

Reconciliation Framework Agreement

Between:

Lake Babine Nation, as represented by Chief and Council ("LBN")

And:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation ("**Province**")

(Each referred to as a "Party and collectively referred to as the "Parties")

WHEREAS:

- A. The Parties have been engaged in a series of government-to-government discussions and negotiations and have a shared interest in taking further meaningful steps toward broader reconciliation of their interests;
- B. The Parties entered into a Memorandum of Understanding ("MOU1") on October 8, 2014, and a second Memorandum of Understanding ("MOU2") on May 12, 2015 to help guide the development of this Framework Agreement;
- C. The Province recognizes that Lake Babine peoples' Aboriginal rights and title exist in Lake Babine Territory, that Lake Babine has responsibilities in respect of its Territory, and it is in the interests of both Parties to foster a stronger and more collaborative government-to-government relationship for the land, resources, and economic development opportunities within the Territory;
- D. This Framework Agreement is intended to provide a framework for the development of a new relationship between the Parties that includes government-to-government structures and decision-making processes, land protection and stewardship measures, land opportunities, a comprehensive forestry relationship, and community development initiatives which will be further defined through subsequent negotiation and completion of the Reconciliation Agreement; and
- E. The Parties recognize that the successful implementation of this Framework Agreement, the negotiation of further agreements, and the building of cooperative working relationships depend on their ability to recognize, explore and creatively resolve differences which may arise between them.

PART 1 - INTERPRETATION

1.1. Definitions. In this Framework Agreement:

"Application" means an application seeking authorization(s) for land and resource use submitted by a proponent to a Provincial Agency for consideration;

“Atmospheric Benefits” means reductions in atmospheric greenhouse gases caused by reduction or avoidance of greenhouse gas emissions or increases in removals of greenhouse gases from the atmosphere;

“Atmospheric Benefits Agreement” means an agreement between the Province and LBN regarding the allocation of Atmospheric Benefit Rights;

“Atmospheric Benefit Rights” means proprietary or contractual entitlement to rights associated with Atmospheric Benefits, including any entitlement of the holder to obtain Emission Offsets under an Emission Offset Program, but does not include any possessory rights associated with carbon sequestered in Territorial Reservoirs;

“Crown Engagement Office” means the office or agency established by the Lake Babine Nation in accordance with Section 4.1;

“Engagement Process” means the process of consultation, and where appropriate, accommodation to be developed by the Parties in accordance with Section 4;

“Effective Date” means the date on which the Framework Agreement is fully executed by both Parties;

“Emission Offset” means any tradable credit, offset or unit that represents an Atmospheric Benefit from a Greenhouse Gas Reduction Project and is recognized by an Emission Offset Program and used to offset greenhouse gas emissions from other sources;

“Emissions Offset Program” means a voluntary or regulatory program of the government or a third party for the recognition of Emission Offsets and application of Emission Offsets against greenhouse gas emissions;

“Framework Agreement” means this Reconciliation Framework Agreement;

“Greenhouse Gas Reduction Project” means a specific course of action or management that leads to measurable Atmospheric Benefits;

“Lake Babine Nation” or “LBN” means the “band” as that term is defined in the *Indian Act*, R.S.C. 1985, c. I-5, named “Lake Babine Nation” and includes the collective of Lake Babine Nation Members;

“Lake Babine Nation Members” means any person who is a “member of the band” as that phrase is defined in the *Indian Act*, R.S.C. 1985, c. I-5 of the Lake Babine Nation including the members of the five communities: Woyenne, Old Fort, Fort Babine, Tachet and Donald’s Landing;

“Lake Babine Nation Section 35 Rights” or “LBN Section 35 Rights” means:

- a. rights asserted under s. 35(1) of the *Constitution Act*, 1982; or
- b. rights recognized and affirmed under s. 35(1) of the *Constitution Act*, 1982;

“MOU1” means the Memorandum of Understanding signed by the Parties on October 8, 2014;

“MOU2” means the Memorandum of Understanding signed by the Parties on May 12, 2015;

“Project” means the adoption of Initial Land Protection Measures as defined in Sections 5.1 to 5.3 of this Framework Agreement and any Greenhouse Gas Reduction Projects resulting from the issuance of Forest Tenure Opportunity Agreements according to Section 6.3 of this Framework Agreement;

“Proposed Activity” means:

- a. proposed land and resource activities set out in an Application, or suite of related Applications received by a Provincial Agency, which may have adverse impacts on LBN Section 35 Rights;
- b. a decision or activity contemplated by a Provincial Agency which may have adverse impacts on LBN Section 35 Rights; and
- c. other activities or decisions agreed to by the Parties;

“Protected Area Collaborative Management Agreement” means the agreement between the LBN and the Province, as represented by the Minister of Environment, entered into on April 9, 2013;

“Province” means Her Majesty the Queen in right of the Province of British Columbia;

“Provincial Agency” means a provincial ministry, agency or office of the government listed in Schedule D, but does not include the Environmental Assessment Office or the Oil and Gas Commission;

“Qualified Forest Carbon Project Developer” means a contractor who has been qualified through a request for qualifications by the Province;

“Reconciliation Agreement” means the agreement to be negotiated by the Parties, including the proposed topics set out in Part 9 of this Framework Agreement;

“Referral” means the information package sent by a Provincial Agency to the Crown Engagement Office initiating engagement on a Proposed Activity under consideration by the Province;

“Senior Officials Forum” or **“Forum”** means the forum established under Part 3;

“Senior Officials Forum Co-Chairs” or **“Co-Chairs”** means the Senior Officials Forum Co-Chairs appointed by each Party under Part 3;

“Terrestrial Reservoirs” means a place where carbon is sequestered from the atmosphere in vegetation, including trees and aquatic vegetation, and soils, including foreshore, but does not include underground geological formations; and

“Territory” means the geographic area to which this Framework Agreement applies as shown on Map 1 in Schedule A.

1.2. Interpretation. For purposes of this Framework Agreement:

- a. “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b. the recitals and headings are for convenience only, do not form a part of this Framework Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Framework Agreement;
- c. a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d. words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires otherwise;
- e. there will be no presumption that doubtful expressions, terms or provisions in this Framework Agreement are to be resolved in favour of any Party; and
- f. Where this Framework Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.

1.3. Schedules. This Framework Agreement includes the following Schedules:

- a. Schedule A – Map 1: Lake Babine Territory,
- b. Schedule B – Recommended Protection Measures:
 - i. Map 2 – Old Growth Management Areas,
 - ii. Map 3 – Area Specific Management Zones,
 - iii. Map 4 - Fish Sensitive Watersheds,
 - iv. Map 5 – Wildlife Habitat Areas, and
 - v. Map 6 – Section 16/17 Map Reserves,
- c. Schedule C - Economic Measures (Map 7 – Forest Tenure Opportunity Agreements),
- d. Schedule D – Provincial Agencies, and
- e. Schedule E – Comprehensive Forestry Negotiations and Additional Forestry Opportunities Discussions.

PART 2 - PURPOSE AND SCOPE

2.1 Purpose. The purposes of this Framework Agreement are to:

- a. set out the framework for the negotiations for the Reconciliation Agreement including government-to-government structures and decision-making processes, land protection and stewardship measures, land opportunities, a comprehensive forestry relationship, and community development initiatives;
 - b. establish the following:
 - i. Senior Officials Forum,
 - ii. Crown Engagement Office,
 - iii. Monitoring Working Group, and
 - iv. Forestry Working Group;
 - c. recommend initial land protection measures under Part 5;
 - d. facilitate timely negotiations of Forest Tenure Opportunity Agreements and other forestry opportunities;
 - e. provide funding to Lake Babine for:
 - i. implementation of this Framework Agreement,
 - ii. negotiation capacity for the Reconciliation Agreement, and
 - iii. a Greenhouse Gas Reduction Project feasibility study.
- 2.2** This Framework Agreement, and subsequent agreements that may flow from it will form the basis of a new relationship between the Parties and are intended as a further step toward reconciliation of the Parties' interests.
- 2.3** The Parties commit to using good faith efforts to implement this Framework Agreement.

PART 3 - GOVERNANCE AND ADMINISTRATIVE STRUCTURES

- 3.1 Senior Officials Forum.** To facilitate immediate progress, the Parties will establish a Senior Officials Forum that is responsible for: overseeing and monitoring implementation of this Framework Agreement,
- a. supporting ongoing negotiations,
 - b. overseeing the creation of the Crown Engagement Office and ensuring it is working as described in Part 4,
 - c. sharing information,
 - d. proactively identifying and attempting to resolve land and resource management issues in accordance with Section 3.4,
 - e. facilitating Dispute Resolution as set out in Part 7 of this Framework Agreement,
 - f. overseeing initiatives related to this Framework Agreement, and
 - g. other matters as agreed by the Parties.
- 3.2 Senior Officials Forum Representatives.** Each Party will assign a Co-Chair and up to two other representatives to the Senior Officials Forum.

- 3.3 Senior Officials Forum Co-Chairs.** The Co-Chairs are responsible for the overall implementation of this Framework Agreement including managing the work of the Senior Officials Forum.
- 3.4 Land and Resource Management Issues.** Where the Parties jointly identify a land and resource management issue, the Senior Officials Forum will meet and attempt to proactively resolve the issue, including by inviting individuals with appropriate information and knowledge to help resolve the issue.
- 3.5 Meetings with Decision Makers or Delegated Decision Makers.** Where an issue cannot be adequately addressed at the Senior Officials Forum, the Parties agree that meetings with the appropriate decision maker or delegated decision makers may be required.
- 3.6 Ministerial Meetings.** Where an issue cannot be adequately addressed at the Senior Officials Forum or through a meeting under Part 3.5, the Parties agree that meetings with Deputy Ministers or Ministers may be required.
- 3.7 Monitoring Working Group.** The Parties will establish a Monitoring Working Group under the Senior Officials Forum to undertake joint resource stewardship and cultural heritage monitoring projects that will build off of ongoing Provincial monitoring programs and wherever possible, integrate with the Environmental Stewardship Initiative (“ESI”).
- 3.8 Monitoring Working Group Effectiveness.** The Parties will evaluate the effectiveness of the Monitoring Working Group over the term of this Framework Agreement and determine whether it should be continued under the Reconciliation Agreement.

PART 4 – CROWN ENGAGEMENT OFFICE AND ENGAGEMENT PROCESS

- 4.1 Crown Engagement Office.** Lake Babine Nation will develop and establish the Crown Engagement Office to provide for effective and efficient engagement and consultation with the Province regarding Proposed Activities.
- 4.2 Functions of Crown Engagement Office.** The functions of the Crown Engagement Office will at a minimum include:
- a. receiving and reviewing Referrals on behalf of LBN,
 - b. informing LBN Council about Referrals and seeking their input on Referrals as needed,
 - c. retaining experts to advise LBN on Referrals as needed,

- d. engaging with LBN Members on Referrals as needed,
- e. based on the information and direction gathered through 4.2 b, c, and d, developing LBN's response to Referrals, and
- f. coordinating engagement between LBN and the Province in response to Referrals, including through the collaborative decision making process to be developed under 4.4.

4.3 Timeline for Establishment. The Crown Engagement Office will begin accepting Referrals within 6 months of the Effective Date.

4.4 Collaborative Decision Making Process. The Parties will negotiate and seek to reach agreement on a collaborative decision making process, as a component of the Reconciliation Agreement, setting out the manner in which the Parties will engage on Proposed Activities and environmental assessments under the *Environmental Assessment Act*, S.B.C. 2002, c. 43.

4.5 Collaborative Decision Making Principles. The purpose of the collaborative decision making process is to increase the compatibility of the Parties' respective decision making processes in accordance with the following principles:

- a. seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate economic development in the Territory;
- b. collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities;
- c. the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner; and
- d. major projects may require customized collaborative decision making processes.

PART 5 - INITIAL LAND PROTECTION MEASURES

5.1 Old Growth Management Areas and Area Specific Management Zones. The Parties agree to the land use and biodiversity objectives set out in the tables in Schedule B and shown generally on Maps 2 and 3, which were initially developed pursuant to the Morice Land and Resource Management Plan and have been adapted to meet specific LBN interests, and recommend that the Province establish those land use objectives under applicable provincial legislation.

5.2 Wildlife Habitat. The Parties recommend that the Province establish and develop proposed objectives for the following, in the areas identified below and shown generally on map 5 in accordance with applicable provincial legislation, which includes further consultation with LBN, other First Nations and stakeholders:

- a. Grizzly Drop grizzly bear wildlife habitat area,
- b. Mountain goat ungulate winter range in the Lakes Land and Resource Management Plan area, and
- c. Takla caribou ungulate winter range.

5.3 Fisheries Sensitive Watersheds. The Parties recommend that the Province identify the following watersheds, also shown on Map 4, as fisheries sensitive watersheds and develop proposed objectives in accordance with applicable provincial legislation, which includes further consultation with LBN, other First Nations and stakeholders:

- a. Ankwil watershed,
- b. Lovell watershed,
- c. Frypan watershed,
- d. Bivouac watershed,
- e. Gluskie watershed,
- f. Forfar watershed, and
- g. Tildesley watershed.

5.4 Adjustments to Measures in 5.1, 5.2 and 5.3. The Parties acknowledge that the areas and objectives referred to in 5.1, 5.2 and 5.3 will be refined through further discussion between the Parties and the consultation processes required in accordance with applicable provincial legislation.

5.5 Additional Fisheries Sensitive Watersheds. The Parties may identify additional watersheds that they may recommend be identified as fisheries sensitive watersheds in accordance with applicable provincial legislation. Some potential additional watersheds are shown on Map 4.

5.6 Fisheries Sensitive Watershed Objectives. Where a fisheries sensitive watershed is identified under the applicable provincial legislation, the Parties may establish a working group under the Senior Officials Forum to develop objectives to recommend to the Province to be established for the fisheries sensitive watershed.

5.7 Areas Reserved from Disposition. The Parties recommend that the Province reserve the areas identified on Map 6 from disposition under the *Land Act*, R.S.B.C. 1996 c. 245 to allow for ongoing use by LBN members.

5.8 Objectives. The measures described in 5.1 to 5.7 above are intended as a further reconciliation of the Parties' respective interests, as measures to help support the ongoing exercise of LBN traditional practices and as contributions to greenhouse gas reductions.

- 5.9 Further Protections.** In addition to the measures described in 5.1 to 5.7, as a component of the Reconciliation Agreement negotiations, the Parties will discuss and seek to reach agreement on additional land and resource protection measures for areas in the Territory that are of high ecological significance, including the Klaytahnikut area, or of high cultural significance to LBN, including exploring a full range of protection options for these areas.

PART 6 - RECONCILIATION MEASURES

- 6.1 Green House Gas Reduction Feasibility Study.** The Parties will jointly select a Qualified Forest Carbon Project Developer to undertake a feasibility study to assess the viability of the Project supported by funding provided under section 8.3.
- 6.2 Atmospheric Benefits Agreement.** If the feasibility study indicates that the Project is a viable Greenhouse Gas Reduction Project, the Parties may negotiate an Atmospheric Benefit Agreement on the basis of those opportunities.
- 6.3 Forest Tenure Opportunity Agreements.** The Parties commit to finalizing Forest Tenure Opportunity Agreements in respect of areas identified on Map 7 in Schedule C that include a total annual volume of 84, 802 m³ as follows:
- a. 24,768 m³ volume in the Morice TSA,
 - b. 49,384 m³ volume in the Lakes TSA, and
 - c. 10,650 m³ volume in the Bulkley TSA.
- 6.4 Comprehensive Forestry Negotiations.** The Parties will establish a joint Forestry Working Group within 30 days of the Effective Date to implement Schedule E and will seek to appoint individuals to the Forestry Working Group who have appropriate resource management planning and operational experience in the forest sector.
- 6.5 Interim Forestry Agreement.** At least thirty days prior to expiry of the Interim Forestry Agreement entered into by the Parties on August 13, 2015, the Parties will meet to review the status of the comprehensive forestry agreement negotiations and may agree to negotiate a renewal or extension of that Interim Forestry Agreement.
- 6.6 Other Resource Revenue Sharing.** The Parties may negotiate and attempt to reach agreement on revenue sharing opportunities, consistent with applicable revenue sharing policy frameworks and approved negotiation mandates.
- 6.7 Dome Mine Negotiation.** At the request of LBN, the Parties will commence revenue sharing negotiations with respect to Dome Mine.
- 6.8 Land Opportunities.** As a component of the Reconciliation Agreement negotiations, the Parties will work together to identify a quantum of land that may be transferred to LBN in accordance with appropriate procedures relative to the lands identified.

PART 7 - DISPUTE RESOLUTION PROCESS

- 7.1 Dispute Resolution.** Where the Parties are unable to resolve a disagreement about the interpretation and implementation of this Framework Agreement, the Senior Officials Forum will meet and attempt to resolve the disagreement.
- 7.2 Further Assistance.** If a disagreement about the interpretation and implementation of this Framework Agreement is not resolved by the Senior Officials Forum the Parties may agree to use other dispute resolution measures as appropriate.

PART 8 - IMPLEMENTATION FUNDING

- 8.1 Funding.** The Parties agree that funding and resources are necessary for effective implementation of this Framework Agreement.
- 8.2 Initial Implementation Funding.** Within 60 days of the Effective Date, the Province will provide to LBN \$200,000 to support implementation of the following Framework Agreement components:
- a. Senior Officials Forum as set out in Section 3,
 - b. establishment of the Crown Engagement Office as set out in Section 4,
 - c. Monitoring Working Group as set out in Section 3, and
 - d. Comprehensive Forestry Working Group and Comprehensive Forestry Negotiations as set out in Section 6.4.
- 8.3 Greenhouse Gas Reduction Feasibility Study Funding.** The Province will provide LBN \$50,000 to contribute towards the cost of the Greenhouse Gas Reduction Project feasibility study once the Parties have selected a Qualified Forest Carbon Project Developer.
- 8.4 Additional Implementation Funding.** Within 30 days of notification by LBN that the Crown Engagement Office is ready to begin accepting Referrals as set out in Part 4.3, the Province will provide to LBN an additional amount of \$100,000 to support operation of the Crown Engagement Office until the Reconciliation Agreement is completed.
- 8.5 Initial Negotiation Funding.** Within 60 days of the Effective Date, the Province will provide to LBN \$100,000 to support negotiation of the Reconciliation Agreement as set out in Part 9.
- 8.6 Additional Negotiation Funding.** After March 31, 2016 and upon substantial completion of the draft Reconciliation Agreement, the Province will provide LBN an additional amount of \$100,000 to support approval processes and finalization of the Reconciliation Agreement.
- 8.7 Conditions Precedent to Funding.** Notwithstanding any other provision of this Framework Agreement, the payments by the Province to LBN are subject to:

- a. there being a sufficient appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138 for the fiscal year in which the payment becomes due to enable the Province to make such payment, and
- b. the Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such a payment.

PART 9 - RECONCILIATION AGREEMENT AND OTHER NEGOTIATIONS

9.1 Items for Negotiation. In addition to the items included in this Framework Agreement, the Parties will negotiate and attempt to reach agreement on the following:

- a. minor adjustments to the territory boundary identified on Map 1 in Schedule A for the purposes of the Reconciliation Agreement or other agreements contemplated in this Framework Agreement,
- b. additional economic development measures that take into account Lake Babine Nation's interests in community economic development and capacity funding, commercial trapping, and guide outfitting,
- c. community development initiatives, including human resource capacity development and socioeconomic well-being initiatives,
- d. collaborative management approaches for wildlife, parks and protected areas, as well as for high cultural value areas,
- e. additional implementation funding, if required,
- f. one-time funding, and
- g. any other matters agreed to by the Parties.

9.2 Approvals Required. The Parties acknowledge that new or additional mandates will be required to inform the negotiation of the Reconciliation Agreement components, the comprehensive forestry negotiations and other measures identified in this Framework Agreement and that any agreements reached between the Parties are subject to:

- a. all required Provincial approvals, including any Cabinet and Treasury Board approvals, and
- b. all required LBN approvals.

9.3 The Parties will attempt to finalize the Reconciliation Agreement within one year of the Effective Date.

9.4 The Parties may agree to conclude the Reconciliation Agreement in stages.

9.5 Work planning and scope of negotiations for the Reconciliation Agreement will be guided by MOU1 and MOU2.

PART 10 - TERM AND TERMINATION

- 10.1 Effective Date.** This Framework Agreement will come into effect on the Effective Date.
- 10.2 Dispute Resolution.** In recognition of the enduring value of a government-to-government relationship, the Parties will use the dispute resolution process in Part 7 to attempt to resolve a disagreement related to this Framework Agreement before giving notice under section 10.3.
- 10.3 Ability to Terminate.** Subject to section 10.2, either Party may terminate this Framework Agreement upon sixty (60) days written notice to the other of the intent to terminate, the effective date of termination and the reason(s) for terminating the Framework Agreement.
- 10.4 Expiration.** If not previously terminated, this Framework Agreement expires on the effective date of the Reconciliation Agreement.

PART 11 - REPRESENTATIONS AND WARRANTIES

- 11.1 LBN Representations and Warranties.** Lake Babine Nation represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Framework Agreement, that:
- a. it has the legal power, capacity and authority to enter into this Framework Agreement on its own behalf and on behalf of its Members;
 - b. it has taken all necessary actions and has obtained all necessary approvals to enter into this Framework Agreement for and on behalf of its Members; and
 - c. this Framework Agreement is a valid and binding obligation upon it.
- 11.2 Provincial Representations.** The Province represents and warrants to Lake Babine Nation, with the intent and understanding that they will be relied on by Lake Babine Nation in entering into this Framework Agreement, that it has taken all necessary actions and has obtained all necessary approvals to enter into this Framework Agreement and that this Framework Agreement is a valid and binding obligation upon it.

PART 12 - NOTICE AND DELIVERY

- 12.1 Notices.** Any notice, document, statement or report under this Framework Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Ministry of Aboriginal Relations and Reconciliation

P.O Box Stn. Prov. Govt.
Victoria, B.C. V8W 9B1
Fax: (250) 387-6073

and if to Lake Babine Nation:

Chief Wilf Adam
PO Box 879,
Burns Lake, BC V0J 1E0

Fax: (250) 692-4857
Email: wilf.adam@lakebabine.com

- 12.2 Electronic Communication.** The Parties agree that they will utilize electronic and other methods of communication whenever practicable and appropriate.

PART 13 - GENERAL PROVISIONS

- 13.1 Not a Treaty.** This Framework Agreement does not:

- a. constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982;
- b. establish, affirm, recognize, abrogate or derogate from any LBN Section 35 Rights.

- 13.2 No Admissions.** Nothing in this Framework Agreement will be construed as:

- a. an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of LBN's Section 35 Rights;
- b. an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Framework Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- c. in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Framework Agreement.

- 13.3 No Fettering.** Nothing in this Framework Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province, or interfere with any legislative authority under the Indian Act or fetter the discretion given to any decision-making authority.

- 13.4 Without Prejudice Discussions.** The Parties may agree to undertake specific discussions through the Senior Officials Forum on a "without prejudice" basis. When such discussions take place, they will specifically be recorded as having occurred on a "without prejudice" basis.

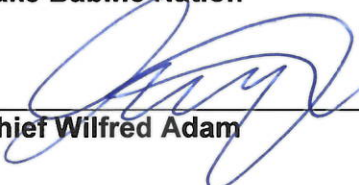
- 13.5 Entire Agreement.** This Framework Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Framework Agreement, unless otherwise agreed in writing by the Parties.
- 13.6 Amendment.** This Framework Agreement may be amended by agreement of the Parties in writing.
- 13.7 Validity of Agreement.** If any part of this Framework Agreement is void or unenforceable at law:
- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Framework Agreement had been executed without the invalid part; and
 - b. the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Framework Agreement.
- 13.8 Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Framework Agreement.
- 13.9 No Implied Waiver.** Any waiver of:
- a. a provision of this Framework Agreement,
 - b. the performance by a Party of an obligation under this Framework Agreement, or
 - c. a default by a Party of an obligation under this Framework Agreement
- will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 13.10 Assignment.** The Parties will not assign, either directly or indirectly, this Framework Agreement or any rights or obligations of the Parties under this Framework Agreement without the prior written consent of the other Party.
- 13.11 Governing Law.** This Framework Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 13.12 Emergencies.** Nothing in this Framework Agreement affects the ability of either Party to respond to any emergency circumstances.
- 13.13 Counting Days.** Where this Framework Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.

13.14 Business Days. References to business days means any day other than Saturday or Sunday or a statutory holiday or other holidays that LBN observe.

13.15 Successors. This Framework Agreement will enure to the benefit of and be binding upon any organization or government that is a successor to or effectively replaces LBN chief and council pursuant to any agreement, treaty, land claim agreement, self government agreement or other agreement that LBN, or any other group of which LBN forms a part, may enter into with Canada or British Columbia or both.

13.16 Execution in Counterpart. This Framework Agreement may be entered into by each Party signing a separate copy of this Framework Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

Signed on behalf of:
Lake Babine Nation



Chief Wilfred Adam

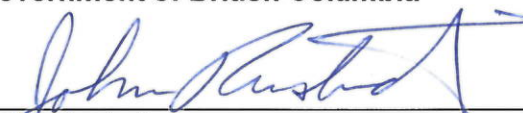
Mar 18. 2016

Date



Witness of Lake Babine Nation signature

Signed on behalf of:
Government of British Columbia



John Rustad
Minister of Aboriginal Relations and Reconciliation

March 18, 2016

Date



Witness of Minister signature

Map 1: Lake Babine Nation Territory



Schedule B
Initial Land Protection Measures

The designations and objectives referred to in Section 5 of the Framework Agreement are as set out in Tables 1 to 4 below.

Table 1. Recommended objectives.			
Area	Map	Objectives	Legislation
Old Growth Management Areas			
Old Growth Management Areas	Map 2	Retain all timber.	<i>Land Use Objectives Regulation and Environmental Protection and Management Regulation</i>
No Forest Harvesting Areas			
<ul style="list-style-type: none"> Grease Trail Buffer 1 Morrison Lake Buffer 1 Babine Lake East Arm Buffer 	Map 3	Retain 100% of the forested area.	<i>Land Use Objectives Regulation</i>
Area-Specific Management			
<ul style="list-style-type: none"> Grease Trail Buffer 2 Le Tah Giz Friday/Nakinilerak/Ha utête Lakes Morrison Lake Buffer 2 	Map 3	<ol style="list-style-type: none"> Maintain seral stages in accordance with Table 2 below. Maintain structurally complex mature and old forest by retaining wildlife tree retention areas¹ in accordance with Table 3 below. For cutblocks greater than 250 hectares, retain additional mature and old forest as wildlife tree retention areas for at least 70 years after harvesting, according to the targets outlined in Table 4 below. For the purposes of Objectives 2 and 3 above, ensure that all wildlife tree retention areas include one or more of the following high value wildlife tree attributes: <ul style="list-style-type: none"> Diversity of wildlife tree retention strategies (e.g., a range of patch sizes combined with dispersed trees); Diversity of habitat types; Internal decay (heart rot or natural/excavated cavities present); Crevices present (loose bark or cracks suitable for bats); Large brooms present; Active or recent wildlife use; Tree structure suitable for wildlife use (e.g., large nest, hunting perch, bear den); 	<i>Land Use Objectives Regulation</i>

		<ul style="list-style-type: none"> • Large trees for the site (height and diameter) and veterans; • Representative of the size, age and species of the pre-harvest stand.
Fish Sensitive Watersheds		
<ol style="list-style-type: none"> 1. Ankwil watershed; 2. Lovell watershed; 3. Frypan watershed; 4. Bivouac watershed; 5. Gluskie watershed; 6. Forfar watershed; and 7. Tildesley watershed 	Map 4	<p>PROPOSED objectives:</p> <ol style="list-style-type: none"> 1. Establish a harvest threshold: Maintain an Equivalent Clearcut Area (ECA) of less than 20% 2. Maintain long term large woody debris adjacent to small streams: Retain at least 90% of the riparian area in a state undisturbed by primary forest activities 3. Maintain fish habitat and movement: Ensure that active roads crossing fish streams will be constructed, replaced, and deactivated so that they preserve or replicate, throughout the stream channel at the crossing: <ol style="list-style-type: none"> a. the pre-crossing stream channel width, and b. the natural roughness of the stream channel bed. 4. Manage water quality: Manage fine sediment production at all active road crossings on fish streams, and direct tributaries to fish streams, such that sediment production is kept below a moderate rating 5. Ensure mindful development of permitted access structures: <ol style="list-style-type: none"> a. Minimize road densities on unstable terrain directly connected to fish-bearing streams and their non-fish-bearing tributaries such that they achieve less than or equal to a low risk rating. b. <i>(For Ankwil, Lovell and Frypan only)</i> Ensure primary forest activities in gentle-over-steep terrain do not cause landslides or other mass wasting events, and, c. Maintain natural water drainage patterns. 6. No new development activities on known site specific lacustrine soils - <i>(for Bivouac, Gluskie, Forfar and Tildesley only)</i> Within each 'Unit 1', no new harvest or road building, with the exception of a new main roads through the unit when no other option is practicable in order to access timber beyond Unit 1.
Wildlife Habitat Areas		
<ul style="list-style-type: none"> • Grizzly Drop grizzly bear Wildlife Habitat Area (Proposed WHA 6-055) 		<p>Proposes protection for grizzly bear habitat requirements. These include forested habitat for security and thermal cover, bedding habitat, and wildlife trails to access fish from the Babine River. The proposed WHA is directly adjacent to the Babine River Corridor Provincial Park.</p>

<ul style="list-style-type: none"> Mountain goat ungulate winter range in the Lakes Land and Resource Management Plan area; and 		<ol style="list-style-type: none"> No timber harvesting or road construction within mountain goat UWR polygons, except as required to address worker safety (eg. felling of single trees, such as a danger, guy line anchor, or tail hold trees). Primary forest activities that occur within 1 kilometer horizontal distance of a mountain goat winter range must not result in material or adverse disturbance to goats. Primary forest activities within 1 km horizontal distance of a mountain goat winter range must not occur during the period starting November 1 and ending June 15. Roads and structures required for primary forest activities within 1 kilometer of mountain goat winter range will be constructed in a manner that will facilitate effective deactivation. All roads or structures within 1 kilometer of mountain goat winter range that have not been exempted will be deactivated within one year following forest harvest completion date by cutting permit area. Directions are given to minimize disturbance to mountain goat as a result of mineral and coal exploration activities. 	
<ul style="list-style-type: none"> Takla caribou ungulate winter range. 		<p>Objectives are to maintain old forests with arboreal lichen forage and to minimize caribou displacement and predation within caribou winter range.</p> <ul style="list-style-type: none"> Within High Quality habitat, do not conduct forest harvesting or road building. Within Medium Quality habitat, design forest harvesting to ensure no more than 30% volume removal on a cut block area every 80 years, such that: <ol style="list-style-type: none"> opening sizes do not exceed 1.0 ha, with a mean opening size of ≤ 0.5 ha, openings are distributed throughout the cut block area and kept at least two tree lengths apart, where practicable, <p>Directions are given to minimize loss of old forests with arboreal lichen forage, and avoid caribou displacement and predation risk associated with mineral and coal exploration and development activities.</p>	
Section 16/17 Map Reserves			
	Map 6	The areas identified on Map 6 will be reserved from disposition under the <i>Land Act</i> to allow for ongoing use by LBN members.	<i>Land Act</i>

¹ "Wildlife tree retention area" means an area occupied by wildlife trees that is located (a) in a cutblock, (b) in an area that is contiguous to a cutblock, or (c) in an area that is sufficiently close to the cutblock that the wildlife trees could directly impact on, or be directly impacted by, a forest practice carried out in the cutblock.

Table 2. Seral stage distribution requirements.

Area	BEC Variant	Early ¹ Seral Maximum (%)	Mature ¹ + Old ¹ Seral Minimum (%)	Old ¹ Seral Minimum (%)
<ul style="list-style-type: none"> Friday/Nakinilerak/Hautête Lakes Morrison Lake Buffer 2 	CWH ws2 and MHmm2	16	71	70
	ESSF mc and ESSF mv3	28	48	42
	ESSF mk	7	86	84
	SBS dk	50	21	16
<ul style="list-style-type: none"> Grease Trail Buffer 2 	SBS mc2 and SBS wk3	37	33	26
	CWH ws2 and MHmm2	27	70	62
	ESSF mc and ESSF mv3	38	70	34
	ESSF mk	9	83	82
<ul style="list-style-type: none"> Le Talh Giz 	SBS dk	64	70	8
	SBS mc2 and SBS wk3	48	70	17
	CWH ws2 and MHmm2	27	64	62
	ESSF mc and ESSF mv3	38	50	34
<ul style="list-style-type: none"> GFA - includes ASM areas that do not have specific targets. 	ESSF mk	9	83	82
	SBS dk	64	50	8
	SBS mc2 and SBS wk3	48	50	17
	CWH ws2 and MHmm2	27	64	62
<ul style="list-style-type: none"> GFA - includes ASM areas that do not have specific targets. 	ESSF mc and ESSF mv3	38	37	34
	ESSF mk	9	83	82
	SBS dk	64	10	8
	SBS mc2 and SBS wk3	48	20	17

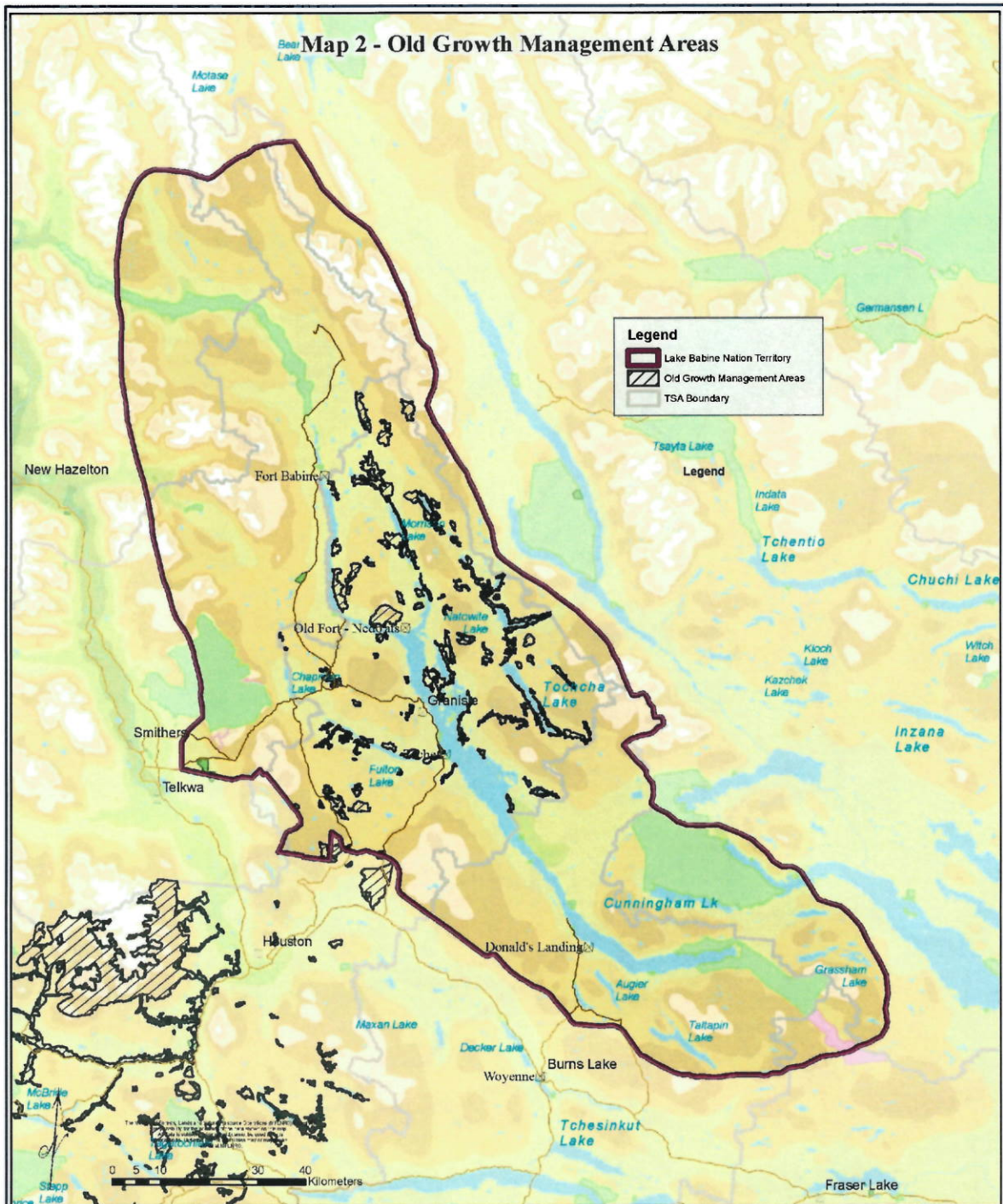
¹ Early is defined as <40 years; Mature is 100-140 years; Old is >140 years.

Table 3. Wildlife tree retention area requirements.		
Area	BEC Variant	Minimum % wildlife tree retention area
Friday/Nakinilerak/Hautete Lakes	ESSF mc and ESSF mv3	n/a
	SBS mc2 and SBS wk3	4.25
	SBS mc2 and SBS wk3	5.75
Morrison Lake Buffer 2	ESSF mc and ESSF mv3	7.75
Grease Trail Buffer 2	SBS mc2 and SBS wk3	4.50
	ESSF mc and ESSF mv3	n/a
Le Talh Giz	SBS mc2 and SBS wk3	3.00
	SBS mc2 and SBS wk3	9.50
	CWH ws2 and MH mm2	n/a
General Forested Area (also includes ASM areas not listed elsewhere in this table)	ESSF mc and ESSF mv3	3.25
	ESSF mk	n/a
	SBS dk	8.50
	SBS mc2 and SBS wk3	9.30

¹ Nearest 0.25% based on Land Use Planning Guide? Table A3.1

Table 4. Additional mature and old wildlife tree retention area requirements for cutblocks >250 ha.		
Area	Average % Retention	Minimum % Retention
General Forested Area	15 minus Retention %	10 minus Retention %
Friday Lake/Nakinilerak/Hautete Lakes Buffer 2	25 minus Retention %	20 minus Retention %
Morrison Lake Buffer 2	25 minus Retention %	20 minus Retention %

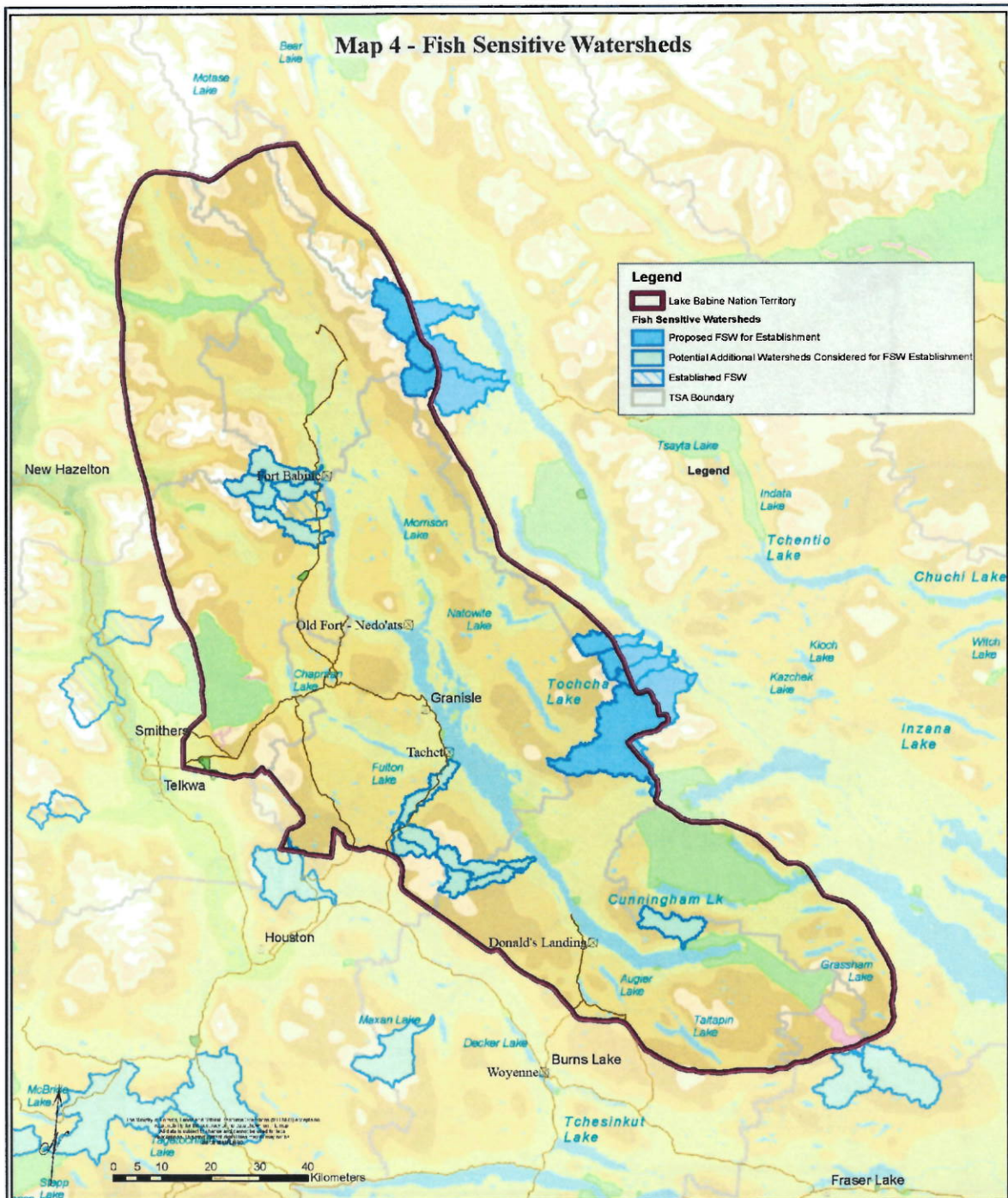
Schedule B
Map 2a: Recommended Old Growth Management Areas



Schedule B
Map 3: Recommended Area Specific Management Zones



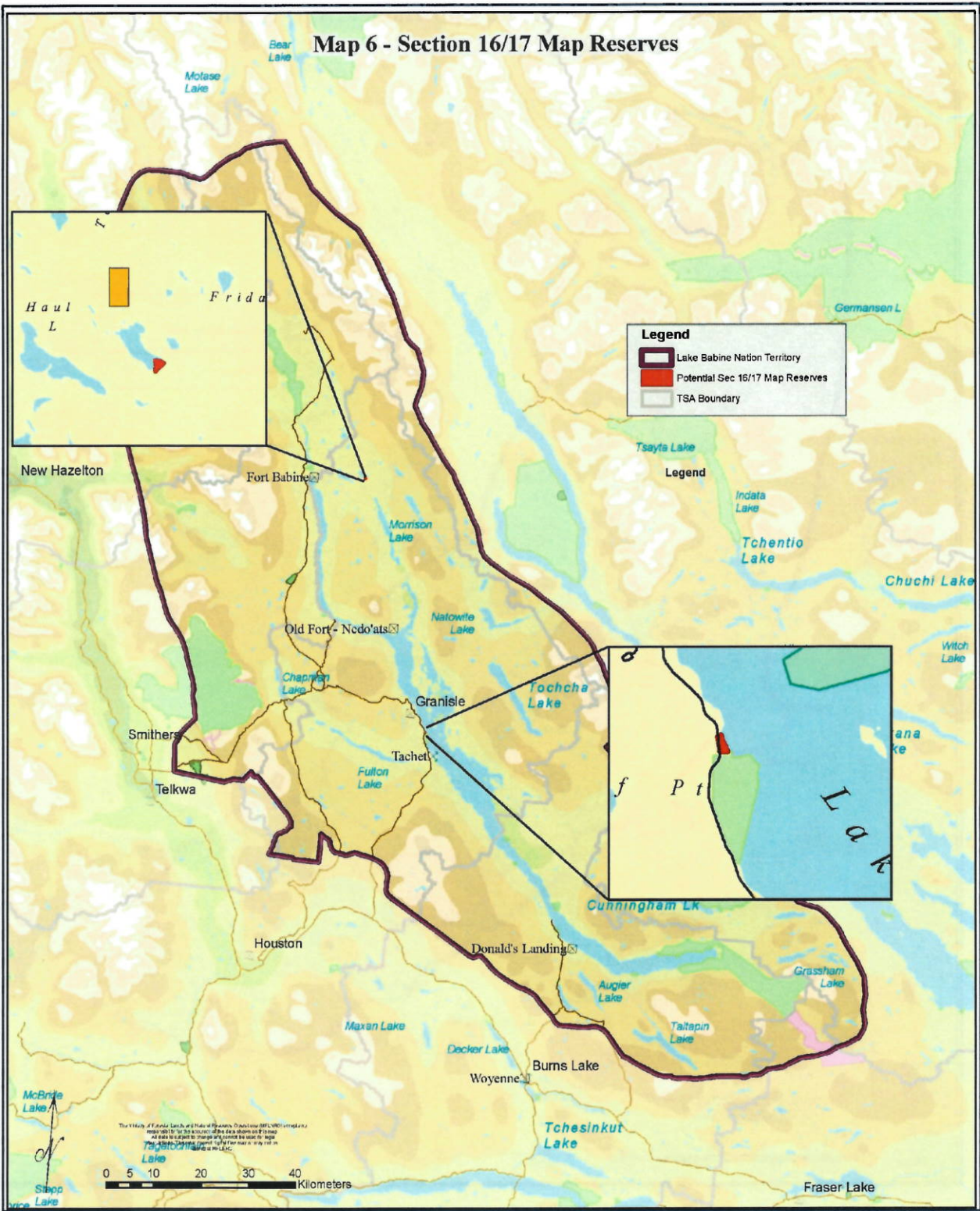
Schedule B
Map 4: Recommended Fish Sensitive Watersheds



Schedule B
Map 5: Draft Wildlife Habitat Areas (WHAs)



Schedule B
Map 6: Recommended Section 16/17 Map Reserves



Schedule C
Map 7: Forest Tenure Opportunity Agreements



Schedule D
Provincial Agencies

Ministry of Forests Lands and Natural Resource Operations
Ministry of Energy and Mines
Ministry of Natural Gas Development –Excluding the Oil and Gas Commission
Ministry of Aboriginal Relations and Reconciliation
Ministry of Environment – Excluding the Environmental Assessment Office
Ministry of Transportation and Infrastructure

Schedule E
Comprehensive Forestry Negotiations and Additional Forestry Opportunities
Discussions

1. The Parties are committed to efficient, timely, good faith negotiations towards a comprehensive forestry agreement consistent with the following principles:
 - a. open, collaborative dialogue that builds understanding about the respective interests of the Parties, and is focused on developing joint solutions to divergences in those interests;
 - b. achieving an agreement that is respectful of LBN's Section 35 Rights, takes areas of high significance to LBN into consideration, and achieves greater clarity, stability, and predictability for the Province, LBN, and Licensees regarding forest development;
 - c. building a stronger collaborative working relationship between the Parties regarding forestry resources in the Territory that supports LBN's forestry objectives including a year-round viable forestry enterprise, the long term needs of local mills, and a shared interest in the long-term viability of the forest sector; and
 - d. recognition that both Parties will need to seek new or additional mandates to try to achieve an agreement, that negotiations will be informed by potential changes to the Province's approach to forest revenue sharing and other innovative forestry practices developed with First Nations, if these occur, and that any agreement reached will be subject to all required LBN and provincial approvals.
2. The comprehensive forestry agreement negotiations will include the following topics:
 - a. development of a joint forestry vision that considers relevant available information and identifies principles, values, and objectives for future forest development in the Territory;
 - b. creative business to business partnerships with existing forest tenure holders including BC Timber Sales that may include joint planning and resource management opportunities;
 - c. measures to enhance LBN's forestry activity and operations, including additional forestry tenure opportunities that build on the work under subsection 2.a, and take into account the work under 2.b;
 - d. land transfers to LBN as provided for under section 6.6 of the Framework Agreement, for forestry purposes;
 - e. forestry economic relations, including revenue sharing and other potential economic arrangements;
 - f. reporting requirements for revenue sharing or other benefits provided as part of a comprehensive forestry agreement; and

- g. measures for achieving stability and greater predictability for forest resource development within the Territory.
3. The Forestry Working Group will create a draft work plan for schedule E within 30 days of the signing of the Framework Agreement, and will have an initial negotiation team meeting within 60 days. The work plan is to include the development of a consolidated forestry inventory dataset of the Territory that helps provide a shared understanding of potential forest development in the Territory, as well as the current status of existing forest development.

