Council Meeting

Tuesday July 28th, 2026
Meeting by Zoom
AGENDA

https://us02web.zoom.us/j/83889640757?pwd=GgBuEXYgZfqxyCUASeXRewaZbZ0oUc.1

Meeting ID: 838 8964 0757
Passcode: 678670
Start time: **3:00 p.m.**
Guest: Trudy Warner, Robyn Rea

Convening the meeting

Notice to attendees and delegates that this meeting is being recorded.

Adoption of Agenda

Approval of minutes from June 25th, 2026 p 4

STARTS CM00756
REGULAR BUSINESS

1) PETITIONS, DELEGATIONS & PRESENTATIONS
2) REQUEST FOR DECISION AND LEGISLATION

a) Request for Decision Robyn Rea

i) Toquaht Nation audited financial statements dated March 31, 2026

(1) Consolidated Financial Statements p 6
(2) Annex A p 32
(3) Signature Documents p116
(4) July 21st, 2026 Finance Committee meeting reviewed and recommends approval

MOVED: **Gary Johnsen** **SECONDED:** **Anne Mack**
THAT the Toquaht Standing Committee on Finance approve the Toquaht Nation audited financial statements dated March 31, 2026 and recommend them to Council as presented by John R. Nelson from RHN.

YES: 4
NO: 0 Motion Carried

ACTION ITEM:
- Final version of the audited financial statement to be brought to Council, to receive the Finance Committee's recommendation and provide final approval.

THAT Council resolve to receive the recommendation from the Standing Committee on Finance and approve the audited financial statements dated March 31, 2026.

b) Request for Decision — Kirsten Johnsen

i) Appointment to the Toquaht Implementation Committee

(1) Recommendation from the Toquaht Implementation Committee

MOVED: **Gary Johnsen** **SECONDED:** **Kevin Mack**

THAT the TN Treaty Implementation Committee recommends to Council that Kirsten Johnsen be appointed to the TN Treaty Implementation Committee for a term ending October 2027.

YES: 2
NO: 0 Motion Carried

ACTION ITEM:

- Law Clerk to bring recommendation to future Council Meeting.

THAT Council resolve to receive the recommendation from the TN Treaty Implementation Committee and appoint Kirsten Johnsen to the TN Treaty Implementation Committee for the remainder of the term.

c) Request for Decision — Kirsten Johnsen

i) Introduction and 1st Reading of the Government Personnel Act Amendment Act

(1) BN p 120

(2) Draft Government Personnel Act Amendment Act p 122

(3) Government Personnel Act with Tracked Changes p 133

THAT the Government Personnel Act Amendment Act be introduced to the Council for first reading.

ii) 2nd Reading of the Government Personnel Act Amendment Act

THAT Council resolve to waive the requirement for 24 hours between first and second reading regarding the Government Personnel Act Amendment Act.

THAT Council resolve to adopt in principle the Government Personnel Act Amendment Act and it be referred to the Council committee of the whole for detailed consideration.

d) Request for Decision

i) Federal Funding Agreement - Other No. 2627-BC-000053 p 162 — Robyn Rea

THAT Council approve the Federal Funding Agreement - Other No. 2627-BC-000053 and authorize all members of Council to provide the minimum of three required live signatures on behalf of Toquaht Nation.

3) INFORMATION FOR RECEIPT

4) CORRESPONDANCE FOR RECEIPT

a) Qacca Settlement Trust Financial Statements 2026-03-31 p 197

THAT Council receive the Qacca Settlement Trust Financial Statements 2026-03-31.

5) QUARTERLY DEPARTMENT REPORTS

6) REPORTS & DRAFT MINUTES

7) LATE ADDITIONS

Additions/deletions

-

Adjourn meeting

Council

Tuesday June 25th, 2026
Meeting by Zoom
DRAFT Meeting Minutes

Present: Kirsten Johnsen, Anne Mack, Kevin Mack, Noah Plonka, Lisa Morgan
Absent: n/a
Chair: Kirsten Johnsen
Recorder: Lisa Strerath

Quorum was present throughout the meeting

Convened 2:02 p.m.

Agenda adopted by consensus
Minutes from May 20th, 2026 approved by consensus

STARTS CM00753

1) **PETITIONS, DELEGATIONS & PRESENTATIONS**
2) **REQUEST FOR DECISION AND LEGISLATION**
   - **a)** 3rd Reading of Economic Development Act TNS 4/2026
     - **i)** Email
     - **ii)** Draft Act (mark up)
     - **iii)** Draft Act (clean)

From the June 11th, 2026 Council Committee of the Whole Meeting
MOVED: Noah Plonka SECONDED: Anne Mack
THAT the Council Committee of the Whole recommend the Economic Development Act, TNS 4/2026, as amended by the Committee, to Council for enactment.
YES: 3
NO: 0 Motion Carried

CM00753 MOVED: Noah Plonka SECONDED: Lisa Morgan
THAT Council receive the recommendation from the June 11th, 2026, Council – Committee of the Whole and resolve to enact the Economic Development Act in the form now laid before them as TNS 4/2026 of the Toquaht Nation.

YES: 5
NO: 0 Motion Carried

ACTION ITEM:
- Law Clerk to forward enacted Economic Development Act to EDO

- **b)** 3rd Reading of Business Development Act TNS 5/2026
  - **i)** Email
  - **ii)** Draft Act (mark up)
  - **iii)** Draft Act (clean)

From the June 11th, 2026 Council Committee of the Whole Meeting
MOVED: Noah Plonka SECONDED: Anne Mack
THAT the Council Committee of the Whole recommend the Business Development Act, TNS 5/2026, as amended by the Committee, to Council for enactment.
YES: 3
NO: 0 Motion Carried

CM00754 MOVED: Kevin Mack SECONDED: Anne Mack
THAT Council receive the recommendation from the June 11th, 2026 Council – Committee of the Whole and resolve to enact the Business Development Act in the form now laid before them as TNS 5/2026 of the Toquaht Nation.

YES: 5
NO: 0 Motion Carried

ACTION ITEM:
- Law Clerk to forward enacted Business Development Act to EDO

c) Request for Decision

i) Fourth Quarter Internal Financial Statements, March 31st, 2026

ii) Recommendation from the June 19th, 2026 Finance Committee Meeting

From the June 19th, 2026 Finance Committee Meeting
MOVED: Gary Johnsen SECONDED: Gale Johnsen
THAT the Toquaht Standing Committee on Finance approve the Toquaht Nation 4th Quarter Financial Report for 2025/26 and recommend them to Council as presented by the Director of Finance.
YES: 3
NO: 0 Motion Carried

CM00755 MOVED: Anne Mack SECONDED: Lisa Morgan
THAT Council resolve to receive the recommendation from the June 19th, 2026 Standing Committee on Finance and approve the Toquaht Nation 4th Quarter Internal Financial Statements, March 31, 2026.

YES: 5
NO: 0 Motion Carried

3) INFORMATION FOR RECEIPT or DISCUSSION
4) CORRESPONDANCE FOR RECEIPT
5) QUARTERLY DEPARTMENT REPORTS
6) REPORTS & DRAFT MINUTES
7) LATE ADDITIONS
Additions/Deletions

Adjourned at 2:29 p.m.

Minutes prepared by L. Strerath
Law Clerk

Date

TOQUAHT NATION

CONSOLIDATED FINANCIAL STATEMENTS

March 31, 2026

TOQUAHT NATION

CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

Page

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

INDEPENDENT AUDITORS' REPORT

FINANCIAL STATEMENTS

Consolidated Statement of Financial Position 1
Consolidated Statement of Remeasurement Gains and Losses 2
Consolidated Statement of Change in Net Financial Assets 3
Consolidated Statement of Operations and Accumulated Surplus 4
Consolidated Statement of Cash Flows 5
Notes to Consolidated Financial Statements 6

TOQUAHT NATION

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING
March 31, 2026

The accompanying consolidated financial statements of Toquaht Nation are the responsibility of management and have been approved by Council.

The consolidated financial statements have been prepared by management in accordance with Canadian public sector accounting standards. Financial statements are not precise since they include certain amounts based on estimates and judgement. When alternative accounting methods exist, management has chosen those it deems most appropriate in the circumstances, in order to ensure that the consolidated financial statements are presented fairly, in all material respects.

Management is responsible for the integrity and objectivity of these statements and for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

The Council is responsible for ensuring that management fulfills its responsibilities for financial reporting and internal control and is ultimately responsible for reviewing and approving the consolidated financial statements.

The Council meets periodically with management, as well as the external auditors, to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, to satisfy themselves that each party is properly discharging their responsibilities, and to review the consolidated financial statements and the external auditors' report.

The external auditors, Reid Hurst Nagy Inc., conduct an independent examination, in accordance with Canadian auditing standards, and express their opinion on the consolidated financial statements. The external auditors have full and free access to financial management of Toquaht Nation and meet when required.

On behalf of Toquaht Nation:

_____ _____
Chief Anne Mack Date

_____ _____
Kirsten Johnsen (Chairperson of Council) Date

_____ _____
Trudy Warner (Director of Operations) Date

Independent Auditors' Report

To the Members of
Toquaht Nation

Opinion
We have audited the consolidated financial statements of Toquaht Nation, which comprise the consolidated statement of financial position as at March 31, 2026, and the consolidated statements of operations and accumulated surplus, remeasurement gains and losses, change in net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Nation as at March 31, 2026, and the results of its consolidated operations, its remeasurement gains and losses, its changes in its consolidated net financial assets, and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards ("PSAS").

Basis for Opinion
We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Nation in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with PSAS, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Nation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Nation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Nation's financial reporting process.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Nation's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Nation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Nation to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

REID HURST NAGY INC.
CHARTERED PROFESSIONAL ACCOUNTANTS
RICHMOND, B.C.
JULY 28, 2026

TOQUAHT NATION

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at March 31	2026	2025
FINANCIAL ASSETS		
Cash and equivalents (Note 3)	**$ 28,967,114**	$ 32,090,013
Restricted cash (Note 4)	**181,945**	32,787
Accounts receivable (Note 5)	**8,084,273**	1,536,355
Advances to related parties (Note 6)	**767,747**	724,933
Investment in government businesses (Note 7)	**16,359,293**	16,023,801
Implementation funds (Note 9)	**6,613,515**	5,910,922
	60,973,887	56,318,811
LIABILITIES		
Accounts payable (Note 10)	**2,890,692**	4,012,331
Loans payable (Note 11)	**12,792,700**	5,720,811
Deferred revenue (Note 11)	**17,154,339**	10,714,710
Children's fund (Note 4)	**550,075**	260,830
	33,387,806	20,708,682
NET FINANCIAL ASSETS	**27,586,081**	35,610,129
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 13)	**64,242,936**	52,311,141
Prepaid expenses	**117,823**	297,340
	64,360,759	52,608,481
ACCUMULATED SURPLUS	**$ 91,946,840**	$ 88,218,610
ACCUMULATED SURPLUS CONSISTS OF		
Accumulated operating surplus	**90,986,038**	87,734,701
Accumulated remeasurement gains at end of year	**960,802**	483,909
ACCUMULATED SURPLUS	**91,946,840**	88,218,610

Qacca Settlement Trust (Note 14)

APPROVED ON BEHALF OF THE TOQUAHT NATION

_____, **Chief Anne Mack**

_____, **Kirsten Johnsen (Chairperson of Council)**

_____, **Trudy Warner (Director of Operations)**

TOQUAHT NATION

CONSOLIDATED STATEMENT OF REMEASUREMENT GAINS AND LOSSES

For the year ended March 31	2026	2025
ACCUMULATED REMEASUREMENT GAINS AT BEGINNING OF YEAR	**$ 483,909**	$ 294,698
UNREALIZED GAINS ATTRIBUTABLE TO:		
Implementation Fund	**476,893**	189,211
NET REMEASUREMENT GAINS	**476,893**	189,211
ACCUMULATED REMEASUREMENT GAINS AT END OF YEAR	**$ 960,802**	$ 483,909

TOQUAHT NATION

CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
ANNUAL SURPLUS	$ (16,080,420)	**$ 3,251,337**	$ 6,442,841
Acquisition of tangible capital assets	-	**(13,563,595)**	(11,843,053)
Amortization of tangible capital assets	-	**1,631,800**	697,445
	-	**(11,931,795)**	(11,145,608)
Acquisition of prepaid asset	179,517	**(117,823)**	(297,340)
Use of prepaid asset	-	**297,340**	18,649
	179,517	**179,517**	(278,691)
Remeasurement gains	**-**	**476,893**	189,211
DECREASE IN NET FINANCIAL ASSETS	(15,900,903)	**(8,024,048)**	(4,792,247)
NET FINANCIAL ASSETS AT BEGINNING OF YEAR	-	**35,610,129**	40,402,376
NET FINANCIAL ASSETS AT END OF YEAR	$ -	**$ 27,586,081**	$ 35,610,129

TOQUAHT NATION

CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget (Note 20)	2026 Actual	2025 Actual
REVENUE			
Federal Government:			
Indigenous Services Canada	$ 8,476,760	**$ 14,984,163**	$ 8,513,251
Province of B.C.	1,234,870	**1,317,210**	1,450,761
Interest income	1,170,780	**1,208,626**	2,253,171
Maa-nulth Treaty Society	94,000	**346,507**	255,804
New Relationship Trust	260,000	**260,000**	354,975
Nuu-chah-nulth Tribal Council	159,393	**233,201**	252,192
Rental income	110,436	**124,288**	98,379
First Nation Health Authority	129,379	**63,285**	60,085
First Nation Education Steering Committee	57,727	**58,082**	49,037
Recoveries and other income	-	**42,814**	65,705
Natural resource revenue	9,600	**41,328**	7,150
Share of net income (loss) of government businesses	-	**335,491**	(13,269)
Department of Fisheries and Oceans	371,642	**-**	1,419,224
Government of Canada	-	**-**	100,000
First Peoples' Heritage	-	**-**	50,000
Other	809,035	**1,004,315**	661,685
Transfer to/from deferred revenue	1,121,652	**(6,439,329)**	(1,597,898)
	14,005,274	**13,579,981**	13,980,252
EXPENSES			
Administration Department	8,488,980	**4,671,716**	3,349,551
Community Services Department	2,097,038	**1,186,530**	1,028,698
Lands and Resources	2,785,519	**1,299,586**	1,422,360
Assets and Public Works	1,734,288	**1,007,075**	664,236
Capital Projects	14,440,000	**232,901**	270,997
Additional Funded Projects and Grants	539,869	**299,036**	104,124
General Surplus	-	**-**	-
Enterprise Fund	-	**-**	-
Capital Fund	-	**1,631,800**	697,445
	30,085,694	**10,328,644**	7,537,411
ANNUAL SURPLUS	(16,080,420)	**3,251,337**	6,442,841
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**87,734,701**	81,291,860
ACCUMULATED SURPLUS AT END OF YEAR	$ (16,080,420)	**$ 90,986,038**	$ 87,734,701

TOQUAHT NATION

CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended March 31, 2026	2026	2025
OPERATING ACTIVITIES		
ANNUAL SURPLUS	**$ 3,251,337**	$ 6,442,841
Items not affecting cash		
Amortization of tangible capital assets	**1,631,800**	697,445
Share of income from government businesses	**(335,491)**	13,269
Income from Implementation funds	**(225,699)**	(247,974)
	4,321,947	6,905,581
Change in non-cash operating working capital		
Accounts receivable	**(6,547,918)**	1,221,007
Advances from related parties	**(42,814)**	(65,683)
Prepaid expenses	**179,517**	(278,691)
Accounts payable	**(1,121,641)**	1,710,118
Deferred revenue	**6,439,629**	1,597,897
Children's fund	**289,245**	114,419
	3,517,965	11,204,648
CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	**(13,563,595)**	(11,843,053)
FINANCING ACTIVITIES		
Proceeds from long-term debt	**7,337,674**	-
Repayment of long-term debt	**(265,785)**	(508,812)
	7,071,889	(508,812)
INVESTING ACTIVITIES		
Change in restricted cash	**(149,158)**	34,309
DECREASE IN CASH AND CASH EQUIVALENTS	**(3,122,899)**	(1,112,908)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	**32,090,013**	33,202,921
CASH AND CASH EQUIVALENTS, END OF YEAR	**$ 28,967,114**	$ 32,090,013
SUPPLEMENTARY INFORMATION		
Interest paid	**$ 314,311**	$ 386,885

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

These financial statements are prepared in accordance with Canadian public sector accounting standards for governments as recommended by the Public Sector Accounting Board of the CPA Canada.

(a) Reporting Entity

Toquaht Nation reporting entity includes the Toquaht Nation government and all related entities that are controlled by the Nation.

(b) Revenue Recognition

Revenues are recognized in the period in which the transactions or events occurred that gave rise to the revenues. All revenues are recorded on an accrual basis, except when the accruals cannot be determined with a reasonable degree of certainty or when their estimation is impracticable.

Government transfers are recognized as revenues when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

Contributions from other sources are deferred when restrictions are placed on their use by the contributor or by way of the Budget Act for the fiscal year, and are recognized as revenue when used for the specific purpose.

Revenue related to fees or services received in advance of the fee being earned or the service is performed is deferred and recognized when the fee is earned or service performed.

(c) Fund Accounting

Toquaht Nation maintains the following funds as part of its operations:

- The Operating Fund which reports the general activities of the Nation administration, the operating fund includes Administration Department, Community Services Department, Lands and Resources Department, Assets and Public Works Department, Capital Projects Department and Additional Funded Projects and Grants.
- The Capital Fund which reports the tangible capital assets of the Nation not included in other funds, together with their related activities.
- The Enterprise Fund which reports the Nation's investment in self-supporting commercial entities.

(d) Principles of Consolidation

All controlled entities are fully consolidated on a line-by-line basis except for the commercial enterprises which meet the definition of government business enterprise or government business partnership, which are included in the Consolidated Statements on a modified equity basis. Inter-organizational balances and transactions are eliminated upon consolidation.

Under the modified equity method of accounting, only Toquaht Nation's investment in the government businesses and the businesses' net income and other changes in equity are recorded. No adjustment is made for accounting policies of the business that are different from those of Toquaht Nation.

There are no organizations fully consolidated in Toquaht Nation's financial statements.

Organizations accounted for on a modified equity basis include:
1. Hayu Fishing Ltd. (25% ownership)
2. Toquaht Holdings Limited Partnership (99.9% limited partner)
3. Toquaht Holdings Ltd. (100% ownership)

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES, continued

(e) Financial instruments

Measurement of financial instruments
The Nation initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Nation subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income in the period incurred.

Financial assets measured at amortized cost on a straight line basis include cash, accounts receivable and advances to related parties.

Financial liabilities measured at amortized cost on a straight-line basis include accounts payable, notes payable, government remittance payable, amounts due to/from related parties.

Financial assets measured at fair value include Implementation Funds.

Impairment
For financial assets measured at cost or amortized cost, the Nation determines whether there are indications of possible impairment. When there is an indication of impairment, and the partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income.

Transaction costs
Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income over the life of the instrument using the straight-line method.

(f) Asset classification

Assets are classified as either financial or non-financial. Financial assets are assets that could be used to discharge existing liabilities or to finance future operations. Non-financial assets are acquired, constructed or developed assets that do not provide resources to discharge existing liabilities but are employed to deliver government services, may be consumed in normal operations and are not for resale. Non-financial assets include tangible assets, prepaid expenses.

(g) Use of Estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Management estimates include accounts receivable collectability, tangible capital asset useful life, and accrued expenses. Actual results could differ from those estimates.

(h) Segments

The Nation conducts its business through reportable segments. These operating segments are established by senior management to facilitate the achievement of the Nation's long-term objectives, aid in resource allocation decisions, and to assess operational performance. For each reported segment, revenues and expenses represent both amounts that are directly attributed to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES, continued

(i) Cash

Cash and cash equivalents include cash on hand and investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, net of bank overdrafts.

(j) Portfolio Investments

Portfolio investments are recorded at fair value with adjustments to fair value recognized in the statement of remeasurement gains (losses) annually.

(k) Tangible Capital Assets

Tangible capital assets are recorded at cost, which includes amounts that are directly related to the acquisition, design, construction, development, improvement or betterment of the assets. Cost includes overhead directly attributable to construction and development, as well as interest costs that are directly attributable to the acquisition or construction of the asset.

Leases that transfer substantially all the benefits and risks of ownership to the lessee are recorded as capital leases. Accordingly, at the inception of the leases, the tangible capital asset and related lease obligations are recorded at an amount equal to the present value of future lease payments discounted at the lower of the interest rate inherent in the lease contracts and Toquaht Nation's incremental cost of borrowing.

Amortization is provided for on a straight-line basis over their estimated useful lives as follows:

Automotive	5 years	Straight line
Buildings	25 years	Straight line
Community Infrastructure	50 years	Straight line
Computer Equipment	4 years	Straight line
Computer Software	4 years	Straight line
Equipment	10 years	Straight line
Marine equipment	10 years	Straight line
Marina	25 years	Straight line
Housing	25 years	Straight line
Roads	40 years	Straight line
Forestry Road Gate	20 years	Straight line

Tangible capital assets are written down when conditions indicate that they no longer contribute to Toquaht Nation's ability to provide goods and services, or when the value of future economic benefits associated with the tangible capital assets are less than their net book value. The net write-downs are accounted for as expenses in the consolidated statement of operations.

Contributed tangible capital assets are recorded into revenues at their fair value on the date of donation, except in circumstances where fair value cannot be reasonably determined, in which case they are recognized at nominal value. Transfers of capital assets from related parties are recorded at carrying value.

Certain assets which have historical or cultural value, including works of art, historical documents and historical and cultural artifacts, are not recognized as tangible capital assets. Assets under construction are not amortized until the asset is available to be put into service.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES, continued

(l) Liability for contaminated sites

A liability for contaminated sites is recognized when a site is not in productive use and the following criteria are met:

(i) an environmental standard exists;

(ii) contamination exceeds the environmental standard;

(iii) Toquaht is directly responsible or accepts responsibility

(iv) it is expected that future economic benefits will be given up; and

(v) a reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.

As at March 31, 2025 and 2026, no liability for contaminated sites has been recorded.

(m) Asset retirement obligation

A liability for an asset retirement obligation is recognized at the best estimate of the amount required to retire a tangible capital asset (or a component thereof) at the financial statement date when there is a legal obligation for the Nation to incur retirement costs in relation to a tangible capital asset (or component thereof), the past transaction or event giving rise to the liability has occurred, it is expected that future economic benefits will be given up, and a reasonable estimate of the amount can be made.

The best estimate of the liability includes all costs directly attributable to asset retirement activities, based on information available at March 31, 2026. The best estimate of an asset retirement obligation incorporates a present value technique, when the cash flows required to settle or otherwise extinguish an asset retirement obligation are expected to occur over extended future periods.

When a liability for an asset retirement obligation is initially recognized, a corresponding asset retirement cost is capitalized to the carrying amount of the related tangible capital asset (or component thereof). The asset retirement cost is amortized over the useful life of the related asset.

At each financial reporting date, the Nation reviews the carrying amount of the liability. The Nation recognizes period-to-period changes to the liability due to the passage of time as accretion expense. Changes to the liability arising from revisions to either the timing, the amount of the original estimate of undiscounted cash flows or the discount rate are recognized as an increase or decrease to the carrying amount of the related tangible capital asset.

The Nation continues to recognize the liability until it is settled or otherwise extinguished. Disbursements made to settle the liability are deducted from the reported liability when they are made.

As at March 31, 2026, the Nation has not identified any asset retirement obligations, therefore no liability has been recorded.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

2. FUTURE CHANGES IN ACCOUNTING STANDARDS

The Public Sector Accounting Board (PSAB) has issued Section PS 1202, Financial Statement Presentation, which is effective for fiscal years beginning on or after April 1, 2026. The First Nation will adopt this standard for its fiscal year ending March 31, 2027.

Section PS 1202 establishes new requirements for the presentation of financial statements and introduces changes to the format and organization of the primary financial statements and certain terminology used throughout the financial statements. The standard is intended to improve the presentation of financial information and align the financial statement presentation with the revised PSAB Conceptual Framework. Notable changes to the statements include:

1. Statement of Financial Position - reordered format presenting assets, then liabilities followed by net asset or net liabilities with an embedded calculation of net financial assets or liabilities (formerly referred to as "net debt")
2. Statement of Net Financial Assets/Liabilities replacing the Statement of Changes in Net debt
3. Statement of Remeasurement Gains/Losses is replaced with a the Statement of Changes in Net Assets/Liabilities

These changes will impact the presentation of information on the financial statements only and will not change historical standards of measurement.

3. BANK OVERDRAFT

The Nation has an authorized overdraft limit of $300,000 with the Bank of Montreal. At the year end, no amount of the overdraft had been accessed.

4. CHILDREN'S FUND

Funds segregated represent accrued distributions for Toquaht citizens under the age of 18. Interest is accrued on these funds at the same rate as the Nation earns on its deposits with the Bank of Montreal. Funds are paid out to the beneficiaries once they reach age 18.

5. ACCOUNTS RECEIVABLE

	2026	2025
Trade receivables	**$ 1,131,467**	$ 507,546
GST/PST receivable	**984,971**	897,282
Indigenous Services Canada	**5,956,496**	70,174
Province of BC	**-**	50,000
FNESC	**11,339**	11,353
	$ 8,084,273	$ 1,536,355

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

6. ADVANCES TO(FROM) RELATED PARTIES

	2026	2025
Toquaht Forestry Limited Partnership	**$ 76,185**	$ 33,371
Toquaht Holdings Limited Partnership	**409,996**	409,996
Toquaht Marina and Campground Limited Partnership	**183,519**	183,519
Toquaht Management Limited Partnership	**98,047**	98,047
	$ 767,747	$ 724,933

The remaining advances receivable (payable) are unsecured, non-interest bearing with no specific terms of repayments.

7. INVESTMENT IN GOVERNMENT BUSINESSES

	2026	2025
Investment in BC FN Gaming Limited Partnership	**$ 110**	$ 110
Shares in Ucluelet Cooperative Association	**1,200**	1,200
Investment in Toquaht Holdings Limited Partnership	**16,358,580**	16,023,088
Investment in Hayu Fishing Ltd.	**(597)**	(597)
	$ 16,359,293	$ 16,023,801

The investment in Ucluelet Co-operation consists of the Toquaht Nation's equity investment as a member of the Co-op.

Toquaht Nation owns 25% of Hayu Fishing Ltd., the general partner in Hayu Fishing Limited Partnership. The investment represents the Toquaht Nation's equity in the corporation including share capital and accumulated income or loss.

Toquaht Nation is the Limited Partner of Toquaht Holdings Limited Partnership, representing an interest in the partnership of 99.9%. The investment represents the Toquaht Nation's accumulated equity position in the limited partnership.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

8. INVESTMENT IN GOVERNMENT BUSINESSES

Commercial enterprises are those organizations that meet the definition of government business enterprises or partnerships as described by the Public Sector Accounting Board of CPA Canada. Government business enterprises have the power to contract in their own name, have the financial and operating authority to carry on a business, sell goods and services to customers outside the Nation government as their principal activity, and that can, in the normal course of their operations, maintain operations and meet liabilities from revenues received from outside the Nation government.

- Toquaht Holdings Limited Partnership
- Toquaht Holdings Ltd.

	Toquaht Holdings Limited Partnership	Toquaht Holdings Ltd.	2026 Total	2025 Total
Cash	$ 3,820,627	$ -	**$ 3,820,627**	$ 3,650,629
Investments	12,951,317	1,174	**12,952,491**	12,603,127
Due from related parties	-	-	**-**	670,621
Other assets	3,548	-	**3,548**	3,538
Total assets	$ 16,775,492	$ 1,174	**$ 16,776,666**	$ 16,927,915
Accounts payable	$ 5,000	$ 1,522	**$ 6,522**	$ 6,522
Due from related parties	409,996	9	**410,005**	896,780
Total liabilities	414,996	1,531	**416,527**	903,302
General partner equity	1,529	**-**	**1,529**	1,525
Equity	16,358,937	(357)	**16,358,580**	16,023,088
Total equity	16,360,466	(357)	**16,360,109**	16,024,613
Total liabilities and equity	$ 16,775,462	$ 1,174	**$ 16,776,636**	$ 16,927,915

	Toquaht Holdings Limited Partnership	Toquaht Holdings Ltd.	2026 Total	2025 Total
Revenue	$ 349,768	$ -	**$ 349,768**	$ 180,172
Expenses	14,223	-	**14,223**	12,954
Loss from subsidiaries	-	20	**20**	180,352
Total expenses	14,223	20	**14,243**	193,306
Net income	$ 335,545	$ (20)	**$ 335,525**	$ (13,134)

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

9. IMPLEMENTATION FUNDS

		2026		2025
Investment in Implementation Fund	**$**	**6,613,515**	$	5,910,922

The Implementation Fund investment consists of portfolio funds invested with Leith Wheeler Investment Counsel Ltd. Implementation funding is a result of the Treaty implemented with the federal government and payments totaling $4,580,143 were to be made over eight year period which commenced April 1, 2011. Investment income earned is to be used to fund the ongoing costs of governance in perpetuity.

10. ACCOUNTS PAYABLE

		2026		2025
Trade payables	**$**	**2,596,550**	$	3,822,630
Wages payable		**224,693**		157,829
Employee remittances payable		**27,091**		21,157
Employer health tax payable		**42,358**		10,715
	$	**2,890,692**	$	4,012,331

11. LOANS PAYABLE

		2026		2025
Bank of Montreal, demand loan interest only at prime rate plus 0.50% per annum, maturing November 1, 2027, authorized to a limit of $16,944,288.	**$**	**7,337,674**	$	-
Bank of Montreal, demand loan repayable at $16,266 per month at prime rate plus 0.5% per annum, maturing February 1, 2027.		**758,244**		-
Bank of Montreal, closed term loan repayable at $6,474 per month at a fixed rate of 5.45% per annum, matured during the year.		**-**		404,191
Bank of Montreal, closed term loan repayable at $7,677 per month at a fixed rate of 5.45% per annum, matured during the year.		**-**		479,281
Bank of Montreal, closed term loan loan repayable at $23,381 per month at a fixed rate of rate plus 3.70% per annum, maturing on February 1, 2027.		**4,696,782**		4,837,339
	$	**12,792,700**	$	5,720,811

All loans are scheduled for renewal of terms in Februrary 2027, therefore the entire amount of loans payable is considered current until such a time as terms are renewed.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

12. DEFERRED REVENUE

	March 31, 2025	Funding received, 2026	Revenue recognized, 2026	March 31, 2026
ISC - Fixed QZ9P	$ 2,975	$ 54,042	$ -	**$ 57,017**
ISC - Deekyakus	6,786	-	-	**6,786**
ISC - EMAP	-	18,528	-	**18,528**
ISC - Housing (B21/22)	1,575,104	921,489	-	**2,496,593**
ISC - CFS Prevention (Q2C3)	75,974	212,923	-	**288,897**
ISC - Tsunami	32,060	-	-	**32,060**
ISC - Bill C92	41,056	126,694	-	**167,750**
ISC - ICMS CFS Housing O&M (QA1V)	72,422	74,378	-	**146,800**
ISC - B24 Housing	-	59,032	-	**59,032**
ISC - Sec 38 (Q3AV)	-	4,978,059	-	**4,978,059**
BC First Nation Gaming Revenue	1,736,831	267,371	(2,000,000)	**4,202**
Clayoquot Biosphere Trust	74,000	15,000	(36,841)	**52,159**
Department of Fisheries and Oceans	27,500	-	(2,263)	**25,237**
Department of Finance Canada - TMX	95,000	-	-	**95,000**
First Nation Education Steering Committee	91,217	-	(2,195)	**89,022**
First Nation Emergency Services	-	68,024	-	**68,024**
First Nation Health Authority	100,982	60,085	-	**161,067**
First Peoples Heritage	50,000	-	-	**50,000**
Government of Canada - MSETS	6,915	40,519	-	**47,434**
New Relationship Trust	409,905	17,330	-	**427,235**
NTC - CFS Prevention	214,294	64,192	-	**278,486**
UBCM	-	54,114	-	**54,114**
Parks Canada	100,000	160,000	-	**260,000**
ICWSS	1,000,000	-	(271,642)	**728,358**
Other	18,800	300	-	**19,100**
	5,731,821	7,192,080	(2,312,941)	**10,610,960**
Provincial Government				
Province of BC	-	30,000	-	**30,000**
Province of BC - Climate Action Plan	80,164	-	-	**80,164**
Province of BC - MRR	201,848	-	(201,848)	**-**
Province of BC - FFA	764,324	636,512	-	**1,400,836**
Province of BC - Early Learning and Child Care	123,993	-	-	**123,993**
Province of BC - Emergency & Disaster Management Act	45,500	35,500	-	**81,000**
Province of BC - Old Growth Capacity Funding	35,000	-	-	**35,000**
	1,250,829	702,012	(201,848)	**1,750,993**
Funded Reserve				
Life-Cycle Infrastructure Fund	3,224,557	1,129,387	-	**4,353,944**
TN Replacement Reserve	507,503	-	(69,061)	**438,442**
	3,732,060	1,129,387	(69,061)	**4,792,386**
	$ 10,714,710	$ 9,023,479	$ (2,583,850)	**$ 17,154,339**

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

13. TANGIBLE CAPITAL ASSETS

	Cost			Accumulated amortization			
	Balance, beginning of year	**Additions**	**Balance, end of year**	**Balance, beginning of year**	**Amortization**	**Balance, end of year**	**2026 net book value**
Land	$ 6,253,622	$ -	$ 6,253,622	$ -	$ -	$ -	$ 6,253,622
Automotive	639,510	-	639,510	250,997	120,263	371,260	268,250
Buildings	11,473,934	10,120,964	21,594,898	439,037	265,458	704,495	20,890,403
Community Infrastructure	14,607,975	481,727	15,089,702	1,133,283	297,428	1,430,711	13,658,991
Computer Equipment	192,398	48,966	241,364	132,663	21,634	154,297	87,067
Equipment	2,099,815	75,950	2,175,765	386,244	181,260	567,504	1,608,261
Marine equipment	493,968	11,574	505,542	123,138	48,198	171,336	334,206
Marina	4,041,065	-	4,041,065	762,864	161,642	924,506	3,116,559
Housing	3,097,175	-	3,097,175	250,180	118,287	368,467	2,728,708
Roads	13,866,283	2,824,413	16,690,696	998,999	415,755	1,414,754	15,275,942
Forestry Road Gate	37,479	-	37,479	14,678	1,874	16,552	20,927
	$ 56,803,224	$ 13,563,594	$ 70,366,818	$ 4,492,083	$ 1,631,799	$ 6,123,882	$ 64,242,936

	Cost			Accumulated amortization			
	Balance, beginning of year	**Additions**	**Balance, end of year**	**Balance, beginning of year**	**Amortization**	**Balance, end of year**	**2025 Net book value**
Land	$ 6,253,622	$ -	$ 6,253,622	$ -	$ -	$ -	$ 6,253,622
Automotive	320,620	318,890	639,510	146,835	104,162	250,997	388,513
Buildings	7,644,358	3,829,576	11,473,934	269,289	169,748	439,037	11,034,897
Community Infrastructure	13,027,633	1,580,342	14,607,975	1,016,477	116,806	1,133,283	13,474,692
Computer Equipment	160,370	32,028	192,398	117,748	14,915	132,663	59,735
Equipment	768,685	1,331,130	2,099,815	357,747	28,497	386,244	1,713,571
Marine equipment	423,549	70,419	493,968	82,565	40,573	123,138	370,830
Marina	4,017,245	23,820	4,041,065	602,174	160,690	762,864	3,278,201
Housing	3,033,609	63,566	3,097,175	250,180	-	250,180	2,846,995
Roads	9,273,001	4,593,282	13,866,283	938,819	60,180	998,999	12,867,284
Forestry Road Gate	37,479	-	37,479	12,804	1,874	14,678	22,801
	$ 44,960,171	$ 11,843,053	$ 56,803,224	$ 3,794,638	$ 697,445	$ 4,492,083	$ 52,311,141

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

14. QACCA SETTLEMENT TRUST

The Qacca Settlement Trust was established by the Toquaht Nation, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nation and Uchucklesaht Tribe to hold, protect and nurture capital transfers and resource revenue derived from the Maa-nulth Final Agreement for the benefit of the beneficiaries. Toquaht Nation along with the aforementioned Nations are named the beneficiaries of the Qacca Settlement Trust. The trust is administered by appointed trustees, who are obligated to carry out their duties as provided in the trust agreement and to ensure that the purposes of which the trust are created are being met. Two of six trustees are appointed by and will represent the Toquaht Nation.

The Qacca Settlement Trust agreement indicates the legal rights in the settled trust property vests in the trustees. The trust property is accessible to the Toquaht Nation by directing the trustees with anticipated amount, timing, terms and conditions, and certifying that the distribution is for community benefit.

The Toquaht Nation's available property in the Qacca Settlement Trust is not recognized on the consolidated statement of financial position. For the annual period ending December 31, 2025 the Toquaht Nation's available trust property is as follows:

		2025		2024
Equity - previous year	**$**	**9,266,077**	$	8,865,446
Excess of revenue over expenses.		**598,543**		400,631
Accumulated surplus	**$**	**9,864,620**	$	9,266,077

15. SEGMENTED INFORMATION

In accordance with Canadian public sector accounting standards, entries are made on consolidation to eliminate inter-departmental revenue and expenses as well as to offset items such as capital asset additions against the related expenditure and other equity adjustments. As such, there will be reporting differences between the financial statements and the supplementary information included in the Annex A report.

The following eliminating entries are reflected in the above figures:

Administration department: Expenses reduced by $28,552 for capital asset additions.

Lands department: Expenses reduced by $31,950 for capital asset additions

Assets and Public works deparment: Expenses reduced by $198,637 for capital asset additions

Capital Projects and Economic Development: Expenses reduced by $13,303,293 for capital asset additions.

Additional Funded Projects and Grants: Expenses reduced by $1,161 for capital asset additions.

Capital Fund: Capital Asset Acquisitions reduced by $13,563,593.

As previously discussed in note 2 (d) the Nation conducts its business through reportable segments as follows:

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

15. SEGMENTED INFORMATION, continued

	Administration Department			Community Services Department			Lands and Resources		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
Revenues									
Indigenous Services Canada	$ 2,952,534	$ 3,055,396	$ 2,836,011	$ 1,783,401	$ 2,210,668	$ 1,479,240	$ 645,486	$ 645,486	$ 716,258
Interest income	1,170,780	1,172,109	2,144,571	-	-	-	-	-	-
Province of B.C.	280,000	279,511	1,078,591	-	30,000	115,800	954,870	934,006	183,370
Department of fisheries and oceans	-	-	1,000,000	-	-	-	371,642	-	419,224
New Relationship Trust	260,000	260,000	260,000	-	-	-	-	-	-
Maa-nulth Treaty Society	94,000	336,507	255,804	-	10,000	-	-	-	-
Transfer to/from deferred revenue	2,773,831	1,642,729	(2,230,972)	76,347	(431,615)	(278,340)	211,500	(485,765)	204,878
Other revenue	51,200	106,280	111,668	192,290	315,243	362,878	326,036	436,833	520,823
Total revenue	7,582,345	6,852,532	5,455,673	2,052,038	2,134,296	1,679,578	2,509,534	1,530,560	2,044,553
Expenses									
Wages and benefits	1,494,258	1,314,849	849,947	642,000	430,079	346,276	520,981	517,595	379,450
Honoraria	484,244	416,921	387,938	10,500	-	-	2,400	-	-
Professional fees	2,187,503	994,412	944,278	111,147	41,801	16,976	215,000	21,693	330,420
Consultant fees	505,000	203,845	335,925	45,000	39,000	39,000	506,546	94,360	111,141
Sub-contract	1,000	440	-	40,000	22,809	12,128	218,600	119,187	44,879
Insurance and licence	95,000	114,112	92,907	-	-	-	3,900	484	5,002
Distribution to citizens	1,183,000	1,183,000	252,000	-	-	1,000	-	-	-
Other expenses	2,538,975	444,137	486,558	1,248,391	652,841	613,317	1,318,092	546,267	551,468
Total expenses	8,488,980	4,671,716	3,349,553	2,097,038	1,186,530	1,028,697	2,785,519	1,299,586	1,422,360
Annual surplus (deficit)	$ (906,635)	$ 2,180,816	$ 2,106,120	$ (45,000)	$ 947,766	$ 650,881	$ (275,985)	$ 230,974	$ 622,193

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

15. SEGMENTED INFORMATION, continued

	Assets and Public Works			Capital Projects			Additional Funded Projects and Grants		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
Revenues									
Indigenous Services Canada	$ 3,095,339	$ 3,258,036	$ 3,012,346	$ -	$ 5,658,460	$ 371,712	$ -	$ 127,924	$ 70,184
Interest income	-	34,552	105,710	-	-	-	-	1,965	2,890
Province of B.C.	-	-	-	-	-	-	-	45,500	45,500
New Relationship Trust	-	-	-	-	-	94,975	-	-	-
Transfer to/from deferred revenue	(2,030,026)	(1,838,999)	(1,542,613)	90,000	(4,978,059)	1,198,211	-	(347,620)	(244,961)
Other revenue	166,175	172,799	103,365	-	-	40,000	539,869	536,158	205,499
Total revenue	1,231,488	1,626,388	1,678,808	90,000	680,401	1,704,898	539,869	363,927	79,112
Expenses									
Wages and benefits	696,943	548,426	276,048	-	-	-	70,367	71,890	-
Honoraria	9,450	2,550	1,650	-	-	-	16,800	16,380	-
Professional fees	143,600	50,019	85,397	1,307,000	633,457	1,360,536	58,739	5,130	-
Consultant fees	-	2,651	50,100	266,050	178,263	156,106	192,984	140,500	-
Insurance and licence	9,910	18,466	2,082	53,000	185,257	14,065	-	-	-
Distribution to citizens	-	-	-	-	-	-	-	-	85,934
Other expenses	874,385	384,963	248,958	12,813,950	(764,076)	(1,259,710)	200,979	65,136	18,190
Total expenses	1,734,288	1,007,075	664,235	14,440,000	232,901	270,997	539,869	299,036	104,124
Annual surplus (deficit)	$ (502,800)	$ 619,313	$ 1,014,573	$ (14,350,000)	$ 447,500	$ 1,433,901	$ -	$ 64,891	$ (25,012)

	General Surplus			Enterprise Fund			Capital Fund		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
Revenues									
Indigenous Services Canada	$ -	$ 28,193	$ 27,500	$ -	$ -	$ -	$ -	$ -	$ -
Province of B.C.	-	28,193	27,500	-	-	-	-	-	-
Transfer to/from deferred revenue	-	-	1,295,899	-	-	-	-	-	-
Other revenue	-	-	-	-	335,491	(13,269)	-	-	-
Total revenue	-	56,386	1,350,899	-	335,491	(13,269)	-	-	-
Expenses									
Amortization	-	-	-	-	-	-	-	1,631,800	697,445
Total expenses	-	-	-	-	-	-	-	1,631,800	697,445
Annual surplus (deficit)	$ -	$ 56,386	$ 1,350,899	$ -	$ 335,491	$ (13,269)	$ -	$ (1,631,800)	$ (697,445)

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

15. SEGMENTED INFORMATION, continued

	Consolidated totals		
	2026 Budget	2026 Actual	2025 Actual
Revenues			
Indigenous Services Canada	$ 8,476,760	$ 14,984,163	$ 8,513,251
Interest income	1,170,780	1,208,626	2,253,171
Province of B.C.	1,234,870	1,317,210	1,450,761
Department of fisheries and oceans	371,642	-	1,419,224
New Relationship Trust	260,000	260,000	354,975
Maa-nulth Treaty Society	94,000	346,507	255,804
Transfer to/from deferred revenue	1,121,652	(6,439,329)	(1,597,898)
Other revenue	1,275,570	1,902,804	1,330,964
Total revenue	14,005,274	13,579,981	13,980,252
Expenses			
Wages and benefits	3,424,549	2,882,839	1,851,721
Honoraria	523,394	435,851	389,588
Professional fees	4,022,989	1,746,512	2,737,607
Consultant fees	1,515,580	658,619	692,272
Sub-contract	259,600	142,436	57,007
Insurance and licence	161,810	318,319	114,056
Amortization	-	1,631,800	697,445
Distribution to citizens	1,183,000	1,183,000	338,934
Other expenses	18,994,772	1,329,268	658,781
Total expenses	30,085,694	10,328,644	7,537,411
Annual surplus (deficit)	$ (16,080,420)	$ 3,251,337	$ 6,442,841

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

16. CONTINGENT LIABILITIES

a) Toquaht Nation has entered into contribution agreements with the Nuu-chah-nulth Tribal Council ("NTC") to purchase services in the area of health and Tlu-piich Games. The agreements require payments during the fiscal year based on estimated expenses. After the fiscal year end, the actual program revenue and expenses are compiled by NTC. Any program surplus could be required to be paid to NTC, in the event of a program deficit, the Nation could be refunded by NTC. Management was unable to determine program surplus or deficit amounts under these agreements. Therefore, any excess of shortfall will be recorded in the fiscal year in which it becomes known.

b) Toquaht Nation has entered into an agreement to guarantee mortgages of Citizens' residences on Treaty Settlement Lands. The total amount of guarantees allowed under the agreement with the Bank of Montreal is $1,000,000. Toquaht Nation On-Reserve Housing Loan Program has an outstanding loan granted for the amount of $166,923 as at May 15, 2026.

c) Treaty Settlement Lands known as the "campground lands" were found to be environmentally contaminated in 2013. The Toquaht Nation may carry some risk of liability associated with personal injury caused by the contamination during the time they operated a campground and marina. The liability, if any, was not determinable by management and no amount has been recorded in these financial statements.

d) Toquaht Nation has entered into an Indigenous Claims Loan Agreement for funding support on the negotiation of its claim related to the Chequis IR 3 - Fishing Interest - Reduction Claim.

17. ECONOMIC DEPENDENCE

Toquaht Nation receives a significant portion of its revenue pursuant to a fiscal finance agreement with the Federal Government through Indigenous Services Canada.

18. RELATED PARTY TRANSACTIONS

Included in these financial statements are revenue and expense amounts resulting from routine operating transactions conducted at prevailing market prices with various Toquaht Nation controlled departments, businesses and corporations to which the Nation is related. Expenses include $108,000 (2025: $108,000) rent charged by Toquaht Management Limited Partnership for the Nation's administration offices which are owned by the limited partnership and income includes $42,814 from Toquaht Forestry Limited Partnership (2025: $65,684).

19. COMPARATIVE AMOUNTS

Certain of the comparative amounts have been reclassified to conform with the presentation adopted in the current period.

20. BUDGETED FIGURES

Budgeted figures have been provided for comparison purposes and have been derived from the estimates approved by Council in the Budget Act. Public Sector Accounting Standards ("PSAS") do not recognize all items of the budget passed under the Budget Act. Notably, the reported budget deficit of $16,080,420 is different than the budget deficit of $0 passed in the Budget Act as the following items in the Budget Act are not recognized under PSAS:

1) Transfers from prior years' accumulated surplus accounts
2) Proceeds from debt issuance

When these additional items are applied, the budgeted surplus/deficit is $nil for the 2025/2026 fiscal year. PSAS requires a specific format of presenation and this is not indicative that the excluded items above are invalid budget inclusions.

TOQUAHT NATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2026

21. FINANCIAL INSTRUMENTS

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

Liquidity risk
The Nation does have a liquidity risk in the accounts payable and accruals of $2,890,692. Liquidity risk is the risk that the Nation cannot repay its obligations when they become due to its creditors. The Nation reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due; maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due. In the opinion of management the liquidity risk exposure to the Nation is low and is not material.

Credit risk
The Nation does have credit risk in accounts receivable of $8,084,273. Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss.The Nation reduces its exposure to credit risk by performing credit valuations on a regular basis; granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Nation maintains strict credit policies and limits in respect to counterparties. In the opinion of management the credit risk exposure to the Nation is low and is not material.

Interest rate risk
The Nation is exposed to interest rate risk due to the variable rate interest on their loans payable. Changes in the lending rates may cause fluctuations in cash flows and interest expense.

TOQUAHT NATION

COMPILED PROGRAM SCHEDULES

March 31, 2026

TOQUAHT NATION

COMPILED PROGRAM SCHEDULES
March 31, 2026

Page

COMPILATION ENGAGEMENT REPORT

SCHEDULES OF OPERATIONS AND ACCUMULATED SURPLUS BY PROGRAM

Summary Schedule of Operations and Accumulated Surplus by Program	2 - 5
Administration Department	6 - 18
Community Services Department	19 - 29
Lands and Resources	30 - 42
Assets and Public Works	43 - 55
Capital Projects	56 - 70
Additional Funded Projects and Grants	70 - 78
General Surplus	79
Enterprise Fund	80
Capital Fund	81

Compilation Engagement Report

To the Members of
Toquaht Nation

On the basis of information provided by management, we have compiled the compiled program schedules for the year ended March 31, 2026 and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

REID HURST NAGY INC.
CHARTERED PROFESSIONAL ACCOUNTANTS
RICHMOND, B.C.
JULY 28, 2026

TOQUAHT NATION

NOTE TO COMPILED PROGRAM SCHEDULES
March 31, 2026

1. BASIS OF ACCOUNTING

The basis of accounting applied in the preparation of the statement of financial position of Toquaht Nation as at March 31, 2026, and the statement of operations and accumulated surplus for the year then ended, is the historical cost basis and reflects cash transactions with the addition of the following:

1. Accounts receivable less an allowance for doubtful accounts
2. Accounts payable and accrued liabilities
3. Tangible capital assets amortized over their useful lives

TOQUAHT NATION

SUMMARY SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS BY PROGRAM

For the year ended March 31, 2026	Page	ISC Funds	Other Revenue	Total Revenue	Total Expenses	Other income	Surplus (Deficit)	Opening Accumulated Surplus (Accumulated Deficit)	Transfers	Closing Accumulated Surplus (Accumulated Deficit)
Administration Department										
Administration (9090)	6	$ 1,070,724	$ 823,694	$ 1,894,418	$ 2,849,114	$ -	$ (954,696)	$ -	$ 954,696	$ -
Records and Registries (9020)	7	168,014	-	168,014	92,772	-	75,242	-	(75,242)	-
Governance (9010)	8	737,310	22,534	759,844	563,040	-	196,804	-	(196,804)	-
Capacity Action Plan (9095)	9	65,000	-	65,000	20,759	-	44,241	-	(44,241)	-
Economic Development (1400)	10	234,771	-	234,771	32,250	-	202,521	-	(202,521)	-
Implementation (1135)	11	648,777	382,864	1,031,641	827,164	-	204,477	2,958,430	120,780	3,283,687
Treaty Implementation Investment Fund (1136)	12	-	365,616	365,616	19,137	-	346,479	5,775,070	(120,780)	6,000,769
Administrative Review Board (1137)	13	6,800	-	6,800	-	-	6,800	-	(6,800)	-
Deekyakus Specific Claims (1125)	14	-	-	-	-	-	-	5,000,000	(3,910,000)	1,090,000
NRT Declaration Act (8150)	15	-	256,470	256,470	256,470	-	-	-	-	-
Ma Mook Natural Resources (9005)	16	46,500	-	46,500	16,104	-	30,396	-	(30,396)	-
BC First Nations Gaming Revenue Sharing (9030)	17	-	2,000,000	2,000,000	-	-	2,000,000	-	(2,000,000)	-
Specific Claims - Maggie Lake/River (1122)	18	77,500	(54,042)	23,458	23,458	-	-	-	-	-
		3,055,396	3,797,136	6,852,532	4,700,268	-	2,152,264	13,733,500	(5,511,308)	10,374,456

TOQUAHT NATION

SUMMARY SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS BY PROGRAM, continued

For the year ended March 31, 2026	Page	ISC Funds	Other Revenue	Total Revenue	Total Expenses	Other income	Surplus (Deficit)	Opening Accumulated Surplus (Accumulated Deficit)	Transfers	Closing Accumulated Surplus (Accumulated Deficit)
Community Services Department										
Community Services Admin (1620)	19	210,869	-	210,869	148,571	-	62,298	-	(62,298)	-
Health (1600)	20	289,141	64,200	353,341	326,791	-	26,550	-	(26,550)	-
Child & Family Wellness (8100)	21	268,011	(213,037)	54,974	49,181	-	5,793	-	(5,793)	-
Harm Reduction (1615)	22	-	-	-	1,491	-	(1,491)	65,756	-	64,265
ISC Child & Family Prevention (8105)	24	-	98,537	98,537	98,537	-	-	-	-	-
Post Secondary & Skills Training (8220)	23	789,674	10,000	799,674	236,744	-	562,930	-	(562,930)	-
Language (8510)	25	197,349	-	197,349	116,338	-	81,011	-	(81,011)	-
Culture (8520)	26	97,800	24,600	122,400	63,448	-	58,952	-	(58,952)	-
Citizen Services (8710)	27	228,550	61,100	289,650	132,074	-	157,576	-	(157,576)	-
Bill C-92 C & F Jurisdiction (8125)	28	129,274	(126,694)	2,580	2,580	-	-	-	-	-
FNESC SWEP (8351)	29	-	4,922	4,922	10,775	-	(5,853)	-	5,853	-
		2,210,668	(76,372)	2,134,296	1,186,530	-	947,766	65,756	(949,257)	64,265
Lands and Resources										
Lands (8540)	30	398,786	132,852	531,638	438,590	-	93,048	-	(93,048)	-
TN Marine Stewardship (8561)	31	-	363,809	363,809	265,445	-	98,364	-	(98,364)	-
Natural Resources (7310)	32	226,700	151,455	378,155	143,707	-	234,448	-	(234,448)	-
TSL Logging (1440)	33	20,000	-	20,000	-	-	20,000	-	(20,000)	-
Island Timberlands Section 38 (3222)	34	-	-	-	246,619	-	(246,619)	-	246,619	-
68 Hectare Debt Service (3010)	35	-	-	-	-	-	-	-	-	-
FL A19234 Debt Service (3250)	36	-	42,814	42,814	42,814	-	-	-	-	-
CBT Kelp Restoration (9315)	37	-	5,912	5,912	5,912	-	-	-	-	-
CBT - Signage (9305)	38	-	9,000	9,000	9,217	-	(217)	-	217	-
CBT Stewardship & Monitoring (9310)	39	-	21,930	21,930	21,930	-	-	-	-	-
Salmon Aquaculture Transition Plan (7320)	40	-	2,263	2,263	2,263	-	-	-	-	-
nismaqanult tukwaa?ath (7400)	41	-	155,039	155,039	155,039	-	-	-	-	-

TOQUAHT NATION

SUMMARY SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS BY PROGRAM, continued

For the year ended March 31, 2026	Page	ISC Funds	Other Revenue	Total Revenue	Total Expenses	Other income	Surplus (Deficit)	Opening Accumulated Surplus (Accumulated Deficit)	Transfers	Closing Accumulated Surplus (Accumulated Deficit)
National Marine Conservation (7325)	42	-	-	-	-	-	-	-	-	-
		645,486	885,074	1,530,560	1,331,536	-	199,024	-	(199,024)	-
Assets and Public Works										
Emergency Management (1625)	43	198,612	40,000	238,612	83,637	-	154,975	-	(154,975)	-
Public Works (8530)	44	358,131	1,906	360,037	368,535	-	(8,498)	-	8,498	-
Public Works - Water Treatment Facility (8550)	45	25,061	15,265	40,326	46,281	-	(5,955)	-	5,955	-
Public Works - Sewage Plant (8555)	46	57,100	1,340	58,440	53,444	-	4,996	-	(4,996)	-
Asset Management (8565)	47	2,292,266	(1,814,476)	477,790	339,829	-	137,961	-	(137,961)	-
Housing (3400)	48	95,266	102,549	197,815	197,815	-	-	-	-	-
Macoah Internet (8570)	49	48,600	-	48,600	32,135	-	16,465	-	(16,465)	-
Infrastructure (8566)	50	-	-	-	-	-	-	-	-	-
tukwaa?athiic hisimyilyak (8600)	51	137,000	-	137,000	43,022	-	93,978	-	(93,978)	-
PW/MS Building (8610)	52	33,000	-	33,000	17,224	-	15,776	-	(15,776)	-
Macoah Public Washroom (8615)	53	13,000	-	13,000	639	-	12,361	-	(12,361)	-
Emergency & Disaster Mngmt Act (1630)	54	-	10,000	10,000	10,000	-	-	-	-	-
qiyuus Lodge (8605)	55	-	21,768	21,768	23,151	-	(1,383)	-	1,383	-
		3,258,036	(1,621,648)	1,636,388	1,215,712	-	420,676	-	(420,676)	-
Capital Projects										
Lucky Creek Hydro Project (1415)	56	-	-	-	7,525	-	(7,525)	-	7,525	-
Secret Beach Marina (1425)	57	-	-	-	63	-	(63)	-	63	-
Capital Projects Development (3210)	58	-	-	-	61,583	-	(61,583)	-	61,583	-
Sec 38 Sub - Expansion of Homelands (3223)	59	5,171,051	(4,978,059)	192,992	228,192	-	(35,200)	-	35,200	-
ICMS Water Reservoir Design (3225)	60	487,409	-	487,409	-	-	487,409	-	(487,409)	-
Toquaht Government Building (3226)	61	-	7,337,674	7,337,674	8,221,162	-	(883,488)	-	-	(883,488)
Public Works Yard (3510)	62	-	-	-	491,203	-	(491,203)	300,000	191,203	-
Macoah Public Washroom (3520)	63	-	-	-	212,546	-	(212,546)	-	212,546	-
Macoah Playground (3530)	64	-	-	-	13,599	-	(13,599)	-	13,599	-
Tyee House (8535)	65	-	-	-	1,155,907	-	(1,155,907)	-	1,155,907	-
Contaminated Site - Old Marina (4541)	66	-	-	-	10,442	-	(10,442)	15,140,079	10,442	15,140,079

TOQUAHT NATION

SUMMARY SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS BY PROGRAM, continued

For the year ended March 31, 2026	Page	ISC Funds	Other Revenue	Total Revenue	Total Expenses	Other income	Surplus (Deficit)	Opening Accumulated Surplus (Accumulated Deficit)	Transfers	Closing Accumulated Surplus (Accumulated Deficit)
Secret Beach Development (8541)	67	-	-	-	2,696,041	-	(2,696,041)	-	2,696,041	-
Secret Beach Offsite Utilities (8544)	68	-	-	-	261,947	-	(261,947)	-	261,947	-
Macoah EV Charger Station (3540)	69	-	-	-	47,612	-	(47,612)	-	47,612	-
Macoah Streetlights (3550)	70	-	-	-	128,372	-	(128,372)	-	128,372	-
		5,658,460	2,359,615	8,018,075	13,536,194	-	(5,518,119)	15,440,079	4,334,631	14,256,591
Additional Funded Projects and Grants										
CFS Housing O&M ICMS (8205)	71	74,378	(74,378)	-	-	-	-	-	-	-
Children's Fund (8110)	72	-	1,965	1,965	37	-	1,928	-	(1,928)	-
MSET (8563)	73	-	-	-	-	-	-	-	-	-
First People's Heritage (8515)	74	-	53,129	53,129	39,445	-	13,684	-	-	13,684
FNHA Community Wellness Liason (1610)	75	53,546	-	53,546	-	-	53,546	-	(53,546)	-
CS Grants (1640)	76	-	58,555	58,555	63,983	-	(5,428)	-	5,428	-
UBCM FireSmart Community (1645)	77	-	53,292	53,292	53,292	-	-	-	-	-
Macoah Shoreline Erosion (7330)	78	-	133,440	133,440	133,440	-	-	-	-	-
		127,924	226,003	353,927	290,197	-	63,730	-	(50,046)	13,684
General Surplus										
General Surplus (1500)	79	28,193	28,193	56,386	-	-	56,386	(4,339,467)	2,795,680	(1,487,401)
Enterprise Fund										
Enterprise Fund (1001)	80	-	335,491	335,491	-	-	335,491	16,023,692	-	16,359,183
Capital Fund										
Capital Assets (3200)	81	-	-	-	1,631,800	6,225,919	4,594,119	46,811,141	-	51,405,260
Totals		**$ 14,984,163**	**$ 5,933,492**	**$ 20,917,655**	**$ 23,892,237**	**$ 6,225,919**	**$ 3,251,337**	**$ 87,734,701**	**$ -**	**$ 90,986,038**

TOQUAHT NATION

ADMINISTRATION (9090)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 1,045,362	**$ 1,052,196**	$ 683,062
Indigenous Services Canada (Fixed - Q3Z0)	-	**18,528**	-
Interest income	1,050,000	**777,217**	1,724,128
Cost recoveries	-	**63,830**	71,706
Other revenue	1,200	**1,175**	4,741
Transfer to/from deferred revenue	-	**(18,528)**	-
	2,096,562	**1,894,418**	2,483,637
EXPENSES			
Advertising	10,000	**4,794**	4,647
Bad debts	-	**12,924**	28,864
Bank charges and interest	10,500	**21,408**	10,403
Consultant fees	255,000	**178,113**	97,940
Distribution to citizens	1,183,000	**1,183,000**	252,000
Equipment purchases	40,850	**29,838**	30,752
Equipment rental	10,000	**6,537**	5,872
Insurance and licence	95,000	**113,362**	92,907
Materials and supplies	1,500	**10,270**	701
Meeting costs	17,500	**17,793**	2,141
Memberships and dues	46,278	**41,472**	37,179
Office expenses	29,000	**21,575**	29,631
Professional fees	124,900	**81,692**	73,874
Rent	108,000	**108,000**	108,000
Repairs and maintenance	9,500	**9,217**	6,900
Sub-contract	1,000	**440**	-
Training	20,000	**1,466**	683
Travel	18,000	**21,059**	22,066
Utilities and telephone	27,000	**30,156**	29,419
Wages and benefits	1,006,169	**955,998**	750,337
	3,013,197	**2,849,114**	1,584,316
ANNUAL SURPLUS (DEFICIT)	(916,635)	**(954,696)**	899,321
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	916,635	**954,696**	(899,321)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

RECORDS AND REGISTRIES (9020)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 168,014	**$ 168,014**	$ 178,825
EXPENSES			
Equipment purchases	-	**-**	240
Honoraria	900	**300**	600
Legal fees	22,000	**-**	1,204
Wages and benefits	135,114	**92,472**	42,869
	158,014	**92,772**	44,913
ANNUAL SURPLUS	10,000	**75,242**	133,912
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(75,242)**	(133,912)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

GOVERNANCE (9010)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Restated
REVENUE			
Indigenous Services Canada	$ 737,310	**$ 737,310**	$ 693,775
Cost recoveries	-	**20,584**	24,293
First Nations Drinking Water Settlement	-	**1,950**	7,150
	737,310	**759,844**	725,218
EXPENSES			
Advertising	5,000	**1,597**	-
Audit	2,100	**-**	-
Consultant fees	60,000	**18,482**	129,690
Cultural activities	10,000	**1,418**	1,086
Honoraria	473,744	**416,021**	383,438
Legal fees	50,000	**12,433**	5,608
Meeting costs	35,000	**12,586**	9,118
Memberships and dues	10,916	**326**	9,918
Office expenses	3,000	**2,635**	2,235
Professional fees	20,000	**-**	-
Training	10,000	**-**	-
Travel	51,550	**43,481**	40,916
Utilities and telephone	6,000	**6,000**	5,800
Wages and benefits	-	**48,061**	22,014
	737,310	**563,040**	609,823
ANNUAL SURPLUS	-	**196,804**	115,395
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(196,804)**	(115,395)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CAPACITY ACTION PLAN (9095)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 65,000	**$ 65,000**	$ 327,175
Province of B.C.	-	**-**	25,000
Other revenue	50,000	**-**	-
	115,000	**65,000**	352,175
EXPENSES			
Consultant fees	100,000	**7,250**	92,449
Meeting costs	-	**55**	64,555
Training	15,000	**13,454**	13,061
	115,000	**20,759**	170,065
ANNUAL SURPLUS	-	**44,241**	182,110
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(44,241)**	(182,110)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

ECONOMIC DEVELOPMENT (1400)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 234,771	**$ 234,771**	$ 171,824
Province of B.C.	-	**-**	764,324
Transfer to/from deferred revenue	-	**-**	(764,324)
	234,771	**234,771**	171,824
EXPENSES			
Consultant fees	90,000	**-**	1,721
Legal fees	20,000	**16,028**	20,165
Professional fees	9,000	**8,919**	8,919
Wages and benefits	115,771	**7,203**	-
Utilities and telephone	-	**100**	-
	234,771	**32,250**	30,805
ANNUAL SURPLUS	-	**202,521**	141,019
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(202,521)**	(141,019)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

IMPLEMENTATION (1135)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 648,777	**$ 648,777**	$ 728,050
Maa-nulth Treaty Society	94,000	**336,507**	255,804
Interest income	120,780	**29,276**	34,324
Province of B.C.	-	**12,140**	5,664
Cost recoveries	-	**4,941**	3,778
	863,557	**1,031,641**	1,027,620
EXPENSES			
Bank charges and interest	100	**40**	10
Honoraria	7,800	**600**	3,900
Legal fees	65,000	**25,500**	20,214
Professional fees	789,207	**801,024**	780,000
Travel	1,450	**-**	-
	863,557	**827,164**	804,124
ANNUAL SURPLUS	-	**204,477**	223,496
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**2,958,430**	2,614,154
TRANSFERS			
Transfers	-	**120,780**	120,780
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 3,283,687**	$ 2,958,430

TOQUAHT NATION

TREATY IMPLEMENTATION INVESTMENT FUND (1136)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Interest income	$ -	**$ 365,616**	$ 386,119
EXPENSES			
Investment costs - Implementation	-	**19,137**	19,850
ANNUAL SURPLUS	-	**346,479**	366,269
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**5,775,070**	5,529,581
TRANSFERS			
Transfers	-	**(120,780)**	(120,780)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 6,000,769**	$ 5,775,070

TOQUAHT NATION

ADMINISTRATIVE REVIEW BOARD (1137)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 6,800	**$ 6,800**	$ 6,800
EXPENSES			
Honoraria	1,800	**-**	-
Legal fees	5,000	**-**	-
	6,800	**-**	-
ANNUAL SURPLUS	-	**6,800**	6,800
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(6,800)**	(6,800)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

DEEKYAKUS SPECIFIC CLAIMS (1125)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES	-	**-**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**5,000,000**	5,000,000
TRANSFERS			
Transfers	-	**(3,910,000)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 1,090,000**	$ 5,000,000

TOQUAHT NATION

NRT DECLARATION ACT (8150)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
New Relationship Trust	$ 260,000	**$ 260,000**	$ 260,000
Cost recoveries	-	**13,800**	-
Transfer to/from deferred revenue	400,000	**(17,330)**	(184,749)
	660,000	**256,470**	75,251
EXPENSES			
Administration fees	26,000	**26,000**	26,000
Consultant fees	-	**-**	14,125
Insurance and licence	-	**750**	-
Professional fees	396,796	**9,255**	-
Travel	-	**7,249**	-
Utilities and telephone	-	**2,100**	400
Wages and benefits	237,204	**211,116**	34,726
	660,000	**256,470**	75,251
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MA MOOK NATURAL RESOURCES (9005)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 46,500	**$ 46,500**	$ 46,500
EXPENSES			
Legal fees	25,000	**4,291**	21,613
Professional fees	21,500	**11,813**	10,976
	46,500	**16,104**	32,589
ANNUAL SURPLUS	-	**30,396**	13,911
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(30,396)**	(13,911)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

BC FIRST NATIONS GAMING REVENUE SHARING (9030)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Province of B.C.	$ 280,000	**$ 267,371**	$ 283,603
Transfer to/from deferred revenue	1,736,831	**1,732,629**	(283,603)
	2,016,831	**2,000,000**	-
EXPENSES			
Equipment purchases	2,016,831	**-**	-
ANNUAL SURPLUS	-	**2,000,000**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(2,000,000)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

SPECIFIC CLAIMS - MAGGIE LAKE/RIVER (1122)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (Fixed - QZ9P)	$ -	**$ 77,500**	$ -
Transfer to/from deferred revenue	-	**(54,042)**	1,704
	-	**23,458**	1,704
EXPENSES			
Legal fees	-	**23,458**	1,704
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

COMMUNITY SERVICES ADMIN (1620)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 210,869	**$ 210,869**	$ 212,998
EXPENSES			
Consultant fees	6,000	**-**	-
Gas and oil	-	**48**	-
Materials and supplies	1,500	**3,681**	1,793
Meeting costs	-	**1,269**	16,917
Office expenses	1,000	**1,558**	176
Training	5,000	**6,693**	497
Travel	500	**399**	978
Utilities and telephone	2,400	**700**	1,300
Wages and benefits	194,469	**134,223**	144,457
	210,869	**148,571**	166,118
ANNUAL SURPLUS	-	**62,298**	46,880
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(62,298)**	(46,880)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

HEALTH (1600)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 289,141	**$ 289,141**	$ 265,953
Nuu-chah-nulth Tribal Council	39,554	**55,320**	56,850
Cost recoveries	-	**8,880**	2,767
First Nation Health Authority	6,009	**-**	-
	334,704	**353,341**	325,570
EXPENSES			
Community Support programs	6,009	**-**	-
Materials and supplies	25,000	**24,486**	18,512
Meeting costs	11,000	**11,109**	8,253
NTC service agreement	107,650	**110,000**	110,004
Patient travel	24,000	**40,458**	25,900
Professional fees	20,000	**4,711**	14,875
Sub-contract	35,000	**22,809**	9,628
Training	-	**223**	210
Travel	18,500	**26,227**	19,397
Utilities and telephone	1,200	**1,200**	1,200
Wages and benefits	86,345	**85,568**	96,063
	334,704	**326,791**	304,042
ANNUAL SURPLUS	-	**26,550**	21,528
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(26,550)**	(21,528)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CHILD & FAMILY WELLNESS (8100)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 54,974	**$ 54,974**	$ 131,165
Indigenous Services Canada (Fixed - Q2C3, Flex - Q2C7)	-	**213,037**	90,514
Transfer to/from deferred revenue	-	**(243,037)**	(75,974)
Cost recoveries	-	**-**	30,135
Province of B.C.	-	**30,000**	30,000
	54,974	**54,974**	205,840
EXPENSES			
Basic Needs	-	**-**	5,718
Cultural activities	-	**-**	338
NTC service agreement	850	**871**	846
Travel - citizens	-	**-**	2,641
Travel - staff	-	**-**	4,997
Wages and benefits	54,124	**48,310**	-
	54,974	**49,181**	14,540
ANNUAL SURPLUS	-	**5,793**	191,300
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(5,793)**	(191,300)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

HARM REDUCTION (1615)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 67,356	**$ -**	$ -
EXPENSES			
Administration fees	-	**-**	7,800
Cultural activities	17,356	**1,491**	2,978
Professional fees	50,000	**-**	-
Travel	-	**-**	1,573
	67,356	**1,491**	12,351
ANNUAL DEFICIT	-	**(1,491)**	(12,351)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**65,756**	78,107
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 64,265**	$ 65,756

TOQUAHT NATION

POST SECONDARY & SKILLS TRAINING (8220)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 637,362	**$ 788,808**	$ 356,538
Indigenous Services Canada (FIxed Q29A)	-	**866**	-
Maa-nulth Treaty Society	-	**10,000**	-
	637,362	**799,674**	356,538
EXPENSES			
Books and supplies	14,200	**2,704**	7,115
Equipment purchases	205,000	**-**	-
Materials and supplies	2,500	**-**	-
NTC service agreement	1,500	**(275)**	200
Student allowances (Q29A)	125,700	**94,695**	111,905
Sub-contract	5,000	**-**	1,660
Training	3,000	**354**	-
Travel	6,000	**550**	7,569
Tuition	124,000	**74,248**	130,772
Utilities and telephone	1,200	**1,000**	-
Wages and benefits	141,262	**53,849**	4,930
Youth activities	8,000	**9,619**	6,734
	637,362	**236,744**	270,885
ANNUAL SURPLUS	-	**562,930**	85,653
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(562,930)**	(85,653)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

ISC CHILD & FAMILY PREVENTION (8105)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Nuu-chah-nulth Tribal Council	$ 105,000	**$ 162,616**	$ 180,503
Transfer to/from deferred revenue	-	**(64,079)**	(58,026)
	105,000	**98,537**	122,477
EXPENSES			
Basic Needs	20,000	**14,242**	13,101
Cultural activities	6,000	**-**	2,006
Legal fees	5,000	**2,090**	2,101
Materials and supplies	-	**535**	355
Meeting costs	10,000	**12,578**	-
Travel	8,676	**8,004**	6,791
Utilities and telephone	1,200	**1,200**	1,200
Wages and benefits	54,124	**59,888**	96,923
	105,000	**98,537**	122,477
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

LANGUAGE (8510)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 197,349	**$ 197,349**	$ 170,022
First Peoples' Heritage	-	**-**	50,000
Transfer to/from deferred revenue	-	**-**	(50,000)
	197,349	**197,349**	170,022
EXPENSES			
Consultant fees	39,000	**39,000**	39,000
Cultural activities	10,000	**143**	-
Honoraria	6,000	**-**	-
Materials and supplies	10,000	**3,847**	95
Meeting costs	3,000	**-**	143
Memberships and dues	600	**-**	-
Professional fees	15,800	**35,000**	-
Travel	4,000	**-**	-
Utilities and telephone	-	**400**	-
Wages and benefits	108,949	**37,948**	-
	197,349	**116,338**	39,238
ANNUAL SURPLUS	-	**81,011**	130,784
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(81,011)**	(130,784)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CULTURE (8520)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 97,800	**$ 97,800**	$ 30,500
Donation	-	**24,600**	-
	97,800	**122,400**	30,500
EXPENSES			
Cultural activities	12,500	**3,022**	11,622
Honoraria	3,500	**-**	-
Meeting costs	10,000	**394**	8,487
Office expenses	112,000	**58,714**	-
Sub-contract	-	**-**	840
Training	-	**799**	-
Travel	4,800	**519**	3,505
	142,800	**63,448**	24,454
ANNUAL SURPLUS	(45,000)	**58,952**	6,046
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	45,000	**-**	-
TRANSFERS			
Transfers	-	**(58,952)**	(6,046)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CITIZEN SERVICES (8710)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 228,550	**$ 228,550**	$ 221,550
Cost recoveries	15,000	**34,600**	15,000
Other revenue	24,000	**26,500**	24,000
Transfer to/from deferred revenue	-	**-**	(18,800)
	267,550	**289,650**	241,750
EXPENSES			
Basic Needs	47,000	**17,422**	10,332
Citizen and Elder grants	65,000	**31,716**	40,050
Community Support programs	124,000	**48,686**	7,244
Distribution to citizens	-	**-**	1,000
Funeral expenses	10,000	**5,169**	-
Honoraria	1,000	**-**	-
Materials and supplies	1,000	**-**	133
Meeting costs	15,000	**25,497**	-
Office expenses	1,000	**1,000**	-
Student allowances	3,550	**2,584**	1,950
	267,550	**132,074**	60,709
ANNUAL SURPLUS	-	**157,576**	181,041
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(157,576)**	(181,041)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

BILL C-92 C & F JURISDICTION (8125)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (Flex - Q2HL)	$ -	**$ 129,274**	$ -
Transfer to/from deferred revenue	-	**(126,694)**	-
	-	**2,580**	-
EXPENSES			
Meeting costs	-	**2,580**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

FNESC SWEP (8351)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
First Nation Education Steering Committee	$ 2,727	**$ 2,727**	$ 3,623
Transfer to/from deferred revenue	-	**2,195**	438
	2,727	**4,922**	4,061
EXPENSES			
Administration fees	-	**483**	-
Materials and supplies	-	**-**	160
Wages and benefits	2,727	**10,292**	3,901
	2,727	**10,775**	4,061
ANNUAL DEFICIT	-	**(5,853)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**5,853**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

LANDS (8540)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 398,786	**$ 398,786**	$ 425,624
Other revenue	112,421	**118,883**	122,641
Rental income	-	**10,000**	501
Cost recoveries	-	**3,969**	16,370
Health Canada	-	**-**	14,839
Province of B.C.	-	**-**	10,000
Recoveries and other income	-	**-**	21
Transfer to/from deferred revenue	10,000	**-**	-
	521,207	**531,638**	589,996
EXPENSES			
Administration fees	19,593	**19,593**	-
Community Support programs	106,621	**97,439**	-
Consultant fees	70,651	**-**	350
Equipment purchases	15,000	**2,191**	-
Gas and oil	-	**1,364**	-
Legal fees	15,000	**15,879**	3,032
Materials and supplies	4,000	**3,291**	225
Meeting costs	1,500	**7,131**	124
Memberships and dues	5,000	**2,110**	3,051
Professional fees	-	**364**	-
Property taxes	25,000	**22,643**	19,721
Sub-contract	2,000	**-**	105
Training	10,000	**799**	1,724
Travel	6,000	**17,087**	10,445
Utilities and telephone	3,600	**2,600**	2,400
Wages and benefits	237,242	**246,099**	214,621
	521,207	**438,590**	255,798
ANNUAL SURPLUS	-	**93,048**	334,198
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(93,048)**	(334,198)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

TN MARINE STEWARDSHIP (8561)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ -	**$ -**	$ 155,434
Canadian Food Inspection Agency	9,600	**41,328**	7,150
Cost recoveries	-	**839**	8,051
Parks Canada	50,000	**50,000**	50,000
Transfer to/from deferred revenue	-	**271,642**	50,000
Department of Fisheries and Oceans	371,642	**-**	10,738
	431,242	**363,809**	281,373
EXPENSES			
Consultant fees	65,525	**25,973**	-
Equipment purchases	10,000	**9,829**	-
Gas and oil	15,000	**7,926**	215
Insurance and licence	3,500	**484**	57
Meeting costs	500	**-**	356
Memberships and dues	3,000	**1,311**	-
Moorage	5,000	**388**	-
Professional fees	150,000	**-**	3,600
Repairs and maintenance	20,000	**50,775**	974
Sub-contract	30,000	**1,280**	1,599
Training	15,000	**-**	-
Travel	-	**648**	1,962
Utilities and telephone	2,400	**2,100**	2,400
Wages and benefits	111,317	**164,731**	83,945
	431,242	**265,445**	95,108
ANNUAL SURPLUS	-	**98,364**	186,265
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(98,364)**	(186,265)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

NATURAL RESOURCES (7310)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 226,700	**$ 226,700**	$ 130,200
Province of B.C.	173,370	**142,455**	173,370
Cost recoveries	-	**-**	52,346
Other revenue	74,015	**9,000**	9,000
	474,085	**378,155**	364,916
EXPENSES			
Consultant fees	243,370	**40,868**	5,335
Equipment purchases	10,000	**-**	-
Equipment rental	3,500	**-**	-
Fuel, oil and grease	-	**1,379**	-
Honoraria	2,400	**-**	-
Insurance and licence	400	**-**	-
Legal fees	15,000	**-**	-
Materials and supplies	10,000	**3,445**	892
Meeting costs	1,500	**-**	-
Office expenses	35,000	**-**	-
Professional fees	30,000	**1,587**	28,535
Sub-contract	42,000	**92,803**	41,734
Travel	6,900	**3,625**	1,879
	400,070	**143,707**	78,375
ANNUAL SURPLUS	74,015	**234,448**	286,541
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(234,448)**	(286,541)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

TSL LOGGING (1440)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 20,000	**$ 20,000**	$ 5,000
EXPENSES			
Consultant fees	5,000	**-**	-
Donations	15,000	**-**	-
Sub-contract	-	**-**	1,441
	20,000	**-**	1,441
ANNUAL SURPLUS	-	**20,000**	3,559
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(20,000)**	(3,559)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

ISLAND TIMBERLANDS SECTION 38 (3222)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Interest on long-term debt	350,000	**246,619**	299,911
ANNUAL DEFICIT	(350,000)	**(246,619)**	(299,911)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	350,000	**246,619**	299,911
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

68 HECTARE DEBT SERVICE (3010)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Interest on long-term debt	-	**-**	21,290
ANNUAL DEFICIT	-	**-**	(21,290)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**-**	21,290
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

FL A19234 DEBT SERVICE (3250)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Recoveries and other income	$ -	**$ 42,814**	$ 65,684
EXPENSES			
Interest on long-term debt	-	**42,814**	65,684
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CBT KELP RESTORATION (9315)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ -	**$ -**	$ 15,000
Transfer to/from deferred revenue	15,000	**5,912**	(15,000)
	15,000	**5,912**	-
EXPENSES			
Professional fees	-	**3,863**	-
Sub-contract	15,000	**2,049**	-
	15,000	**5,912**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CBT - SIGNAGE (9305)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ -	**$ -**	$ 9,000
Transfer to/from deferred revenue	9,000	**9,000**	(9,000)
	9,000	**9,000**	-
EXPENSES			
Equipment purchases	9,000	**8,092**	-
Sub-contract	-	**1,125**	-
	9,000	**9,217**	-
ANNUAL DEFICIT	-	**(217)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**217**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CBT STEWARDSHIP & MONITORING (9310)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ -	**$ -**	$ 50,000
Transfer to/from deferred revenue	50,000	**21,930**	(50,000)
	50,000	**21,930**	-
EXPENSES			
Sub-contract	50,000	**21,930**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

SALMON AQUACULTURE TRANSITION PLAN (7320)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Department of fisheries and oceans	$ -	**$ -**	$ 27,500
Transfer to/from deferred revenue	27,500	**2,263**	(27,500)
	27,500	**2,263**	-
EXPENSES			
Administration fees	2,263	**2,263**	-
Advertising	3,500	**-**	-
Sub-contract	19,600	**-**	-
Travel	2,137	**-**	-
	27,500	**2,263**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

NISMAQANULT TUKWAA?ATH (7400)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Province of B.C.	$ 781,500	**$ 791,551**	$ -
Transfer to/from deferred revenue	-	**(636,512)**	-
	781,500	**155,039**	-
EXPENSES			
Consultant fees	100,000	**27,519**	-
Equipment purchases	506,678	**19,456**	-
Utilities and telephone	2,400	**1,299**	-
Wages and benefits	172,422	**106,765**	-
	781,500	**155,039**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

NATIONAL MARINE CONSERVATION (7325)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ 80,000	**$ 160,000**	$ 100,000
Transfer to/from deferred revenue	100,000	**(160,000)**	(100,000)
	180,000	**-**	-
EXPENSES			
Administration fees	5,000	**-**	-
Consultant fees	22,000	**-**	-
Legal fees	5,000	**-**	-
Meeting costs	78,000	**-**	-
Sub-contract	60,000	**-**	-
Training	10,000	**-**	-
	180,000	**-**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

EMERGENCY MANAGEMENT (1625)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 198,612	**$ 198,612**	$ 249,936
Other revenue	40,000	**40,000**	-
Cost recoveries	-	**-**	1,295
	238,612	**238,612**	251,231
EXPENSES			
Consultant fees	-	**63**	45,000
Equipment purchases	290,000	**35,472**	1,891
Fuel, oil and grease	200	**29**	1,042
Honoraria	7,200	**2,550**	1,650
Insurance and licence	910	**971**	-
Materials and supplies	570	**2,199**	34,526
Meeting costs	4,400	**2,193**	4,359
Memberships and dues	775	**731**	735
Professional fees	92,000	**31,911**	63,619
Repairs and maintenance	-	**1,099**	622
Sub-contract	-	**300**	3,400
Travel	-	**6,119**	627
Utilities and telephone	5,000	**-**	5,000
	401,055	**83,637**	162,471
ANNUAL SURPLUS	(162,443)	**154,975**	88,760
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	162,443	**(154,975)**	(88,760)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

PUBLIC WORKS (8530)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 358,131	**$ 358,131**	$ 557,366
Cost recoveries	900	**1,906**	2,834
	359,031	**360,037**	560,200
EXPENSES			
Consultant fees	-	**2,588**	5,100
Equipment purchases	-	**738**	57,827
Equipment rental	1,500	**248**	-
Fuel, oil and grease	4,000	**8,702**	6,154
Insurance and licence	1,000	**-**	2,082
Materials and supplies	3,000	**6,295**	2,238
Memberships and dues	490	**893**	977
Office expenses	-	**-**	88
Repairs and maintenance	5,000	**7,583**	7,850
Sub-contract	26,500	**42,347**	33,210
Travel	6,300	**3,229**	5,063
Utilities and telephone	15,000	**11,474**	10,189
Wages and benefits	296,241	**284,438**	265,785
	359,031	**368,535**	396,563
ANNUAL SURPLUS (DEFICIT)	-	**(8,498)**	163,637
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**8,498**	(163,637)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

PUBLIC WORKS - WATER TREATMENT FACILITY (8550)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 25,061	**$ 25,061**	$ 17,810
Nuu-chah-nulth Tribal Council	14,839	**15,265**	-
	39,900	**40,326**	17,810
EXPENSES			
Equipment purchases	5,000	**9,655**	3,524
Equipment rental	-	**-**	438
Fuel, oil and grease	-	**217**	114
Insurance and licence	-	**1,535**	-
Materials and supplies	900	**3,483**	950
Office expenses	-	**70**	-
Professional fees	3,500	**5,061**	3,180
Repairs and maintenance	10,000	**17,074**	1,338
Sub-contract	13,500	**1,650**	1,923
Utilities and telephone	7,000	**7,536**	6,461
	39,900	**46,281**	17,928
ANNUAL DEFICIT	-	**(5,955)**	(118)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**5,955**	118
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

PUBLIC WORKS - SEWAGE PLANT (8555)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 57,100	**$ 57,100**	$ 87,410
Cost recoveries	-	**1,340**	1,210
	57,100	**58,440**	88,620
EXPENSES			
Equipment purchases	6,000	**11,954**	6,696
Equipment rental	5,000	**-**	-
Fuel, oil and grease	1,500	**-**	192
Materials and supplies	5,000	**5,539**	98
Professional fees	3,100	**268**	-
Repairs and maintenance	19,000	**25,103**	16,606
Sub-contract	7,500	**1,178**	-
Utilities and telephone	10,000	**9,402**	9,313
	57,100	**53,444**	32,905
ANNUAL SURPLUS	-	**4,996**	55,715
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(4,996)**	(55,715)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

ASSET MANAGEMENT (8565)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (NGLC)	$ 2,186,021	**$ 2,292,266**	$ 2,051,224
Interest income	-	**34,552**	105,710
Rental income	-	**-**	9,125
Cost recoveries	-	**-**	148
Transfer to/from deferred revenue	(2,050,876)	**(1,849,028)**	(1,472,559)
	135,145	**477,790**	693,648
EXPENSES			
Equipment purchases	30,000	**20,923**	248,152
Gas and oil	2,000	**277**	-
Insurance and licence	8,000	**15,960**	-
Meeting costs	-	**128**	27
Memberships and dues	-	**1,784**	1,210
Professional fees	20,000	**6,543**	2,760
Repairs and maintenance	10,000	**12,285**	28,385
Sub-contract	-	**4,144**	7,598
Training	-	**9,421**	-
Travel	-	**-**	904
Utilities and telephone	4,800	**4,376**	16,666
Wages and benefits	400,702	**263,988**	10,264
	475,502	**339,829**	315,966
ANNUAL SURPLUS	(340,357)	**137,961**	377,682
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	49,774
TRANSFERS			
Transfers	340,357	**(137,961)**	(427,456)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

HOUSING (3400)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Restated
REVENUE			
Indigenous Services Canada	$ 38,814	**$ 95,266**	$ -
Rental income	86,436	**92,520**	88,753
Transfer to/from deferred revenue	-	**10,029**	(70,054)
	125,250	**197,815**	18,699
EXPENSES			
Equipment purchases	-	**-**	846
Equipment rental	-	**230**	-
Honoraria	2,250	**-**	-
Materials and supplies	7,500	**955**	856
Meeting costs	-	**63**	-
Repairs and maintenance	15,000	**40,420**	14,347
Sub-contract	100,000	**155,738**	2,650
Travel	500	**-**	-
Utilities and telephone	-	**409**	-
	125,250	**197,815**	18,699
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH INTERNET (8570)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 48,600	**$ 48,600**	$ 48,600
EXPENSES			
Equipment purchases	5,000	**11,500**	-
Legal fees	15,000	**2,206**	11,499
Professional fees	10,000	**4,030**	4,339
Repairs and maintenance	-	**-**	347
Utilities	18,600	**14,399**	14,400
	48,600	**32,135**	30,585
ANNUAL SURPLUS	-	**16,465**	18,015
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(16,465)**	(18,015)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

INFRASTRUCTURE (8566)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Transfer to/from deferred revenue	$ 20,850	**$ -**	$ -
EXPENSES			
Equipment purchases	20,850	**-**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

TUKWAA?ATHIIC HISIMYILYAK (8600)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 137,000	**$ 137,000**	$ -
EXPENSES			
Equipment purchases	5,000	**18,381**	-
Materials and supplies	5,000	**1,933**	-
Repairs and maintenance	115,000	**13,366**	-
Utilities and telephone	12,000	**9,342**	-
	137,000	**43,022**	-
ANNUAL SURPLUS	-	**93,978**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(93,978)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

PW/MS BUILDING (8610)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 33,000	**$ 33,000**	$ -
EXPENSES			
Equipment purchases	20,000	**5,716**	-
Materials and supplies	5,000	**4,863**	-
Repairs and maintenance	2,000	**-**	-
Utilities and telephone	6,000	**6,645**	-
	33,000	**17,224**	-
ANNUAL SURPLUS	-	**15,776**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(15,776)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH PUBLIC WASHROOM (8615)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ 13,000	**$ 13,000**	$ -
EXPENSES			
Materials and supplies	5,000	**639**	-
Repairs and maintenance	2,000	**-**	-
Utilities and telephone	6,000	**-**	-
	13,000	**639**	-
ANNUAL SURPLUS	-	**12,361**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(12,361)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

EMERGENCY & DISASTER MNGMT ACT (1630)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Province of B.C.	$ -	**$ 45,500**	$ 45,500
Transfer to/from deferred revenue	-	**(35,500)**	(45,500)
	-	**10,000**	-
EXPENSES			
Office expenses	-	**10,000**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

qiyuus LODGE (8605)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Rental income	$ 24,000	**$ 21,768**	$ -
EXPENSES			
Bank charges and interest	-	**643**	-
Equipment purchases	2,000	**516**	-
Materials and supplies	5,000	**8,291**	-
Memberships and dues	3,000	**178**	-
Repairs and maintenance	4,000	**4,402**	-
Sub-contract	-	**225**	-
Travel	-	**113**	-
Utilities and telephone	10,000	**8,783**	-
	24,000	**23,151**	-
ANNUAL DEFICIT	-	**(1,383)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**1,383**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

LUCKY CREEK HYDRO PROJECT (1415)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Transfer to/from deferred revenue	$ -	**$ -**	$ 243,212
EXPENSES			
Consultant fees	6,500	**5,825**	6,106
Insurance and licence	2,500	**1,700**	1,350
Professional fees	7,500	**-**	292,990
Sub-contract	-	**-**	3,319
	16,500	**7,525**	303,765
ANNUAL DEFICIT	(16,500)	**(7,525)**	(60,553)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	16,500	**7,525**	60,553
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

SECRET BEACH MARINA (1425)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	-	**63**	3,956
Insurance and licence	2,000	**-**	-
Professional fees	-	**-**	11,573
Sub-contract	-	**-**	258,374
	2,000	**63**	273,903
ANNUAL DEFICIT	(2,000)	**(63)**	(273,903)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	2,000	**63**	273,903
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CAPITAL PROJECTS DEVELOPMENT (3210)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	65,000	**61,583**	64,254
Materials and supplies	-	**-**	15
Meeting costs	-	**-**	42
	65,000	**61,583**	64,311
ANNUAL DEFICIT	(65,000)	**(61,583)**	(64,311)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	65,000	**61,583**	64,311
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

SEC 38 SUB - EXPANSION OF HOMELANDS (3223)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (Flex - Q3AV)	$ -	**$ 5,171,051**	$ -
Transfer to/from deferred revenue	-	**(4,978,059)**	-
	-	**192,992**	-
EXPENSES			
Engineering	20,000	**131,375**	16,584
Equipment rental	4,000	**-**	-
Meeting costs	1,200	**-**	282
Professional fees	10,000	**35,877**	12,763
Sub-contract	-	**60,940**	3,515
	35,200	**228,192**	33,144
ANNUAL DEFICIT	(35,200)	**(35,200)**	(33,144)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	35,200	**35,200**	33,144
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

ICMS WATER RESERVOIR DESIGN (3225)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (Fixed - QA3P	$ -	**$ 487,409**	$ -
EXPENSES			
Consultant fees	-	**-**	3,556
Engineering	-	**-**	17,709
Materials and supplies	-	**-**	11,353
Sub-contract	-	**-**	93,371
	-	**-**	125,989
ANNUAL SURPLUS (DEFICIT)	-	**487,409**	(125,989)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(487,409)**	125,989
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

TOQUAHT GOVERNMENT BUILDING (3226)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Loan proceeds	$ -	**$ 7,337,674**	$ -
EXPENSES			
Administration fees	-	**10,250**	-
Bank charges and interest	-	**10,000**	-
Consultant fees	65,000	**49,854**	24,270
Engineering	450,000	**361,651**	170,285
Equipment purchases	1,000,000	**-**	-
Equipment rental	100,000	**-**	-
Insurance and licence	45,000	**183,557**	-
Interest on long-term debt	-	**24,878**	-
Materials and supplies	2,000,000	**339,633**	14
Professional fees	325,000	**21,755**	33,989
Sub-contract	5,015,000	**7,219,584**	1,196,787
	9,000,000	**8,221,162**	1,425,345
ANNUAL DEFICIT	(9,000,000)	**(883,488)**	(1,425,345)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	9,000,000	**-**	1,425,345
ACCUMULATED DEFICIT AT END OF YEAR	$ -	**$ (883,488)**	$ -

TOQUAHT NATION

PUBLIC WORKS YARD (3510)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	-	**5,911**	12,899
Engineering	-	**2,298**	39,730
Professional fees	-	**-**	4,618
Repairs and maintenance	-	**496**	13,364
Sub-contract	-	**476,921**	1,048,532
Utilities and telephone	-	**5,577**	2,544
	-	**491,203**	1,121,687
ANNUAL DEFICIT	-	**(491,203)**	(1,121,687)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**300,000**	-
TRANSFERS			
Transfers	-	**191,203**	1,421,687
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ 300,000

TOQUAHT NATION

MACOAH PUBLIC WASHROOM (3520)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	-	**450**	2,775
Engineering	-	**8,016**	18,687
Repairs and maintenance	-	**16,201**	11,963
Sub-contract	-	**187,879**	204,703
	-	**212,546**	238,128
ANNUAL DEFICIT	-	**(212,546)**	(238,128)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**212,546**	238,128
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH PLAYGROUND (3530)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ -	**$ -**	$ 40,000
EXPENSES			
Consultant fees	-	**-**	2,843
Engineering	-	**-**	13,257
Repairs and maintenance	-	**-**	30,702
Sub-contract	-	**13,599**	534,139
	-	**13,599**	580,941
ANNUAL DEFICIT	-	**(13,599)**	(540,941)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**13,599**	540,941
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

TYEE HOUSE (8535)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ -	**$ -**	$ 371,712
EXPENSES			
Consultant fees	5,000	**7,390**	2,726
Engineering	4,500	**10,590**	-
Equipment purchases	75,000	**-**	-
Equipment rental	3,500	**-**	-
Legal fees	1,500	**-**	662
Materials and supplies	150,000	**70,879**	125
Professional fees	1,500	**3,020**	2,682
Sub-contract	706,000	**1,064,028**	57,371
	947,000	**1,155,907**	63,566
ANNUAL SURPLUS (DEFICIT)	(947,000)	**(1,155,907)**	308,146
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	947,000	**1,155,907**	(308,146)
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CONTAMINATED SITE - OLD MARINA (4541)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	45,000	**2,913**	1,906
Engineering	10,000	**-**	-
Legal fees	25,000	**7,529**	12,184
Professional fees	65,000	**-**	4,068
Sub-contract	-	**-**	5,662
	145,000	**10,442**	23,820
ANNUAL DEFICIT	(145,000)	**(10,442)**	(23,820)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**15,140,079**	15,043,899
TRANSFERS			
Transfers	145,000	**10,442**	120,000
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 15,140,079**	$ 15,140,079

TOQUAHT NATION

SECRET BEACH DEVELOPMENT (8541)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	65,000	**37,959**	63,170
Materials and supplies	185,000	**13,474**	230,200
Professional fees	270,000	**185,141**	888,087
Sub-contract	2,346,000	**2,458,711**	3,411,825
Utilities and telephone	-	**756**	-
	2,866,000	**2,696,041**	4,593,282
ANNUAL DEFICIT	(2,866,000)	**(2,696,041)**	(4,593,282)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	2,866,000	**2,696,041**	4,593,282
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

SECRET BEACH OFFSITE UTILITIES (8544)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	7,500	**1,935**	10,394
Engineering	25,000	**28,718**	79,811
Equipment rental	350,000	**-**	-
Insurance and licence	3,500	**-**	-
Materials and supplies	-	**9,870**	-
Professional fees	6,000	**805**	9,969
Sub-contract	300,000	**220,619**	982,897
	692,000	**261,947**	1,083,071
ANNUAL DEFICIT	(692,000)	**(261,947)**	(1,083,071)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	692,000	**261,947**	1,083,071
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH EV CHARGER STATION (3540)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	-	**1,313**	-
Engineering	-	**19,347**	-
Sub-contract	120,000	**26,952**	-
	120,000	**47,612**	-
ANNUAL DEFICIT	(120,000)	**(47,612)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	120,000	**47,612**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH STREETLIGHTS (3550)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Consultant fees	-	**3,067**	-
Engineering	-	**47,026**	-
Sub-contract	330,000	**78,279**	-
	330,000	**128,372**	-
ANNUAL DEFICIT	(330,000)	**(128,372)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	330,000	**128,372**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CFS HOUSING O&M ICMS (8205)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada (Flex- QA1V)	$ -	**$ 74,378**	$ 70,184
Transfer to/from deferred revenue	-	**(74,378)**	(15,984)
	-	**-**	54,200
EXPENSES			
Equipment purchases	-	**-**	54,200
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CHILDREN'S FUND (8110)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Interest income	$ -	**$ 1,965**	$ 2,890
EXPENSES			
Allocation to trust fund liability	-	**-**	85,935
Bank charges and interest	-	**37**	9
	-	**37**	85,944
ANNUAL SURPLUS (DEFICIT)	-	**1,928**	(83,054)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(1,928)**	83,054
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MSET (8563)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ -	**$ 40,519**	$ -
Transfer to/from deferred revenue	-	**(40,519)**	3,841
	-	**-**	3,841
EXPENSES			
Materials and supplies	-	**-**	3,841
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

FIRST PEOPLE'S HERITAGE (8515)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ 53,129	**$ 53,129**	$ -
EXPENSES			
Consultant fees	12,460	**11,500**	-
Equipment purchases	-	**1,161**	-
Honoraria	16,800	**16,380**	-
Materials and supplies	1,500	**5,724**	-
Professional fees	13,000	**4,680**	-
Sub-contract	8,569	**-**	-
Travel	800	**-**	-
	53,129	**39,445**	-
ANNUAL SURPLUS	-	**13,684**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 13,684**	$ -

TOQUAHT NATION

FNHA COMMUNITY WELLNESS LIASON (1610)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ -	**$ 53,546**	$ -
First Nation Health Authority	120,170	**60,085**	60,085
Transfer to/from deferred revenue	-	**(60,085)**	(60,085)
	120,170	**53,546**	-
EXPENSES			
Community Support programs	120,170	**-**	-
ANNUAL SURPLUS	-	**53,546**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**(53,546)**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

CS GRANTS (1640)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
First Nation Education Steering Committee	$ 55,000	**$ 55,355**	$ -
First Nation Health Authority	3,200	**3,200**	-
	58,200	**58,555**	-
EXPENSES			
Community Support programs	10,000	**17,482**	-
Materials and supplies	2,300	**2,300**	-
Office expenses	3,200	**2,064**	-
Sub-contract	4,100	**4,100**	-
Travel	4,598	**4,598**	-
Wages and benefits	34,002	**33,439**	-
	58,200	**63,983**	-
ANNUAL DEFICIT	-	**(5,428)**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
TRANSFERS			
Transfers	-	**5,428**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

UBCM FIRESMART COMMUNITY (1645)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ 106,906	**$ 106,906**	$ -
Cost recoveries	-	**500**	-
Transfer to/from deferred revenue	-	**(54,114)**	-
	106,906	**53,292**	-
EXPENSES			
Administration fees	7,956	**7,956**	-
Materials and supplies	8,646	**4,478**	-
Meeting costs	8,200	**1,843**	-
Professional fees	45,739	**450**	-
Training	-	**114**	-
Wages and benefits	36,365	**38,451**	-
	106,906	**53,292**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

MACOAH SHORELINE EROSION (7330)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Other revenue	$ 201,464	**$ 201,464**	$ -
Transfer to/from deferred revenue	-	**(68,024)**	-
	201,464	**133,440**	-
EXPENSES			
Administration fees	4,440	**4,440**	-
Consultant fees	180,524	**129,000**	-
Materials and supplies	16,500	**-**	-
	201,464	**133,440**	-
ANNUAL SURPLUS	-	**-**	-
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**-**	-
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ -**	$ -

TOQUAHT NATION

GENERAL SURPLUS (1500)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Indigenous Services Canada	$ -	**$ 28,193**	$ 27,500
Province of B.C.	-	**28,193**	27,500
Transfer to/from deferred revenue	-	**-**	1,295,899
	-	**56,386**	1,350,899
EXPENSES	-	**-**	-
ANNUAL SURPLUS	-	**56,386**	1,350,899
ACCUMULATED SURPLUS (DEFICIT) AT BEGINNING OF YEAR	-	**(4,339,467)**	1,273,851
TRANSFERS			
Transfers	-	**2,795,680**	(6,964,217)
ACCUMULATED DEFICIT AT END OF YEAR	$ -	**$ (1,487,401)**	$ (4,339,467)

TOQUAHT NATION

ENTERPRISE FUND (1001)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE			
Income/Loss from Toquaht Holdings	$ -	**$ 335,491**	$ (13,132)
Income/Loss from Hayu Fishing Ltd.	-	**-**	(137)
	-	**335,491**	(13,269)
EXPENSES	-	**-**	-
ANNUAL SURPLUS (DEFICIT)	-	**335,491**	(13,269)
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**16,023,692**	16,036,961
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 16,359,183**	$ 16,023,692

TOQUAHT NATION

CAPITAL ASSETS (3200)

SCHEDULE OF OPERATIONS AND ACCUMULATED SURPLUS

For the year ended March 31	2026 Budget	2026 Actual	2025 Actual
REVENUE	$ -	**$ -**	$ -
EXPENSES			
Amortization	-	**1,631,800**	697,445
ANNUAL DEFICIT BEFORE OTHER	-	**(1,631,800)**	(697,445)
OTHER			
Loan proceeds	-	**(7,337,674)**	-
Tangible capital asset additions	-	**13,563,593**	11,843,053
	-	**6,225,919**	11,843,053
ANNUAL SURPLUS	-	**4,594,119**	11,145,608
ACCUMULATED SURPLUS AT BEGINNING OF YEAR	-	**46,811,141**	35,665,533
TRANSFERS			
ACCUMULATED SURPLUS AT END OF YEAR	$ -	**$ 51,405,260**	$ 46,811,141

TOQUAHT NATION

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at March 31	2026	2025
FINANCIAL ASSETS		
Cash and equivalents (Note 3)	**$ 28,967,114**	$ 32,090,013
Restricted cash (Note 4)	**181,945**	32,787
Accounts receivable (Note 5)	**8,084,273**	1,536,355
Advances to related parties (Note 6)	**767,747**	724,933
Investment in government businesses (Note 7)	**16,359,293**	16,023,801
Implementation funds (Note 9)	**6,613,515**	5,910,922
	60,973,887	56,318,811
LIABILITIES		
Accounts payable (Note 10)	**2,890,692**	4,012,331
Loans payable (Note 11)	**12,792,700**	5,720,811
Deferred revenue (Note 11)	**17,154,339**	10,714,710
Children's fund (Note 4)	**550,075**	260,830
	33,387,806	20,708,682
NET FINANCIAL ASSETS	**27,586,081**	35,610,129
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 13)	**64,242,936**	52,311,141
Prepaid expenses	**117,823**	297,340
	64,360,759	52,608,481
ACCUMULATED SURPLUS	**$ 91,946,840**	$ 88,218,610
ACCUMULATED SURPLUS CONSISTS OF		
Accumulated operating surplus	**90,986,038**	87,734,701
Accumulated remeasurement gains at end of year	**960,802**	483,909
ACCUMULATED SURPLUS	**91,946,840**	88,218,610

Qacca Settlement Trust (Note 14)

APPROVED ON BEHALF OF THE TOQUAHT NATION

_____, Chief Anne Mack

_____, Kirsten Johnsen (Chairperson of Council)

_____, Trudy Warner (Director of Operations)

TOQUAHT NATION

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING
March 31, 2026

The accompanying consolidated financial statements of Toquaht Nation are the responsibility of management and have been approved by Council.

The consolidated financial statements have been prepared by management in accordance with Canadian public sector accounting standards. Financial statements are not precise since they include certain amounts based on estimates and judgement. When alternative accounting methods exist, management has chosen those it deems most appropriate in the circumstances, in order to ensure that the consolidated financial statements are presented fairly, in all material respects.

Management is responsible for the integrity and objectivity of these statements and for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.

The Council is responsible for ensuring that management fulfills its responsibilities for financial reporting and internal control and is ultimately responsible for reviewing and approving the consolidated financial statements.

The Council meets periodically with management, as well as the external auditors, to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, to satisfy themselves that each party is properly discharging their responsibilities, and to review the consolidated financial statements and the external auditors' report.

The external auditors, Reid Hurst Nagy Inc., conduct an independent examination, in accordance with Canadian auditing standards, and express their opinion on the consolidated financial statements. The external auditors have full and free access to financial management of Toquaht Nation and meet when required.

On behalf of Toquaht Nation:

Chief Anne Mack	Date
Kirsten Johnsen (Chairperson of Council)	Date
Trudy Warner (Director of Operations)	Date

Toquaht Nation
PO Box 759
1971 Peninsula Road
Ucluelet, BC V0R 3A0,

July 28, 2026

Private and Confidential

Reid Hurst Nagy Inc.
105-13900 Maycrest Way
Richmond, BC V6V 3E2

Dear Sirs:

This representation letter is provided in connection with your audit of the consolidated financial statements of Toquaht Nation for the year ended March 31, 2026, for the purpose of expressing an opinion as to whether the consolidated financial statements are presented fairly, in all material respects, in accordance with PSAS.

In making the representations outlined below, we took the time necessary to appropriately inform ourselves on the subject matter through inquiries of group personnel with relevant knowledge and experience, and, where appropriate, by inspecting supporting documentation.

We confirm that (to the best of our knowledge and belief):

1. Financial Statements

We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated February 17, 2026, for:

a) Preparing and fairly presenting the consolidated financial statements in accordance with PSAS;
b) Providing you with:
    i) Access to all information of which we are aware that is relevant to the preparation of the consolidated financial statements, such as:
        A) Accounting records, supporting data and other relevant documentation,
        B) Minutes of meetings (such as members, board of directors and audit committees) or summaries of actions taken for which minutes have not yet been prepared, and
        C) Information on any other matters, of which we are aware, that is relevant to the preparation of the consolidated financial statements;
    ii) Additional information that you have requested from us for the purpose of the audit; and
    iii) Unrestricted access to persons within the group from whom you determine it necessary to obtain audit evidence.
c) Ensuring that all transactions have been recorded in the accounting records and are reflected in the consolidated financial statements; and
d) Designing and implementing such internal control as we determined is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error. We have also communicated to you any deficiencies in the design and implementation or the maintenance of internal control over financial reporting of which group management is aware.

2. Fraud and Non-Compliance

We have disclosed to you:

a) All of our knowledge in relation to actual, alleged or suspected fraud affecting the group's consolidated financial statements involving:
    i) Group management;
    ii) Employees who have significant roles in internal control; or
    iii) Others where the fraud could have a material effect on the consolidated financial statements;
b) All of our knowledge in relation to allegations of fraud or suspected fraud communicated by employees, former employees, analysts, regulators or others;
c) All known instances of non-compliance or suspected non-compliance with laws and regulations,

including all aspects of contractual agreements that should be considered when preparing the consolidated financial statements;

d) All known, actual, or possible litigation and claims that should be considered when preparing the consolidated financial statements; and

e) The results of our risk assessments regarding possible fraud or error in the consolidated financial statements.

3. Related Parties

We have disclosed to you the identity of all of the group's related-party relationships and transactions of which we are aware. All related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of PSAS.

4. Estimates

We acknowledge our responsibility for determining the accounting estimates required for the preparation of the consolidated financial statements in accordance with PSAS. Those estimates reflect our judgment based on our knowledge and experience of past and current events, and on our assumptions about conditions we expect to exist and courses of action we expect to take. We confirm that the significant assumptions and measurement methods used by us in making accounting estimates and related financial statement disclosures, including those measured at fair value, are appropriate to achieve recognition, measurement or disclosure that is in accordance with PSAS.

5. Subsequent Events

All events subsequent to the date of the consolidated financial statements and for which PSAS requires adjustment or disclosure have been adjusted or disclosed.

6. Commitments and Contingencies

There are no commitments, contingent liabilities/assets or guarantees (written or oral) that should be disclosed in the consolidated financial statements. This includes liabilities arising from contract terms, illegal acts or possible illegal acts, and environmental matters that would have an impact on the consolidated financial statements.

7. Adjustments

We have reviewed, approved and recorded all of your proposed adjustments to our accounting records. This includes journal entries, changes to account coding, classification of certain transactions and preparation of, or changes to, certain accounting records.

8. Misstatements

There are no uncorrected misstatements.

Acknowledged and agreed on behalf of Toquaht Nation by:

_____

Toquaht Nation

STRICTLY PRIVILEGED AND CONFIDENTIAL

MEMORANDUM

TO: Toquaht Council

FROM: Tegan Heywood

DATE: May 11, 2026

FILE: 260092.700

RE: Government Personnel Act Amendment Act

A. Introduction

Section 6.5(a) of the *Government Personnel Act* (the "**GPA**") authorizes the director of community services, with the approval of the director of operations, to delegate in writing the performance of their duties or the exercise of their powers to another Toquaht government employee.

Pursuant to this authority, and effective January 14, 2026, director of community services, with the approval from the director of operations, delegated certain responsibilities to the manager of culture, language and heritage. The delegation is limited to duties and powers in relation to language and culture education services. This delegation remains in effect.

Subsequent, to this authorization, the Executive passed a motion directing administration to begin development of a standalone Department of Culture, Language and Heritage. On March 12, 2026, Ratcliff met with Toquaht's CAO and Law Clerk to discuss potential options for establishing both the Department of Culture, Language and Heritage (the "**Department**") and the position of director of culture, language and heritage (the "**Director**"). Following legal advice, Toquaht's CAO instructed our firm to proceed with amendments to the GPA to implement these changes.

Further to those instructions, this briefing note provides an overview of a draft *Government Personnel Act Amendment Act* (the "**Draft Act**").

B. Overview of Draft Act

The Draft Act primarily addresses the creation of the Department while also introducing a suite of related amendments necessary to implement the new governance structure and ensure consistency across Toquaht legislation. In particular, the amendments establish the legal framework for the Department, define its mandate and leadership structure, and make a minor consequential

amendment to align existing legislation with the updated Executive portfolio description.

(1) *Government Personnel Act (or GPA)*

The draft amendments effectively create Part 6.1 of the GPA, enabling the establishment of the Department as requested, as well as the role of the Director. The substantive effect of the changes would be as follows:

- The establishment of the Department (s. 6.1.1),
- Creation of the Department's mandate, including services in relation to culture, language and heritage (s. 6.1.2),
- The establishment of the office of the Director, with the Executive required to appoint an individual to hold the position of Director, after considering the recommendation of the director of operations (s. 6.1.3),
    - **Please note:** Other Maa-nulth Nations have moved toward a governance structure in which only the director of operations is appointed by the Executive, with the remaining directors appointed directly by the director of operations. Please advise if Council would prefer to see the Draft Act revised to reflect a similar approach.
- The duties of the Director, including the general management of the Department and the performance of any other duties or powers assigned by the director of operations or a Toquaht enactment (s. 6.1.4), and
- The delegation authority available to the Director, subject to approval of the director of operations, as required (s. 6.1.5).

It is our understanding that this is intended as an interim measure to formalize the creation of the Department and the Director position, with the possibility of developing future legislation specifically focused on culture, language, and heritage.

(2) *Planning and Land Use Management Act*

Toquaht administration identified that the "Executive Oversight" section of the Act did not accurately reflect the full scope of the relevant Executive portfolio. Accordingly, a minor housekeeping amendment has been included to revise the language from "Executive holding the lands and environmental protection portfolio" to "Executive holding the lands, public works and environmental protection portfolio."

Confidential Draft

TOQUAHT NATION GOVERNMENT

GOVERNMENT PERSONNEL ACT AMENDMENT ACT

TNS ◆/2026

This law enacted on _____, 2026

Signed _____
Anne Mack, taayii ḥaw̓ił of the Toquaht Nation

DEPOSITED IN THE
REGISTRY OF LAWS

ON _____/_____/_____

_____
Signature of Law Clerk

TABLE CONTENTS

PART 1 - INTRODUCTORY PROVISIONS 5
Short title 5
Executive oversight 5
Authority and application 5
PART 2 - GOVERNMENT PERSONNEL ACT AMENDMENTS 7
Government Personnel Act amendments 7
PART 3 - PLANNING AND LAND USE MANAGEMENT ACT AMENDMENTS 9
Planning and Land Use Management Act amendments 9
PART 4 - GENERAL PROVISIONS 11
Commencement 11

PART 1 - INTRODUCTORY PROVISIONS

Short title

1.1 This Act may be cited as the Government Personnel Act Amendment Act (Toquaht Nation).

Executive oversight

1.2 The member of the Executive holding the community services portfolio is responsible for the executive oversight of this Act.

Authority and application

1.3 (a) This Act is enacted under

(i) 13.11.1 of Chapter 13 Governance of the Maa-nulth Treaty, and

(ii) section 3.2(b) of the Constitution.

(b) This Act applies to

(i) the Government Personnel Act (Toquaht Nation), and

(ii) the Planning and Land Use Management Act (Toquaht Nation).

PART 2 - GOVERNMENT PERSONNEL ACT AMENDMENTS

Government Personnel Act amendments

2.1 The Government Personnel Act (Toquaht Nation) is amended as follows:

(a) by repealing section 6.2(b)(ii)(F); and

(b) by inserting the following Part between Parts 6 and 7:

"**PART 6.1 - DEPARTMENT OF CULTURE, LANGUAGE AND HERITAGE**

Department of Culture, Language and Heritage established

6.1.1 The Department of Culture, Language and Heritage is established as a division of the Toquaht administration.

Mandate

6.1.2 The mandate of the Department of Culture, Language and Heritage is to provide any services necessary or desirable in accordance with Chapter 13 Governance of the Maa-nulth Treaty or any Toquaht enactment in relation to

(a) culture,

(b) language, and

(c) heritage.

Office of the director of culture, language and heritage established

6.1.3 (a) The office of the director of culture, language and heritage is established as an office within the Department of Culture, Language and Heritage.

(b) The Executive must appoint an individual to hold the office of the director of culture, language and heritage after considering the recommendation of the director of operations.

(c) The director of culture, language and heritage reports to the director of operations.

Duties of the director of culture, language and heritage

6.1.4 (a) The director of culture, language and heritage is responsible for the general management and administration of the Department of Culture, Language and Heritage.

(b) The general authority in subsection (a) includes the following duties and powers:

(i) to ensure that Toquaht government employees within the Department of Culture, Language and Heritage carry out the duties assigned to them

(A) under this or any other Toquaht enactment,

(B) by the director of operations, or

(C) by the director of culture, language and heritage;

(ii) to report, as required by the director of operations, to the Executive on the Department of Culture, Language and Heritage and its activities;

(iii) to perform any other duties or exercise any other power assigned to the director of culture, language and heritage

(A) under this or any other Toquaht enactment, or

(B) by the director of operations by Order.

Delegation authority

6.1.5 (a) Upon the approval of the director of operations, the director of culture, language and heritage may delegate, in writing, the performance of any of the director of culture, language and heritage's duties or the exercise of any of the director of culture, language and heritage's powers to

(i) another Toquaht director,

(ii) a Toquaht government employee, or

(iii) an independent contractor of the Toquaht Nation.

(b) Despite the delegation of any duties or powers under subsection (a), the director of culture, language and heritage remains responsible for ensuring that the duties are performed properly and the powers are exercised appropriately.".

PART 3 - PLANNING AND LAND USE MANAGEMENT ACT AMENDMENTS

Planning and Land Use Management Act amendments

3.1 The Planning and Land Use Management Act (Toquaht Nation) is amended as follows:

(a) section 1.2 is amended by adding the words ", public works" immediately following the word "lands".

PART 4 - GENERAL PROVISIONS

Commencement

4.1 This Act comes into force on the date it is enacted.

Draft Blackline

re: Formation of Department of Culture, Language and Heritage

TOQUAHT NATION GOVERNMENT

GOVERNMENT PERSONNEL ACT

TNS 5/2011

OFFICIAL CONSOLIDATION – CURRENT TO ◆, 2026

This is a certified true copy of the consolidated Government Personnel Act, TNS 5/2011, current to ◆, 2026

Date: _____

Signed: _____
Law Clerk

TABLE OF CONTENTS

PART 1 - INTRODUCTORY PROVISIONS 7

Short title 7
Executive oversight 7
Application 7
Definitions 7
Executive as employer 7

PART 2 - EMPLOYMENT PRINCIPLES 9

Purposes of Act 9
Hiring of personnel 9
Priorities and limitations in relation to hiring 10
Exceptions to section 2.2 10
Probation 11

PART 3 - DIRECTOR OF OPERATIONS 13

Office of director of operations 13
Policy leadership 13
Personnel responsibilities 13
Administrative responsibilities 14
Delegation authority 15
Operations Manual 15

PART 4 - GOVERNMENT PERSONNEL 17

Hiring of personnel 17
Confidentiality Agreement 17
Personnel integrity 17
Discipline, suspension and dismissal of personnel 17
Political activity of personnel 18

PART 5 - REVIEW OF EMPLOYMENT DECISIONS 19

General 19
Review by director of operations 19
Review by Review Board 19

PART 6 - DEPARTMENT OF COMMUNITY SERVICES 21

Department of Community Services established 21
Mandate 21
Office of the director of community services established 22
Duties of the director of community services 22
Delegation authority 22

PART 6.1 - DEPARTMENT OF CULTURE, LANGUAGE AND HERITAGE 25

Department of Culture, Language and Heritage established 25
Mandate 25
Office of the director of culture, language and heritage established 25
Duties of the director of culture, language and heritage ..... 25~~26~~
Delegation authority 26

PART 7 - GENERAL PROVISIONS 27

Annual report 27
Regulations 27

Commencement 28

PREAMBLE

Through the act of governing and as a treaty first nation, the Toquaht Nation assumes the responsibility of providing responsible, efficient and effective government, blending hereditary and modern-day governing institutions. In doing so, our governing structures honour our past and embrace the future ensuring the continued existence of the Toquaht Nation as a strong political, social and cultural community that aspires to grow as an organized, determined, successful and self-reliant peoples.

As such, the Toquaht Nation requires a Toquaht administration that is responsive to the changing requirements of our nation. It is important that we recruit and develop well qualified, efficient and effective personnel to be part of a Toquaht administration that encourages creativity and initiative. In doing so, the Toquaht Nation needs to facilitate the long term employment of our Toquaht citizens, foster long-term career development and promote harmonious relations between the Toquaht government and its personnel. The public must have trust and confidence in the integrity of the Toquaht administration and the Toquaht government.

To assist with realizing these goals, the Toquaht Nation desires to establish rules and procedures concerning the recruitment, selection, management, discipline, suspension and dismissal of Toquaht government employees. The values of the Toquaht Nation require a hiring process that is consistent, fair and based on merit, but which allows priority to be given to Toquaht citizens. These values also require rules and procedures that promote the fair and consistent handling of all employment matters and provide for the review of employment decisions.

The Toquaht Nation adopts this Act based on these values.

PART 1 - INTRODUCTORY PROVISIONS

Short title

1.1 This Act may be cited as the Government Personnel Act (Toquaht Nation).

Executive oversight

1.2 The member of the Executive holding the community services portfolio is responsible for the executive oversight of this Act.

Application

1.3 This Act governs

(a) the employment of Toquaht personnel, and

(b) the Department of Community Services.

Definitions

1.4 In this Act,

"just cause" means just cause under federal law or provincial law;

"personnel" means a person employed by a Toquaht institution regardless of the method of employment, but does not include

(a) the director of operations, or

(b) an employee of a for-profit Toquaht corporation unless designated by the Executive by regulation as personnel for the purpose of this definition;

"Review Board" means the Administrative Decisions Review Board.

Executive as employer

1.5 (a) The Executive, on behalf of the Toquaht government, is the employer for the purposes of this Act.

(b) For purposes of this Act, the term "Toquaht government" is deemed to include Toquaht public institutions and Toquaht public corporations.

PART 2 - EMPLOYMENT PRINCIPLES

Purposes of Act

2.1 The purposes of this Act are to

(a) facilitate the provision of service to Toquaht citizens and persons ordinarily resident on Toquaht lands in a manner that is responsive to the changing requirements of the Toquaht Nation,

(b) by means of internal advancement and external recruitment of personnel, recruit and develop well qualified, efficient and effective personnel that are representative of Toquaht citizens,

(c) facilitate the long term employment of Toquaht citizens,

(d) encourage the training and development of personnel to foster long term career development and advancement of personnel,

(e) encourage creativity and initiative among personnel, and

(f) promote harmonious relations between the Toquaht government and its personnel.

Hiring of personnel

2.2 (a) Subject to section 2.3, hiring personnel under this Act must

(i) be based on the principle of merit, and

(ii) be the result of a process designed to assess the knowledge, skills and abilities of eligible applicants.

(b) The matters to be considered in determining merit must, having regard to the nature of the duties to be performed and the powers to be exercised, include the applicant's education, skills, knowledge, experience, past work performance and personal suitability.

(c) Subject to section 2.3, all regulations, standards, policies and procedures respecting recruitment, appointment, transfer and promotion of personnel must be consistent with the principle of merit set out in subsection (a) and must facilitate the purposes of this Act set out in section 2.1.

(d) Hiring personnel under this Act must not be based on

(i) personal favouritism,

(ii) political considerations,

(iii) nepotism, or

(iv) any other consideration that is made in bad faith.

Priorities and limitations in relation to hiring

2.3 (a) For a vacancy or class of vacancies, applicants for a vacant position are to be given priority or limited, as the case may be, in a manner described in paragraphs (i), (ii) or (iii) or in any combination of any of those paragraphs as follows:

(i) giving

(A) first priority to Toquaht citizens, and

(B) second priority to members of other first nations;

(ii) encouraging the career development and advancement of personnel; or

(iii) limiting the appointment to personnel of a stated occupational group, position level or organizational unit.

(b) A vacancy may be filled by means of

(i) a lateral transfer, or

(ii) a promotion of current personnel.

(c) In determining merit under section 2.2(b), consideration of a Toquaht citizen's skills as required by that section may include consideration of that Toquaht citizen's ability to develop the skills necessary for the position in circumstances where that Toquaht citizen does not at that time possess the requisite skills but education and training are readily available for that Toquaht citizen to develop the requisite skills for the position.

Exceptions to section 2.2

2.4 Subject to any regulations

(a) section 2.2(a) does not apply to an appointment that is a lateral transfer or a demotion, and

(b) section 2.2(a)(ii) does not apply to the following:

(i) a temporary appointment of not more than six months in duration;

(ii) a direct appointment by the director of operations in

(A) the unusual or exceptional circumstances contemplated in section 4.1(c), or

(B) in the circumstances contemplated in section 4.1(d).

Probation

2.5 (a) If an individual who is not a member of the Toquaht administration is appointed to a position in and becomes personnel, the individual is on probation until he or she has worked the equivalent of three months' full time employment.

(b) If the appointment is made from within the Toquaht administration, a probation period in the new position not exceeding the equivalent of three months' full time employment may be imposed by the director of operations.

(c) A Toquaht director may reject personnel on probation during the probation period if the Toquaht director considers that the personnel on probation is unsuitable for the position to which he or she was appointed.

PART 3 - DIRECTOR OF OPERATIONS

Office of director of operations

3.1 (a) The office of director of operations is established.

(b) The Executive must appoint an individual to hold the office of the director of operations.

(c) The director of operations reports to the Executive.

Policy leadership

3.2 The director of operations is responsible for providing policy leadership and overall policy direction to personnel.

Personnel responsibilities

3.3 (a) The director of operations is responsible for all matters relating to personnel recruitment, hiring, promotion, training, discipline, suspension, termination and overall personnel management matters.

(b) The general authority in subsection (a) includes

(i) advising the Toquaht government respecting regulations, standards, policies and procedures relating to personnel,

(ii) developing and implementing personnel standards, policies and procedures,

(iii) providing direction, advice or assistance to Toquaht directors in the carrying out of regulations, standards, policies and procedures relating to personnel,

(iv) recruiting, selecting and appointing, or providing for the recruitment, selection and appointment of personnel to or within the Toquaht government subject to the annual budget,

(v) developing, providing, assisting in or coordinating staff training, educational and career development programs,

(vi) developing, establishing and maintaining job evaluation and classification plans,

(vii) developing, establishing and maintaining occupational health and safety programs,

(viii) developing and implementing employment equity policies and programs,

(ix) conducting studies and investigations respecting staff utilization,

(x) carrying out research on compensation and working conditions,

(xi) developing and implementing mechanisms to ensure effective human resource planning and organizational structures,

(xii) developing, implementing and maintaining a process to monitor, audit and evaluate delegations under section 3.5 to ensure compliance with this Act,

(xiii) establishing and maintaining a personnel management information system, and

(xiv) performing any other duties and exercising any other powers assigned by the chairperson of Council respecting personnel consistent with this Act.

Administrative responsibilities

3.4 (a) Without limiting section 3.3, the director of operations is also responsible for the general management and administration of the Toquaht government.

(b) The general authority in subsection (a) includes

(i) exercising control and management of the administrative business and affairs of Toquaht government in accordance with Toquaht law,

(ii) ensuring the efficient and effective operation of the Toquaht government,

(iii) establishing and overseeing administrative policies, practices and procedures necessary to effectively implement Toquaht laws and the policies and programs of the Toquaht government, including preparing and maintaining a current organizational chart and making it available to the public,

(iv) advising the chairperson of Council and the Executive,

(v) ensuring that decisions of the Executive are implemented,

(vi) ensuring that the annual budget is prepared and implemented,

(vii) safeguarding the financial integrity of the Toquaht government by identifying, assessing, monitoring and reporting on financial risks, fraud risks and mitigating measures,

(viii) ensuring the accountability of the operations of the Toquaht government, including the activities of management,

(ix) directing persons who are retained to provide services for the Toquaht government,

(x) developing, overseeing and administering contracts and agreements entered into on behalf of the Toquaht Nation, and

(xi) performing any other duties and exercising any other powers given, delegated or assigned under Toquaht law or by the Executive.

Delegation authority

3.5 (a) Upon the approval of the Executive, the director of operations may delegate, in writing, the performance of any of the director of operations' duties or the exercise of any of the director of operations' powers to

(i) another Toquaht director,

(ii) a Toquaht government employee, or

(iii) an independent contractor of the Toquaht Nation.

(b) Despite the delegation of any duties or powers under subsection (a), the director of operations remains responsible for ensuring that the duties are performed properly and the powers are exercised appropriately.

Operations Manual

3.6 (a) The director of operations must prepare and maintain a current operations manual respecting every element of the Toquaht Nation's administrative system, including any financial administration systems.

(b) The operations manual must be made available to Toquaht government representatives, committees of Council and all personnel.

(c) If any part of the operations manual is relevant to the services being provided by a contractor or agent of the Toquaht Nation, that part of the operations manual must be made available to that contractor or agent.

PART 4 - GOVERNMENT PERSONNEL

Hiring of personnel

4.1 (a) Subject to subsection (b) and sections 2.2, 2.3 and 2.4, the director of operations is responsible for the recruitment, hiring, promotion, transfer and training of all government personnel.

(b) Subject to Toquaht legislation providing otherwise, the Executive must appoint an individual to hold the office of a Toquaht director after considering the recommendation of the director of operations on the appointment.

(c) In unusual or exceptional circumstances, the director of operations may limit to one the number of applicants for a vacant position in the Toquaht administration.

(d) The director of operations may transfer or promote personnel by way of direct appointment if the appointment is otherwise consistent with section 2.2.

Confidentiality Agreement

4.2 All new personnel must, prior to the commencement of their employment, sign a confidentiality agreement containing their confidentiality requirements and other matters the Executive may prescribe.

Personnel integrity

4.3 For certainty, all personnel are subject to the provisions of the Integrity Act (Toquaht Nation) applicable to personnel.

Discipline, suspension and dismissal of personnel

4.4 (a) The director of operations or, in relation to personnel within the Department he or she is a director of, a Toquaht director, may

(i) discipline personnel for just cause,

(ii) suspend personnel from the performance of their duties or the exercise of their powers for just cause, or

(iii) dismiss personnel for just cause.

(b) For certainty, the Tyee Ha'wilth, chairperson of Council and any other Toquaht government representative must not discipline, suspend or dismiss any personnel.

Political activity of personnel

4.5 (a) Personnel must not be required to participate in partisan political activity, including actively supporting a candidate for elected office.

(b) Personnel must not be prohibited from participating in partisan political activity.

PART 5 - REVIEW OF EMPLOYMENT DECISIONS

General

5.1 For certainty, no

(a) civil remedy, or

(b) remedy under federal law or provincial law

is available to an individual against the Toquaht government as employer if suspended or affected by this Part.

Review by director of operations

5.2 (a) An individual who is

(i) a Toquaht citizen whose application for an advertised position in the Toquaht administration is not accepted, or

(ii) dismissed from a position in the Toquaht administration

may apply to the director of operations for a review of the decision of non-acceptance or dismissal, as the case may be.

(b) The director of operations must expeditiously review the decision with the applicant and may, by directive,

(i) reverse or modify the decision with or without conditions, or

(ii) confirm the decision.

(c) As soon as practicable after completion of the review, the director of operations must deliver to the applicant written notice

(i) stating the outcome of the review, and

(ii) advising the applicant of the right to request a review of the directive, as described in section 5.3.

Review by Review Board

5.3 (a) No later than 10 days after receipt of the written notice under section 5.2(c), the applicant may request a review of the directive made under section 5.2(b) to the Review Board.

(b) The grounds for a review under this section are that the directive is inconsistent with this Act or the standards, policies and procedures referred to in section 3.3(b)(ii).

(c) After conducting a review, the Review Board may

(i) dismiss the review request, or

(ii) if it determines that the directive is inconsistent with this Act or the standards, policies and procedures referred to in section 3.3(b)(ii), either

(A) reverse the decision, or

(B) alter the decision to include a remedy.

PART 6 - DEPARTMENT OF COMMUNITY SERVICES

Department of Community Services established

6.1 The Department of Community Services is established as a division of the Toquaht administration.

Mandate

6.2 (a) The mandate of the Department of Community Services is to provide the services set out in subsection (b) to

(i) Toquaht citizens, and

(ii) those persons ordinarily resident on Toquaht lands who are not Toquaht citizens and entitled to receive those services in accordance with a Toquaht enactment.

(b) The following services will be provided by the Department of Community Services in accordance with subsection (a):

(i) the citizenship and enrolment services contemplated in the Citizenship Act (Toquaht Nation);

(ii) any services necessary or desirable in accordance with Chapter 13 Governance of the Maa-nulth Treaty or any other Toquaht enactment relative to

(A) adoption,

(B) child protection, custody or care,

(C) health services,

(D) social development,

(E) solemnization of marriages,

(F) ~~language and culture education~~[repealed]~~,~~

(G) kindergarten to grade 12 education,

(H) post secondary education,

(I) public order, peace and safety, and

(J) [repealed]

(K) community correctional services;

(iii) any other services as required by the Executive by regulation; and

(iv) any other services as required by the director of operations by Order.

Office of the director of community services established

6.3 (a) The office of the director of community services is established as an office within the Department of Community Services.

(b) The Executive must appoint an individual to hold the office of the director of community services after considering the recommendation of the director of operations.

(c) The director of community services reports to the director of operations.

Duties of the director of community services

6.4 (a) The director of community services is responsible for the general management and administration of the Department of Community Services.

(b) The general authority in subsection (a) includes the following duties and powers:

(i) to ensure that Toquaht government employees within the Department of Community Services carry out the duties assigned to them

(A) under this or any other Toquaht enactment,

(B) by the director of operations, or

(C) by the director of community services;

(ii) to report, as required by the director of operations, to the Executive on the Department of Community Services and its activities;

(iii) to perform any other duties or exercise any other power assigned to the director of community services

(A) under this or any other Toquaht enactment, or

(B) by the director of operations by Order.

Delegation authority

6.5 (a) Upon the approval of the director of operations, the director of community services may delegate, in writing, the performance of any of the director of

community services' duties or the exercise of any of the director of community services' powers to

(i) another Toquaht director,

(ii) a Toquaht government employee, or

(iii) an independent contractor of the Toquaht Nation.

(b) Despite the delegation of any duties or powers under subsection (a), the director of community services remains responsible for ensuring that the duties are performed properly and the powers are exercised appropriately.

PART 6.1 - DEPARTMENT OF CULTURE, LANGUAGE AND HERITAGE

Department of Culture, Language and Heritage established

6.1.1 The Department of Culture, Language and Heritage is established as a division of the Toquaht administration.

Mandate

6.1.2 The mandate of the Department of Culture, Language and Heritage is to provide any services necessary or desirable in accordance with Chapter 13 Governance of the Maa-nulth Treaty or any Toquaht enactment in relation to

(a) culture,

(b) language, and

(c) heritage.

Office of the director of culture, language and heritage established

6.1.3 (a) The office of the director of culture, language and heritage is established as an office within the Department of Culture, Language and Heritage.

(b) The Executive must appoint an individual to hold the office of the director of culture, language and heritage after considering the recommendation of the director of operations.

(c) The director of culture, language and heritage reports to the director of operations.

Duties of the director of culture, language and heritage

6.1.4 (a) The director of culture, language and heritage is responsible for the general management and administration of the Department of Culture, Language and Heritage.

(b) The general authority in subsection (a) includes the following duties and powers:

(i) to ensure that Toquaht government employees within the Department of Culture, Language and Heritage carry out the duties assigned to them

(A) under this or any other Toquaht enactment,

(B) by the director of operations, or

(C) by the director of culture, language and heritage;

(ii) to report, as required by the director of operations, to the Executive on the Department of Culture, Language and Heritage and its activities;

(iii) to perform any other duties or exercise any other power assigned to the director of culture, language and heritage

(A) under this or any other Toquaht enactment, or

(B) by the director of operations by Order.

Delegation authority

6.1.5 (a) Upon the approval of the director of operations, the director of culture, language and heritage may delegate, in writing, the performance of any of the director of culture, language and heritage's duties or the exercise of any of the director of culture, language and heritage's powers to

(i) another Toquaht director,

(ii) a Toquaht government employee, or

(iii) an independent contractor of the Toquaht Nation.

(b) Despite the delegation of any duties or powers under subsection (a), the director of culture, language and heritage remains responsible for ensuring that the duties are performed properly and the powers are exercised appropriately.

PART 7 - GENERAL PROVISIONS

Annual report

7.1 The director of operations must

(a) prepare a report annually on matters related to this Act, and

(b) present the report to the Executive no later than two months after the end of each fiscal year.

Regulations

7.2 (a) The Executive may make regulations which it considers necessary or advisable for the purposes of this Act.

(b) Without limiting subsection (a), the Executive may make regulations

(i) respecting all or any of the following:

(A) classifications of positions;

(B) remuneration of personnel;

(C) applications and selection of personnel;

(D) appointment of personnel;

(E) internal advancement of personnel;

(F) the giving of first priority to Toquaht citizens and second priority to members of other first nations;

(G) lateral transfers of personnel;

(H) short term or casual appointments;

(I) benefits;

(J) terms of employment;

(K) review and evaluation of performance;

(L) leaves of absence;

(M) competitions and exclusions from competitions;

(N) position titles and job descriptions;

(O) promotions;

(P) disciplinary action;

(Q) training and human resource development;

(ii) defining words and expressions that are used but not defined in this Act; and

(iii) generally for the purpose of giving effect to this Act.

Commencement

7.3 This Act comes into force on the Maa-nulth Treaty effective date.

LEGISLATIVE HISTORY

Government Personnel Act, TNS 5/2011, enacted April 1, 2011

Amendments

Section	Amendment	In Force
5.2(b)	TNS 8/2014, s.4.9(a)	June 10, 2014
5.2(c)(ii)	TNS 8/2014, s.4.9(b)	June 10, 2014
5.3	TNS 8/2014, s.4.9(b)	June 10, 2014
6.2(b)(iv)	TNS 8/2014, s.4.9(c)	June 10, 2014
6.4(b)(iii)(B)	TNS 8/2014, s.4.9(c)	June 10, 2014
6.2(b)(ii)(I)	TNS 5/2024, s.3.8(a)	March 26, 2024
6.2(b)(ii)(J)	TNS 5/2024, s.3.8(b)	March 26, 2024
6.5	TNS 5/2024, s.3.8(c)	March 26, 2024
1.1	TNO ◆, s.28(a)	◆
4.3	TNO ◆, s.28(b)	◆
5.2(a)(ii)	TNO ◆, s.28(c)	◆
6.2(b)(i)	TNO ◆, s.28(d)	◆
6.5(a)(iii)	TNO ◆, s.28(e)	◆

Amending Acts:

TNS 8/2014 Enforcement Framework Amendment Act No. 2 enacted June 10, 2014
TNS 5/2024 Public Works and Services Act Amendment Act enacted March 26, 2024

Regulations:

Orders:

TNO ◆ Law Clerk Order re: Miscellaneous Grammatical and Typographical Amendments enacted ◆

Agreement No. : 2627-BC-000053
Recipient No. : 0666

FUNDING AGREEMENT - OTHER

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services and the Minister of Crown-Indigenous Relations ("Canada").

AND

Toquaht Nation, a First Nation as defined in the Maanuth First Nations Final Agreement Act as represented by its Toquaht Government (“Toquaht Nation”).

PREAMBLE

WHEREAS the parties wish to enter into an agreement for the Funding of certain Activities to be delivered by Toquaht Nation.

NOW THEREFORE, the parties agree as follows:

1 Duration

1.1 This Agreement will be in effect from April 1, 2026 (the "effective date") and will expire on March 31, 2031 (the "expiry date"), unless terminated earlier or shortened or extended by amendment.

2 Objective

2.1 The purpose of this Agreement is for Canada to provide the Funding to Toquaht Nation for the delivery of the Activities.

3 Responsibility

3.1 Each party shall carry out its respective rights and obligations in accordance with the terms of this Agreement and applicable laws.

4 Relationship

4.1 Nothing in this Agreement creates or is to be construed as creating a joint venture, partnership, service contract or principal and agent relationship between the parties. Toquaht Nation shall not represent itself to any third party as acting on behalf of Canada, as being a joint-venturer, partner, a service contractor, principal, agent or delegate of Canada.

5 Funding

5.1 Subject to the terms and conditions of this Agreement, Canada shall transfer the Funding to Toquaht Nation in accordance with the schedule 2 up to the amount set out in Schedule 3.

5.2 The parties acknowledge that, if this is a multi-year agreement, not all funding for the full term of this Agreement may be set out in Schedule 3 at any given time. Funding for subsequent Fiscal Years may be determined or adjusted annually in accordance with the terms of this Agreement. Amendments to Schedule 3 for this purpose will be made by way of a Notice of Budget Adjustment (NOBA) or other amendment process.

6 Formula-based or Factor-based Funding Adjustments

6.1 Where the amount of any funding will change in accordance with a predetermined adjustment factor or formula set out in Schedule 4 or Schedule 6, Canada shall, by NOBA, amend Schedule 3 accordingly.

7 Notice of Budget Adjustment (NOBA)

7.1 Canada may, by NOBA, amend Schedule 3 in order to adjust the Funding and/or periodic advance

payments for one or more Fiscal Years.

7.2 A NOBA will be signed by Canada, will set out the details of the Funding changes and will contain an amended Schedule 3 for this Agreement.

7.3 A NOBA may not:

(a) reduce overall funding except according to an adjustment factor or formula set out in Schedule 4 or Schedule 6; or

(b) modify the terms and conditions of this Agreement, except as provided for in subsection 7.1.

8 Multiple Departments

8.1 Canada's rights and obligations under this Agreement may be carried out by any Federal Department.

9 Funding Subject to Appropriations and Departmental Funding Authorities

9.1 The payment of any funding is subject to there being an appropriation for the Fiscal Year in which the payment is to be made. Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Funding in the event that departmental funding levels of any Federal Department are changed by Parliament during the term of this Agreement.

9.2 In the event that any funding authority of any Federal Department for which the Funding is provided is modified or cancelled by the Treasury Board of Canada or by that Federal Department, Canada may adjust or cancel the Funding accordingly.

9.3 Where Set Funding, Fixed Funding or Flexible Funding is to be reduced or cancelled under subsection 9.2, Canada shall provide at least 60 days prior notice to Toquaht Nation. This notice will specify the Activities, the Fiscal Year(s) and amounts in respect of which any such funding will be reduced or cancelled.

9.4 Where any Block Funding is to be reduced or cancelled under subsection 9.2, Canada shall provide at least one year’s prior notice to Toquaht Nation.

9.5 Notwithstanding any other provision of this Agreement that provides for the renewal of funding, Canada may not renew if:

(a) there would be no appropriation for the payment of funding in what would be the initial fiscal year of the renewal;

(b) the departmental funding levels of any Federal Department are changed by Parliament during the term of this Agreement, whether the effective date of that change is during or after the term of this Agreement; or

(c) any funding authority of any Federal Department for which the Funding is provided is modified or cancelled by the Treasury Board of Canada or by that Federal Department, whether the effective date of that modification or cancellation is during or after the term of this Agreement.

10 Adjustment of Cash Flow

10.1 Toquaht Nation may request adjustment of any periodic payment set out in Schedule 3 for an Activity where it differs from its anticipated expenditures for the corresponding period. In this case, Toquaht Nation shall propose adjustments to that Schedule accordingly. Canada shall notify Toquaht Nation of acceptance or rejection of the proposed adjustments within 30 days of Toquaht Nation's notification. Where Canada accepts the proposed adjustments, Canada shall issue a notice of acceptance or a NOBA containing the revised Schedule 3.

10.2 The total annual funding amount for an Activity set out in Schedule 3 may not be changed under subsection 10.1.

11 Eligible Expenses - General

11.1 In addition to the requirements of section 2.1, Schedule 2 and Schedule 6, Toquaht Nation may only expend the Funding where the expense is: (i) directly related to the carrying out of Toquaht Nation’s responsibilities under this Agreement; and (ii) Toquaht Nation follows generally accepted business practices in negotiating the price and other terms and conditions for the expenditure.

12 Reimbursement of Ineligible Expenditures

12.1 For each Activity identified as Set, Fixed and Flexible in Schedule 3, Toquaht Nation shall repay to Canada any expenditure it makes against annual amounts allocated in that Schedule for that Activity that is not in accordance with the terms and conditions of Schedule 2 or the Delivery Requirements set out in Schedule 4 or Schedule 6 for that Activity, unless Canada agrees otherwise in writing.

12.2 Subject to subsections 5.3 and 5.4 of Schedule 2, Toquaht Nation shall repay to Canada any expenditure it makes in a Fiscal Year against the total of annual amounts for Activities funded by Block Funding where that expenditure is not in accordance with the Delivery Requirements for at least one of those Activities.

12.3 If Cost-Sharing applies to any Activity according to the Delivery Requirements, Toquaht Nation shall instead repay to Canada an amount, proportional to Canada's funding share, of any expenditure against the annual amounts from all required sources allocated for that Activity that is not in accordance with the terms and conditions of Schedule 2 or the Delivery Requirements.

13 Deficits

13.1 Toquaht Nation shall be responsible for any expenditure it makes in excess of the Funding.

14 Reports and Records

14.1 Each Fiscal Year, Toquaht Nation shall prepare and submit to ISC all reports listed in Schedule 5 for each Fiscal Year in accordance with the requirements for each report set out in the *Reporting Guide* for that Fiscal Year.

14.2 If this Agreement covers more than one Fiscal Year, Canada may, on or before the start of each Fiscal Year, issue a new Schedule 5 for that Fiscal Year.

14.3 Canada shall publish the *Reporting Guide* no later than 90 days before the start of each Fiscal Year. Canada may amend the *Reporting Guide* during a Fiscal Year for the same Fiscal Year only if the amendment arises from a Treasury Board requirement. Canada shall promptly notify Toquaht Nation of any such amendment.

14.4 Canada may, by notice to Toquaht Nation, extend the deadline for the receipt of any reports if Toquaht Nation provides notice before the applicable due dates of circumstances beyond Toquaht Nation’s control preventing Toquaht Nation from meeting the deadlines. Such a notice may only change the reporting date and no other reporting requirements. This notice will be signed by Canada and will amend this Agreement in accordance with its terms.

14.5 Toquaht Nation shall retain all original financial and non-financial accounts and records, in paper or electronic form, that relate to the Activities and use of Funding under this Agreement, including accounts and records that are required to prepare reports under this Agreement, for a period of 7 years following the end of the last Fiscal Year to which the records relate. Such records, whether kept in paper or electronic form, must be organized, complete, legible and accessible.

14.6 If Toquaht Nation is required to provide Audited Consolidated Financial Statements as indicated in Schedule 5, Toquaht Nation shall have its yearly financial reports audited by an independent auditor who is recognized in the Province or Territory in which Toquaht Nation has its administrative offices. Toquaht Nation shall notify Canada of the appointment of the auditor at least 2 weeks before the end of the Fiscal Year being covered by the audited financial reports.

14.7 ISC may deliver a copy of Toquaht Nation’s financial reporting required under the *Reporting Guide*, including, where required under this Agreement, its Audited Consolidated Financial Statements, to any Federal Department. ISC shall not provide a copy of such statements or reports to any third party or other part of the federal government, except where agreed to in writing by Toquaht Nation or where authorized or permitted by law.

15 Where Reporting or Disclosure Requirements are not met

15.1 Without limiting remedies available to Canada under this Agreement, Canada may withhold funds from Toquaht Nation when Toquaht Nation has not submitted, by the due date, any financial or other report required by this Agreement or by a predecessor funding agreement between Toquaht Nation and a Federal Department.

15.2 Canada shall pay the withheld funds to Toquaht Nation within 45 days of the required reports being submitted by Toquaht Nation and accepted by Canada, subject to subsection 25.3.

15.3 Without limiting remedies available to Canada under this Agreement, if Toquaht Nation defaults in its obligation under this Agreement or any predecessor to provide Canada with its Audited Consolidated Financial Statements, together with all schedules and reports required under the *Reporting Guide*, Canada may:

(a) require that an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which Toquaht Nation has its administrative offices be engaged immediately by Toquaht Nation at Toquaht Nation's cost and that the Audited Consolidated Financial Statements, together with all schedules and reports required under the *Reporting Guide*, be delivered within a reasonable time as Canada may determine; or

(b) appoint an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which Toquaht Nation has its administrative offices and in which case:

(i) Toquaht Nation shall provide the auditor appointed by Canada with full access to its financial records and provide such other information as the auditor may require to perform the audit; and

(ii) Toquaht Nation shall reimburse Canada for all costs incurred in having the audit conducted.

16 Contracting-Out and Delegation

16.1 Subject to the other provisions of this section, Toquaht Nation may contract-out or delegate any of its functions or obligations under this Agreement to an Agency. Toquaht Nation shall remain responsible to Canada for the performance of all such contracted or delegated matters.

16.2 If Toquaht Nation wishes to contract-out or delegate any of its functions or obligations under this Agreement to an Agency, it shall:

(a) enter into an agreement with the Agency for that purpose;

(b) ensure that the Agency complies on behalf of Toquaht Nation with all requirements of this Agreement that are:

(i) relevant or applicable to the functions or Activities contracted-out or delegated to the Agency; or

(ii) necessary to allow Toquaht Nation to comply with its obligations to Canada; and

(c) make the agreement available to Canada upon request, subject to applicable laws.

17 Distributed Payments to Sub-Recipients

17.1 In this section,

"AMF" means Toquaht Nation's accountability and management framework described in subsection 17.3.

"Sub-Recipient" means any entity other than Toquaht Nation to which Toquaht Nation further distributes funding to enable that entity to deliver Sub-Recipient Activities.

"Sub-Recipient Activity" means any program, service, activity, initiative or project delivered by a Sub-Recipient that: (i) is consistent with a Delivery Requirement in respect of which any amount of the Funding is further distributed by Toquaht Nation under this section; and (ii) is undertaken by a Sub-Recipient in accordance with a Sub-Recipient Agreement.

"Sub-Recipient Agreement" means an agreement entered into between Toquaht Nation and a Sub-Recipient in accordance with subsection 17.4.

17.2 Toquaht Nation may further distribute Funding to one or more Sub-Recipients to undertake Sub-Recipient Activities in accordance with: (i) this section; and (ii) its AMF.

17.3 Accountability and Management Framework: If Toquaht Nation provides funding to Sub-Recipients under this subsection, it shall prepare and implement an AMF that is shared with, and acceptable to, Canada. The AMF must set out:

(a) a description of the distributed payments system to be used by Toquaht Nation with Sub-Recipients that is consistent with subsection 17.4;

(b) a description of the Sub-Recipient Activities;

(c) a description of the eligible class or classes of Sub-Recipients;

(d) a clear, transparent, and open decision-making process regarding the selection of Sub-Recipients, and a redress system for complaints regarding decisions of Toquaht Nation relating to Sub-Recipients or other entities that applied for funding from Toquaht Nation;

(e) a statement of: (i) the amount of the Funding that will be distributed to Sub-Recipients; and (ii) the amount of administrative expenses Toquaht Nation expects to incur that is consistent with any administrative expense provisions in the Delivery Requirements for the Activities in question; and

(f) performance expectations related to Toquaht Nation's distributed payments system.

17.4 Agreements with Sub-Recipients: If Toquaht Nation provides funding to Sub-Recipients under this subsection, it shall use written agreements between it and each Sub-Recipient that must contain, at a minimum, terms setting out:

(a) identification of the Sub-Recipient (proper legal name and address);

(b) the effective date and duration of the agreement;

(c) a description of the Sub-Recipient Activities to be undertaken;

(d) the amount of funding to be provided by Toquaht Nation to the Sub-Recipient and a funding schedule;

(e) eligible expenses for which the Funding may be used;

(f) that the Sub-Recipient is responsible for the Sub-Recipient Activities, and that it acts on its own behalf and not on behalf of, or as an agent, contractor, or delegate of Toquaht Nation;

(g) the financial and non-financial conditions on the funding;

(h) a requirement for the Sub-Recipient to repay to Toquaht Nation any amount of funding that is provided to the Sub-Recipient that is: (i) not accounted for by the Sub-Recipient; (ii) not used in accordance with the Sub-Recipient Agreement; or (iii) an overpayment or any other amount that is repayable to Toquaht Nation under the Sub-Recipient Agreement;

(i) the reporting and any evaluation obligations of the Sub-Recipient to Toquaht Nation in respect of its Sub-Recipient Activities and the use of the Funding provided. Reporting obligations must provide Toquaht Nation with reports in a manner and at intervals that allow Toquaht Nation to comply with its reporting and record-keeping obligations under this Agreement;

(j) the audit and enforcement rights of Toquaht Nation sufficient to ensure accountability for the distributed funding. Enforcement rights of Toquaht Nation must include all steps that can be taken by Toquaht Nation to address a Sub-Recipient default, including discussions, dispute resolution processes, remediation plans, withholding of funds by Toquaht Nation, and termination or enforcement of the Sub-Recipient Agreements;

(k) a right for Toquaht Nation to provide copies of: (i) the Sub-Recipient Agreement; and (ii) any review, evaluation or audit reports under that agreement, to Canada; and

(l) Canada's role in providing the Funding that is used for the distributed payments to Sub-Recipients, and that the Sub-Recipient is not a funding recipient, contractor or agent, or partner of Canada.

17.5 Monitoring and Audit of Sub-Recipient Agreement: Toquaht Nation shall exercise due diligence in the administration of its Sub-Recipient Agreements. Without limiting the generality of the foregoing, in exercising due diligence, Toquaht Nation shall:

(a) furnish the Sub-Recipient with such advice and support as the Recipient deems appropriate to assist Sub-Recipients to better realize the objectives of the Sub-Recipient Agreements;

(b) undertake periodic audits or inspections of financial records, as appropriate, to verify that costs claimed under Sub-Recipient Agreements were incurred in accordance with those agreements;

(c) where there is a breach of a Sub-Recipient Agreement by a Sub-Recipient, take appropriate steps and, if necessary, enforcement measures; and

(d) make all reasonable efforts to recover any amount of the distributed funding that is repayable by a Sub-Recipient.

17.6 Reporting to Canada: When Toquaht Nation provides funding to Sub-Recipients under this section it shall provide Canada upon request with:

(a) a copy of its AMF and any evaluations and performance reports relating to its distributed payments system; and

(b) copies of all Sub-Recipient Agreements, and any evaluation or audit reports relating to such agreements.

18 Environmental Obligations

18.1 Toquaht Nation and Canada shall cooperate for Toquaht Nation to ensure that, with respect to any Activity to be undertaken by Toquaht Nation with any of the Funding, all applicable requirements of the *Impact Assessment Act* and any other applicable environmental laws will be followed.

19 Indemnification

19.1 Toquaht Nation shall indemnify and save harmless the Crown, his Ministers, officers, employees, agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any acts or omissions of Toquaht Nation or of any of its employees or agents in respect of, or resulting from: (i) Toquaht Nation's performance or non-performance of its obligations under this Agreement; or (ii) Toquaht Nation entering into any loan, capital lease or other long-term obligation.

20 Insurance

20.1 Toquaht Nation shall be responsible for determining whether to purchase insurance coverage for its protection and to cover its obligations under this Agreement.

21 Loans

21.1 Where the Delivery Requirements for an Activity permit the making of loans, Toquaht Nation may make loans from the Funding for that Activity provided that:

(a) the loans are directly related to the specific Activity and will not be made for personal use;

(b) Toquaht Nation's loan policy is in writing and available to Canada upon request; and

(c) all loans are evidenced by an agreement in writing between Toquaht Nation and each borrower.

22 Stacking of Assistance

22.1 Toquaht Nation shall provide notice to Canada, prior to the end of each Fiscal Year, if Toquaht Nation receives funding assistance from the Crown (other than as contained in this Agreement) or from any provincial, territorial or municipal government that may be used for any of the Activities. In such case, Canada may require Toquaht Nation to repay any amount of the Funding that Canada considers a duplication of the Funding from the other sources.

23 Default

23.1 Toquaht Nation will be in default of this Agreement in the event:

(a) Toquaht Nation defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to Toquaht Nation;

(b) the auditor of Toquaht Nation gives a disclaimer of opinion or adverse opinion on the Audited Consolidated Financial Statements of Toquaht Nation in the course of conducting any audit under this Agreement or any previous agreement under which a Federal Department provides funding to Toquaht Nation;

(c) Canada, having regard to Toquaht Nation financial statements and any other financial information relating to Toquaht Nation reviewed by Canada, determines the financial position of Toquaht Nation is such that the delivery of any Activity is at risk; or

(d) Toquaht Nation becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors, ceases operations, or ceases to be a corporation in good standing under the laws of Canada or of a Province or Territory of Canada, as applicable.

24 Remedies on Default

24.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event Toquaht Nation is in default under this Agreement, the parties will communicate or meet to review the situation.

24.2 In the event Toquaht Nation is in default under this Agreement, Canada may take one or more of the following actions:

(a) require Toquaht Nation to develop and implement a Management Action Plan within 60 days, or at such other time as the parties may agree upon and set out in writing;

(b) require Toquaht Nation to seek advisory support acceptable to Canada;

(c) withhold any funding otherwise payable under this Agreement;

(d) require Toquaht Nation to take any other reasonable action necessary to remedy the default;

(e) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or

(f) terminate this Agreement.

25 Repayment

25.1 Toquaht Nation shall, at such times as this Agreement specifies and otherwise upon written demand, repay to Canada any amount of the Funding which:

(a) has not been accounted for by Toquaht Nation in accordance with this Agreement;

(b) is spent by Toquaht Nation for purposes other than those authorized under this Agreement;

(c) Canada determines to be a recoverable stacking amount under section 22; or

(d) is an overpayment or any other amount that is repayable by Toquaht Nation under this Agreement.

Such amounts are debts due to the Crown.

25.2 Interest will be charged on any debts in accordance with the *Interest and Administrative Charges Regulations* and also constitutes a debt due to the Crown.

25.3 Without limiting the scope of set-off or compensation rights available to the Crown at common law, under the *Civil Code of Québec*, under the *Financial Administration Act* or otherwise, Canada may set-off or seek compensation against the Funding for:

(a) any amount that is a debt due to the Crown pursuant to subsection 25.1 and 25.2; and

(b) any amount that Toquaht Nation owes to the Crown under legislation or any other agreement of any kind.

26 Non-Monetary Contributions

26.1 Canada may provide a contribution of goods or services to Toquaht Nation to support Toquaht Nation's delivery of any Activities.

26.2 With the written consent of Toquaht Nation, a non-monetary contribution with a value of up to $5,000 may

be made by way of Canada:

(a) delivering the goods and/or services to Toquaht Nation; and

(b) issuing a notice of non-monetary contribution ("NONMC") to Toquaht Nation for the delivery of the contributed goods or services pursuant to this section.

26.3 A NONMC will be signed by Canada and will:

(a) list each of the goods and/or services to be contributed;

(b) set out the location where each of the goods and/or services will be delivered and the expected date or time period for such delivery;

(c) indicate the value of the non-monetary contribution based on Canada's actual costs for the purchase and delivery of the contributed goods and/or services, or the fair market value of the foregoing (whichever is less); and

(d) be issued prior to or upon delivery of the goods and/or services and include conditions for the contribution, including any reporting conditions.

26.4 Any non-monetary contribution with a value in excess of $5,000 may be made by way of Canada and Toquaht Nation entering into a non-monetary contribution agreement.

26.5 Where Canada contributes goods and/or services under this section, Toquaht Nation shall:

(a) use the goods or services solely for the purposes of delivering Activities as specified in the NONMC or as otherwise agreed between the parties in writing;

(b) comply with the conditions set out in the NONMC; and

(c) account for the non-monetary contribution in either its Audited Consolidated Financial Statements if Audited Consolidated Financial Statements are required under this Agreement, or in its other financial reports as identified in Schedule 5.

27 Audit

27.1 Canada may audit or cause to have audited the accounts and records of Toquaht Nation and any Agency at any time during the term of this Agreement or within 7 years of the termination or expiry of this Agreement, in order to:

(a) assess or review Toquaht Nation's compliance with the terms and conditions of this Agreement;

(b) review Toquaht Nation's program management and financial control practices in relation to this Agreement; or

(c) confirm the integrity of any data which has been reported by Toquaht Nation pursuant to this Agreement.

27.2 The scope, coverage and timing of any audit will be determined by Canada and may be carried out by one or more auditors employed or contracted by Canada.

27.3 Canada shall notify Toquaht Nation at least 4 weeks in advance of an audit under this section.

27.4 In the event of an audit under this section, Toquaht Nation shall, upon request:

(a) provide the auditors with all accounts and records of Toquaht Nation relating to this Agreement and to the Contribution Funding, including all original supporting documentation (whether in paper or electronic form);

(b) allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;

(c) provide to those auditors such additional information as they may require with reference to such accounts and records;

(d) provide all necessary assistance to those auditors, including providing them with access to Toquaht Nation's premises;

(e) direct any entity that has provided accounting or record-keeping services to Toquaht Nation to provide copies of those accounts and records to the auditors; and

(f) give consent to Toquaht Nation's auditors to allow access by Canada's auditors to working papers of Toquaht Nation's auditors that support the opinion or disclaimer of opinion on Audited Consolidated Financial Statements where Audited Consolidated Financial Statements are required under this Agreement.

27.5 If at any time during the term of this Agreement, Canada is of the opinion that there may have been a default, the 4 weeks notice period will not apply and Toquaht Nation shall, on request, provide Canada with immediate access to its accounts, records and supporting documentation (whether in paper or electronic form) relating to the Contribution Funding, or those of any Agency.

27.6 The accounts and records Canada may audit or cause to have audited under this section include records maintained under any previous funding agreement through which the Crown has provided funding to Toquaht Nation that, in the opinion of any auditor employed or contracted by Canada, may be relevant to the audit.

27.7 An audit under this section does not limit:

(a) Canada's right to conduct an evaluation of this Agreement under section 28 of this Agreement;

(b) Toquaht Nation's obligation to provide to Canada the financial reports identified in Schedule 5; or

(c) Canada's right to appoint an independent auditor or to require Toquaht Nation to appoint an independent auditor under subsection 15.3 where Audited Consolidated Financial Statements have not been provided to Canada by Toquaht Nation.

28 Evaluation

28.1 Canada may at any time during the term of this Agreement or within 7 years following the end of the last fiscal year, carry out one or more evaluations of the effectiveness of this Agreement.

28.2 Toquaht Nation shall cooperate in the conduct of any such evaluation and provide Canada or its representatives such information as they require, including any records that are required to be retained under subsection 14.5.

29 Dispute Resolution

29.1 Canada and Toquaht Nation shall attempt to negotiate a resolution to any disputes arising between them regarding the interpretation of a provision of this Agreement or the obligation of a party under this Agreement in a timely manner.

29.2 Canada and Toquaht Nation may agree to non-binding mediation to resolve any dispute. In such case, each party shall bear its own costs and bear equally the costs of any independent third party appointed to assist the parties to try to resolve the dispute.

30 Termination

30.1 Either party may terminate this Agreement by providing notice to the other party stipulating the reason for termination, provided that before any such termination can become effective:

(a) the parties exhaust the dispute resolution process if relevant to the termination; and

(b) the parties agree on a time frame to terminate the Agreement.

30.2 In the event of the termination of this Agreement:

(a) Toquaht Nation shall provide Canada with all reporting for all funding as required by the *Reporting Guide*, or such parts of that financial reporting as specified by Canada, within 120 days of the date of termination;

(b) subject to rights of set-off, Canada shall pay to Toquaht Nation any funding owed to Toquaht Nation up to the termination date of this Agreement unless Toquaht Nation and Canada agree otherwise

in writing;

(c) without limiting any other obligation under this Agreement to repay amounts to Canada, Toquaht Nation shall repay to Canada any unexpended funding up to the termination date of this Agreement, and within 120 days thereof, unless Toquaht Nation and Canada agree otherwise in writing; and

(d) Toquaht Nation shall fulfill any other obligation relating to termination as set out in any Schedule.

31 This Agreement

31.1 This Agreement constitutes the entire agreement between the parties and supersedes all discussions, negotiations and commitments in relation to the subject matter of this Agreement which may have preceded the signing of this Agreement. For greater certainty, this section does not supersede or affect any obligations of the parties in relation to other subject matter, including obligations arising under prior or other funding agreements between the parties.

31.2 The following Schedules are attached to and form part of this Agreement:

- SCHEDULE 1 - Definitions
- SCHEDULE 2 - Contribution Funding (Set, Fixed, Flexible, Block) and Grant Funding
- SCHEDULE 3 - Funding and Schedule of Payments
- SCHEDULE 4 - Delivery Requirements and Funding Adjustment Factors
- SCHEDULE 5 - Reporting and Due Dates
- SCHEDULE 6 - Intentionally Omitted
- SCHEDULE 7 - Intentionally Omitted
- SCHEDULE 8 - Intentionally Omitted

31.3 Descriptive headings in this Agreement are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

31.4 If the phrase “Intentionally Omitted” appears in this Agreement opposite a section number, it either means that the section, which is normally contained in other template forms of this Agreement, is not applicable to this Agreement or has been omitted by agreement. The enumeration of such a section is left intact in order to avoid re-numbering this Agreement.

31.5 All rights and obligations of the parties which expressly, or by their nature, survive termination or expiry of this Agreement will survive unless and until they are fulfilled, or by their nature expire. Without limiting the generality of the foregoing, the following sections or subsections contain rights and obligations of the parties that may or will remain in effect after the termination or expiry of this Agreement:

(a) *Main body of this Agreement*: 11 (Eligible Expenses - General); 12 (Reimbursement of Ineligible Expenditures); 14 (Reports and Records); 15 (Where Reporting or Disclosure Requirements are not met); 16 (Contracting-out and Delegation); 17 (Distributed Payments to Sub-Recipients); 19 (Indemnification); 23 (Default); 24 (Remedies on Default); 25 (Repayment); 27 (Audit); 28 (Evaluation); 29 (Dispute Resolution); 30.2 (Termination - consequential terms); and, 40 (Intellectual Property); and

(b) *Schedule 2 Contribution and Grant Funding*: any sections or subsections that concern spending or repayment of any funding that could apply following expiry or termination of this Agreement.

31.6 All references throughout this Agreement to legislation and particular government publications are deemed to refer to the legislation and government publication in force or issued at the effective date of this Agreement, and include any subsequent amendments or replacements thereof.

31.7 This Agreement will be interpreted in accordance with the laws of Canada and the applicable laws of .

32 Amendments

32.1 All amendments to this Agreement are to be made in writing and signed by both parties, except in the following cases where Canada shall sign the notices alone: (i) a NOBA; (ii) a notice of acceptance for periodic payment changes under subsection 10.1; (iii) a notice of issuing a new Schedule 5 to update reporting requirements for a Fiscal Year under section 14.3; or (iv) a notice to extend a reporting deadline under subsection 14.4.

33 Waiver

33.1 No provision of this Agreement and no event of default by Toquaht Nation or Canada of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the party waiving.

33.2 The waiver by a party of a default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

34 Assignment

34.1 Toquaht Nation may contract-out or delegate any of its functions or obligations under this Agreement in accordance with section 16, but shall not assign any of its rights or obligations under this Agreement without the prior written consent of Canada.

34.2 This Agreement is binding upon the parties and their respective administrators, successors, and assigns.

35 Lobbyists

35.1 Toquaht Nation represents and warrants that it and any person lobbying on its behalf to obtain funding has been, is, and will continue to remain in compliance with the *Lobbying Act*.

35.2 Toquaht Nation represents and warrants that it has not and will not make any payment to any individual or entity that is in whole or in part contingent upon the solicitation of the Funding or the negotiating/signing of this Agreement or any amendment hereto.

36 Warranty of Authority

36.1 The parties confirm that they each have the authority and the capacity necessary to enter into this Agreement and that their representatives have the authority to enter into this Agreement on their behalf.

36.2 Toquaht Nation further represents and warrants that it has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and that it is duly incorporated and in good standing under the laws of Canada or of a Province or a Territory of Canada, and will remain in good standing at all times during the term of this Agreement.

37 Communications Related to Funding

37.1 Each party reserves the right to communicate to the public about this Agreement and the funded Activities by way of, but not limited to, announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials. The timing of these communications will be at the discretion of the party giving the communication. However, the party giving the communication will notify the other party in advance of any significant public event or news release in order to provide to the other party an opportunity to participate in a joint announcement or in the development of joint communications materials.

38 Conflict of Interest Regarding Federal Officials

38.1 Toquaht Nation declares and shall ensure that:

(a) no member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it; and

(b) no individual to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any direct benefit from this Agreement unless that individual is in compliance with the Act and all of the applicable codes and policies noted above.

39 Public Disclosure

39.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of Toquaht Nation, the amount of funding, the nature of the Activities for which funding is provided, and any information relating to the Funding that the *Reporting Guide* states that Canada may publicly disclose.

40 Intellectual Property

40.1 All intellectual property that arises out of or under this Agreement will be owned by Toquaht Nation or a third party as may be set out in an agreement between Toquaht Nation and such third party.

40.2 Toquaht Nation hereby grants to Canada a non-exclusive, royalty-free, fully-paid, perpetual, worldwide, and irrevocable licence to exercise all intellectual property rights for any Crown purpose with respect to all activity reports and records, financial reports and records, evaluation reports and records and other records or communications related to the administration of this Agreement that are delivered by Toquaht Nation to Canada under this Agreement.

40.3 Toquaht Nation shall also fulfill any requirements relating to intellectual property set out in the Schedules and shall secure all necessary rights to give effect to the licence granted under this Agreement.

41 Notices

41.1 Subject to subsection 41.3, notices, requests, reports and documents referred to or required by this Agreement must be in writing and, unless notice to the contrary is given by the receiving party, shall be addressed to the receiving party at the following addresses:

(a) Canada at:
Attention: Regional Director, Funding Services
Indigenous Services Canada
British Columbia Region
Suite 600 - 1138 Melville Street
Vancouver, BC V6E 4S3

(b) Toquaht Nation at:
PO BOX 759
1971 PENINSULA ROAD
UCLUELET, BC
V0R3A0

41.2 Subject to subsection 41.4, notices, requests, reports and documents may be sent by any method of delivery or telecommunication and will be deemed to have been received: (i) by registered mail when the postal receipt is acknowledged by the receiving party; (ii) by facsimile or electronic mail when transmitted and receipt is confirmed; (iii) by personal delivery, messenger or courier when delivered.

41.3 If, pursuant to subsection 27.5, the 4 week notice period in subsection 27.3 does not apply, the request referred to in subsection 27.5 may be addressed to Toquaht Nation at an address or contact person that differs from that specified in paragraph (b) of subsection 41.1.

41.4 The request referred to in subsection 27.5 will be deemed to have been received by Toquaht Nation on the same day that the request is, as the case may be, i) posted; ii) transmitted by facsimile or electronic mail; or iii) attempted to be delivered by personal delivery, messenger or courier.

42 Execution

42.1 This Agreement is signed on behalf of Toquaht Nation and on behalf of Canada by their duly authorized representatives.

42.2 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

43 Official Languages

43.1 Toquaht Nation shall, when requested by Canada and in accordance with applicable laws, provide any or all of the following in relation to the Activities under this Agreement in both of Canada's official languages (English and French): (i) information; (ii) signage; (iii) oral and written communications; (iv) services; and (v) opportunities for official language minorities to participate in functions related to the Activities.

HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by the Minister of Indigenous Services
and the Minister of Crown-Indigenous Relations

by: _____

Director, Funding Services
Indigenous Services Canada

Toquaht Nation

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

by: _____

Name: _____

Title: _____
I have the authority to bind the corporation.

Date: _____

SCHEDULE 1
DEFINITIONS

In this Agreement, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

"Activity" means any program, service, activity, initiative or project listed in Schedule 3 under the heading Program Service Area/Program Inventory/Budget Activity/Functional Area, including any Project.

"Agency" means any authority, board, committee, or other third party authorized to carry out any functions or Activities under this Agreement on behalf of Toquaht Nation.

"Agreement" means this Funding Agreement and includes all Schedules and any amendments to this Agreement.

"Audited Consolidated Financial Statements" means Toquaht Nation's annual consolidated financial statements that are prepared and audited in accordance with the *Reporting Guide*.

"Block Funding" means that portion of the Funding, if any, set out in Schedule 3 under the heading "Block Funding".

"CIRNAC" means the Department Crown-Indigenous Relations and Northern Affairs.

"Contribution Funding" means Set Funding, Fixed Funding, Flexible Funding and Block Funding.

"Cost-Sharing" means a requirement set out in Schedule 4 or Schedule 6 for Toquaht Nation to supplement any Set, Fixed, or Flexible Funding for an Activity with funding from other sources.

"Crown" means His Majesty the King in Right of Canada.

"days" means calendar days, unless otherwise indicated.

"Delivery Requirements" means the requirements for Contribution Funding and Grant Funding set out in Schedules 4 and 6.

"Federal Department" means a federal department or federal government institution through which the Crown provides any of the Funding.

"Fiscal Year" means any period during the term of this Agreement, commencing on April 1st and ending on March 31st of the year immediately following, and includes part thereof in the event this Agreement commences after April 1st or expires or terminates before March 31st.

"Fixed Funding" means that portion of the Funding, if any, set out in Schedule 3 under the heading "Fixed Funding".

"Flexible Funding" means that portion of the Funding, if any, set out in Schedule 3 under the heading "Flexible Funding".

"Funding" means the amounts payable or paid by Canada to Toquaht Nation under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, Block Funding and Grant Funding.

"Grant Funding" means that portion of the Funding, if any, set out in Schedule 3 under the heading "Grant Funding" and that is subject to Canada's pre-established eligibility requirements.

"Health Activities" means the Activities set out in Schedule 3 that are related to health.

"ISC" means the Department of Indigenous Services.

"main body of this Agreement" means that portion of this Agreement that precedes this Schedule.

"Management Action Plan" means a plan, developed by Toquaht Nation and acceptable to Canada, which reflects measures to be taken by Toquaht Nation to remedy a default under this Agreement as it applies with Contribution Funding.

"Mandatory Activities" means the following Activities for the purposes of Flexible Funding:

(i) “Communicable Disease Control”, “Environmental Public Health”, and/or “Treatment Services” as identified in Schedule 3;

and means the following Activities for the purposes of Block Funding;

(i) “Communicable Disease Control”, “Environmental Public Health”, and/or “Treatment Services” as identified in Schedule 3; and

(ii) each Activity found in any table entitled “Block Activity Delivery Requirements” in Schedule 3.

"Notice of Budget Adjustment" or "NOBA" means a notice, issued by Canada, which amends this Agreement to adjust funding and/or periodic payments in accordance with section 7 of the main body of this Agreement.

"Project" means any project described in Schedule 6.

"Reporting Guide" means the applicable reporting guide for each Fiscal Year issued by Canada prior to the commencement of that Fiscal Year that sets out accounting and reporting requirements for this Agreement.

"Schedule" means any schedule to this Agreement.

"Set Funding" means that portion of the Funding, if any, set out in Schedule 3 under the heading “Set Funding”.

SCHEDULE 2

CONTRIBUTION FUNDING (SET, FIXED, FLEXIBLE, BLOCK) AND GRANT FUNDING

1 Application

1.1 All Set, Fixed, Flexible, Block and Grant Funding will be provided subject to and in accordance with: (i) the main body of this Agreement; (ii) this Schedule; and (iii) the applicable terms of the other Schedules.

2 Set Funding

2.1 Toquaht Nation may only expend Set Funding:

(a) for each of the Activities for which it is allocated in Schedule 3 under the heading Set Funding (or SET) or reallocated in accordance with this section;

(b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements; and

(c) during the Fiscal Year in which the annual amount of the Set Funding is payable by Canada.

2.2 Toquaht Nation may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Activity set out in Schedule 3 during the same Fiscal Year.

2.3 Toquaht Nation shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.

2.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, Toquaht Nation has not expended all Set Funding as allocated for each Activity for that Fiscal Year, Toquaht Nation shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, Toquaht Nation shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.

2.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to Toquaht Nation any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

3 Fixed Funding

3.1 Toquaht Nation may only expend Fixed Funding:

(a) for each of the Activities for which it is allocated in Schedule 3 under the heading Fixed Funding (or FIXED) or reallocated in accordance with this section; and

(b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

3.2 Unless Schedule 4 or Schedule 6 provides otherwise, Toquaht Nation may reallocate any Fixed Funding for a Budget Activity set out in Schedule 3, among any Functional Areas of that Budget Activity during a Fiscal Year, provided that the Activities corresponding to those Functional Areas are delivered in that Fiscal Year.

3.3 Subject to subsection 3.4, if Toquaht Nation has not expended all Fixed Funding that is allocated or has been reallocated for an Activity for that Fiscal Year, Toquaht Nation shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, Toquaht Nation shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount.

3.4 Subject to paragraph 30.2 (c) of the main body of this Agreement, Toquaht Nation may retain and spend any unexpended Fixed Funding from a Fiscal Year in respect of an Activity (“unspent amount”) in accordance with this section.

(a) For a Fiscal Year other than the final Fiscal Year, where the Delivery Requirements for the Activity in respect of which there is an unspent amount have not been completed in the Fiscal Year for which that amount was provided, Toquaht Nation may retain and spend that amount in the

following Fiscal Year if the following conditions are met:

(i) Toquaht Nation spends the unspent amount on the same Activity or on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided;

(ii) the unspent amount is used before the earlier of:

(A) the expiry or termination of this Agreement; and

(B) any date that was communicated in writing by Canada to Toquaht Nation, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;

(iii) Toquaht Nation reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and

(iv) Any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities.

(b) Where all Delivery Requirements for the Activity in respect of which there is an unspent amount have been completed in the Fiscal Year for which that amount was provided, Toquaht Nation may retain and spend that amount in the following Fiscal Year or within 1 year after the expiry of this Agreement if that is the year following the accumulation of the unspent amount, if the following conditions are met:

(i) Toquaht Nation spends the unspent amount on

(A) an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or

(B) a different Activity in accordance with a plan for expenditure for the unspent amount that is submitted by Toquaht Nation to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to Toquaht Nation;

(ii) Toquaht Nation reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and

(iii) Any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities.

4 Flexible Funding

4.1 Toquaht Nation may only expend Flexible Funding:

(a) for each of the Activities for which it is allocated in Schedule 3 under the heading Flexible Funding (or FLEX) or reallocated in accordance with this section; and

(b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.

4.2 Unless Schedule 4 or Schedule 6 provides otherwise, Toquaht Nation may reallocate any Flexible Funding as follows, provided that all Mandatory Activities, funded by Flexible Funding, are delivered in that Fiscal Year:

(a) with respect to non-Health Activities, among any other Functional Areas that have Flexible Funding that falls under the same Program Inventory (and within the same Program Service Area) according to Schedule 3, during a Fiscal Year; and

(b) with respect to Health Activities, among any Functional Areas that have Flexible Funding that falls under Program Service Areas with the same 3 letter prefix, irrespective of the Program Inventory, according to Schedule 3, during a Fiscal Year.

4.3 Subject to paragraph 30.2(c) of the main body of this Agreement, if at the end of a Fiscal Year other than the final Fiscal Year, Toquaht Nation has not expended all Flexible Funding for that Fiscal Year, Toquaht Nation may retain the unspent amount for expenditure in a subsequent Fiscal Year in

accordance with this section:

(a) With respect to non-Health Activities, if the following conditions are met:

(i) Toquaht Nation expends the unexpended Flexible Funding:

(A) on an Activity that is the same or similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or

(B) in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by Toquaht Nation to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to Toquaht Nation;

(ii) the unexpended Flexible Funding is used before the earlier of:

(A) the expiry or termination of this Agreement, and

(B) any date that was communicated in writing by Canada to Toquaht Nation, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;

(iii) any unspent amount from any non-Health Activities is not expended on any Health Activities; and

(iv) Toquaht Nation reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

(b) With respect to Health Activities, if the following conditions are met:

(i) Toquaht Nation expends the unexpended Flexible Funding among any Functional Areas that have Flexible Funding that falls under Program Service Areas with the same 3 letter prefix, irrespective of the Program Inventory;

(ii) Toquaht Nation expends the unexpended Flexible Funding in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by Toquaht Nation to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to Toquaht Nation;

(iii) the unexpended Flexible Funding is used before the earlier of:

(A) the expiry or termination of this Agreement, and

(B) any date that was communicated in writing by Canada to Toquaht Nation, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;

(iv) any unspent amount from any Health Activities is not expended on any non-Health Activities; and

(v) Toquaht Nation reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

4.4 Subject to subsection 4.3, following any reallocation permitted in this section, Toquaht Nation shall repay any unexpended Flexible Funding following the earlier of the expiry or termination of this Agreement, and any date that was communicated in writing by Canada to Toquaht Nation, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative. If Cost-Sharing applies to the Activity, Toquaht Nation shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

5 Block Funding

5.1 Toquaht Nation may only expend any Block Funding:

(a) for the Activities under the heading Block Funding (or BLOCK) in Schedule 3 or in accordance with this section; and

(b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.

5.2 Subject to subsection 5.4, expenditures in a Fiscal Year for Activities funded by Block Funding will be against the aggregate of all annual amounts allocated in that Fiscal Year for those Activities.

5.3 Subject to subsection 5.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, Toquaht Nation may expend Block Funding on any Activities funded by Set, Fixed or Flexible Funding during that Fiscal Year if Toquaht Nation submits a written plan to Canada for such expenditures and Canada accepts the plan by notice to Toquaht Nation.

5.4 Block Funding allocated for any Health Activities may not be expended on any non-Health Activities, nor may any Block Funding allocated for any non-Health Activities be expended on any Health Activities.

5.5 If, at the end of a Fiscal Year, Toquaht Nation has not expended all Block Funding for that Fiscal Year after: (i) delivering all Mandatory Activities funded by Block Funding; and (ii) making expenditures on any non-Block Activities under subsection 5.3, Toquaht Nation may, subject to paragraph 30.2(c) of the main body of this Agreement, retain any unexpended Block Funding for use in a subsequent Fiscal Year or after the expiry of this Agreement, provided that Toquaht Nation:

(a) uses the unexpended Block Funding:

(i) for purposes consistent with the Activities funded by Block Funding; or

(ii) in accordance with a written plan submitted by it to Canada within 120 days following the end of the Fiscal Year in question and such plan is accepted by Canada by notice to Toquaht Nation;

(b) an unspent amount from any Health Activities may not be expended on any non-Health Activities, nor may any unspent amount for any non-Health Activities be expended on any Health Activities; and

(c) reports on the use of unexpended Block Funding in accordance with the *Reporting Guide* issued for the Fiscal Year in which the unexpended Block Funding is used.

6 Limit on Reallocation of Contribution Funding

6.1 Notwithstanding sections 2 to 5 of this Schedule the following limitations apply to the reallocation of the following funding amounts in Schedule 3:

(a) Supplementary Health Benefits (SHB) funding may only be reallocated within the SHB Program Inventory;

(b) Indian Residential Schools (IRS) funding may only be reallocated within the Mental Wellness IRS Budget Activity;

(c) Jordan's Principle funding may only be reallocated within the Jordan’s Principle & the Inuit Child First Initiative Program Inventory; and

(d) Health Services Integration Fund and Capital Investments funding may not be reallocated.

7 Grant Funding

7.1 Toquaht Nation may only expend the Grant Funding for the Activities for which it is allocated in Schedule 3 under the heading Grant Funding.

7.2 Subject to paragraph 30.2(c) of the main body of this Agreement, Toquaht Nation may retain any unexpended Grant Funding in a subsequent Fiscal Year and after the expiry of this Agreement.

7.3 If at any time, Toquaht Nation no longer meets Canada’s eligibility requirements for Grant Funding for any Activity, Canada may require Toquaht Nation to repay to Canada up to the full amount of the Grant Funding paid to Toquaht Nation for that Activity of the Grant Funding.

SCHEDULE 3:
1.0 - Funding and Schedule of Payments

As Of 2026/05/13

Arrangement #: **2627-BC-000053**
Arrangement Type: **FA - OTHER**
Recipient: **0666 - Toquaht Nation**

Fiscal Year: **2026-2027**

DEPARTMENT OF INDIGENOUS SERVICES

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total $
FIXED CONTRIBUTION FUNDING (FIXED)															
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Child and Family Services **Program Inventory:** CHILD AND FAMILY SERVICES - D2002 **Budget Activity:** CFS - PREVENTION - B3727 **Functional Area:** CFS PREVENTION (2026/27 FNCFS Prevention Remoteness Adjustment) - Q2C3 (CY225 - CFS-REMOTENESS) (2031/03/31)													**Fund:** 355 **Cost Center:** A0908A		
001	10,589.00	0.00	0.00	0.00	0.00	1,177.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,766.00
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Child and Family Services **Program Inventory:** CHILD AND FAMILY SERVICES - D2002 **Budget Activity:** CFS - PREVENTION - B3727 **Functional Area:** CFS PREVENTION (2026/27 FNCFS Prevention) - Q2C3 (C0000 - DEFAULT ACCOUNT) (2031/03/31)													**Fund:** 355 **Cost Center:** A0908A		
002	30,089.00	0.00	0.00	30,089.00	0.00	0.00	30,089.00	0.00	0.00	30,089.00	0.00	0.00	0.00	0.00	120,356.00
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Child and Family Services **Program Inventory:** CHILD AND FAMILY SERVICES - D2002 **Budget Activity:** CHILD AND FAMILY SERVICES - B3710 **Functional Area:** FN REPRESENTATIVE SERVICE (2026/27 First Nation Representative Services) - Q2C7 (C0000 - DEFAULT ACCOUNT) (2031/03/31)													**Fund:** 355 **Cost Center:** A0908A		
002	55,238.00	0.00	0.00	6,137.00	0.00	0.00	6,137.00	0.00	0.00	6,139.00	0.00	0.00	0.00	0.00	73,651.00
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Child and Family Services **Program Inventory:** CHILD AND FAMILY SERVICES - D2002 **Budget Activity:** CHILD AND FAMILY SERVICES - B3710 **Functional Area:** FN REPRESENTATIVE SERVICE (2026/27 First Nation Representative Services Remot) - Q2C7 (CY225 - CFS-REMOTENESS) (2031/03/31)													**Fund:** 355 **Cost Center:** A0908A		
001	1,214.00	0.00	0.00	0.00	0.00	135.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,349.00

SCHEDULE 3:
1.0 - Funding and Schedule of Payments

As Of 2026/05/13

Arrangement #: **2627-BC-000053**
Arrangement Type: **FA - OTHER**
Recipient: **0666 - Toquaht Nation**

Fiscal Year: **2026-2027**

DEPARTMENT OF INDIGENOUS SERVICES

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total $
TOTAL 2026-2027 FIXED CONTRIBUTION FUNDING (FIXED)															
	97,130.00	**0.00**	**0.00**	**36,226.00**	**0.00**	**1,312.00**	**36,226.00**	**0.00**	**0.00**	**36,228.00**	**0.00**	**0.00**	**0.00**	**0.00**	**207,122.00**
FLEXIBLE CONTRIBUTION FUNDING (FLEX)															
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Other Program Reporting															
Program Inventory: EMERGENCY MGMT ASSISTANCE - D4003															
Budget Activity: RESPONSE - B601J													**Fund:** 331		
Functional Area: RESPONSE (2026/27 EMAP R&R Toquaht 2018 Power Outage) - Q3ZJ (CA029 - OTHER) (2031/03/31)													**Cost Center:** A0903A		
001	0.00	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
TOTAL 2026-2027 FLEXIBLE CONTRIBUTION FUNDING (FLEX)															
	0.00	**0.00**	**8,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**8,000.00**
TOTAL 2026-2027 DEPARTMENT OF INDIGENOUS SERVICES															
	97,130.00	**0.00**	**8,000.00**	**36,226.00**	**0.00**	**1,312.00**	**36,226.00**	**0.00**	**0.00**	**36,228.00**	**0.00**	**0.00**	**0.00**	**0.00**	**215,122.00**
TOTAL 2026-2027															
	97,130.00	**0.00**	**8,000.00**	**36,226.00**	**0.00**	**1,312.00**	**36,226.00**	**0.00**	**0.00**	**36,228.00**	**0.00**	**0.00**	**0.00**	**0.00**	**215,122.00**

GRAND TOTAL

215,122.00

SCHEDULE 3:
2.0 - Cash Flow by Fiscal Year by Department

As Of 2026/05/13

Arrangement #: **2627-BC-000053**
Arrangement Type: **FA - OTHER**
Recipient: **0666 - Toquaht Nation**

Budget	Funding	2026-2027	Total
Department of Indigenous Services	**Fixed Contribution**	207,122.00	207,122.00
	Flexible Contribution	8,000.00	8,000.00
	Total	215,122.00	215,122.00
Total		**215,122.00**	**215,122.00**

SCHEDULE 3:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month

As Of 2026/05/13

Arrangement #: **2627-BC-000053**
Arrangement Type: **FA - OTHER**
Recipient: **0666 - Toquaht Nation**

Fixed Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2026-2027	97,130.00	0.00	0.00	36,226.00	0.00	1,312.00	36,226.00	0.00	0.00	36,228.00	0.00	0.00	0.00	0.00	207,122.00
Total	**97,130.00**	**0.00**	**0.00**	**36,226.00**	**0.00**	**1,312.00**	**36,226.00**	**0.00**	**0.00**	**36,228.00**	**0.00**	**0.00**	**0.00**	**0.00**	**207,122.00**

Flexible Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2026-2027	0.00	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
Total	**0.00**	**0.00**	**8,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**8,000.00**

SCHEDULE 3:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department

As Of 2026/05/13

Arrangement #: **2627-BC-000053**
Arrangement Type: **FA - OTHER**
Recipient: **0666 - Toquaht Nation**
Fiscal Year: **2026-2027**

Department of Indigenous Services

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	$207,122.00	$97,130.00	$0.00	$0.00	$36,226.00	$0.00	$1,312.00	$36,226.00	$0.00	$0.00	$36,228.00	$0.00	$0.00	$0.00	$0.00
Flexible Contribution	$8,000.00	$0.00	$0.00	$8,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$215,122.00**	**$97,130.00**	**$0.00**	**$8,000.00**	**$36,226.00**	**$0.00**	**$1,312.00**	**$36,226.00**	**$0.00**	**$0.00**	**$36,228.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

SCHEDULE 4

DELIVERY REQUIREMENTS AND FUNDING ADJUSTMENT FACTORS

1 Application

1.1 This Schedule does not apply to Projects under Schedule 6.

HEALTH ACTIVITIES

2 Intentionally Omitted

3 Intentionally Omitted

4 Intentionally Omitted

5 Intentionally Omitted

6 Intentionally Omitted

6A Intentionally Omitted

NON-HEALTH ACTIVITIES

7 Activities Funded by Set, Fixed, Flexible or Grant Funding for ISC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS		
ACTIVITY	**DELIVERY REQUIREMENTS**	**ADJUSTMENT FACTOR**
Employee Benefits	Pension Plans established by Toquaht Nation for the benefit of employees of Toquaht Nation must be administered in accordance with the *Employee Benefits Program Policy* issued by ISC as amended from time to time.	This budget is set at the start of the Fiscal Year of the Agreement based on the previous year's expenditures and may be adjusted during each Fiscal Year of the Agreement based upon receipt of application and reporting requirements.
Professional & Institutional Development Program	Toquaht Nation shall administer approved Professional and Institutional Development Program projects in accordance with the *Professional and Institutional Development Program Guidelines* issued by ISC as amended from time to time.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Urban Programming for Indigenous Peoples	Toquaht Nation shall carry out all of the activities in accordance with the approved workplan, budget, and terms and conditions of the Urban Programming for Indigenous Peoples (UPIP). Any modifications or additions to this workplan will be agreed upon by both parties and addressed through an amendment.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Elementary and Secondary	In this section, the "Elementary and Secondary – Instructional Services –	

Program - Instructional Services - Definitions	General", the "Elementary and Secondary – Instructional Services – First Nations Schools" and "Elementary and Secondary Education – Instructional Services – Public, Independent and First Nation Schools" sections, the following definitions apply: "BCTEA" means the British Columbia Tripartite Education Agreement between Canada (as represented by the Minister of Indigenous Services), British Columbia (as represented by the Minister of Education), and FNESC (as represented by its President), dated for reference July 1, 2018. The purpose of this agreement is to identify the roles, responsibilities and commitments of the Parties relating to the improvement of educational outcomes of all First Nation Students regardless of where they live or are enrolled in school in British Columbia. "FNESC" means the First Nations Education Steering Committee Society, a society incorporated under the Society Act, R.S.B.C. 1996, c. 433. "First Nation School" means a school operated and administered by one or more First Nations in British Columbia, and providing education at one or more of the kindergarten, elementary or secondary levels. "First Nation Student" means a student who is ordinarily resident on reserve in British Columbia and is eligible to be on the Nominal Roll. "FNSA" means the First Nations Schools Association, a society incorporated under the Society Act, R.S.B.C. 1996, c. 433 to support First Nations schools. "FNSA School Assessment Process" means the process for the assessment of First Nation Schools developed and approved by the First Nations Schools Association (FNSA), as amended from time to time. "LEA" means a Local Education Agreement into between a First Nation and a school board or independent school authority, to purchase education services for First Nation Students from the school board or independent school authority, using funding received from Canada. "Parent" means: the guardian of the person of the student; the person legally entitled to custody of the student; or the person who usually has the care and control of the student. "Second and Third Level Services" means aggregate services provided by FNESC to First Nations and First Nation Schools, similar to services provided by the British Columbia Ministry of Education and by provincial school boards to provincial schools with specific adaptions to meet First Nations' unique circumstances, in order to improve efficiency and achieve economies of scale. Second and Third Level Services include but are not limited to the responsibilities outlined in Schedule C	

	and Schedule J (section 10) of the BCTEA.	
Elementary and Secondary Program - Instructional Services - General	1.0 Toquaht Nation shall ensure that students ordinarily resident on reserve or on lands belonging to His Majesty the King in Right of Canada or to a province/territory, and other students for whose education the Minister accepts funding responsibility, have access to kindergarten, elementary and secondary level education program and services, including student support services, delivered to a standard that will allow students, where applicable, to transfer between First Nation Schools and provincial schools in British Columbia. 2.0 Where access to education services is provided in a provincial school, or in a private or independent school recognized by the Province of British Columbia as an elementary or secondary institution, each applicable school, school district, or school board which sets out the obligations of the parties with respect to the provision of education services and payment for those services. Where a First Nation enters into an LEA, the First Nation will make payment for the education services unless the First Nation has requested that Canada make payment for the education services on behalf of the First Nation. 3.0 Toquaht Nation, by signing this Agreement, acknowledges and accepts the terms and conditions of BCTEA. 4.0 Toquaht Nation, by signing this Agreement, agrees to participate in the implementation of the BCTEA through the fulfillment of its obligations under this Agreement. 5.0 Toquaht Nation recognizes FNESC's responsibility to provide Second and Third Level Services to First Nations and First Nations Schools in accordance with the BCTEA. 6.0 Toquaht Nation accepts the delivery of Second and Third Level Services from FNESC to the First Nation and the First Nation School. 7.0 Where FNESC wishes to delegate certain of its obligations with respect to the delivery of Second and Third Level Services to Toquaht Nation or the First Nation School, Toquaht Nation shall enter into a written agreement with FNESC with respect to the delegation and any funding that FNESC may transfer for the purpose of delegation. 8.0 Toquaht Nation shall prepare a Nominal Roll Student Census Report and an Annual Education Staff Information Form and provide them to Canada. 9.0 Toquaht Nation acknowledges and agrees that the relevant components of the Nominal Roll information referenced above, and related financial information, will be subsequently provided by Canada to FNESC for the purpose of delivering or administering programs delivered by FNESC, as set out in BCTEA.	The budget is set each Fiscal Year of the Agreement based on the previous year's nominal roll and may be adjusted during each Fiscal Year of the Agreement.

Elementary and Secondary Program - Instructional Services - First Nation Schools	1.0 Toquaht Nation shall ensure that students ordinarily resident on reserve or on lands belonging to His Majesty the King in Right of Canada or a province/territory, and other students for whose education the Minister accepts funding responsibility, have access to quality education and support programs and services in a First Nation school. 2.0 Toquaht Nation shall: ensure that the elementary and secondary education funding is administered in accordance with: (a) the ISC Elementary and Secondary Program Guidelines, as amended from time to time, and; (b) The BCTEA, which shall prevail over the ISC and Elementary and Secondary Program Guidelines to the extent of any inconsistency or conflict. 3.0 Toquaht Nation shall ensure that the education programs and services are delivered to standards that will allow students, where applicable, to transfer without academic penalty, at similar levels of achievement, between First Nation Schools and provincial schools. 4.0 Toquaht Nation shall employ teachers with a teaching certificate in good standing issued by a provincial education ministry or a recognized Canadian teacher certification authority. 5.0 Toquaht Nation shall ensure that standardized assessments are administered to assess the performance indicators set out in section 8.0 for the purpose of improving educational outcomes for First Nation students. 6.0 According to the requirements of ISC, First Nation schools will be evaluated once every five years, which shall be addressed through any of the following processes: (a) an assessment under the School Assessment Process, as administered by the FNSA; (b) an evaluation conducted in accordance with the Independent School Act, R.S.B.C. 1996, c. 216; or (c) an alternative form of assessment or evaluation mutually agreed to by Toquaht Nation and ISC. 7.0 Toquaht Nation shall make an aggregate outcome report on school performance available annually to parents of school-age students attending a First Nation School. 8.0 Toquaht Nation shall provide performance indicator data to FNESC, annually, for the following: (a) percentage of First Nation Students who meet or exceed grade level expectations for reading for grades K5-7, writing for grades 2-7, and numeracy for grades K5-7; (b) student attendance rates of school-age students; (c) teacher/student ratio; (d) student/computer ratio;	The budget is set each Fiscal Year of the Agreement based on the previous year's nominal roll and may be adjusted during each Fiscal Year of the Agreement.

	(e) level of connectivity; and (f) administration of standard learning assessments. 9.0 Toquaht Nation acknowledges and agrees that information contained in the specified education program reports provided by Toquaht Nation to FNESC will be subsequently provided by FNESC to Canada in aggregate form.	
Elementary and Secondary Education Program - Student Support Services	Toquaht Nation shall administer the Elementary and Secondary Education Program in accordance with the BCTEA; the Terms and Conditions for the Grants and Contributions to Support First Nations Elementary and Secondary Educational Advancement; and the Elementary and Secondary Education Program National Program Guidelines issued by ISC as amended from time to time.	The budget is set each Fiscal Year of the Agreement based on the previous year's nominal roll and may be adjusted during each Fiscal Year of the Agreement.
Elementary and Secondary Education Program - Instructional Services – Public, Independent and First Nation Schools	Toquaht Nation shall administer the Elementary and Secondary Education Program in accordance with the BCTEA; the Terms and Conditions for the Grants and Contributions to Support First Nations Elementary and Secondary Educational Advancement; and the Elementary and Secondary Education Program National Program Guidelines issued by ISC as amended from time to time.	The budget is set each Fiscal Year of the Agreement based on the previous year's nominal roll and may be adjusted during each Fiscal Year of the Agreement.
Post-Secondary Student Support Program and University and College Entrance Preparation Program	Toquaht Nation shall administer the Post-Secondary Student Support Program and University and College Entrance Preparation Program in accordance with the *Post-Secondary Student Support Program and University and College Entrance Preparation Program National Program Guidelines* issued by ISC as amended from time to time.	The budget is set at the start of the Agreement and adjustments may be made during the life of the Agreement.
Income Assistance	Toquaht Nation shall: (a) administer the Income Assistance Program in accordance with *ISC's Income Assistance National Program Guidelines* and any other current approved program documentation issued by ISC as amended from time to time. (b) administer pre-employment supports in accordance with the approved proposal.	The budget may be increased or decreased during each Fiscal year of the Agreement when SET, FIXED and/or FLEXIBLE contribution approaches are used and when the budget changes are directly attributed to an increase or decrease in eligible individuals, in the eligible activities or the eligible rates. Service Delivery budgets are set at the start of each Fiscal Year of the Agreement and no further adjustment will be made during each Fiscal Year of the Agreement.
First Nations Child and Family Services	Toquaht Nation shall administer the First Nations Child and Family Services Program in accordance with	The budget may be increased or decreased during each Fiscal Year of the Agreement when SET, FIXED and/or FLEXIBLE contribution approaches are

	Provincial/Territorial legislation, the First Nations Child and Family Services Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.	used and when the budget changes are directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
Pathways to Safe Indigenous Communities	Toquaht Nation shall carry out all the activities in the approved workplan, dated according to the agreed upon terms and conditions.	A budget is set upon approval of a proposal and may be adjusted when new or revised proposals and/or workplans are approved throughout the year with the understanding the recipient agrees to meet all delivery and reporting terms and conditions for each approved project/initiative.
Assisted Living	Toquaht Nation shall administer the Assisted Living Program in accordance with *ISC's Assisted Living National Program Guidelines* and any other current approved program documentation issued by ISC as amended from time to time.	The budget may be increased or decreased during each Fiscal Year of the Agreement when SET, FIXED and/or FLEXIBLE contribution approaches are used and when the budget changes are directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
Family Violence Prevention	Toquaht Nation shall administer the Family Violence Prevention in accordance with ISC's Family Violence Prevention Program Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time, including the National Program Guidelines. Toquaht Nation gives Canada a royalty-free, permanent and non-exclusive license to produce, reproduce, translate, modify, or publish, in any way, the original work or an adaptation, in any language, for use within the federal public service and for non-commercial distribution, including the evaluation research design, data collection instruments and all interim and final evaluation reports.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Community Infrastructure Program	Toquaht Nation will carry out activities in accordance with *Protocol for ISC - Funded Infrastructure (PIFI),* as amended from time to time, and with the terms and conditions in the statement of work. Toquaht Nation shall also proactively keep abreast of applicable new and amended federal, provincial and territorial statutes,	The Community Infrastructure Program’s budget is set each Fiscal Year of the Agreement on the basis of an Approved Capital Project according to the established regional prioritization process. The Community Infrastructure Program’s Operation and Maintenance budget is set each Fiscal Year of the Agreement based on the actual eligible assets identified under ISC’s Integrated Capital Management System (ICMS) and may be adjusted during each Fiscal Year of the

	regulations, policies and industrial standards and codes and comply with them.	Agreement.
Community Infrastructure Program - Major Capital Infrastructure Projects	Toquaht Nation shall: (a) carry out and complete the Project in accordance with the Approved Project Approval Request; (b) provide evidence to Canada, prior to the commencement of the Project, that the Project Manager has the required experience and qualifications given the nature and scope of the Project and has adequate liability insurance; (c) not alter the nature or scope of the Project as set out in the Approved Project Request, without the prior consent of Canada; (d) provide evidence to Canada that all inspections, and design certifications are carried out by professionals who are licensed in the Province or Territory in which the Project is taking place; (e) obtain the certification of a qualified person, such as an engineer, during the design/construction process for conformance to applicable fire codes prior to the occupancy and usage of public buildings such as schools, community buildings, etc.; and (f) submit and obtain, 30 days prior to the completion of the Project the maintenance and financial management plans that shall be adhered to once the Project is completed.	The Community Infrastructure Program's budget is set each Fiscal Year of the Agreement on the basis of an Approved Capital Project according to the established regional prioritization process. The Community Infrastructure Program's Operation and Maintenance budget is set each Fiscal Year of the Agreement based on the actual eligible assets identified under ISC's Integrated Capital Management System (ICMS) and may be adjusted during each Fiscal Year of the Agreement.
Community Infrastructure Program - Other (i.e., consultation, forum, research, studies, engagement, etc.)	Toquaht Nation must carry out activities in accordance with the agreed upon work plan and related budget as well as any other terms and conditions set out in this Agreement. Toquaht Nation must report on its progress in achieving the objectives and activities as specified in the approved work plan.	The budget is set based on current agreed upon work plan and budget. Over the life of the Arrangement, the budget may be adjusted based on changes to the approved work plan and budget. Adjustment to the budget may also be made based on the review of the previous years' expenditures (e.g. reported unexpended funding from previous years and approved unexpended funding plan (s)).
Emergency Management Assistance - Preparedness; Mitigation; Response; Recovery; Search and Recovery	Toquaht Nation shall provide Emergency Management Assistance activities in accordance with the terms and conditions found in the ISC approved statement of work.	**Service Agreement & Engagement or Preparedness/Mitigation or FireSmart or Capacity Building** The Budget and scope of work is as outlined in the Emergency Management Services Funding Agreement and may be adjusted based on Departmental approved revisions to the approved revised proposal(s) and/or work plan(s).

Emergency Management Assistance - Search and Recovery	Toquaht Nation shall provide Emergency Management Assistance - Search and Recovery activities in accordance with the *ISC Search and Recovery Guidelines* as amended from time to time and the ISC approved proposal.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Estates Management	Toquaht Nation shall carry out activities in accordance with the approved proposal and the terms and conditions of the Contributions to supply public services in Indian Government Support and to build strong governance, administrative and accountability systems and *Estates Program Guidelines*.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a workplan/proposal is approved and funding is provided. Adjustment to the budget may also be made based on the review of the previous years' expenditures (e.g. reported unexpended funding from previous years and approved unexpended funding plan (s)).
Transfer of Band Trust Moneys	Toquaht Nation shall carry out activities in accordance with the trust moneys policy requirements under the *Indian Act* or alternative legislation with Band Trust Moneys provisions.	
Treaty Annuities (self-administered)	Toquaht Nation shall self-administer treaty payments in accordance with the proposal as per approved BCR approved by the Toquaht Nation and ISC, and in accordance with the ISC *Directive for Self-Administered Treaty Payments*, as amended from time to time.	
Investment in Economic Opportunities: Community Opportunity Readiness Program	Toquaht Nation shall carry out activities in accordance with *Community Opportunity Readiness Program Guidelines* issued by ISC as amended from time to time and in accordance with the terms and conditions found in the Statement of Work.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Contaminated Sites On Reserve	1.0 Toquaht Nation shall undertake the activities in accordance with the Detailed Workplan. 2.0 The implementation of the activities will be subject to the project management and governance framework as set out in the Detailed Workplan.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Contaminated Sites - On Reserve - Consultation and/or Engagement	Toquaht Nation shall carry out activities in accordance with the associated program terms and conditions and an approved work plan/proposal.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.

Lands and Economic Development Services Program: Targeted Funding	Toquaht Nation shall carry out activities in accordance with the *Lands and Economic Development Program Guidelines*, as amended from time to time, and with the terms and conditions in the statement of work.	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided.
Lands and Economic Development Services Program – Core Allocations: Reserve Land and Environmental Management	Training and Developmental, Operational (a) Toquaht Nation shall carry out the activities in accordance with the Reserve Land and Environmental Management Manual and the Land Management Manual issued by ISC as amended from time to time and with the roles and responsibilities found in the *Reserve Land and Environmental Management Toolkit.*	The budget is set on a work plan or proposal basis and may be adjusted during each Fiscal Year of the Agreement where a work plan/proposal is approved and funding is provided. Adjustment to the budget may also be made based on the review of the previous years' expenditures (e.g. reported unexpended funding from previous years and approved unexpended funding plan (s)).

8 Activities Funded by Set, Fixed, Flexible or Grant Funding for CIRNAC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS		
ACTIVITY	**DELIVERY REQUIREMENTS**	**ADJUSTMENT FACTOR**

9 Advance Payment

9.1 Canada will make periodic payments to Toquaht Nation according to the cash flow set out in the Payment Plan in Schedule 3, and if Toquaht Nation meets the following specific requirements/conditions:

(a) If applicable, refer to the approved funding proposal, application, or workplan.

10 Intentionally Omitted

11 Pooled Funds

11.1 Schedule 3 sets out an amount of "pooled" funds that Canada shall pay to Toquaht Nation after eligible expenditure are made and if Toquaht Nation meets the following conditions:

(a) If applicable, refer to the approved funding proposal, application, or workplan.

12 Holdback

12.1 Canada may holdback 10% of the maximum funding; to be released within 45 days of completion of all reports set out in Schedule 5, to the satisfaction of Canada, subject to section 25 of the main body of this Agreement.

Unclassified

SCHEDULE 5 - Reporting and Due Dates
Toquaht Nation (0666)

Arrangement No.: 2627-BC-000053 **Funding Agreement for other recipients**

Program / Report Name	Reports Due
CHILD AND FAMILY SERVICES	
1278249 - (1278249) - First Nations Child and Family Services Activity Report	
2026/27 First Nations Child and Family Services Prevention Activity Report	2027/05/31
4548549 - (4548549) - Activities and Expenditures Report - First Nations Child and Family Services	
2026/27 First Nation Representative Services Annual Report	2027/05/31
TP - Financial	
No DCI - (F-0080) - Annual Audited Financial Statement	
**** Consolidated Report - Applicable only once (See note 1 below)***	
Annual Audited Financial Statement	2027/07/29

Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag '* Consolidated Report - Applicable only once (See note 1 below)'

Qacca Settlement Trust
Comparative Income Statement - period ended 31/03/2026
(Prepared for Management Purposes Only)

	Actual	Annual Budget	Budget Remaining
REVENUE			
Investment Revenue			
Investment income	$ 483,342.69		
Interest income	11,379.82		
Gain on dispositions	548,469.21		
Exchange gain (loss)	83,074.36		
Total Investment Revenue	1,126,266.08		
TOTAL REVENUE	1,126,266.08		
EXPENSE			
General & Administrative Expenses			
Audit	0.00	15,000.00	100.0%
Advisory & administration services	3,323.25	12,285.00	72.9%
Investment management fees	64,379.21	247,065.00	73.9%
Insurance	6,041.00	6,200.00	2.6%
Interest & bank charges	0.00	175.00	100.0%
Legal and professional services	0.00	12,500.00	100.0%
Office supplies	0.00	300.00	100.0%
Workshops & training	0.00	1,500.00	100.0%
Total General & Admin. Expenses	73,743.46	295,025.00	75.0%
TOTAL EXPENSE	73,743.46	295,025.00	75.0%
NET INCOME	$ 1,052,522.62		

Qacca Settlement Trust
Balance Sheet As at 31/03/2026
(Prepared for Management Purposes Only)

ASSETS		**FMV of**
Chequing account	$ 43,723.77	**Investments**
Investments - KCFN	35,308,787.14	41,048,413.74
Investments - Toquaht	10,022,050.98	11,730,775.29
Investments - Uchucklesaht	10,821,802.59	12,697,234.08
Loans - KCFN	1,480,405.42	
Prepaid expenses	1,194.34	
TOTAL ASSETS	57,677,964.24	
LIABILITIES		
Accounts payable	73,702.46	
EQUITY		

Trust Equity		**KCFN**	**TN**	**UT**
Equity - previous year	56,551,739.16	$ 36,038,459.24	$ 9,864,620.43	$ 10,648,659.49
Distributions to Nations	-			
Contributions from Nations	-			
Current earnings (loss)	1,052,522.62	751,321.19	143,303.32	157,898.11
Total Equity	57,604,261.78	36,789,780.43	10,007,923.75	10,806,557.60
TOTAL LIABILITIES & EQUITY	$ 57,677,964.24			