

Forest Tenure Opportunity Agreement
(the "Agreement")

Between:

Moricetown Band

As represented by

Chief and Council

(the "Moricetown Band")

and

Her Majesty the Queen in Right of the Province of British Columbia

as represented by the Minister of Forests and Range

("British Columbia")

(collectively the "Parties")

WHEREAS:

- A. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia, the Government of Canada, and Moricetown Band have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal peoples. This will require strengthened relationships between Moricetown and British Columbia, based on enhanced collaboration, effective working partnerships and mutual respect and accountability.
- B. This Agreement, and the benefits flowing from it, will assist the Moricetown Band in achieving progress towards the goals it shares with British Columbia of closing socio economic gaps between the members of the Moricetown Band and non-Aboriginal peoples, and, in particular, will assist the Moricetown Band in addressing some of the immediate priorities of the community, by increasing Band's participation in the forest and range sectors.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. "Aboriginal Interests" means aboriginal rights and/or aboriginal title.
- 1.2. "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the Forest Act as per 12 (1).
- 1.3. "Interim Accommodation" means the accommodation provided in this Agreement, of the potential infringements of the economic component of the Moricetown Band's Aboriginal Interests arising from, or as a result of, forest development in the Traditional

Territory during the term of this Agreement, prior to the full reconciliation of these Aboriginal Interests with Crown sovereignty.

- 1.4. "Licensee" means a holder of a Forest Tenure.
- 1.5. "Operating Area" means an area, informally agreed to between licensees who each hold rights to harvest Crown timber within the same Timber Supply Area, and recognizes how each licensee will operate to avoid conflict and meet each other's needs.
- 1.6. "Traditional Territory" means the Moricetown Band's area of interest as shown on bold black on the map attached in Appendix A.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Promote and increase First Nations participation in the forest sector by offering a forest tenure opportunity(s).
- 2.2. Create harvesting opportunity to assist in the improvement of social conditions of the Moricetown Band through economic diversification.
- 2.3. Provide a period of stability to forest development on Crown lands within the Traditional Territory of the Moricetown Band during the term of this Agreement, while longer term interests are addressed through other agreements or processes.
- 2.4. Provide Interim Accommodation.
- 2.5. Provide an interim harvesting opportunity to facilitate the Moricetown Band's participation in the forest sector while the Parties work to develop longer term opportunities.

3. Forest Tenure Opportunity

During the term of this Agreement, British Columbia will provide one or more of the following tenure opportunities to the Moricetown Band:

- 3.1. After execution of this Agreement, the District Manager or Regional Manager will invite the Moricetown Band, or such legal entity as the Band has appointed as its representative, to apply for a non replaceable Forest Licence (the "Licence") on a non-competitive basis for up to 77,062 cubic meters annually in the Morice and Bulkley Timber Supply Areas.

The licence(s) will be comprised of:

Management Unit	Tenure	Allowable Annual Cut	Total Volume in	Term in years

		(AAC) (m ³ /yr)	m ³	(yrs.)
Morice TSA	FL Axxxx	41,126	82,252	2
Bulkley TSA	FL Axxxx	35,936	71,872	2
Totals		77,062	154,124	n/a

- 3.2. The Parties agree over the term of this Agreement to work to develop harvesting opportunities for the Moricetown Band to access longer term replaceable volume within the Morice and Bulkley TSAs.
- 3.3. If British Columbia decides to make bioenergy volumes available within the Morice TSA during the term of this Agreement, British Columbia agrees to work with the Moricetown Band to explore bioenergy opportunities for the Moricetown Band.
- 3.4. If the intended holder of the licence(s) is a legal entity other than the Moricetown Band, the Regional Manager or District Manager must be satisfied that the intended holder of the licence is a person or other legal entity and has been duly appointed by the Band as its representative.
- 3.5. Prior to submitting an application for the licence referenced in section 3.1, the Moricetown Band will meet with British Columbia to identify an operating area located within Moricetown Band's Traditional Territory.
- 3.6. The licence under section 3.1 of this Agreement will:
- 3.6.1. not be a replaceable licence as defined under the Forest Act;
 - 3.6.2. include other terms and conditions required by law including the condition that the Moricetown Band must comply with this Agreement; and,
 - 3.6.3. include other terms and conditions as may be required by the Regional Manager.

4. Reporting of Tenure Information

- 4.1. British Columbia, in its commitment to the goals of the Transformative Change Accord will require certain information from Moricetown Band on what measurable benefits the Band has been able to receive as a result of this Agreement.

- 4.2. The Moricetown Band agrees to cooperate with British Columbia in providing the information in a format acceptable to both Parties and in a manner that maintains confidentiality of that information, unless otherwise agreed.

5. Interim Accommodation

- 5.1. During the term of this Agreement, the Moricetown Band agrees that if British Columbia fulfils its obligations under this Agreement, it has provided an Interim Accommodation to the Moricetown Band.
- 5.2. If the forest tenure entered into under this Agreement remains in effect beyond the term of this Agreement, the forest tenure will continue to be considered by the Parties to be an Interim Accommodation until the tenure expires or is terminated.
- 5.3. The Parties acknowledge that other interim accommodation, including economic accommodation, may be jointly developed by the Parties during the term of this Agreement.

6. Moricetown Band Traditional Territory

- 6.1. The Moricetown Band agrees to provide British Columbia with a hard copy map of their Traditional Territory and a digital copy of the boundary conforming to current government mapping standards, as either ESRI Shapefile or Esri E00 file format.

7. Stability within Moricetown Band's Traditional Territory

- 7.1. The Moricetown Band will respond immediately to any discussions initiated by British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by Moricetown Band members with provincially authorized activities related to forest development, including timber harvesting or other forestry economic activities, occur.

8. Term and Termination

- 8.1. The term of this Agreement is two years
- 8.2. This Agreement will take effect on March 31, 2010 subject to acquiring the signatures of the Parties.
- 8.3. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 8.3.1. expiry of its term;
 - 8.3.2. 90 days notice by either Party;
 - 8.3.3. mutual agreement of the Parties; or
 - 8.3.4. if the forest tenure issued under 3.1 is cancelled, surrendered or otherwise terminated under the Forest Act.

- 8.4. Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 8.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

9. Dispute Resolution

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

10. Renewal of the Agreement

- 10.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met, British Columbia and the Moricetown Band will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new agreement.

11. Amendment of Agreement

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

12. Suspension or Cancellation by the Minister

- 12.1. Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may suspend or cancel the licence(s) entered into as a result of the invitation to apply under this Agreement, if the Minister or a person authorized by the Minister determines that the Moricetown Band is not in compliance with this Agreement.
- 12.2. If this Agreement is terminated in accordance with section 8.3.2 or 8.3.3, the Minister may cancel the forest tenure issued under this Agreement.

12.3. Prior to contemplating any action referred to in Section 12.1 or 12.2, British Columbia will provide notice to the Moricetown Band of any alleged contravention of this Agreement that may lead to the Moricetown Band not being in compliance with this Agreement.

13. Entire Agreement

13.1. This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

14. Notice

14.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.

14.2. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m.

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

British Columbia	Moricetown Band
Deputy Minister	Barry Nikal, Chief Councillor
Ministry of Forests and Range	Moricetown Band
P.O. Box 9525 STN PROV GOVT	Suite 3—205 Beaver Road
Victoria B.C. V8W 9C3	Smithers, B.C. V0J 2N1
Telephone: (250) 356-5012	Telephone: (250) 847-2133
Facsimile: (250) 953-3687	Facsimile: (250) 847-9291


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

15. Miscellaneous

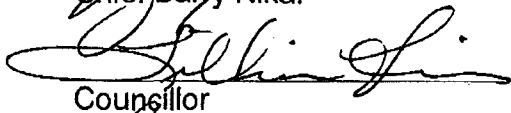
- 15.1. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 15.2. This Agreement is without prejudice to, and will not limit the positions that a Party may take in, future negotiations or court actions.
- 15.3. British Columbia acknowledges and enters into this Agreement on the basis that there are Aboriginal Interests within the Traditional Territory and that the specific nature, scope or geographic extent of those Aboriginal Interests, have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of those Aboriginal Interests or treaty interests in the Traditional Territory.
- 15.4. Nothing in this Agreement defines the scope of British Columbia's consultation obligations or restricts the ability of the Moricetown Band to seek additional accommodations for impacts on the Aboriginal Interests of the Moricetown Band from forest or range resource development activities proposed within the Moricetown Band's Traditional Territory that may lead to an infringement of the Aboriginal Interests of the Moricetown Band.
- 15.5. This Agreement does not exclude the Moricetown Band from accessing forestry economic opportunities and benefits which may be available, other than those expressly set out in this Agreement.
- 15.6. This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the Constitution Act, 1982 and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 15.7. This Agreement and any decisions made during the term of this Agreement is without prejudice to, and does not change or affect, the positions either Party has, or may have, regarding jurisdiction and authorities.
- 15.8. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 15.9. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 15.10. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.

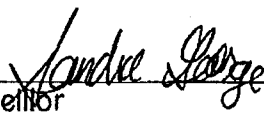
Signed on behalf of:

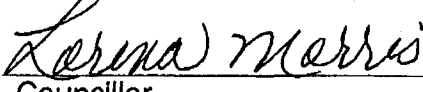
Moricetown Band


Chief Barry Nikal

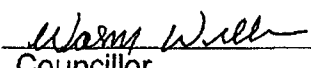
Date:


Councillor

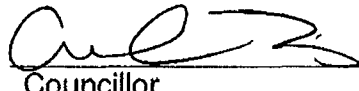

Councillor


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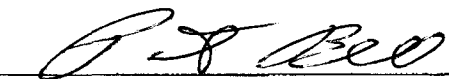
Councillor

Witness of Moricetown Band
signatures

Signed on behalf of:

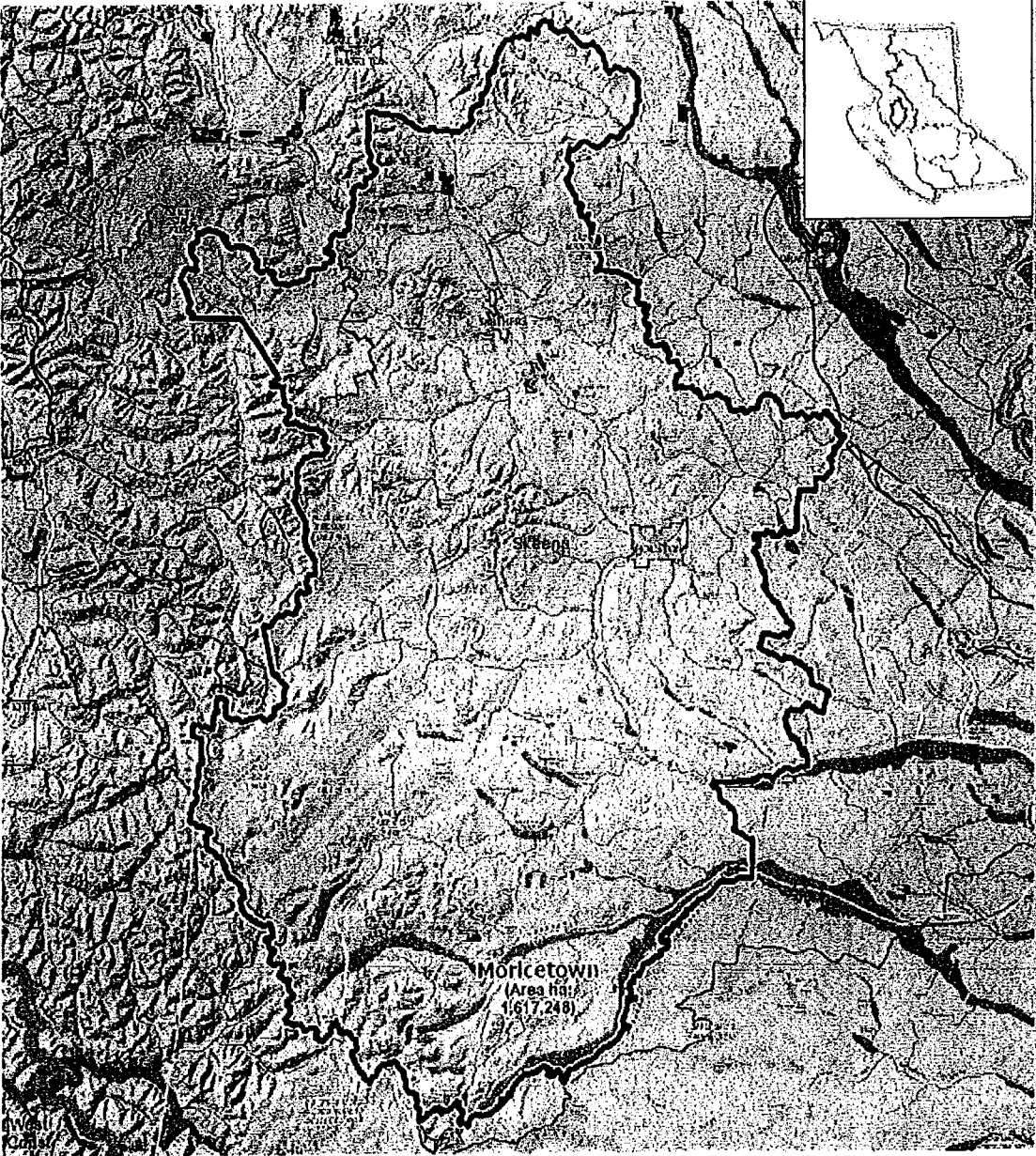
British Columbia

Date: June 3, 2010


Pat Bell
Minister of Forests and Range


Witness of Minister signature

APPENDIX A
Map of Moricetown Band's Traditional Territory



MORICETOWN BAND COUNCIL RESOLUTION

B.C.R. No. 971-05-A-2010.01
Motioned: Lillian Lewis
Seconded: Barry NIKal

WHEREAS: The Moricetown Band has entered into, or intends to enter into, a "Forest Tenure Opportunity Agreement" with Her Majesty the Queen in Right of the Province of British Columbia, in a form substantially the same as that attached as Schedule "A" hereto (the "Agreement").

AND WHEREAS: The Agreement contemplates that the Band may appoint another legal entity as its representative to apply for one ^{or} of more non-replaceable Forest Licenses as contemplated therein.

AND WHEREAS: The Moricetown Band wishes to appoint Lowell A. Johnson Consultants Ltd. as its representative to apply for one or more non-replaceable Forest Licenses as contemplated in the Agreement.

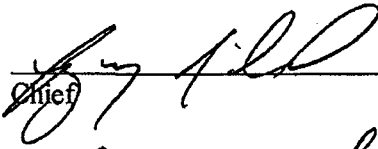
AND WHEREAS: the Band Members have elected the following persons as Chief and Council at the last election:

Chief: Barry Nikal	Councillor: Warner William
Councillor: Marvin Joseph	Councillor: Avril Lewis
Councillor: Chris Gagnon	Councillor: Lillian Lewis
Councillor: Duane Mitchell	Councillor: Lorena Morris
Councillor: Victor Jim	Councillor: Sandra George
	Councillor: Andrew Tom

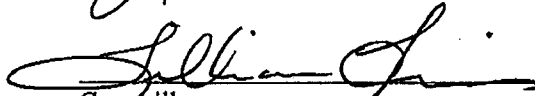
AND WHEREAS: this request has received the consent of the Moricetown Indian Band Council as was passed by formal motion at a duly convened Band Council meeting held on May 5, 2010.

NOW THEREFORE WE DO HEREBY RESOLVE AND AGREE:

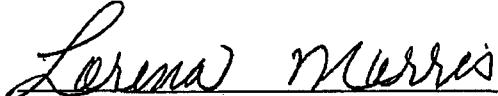
1. The execution and delivery of the Agreement is hereby confirmed, ratified and approved.
2. Lowell A. Johnson Consultants Ltd. is hereby appointed as the Moricetown Band's representative to apply for one or more non-replaceable Forest Licenses as contemplated in the Agreement.


Chief

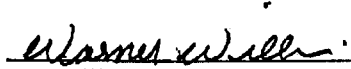

Councillor


Councillor


Councillor


Councillor

Councillor


Councillor

(QUORUM: 5)