

**The Ch-ihl-kway-uhk Tribe
Forest Agreement
(the "Agreement")**

Between:

**The Ch-ihl-kway-uhk Tribe comprised of eight Indian Bands acting jointly
including**

**Aitchelitz Indian Band as represented by Chief Jim George
Kwaw Kwaw Apilt Indian Band –Chief Betty Henry
Skowkale Indian Band – Chief Lydia Archie
Skwah Indian Band – Chief Roy Mussell
Skway Indian Band- Chief Tina Rabang
Squiala Indian Band-Chief Sam Jimmie III
Tzeachten Indian Band –Chief Joe Hall
Yakweakwioose Indian Band-Chief Frank Malloway
(collectively, the "Ch-ihl-kway-uhk Tribe" or the "Tribe")**

And

**The Ch-ihl-kway-uhk Forestry Limited Partnership, a limited partnership
formed on January 1, 2004 pursuant to the *Partnership Act (British Columbia)*
and owned 100% by the Ch-ihl-kway-uhk Tribe
(the "Partnership")**

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 Ch-ihl-kway-uhk Tribe, comprising the eight Indian Bands who are party to this Agreement, has Aboriginal Interests within its Traditional Territory.**
- **The Ch-ihl-kway-uhk Tribe has developed a business vision and strategy, including creating the Partnership, to establish a sustainable, vibrant and integrated forest business and operations in and around its Traditional Territory.**
- **The eight Indian Bands agree to act collectively as the Ch-ihl-kway-uhk Tribe and through the Partnership in respect of the terms and conditions of this Agreement and the Government of British**

Columbia accepts the use of the Partnership as the Tribe's agent for receiving the economic benefits provided in this Agreement and for meeting certain other terms and conditions of this Agreement.

- The Government of British Columbia recognizes that the Ch-ihl-kway-uhk Tribe is pursuing its forestry vision.
- The Government of British Columbia intends to fulfil its responsibility to consult and to seek workable accommodation with the Ch-ihl-kway-uhk Tribe on forest resource development activities proposed within the Traditional Territory that may lead to an infringement of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests.
- The Ch-ihl-kway-uhk Tribe wishes to participate in any consultation initiated by the Government of British Columbia in relation to forest resource development activities proposed within the Traditional Territory that may lead to an infringement of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests.
- The Parties have a mutual interest in seeking workable interim accommodation of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests where proposed forest development activities within the Traditional Territory may lead to the infringement of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests.
- The Parties wish to resolve issues relating to forest resource development where possible through negotiation.

Therefore the Parties wish to enter into this interim measures agreement in relation to forest resource development and related economic benefits arising from this development within the Traditional Territory and agree as follows:

1.0 Definitions

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

- 1.1 "Aboriginal Interests" means the aboriginal rights and title asserted by the Ch-ihl-kway-uhk Tribe.
- 1.2 "Administrative Decision" means a decision made by a person under the *Forest Act* that has an effect in the Traditional Territory and includes decisions of the following type:
 - 1.2.1 setting or varying Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
 - 1.2.2 issuing, subdividing or amending a Forest Tenure;
 - 1.2.3 replacing Forest Tenures;

- 1.2.4 transferring or changing control of Forest Tenures, including any associated reductions in AAC with respect to Forest Tenures, and exchanging rights between or among tenure holders;
- 1.2.5 disposing of timber volumes arising from undercut decisions on a Forest Tenure;
- 1.2.6 apportioning and reallocating AAC decisions;
- 1.2.7 converting Timber Sale Licence and Timber Licences to other forms of tenure and extending terms of Timber Licences;
- 1.2.8 reallocating harvesting rights as a result of the implementation of the *Forestry Revitalization Act*.
- 1.3 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.4 "Licensee" means a holder of Forest Tenure.
- 1.5 "Operational Plan" means a forest development plan (as referred to in the transitional provisions of the Forest and Range Practices Act) or an operational plan (as defined in the Forest and Range Practices Act) that has an effect in the Ch-ihl-kway-uhk Tribe's Traditional Territory, including any amendments thereto that require statutory approval.
- 1.6 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan.
- 1.7 "Response Period" means a period of 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 Ch-ihl-kway-uhk Tribe is notified in writing of an Administrative Decision or timber supply review process, or in the case of Operational Plan reviews, the date on which the Ch-ihl-kway-uhk Tribe 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 prescribed time period for advertising Operational Plans for those operations.
- 1.8 "Traditional Territory" means the Ch-ihl-kway-uhk Tribe's 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 Increase the Ch-ihl-kway-uhk Tribe's opportunity to participate in the forest sector and thus to facilitate the Tribe's business vision and strategy of establishing a forestry business and operations in and around its Traditional Territory.**
- 2.2 Provide economic benefits to the Ch-ihl-kway-uhk Tribe through Forest Tenure opportunities and the sharing of revenues received by the Government of British Columbia from forest resource development.**
- 2.3 Provide an adequate consultation process and interim workable accommodation(s) during the term of this Agreement, with regard to any potential infringements of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest resource development within the Traditional Territory.**
- 2.4 Provide a period of stability to forest resource development on Crown lands within the Traditional Territory, during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.**

3.0 Economic Benefits to the Ch-ihl-kway-uhk Tribe and the Partnership

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in sections 4 and 5 of this Agreement and will provide the following economic benefits to the Ch-ihl-kway-uhk Tribe.

3.1 Woodlot Licence

- 3.1.1 Upon the execution of this Agreement by the Parties, the Minister will invite the Partnership to apply for a woodlot licence (the "woodlot") under section 47.3 of the *Forest Act*.**
- 3.1.2 If during the term of this Agreement, the Government of British Columbia changes the law to increase the maximum size of woodlots, the woodlot issued to the Partnership may be increased by the Ministry to the new maximum size.**

3.2 Forest Licence

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 Partnership as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite the Partnership to apply under section 47.3 of the *Forest Act* for a non-replaceable licence (the "forest licence") for approximately 45,420 cubic meters annually in the Fraser Timber Supply Area. For greater certainty, the maximum volume that may be available for the licence referred to in this section 3.2 will be a total of no more than 227,100 cubic meters over 5 years.

3.3 Invitation for Woodlot and Forest Licence

3.3.1 A separate invitation to apply for each of the woodlot and a forest licence (individually, an "Invitation") and any licence entered into as a result of an Invitation will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.

3.3.2 An Invitation for a woodlot and a forest licence:

3.3.2.1 will be subject to a condition that prior to the Partnership making an application for the licence, the Partnership must contact and work together with Ministry of Forests personnel to assist in identifying the location of an operating area for the licence, which to the extent that it is operationally feasible will be within the Traditional Territory; and

3.3.2.2 will contain terms and conditions required by the Minister in accordance with applicable legislation.

3.3.3 A woodlot and a forest licence entered into as a result of an Invitation will

3.3.3.1 with respect to the woodlot, be for a term of no longer than 20 years, as determined by the Minister;

3.3.3.2 with respect to the forest licence, be for a term of no longer than 5 years, as determined by the Minister;

3.3.3.3 be issued to the Partnership;

3.3.3.4 not be transferable or divisible except as consistent with applicable legislation and then only to a legal entity in which the Tribe has a controlling interest;

- 3.3.3.5 with respect to the forest licence, not be replaceable as defined in the *Forest Act*;
 - 3.3.3.6 contain other terms and conditions required by law, including the condition that the Partnership must comply with this Agreement;
 - 3.3.3.7 contain a term that neither the woodlot nor the forest licence, as the case may be, will expire or terminate solely because this Agreement terminates pursuant to section 8.2.1; and
 - 3.3.3.8 include other terms and conditions as may be required by the regional manager or the district manager, as the case may be.
- 3.3.4 The woodlot entered into as a result of this Agreement will be referenced in any subsequent forest agreement between the Ch-ihl-kway-uhk Tribe and the Government of British Columbia to be an economic benefit for the purposes described in sections 2.1, 2.2 and 2.3.
- 3.3.5 Subject to:
- 3.3.5.1 the Government of British Columbia and the Ch-ihl-kway-uhk Tribe entering into another interim measures agreement providing for an invitation to apply for a forest licence; and
 - 3.3.5.2 the Minister determining that there is sufficient volume of timber available for disposition to the Ch-ihl-kway-uhk Tribe,
- the Minister may invite the Ch-ihl-kway-uhk Tribe to apply for a subsequent forest licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.

3.4 Revenue Sharing

- 3.4.1 During the term of this Agreement, the Government of British Columbia will pay to the Partnership the amount of \$755,486 annually.
- 3.4.2 The funding commitment set out in section 3.3.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.
- 3.4.3 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 British Columbia government fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.

- 3.4.4 If the Parties have initialled this Agreement on or before March 31, 2004, it shall be deemed to have been in effect on March 31, 2004 and the Partnership will be paid the full revenue for the quarter ended March 31, 2004, with subsequent payments being made at the end of each quarter for the purposes of determining payment as specified in section 3.4.3.
- 3.4.5 The Partnership will maintain financial records and prepare financial statements in accordance with Canadian generally accepted accounting principles for each year of this Agreement.
- 3.4.6 Upon request, the Partnership will provide a copy of an audit extract to the Government of British Columbia which will verify and properly account for the receipt and expenditure of the revenue sharing funds provided under section 3.4.1 of this Agreement.

4.0 Consultation and Accommodation Regarding Operational Plans

- 4.1 The Government of British Columbia agrees to consult in a timely manner with the Partnership, as set out in this section 4, on Operational Plans that may potentially infringe Ch-ihl-kway-uhk Tribe's Aboriginal Interests within the Traditional Territory.
- 4.2 The Ch-ihl-kway-uhk Tribe, through the Partnership, agrees to fully participate in a timely manner, as set out in this section 4, 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.
- 4.3 The purpose of the consultation under this section 4 is for the Government of British Columbia to consult and to seek interim workable accommodations with the Ch-ihl-kway-uhk Tribe on Operational Plans that may potentially infringe their Aboriginal Interests, other than the economic component of such Aboriginal Interests.
- 4.4 During the term of this Agreement, and subject to the terms of section 3 being met and adherence by the Government of British Columbia to the consultation process in this section 4, the Ch-ihl-kway-uhk Tribe and the Partnership agree that the Government of British Columbia will have fulfilled its duties to consult and to seek interim workable accommodation with

respect to the economic component of potential infringements of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make and any forest practices development activities that may be carried out under an Operational Plan in the Ch-ihl-kway-uhk Tribe's Traditional Territory.

- 4.5 In reviewing and responding to an Operational Plan submitted to them, the Partnership will, within the Response Period, or such longer period as the Parties may agree, provide the Party that supplied the plan to them with all reasonably available information that will identify any potential non-economic impacts to the Ch-ihl-kway-uhk Tribe's Aboriginal Interests that may result from the forest development activities within the Traditional Territory.
- 4.6 Upon receiving the response from the Partnership as specified in section 4.5 above, the Government of British Columbia will discuss and attempt to resolve with the Partnership any non-economic impacts on the Ch-ihl-kway-uhk Tribe's Aboriginal Interests that may occur as a result of proposed forest development activities within the Traditional Territory.
- 4.7 If no response is received from the Partnership within the Response Period, or such longer period that the Parties may have agreed to, then the Government of British Columbia may assume that the Ch-ihl-kway-uhk Tribe 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 information it receives from the Partnership, and will consider whether concerns identified by the Partnership have been addressed.

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to the Partnership on an annual basis a list of all proposed Administrative Decisions anticipated within the upcoming calendar year that will have an effect in the Traditional Territory, and either upon the request of the Partnership or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Partnership an updated list.

- 5.2** The Government of British Columbia will meet with the Partnership at mutually agreed times throughout the year to provide an opportunity for the Ch-ihl-kway-uhk Tribe, acting through the Partnership, to make known to representatives of the Government of British Columbia their concerns and 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 Partnership in the public timber supply review processes that will lead to AAC determinations made pursuant to section 8 of the *Forest Act* for the Fraser Timber Supply Area.
- 5.4** The Ch-ihl-kway-uhk Tribe, acting through the Partnership, agrees to participate, within the Response Period, or such longer period as the Parties may agree, in the public timber supply review processes by providing all 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 public timber supply review processes will be consistent with approved land use plans when higher-level objectives have been established.
- 5.6** If after considering the concerns and comments of the Partnership, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in section 3, the statutory decision maker will seek to accommodate the concerns and comments in the Administrative Decision or, alternatively, in relevant Operational Plans or Operational Decisions in accordance with the consultation process outlined in section 4 of this Agreement.
- 5.7** The Government of British Columbia will provide a written response to the Partnership as to how the concerns of the Ch-ihl-kway-uhk Tribe raised in section 5.2 have been addressed.
- 5.8** During the term of this Agreement, and subject to the terms of section 3 being met and adherence by the Government of British Columbia to the consultation processes in sections 4 and 5 of this Agreement, the Ch-ihl-kway-uhk Tribe and the Partnership agree that the Government of British Columbia will have fulfilled its duties to consult and to seek interim workable accommodation with respect to any potential infringements of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests resulting from

Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.

6.0 Stability for Land and Resource Use

- 6.1 The Ch-ihl-kway-uhk Tribe, acting through the Partnership, will respond quickly 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 any Ch-ihl-kway-uhk Tribe members with provincially authorized activities related to forestry resource development, including timber harvesting or other forestry economic activities, occur within the Traditional Territory.**

7.0 Dispute Resolution

- 7.1 If a dispute arises between the Government of British Columbia, the Partnership and the Ch-ihl-kway-uhk Tribe 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 of the Ch-ihl-kway-uhk Tribe.**
- 7.3 Upon agreement, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issues, including seeking the assistance of a neutral facilitator or mediator.**

8.0 Term

- 8.1 This Agreement will take effect on the date on which the first 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 effective date of this Agreement;**
 - 8.2.2 the coming into effect of a treaty that includes the Parties;**
 - 8.2.3 the mutual agreement of the Parties;**
 - 8.2.4 written notice of withdrawal to the Agreement by either Party which will take effect 90 days following receipt of the notice by the other Party; or**

8.2.5 the date on which economic benefits are cancelled under section 9 below.

8.3 If this Agreement is terminated in accordance with section 8.2.2, section 8.2.3 or section 8.2.4, the Minister may terminate the economic benefits under this Agreement.

9.0 Suspension or Cancellation of Economic Benefits by the Minister

9.1 In accordance with this section 9, the Minister or a person authorized by the Minister may suspend, adjust or cancel revenue sharing payments and may suspend, adjust or cancel the licence(s) entered into as a result of an Invitation under this Agreement, if the Minister or a person authorized by the Minister determines that the Ch-ihl-kway-uhk Tribe is not in compliance with this Agreement.

9.2 Prior to taking any action referred to in section 9.1, the Minister or his delegate will provide written notice to the Partnership of any alleged contravention of this Agreement by the Ch-ihl-kway-uhk Tribe.

9.3 Upon receiving written notice under section 9.2, the Partnership will make all reasonable efforts to cure the alleged contravention within 20 days after receipt of this notice. It is acknowledged and agreed that the economic benefits provided under this Agreement are collective benefits for the group of nine Indian Bands constituting the Tribe. It is further understood by the Government of British Columbia that the Partnership's governing agreement provides for mechanisms to penalize a defaulting Band by terminating its individual interest in the Partnership and thus terminating such defaulting Band's economic benefits under this Agreement. Accordingly, the Partnership's governing provisions will be considered by the Minister or his delegate when making his determination as to whether the Partnership and the Tribe are in compliance with this Agreement and, also when deciding upon the appropriate approach to any suspension, adjustment or cancellation of benefits, as the case may be, that may be considered hereunder.

9.4 If, during the term of this Agreement, the Ch-ihl-kway-uhk Tribe 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 benefits set out in section 3, and the consultation processes set out in sections 4 and 5 of this Agreement are not adequate or sufficient to

9.4.1 substantially address the economic component of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests with regard to Operational Decisions relating to forest resource development within the Traditional Territory, or

9.4.2 substantially address the Ch-ihl-kway-uhk Tribe's concerns and to provide an interim workable accommodation in respect of any potential infringements of the Ch-ihl-kway-uhk Tribe's Aboriginal Interests with regard to Administrative Decisions relating to forest resource development within the Traditional Territory,

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend, adjust or cancel the economic benefits set out in section 3.

9.5 Each Band that is a Party to this Agreement acknowledges and confirms that, if during the term of this Agreement, its rights and interests in the Partnership are terminated by the Partnership as a result of the Minister providing notice under section 9.1 and in accordance with the provisions of the Partnership's governing agreement, its economic benefits and all other rights and interests provided to the Tribe under this Agreement will be forfeited. Each Band agrees that if such a termination of its Partnership rights and interests occurs, it will not, during the term of this Agreement, challenge or support 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 same basis or for the same reasons as provided in section 9.4 above.

9.6 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement will be terminated.

9.7 For greater certainty, if either Party terminates this Agreement, then any money paid to the Partnership prior to the date of such termination is not repayable by either the Tribe (or any member thereof) or the Partnership to the Government of British Columbia.

10.0 Renewal of the Agreement

10.1 Prior to this Agreement terminating in accordance with section 8.2, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Ch-ihl-kway-uhk

Tribe 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 Ch-ihl-kway-uhk Tribe may provide for an opportunity to acquire a licence, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties, subject to the availability of appropriations by the Government of British Columbia and/or the availability of sufficient volume of timber.

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 Any 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
Minister of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3

Telephone (250) 387-4809

Facsimile (250) 387-7065

The Ch-ihl-kway-uhk Tribe

c/o The President, Ch-ihl-kway-uhk Forestry Limited Partnership
Unit 29-6014 Vedder Road
Chilliwack, BC V2R 5M4

Telephone: (604) 858-0009

Facsimile: (604) 858-3829

14.0 Miscellaneous

- 14.1** The Parties agree that this Agreement is an agreement respecting interim measures or economic measures for purposes of section 47.3 of the *Forest Act*.
- 14.2** Nothing in this Agreement will 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.
- 14.3** Nothing in this Agreement, or the fact that the Parties have entered into 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 Ch-ihl-kway-uhk Tribe.
- 14.4** 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.
- 14.5** Subject to sections 9.4 and 9.5, this Agreement will not limit the positions that a Party may take in other negotiations or court actions.
- 14.6** This Agreement will 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 will be interpreted to authorize any infringement that may have occurred prior to this Agreement or that may occur following the termination of this Agreement. This section 14.6 does not apply

to the continuing economic benefit related to the woodlot after the termination of this Agreement.

- 14.7 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.
- 14.8 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.9 The applicable laws of British Columbia and Canada will govern this Agreement.
- 14.10 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.
- 14.11 The Government of British Columbia will meet with the Tribe from time to time to explore forestry business opportunities that may be available to the Ch-ihl-kway-uhk Tribe. The Parties also acknowledge and agree that this Agreement does not exclude the Ch-ihl-kway-uhk Tribe from accessing other forestry economic opportunities or benefits which may be available from time to time.
- 14.12 Ch-ihl-kway-uhk Tribe and the Partnership jointly and severally represent to the Government of British Columbia that the Partnership is acting as an agent of the Ch-ihl-kway-uhk Tribe for all purposes relevant to the participation of the Ch-ihl-kway-uhk Tribe and the Partnership in this Agreement and that the Partnership will fulfil all of the obligations that it has under this Agreement as an agent of the Ch-ihl-kway-uhk Tribe, and that the Ch-ihl-kway-uhk Tribe and the Partnership acknowledge and accept that the Government of British Columbia relies on this representation in respect of the matters addressed in this Agreement.

Signed on behalf of:

The Ch-ihl-kway-uhk Tribe comprised of:


Aitchelitz Indian Band-Chief Jim George


Kwaw Kwaw Apilt Indian Band-Chief Betty Henry


Skowkale Indian Band-Chief Lydia Archie


Skwah Indian Band-Chief Roy Mussell


Skway Indian Band-Chief Tina Rabang


Squiala Indian Band- Chief Sam Jimmie III


Tzeachten Indian Band-Chief Joe Hall



Yakweakwioose Indian Band-Chief Frank Malloway

Date: March 30, 2004


Witness

Signed on behalf of:


The Ch-ihl-kway-uhk Forestry Limited Partnership
By its General Partner, Ch-ihl-kway-uhk Forest Ltd.


By: 
Chief Roy Mussell, President

By: 
Chief Joe Hall, Vice-President

Date: March 30/04

Government of British Columbia


Michael de Jong, Minister of Forests


Witness

Date: April 26/04

Ch-ih-kway-ahk Tribes Traditional Territory

Roads
Streams
Contours

Scale 1:250,000
UTM Projection
Datum NAD83

Sió:lo Nailon, GIS Office
Leeanna Rhodes, GIS Technician
March 5th, 2004

0 2 4 Kilometers

