

**Xwémalhkwu First Nation
Interim Forest Agreement
(the "Agreement")**

Between:

**Xwémalhkwu First Nation
(also known as the Homalco Indian Band)
As represented by Chief Darren Blaney**

And

**Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests
(the "Government of British Columbia")**

(collectively the "Parties")

Whereas:

- **The Xwémalhkwu First Nation has asserted and continues to assert Aboriginal Title and Rights in and to its Traditional Territory.**
- **The Xwémalhkwu First Nation is also an Indian Act Band, named the Homalco Indian Band, with a duly elected Chief and Council, federally recognized under the Indian Act.**
- **The Xwémalhkwu First Nation has Aboriginal Interests with respect to its Traditional Territory.**
- **The Parties wish to enter into an Interim Forest Measures Agreement in relation to forest resource development activities and related economic opportunities arising from this development within the Traditional Territory.**
- **The Xwémalhkwu First Nation and Her Majesty the Queen in Right of the Province of British Columbia reached a Settlement Agreement dated January 31, 2004, Article 4 of which Settlement Agreement, commits the Government of British Columbia to give priority, as soon as possible, to the negotiation and finalization of a Forest/Range Agreement with the Xwémalhkwu First Nation.**
- **The Government of British Columbia intends to fulfil it's legal responsibilities to consult and to seek workable accommodation**

with the Xwémalhkwa First Nation on forest resource development activities proposed within the Traditional Territory that may lead to the Infringement of the Xwémalhkwa First Nation's Aboriginal Interests.

- Xwémalhkwa First Nation intends to participate in consultation processes in relation to forest resource development activities proposed within the Traditional Territory, that may lead to an Infringement of the Xwémalhkwa First Nation's Aboriginal Interests.
- The Parties have an interest in seeking workable interim accommodation of the Xwémalhkwa First Nation's Aboriginal Interests where forest resource development activities are proposed within the Traditional Territory that may lead to the Infringement of the Xwémalhkwa First Nation's Aboriginal Interests.
- The Government of British Columbia and the Xwémalhkwa First Nation wish to resolve issues relating to forest resource development activities where possible through negotiation as opposed to litigation.
- The Xwémalhkwa First Nation assert that the historic and contemporary uses and stewardship of land and resources within the Traditional Territory by the Xwémalhkwa First Nation are integral to the maintenance of the Xwémalhkwa society, governance, culture and economy.

Therefore the Parties agree as follows:

1.0 Definitions

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

- 1.1 "Aboriginal Interests" means asserted and/or proven aboriginal rights and/or aboriginal title.
- 1.2 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
 - the decision setting or varying the Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
 - the issuance, consolidation, subdivision or amendment of a Forest Tenure;
 - the replacement or extension of a Forest Tenure ;
 - the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;

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- the conversion of a Timber Sale Licence or Timber Licence to another form of Forest Tenure;
 - the issuance of a Special Use Permit; and,
 - the establishment of an interpretative forest site, recreation site and/or recreation trail.
- 1.3 **"Cultural Component of Aboriginal Interests" as used in this agreement means the cultural values and traditional practices of the Xwémalhkwu First Nation.**
- 1.4 **"Economic Component of Aboriginal Interests" as used in this agreement means the financial or commercial aspects of Aboriginal interests.**
- 1.5 **"Forest Tenure" means an agreement granting rights to harvest timber as defined in the *Forest Act*.**
- 1.6 **"Infringement of Aboriginal Interests" means potential or actual infringement of Aboriginal Interests.**
- 1.7 **"Interim Workable Accommodation" means accommodation of the potential infringement of Xwémalhkwu's Aboriginal Interests arising from or as a result of forest development as set out in this Agreement.**
- 1.8 **"Licensee" means a holder of a Forest Tenure.**
- 1.9 **"Operational Decision" means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Forest Stewardship Plan, or a Woodlot Licence Plan that has or will have an effect in the Traditional Territory.**
- 1.10 **"Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, or a Woodlot Licence Plan that has or will have an effect in the Traditional Territory.**
- 1.11 **"Response Period" means a period of up to 60 days from initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which the Xwémalhkwu First Nation is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which the Xwémalhkwu First Nation receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but**

will not be less than the time period for advertising Operational Plans for those operations.

- 1.12 "Traditional Territory" means the Xwémalhkwu First Nation asserted traditional territory as shown on bold black on the map attached in Appendix A.

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 Provide the Xwémalhkwu First Nation an opportunity for participation in the forest sector.
- 2.2 Provide economic opportunities to the Xwémalhkwu First Nation through Forest Tenure invitations and/or the sharing of revenues received by the Government of British Columbia from forest resource development activities occurring within the Traditional Territory.
- 2.3 Address consultation and provide an Interim Workable Accommodation as set out in this Agreement, with regard to any infringements of the Xwémalhkwu First Nation's Aboriginal Interests that may result from Administrative Decisions and/or Operational Decisions relating to forest resource development activities within the Traditional Territory, during the term of this Agreement.
- 2.4 Provide a period of stability to forest resource development activities within the Traditional Territory during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.

3.0 Economic Opportunities to Xwémalhkwu First Nation

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in Sections 4.0 and 5.0 of this Agreement and will provide the following economic opportunities to the Xwémalhkwu First Nation to address consultation and to provide an Interim Workable Accommodation, in respect of any potential infringements of the Xwémalhkwu First Nation's Aboriginal Interests that may result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Traditional Territory. For greater

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certainty, the Government of British Columbia agrees that it will not seek to use economic opportunities provided to the Xwémalhkwu First Nation pursuant to Section 3.0 as justification for the infringement of any Cultural Component of the Xwémalhkwu First Nation Aboriginal Interests in respect of Operational Decisions.

3.1 Forest Tenure Invitation

- 3.1.1** After the execution of this Agreement by the Parties, and after the Minister has determined that sufficient volume of timber is available for disposition to the Xwémalhkwu First Nation as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite the Xwémalhkwu First Nation to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 12,800 cubic meters annually in the Sunshine Coast Timber Supply Area.
- 3.1.2** If during the term of this Agreement, additional volume becomes available for disposition to the Xwémalhkwu First Nation, the Minister will invite the Xwémalhkwu First Nation to apply for a non-replaceable forest licence in accordance with Section 47.3 of the *Forest Act* to harvest up to a total of 15,000 cubic metres over the term of this agreement for the cultural economic purposes of the Xwémalhkwu First Nation. This additional volume may be added to the licence referred to in Section 3.1.1.
- 3.1.3** For greater certainty, the maximum volume that may be available under the licence(s) referred to in Sections 3.1.1 and 3.1.2 will be up to 79,000 cubic meters over 5 years.
- 3.1.4** If the intended holder of the licence(s) is a legal entity other than the Xwémalhkwu First Nation, this Agreement must include supporting documentation stating that the intended holder has been validly appointed by the Xwémalhkwu First Nation as its representative and that the Xwémalhkwu First Nation holds the controlling interest in that legal entity.
- 3.1.5** An invitation to apply for a licence (an "invitation") and any licence entered into as a result of the invitation to apply under this Agreement will be subject to the

policies, regulations and statutes of British Columbia as amended from time to time.

3.1.6 An invitation will be subject to a condition that prior to the Xwémalhkwa First Nation making an application for the licence, the Ministry of Forests will identify potential operating areas for the licence, and the Parties will work together to identify an operating area for the licence from the potential areas identified. If possible, the operating area will be within the Traditional Territory.

3.1.7 A licence entered into as a result of an invitation to apply under Section 3.1 of this Agreement will:

3.1.7.1 be for a term of no longer than 5 years, as determined by the Minister;

3.1.7.2 contain other terms and conditions required by law, including the condition that the Xwémalhkwa First Nation will comply with this Agreement;

3.1.7.3 include a term that the Xwémalhkwa First Nation may not dispose of the licence except in accordance with the Forest Act; and,

3.1.7.4 include other terms and conditions as may be required by the regional manager.

3.1.8 If the term of the licence entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence may be referenced in and considered to be an economic opportunity in any subsequent Forest Agreement between the Xwémalhkwa First Nation and the Government of British Columbia, for the purposes described in Section 3.0.

3.1.9 Subject to:

3.1.9.1 the Government of British Columbia and the Xwémalhkwa First Nation entering into another interim measures agreement providing for an invitation to apply for a licence; and,

3.1.9.2 the Minister determining that there is sufficient volume of timber available for disposition to the Xwémalkwu First Nation,

the Minister will invite the Xwémalkwu First Nation to apply for a subsequent licence under the *Forest Act* for a term that would commence at the expiry of this Agreement.

3.1.10 Provided this Agreement remains in place, a subsequent licence opportunity may be invited under the *Forest Act* upon the expiry of the licences entered into pursuant to this Agreement, as set out in Section 10.0 of this Agreement.

3.1.11 The Government of British Columbia and the Xwémalkwu First Nation will meet from time to time to review forestry business opportunities that may be available to the Xwémalkwu First Nation.

3.1.12 Nothing in this Agreement shall be relied upon to restrict the Xwémalkwu First Nation from receiving free use permits under the *Forest Act*.

3.2 Revenue Sharing

3.2.1 During the term of this Agreement, the Government of British Columbia will pay to the Xwémalkwu First Nation approximately \$212,575.00 annually (\$1,062,875 total over the five-year period of this Agreement) for purposes described in Section 3.0.

3.2.2 The monetary commitment set out in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.

3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e. $\frac{1}{4}$) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.

3.2.4 Upon signing of this Agreement, the Xwémalkwu First Nation will be paid the full revenues for the quarter in

which the Agreement is signed with subsequent payments being made at the end of each quarter.

3.2.5 The Xwémalhkwu First Nation will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.

3.2.6 Upon request, the Xwémalhkwu First Nation will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the Government of British Columbia.

4.0 Consultation and Accommodation Regarding Operational Plans

4.1 The Government of British Columbia will consult Xwémalhkwu First Nation on Operational Plans that may potentially infringe Xwémalhkwu First Nation's Aboriginal Interests within the Traditional Territory, except for any Economic Component of those interests that the Parties agree are addressed by the economic opportunities provided for under Section 3.0 of this Agreement.

4.2 During the term of this Agreement, the Xwémalhkwu First Nation agrees that the Government of British Columbia has fulfilled its duties to consult and to seek Interim Workable Accommodation with respect to the Economic Component of potential infringements of the Xwémalhkwu First Nation's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia may make and subsequent forest practices carried out under an Operational Plan in the Traditional Territory.

4.3 The Xwémalhkwu First Nation agrees to participate, as set out in Section 4.0, in the review of all Operational Plans dealing with forest development within the Traditional Territory provided to them by the Government of British Columbia, and by Licensees, to assist the Government of British Columbia in meeting its legal obligations.

4.4 In reviewing and responding to an Operational Plan submitted to them, the Xwémalhkwu First Nation will, within the Response Period, inform the party that supplied the plan to them of reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest resource development activities within the

Traditional Territory, other than the Economic Component of those Interests that the Parties agree are addressed by the economic opportunities provided for under Section 3.0.

- 4.5 Prior to making a decision on an Operational Plan, the Ministry of Forests will provide to the Xwémalkwu First Nation any written response that Licencees have provided to the Ministry of Forests addressing comments from the Xwémalkwu First Nation regarding the Operational Plan**
- 4.6 Upon receiving the responses from the Xwémalkwu First Nation as specified in Section 4.4, the Government of British Columbia and/or the Licensee will attempt to resolve with the Xwémalkwu First Nation operational impacts on the Xwémalkwu First Nation's Aboriginal Interests that may occur as a result of proposed forest resource development activities within the Traditional Territory, other than the Economic Component of those Aboriginal Interests that the Parties agree are addressed by the economic opportunities provided for under Section 3.0.**
- 4.7 If no response is received from the Xwémalkwu First Nation within the Response Period, then the Government of British Columbia may assume that the Xwémalkwu First Nation does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.**
- 4.8 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider and take into account all information it receives from the Xwémalkwu First Nation, whether received directly or through a Licensee, and will attempt to address concerns identified by the Xwémalkwu First Nation.**
- 4.9 The Government of British Columbia will provide the Xwémalkwu First Nation with a copy of any approval letters for all Operational Plans within the Traditional Territory.**
- 4.10 The Parties acknowledge that Operational Plans will be consistent with approved land use plans when higher-level plan objectives have been established.**

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5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to the Xwémalhkwu First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will apply within the Traditional Territory, and either upon the request of the Xwémalhkwu First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Xwémalhkwu First Nation an updated list.**
- 5.2 The Government of British Columbia will meet with the Xwémalhkwu First Nation at mutually agreed times throughout the year to provide an opportunity for the Xwémalhkwu First Nation to make known to representatives of the Government of British Columbia any concerns or comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Traditional Territory.**
- 5.3 The Government of British Columbia will include the Xwémalhkwu First Nation in Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Sunshine Coast and Strathcona Timber Supply Areas and Tree Farm Licences 10, 25, 39, 43, 45 and 47.**
- 5.4 The Xwémalhkwu First Nation agrees to participate, within the Response Period, in Timber Supply Review processes by providing or summarizing reasonably available information about their Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.**
- 5.5 The Parties acknowledge that the Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.**
- 5.6 If after considering and taking into account the concerns and comments of the Xwémalhkwu First Nation, the statutory decision maker is of the opinion that an Administrative Decision creates a potential Infringement of the Xwémalhkwu First Nation's Aboriginal Interests that is not adequately addressed by the economic opportunities provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the**

Administrative Decision or through the process in Section 4.0 of this Agreement.

- 5.7 The Government of British Columbia will provide a response to the Xwémalhkwu First Nation as to how their concerns raised in Section 5.2 have been addressed.**
- 5.8 The Xwémalhkwu First Nation agrees that in consideration of the economic opportunities provided by the Government of British Columbia in Section 3.0 and adherence to the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek an Interim Workable Accommodation with respect to the Economic Component of potential infringements of the Xwémalhkwu First Nation's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.**
- 5.9 The Xwémalhkwu First Nation further agrees that, provided adherence with Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and Interim Workable Accommodation process with respect to potential infringements of their Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the Economic Component of the Xwémalhkwu First Nation's Aboriginal Interests.**
- 5.10 Any Administrative Decision made by the Ministry of Forests shall not be interpreted as concurrence by the Xwémalhkwu First Nation unless expressly stated.**

6.0 Stability for Land and Resource Use

- 6.1 The Xwémalhkwu First Nation will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by the Xwémalhkwu First Nation members with provincially authorized activities related to forest resource development activities including timber harvesting or other forestry economic activities occur.**

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7.0 Dispute Resolution

- 7.1** If a dispute arises between the Government of British Columbia and the Xwémalhkwu First Nation 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.
- 7.2** If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and the Xwémalhkwu First Nation.
- 7.3** The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

- 8.1** This Agreement will take effect on the date on which the last Party has executed it.
- 8.2** This Agreement will terminate on the occurrence of the earliest of any of the following events:
- 8.2.1** five years from the date this Agreement is executed; or,
 - 8.2.2** the coming into effect of a treaty between the Parties; or,
 - 8.2.3** the mutual agreement of the Parties; or,
 - 8.2.4** the date on which the Government of British Columbia cancels the economic opportunities under this Agreement pursuant to Section 9.0; or,
 - 8.2.5** upon written notice of withdrawal from this Agreement by either Party, which will take effect 90 days following receipt of the notice by the other Party.
- 8.3** If this Agreement is terminated in accordance with Section 8.22, 8.23 or 8.25, then the Minister may terminate the economic opportunities under this Agreement.

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9.0 Suspension or Cancellation of Economic Opportunities by the Minister

- 9.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that the Xwémalhkwu First Nation is not in compliance with this Agreement.**
- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to the Xwémalhkwu First Nation of any alleged contravention of this Agreement that may lead Xwémalhkwu First Nation being determined to not be in compliance with this Agreement.**
- 9.3 The Xwémalkwu First Nation will have a period of 30 days from the notice given in Section 9.2 to remedy any non-compliance prior to termination of the Agreement.**
- 9.4 If, during the term of this Agreement, the Xwémalhkwu First Nation challenges or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or otherwise, on the basis that the economic opportunities set out in Section 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:**
- 9.4.1 provide adequate consultation, to substantially address the Xwémalhkwu First Nation's concerns and to provide an Interim Workable Accommodation in respect of potential infringements of the Xwémalhkwu First Nation's Aboriginal Interests with regard to Administrative Decisions relating to forest resource development activities within the Traditional Territory, or**
 - 9.4.2 substantially address the Economic Component of the Xwémalhkwu First Nation's Aboriginal Interests with regard to Operational Decisions relating to forest resource development activities within the Traditional Territory,**

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then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic opportunities set out in Section 3.0.

10.0 Renewal of the Agreement

- 10.1 Prior to this Agreement terminating in accordance with Section 8.2, and subject to Section 10.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Xwémalhkwu First Nation will seek the necessary authorities and approvals to renew this Agreement.
- 10.2 Any subsequent forestry agreement between the Government of British Columbia and the Xwémalhkwu First Nation may provide for an opportunity to acquire a licence, and/or other economic opportunities, as well as other terms and conditions that are agreed to by the Parties.
- 10.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and the Xwémalhkwu First Nation has agreed to accept as an interim measure for the term of this Agreement.

11.0 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.

12.0 Entire Agreement

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

13.0 Notice

- 13.1 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.

- 13.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 13.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 387-3656
Facsimile (250) 953-3687

Xwémalhkwu First Nation

Chief Darren Blaney and Council
Xwémalhkwu First Nation
1218 Bute Crescent
Campbell River BC V9H 1G5
Telephone (250) 923-4979
Facsimile:(250) 923-4987

14.0 Miscellaneous

- 14.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 14.2 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 recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.

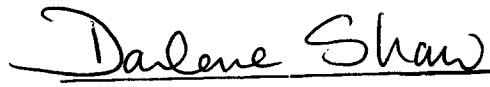
- 14.3 Subject to Section 9.4, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.**
- 14.4 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement.**
- 14.5 This Agreement does not address or affect any claims by the Xwémalhkwa First Nation arising from past interference with its Aboriginal Interests or any future treaty settlement related to an aboriginal right and title claim.**
- 14.6 The Parties differ on the question of the existence or extent of any duty or duties of consultation and/or accommodation owed by forest Licensees to the Xwémalhkwa First Nation. Nothing in this Agreement is intended to limit or prejudice the position that either Party may take in litigation or other negotiations on the existence or extent of any duty or duties of consultation and/or accommodation owed by forest Licensees or other third parties to the Xwémalhkwa First Nation**
- 14.7 This Agreement and any licenses issued as contemplated by this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.**
- 14.8 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.**
- 14.9 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.**
- 14.10 The applicable laws of British Columbia and Canada shall govern this Agreement.**
- 14.11 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.**

Signed on behalf of:

Xwémalhkwu First Nation

Date: Nov 23/04.


Chief Darren Blaney



Witness

Signed on behalf of:

Government of British Columbia

Date: Dec. 2, 2004


Michael de Jong
Minister of Forests


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APPENDIX A
Map of XWÉMALHKWU FIRST NATION
ASSERTED TRADITIONAL TERRITORY

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