

ORIGINAL

Mountain Pine Beetle Agreement
(the "Agreement")

Between:

Alexandria First Nation
(?Esdilagh)

As represented by
Chief and Council

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 Alexandria First Nation signed a Forest and Range Opportunity Agreement (FRO) with the Government of British Columbia on March 31, 2009 known as the Tsilhqot'in Nation FRO. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRO.
- Mountain pine beetle allowable annual cut increases in the Quesnel Timber Supply Area have lead to increased harvesting activity and potential impacts on Alexandria First Nation aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Alexandria First Nation.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Alexandria First Nation in the forest sector; and,
 - b. provide an economic opportunity by inviting the Alexandria First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Quesnel Timber Supply Area, in a manner linked to the 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 Alexandria 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 250 000 cubic meters of beetle infested timber over a 5 year term within the Quesnel Timber Supply Area. The traditional territory of the Alexandria First Nation is identified in black bold in Appendix A.

3. If the intended holder of the licence(s) is a legal entity other than the Alexandria First Nation, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Alexandria First Nation as its representative.)
4. The invitation will be subject to a condition that prior to making an application for the Licence, the Alexandria 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 Alexandria First Nation.
5. 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 5 years as determined by the Minister;
 - b. contain other terms and conditions required by law, including the condition that the Alexandria First Nation must comply with this Agreement and with the FRO;
 - c. include a term that Alexandria 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.
6. 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

7. 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 Quesnel TSA, as set out in section 5 of the Tsilhqot'in Nation FRO.
8. 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 Alexandria 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 Alexandria 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 Quesnel TSA, as an interim measure.

Dispute Resolution

9. If a dispute arises between the Government of British Columbia and the Alexandria First Nation regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in the Tsilhqot'in Nation FRO.

Amendments

10. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
11. 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

12. This Agreement will take effect on the date on which the last Party has executed it.
13. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - a. 5 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.
14. If the FRO is terminated, the consultation processes that were set out in section 5 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.
15. The Government of British Columbia will not terminate this Agreement on the grounds that the Alexandria First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

16. All of the provisions set out in the Notice section of the FRO apply to this Agreement.

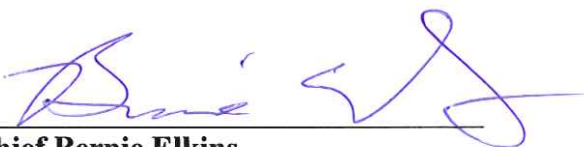
Miscellaneous

17. All of the provisions set out in the Miscellaneous section of the FRO apply to this Agreement.

Signed on behalf of:

Alexandria First Nation:

Date: Jan. 8, 2010



Chief Bernie Elkins




Witness

Signed on behalf of:

Government of British Columbia

Date: MARCH 1, 2010

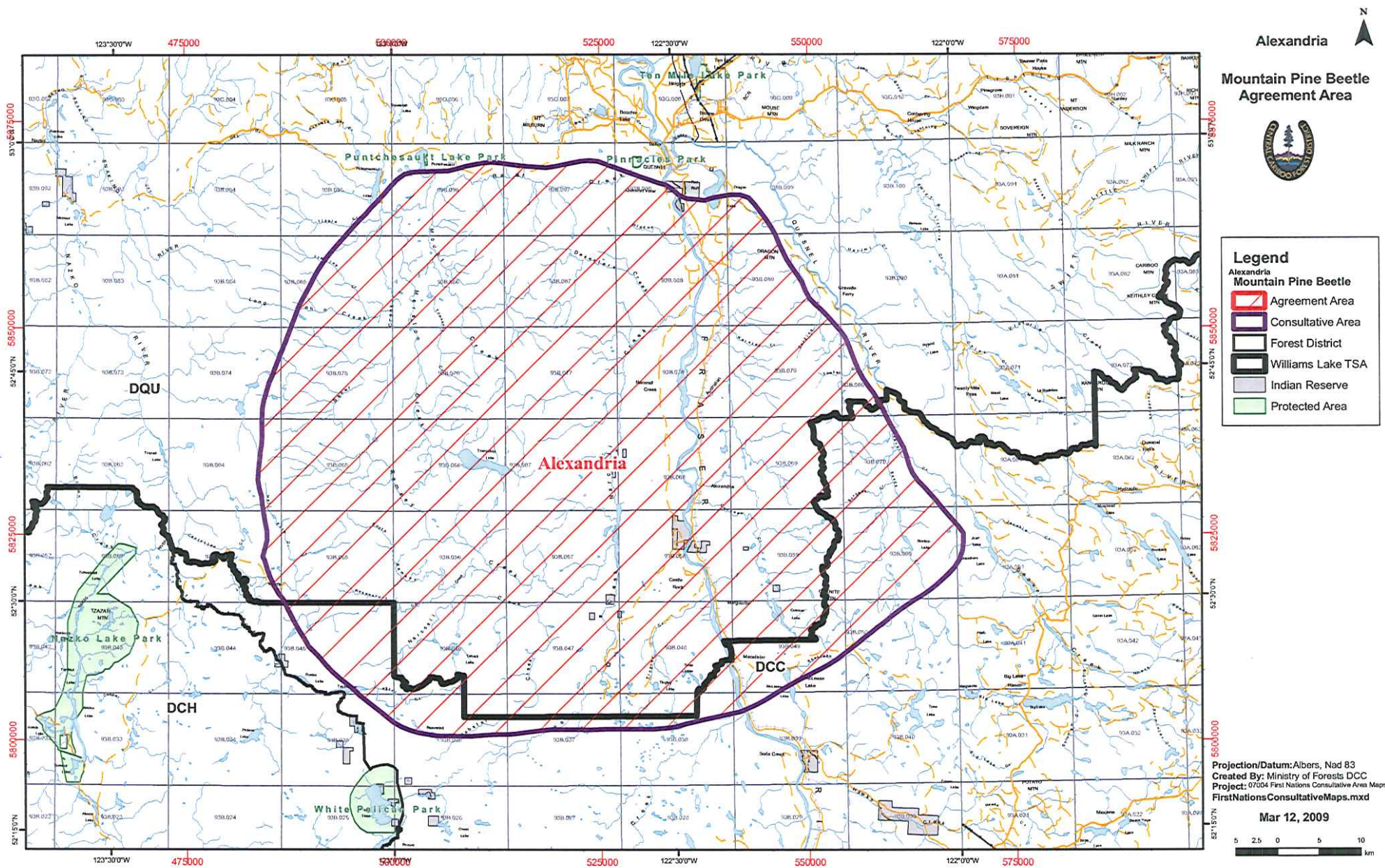


Honourable Pat Bell
Minister of Forests and Range



Witness

APPENDIX A



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) ESDILAGH DEVELOPMENT
CORPORATION

- (i) Copy attached of legal instrument (band council resolution) 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).

BAND COUNCIL RESOLUTION

Chronological no. --

File reference no. --

NOTE: The words "from our band funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds

The Council of the	?Esdilagh (Alexandria) First Nation			Current Capital Balance \$ _____ Committed \$ _____ Current Revenue Balance \$ _____
Agency District	QUESNEL			
Province	British Columbia			
Place	Alexandria			
Date	11 Day	January Month	2010 Year	

At a duly convened ?Esdilagh (Alexandria) First Nation Chief and Council meeting on January 11, 2010

BE IT RESOLVED: that the Chief and Council of ?Esdilagh (Alexandria) First Nation hereby agree that all forest licences that are awarded under the Mountain Pine Beetle Agreement (Agreement Attached) between Alexandria First Nation (?Esdilagh First Nation) and the Province of British Columbia will be held on behalf of the band by the Esdilagh Development Corporation (BC0864301 Ltd.)

A quorum for this Band

consists of **2**

Council Members


Chief


Councilor


Councilor

Councilor

Councilor

Councilor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. COMPUTER BALANCES		3. Expenditure	4. Authority Indian Act Sec	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue \$			
6. Recommended			Approved		
Date _____ Recommending Officer _____			Date _____ Approving Officer _____		