

**Kitkatla First Nation
Forest Agreement
(the "Agreement")**

**Between:
Kitkatla First Nation
"Kitkatla"**

As represented by
Hereditary Chiefs and
Chief Clifford White

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:

- **Kitkatla's position is that historic and contemporary management uses and stewardship of land and resources by Kitkatla are integral to the maintenance of Kitkatla society, governance and economy within the Traditional Territory.**
- **The Parties acknowledge that an interest of Kitkatla is to conduct sustainable forest management and harvesting using a volume based tenure within the Traditional Territory.**
- **That Kitkatla First Nation has Aboriginal Interests within its Traditional Territory**
- **The position of the Kitkatla is that they have sovereign Aboriginal Rights and Title, jurisdiction and stewardship over, the lands, water, and resources within their traditional territories, based on their laws, oral history and customs.**
- **The position of the Government of B.C is that it has Crown Title to the land and resources, and has exercised sovereignty in British Columbia from 1846. The relationship between the rights of the**

Crown and Kitkatla rights are determined by Section 35 of the *Constitution Act, 1982, case law and/or other governing processes.* The applicable laws of British Columbia and Canada shall govern this Agreement.

- **This agreement does not abrogate the Government of British Columbia's legal obligation with respect to Aboriginal Rights and Title through the process of consultation and accommodation with Kitkatla on non-forest related resource development. With respect to forest resource development, for the term of this Agreement, and until such time as there is a final reconciliation of Kitkatla's Aboriginal Rights and Title and Crown title within the Kitkatla Traditional Territory, through treaty, legal decision or other processes, , the Government of British Columbia will continue to consult with and accommodate Kitkatla in accordance with section 4 and section 5 of this agreement.**
- **The Parties wish to enter into an interim measures agreement in relation to forestry management, and related economic benefits associated with forest resource development within the Traditional Territory of Kitkatla.**
- **The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek workable interim accommodation with Kitkatla on forest resource development activities proposed within the Traditional Territory that may lead to the infringement of the Kitkatla Aboriginal Interests during the term of this agreement.**
- **Kitkatla agrees to participate in consultation initiated by the Government of British Columbia or a Licensee, in relation to forest resource development activities proposed within the Traditional Territory, that may lead to an infringement of Kitkatla Aboriginal Interests.**
- **The Parties have an interest in seeking workable interim accommodation of Kitkatla's Aboriginal Interests where forest development activities are proposed within the Kitkatla Traditional Territory that may to lead to the infringement of Kitkatla's Aboriginal Interests.**
- **During the term of this agreement, the Government of British Columbia and the Kitkatla wish to resolve issues relating to forest resource development where possible through negotiation as opposed to litigation.**

Therefore the Parties agree as follows:

1.0 Definitions

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

- 1.1 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, or a Woodlot Licence Plan, that has an effect in Kitkatla’s Traditional Territory.**
- 1.2 “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 an effect in Kitkatla’s Traditional Territory.**
- 1.3 “Aboriginal interests” means asserted aboriginal rights and/or aboriginal title.**
- 1.4 “Administrative Decision” means one or more of the following decisions made by a person under the *Forest Act*.**
 - **Decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;**
 - **The issuance, subdivision or amendment of a Forest Tenure;**
 - **The replacement of forest Tenures;**
 - **The transfer or change of control of forest Tenures, including any associated reductions in AAC with respect to Forest Tenures, and exchange of rights between or among tenure holders;**
 - **The disposition of timber volumes arising from undercut decisions on a Forest Tenure;**
 - **AAC apportionment and reallocation decisions;**
 - **Timber Sale Licence conversion to other forms of Forest Tenure and Timber Licence term extensions; and,**
 - **The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*.**
- 1.5 “Forest Tenure” means an agreement issued under the *Forest Act*.**

- 1.6 **“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 Kitkatla is notified of an Administrative decision or Timber Supply Review process, or in the case of Operation Plan reviews, the date on which Kitkatla 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.**
- 1.7 **“Traditional Territory” means the Kitkatla asserted traditional territory as shown on bold black on the map attached in Appendix A.**
- 1.8 **“Licensee” means a holder of a Forest Tenure.**
- 1.9 **“Economic component” of Aboriginal Interests as used in this Agreement is intended to refer to the financial or commercial forestry aspect of an Aboriginal Interest.**
- 1.10 **“Interim Accommodation” means accommodation for five years of the potential infringement of Kitkatla’s Aboriginal Interests as set out in this agreement arising from or as a result of forest development, prior to the full reconciliation of these interests through a land claim settlement or other process.**

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 **Increase the Kitkatla’s opportunity for participation in the forest sector.**
- 2.2 **Provide economic benefits to the Kitkatla through a forest tenure opportunity and/or the sharing of revenues received by the Government of British Columbia from forest resource development within Kitkatla Traditional Territory.**
- 2.3 **Address consultation and to provide an interim workable accommodation, as set out in this Agreement, with regard to any infringements of Kitkatla’s Aboriginal Interests that result from Administrative Decisions and/or Operational decisions**

relating to forest resource development within the Kitkatla's Traditional Territory, during the term of this Agreement.

- 2.4** Provide a period of stability to forest resource development within the Kitkatla Traditional Territory during the term of this Agreement, while longer term asserted aboriginal rights and title interests are addressed through other agreements or processes.

3.0 Economic Benefits to Kitkatla

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 one or more of the following economic benefits to Kitkatla to address consultation and to provide an interim workable accommodation, as set out in this Agreement, in respect of any infringements of Kitkatla's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest resource development within the Kitkatla's Traditional Territory.

3.1 Forest Tenure

- 3.1.1** After the execution of this Agreement by the Parties, the Minister of Forests will invite the Kitkatla to apply for a non-replaceable forest licence (the "licence") in accordance with Section 47.3 of the *Forest Act* to harvest a total of up to 188,000 cubic metres over a 5-year term in the North Coast Timber Supply Area.
- 3.1.2** After the execution of this agreement by the Parties and before December 31, 2005 the Minister will invite Kitkatla to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 187,000 over a 5-year term in the North Coast Timber Supply Area. For greater certainty the source of volume for this licence will be as a result of the timber reallocation process provided in the *Forestry Revitalization Act*, and the Minister reapportioning the North Coast Timber Supply Area Allowable Annual Cut by reducing the British Columbia Timber Sales apportionment.
- 3.1.3** As soon as the second forest licence is entered into the Parties may consolidate both licences into one.

- 3.1.4** For greater certainty, the maximum volume that may be available under the licences referred to in Section 3.1.1, 3.1.2 and 3.1.3 will be up to 375,000 cubic meters over five years.
- 3.1.5** An invitation to apply for a licence (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.
- 3.1.6** An invitation:
- 3.1.6.1** will be subject to a condition that prior to Kitkatla making an application for the licence, the Kitkatla must contact and work together with Ministry of Forests personnel to assist in identifying the location of operating areas for the licence, within the Traditional Territory;
 - 3.1.6.2** will contain terms and conditions required by the Minister.
- 3.1.7** A licence entered into as a result of an invitation
- 3.1.7.1** will be for a term of no longer than five years, as determined by the Minister;
 - 3.1.7.2** will contain other terms and conditions required by law, including the condition that Kitkatla comply with this agreement; and,
 - 3.1.7.3** will include other terms and conditions as may be required by the regional manager including a term that Kitkatla may not divide, subdivide, transfer, or otherwise dispose of the licence or an interest in the licence.
- 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 benefit that addresses consultation and provides an interim workable accommodation in respect of any infringement of Kitkatla’s Aboriginal Interests , in any subsequent Forest Agreement between Kitkatla 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 Kitkatla 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 Kitkatla,

the Minister may invite Kitkatla to apply for a subsequent licence under the *Forest Act* for a five year term that would commence after the expiry of this Agreement.

3.1.10 The government of British Columbia and Kitkatla will meet at mutually agreeable times to review forestry business opportunities that may be available to Kitkatla. This agreement will not prevent Kitkatla from pursuing other economic opportunities.

3.1.11 Should red alder be included into the timber harvesting land base and the annual allowable cut of the North Coast Timber Supply Area through the Chief Forester's AAC decision as per section 8 of the *Forest Act*, the Ministry of Forests will work with Kitkatla and licensees to develop a Red Alder strategy allowing for a Red Alder harvesting opportunity to be amended into this agreement in accordance with section 11.2.

3.1.12 The government of British Columbia will provide a letter of support for Kitkatla to develop a forest certification and market-branding program and will work with Kitkatla to assist them to access potential funding sources.

3.2 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to Kitkatla first nation \$797,000 annually for purposes described in Section 3.0.**
- 3.2.2 The funding 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 If the parties have initialled this Agreement by June 30, 2004 it shall be deemed to have been in effect on April 1, 2004 for the purpose of determining payment as specified in Section 3.2.5.**
- 3.2.5 Upon signing of this Agreement, the Kitkatla will be paid the full revenues for the quarter in which the Agreement is signed (e.g. if this Agreement is signed at the end of the quarter, the First Nation would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.**
- 3.2.6 Kitkatla will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.**
- 3.2.7 Upon defining a reasonable request, Kitkatla 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 Parties acknowledge that, consistent with the Tsimshian Nation Tripartite Accord on Lands and Resources, the Government of British Columbia and the Kitkatla are working cooperatively and collaboratively on land use planning including Kitkatla participation in the North Coast Land and Resource Management Plan (LRMP), and the preparation of a Kitkatla Land Use Plan.**
- 4.2 The Parties acknowledge that the Government of British Columbia will seek to harmonize the Kitkatla Land Use Plan, which is governed by Kitkatla's Ayawaax, Adaawx and Guugwilxyaans, with the North Coast LRMP through government-to-government negotiations.**
- 4.3 The Parties acknowledge that operational planning decisions will be consistent with the approved North Coast LRMP resulting from government-to-government negotiations when higher level plans objectives have been established.**
- 4.4 During the term of this agreement the Government of British Columbia agrees to continue to consult with Kitkatla on Operational Plans that may potentially infringe Kitkatla's Aboriginal Interests within the Traditional Territory, except for any economic component of those interests or rights that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.**
- 4.5 During the term of this Agreement, Kitkatla 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 Kitkatla's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make relative to forest practices that may be carried out under an Operational Plan in Kitkatla's Traditional Territory.**
- 4.6 Kitkatla agrees to fully participate, as set out in this section, 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.**

- 4.7** In reviewing and responding to an Operational Plan submitted to them, Kitkatla will, within the Response Period, provide the Party that supplied the plan to them with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may result from the forestry development activities within the Traditional Territory, other than the economic component of those Interests or rights that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.8** Upon receiving the response from Kitkatla as specified in Section 4.7, the Government of British Columbia and/or the Licensee will discuss and attempt to address in a timely manner with Kitkatla any site specific operational impacts on Kitkatla's Aboriginal Interests that may occur as a result of proposed forest development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.9** If no response is received from Kitkatla within the Response Period, then the Government of British Columbia may assume that Kitkatla 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.
- 4.10** In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from Kitkatla, whether received directly or through a Licensee, and will make every attempt to ensure that all concerns identified by Kitkatla have been addressed.
- 4.11** The Government of British Columbia will provide the Kitkatla with a copy of the approval letter for all Operational Plans. Prior to the decision, Kitkatla will be provided with the licensee response addressing Kitkatla's Aboriginal Interests raised through the Operational Plan consultation process.

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to Kitkatla on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of Kitkatla or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to Kitkatla an updated list.**
- 5.2 The Government of British Columbia will meet with Kitkatla at mutually agreed times throughout the year to provide an opportunity for Kitkatla 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 Kitkatla in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act*, for the North Coast Timber Supply Area.**
- 5.4 Kitkatla agrees to fully participate, within the Response Period, in 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 Kitkatla, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of Kitkatla's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will 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 Kitkatla as to how their concerns raised in Section 5.2 have been addressed.**
- 5.8 During the term of this Agreement, Kitkatla agrees that in consideration of the economic benefits 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 Kitkatla's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time.**
- 5.9 Kitkatla further agrees that, in consideration of 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 Kitkatla's Aboriginal Interests during the term of this agreement.**
- 5.10 That any Administrative Decision made by the Ministry of Forests shall not be interpreted as concurrence by Kitkatla unless expressly stated.**

6.0 Stability for Land and Resource Use Within Kitkatla Traditional Territory

- 6.1 Kitkatla will respond as soon as reasonably possible 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 Kitkatla members with provincially authorized activities related to forestry resource development including timber harvesting or other forestry economic activities occur.**
- 6.2 In consideration of the benefits in this agreement and Kitkatla's ability to identify priority operating areas within its Traditional Territory, Kitkatla agrees to work with the British Columbia Timber Sales (BCTS) program to ensure that BCTS receives an**

equitable representation of operating areas across the entire North Coast Timber Supply Area, including areas within Kitkatla's Traditional Territory.

7.0 Dispute Resolution

- 7.1 If a dispute arises between the Government of British Columbia and Kitkatla 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 Kitkatla.**
- 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**
- five years from the date this Agreement is executed; or**
 - the coming into effect of a treaty between the Parties; or,**
 - the mutual agreement of the Parties; or**
 - the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0; or,**
 - if the Government of British Columbia fails to deliver the tenure and revenue benefits under section 3.1 and 3.2.**

9.0 Suspension or Cancellation of Economic Benefits 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 Kitkatla is not in compliance with this Agreement having first attempted to resolve the non-compliance issues in section 7.0.

9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to Kitkatla of any alleged contravention of this Agreement that may lead Kitkatla being determined to not be in compliance with this Agreement.

9.3 If, during the term of this Agreement, Kitkatla 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 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:

9.3.1 provide adequate consultation, to substantially address Kitkatla's concerns and to provide an interim workable accommodation in respect of any potential infringements of Kitkatla's Aboriginal Interests with regard to Administrative Decisions relating to forest resource development within the Traditional Territory; or,

9.3.2 substantially address the economic component of Kitkatla's Aboriginal Interests with regard to Operational Decisions relating to forest resource development within the Traditional Territory,

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

- 9.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.**

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 Kitkatla will seek the necessary authorities and approvals to renew this Agreement with the objective of having a new agreement that will take effect upon the date of expiry of this Agreement.**
- 10.2 Any subsequent forestry agreement between the Government of British Columbia and Kitkatla 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.**
- 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 Kitkatla 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 and to 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

Kitkatla First Nation

Chief Councillor Clifford White
Kitkatla First Nation
P.O. Box 149
Kitkatla, B.C.
V0P 2A0

Kitkatla First Nation

John Lewis, Chief Treaty Negotiator
Kitkatla Treaty Department
11 Ocean Drive
Kitkatla, B.C.
V0V 1C0
Telephone (250) 848-2321
Facsimile (250) 848-2362

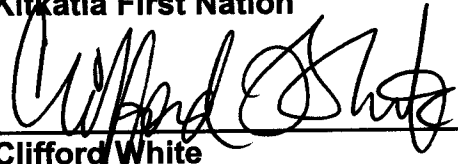
14.0 Miscellaneous

- 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 Existing Aboriginal and Treaty rights are recognized and affirmed under Section 35 of the *Constitution Act, 1982*.**
- 14.4 Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.**
- 14.5 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.**
- 14.6 This Agreement is separate from and will not prejudice and will not be considered to be part of any treaty that the Kitkatla may enter into at a future date.**
- 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.**

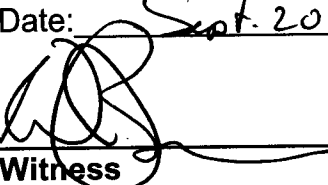
14.10 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

14.11 The 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 Kitkatla. 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 Government, or other third parties to Kitkatla.

Signed on behalf of:
Kittkatla First Nation



Clifford White
Chief Councillor

Date: Sept. 20, 2004


Witness




Clarence Innes,
Deputy Chief Councillor



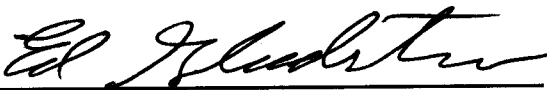
John Lewis
Chief Treaty Negotiator



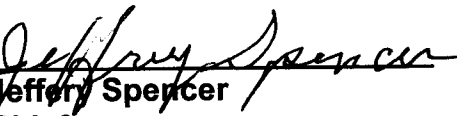
Melvin Tolmie
Forestry Portfolio Holder




Richard Spencer
Chief



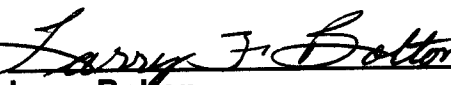
Edward Gladstone
Chief



Jeffery Spencer
Chief

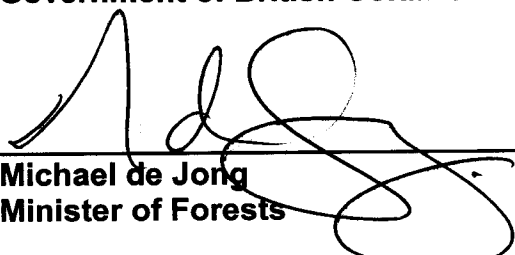


Allan Brown
House Leader

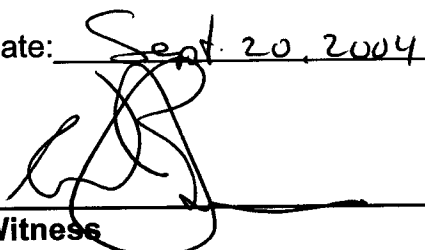


Larry Bolton
House Leader

Signed on behalf of:
Government of British Columbia



Michael de Jong
Minister of Forests

Date: Sept. 20, 2004


Witness

APPENDIX A
KITKATLA (GITXAALA) ASSERTED TRADITIONAL TERRITORY

