

APR 18 2008

Mountain Pine Beetle Agreement
(the "Agreement")

Between:
Xats'ull First Nation

As represented by
Chief and Council

RECEIVED BY.....

and

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Forests and Range
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- The Xats'ull First Nation signed a Forest and Range Agreement/Opportunity Agreement (FRA/FRO) with the Government of British Columbia on December 08, 2006. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRA/FRO.
- Mountain pine beetle allowable annual cut increases in the Williams Lake Timber Supply Area have lead to increased harvesting activity and potential impacts on Xats'ull First Nation aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Xats'ull First Nation.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Xats'ull First Nation in the forest sector; and,
 - b. provide an economic opportunity by inviting the Xats'ull First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Williams Lake Timber Supply Area, in a manner linked to the FRA/FRO and as set out in this Agreement.

Therefore the Parties agree as follows.

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Xats'ull First Nation to apply for a non-replaceable forest licence (the Licence) under section 47.3 of the *Forest Act* to harvest a total of up to 150 000 cubic meters of beetle infested timber over a 10 year term within the

traditional territory of the Xats'ull First Nation as identified in black bold in Appendix A in the Williams Lake Timber Supply Area.

3. (Optional: If the intended holder of the licence(s) is a legal entity other than the Xats'ull First Nation, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Xats'ull First Nation as its representative.)
4. (Optional if there is no current reference in existing FRO to further tenure opportunities (e.g. provisions 11.15 or 12.1(g)): If during the term of this Agreement a further a further Mountain Pine Beetle temporary volume allowable annual cut increase becomes available in the Williams Lake Timber Supply Area, the Parties agree to explore further tenure opportunities in this Timber Supply Area, in accordance with Section 47.3 of the *Forest Act*.)
5. The invitation will be subject to a condition that prior to making an application for the Licence, the Xats'ull First Nation will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the traditional territory of the Xats'ull First Nation.
6. The Licence(s) entered into as a result of the invitation to apply under this Agreement will:
 - a. be for a term of no longer than 10 years as determined by the Minister;
 - b. contain other terms and conditions required by law, including the condition that the Xats'ull First Nation must comply with this Agreement and with the FRA/FRO;
 - c. include a term that Xats'ull First Nation may not dispose of the Licence except in accordance with the *Forest Act*; and
 - d. include other terms and conditions as may be required by the Regional Manager.
7. An invitation to apply for a non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement may be consolidated with other non-replaceable forest licenses in accordance with section 19(3)(a) of the *Forest Act*.

Consultation

8. The Parties agree to participate in consultation regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the Williams Lake TSA, as set out in section 4.0 of the Xats'ull First Nation FRA/FRO.
9. During the term of this Agreement, and subject to the terms and intent of this Agreement being met and adhered to by the Government of British Columbia, the Xats'ull First Nation agrees that the Government of British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Xats'ull First Nation aboriginal title and/or rights resulting from operational plans and administrative decisions pertaining to increases in harvest levels

to address the mountain pine beetle epidemic in the Williams Lake TSA, as an interim measure.

Dispute Resolution

10. If a dispute arises between the Government of British Columbia and the Xats'ull First Nation regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out section 5.0 in the Xats'ull First Nation FRA/FRO.

Amendments

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

Term

13. This Agreement will take effect on the date on which the last Party has executed it.
14. This Agreement will terminate on the occurrence of the earliest of any of the following events:
- a. 10 years from the date this Agreement is executed; or
 - b. the mutual agreement of the Parties, or
 - c. upon 90 days written notice by either of the Parties.
15. If the FRA/FRO is terminated, the consultation processes that were set out in section 4.0 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and for the purposes of this Agreement.
16. The Government of British Columbia will not terminate this Agreement on the grounds that the Xats'ull First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

17. All of the provisions set out in the Notice section of the FRA/FRO apply to this Agreement.

Miscellaneous

18. All of the provisions set out in the Miscellaneous section of the FRA/FRO apply to this Agreement.

Signed on behalf of:

Xats'ull First Nation:

Date: April 17, 2008



Chief Lenny Sellars

Witness



Councillor Thomas Phillips



Councillor Donna Dixon




Councillor Gilbert Sellars

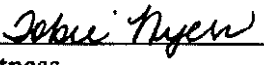
Signed on behalf of:
Government of British Columbia

MAY 13 2008

Date: _____



Honourable Rich Coleman
Minister of Forests and Range



Witness

APPENDIX A MAP OF XATS'ULL FIRST NATION TRADITIONAL AREA

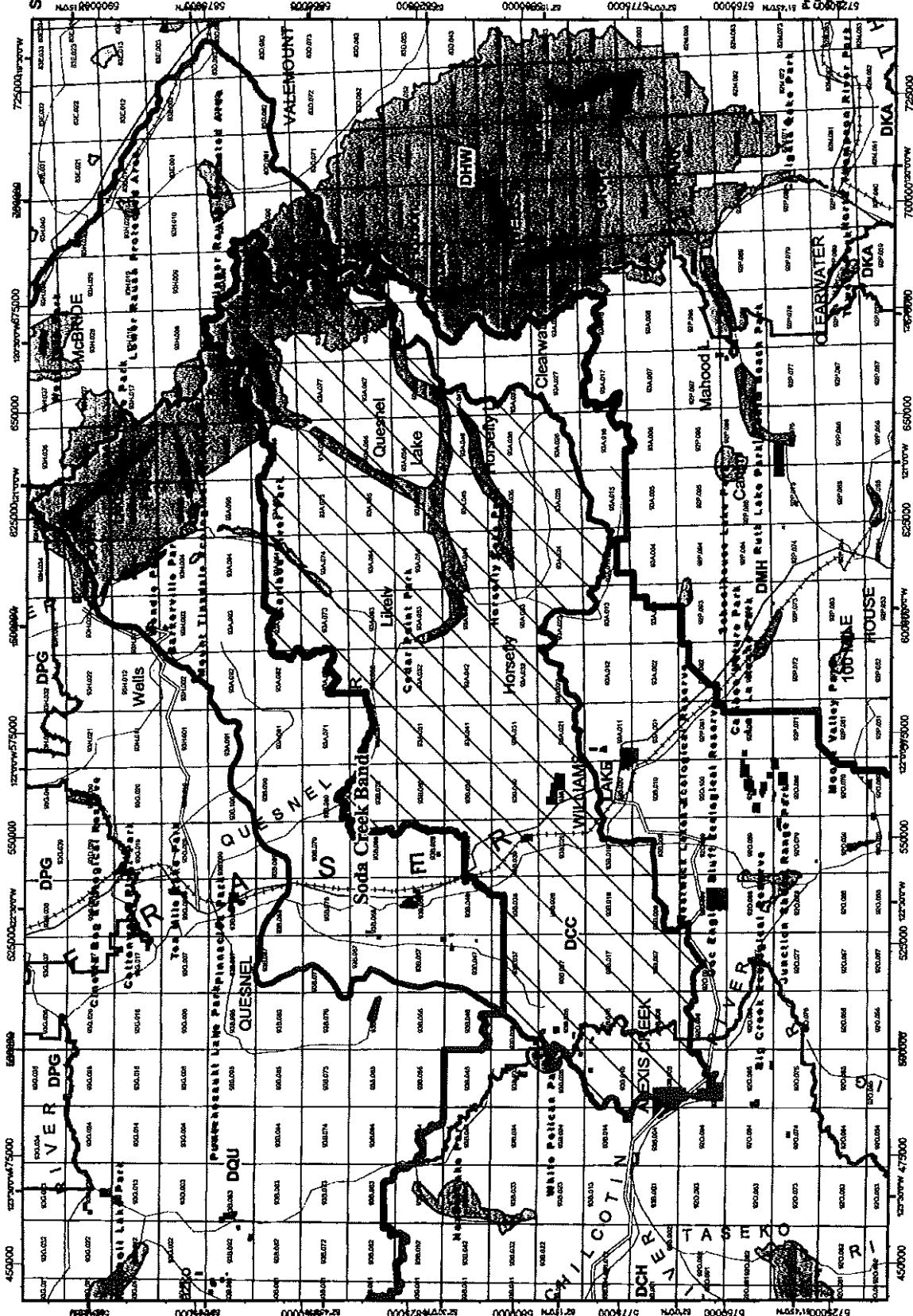
**Soda Creek Band
Mountain Pine Beetle
Agreement Area**



Legend

- Mountain Pine Beetle Soda Creek Band Agreement Area
- Consultative Area
- Forest District
- Williams Lake TSA
- Indian Reserve
- Protected Area

Projection: Datum: UTM, NAD 83
 Created By: Ministry of Forests DCC
 Project: 2004 - Year 1: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 2: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 3: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 4: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 5: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 6: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 7: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 8: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 9: Mountain Pine Beetle Agreement Area Maps
 2004 - Year 10: Mountain Pine Beetle Agreement Area Maps
 Dec 21, 2007



APPENDIX B: (optional)

Description and Documentation pertaining to the Intended Holder of the licence

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license: _____

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

_____ Xast'ull General Partner Limited

- (i) attached of legal instrument (letter) authorizing that legal entity to be their representative;
- (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence).