overview information.	British Columbia provides Ts'elxwéyeqw Tribe base level information and a short reasonable



Level	Description	Intent
	Would be an opportunity for comment.	time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
<b>4. Expedited Consultation Process</b>	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.
<b>5. Normal Consultation</b>	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 Ts’elxwéyeqw Tribe of the final decision where requested by the Ts’elxwéyeqw Tribe.
<b>6. Deep Consultation</b>	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 Ts’elxwéyeqw Tribe with the final decision and rationale in writing.

- 1.11 The Parties may agree to adjust the consultation levels for specific circumstances where detailed aboriginal interest information is shared that would suggest a different consultation level.
- 1.12 Ts’elxwéyeqw Tribe agrees that the province is not obligated, unless requested by the Ts’elxwéyeqw Tribe, to inform the Ts’elxwéyeqw Tribe of the Delegated Decision Maker’s decision for decisions on which the consultation level has been level three (3) or lower.
- 1.13 If the Parties cannot agree upon which consultation level in section 1.10 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Ts’elxwéyeqw Tribe on the basis of British Columbia’s consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

## Chilliwack Forest District Consultation Matrix First Annual List 2011/2012

Decision	Description	Decision Maker	Consultation Level	Consultation Period	Pending Decisions
<b>Administrative Decisions</b>					
<b>TSA - AAC Determination</b>	The timber supply review (TSR) sets the allowable annual cut (AAC) for the timber supply area (TSA)	Chief Forester	5-6	Up to 24 months	
<b>TSA - AAC Apportionment</b>	The apportionment distributes the timber supply area (TSA) allowable annual cut to various licence types, and usually follows the AAC determination	Minister	3,5	30-60 days	
<b>TFL - Licence Replacement</b>	The replacement of a tree farm licence (TFL)	Minister	5-6	60+ days	
<b>TFL - AAC Determination</b>	The timber supply review (TSR) sets the allowable annual cut (AAC) for a tree farm licence (TFL)	Chief Forester or Deputy Chief Forester	5	Up to 24 months	
<b>CFA - Licence Issuance</b>	The issuing of a community forest agreement (CFA)	Regional Executive Director	5-6	60 days	Cascade Lower Canyon Community Forest
<b>CFA - Boundary Adjustment</b>	The revising of a community forest agreement (CFA) boundary	Regional Executive Director	3,5	30-60 days	
<b>CFA - Management Plan</b>	The amendment or approval of a community forest agreement (CFA) management plan, including setting the	District Manager	3,5	30-60 days	



	allowable annual cut (AAC)				
<b>FL - Licence Issuance</b>	The issuing of a forest licence (FL)	Regional Executive Director	5	60 days	
<b>NRFL - Licence Issuance</b>	The issuing of a non-replaceable forest licence (NRFL)	Regional Executive Director	5	60 days	
<b>NRFL - Licence Extension</b>	The extension of a non-replaceable forest licence (NRFL)	Regional Executive Director	3,5	30-60 days	8 Expiring NRFL: Chawathil, Chihlkwayuhk, In-SHUCK-ch, Scowlitz, Seabird Island, Skawahlook, Sts'ailes and Yale
<b>TL - Licence Extension</b>	The extension of a timber licence (TL)	Regional Executive Director	5	60 days	T0722 (Tolson Enterprises-Yale Creek)
<b>WL - Licence Issuance</b>	The issuing of a woodlot (WL)	Regional Executive Director	5	60 days	Sumas FN (Sumas Mtn.)
<b>WL - Licence Extension</b>	The extension of a woodlot (WL)	Regional Executive Director	5	60 days	
<b>WL - Management Plan</b>	The amendment or approval of a woodlot (WL) management plan, including setting the allowable annual cut (AAC)	District Manager	3,5	30-60 days	
<b>GAR - Order Establishment</b>	The establishment of a government actions regulation (GAR) order for the identification and management of certain forest values (e.g. Karst, Visuals, or Trails)	District Manager	5	60 days	Visuals, Trails
<b>OGMA - Establishment or Amendment</b>	The establishment or amendment of an old growth	District Manager	3	30 days	Estimate 5 per year

	management area (OGMA)				
<b>FIA – Land based Investment Rationale Plan</b>	The approval of a land based investment rationale plan for the forest investment account (FIA)	District Manager	5	60 days	2, Fraser Co-op (Madrone) and TFL 26
<b>Operational Plans</b>					
<b>FSP - New Plan</b>	The approval of a new forest stewardship plan (FSP) usually for 5 years	District Manager	5	60 days	Tamihi Plan (including: A19202, A20542, A74688, A77464, A81096, A82638, A81823); Sumas WL, Cheam NRFL, Kwantlen WL; CLCCF-CFA
<b>FSP - Amendment</b>	The amendment of a forest stewardship plan (FSP) including changes to the forest development unit (FDU) boundary	District Manager	3,5	30-60 days	Estimate 3-5 per year
<b>FSP - Extension</b>	A forest stewardship plan (FSP) extension for up to 5 years	District Manager	3,5	30-60 days	A19201 (Teal Cedar)
<b>WLP - New Plan</b>	The approval of a new woodlot licence plan (WLP) usually for 5 years	District Manager	5	60 days	Sumas FN (Sumas Mtn.)
<b>WLP - Amendment</b>	Woodlot licence plan (WLP) amendment	District Manager	3	30 days	
<b>WLP - Extension</b>	A woodlot licence plan (WLP) extension for up to 5 years.	District Manager	3	30 days	
<b>Range Plan - New</b>	A range use plan	District Manager	5	60 days	



<b>Range Plan - Amendment</b>	Range use plan or range stewardship plan extensions	District Manager	3	30 days	
<b>Range Plan - Extension</b>	Range use plan or range stewardship plan extensions	District Manager	3	30 days	RAN076508 (Nahatlatch R.)
<b>Forest Health Plan - Issuance</b>	A plan for forest health (e.g. spruce budworm or gypsy moth spraying)	District Manager	3,5	30-60 days	
<b>Operational Decisions</b>					
<b>SUP - Various</b>	The issuance, amendment or replacement of a special use permit (SUP) for forestry activity (e.g. logging camp, dryland sort or heli-drop zone)	District Manager	3,5	30-60 days	
<b>TSL-Issuance</b>	The issuance of a timber sale licence (TSL) by BC Timber Sales		3	30 days	
<b>CP-Issuance</b>	The issuance of a cutting permit (CP)	District Manager	1-5	Up to 60 days	Approximately 60 per year
<b>FIA-Projects</b>	Forest Investment Account (FIA) projects (e.g. fertilization)	District Manager	2-5	Up to 60 days	5 to 10 projects per year
<b>Land Act Decision</b>	<i>Land Act</i> tenure amendments and approvals related to forestry infrastructure	Minister or Designate	3,5	30-60 days	Amendments=level 3; new permits=level 5. Examples may include dryland sort and foreshore lease tenures.
<b>FLTC-issuance</b>	Forestry licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails)	District Manager and Timber Sales Manager	2,5	Up to 60 days	Approximately 12 per year

<b>OLTC-Issuance</b>	Occupant licence to cut (OLTC) issuance (e.g. a small number of trees cut to facilitate a communication tower, or small area for a power project)	District Manager	2,5	Up to 60 days	Approximately 12 per year
<b>RUP-Issuance</b>	Road use permits (RUP) over existing Forest Service Roads (FSR) for industrial use	District Manager	2,5	Up to 60 days	
<b>RP-Issuance &amp; Amendment</b>	Road permit issuance and amendments for new road construction or for older, non-status roads	District Manager and Timber Sales Manager	1,5	Up to 60 days	50 to 100 per year



## APPENDIX C

### Revenue Sharing Payment Methodology

#### Traditional 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 of British Columbia, a summary document will be prepared of the Chilliwack Forest District's 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 Chilliwack Forest District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Ts'elxwéyeqw Tribe's Forest License (A75807) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Ts'elxwéyeqw Tribe's Traditional Territory will be calculated by determining the percent of Ts'elxwéyeqw Tribe's Traditional Territory that falls within the Timber Harvesting Land Base in the Chilliwack 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.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Ts'elxwéyeqw Tribe as described in section 1.2 of this Appendix.
- 1.4 Where the calculation in section 1.3 of this Appendix is less than \$35,000, Ts'elxwéyeqw Tribe will receive a maximum of up to \$35,000 to provide capacity per Ts'elxwéyeqw Tribe agreement member to participate in the consultation process in accordance with section 4.0 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

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Ts'elxwéyeqw Tribe's Forest License (A75807) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.

- 2.2 For each BC 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**

- 3.0 The Parties agree that new methods to calculate the Revenue Sharing Payment will be phased in over the next 4 years.
- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Payment is calculated by determining the total of the Traditional Territory Forest Revenue Sharing Component and the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year ("the sum") and applying the following percentages to that sum:
- 3.1.1 2010/11 BC Fiscal Year: 10 percent;
  - 3.1.2 2011/12 BC Fiscal Year: 50 percent; and
  - 3.1.3 2012/13 BC Fiscal Year: 80 percent.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Payment is calculated by determining the value of the payments that were made by British Columbia to Ts'elxwéyeqw Tribe in any given full year under the *The Ch-ihl-kway-uhk Tribe Forest Agreement* which expired on 3/31/2010 ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2010/11 BC Fiscal Year: 69 percent;
  - 3.2.2 2011/12 BC Fiscal Year: 59 percent; and
  - 3.2.3 2012/13 BC Fiscal Year: 55 percent.
- 3.3 The Parties agree that if this Agreement is renewed in accordance with section 12.0 of this Agreement, or this Agreement expires in the 2013/2014 BC Fiscal Year, the Revenue Sharing Payment will be the sum of:
- 3.3.1 the Traditional Territory Forest Revenue Sharing Component and the Direct Award Tenure Forest Revenue Sharing Component calculated in this Appendix; and
  - 3.3.2 50 percent of the value of the Annual Amount identified in section 3.2 of this Appendix.



## **APPENDIX D**

### **Band Council Resolutions**

**For:**

**Aitchelitz First Nation  
Skowkale First Nation  
Skway Village  
Soowahlie Indian Band  
Squiala First Nation  
Tzeachten First Nation  
Yakweakwioose First Nation**

**Appointing  
the Ts'elxwéyeqw Tribe**

**Recipient Entity for this Agreement ("Designate")**







**BAND COUNCIL RESOLUTION  
OF THE AITCHELITZ FIRST NATION**

(the "Band")

Dated the 31 day of March 2011

BCR No: 2011-02

Province: British Columbia

**BACKGROUND**

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements; (ii) the confirmation and approval in principle by the Band Council of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval in final form satisfactory to CTS; (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with

this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

### **APPROVALS**

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

#### **A. Approval of Limited Partnership Agreement**

##### **BE IT RESOLVED THAT**

1. The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

#### **B. Approval of the Shareholder Agreement**

##### **BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief and Council of the Band or, their duly appointed representative, is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief and Council of the Band or their duly appointed representative is authorized and directed to execute and deliver all such other documents and to do all such things as that person reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

#### **C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement**

##### **BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.
2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues, bridging payments and consultation funding received by CTS as benefits under the



Forestry Consultation and Revenue Sharing Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.

3. That TFLP receive and hold any and all of the benefits, including the forest tenure(s), received by CTS as benefits under the Tenure Opportunity Agreement, as herein described, upon approval of the TFLP Agreement.

**D. Approval of Related Future Entities of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation**

**BE IT RESOLVED THAT:**

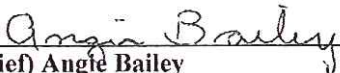
1. The Band is hereby authorized to execute and deliver any related limited partnership agreements, in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver those agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**Execution in Counterparts**

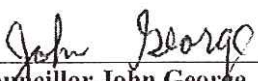
**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

**DATED** as of the 31<sup>st</sup> day of March, 2011.

Quorum 2 of 4

  
\_\_\_\_\_  
(Chief) Angie Bailey

  
\_\_\_\_\_  
Councillor Gordon George

  
\_\_\_\_\_  
Councillor John George

  
\_\_\_\_\_  
Councillor Leona Sam

**BAND COUNCIL RESOLUTION  
OF THE SKOWKALE FIRST NATION**

(the "Band")

Dated the 31 day of March 2011

Province: British Columbia

**BACKGROUND**

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements; (ii) the confirmation and approval in principle by the Band Council of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval in final form satisfactory to CTS; (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.



**APPROVALS**

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

**A. Approval of Limited Partnership Agreement**

**BE IT RESOLVED THAT**

1. The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**B. Approval of the Shareholder Agreement**

**BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief and Council of the Band or, their duly appointed representative, is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief and Council of the Band or their duly appointed representative is authorized and directed to execute and deliver all such other documents and to do all such things as that person reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

**C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement**

**BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.
2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues, bridging payments and consultation funding received by CTS as benefits under the Forestry Consultation and Revenue Sharing Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.

3. That TFLP receive and hold any and all of the benefits, including the forest tenure(s), received by CTS as benefits under the Tenure Opportunity Agreement, as herein described, upon approval of the TFLP Agreement.

**D. Approval of Related Future Entities of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation**

**BE IT RESOLVED THAT:**


1. The Band is hereby authorized to execute and deliver any related limited partnership agreements, in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver those agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**Execution in Counterparts**

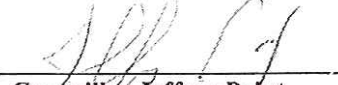
**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.


**DATED** as of the 31<sup>st</sup> day of March, 2011.

**Quorum**   3  

  
\_\_\_\_\_  
**Chief Willy Hall**

  
\_\_\_\_\_  
**Councillor Gordon Hall**

  
\_\_\_\_\_  
**Councillor Jeffrey Point**

  
\_\_\_\_\_  
**Councillor James Archie**

\_\_\_\_\_  
**Councillor Gerald Sepass**



**BAND COUNCIL RESOLUTION**

**OF THE SHXWHA:Y VILLAGE**

(the "Band")

Dated the 31<sup>st</sup> day of March 2011

BCR No: \_\_\_\_\_

Province: British Columbia

**BACKGROUND**

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements; (ii) the confirmation and approval in principle by the Band Council of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval in final form satisfactory to CTS; (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

## APPROVALS

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

### **A. Approval of Limited Partnership Agreement**

#### **BE IT RESOLVED THAT**

1. The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

### **B. Approval of the Shareholder Agreement**

#### **BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief and Council of the Band or, their duly appointed representative, is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief and Council of the Band or their duly appointed representative is authorized and directed to execute and deliver all such other documents and to do all such things as that person reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

### **C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement**

#### **BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.
2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues, bridging payments and consultation funding received by TTLP as benefits under the Forestry Consultation and Revenue Sharing Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.



- 3. That TFLP receive and hold any and all of the benefits, including the forest tenure(s), received as benefits under the Tenure Opportunity Agreement, as herein described, upon approval of the TFLP Agreement.

**D. Approval of Related Future Entities of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation**

**BE IT RESOLVED THAT:**

- 1. The Band is hereby authorized to execute and deliver any related limited partnership agreements, in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver those agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**Execution in Counterparts**

**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

DATED as of the 31 day of March, 2011.

Quorum 3

William Rabay  
(Chief)

[Signature]  
Councillor  
[Signature]  
Councillor  
Councillor

[Signature]  
Councillor  
Councillor  
Councillor

[Signature]  
Councillor  
Councillor  
Councillor



## SOOWAHLIE INDIAN BAND

#572

BAND COUNCIL RESOLUTION  
OF THE SOOWAHLIE INDIAN BAND

(the "Band")

Dated the 31<sup>st</sup> day March 2011  
BCR No: 2010-11  
Province: British Columbia

## BACKGROUND

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements; (ii) the confirmation and approval in principle by the Band Council of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval in final form satisfactory to CTS; (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

APPROVALS

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

A. Approval of Limited Partnership Agreement

## BE IT RESOLVED THAT

1. The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.



**B. Approval of the Shareholder Agreement**

**BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief and Council of the Band or, their duly appointed representative, is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief and Council of the Band or their duly appointed representative is authorized and directed to execute and deliver all such other documents and to do all such things as that person reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

**C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement**

**BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.
2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues, bridging payments and consultation funding received by CTS as benefits under the Forestry Consultation and Revenue Sharing Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.
3. That TFLP receive and hold any and all of the benefits, including the forest tenure(s), received by CTS as benefits under the Tenure Opportunity Agreement, as herein described, upon approval of the TFLP Agreement.

**D. Approval of Related Future Entities of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation**

**BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver any related limited partnership agreements, in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver those agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**Execution in Counterparts**

**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

DATED as of the 31<sup>st</sup> day of March, 2011.

Quorum \_\_\_\_\_ (Chief)

Janya Macdonald  
Councillor

S. Ross  
Councillor

Lauren Beckman  
Councillor

# BAND COUNCIL RESOLUTION

## SQUIALA FIRST NATION

THE CHIEF AND COUNCIL  
AT A DULY CONVENED MEETING  
HELD ON April 1<sup>st</sup>, 2011

District: South  
Province: British Columbia

### BACKGROUND

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements, (ii) the confirmation and approval in principle by the Band Council of the of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval of a final form satisfactory to CTS; and (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.



## APPROVALS

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

### A. Approval of Limited Partnership Agreement

#### **BE IT RESOLVED THAT**

The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief of the Band is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as the Chief in his or her sole discretion shall approve, such approval to be evidenced by his/her signature thereto.

### B. Approval of the Shareholder Agreement

#### **BE IT RESOLVED THAT:**

The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in the form of substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief of the Band is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as the Chief in his or her sole discretion shall approve, such approval to be evidenced by his/her signature thereto.

The Chief of the Band is authorized and directed to execute and deliver all such other documents and to do all such things as the Chief reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

### C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement

#### **BE IT RESOLVED THAT:**

The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues,, bridging payments, consultation funding and forest tenure(s) received by TTLP as benefits under the Forestry Consultation and Revenue Sharing Agreement

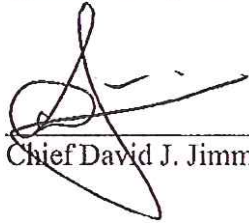
and the Tenure Opportunity Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.

**Execution in Counterparts**

**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

**DATED** as of the 31<sup>st</sup> day of March,

Quorum is any 2 of Chief and Council



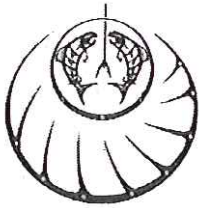
Chief David J. Jimmie



Councillor Allen Jimmie

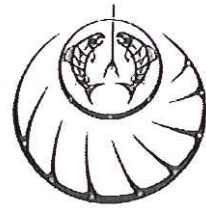
Councillor Stephen Jimmie





# Tzeachten First Nation

45855 Promontory Road  
Chilliwack, B.C. V2R 0H3  
Telephone 604-858-3888 Fax 604-846-3332



## TZEACHTEN COUNCIL RESOLUTION

**RES 11-14**

### BACKGROUND

1. The Tzeachten First Nation is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. The following resolutions set out: (i) the confirmation, ratification and approval by the Tzeachten Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements, (ii) the confirmation and approval in principle by the Tzeachten Council of the of the framework of the Tenure Opportunity Agreement being negotiated by CTS with the Province of British Columbia and approval of a final form satisfactory to CTS; and (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

### APPROVALS

The undersigned, being a quorum of the Councilors of the Tzeachten First Nation, hereby consent to and adopt in writing the following resolutions;

A. Approval of Limited Partnership Agreement

**BE IT RESOLVED THAT**

1. The Tzeachten First Nation is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief of the Tzeachten First Nation is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as the Chief in his or her sole discretion shall approve, such approval to be evidenced by his/her signature thereto.

B. Approval of the Shareholder Agreement

**BE IT RESOLVED THAT:**

1. The Tzeachten First Nation is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in the form of substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief of the Tzeachten First Nation is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as the Chief in his or her sole discretion shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief of the Tzeachten First Nation is authorized and directed to execute and deliver all such other documents and to do all such things as the Chief reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement

**BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.
2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues,, bridging payments, consultation funding and forest tenure(s) received by TTLP as benefits under the Forestry Consultation and Revenue Sharing Agreement and the Tenure Opportunity Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.




Execution in Counterparts

**BE IT RESOLVED THAT** these resolutions may be signed by the Councilors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

**A QUORUM** for the Tzeachten First Nation consists of 3.

**DATED** this 30<sup>th</sup> day of March, 2011.



Chief Joe Hall

  
Councilor Glenda Campbell

  
Councilor Anthony Malloway

  
Councilor Lawrence Roberts

  
Councilor Leslie Joe



# Yakweakwioose Band

Ts'elxwéyeqw First Nation

7176 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



## BAND COUNCIL RESOLUTION OF THE YAKWEAKWIOOSE FIRST NATION

(the "Band")

Dated the 31st day of March 2011.

BCR No: \_\_\_\_\_

Province: British Columbia

### BACKGROUND

1. The Band is a member of the Ch-ihl-kway-uhk Tribe Society ("CTS"), a non-profit entity established to advance the collective economic, cultural, social, political and community development of the Ch-ihl-kway-uhk Tribe.
2. During the last year, CTS has been pursuing various economic, social and community development opportunities which contemplate the creation of a new partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to accommodate any of its business ventures that its member First Nations wish to enter into together. This is to be a limited partnership and is to be called the Ts'elxweyeqw Tribe Limited Partnership ("TTLP").
3. Also, during the last year, CTS has been pursuing its business vision and strategy to establish a sustainable, vibrant and integrated forestry businesses and operations in and around CTS' traditional territory. CTS' business vision and strategy contemplates the creation of a new forestry limited partnership to be established under the *Partnership Act* (British Columbia) as the appropriate business vehicle to negotiate and enter into a Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia. The limited partnership is to be called the Ts'elxweyeqw Forestry Limited Partnership ("TFLP").
4. Additionally, CTS has been pursuing other accommodation, economic development and business opportunities and contemplates establishing other related limited partnerships of the Ts'elxweyeqw Tribe Limited Partnership as the appropriate vehicle to negotiate and enter into such other accommodation, economic development and business opportunities as required.
5. The following resolutions set out: (i) the confirmation, ratification and approval by the Band Council of the Ch-ihl-kway-uhk Tribe Forestry Consultation and Revenue Sharing Agreement with the Province of British Columbia and all related actions and documents for receiving the revenue sharing, and other benefits and holding and operating the forest tenure opportunities provided under those Agreements; (ii) the confirmation and approval in principle by the Band Council of the framework of the Tenure Opportunity Agreement being negotiated by CTS with



the Province of British Columbia and approval in final form satisfactory to CTS; (iii) the approval for the legal creation of TTLP and TFLP and all related actions and documents in connection with this. These resolutions are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and Tenure Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

#### **APPROVALS**

The undersigned, being a quorum of the Councillors of the Band, hereby consent to and adopt in writing the following resolutions;

##### **A. Approval of Limited Partnership Agreement**

#### **BE IT RESOLVED THAT**

1. The Band is hereby authorized to execute and deliver the TTLP Agreement (the "TTLP Agreement") and the TFLP Agreement (the "TFLP Agreement"), in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver the Partnership Agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

##### **B. Approval of the Shareholder Agreement**

#### **BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver the Ts'elxweyeqw Management Ltd. Shareholder Agreement (the "Shareholder Agreement") in substantially the same form as the draft of the Shareholder Agreement attached herein and considered by the Council, and the Chief and Council of the Band or, their duly appointed representative, is hereby authorized to execute and deliver the Shareholder Agreement, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.
2. The Chief and Council of the Band or their duly appointed representative is authorized and directed to execute and deliver all such other documents and to do all such things as that person reasonably believes may be necessary to give effect to the Shareholder Agreement and the transactions contemplated thereby.

##### **C. Approval of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation and Revenue Sharing Agreement and the Ts'elxweyeqw Forestry Limited Partnership Tenure Opportunity Agreement**

#### **BE IT RESOLVED THAT:**

1. The foregoing resolutions set out in Parts A and B of this Band Council Resolution are expressly subject to the completion by the Ch-ihl-kway-uhk Tribe of a legally definitive and binding Forestry Consultation and Revenue Sharing Agreement and the Tenure

Opportunity Agreement with the Province of British Columbia, in a form satisfactory to the CTS.

2. That the general partner of TTLP, being Ts'elxweyeqw Management Ltd., be designated to receive and hold on behalf of the TTLP, any and all of the benefits, including any shared revenues, bridging payments and consultation funding received by CTS as benefits under the Forestry Consultation and Revenue Sharing Agreement, as herein described, upon approval of the TTLP Agreement and the Shareholder Agreement.
3. That TFLP receive and hold any and all of the benefits, including the forest tenure(s), received by CTS as benefits under the Tenure Opportunity Agreement, as herein described, upon approval of the TFLP Agreement.

**D. Approval of Related Future Entities of the Ts'elxweyeqw Tribe Limited Partnership Forestry Consultation**

**BE IT RESOLVED THAT:**

1. The Band is hereby authorized to execute and deliver any related limited partnership agreements, in the form or substantially the same from as the draft of the Partnership Agreements attached herein and considered by the Council, and the Chief and Council of the Band, or their duly appointed representative, is hereby authorized to execute and deliver those agreements, on behalf of the band, with such changes, additions or deletions thereto as that person shall approve, such approval to be evidenced by his/her signature thereto.

**Execution in Counterparts**

**BE IT RESOLVED THAT** these resolutions may be signed by the Councillors in as many counterparts as may be necessary, in original or faxed form, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same resolution.

**DATED** as of the 31<sup>st</sup> day of March, 2011.

Quorum Two

Frank Mallonay  
(Chief)

_____	<u>Jason Mallonay</u>	_____
Councillor	Councillor	Councillor
_____	_____	_____
Councillor	Councillor	Councillor
_____	_____	_____
Councillor	Councillor	Councillor



## APPENDIX E

### Ts'elxwéyeqw Tribe Statement of Community Priorities

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2010/2011	2011/2012	2012/2013		
Carry Forward	100%	\$or%	\$or%		
	\$or%	\$or%	\$or%		
	\$or%	\$or%	\$or%		
	\$or%	\$or%	\$or%		
	\$or%	\$or%	\$or%		
<b>Total<sup>1</sup></b>	\$410,693				

2010/2011 Revenue Sharing Contribution \$410,693

2011/2012 Revenue Sharing Contribution \$To Be Determined

2012/2013 Revenue Sharing Contribution \$To Be Determined

2013/2014 Revenue Sharing Contribution \$To Be Determined

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<sup>1</sup> Total for all three years must equal the amount of funding identified in section 3.0 of this Agreement.

## APPENDIX F

### Ts'elxwéyeqw Tribe Statement of Community Priorities

#### Annual Report

Socio-economic Priority	2010/2011 Planned Expenditures	2010/2011 Actual Expenditures	Outcomes Achieved	Variance Explanation
Carry Forward	100%	\$or%		
	\$or%	\$or%		
	\$or%	\$or%		
	\$or%	\$or%		
	\$or%	\$or%		
	\$or%	\$or%		
Total <sup>2</sup>	\$410,693	\$410,693		

<sup>2</sup> Total for year must equal the amount of funding identified in section 3.0 of this Agreement for that year.