DECLARATION OF TRUST

Setting out the Terms and Conditions of the

2026 WILDFIRE REDUCTION EQUIPMENT SUPPORT TRUST

Dated

January 31, 2026

Declaration Prepared By

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2026 WILDFIRE REDUCTION EQUIPMENT SUPPORT TRUST

This Declaration of Trust is dated for reference as of **January ____, 2026.**

BY:

> ERIC VAN SOEREN, in his capacity as the sole holder of the office of Trustee of the Wildfire Equipment Support Trust (the "**2024 Trust**") that was established pursuant to a Declaration of Trust (the "**2024 Trust Document**") dated as of May 21, 2024
>
> (in such capacity as trustee of the Wildfire Equipment Support Trust referred to as the "**2024 Trustee**")

Background

In recent years, wildfires have burned through large portions of the British Columbia forests and destroyed stands of timber that can no longer be harvested. In light of the increased risk of future wildfires due to climate change and other factors.

The 2024 Trust was established to assist participants in the British Columbia forestry industry in the acquisition of equipment that can be used to reduce fire risk by harvesting understory material that, if left unharvested, would be potential fuel for new wildfires. Due to recent events, it is desirable to terminate the 2024 Trust and to transfer all the assets of the 2024 Trust to a new trust that will expand the amount of assistance that was able to be provided under the terms and conditions of the 2024 Trust.

Section 9.07 of the 2024 Trust Document authorizes the 2024 Trustee to create a new trust and to transfer all property of the 2024 Trust to that new trust, provided that such new trust meets the following criteria as set out in paragraphs 9.07(1)(c) and (d) of the 2024 Trust Document. Those paragraphs read as follows.

> "(c) The activities that are to be carried out through the new trust or society are likely to be of benefit to, and supportive of, the British Columbia forestry sector in general (as opposed to any specific participant in the British Columbia forestry sector).
>
> (d) The constating documents of the new trust or society are consistent with paragraph 9.07(1)(c) and have been approved by the Province (pursuant to the procedure set out in section 11.03)."

His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Forests and referred to as the "**Province**", has approved the terms and conditions set out in this Declaration and agrees that those terms and conditions are likely to be of benefit to, and supportive of, the British Columbia forestry sector in general.

Operative Provisions

In light of the foregoing, the 2024 Trustee hereby signs this Declaration for the purpose of establishing the new trust (the "**2026 Trust**") described in this Declaration.

PART 1-- ESTABLISHMENT OF THE 2026 TRUST

1.01 CREATION OF THE 2026 TRUST

(1) The 2024 Trustee hereby declares as follows.

(a) The 2024 Trustee henceforth holds all funds (collectively, the "**Initial Property**") of the 2024 Trust as property of the 2026 Trust, holds such property exclusively as Trustee of the 2026 Trust, and holds such property subject to the powers and provisions contained in this Declaration.

(b) The Initial Property is no longer property of the 2024 Trust.

(2) For all purposes of the 2024 Trust Document and this Declaration, the 2024 Trustee shall be considered to have transferred the Initial Property to himself as Trustee of the 2026 Trust.

(3) For greater certainty, the holder of the office of the 2024 Trustee is hereby declared to be the initial holder (the "**Initial Trustee**") of the office of Trustee of the 2026 Trust.

(4) The Initial Trustee (and such other individuals as may be appointed to the office of Trustee of the 2026 Trust) shall hold the Initial Property and all other Trust Property in trust pursuant to the 2026 Trust and subject to the powers and provisions contained in this Declaration.

1.02 RELATIONSHIP BETWEEN 2024 TRUST AND 2026 TRUST

The 2026 Trust shall be considered to be a continuation of the 2024 Trust in respect of any liabilities and commitments of the 2024 Trust and for the purpose of paying for matters in respect of the winding-up and termination of the 2024 Trust.

1.03 NAME OF THE TRUST

(1) For convenience of reference, the 2026 Trust shall be known as the "**2026 Wildfire Reduction Equipment Support Trust**" or such other name as the Trustee may from time to time determine. The name of the 2026 Trust may be abbreviated as "WREST II".

(2) For purposes of transfers of property to the Trust and other formal matters, the Trust may be referred to as follows.

> The trustee for the time being of the 2026 Wildfire Reduction Equipment Support Trust, in the capacity of such person or persons as trustee.

(3) In addition to the above ways of referring to the 2026 Trust, any reference to the 2026 Trust

shall be effective so long as that reference includes the name of at least one person then holding the office of Trustee and indicates that such person is acting in a fiduciary capacity pursuant to the trusts set out in this Declaration.

1.04 IRREVOCABLE NATURE OF THE 2026 TRUST

(1) This Declaration and the trusts created by this Declaration are irrevocable.

(2) For greater certainty, the establishment of the 2026 Trust does not provide the Province with any rights over the Initial Property and any other Trust Property that may at any time come into existence.

1.05 DURATION OF THE 2026 TRUST

(1) The 2026 Trust shall be in effect for the period (hereinafter referred to as the "**Term**") commencing on the date of this Declaration and ending on the earlier of the following dates.

(a) The Termination Date.

(b) The date on which there is no remaining Trust Property.

(2) The "**Termination Date**" means the earlier of the following dates.

(a) May 20, 2044.

(b) If the Trustee determines that it is desirable for the 2026 Trust to terminate prior to May 20, 2044, such earlier date as is selected by the Trustee and approved by the Advisory Board. Without limiting the generality of the foregoing, the Trustee may select a date under this provision if the Trustee determines that the Trust Property has been depleted to such an extent that it is no longer useful to continue the existence of the 2026 Trust.

1.06 2026 TRUST IS GOVERNED BY SECTION 24 OF THE PERPETUITIES ACT

(1) The 2026 Trust is a non-charitable purpose trust and, as such, is subject to section 24 of the *Perpetuities Act* (British Columbia).

(2) Section 24 of the *Perpetuities Act* (British Columbia) requires that the 2026 Trust terminate no later than the 21st anniversary of the creation of the 2026 Trust.

PART 2 -- DISTRIBUTIONS

2.01 STATEMENT OF PURPOSE

(1) The Trust Purpose is to decrease the risk of fire in British Columbia forests by assisting Eligible Persons in the acquisition of Specified Equipment. To further the Trust Purpose, the Trustee may, at any time and from time to time prior to the Termination Date, use the income and capital of the 2026 Trust in order to reimburse an Eligible Person for costs actually paid by that Eligible Person in respect of its acquisition of Specified Equipment,

provided that any such reimbursement shall not exceed the lesser of the following amounts in respect of any one piece of Specified Equipment.

(a) 25% of the total cost paid by that Eligible Person to acquire that Specified Equipment; and

(b) $250,000.

(2) The limits set out in section 2.01(1) are maximum limits and apply on a per-asset basis for each asset that qualifies, by itself, as Specified Equipment. For greater certainty, the following provisions apply.

(a) Nothing prohibits the Trustee from reimbursing an Eligible Person in respect of the acquisition of more than one asset if each separate asset, by itself, qualifies as Specified Equipment. In such case, a separate maximum limit will be calculated in respect of each such respective asset.

(b) The Trustee may reimburse an Eligible Person for less than the maximum reimbursable amount (regardless of the number of Specified Equipment assets acquired).

(3) The Trustee may make a reimbursement payment only in respect of an amount actually paid by an Eligible Person and shall obtain proof of such payment.

(4) For the purpose of section 2.01(1)(a), total cost includes the following costs paid in respect of the acquisition of Specified Equipment.

(a) The cost to customize the Specified Equipment so that the Specified Equipment can work with existing equipment.

(b) The cost to modify existing equipment so that the existing equipment can work with the Specified Equipment.

(5) An **Eligible Person** is any person (including any corporation or other business entity) that carries on the business of harvesting timber in British Columbia. For this purpose, the following shall be considered to be a person.

(a) A partnership or any other combination of legal persons.

(b) A trust.

(6) **Specified Equipment** means equipment that will be used in British Columbia forestry operations to accomplish the following functions.

(a) Maneuver between existing trees without damaging larger trees that are intended to remain standing, without creating significant ground disturbance, and keeping tracks or grooves in the soil to a minimum.

(b) Gather up combustible material (including small trees and brush) from the forest floor and other parts of the forest understory.

(c) Perform one or more of the following functions in respect of the combustible material

(i) Transport the combustible material to a roadside location from which the material can be accessed.

(ii) In a safe and controlled manner, chip the combustible material on site for either

(A) subsequent transport to a roadside location from which the material can be accessed, or

(B) spreading on site so that the material will naturally decompose without fire danger.

(iii) In a safe and controlled manner, allow for the combustible material to be burned on site.

(7) The Trustee will require that any Eligible Person who receives a distribution from the 2026 Trust and who decides to burn combustible material on site as set out in paragraph (6)(c) undertake to ensure that any and all burning

(a) will be properly supervised throughout the burning process; and

(b) the burning will be conducted in a safe manner so that no part of the fire spreads to any part of the forest; and

(c) the fire will be completely extinguished at the end of the burning process.

(8) The Trustee may publish a list of equipment that the Trustee considers will generally qualify as Specified Equipment.

(9) When reimbursing an amount paid by an Eligible Person, the Trustee may require that the Specified Equipment be used exclusively or primarily in British Columbia forestry operations for a minimum period of time specified by the Trustee and may require full or partial repayment of the reimbursement on failure to comply with that requirement.

(10) The Trustee may pay reimbursements out of the income or capital of the 2026 Trust.

2.02 POWER TO ADJUST AND AMEND CERTAIN PROVISIONS

(1) Subject to section 2.02(3), the Trustee may exercise the following adjustment powers.

(a) The power to adjusted the percentage limit that is applicable for the purposes of section 2.01(1)(a); and

(b) the power to adjusted the dollar limit that is applicable for the purposes of section 2.01(1)(b).

(2) Subject to section 2.02(3), the Trustee may amend the definition of Specified Equipment.

(3) The Trustee may exercise the adjustment and amendment powers referred to in sections 2.02(1) and 2.02(2) at any time and from time to time, provided that such adjustment or amendment is made only as of an from a date that is after both

(a) unanimous approval by the Advisory Board; and

(b) written approval from the Province.

2.03 GENERAL RULES REGARDING DISTRIBUTIONS

(1) The Trustee may make a payment or distribution out of the income or capital of the 2026 Trust only in the following circumstances.

(a) The Trustee is satisfied that the equipment in question qualifies as Specified Equipment.

(b) The payment or distribution is not inconsistent with any existing Advisory Board guideline or recommendation that is then in effect.

(2) For purposes of this Declaration, a payment or distribution will not be considered to be inconsistent with guidelines or recommendations of the Advisory Board merely because there are no applicable Advisory Board guidelines or recommendations then in effect.

(3) When the Advisory Board makes a guideline or recommendation in respect of any matter, the Trustee need not accept that guideline or recommendation but may instead remit the matter back to the Advisory Board for reconsideration if the Trustee considers that the guideline or recommendation is inconsistent with or would not further the Trust Purpose.

2.04 DISCRETIONARY POWERS OF THE TRUSTEE PREVAIL

No person has any right or entitlement to receive

(a) any portion of the 2026 Trust income or capital; or

(b) any benefit from the 2026 Trust;

unless and until the Trustee exercises a discretion in favor of that person.

2.05 NO DISTRIBUTION TO THE PROVINCIAL CROWN

Notwithstanding any other provision of this Declaration, no portion of the Trust Property may be distributed to, paid to, lent to or otherwise applied in favor of or for the benefit of Her Majesty in right of the Province of British Columbia.

2.06 TAXATION OF DISTRIBUTIONS

Each person who receives any funds from the 2026 Trust shall be solely responsible for the payment of any Tax that might be payable on such funds, whether under section 12(1)(x) of the Income Tax Act or any other provision of any applicable Tax law.

PART 3 -- ADVISORY BOARD

3.01 ADVISORY BOARD

(1) The Trustee shall establish an Advisory Board that consists of at least three individuals.

(2) The authority of the Advisory Board is limited to the following.

(a) Establishing guidelines and recommendations as set out in section 3.03(5).

(b) Approving or refusing to approve an adjustment or amendment proposed by the Trustee under section 2.02.

(3) Subject to section 3.01(2)(b), the Advisory Board serves in an advisory capacity and has no power to direct the Trustee as to how the Trustee may exercise a power of the Trustee and has no power to prevent the Trustee from exercising a discretionary power in any specific manner.

(4) Only an individual may be appointed to the Advisory Board.

(5) If the number of Advisory Board members is at any time less than three, the following applies.

(a) The ability of the Advisory Board members to make a new, or revise an existing, guideline or recommendation shall be suspended until the number of Advisory Board members is at least three.

(b) The Trustee shall promptly request that the Province nominate as potential new members of the Advisory Board at least such number of individuals (each such nominated individual, a "**Nominee**") as is equal to the number of vacancies on the Advisory Board and may request that the Province nominate any number of additional Nominees for consideration by the Trustee.

(6) Whenever the Province nominates a Nominee, the Province shall provide the Trustee with biographical information on that Nominee together with any other information that the Trustee requests in respect of that Nominee.

(7) The Trustee has no obligation to appoint any specific Nominee to the Advisory Board and may request that the Province nominate any number of additional Nominees for consideration by the Trustee.

(8) The Trustee may treat an individual as a Nominee if the Trustee reasonably believes that the

individual has been nominated by a deputy minister, an assistant deputy minister or any other representative of the Province.

3.02 INITIAL MEMBERS OF THE ADVISORY BOARD

The Trustee appoints, as initial members of the Advisory Board of the 2026 Trust, the individuals who were members of the Advisory Board of the 2024 Trust immediately prior to the establishment of the 2026 Trust.

3.03 ADVISORY BOARD PROCEDURES

(1) For purposes of this Declaration, a meeting of the Advisory Board includes the following.

(a) An in-person meeting at which the participants physically gather in a specified location.

(b) A conference telephone call in which each participant can hear each other participant. For this purpose, a conference telephone call includes a call held by way of video conference or other means of electronic communication (whether or not the means of electronic communication allows participants to see each other).

(c) Any other means of communication that the Trustee and the Advisory Board considers acceptable.

(2) The Trustee shall chair all meetings of the Advisory Board and may call meetings of the Advisory Board.

(3) Notwithstanding that the Trustee is to chair all meetings of the Advisory Board, the Trustee is not a member of the Advisory Board and will have no power to cast any vote in respect of any matter being considered by the Advisory Board. Without limiting the generality of the foregoing, the Trustee will have no casting vote in the event of a tie vote among the members of the Advisory Board.

(4) The quorum for a meeting of the Advisory Board shall consist of the following persons.

(a) The Trustee, who shall chair the meeting.

(b) Two-thirds of the members of the Advisory Board then in office, rounded up to the next whole number whenever the calculation produces a number that is not a whole number.

(5) The Advisory Board may, by majority vote, make guidelines and recommendations for the guidance of the Trustee, but only if

(a) each member of the Advisory Board then in office has consented to the guideline or recommendation in writing; or

(b) at least two-thirds of the members of the Advisory Board then in office have

concurred in the guideline or recommendation while a quorum was present at a validly-constituted meeting of the Advisory Board.

(6) The Trustee may establish procedures to be followed by the Advisory Board in respect of any procedural matter in respect of the Advisory Board to the extent that this Declaration does not provide a procedure.

(7) When the Advisory Board makes a guideline or recommendation in respect of any matter, the Trustee need not accept that guideline or recommendation but may instead remit the matter back to the Advisory Board for reconsideration if the Trustee considers that the guideline or recommendation is inconsistent with, or would not further, the Trust Purpose.

(8) A guideline or recommendation made by the Advisory Board in respect of any matter shall be considered to be in effect only as of the date on which the Trustee accepts that guideline or recommendation.

(9) All guidelines and recommendations made by the Advisory Board and accepted by the Trustee shall be in writing.

3.04 LIMITED POWER TO REIMBURSE CERTAIN ADVISORY BOARD EXPENSES

(1) All members of the Advisory Board shall serve without receipt of any remuneration funded from the income or capital of the 2026 Trust.

(2) In respect of any Advisory Board member who is an employee of the Province, the Trustee shall not reimburse any expenses incurred by that Advisory Board member. An Advisory Board member who is employed by the Province shall look to the Province for reimbursement of any expenses incurred by that employee as a member of the Advisory Board.

(3) In respect of any Advisory Board member who is not an employee of the Province, the Trustee has the power to reimburse such member for the following expenses incurred in the course of carrying out the functions of an Advisory Board member.

(a) Reasonable travel expenses, including automobile mileage allowances. However, any automobile mileage allowances are not to exceed the amounts prescribed for purposes of section 18(1)(r) of the *Income Tax Act* (Canada).

(b) Accommodation and meal expenses.

(c) Other out-of-pocket expenses incurred by such member as a direct result of that member's duties as a member of the Advisory Board, but only to the extent that the Trustee considers that reimbursement is reasonable.

(4) The Trustee shall not use any part of the Trust Property to pay for any other expense incurred by the Advisory Board or by a member of the Advisory Board.

3.05 DISMISSAL OF ADVISORY BOARD MEMBER

(1) The Trustee may at any time dismiss any member of the Advisory Board.

(2) The Trustee may exercise the dismissal power referred to in section 3.05(1) by a written notice (a "**Board Member Dismissal Notice**") signed by the Trustee and delivered to the Province, with a copy of the Board Member Dismissal Notice to the dismissed member and to each other member of the Advisory Board. However, failure to give a copy of the Board Member Dismissal Notice to a member of the Advisory Board will not invalidate the effectiveness of the dismissal.

(3) The effective date of any dismissal effected pursuant to section 3.05(1) will be the date of delivery of the Board Member Dismissal Notice to the Province or any later date specified in the Board Member Dismissal Notice.

(4) The Trustee may exercise the dismissal power referred to in section 3.05(1) for any reason, whether with or without cause, and even if there is then a disagreement between the Trustee and the dismissed member regarding the dismissal or the reasons for it.

(5) If the Trustee dismisses an Advisory Board member, the Province may appoint a replacement member by written notice to the Trustee and need not have that replacement approved by the Trustee.

3.06 RESIGNATION OF ADVISORY BOARD MEMBER

(1) Any member of the Advisory Board may resign at any time by giving at least 60 days written notice (a "**Board Member Resignation Notice**") to the Trustee with a copy of the Board Member Resignation Notice to the Province and to each other member of the Advisory Board. However, failure to give a copy of the Board Member Resignation Notice to the Province or to any other member of the Advisory Board will not invalidate the effect of the Board Member Resignation Notice.

(2) A Board Member Resignation Notice shall be signed by the person resigning and shall specify the effective date of such resignation, which must be at least 60 days after the date of delivery of the Board Member Resignation Notice.

(3) On the resignation of an Advisory Board member, the Province may nominate a replacement and subsections (5) to (8) of section 3.01 (applied *mutatis mutandis*) shall apply in respect of such nomination.

PART 4 -- FUNDING AGREEMENTS

4.01 FUNDING AGREEMENTS

(1) When making a distribution to or for the benefit of any Eligible Person, the Trustee shall enter into an agreement (a "**Funding Agreement**") with each recipient of the funds included in that distribution.

(2) In a Funding Agreement, the Trustee shall require that the recipient of the distributed funds comply with such terms and conditions as are considered advisable by the Trustee and as are consistent with the Trust Purpose.

(3) Without limiting the generality of section 4.01(2), the Trustee shall endeavour to include in each Funding Agreement provisions that deal with at least the following matters (except to the extent that the Trustee determines that a specific matter is not applicable to a specific distribution).

(a) The identity of the recipient of the funds.

(b) The aggregate amount paid by the Eligible Person for the Specified Equipment and other details in respect of the acquisition of the Specified Equipment, including a copy of the documents pertaining to such acquisition.

(c) Whether the Trustee has imposed any requirement pursuant to section 2.01(9) in respect of the use of the Specified Equipment and the consequences for failure to comply with any such requirement.

(d) The requirement set out in section 2.01(7) in respect of the burning of combustible material.

(e) To the extent considered desirable by the Trustee, a requirement to provide periodic written reports to the Trustee in a format acceptable to the Trustee describing the use made of the Specified Equipment.

PART 5 -- SCOPE OF TRUSTEE DISCRETION

5.01 DISCRETIONARY POWERS VESTED IN TRUSTEE

(1) This Declaration confers discretionary powers on the Trustee in order to permit flexibility from time to time in respect of matters relating to the 2026 Trust (including the distribution of 2026 Trust income and capital), subject only to the provisions of this Declaration and the furtherance of the Trust Purpose.

(2) The judgment and discretion of the Trustee is to govern in respect of whether, and the manner in which, the Trustee exercises the powers and discretions conferred by this Declaration on the Trustee, subject only to the provisions of this Declaration and the furtherance of the Trust Purpose.

5.02 FACTORS THAT ARE TO BE TAKEN INTO ACCOUNT BY THE TRUSTEE

(1) When deciding whether to make any distribution, the Trustee shall be guided by the Trust Purpose and shall take into account all factors that the Trustee considers relevant to the Trust Purpose.

(2) Without limiting the generality of section 5.02(1), the Trustee shall determine whether an asset qualifies as Specified Equipment and the extent to which an Eligible Person intends to

use that asset in British Columbia forestry operations.

(3) Without limiting the generality of section 5.02(1), the Trustee is specifically authorized to refuse to pay a reimbursement to a person on the basis of the manner in which the person has used or not used any asset in which any reimbursement has previously been awarded.

5.03 EXCLUSION OF EVEN-HAND RULE

The following principles apply when the Trustee is considering whether to exercise any discretionary power.

(a) The Trustee need not maintain an even hand among all Eligible Persons or among the members of any sub-group of Eligible Persons.

(b) The Trustee need not pay or distribute equal amounts among Eligible Persons or among the members of any sub-group of Eligible Persons.

(c) The Trustee may exercise or refuse to exercise any power or discretion even though that decision may have the effect of conferring an advantage on any one or more persons, even if that advantage is conferred at the expense or to the detriment of any one or more other persons (including any one or more Eligible Persons).

(d) The exercise of a discretionary power in favor of a specific person is to have no impact or relevance whatsoever when the Trustee is deciding whether to exercise any discretionary power in favor of any other person.

(e) The primary consideration shall be the fulfillment of the Trust Purpose.

5.04 BINDING NATURE OF DISCRETIONARY POWERS

(1) For purposes of this section 5.04 (as it applies for purposes of this Declaration), a decision of the Trustee includes each and every exercise or non-exercise of any power, discretion or authority by the Trustee.

(2) Each and every decision of the Trustee shall be binding upon all Eligible Persons and upon all other persons who may have any involvement with the 2026 Trust.

(3) No decision of the Trustee shall be subject to question or review for any purpose by any person, official, authority, court, tribunal or any other body or entity (including entities exercising administrative, judicial or quasi-judicial functions).

(4) This section 5.04 applies for all purposes of this Declaration. Without limiting the generality of the foregoing, this section 5.04 applies to the following specific decisions of the Trustee.

(a) Any determination as to whether an asset qualifies as Specified Equipment.

(b) Any determination as to whether a person is an Eligible Person.

PART 6 -- ADMINISTRATION OF THE 2026 TRUST

6.01 GENERAL ADMINISTRATION PROVISIONS

(1) The Trustee will have all the powers, rights and discretions set out in this Declaration.

(2) The Trustee will hold the Trust Property during the Term upon the trusts set out in this Declaration and will collect, receive, hold, manage, accumulate, retain, distribute, invest, reinvest and generally deal with the Trust Property and income from the 2026 Trust as and to the extent permitted by this Declaration.

6.02 TRUSTEE REPORTING OBLIGATIONS TO MINISTER

(1) Within 60 days after the end of each fiscal year of the 2026 Trust, the Trustee must provide to the Minister a written report (the "**Annual Report**") in respect of that fiscal year.

(2) Each Annual Report must include the following information.

(a) The amount paid or distributed in respect of the acquisition of Specified Equipment. Such amount may be presented on a per-recipient basis or on the basis of the type of Specified Equipment acquired.

(b) An assessment of the extent to which payments or distributions have fulfilled the Trust Purpose.

(c) A detailed breakdown of Administrative Expenses incurred in the fiscal year and the reason for having incurred those expenses.

(d) The aggregate of all Administrative Expenses incurred since the establishment of the 2026 Trust.

(e) If the audit of the financial statements for the most recently-completed fiscal year has not been completed on the date that the Annual Report is submitted, the unaudited financial statements of the 2026 Trust for its most recently-completed fiscal year.

(f) Such other information and material as may be requested by the Minister. Without limiting the generality of the foregoing, the Minister may request that the Trustee hire an independent third party to do any of the following and to report directly to the Minister.

(i) Make any assessment referred to in section 6.02(2)(b).

(ii) Assess the performance of the Trustee.

(3) The Trustee must have an independent auditor audit the financial statements of the 2026 Trust for each fiscal year and shall provide a copy of the audited financial statements for the most recently-completed fiscal year to the Minister with each Annual Report or as soon as possible after the submission of the Annual Report. For purposes of this section, an auditor

shall not be considered independent in any of the following circumstances.

(a) The auditor or any affiliate of the auditor provides services to

(i) the person holding the office of Trustee in any personal capacity of that person; or

(ii) any corporation that is controlled by that person in any personal capacity of that person.

(b) The auditor does not hold a professional designation recognized by British Columbia law.

(c) The auditor does not deal at arm's-length with the Trustee.

6.03 TRUSTEE REPORTING OBLIGATIONS TO ADVISORY BOARD

Within 15 days after the end of each fiscal quarter, the Trustee shall issue a report to the members of the Advisory Board summarizing the progress made in respect of the achievement of the Trust Purpose.

PART 7 -- TRUSTEE REMUNERATION AND ADMINISTRATIVE EXPENSES

7.01 REMUNERATION OF TRUSTEE

(1) Subject to the balance of funds then in the 2026 Trust, an individual holding the office of Trustee is entitled to be paid remuneration as set out in Schedule A of this Declaration for all time expended and all acts done in connection with the 2026 Trust. Schedule A is hereby incorporated in and made a part of this Declaration.

(2) At the request of the individual holding the office of Trustee, but at all times subject to the balance of funds then in the 2026 Trust, the Province may approve (pursuant to the procedure set out in section 11.03) a modification to the rate of remuneration payable to the individual then holding the office of Trustee. Any such modification shall be set out in a document approved by the Province (pursuant to the procedure set out in section 11.03) and the Trustee, which document shall be appended to this Declaration as a supplement to Schedule A.

(3) Any document appended to this Declaration in accordance with section 7.01(2) shall become a part of this Declaration and shall have the same legal validity in accordance with its terms as if the document had been part of this Declaration on the date of signature of this Declaration.

(4) Subject to the balance of funds then in the 2026 Trust, the Trustee

(a) is entitled to deduct and retain from time to time the amount of remuneration payable to a person holding the office of Trustee; and

(b) may at any time and from time to time pay amounts to any person then holding the office of Trustee in reimbursement for all advances made to the 2026 Trust by such person and for all expenses incurred by or on behalf of such person in the administration of the 2026 Trust.

7.02 ADMINISTRATIVE EXPENSES

(1) The Trustee has the power to incur and pay Administrative Expenses.

(2) Administrative Expenses include the following expenses.

(a) Remuneration paid to the Trustee.

(b) Expenses incurred by the Trustee in the regular administration of the 2026 Trust, including the following.

(i) Expenses incurred in respect of the preparation and audit of financial statements.

(ii) Expenses incurred in the preparation of Annual Reports.

(iii) Expenses incurred in filing Tax and information returns required by law.

(iv) Routine legal and accounting expenses.

(v) Expenses paid to an Adviser pursuant to section 9.07.

(vi) Expenses of establishing the 2026 Trust.

(vii) Expenses of establishing and maintaining a web site.

(c) Expenses incurred in respect of the Advisory Board, including reimbursement of expenses incurred by a member of the Advisory Board.

(d) Federal goods and services tax and any other Tax payable in respect of services rendered to the Trustee.

(e) Bank charges, photocopy costs, and office expenses.

(f) Costs incurred by the Trustee in respect of the termination of the 2024 Trust, including the costs of a final audit of the 2024 Trust.

PART 8 -- THE OFFICE OF TRUSTEE

8.01 NO MORE THAN ONE INDIVIDUAL MAY HOLD THE OFFICE OF TRUSTEE AT ANY ONE TIME

There shall be no more than one person holding the office of Trustee at any one time and such person must be a natural person (in other words, an individual as opposed to a corporation).

8.02 RESIGNATION OF INDIVIDUAL HOLDING THE OFFICE OF TRUSTEE

(1) An individual holding the office of Trustee may resign such office at any time by giving at least 60 days written notice (the "**Trustee Resignation Notice**") to the Minister with a copy of the Trustee Resignation Notice to the members of the Advisory Board. However, failure to give a copy of the Trustee Resignation Notice to any Advisory Board member will not invalidate the effect of the Trustee Resignation Notice.

(2) A Trustee Resignation Notice shall be signed by the individual resigning as Trustee and shall specify the effective date of such resignation, which must be at least 60 days after the date of delivery of the Trustee Resignation Notice.

(3) On the resignation of any individual holding the office of Trustee, the Minister shall appoint a replacement to the office of Trustee by written instrument supplementing this Declaration.

(a) Such appointment will be made no later than the effective date of the resignation of the individual who is resigning from the office of Trustee.

(b) If the effective date of the appointment of a replacement Trustee is earlier than the effective date of the resignation of the individual who is resigning from the office of Trustee, such resignation shall become effective on the effective date of the appointment of the replacement Trustee (even if the effective date of the appointment of the replacement Trustee is less than 60 days after the date of delivery of the Trustee Resignation Notice).

(c) The Minister shall provide a copy of such written instrument to the incumbent members of the Advisory Board. However, failure to give a copy of such written instrument to any Advisory Board member will not invalidate the appointment set out in that written instrument.

8.03 DEEMED RESIGNATION OF INDIVIDUAL HOLDING THE OFFICE OF TRUSTEE

(1) An individual holding the office of Trustee will be deemed to have resigned as Trustee at the time that is immediately prior to the occurrence of any of the following events.

(a) The death of that individual.

(b) The insolvency of that individual.

(c) The commission of an act of bankruptcy by that individual.

(d) That individual becomes incapacitated.

(e) The termination of the status of the individual as a resident of Canada for purposes of the *Income Tax Act* (Canada).

(f) The individual becomes an employee of the Province of British Columbia.

(g) The individual becomes a minister of Her Majesty in right of the province of British Columbia.

(h) The individual becomes a member of the legislative assembly of the Province of British Columbia.

(2) In the case of a deemed resignation as set out in section 8.03(1), the Minister shall appoint a replacement Trustee by written instrument supplementing this Declaration as soon as possible after the deemed resignation. The Minister shall provide a copy of such written instrument to the incumbent members of the Advisory Board. However, failure to give a copy of such written instrument to any Advisory Board member will not invalidate the appointment set out in that written instrument.

8.04 DISMISSAL OF INDIVIDUAL HOLDING THE OFFICE OF TRUSTEE

(1) Subject to section 8.04(2), the Minister may at any time dismiss any individual holding the office of Trustee from such office (whether with or without cause).

(2) The Minister may exercise the dismissal power referred to in section 8.04(1) only in the following manner.

(a) Any dismissal effected pursuant to section 8.04(1) may be effected only on the recommendation of the Advisory Board. However, the Minister need not effect a dismissal that has been so recommended but may instead elect to not dismiss the individual then holding the office of Trustee.

(b) The Minister must deliver a written notice (the "**Trustee Dismissal Notice**") to the individual then holding the office of Trustee.

(c) The effective date of the dismissal must be no earlier than 60 days after the date of delivery of the Trustee Dismissal Notice to the individual then holding the office of Trustee.

(3) The Minister will provide a copy of the Trustee Dismissal Notice to each member of the Advisory Board that is then in existence. However, failure to give a copy of the Trustee Dismissal Notice to any Advisory Board member will not invalidate the effectiveness of the Trustee Dismissal Notice.

(4) If the Minister dismisses an individual holding the office of Trustee pursuant to section 8.04(1), the Minister shall appoint a replacement Trustee by written instrument supplementing this Declaration.

(a) Such appointment will be made no later than the effective date of the dismissal of the individual who is being dismissed from the office of Trustee.

(b) If the effective date of the appointment of a replacement Trustee is earlier than the effective date of the dismissal of the individual who is being dismissed from the office of Trustee, such dismissal shall become effective on the effective date of the

appointment of the replacement Trustee (even if the effective date of the appointment of the replacement Trustee is less than 60 days after the date of delivery of the Trustee Dismissal Notice).

(c) The Minister shall provide a copy of such written instrument to the incumbent members of the Advisory Board. However, failure to give a copy of such written instrument to any Advisory Board member will not invalidate the appointment set out in that written instrument.

8.05 TRANSMISSION OF TRUST PROPERTY

(1) If an individual holding the office of Trustee ceases to hold that office for any reason, the following rules apply.

(a) All right, title and interest in and to all Trust Property will thereupon vest in the individual appointed as the replacement Trustee.

(b) The individual who has ceased to act as Trustee will transfer and deliver to the replacement Trustee all Trust Property then held by that individual or in that individual's possession.

(c) Upon such transfer and delivery being made, the individual who has ceased to act as Trustee shall be discharged of all duties and obligations imposed on the Trustee, other than the duty to account for all matters under or arising out of such individual's trusteeship.

(2) If a new individual is appointed as Trustee, such new individual shall sign an instrument accepting all the duties and obligations of the office of Trustee. Effective on the effective date of such instrument, such new individual will

(a) be deemed to have assumed all the duties and obligations attendant on the office of Trustee hereunder;

(b) be deemed to have accepted all the terms of the 2026 Trust;

(c) have all the rights, interests, powers, authorities and discretions conferred upon the Trustee; and

(d) be vested with all right, title and interest in and to all Trust Property.

(3) Any statutory power or right relating to the appointment or removal of an individual holding the office of Trustee shall apply subject only to any provisions to the contrary in this Declaration.

8.06 PERSONS WHO MAY NOT SERVE AS TRUSTEE

The following persons may not serve in the office of Trustee.

(a) A person who is not a natural human being.

(b) An individual employed by the Province of British Columbia.

(c) A minister of Her Majesty in right of the Province of British Columbia.

(d) A member of the legislative assembly of the Province of British Columbia.

(e) An individual who is insolvent or who is an undischarged bankrupt.

(f) An individual who is not a resident of Canada for purposes of the *Income Tax Act* (Canada).

PART 9 -- POWERS OF THE TRUSTEE

9.01 GENERAL STATEMENT OF TRUSTEE POWERS

The provisions of this Part grant specific powers to the Trustee. The granting of those specific powers, however, does not derogate in any way from any powers conferred upon the Trustee by statute or by common law. The Trustee will have all additional powers that may now or hereafter be conferred on a person acting in the role of trustee by law or that may be necessary to enable the Trustee to administer and manage the 2026 Trust and to invest the Trust Property in accordance with the provisions of this Declaration, subject only to such limitations as may be expressly provided in this Declaration.

9.02 POWER TO OPERATE BANK ACCOUNTS

(1) The Trustee may open and maintain one or more savings, chequing, current or deposit accounts (hereinafter in this section referred to as a "**Bank Account**") with any bank, credit union, trust company, loan corporation or other financial institution (whether a corporation, partnership, association, firm or other entity) empowered to accept money for deposit.

(2) The Trustee may deposit to the credit of any Bank Account all or any portion of the funds for the time being forming part of the Trust Property.

(3) The Trustee may authorize withdrawals from any Bank Account by cheque or other instrument executed by such one or more persons as the Trustee may from time to time authorize.

9.03 POWER TO GRANT POWERS OF ATTORNEY

(1) The Trustee may grant a power of attorney to any person for the purpose of authorizing that person to transact business or other affairs on behalf of the Trustee.

(2) Any power of attorney granted pursuant to this section must be revocable.

9.04 POWER TO INVEST TRUST PROPERTY

(1) The Trustee may invest and reinvest all or any portion of the Trust Property in any type of

investment that is listed in Schedule B to this Declaration, which schedule is hereby incorporated in and made part of this Declaration.

(2) The Trustee may pay and discharge from and out of the Trust Property and income therefrom such proper and reasonable brokerage and other proper and reasonable expenses as the Trustee, in the sole, absolute and unfettered discretion of the Trustee, may consider necessary or advisable in connection with the investment and reinvestment from time to time of the Trust Property and the disposition of all or any part or parts of the Trust Property.

9.05 POWER TO DEMAND INFORMATION

(1) When deciding whether to make any distribution to any person, the Trustee shall request such information as the Trustee considers necessary or desirable in order to allow the Trustee to decide whether, to what extent and in what manner to make any such distribution. If the Trustee is not satisfied with the nature or extent of any information provided to the Trustee, or if the Trustee has not received the requested information, the Trustee is specifically authorized to decline to make that distribution.

(2) The Trustee may appoint one or more persons as the Trustee considers appropriate to monitor compliance with the terms and conditions of any Funding Agreement entered into in respect of any distribution.

9.06 POWER TO ESTABLISH PROCEDURES

The Trustee has the power to establish procedures that prospective recipients of Trust funds must follow when requesting a distribution of Trust funds.

9.07 POWER TO ESTABLISH NEW TRUST OR SOCIETY

(1) The Trustee may create

(a) one or more new trusts; or

(b) one or more societies under the *Societies Act* (British Columbia);

and transfer some or all of the Trust Property to such new trust or society, provided that such new trust or society meets all the following criteria.

(c) The activities that are to be carried out through the new trust or society are likely to be of benefit to, and supportive of, the British Columbia forestry sector in general (as opposed to any specific participant in the British Columbia forestry sector).

(d) The constating documents of the new trust or society are consistent with paragraph 9.07(1)(c) and have been approved by the Province (pursuant to the procedure set out in section 11.03).

(2) The Trustee may contribute all or any portion of the Trust Property to any such new trust or society even if the effect of the creation of the new trust or society and the contribution of

Trust Property to the new trust or society is to terminate the 2026 Trust or to exclude any one or more Eligible Person from receiving a distribution from the 2026 Trust.

(3) The Trustee may create a new trust or society for the purpose of having that new trust or society receive Trust Property on the termination of the 2026 Trust.

9.08 POWER TO RETAIN ADVISERS

(1) The Trustee may, in the discharge of the Trustee's duties hereunder, do the following.

(a) Retain, employ or otherwise engage any lawyer, accountant, financial adviser, investment adviser, valuator, surveyor, broker, auctioneer or any other adviser (in this section 9.07 referred to as an "**Adviser**"), even if the Adviser is then a person holding the office of Trustee hereunder.

(b) Determine the terms of engagement applicable in respect of any Adviser engaged by the Trustee (including the compensation payable to that Adviser) and pay any compensation payable in accordance with those terms.

(c) Act in accordance with any opinion, advice or direction given by any Adviser.

(2) If an individual holding the office of Trustee is a chartered professional accountant, lawyer or a person engaged in any other profession governed by a statute of the Province of British Columbia, such individual may charge and be paid all usual professional fees and charges (including disbursements) for all work and business done and all time spent by

(a) such individual; or

(b) the firm or any partner of such individual; or

(c) any corporation controlled by such individual;

in relation to the 2026 Trust in the same manner as if the individual holding the office of Trustee were not a holder if the office of Trustee, but subject at all times to section 7.02.

(3) Section 9.08(2) shall apply to matters which might or should have been attended to in person by a trustee who is not a chartered professional accountant, lawyer or other professional person but which a trustee might reasonably require to be done by a professional person.

(4) The Trustee shall not be responsible for any loss or damage that results from the Trustee acting in accordance with any opinion, advice or direction given by any Adviser, provided that the Trustee has acted reasonably in relying on such opinion, advice or direction. The Trustee shall be deemed to have acted reasonably in relying on any opinion, advice or direction given by an Adviser if that Adviser has a reasonable degree of competence in the field in respect of which such opinion, advice or direction has been given.

9.09 POWER IN RESPECT OF TAXES

(1) The Trustee may pay, out of the capital or income of the 2026 Trust, all or any portion of any Tax that may be attributable to the Trust Property or to any income (as the concept of income is understood for the purposes of such Tax) in respect of the Trust Property.

(2) Subject only to the provisions of any law imposing the relevant Tax, the Trustee may

(a) allocate (or withhold from allocation) any or all amounts that may be relevant for the purpose of any Tax;

(b) make any such allocation in favor of any one recipient of Trust Property to the exclusion of any other recipient of Trust Property; and

(c) may make any such allocation in such manner and in such proportion as the Trustee shall from time to time determine.

(3) The Trustee may, on behalf of the 2026 Trust, do any one or more of the following.

(a) File any Tax or information returns.

(b) Make any elections, designations or determinations required or permitted to be made by trustees under any act imposing any Tax, including any election, designation or determination required or permitted to be made jointly with a recipient of Trust Property.

(c) Execute all documents and do all things as may be required to give effect to any such elections, designations or determinations.

(4) Unless the Trustee specifically determines otherwise in writing, no election, designation or determination made for Tax purposes, and no indemnification made in respect of any Tax payable by any Beneficiary, and no combination of any of the foregoing, shall

(a) derogate from, or be viewed as the exercise of, any discretionary power granted to the Trustee in respect of the payment or distribution of capital or income of the 2026 Trust, or

(b) be deemed to be a payment, distribution or vesting of capital or income of the 2026 Trust to or for the benefit of any specific person.

(5) The Trustee shall account for any expenses (other than the payment of any Tax imposed on the income of the 2026 Trust) incurred in accordance with this section as Administrative Expenses of the 2026 Trust.

(6) The Trustee may withhold a reasonable reserve from any distribution or other transfer of Trust Property pending receipt of any clearance or other certificate from any Tax authority.

9.10 POWER TO ACCEPT ADDITIONAL CONTRIBUTIONS

(1) The Trustee may accept a contribution of any property as an addition to the Trust Property provided that, and to the extent that, the contribution does not include any terms or conditions that are inconsistent with the Trust Purpose and the other terms and conditions of this Declaration.

(2) When accepting a contribution of property as an addition to the Trust Property, the Trustee may assume such liabilities and commitments (whether actual or contingent) as the Trustee considers advisable.

9.11 SEVERABLE NATURE OF POWERS

Each power and authority conferred on the Trustee is severable. If any power or authority is found at any time to be invalid, illegal or unenforceable for any reason, the following rules will apply.

(a) The invalid, illegal or unenforceable power or authority will be severed and deleted from this Declaration.

(b) The validity, legality and enforceability of the remaining powers and authorities set out in this Declaration will not be affected or impaired in any way.

(c) This Declaration shall thenceforth be construed and enforced as if the invalid, illegal or unenforceable power or authority had never been included in this Declaration.

PART 10 -- LIABILITY OF THE TRUSTEE

10.01 POWER TO LIMIT LIABILITY

The Trustee will be entitled to limit the liability of the Trustee (including any individual holding the office of Trustee) in respect of any contract, agreement, transaction or event in such a way that the only recourse for any breach or other cause of action will be against the Trust Property.

10.02 GOOD FAITH EXONERATES TRUSTEE

(1) An individual holding the office of Trustee will bear no liability of any kind whatsoever in respect of any act or omission of that individual provided that the individual performs the duties of the office of Trustee in good faith.

(2) An individual holding the office of Trustee will be deemed not to have acted in good faith if the individual is guilty of fraud or gross negligence in performing the duties of the office of Trustee.

(3) Without limiting the generality of this section, no individual holding the office of Trustee shall be liable for any of the following if the individual has performed the duties of the office of Trustee in good faith.

(a) Any loss to the Trust Property.

(b) Any diminution in value of the Trust Property.

(c) Any loss caused by any inopportune investment, even if the investment was the result of poor judgment on the part of the Trustee.

(d) Any act or failure to act, including any exercise or any failure or refusal to exercise any power, right, authority or discretion granted to the Trustee.

(4) All Eligible Persons and any other person who receives any portion of the Trust Property shall be deemed to have had notice of the provisions of this section.

10.03 NO REQUIREMENT TO FURNISH BOND

(1) No individual holding the office of Trustee shall be required to provide any bond in respect of the performance of the duties of Trustee.

(2) If any law or any court of competent jurisdiction requires any individual holding the office of Trustee to post a bond, no surety is to be required in connection with such bond.

PART 11 -- INTERPRETATION AND GENERAL PROVISONS

11.01 DEFINITIONS

For all purposes, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings.

(a) "2024 Trust" has the meaning assigned to that term on the initial page of this Declaration.

(b) "2024 Trust Document" has the meaning assigned to that term in the text set out under the heading "Background".

(c) "2024 Trustee" has the meaning assigned to that term on the initial page of this Declaration.

(d) "2026 Trust" means the trusts on which the Trustee holds the Trust Property under this Declaration and, where the context so requires, this Declaration itself or the Trust Property.

(e) "Administrative Expense" has the meaning assigned by section 7.02(2).

(f) "Advisory Board" means the advisory board established under section 3.01.

(g) "Annual Report" has the meaning assigned by section 6.02(1).

(h) "Bank Account" has the meaning assigned by section 9.02(1).

(i) "Board Member Dismissal Notice" has the meaning assigned by section 3.05(2).

(j) "Board Member Resignation Notice" has the meaning assigned by section 3.06(1).

(k) "Business Day" has the meaning assigned by section 11.07(6).

(l) "Declaration", "herein", "hereto", "hereunder" and similar expressions refer to this Declaration of Trust (as supplemented and varied from time to time) together with all other deeds and writings which supplement or implement the provisions of this Declaration of Trust or which are ancillary to the provisions of this Declaration of Trust.

(m) "Eligible Person" has the meaning assigned by section 2.01(5).

(n) "Funding Agreement" has the meaning assigned by section 4.01(1).

(o) "Income" has the meaning assigned by section 11.02(1).

(p) "Initial Property" has the meaning assigned by section 1.01(1)(a).

(q) "Initial Trustee" has the meaning assigned to that term by section 1.01(3).

(r) "Minister" means the British Columbia Minister of Forests.

(s) "Province" has the meaning assigned to that term in the text set out under the heading "Background".

(t) "Specified Equipment" has the meaning assigned by section 2.01(6) (including as that section is amended under section 2.02).

(u) "Tax" includes all forms of taxes, charges and duties (whether or not expressly called a tax) together with any interest or penalties that may be payable in addition to the tax, wherever and however levied or made payable. Without limiting the generality of the foregoing, the term includes any income tax, capital gains tax, gift tax, property tax, transfer tax, sales tax, customs duty, commodity tax, estate tax, inheritance tax, succession duty, probate tax, probate fee and any other governmental charge in the nature of a tax.

(v) "Term", in relation to the Trust, has the meaning assigned by section 1.05(1).

(w) "Termination Date" has the meaning assigned by section 1.05(2).

(x) "Trust Property" at any time and from time to time means the aggregate of the following property of the 2026 Trust, less any amounts and property that has been previously distributed to beneficiaries or expended in administering the 2026 Trust.

(i) The Initial Property.

(ii) Any and all amounts and property of any nature or kind whatsoever

transferred to or acquired by the Trustee from time to time and accepted by the Trustee as, or declared by the Trustee to be, Trust Property.

(iii) Any and all amounts and property of any nature or kind whatsoever which from time to time replace or are substituted for all or any portion of the property referred to in subparagraphs (i) and (ii) of this definition.

(iv) All income of the 2026 Trust.

(y) "Trust Purpose" has the meaning assigned by section 2.01.

(z) "Trustee", at any time and from time to time, means the individual who holds the Trust Property at that time upon the trusts set out in this Declaration, whether the Initial Trustee or any successor.

(aa) "Trustee Act" means the legislation that governs the actions of trustees, as such legislation may exist or be amended or be substituted from time to time, as in force from time to time in British Columbia.

(bb) "Trustee Dismissal Notice" has the meaning assigned by section 8.04(2)(b).

(cc) "Trustee Resignation Notice" has the meaning assigned by section 8.02(1).

11.02 INCOME OF THE 2026 TRUST

(1) "**Income**" of the 2026 Trust or from the Trust Property in respect of any fiscal period of the 2026 Trust means the income of the 2026 Trust as determined for purposes of the law of trusts together with any and all capital gains realized in respect of any Trust Property.

(2) Any amount that is not Income of the 2026 Trust shall be considered to be capital of the 2026 Trust.

11.03 MATTERS THAT ARE SUBJECT TO BEING APPROVED BY THE PROVINCE

Whenever this Declaration states that a matter is subject to being approved by the Province, the following procedural rules apply in respect of such approval.

(a) The Trustee is the sole person with the authority to initiate the approval process.

(b) The Trustee shall initiate the approval process by submitting a written proposal to the Province with a request that the Province approve the proposal. If the proposal must also be approved by the Advisory Board the Trustee shall submit the proposal to the Province only after the Advisory Board has approved the proposal.

(c) On receipt of such a written proposal from the Trustee, the Province shall either approve or not approve the proposal and shall communicate its decision to the Trustee in writing.

(d) The Province shall have no power to

(i) initiate the submission of a proposal to the Trustee; or

(ii) make a counter-proposal to any proposal submitted by the Trustee.

11.04 GENDER AND NUMBER REFERENCES

Unless the context requires otherwise, the following rules of construction shall apply to the interpretation of this Declaration.

(a) Words denoting the singular may be construed as denoting the plural, and vice-versa.

(b) Pronouns and other words denoting a specific gender may be construed as also denoting any other gender, whether masculine, feminine or neuter.

11.05 HEADINGS

The headings set out in this Declaration are included solely for convenience of reference. The headings are to have no significance whatsoever in the interpretation of this Declaration or of any provision of this Declaration.

11.06 TRUSTEE TO MANAGE TRUST PROPERTY

No Eligible Person and no potential recipient of Trust Property will be entitled to

(a) compel the Trustee to dispose of any property or investment that is not producing income or growth; or

(b) require the Trustee to invest any part of the Trust Property in property or investments of any kind which would produce income or growth or any specific rate of income or growth.

11.07 NOTICES

(1) Any notice may be given to any person in any of the following ways.

(a) By personally delivering it to that person and securing written acknowledgement of such delivery.

(b) By delivering it to that person through a courier service and retaining evidence of delivery.

(c) By sending it via certified mail, postage prepaid and addressed to the last known address of that person.

(d) By serving it through a process server.

(e) By sending it by email or other form of electronic communication.

(2) Any notice that is delivered or served shall be effective on the date of delivery or service, as

the case may be.

(3) Any notice that is mailed shall be effective on the fifth Business Day after the date of mailing.

(4) Any notice that is given by email or other form of electronic communication shall be effective

(a) on the day of transmittal thereof if transmittal is before 3 PM (local time at the location of the recipient) on a Business Day; and

(b) in any other case, on the next Business Day;

provided that the sender prints and retains a delivery receipt issued by the program confirming delivery of the email or other form of electronic communication to the email or other address in question.

(5) If any person giving any notice knows or ought to know of any difficulties with the postal mail system that is likely to delay the receipt of any notice that is mailed by post, that person will give the notice by a permitted means other than the postal mail system.

(6) The term "**Business Day**" means a day other than a Saturday, Sunday or British Columbia statutory holiday and, when applied in respect of the giving of a notice, refers to the status of the day in the location of the recipient of the notice.

11.08 SEVERABILITY

Each provision of this Declaration is severable. If any provision of this Declaration is found at any time to be invalid, illegal or unenforceable for any reason, the following rules will apply.

(a) The invalid, illegal or unenforceable provision will be severed and deleted from this Declaration.

(b) The validity, legality and enforceability of the remaining provisions of this Declaration will not be affected or impaired in any way.

(c) This Declaration shall thenceforth be construed and enforced as if the invalid, illegal or unenforceable provision had never been included in this Declaration.

11.09 LAW GOVERNING THE 2026 TRUST

The formal validity of the 2026 Trust and the interpretation of this Declaration will be governed by the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

BY SIGNING BELOW, Eric van Soeren (both in his capacity as the 2024 Trustee and in his capacity as the Initial Trustee of the 2026 Trust) acknowledges that this Declaration sets out the

terms of the trusts on which the 2024 Trustee removes the Initial Property from the 2024 Trust and begins to hold the Initial Property pursuant to this Trust on the terms set out in this Declaration.

SIGNED, SEALED AND DELIVERED BY Eric van Soeren (both in his capacity as the 2024 Trustee and in his capacity as the Initial Trustee of the 2026 Wildfire Reduction Equipment Support Trust) in the presence of the following person. Signature of Witness DEBORAH McGOVERN Print name of Witness 750 WALKERS HOOK, Print Address of Witness 351 BC.	Eric van Soeren (s) **Eric** van Soeren (in his capacity as the 2024 Trustee and also in his capacity as the Initial Trustee of the 2026 Wildfire Reduction Equipment Support Trust)

BY SIGNING BELOW, the Minister confirms that the Province approves the terms and conditions set out in this Declaration.

SIGNED, SEALED AND DELIVERED on behalf of **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the signatory indicated, who signed in the presence of the following person. Signature of Witness Harmony Vouriot Print name of Witness 545 Superior St. Victoria Print Address of Witness	Print Name: Jillian Rousselle Assistant Deputy Minister Ministry of Forests, Province of British Columbia

SCHEDULE A TO THE DECLARATION OF TRUST ESTABLISHING THE 2026 WILDFIRE REDUCTION EQUIPMENT SUPPORT TRUST

TRUSTEE REMUNERATION

1. The Initial Trustee is entitled to be paid remuneration at a rate of $300 for each hour spent performing the functions of Trustee. Such rate is to be pro-rated for parts of an hour.

2. Effective for 2027 and subsequent fiscal years, the rate of remuneration payable to the Initial Trustee may be increased by resolution of the Trustee. Any such increase shall be effective no earlier than April 1 of the fiscal year in question and shall be no greater than the average increase in the all-items Consumer Price Index (the "**CPI**") for the preceding fiscal year, as established by Statistics Canada (or any successor agency) for British Columbia. If no increase is made in respect of a specific fiscal year, the foregone increase may be carried forward and applied in a subsequent fiscal year as if the CPI for the preceding fiscal year were larger by the amount of the foregone increase.

3. A successor in the office of Trustee shall be entitled to receive remuneration at such rate as is approved by the Province (pursuant to the procedure set out in section 11.03 of the Deed) by Supplementary Deed made at the time that the Province appoints such successor to the office of Trustee.

4. Subject to anything contained in the document appointing a successor Trustee, the rules set out in section 2 shall also apply in respect of a successor.

SCHEDULE B TO THE DECLARATION OF TRUST ESTABLISHING THE 2026 WILDFIRE REDUCTION EQUIPMENT SUPPORT TRUST

Authorized Investments

The Trustee may invest Trust Property in any of the following types of securities.

1. Treasury Bills, bonds or other securities fully guaranteed by one of the following.

   (a) The government of Canada.

   (b) Any provincial government of Canada.

2. Notes, bonds and asset-backed securities issued by corporations, provided that such notes, bonds and asset-backed securities meet the credit quality requirements described below under the subheading "Credit Quality".

3. Mortgage-backed securities issued by financial institutions, provided that such mortgage-backed securities meet the credit quality requirements described below under the subheading "Credit Quality".

4. Term deposits and short-term paper, including bearer deposit notes and banker acceptances and any other obligation fully guaranteed by a financial institution that is then listed in Schedule I or Schedule II of the *Bank Act* (Canada).

5. Other investments (including government or corporate notes, certificates of deposit, bonds and other securities issued by financial institutions or development agencies operating in British Columbia), of a risk level acceptable to the Trustee.

Assets Mix Range

The following are the allowable asset mix ranges.

Asset Class	Minimum Value (% of Total Assets)	Maximum Value (% of Total Assets)
Money Market	0	65
Bonds	15	85
Government	15	85
Corporate	0	50
Other Investments	0	10

Minimum Credit Quality

The following are the minimum credit quality requirements referred to in paragraphs 2 and 3 above.

(a). Money market investments with a rating by the Dominion Bond Rating Service ("**DBRS**") not less than R1-Low, or an equivalent rating from a recognized rating agency.

(b). Bonds with an A (low) or higher rating from DBRS or an equivalent rating from a recognized rating agency.

(c). No more than 10 per cent of the market value of the portfolio may be invested in the debt obligations of any single issuer, except for government or government guaranteed issues.

Foreign Content

There shall be no foreign property in the portfolio. For this purpose, "foreign property" has the meaning assigned to that term for purposes of subsection 206(1) of the *Income Tax Act* (Canada) at the time immediately prior to the repeal of subsection 206(1) by S.C. 2005, c. 30.

General Restrictions

(a). Securities cannot be sold short or purchased on margin.

(b). The portfolio cannot employ futures, options or other derivatives.

(c). The securities cannot be lent.

(d). Assets must be valued monthly by a recognized external pricing service.