

Mountain Pine Beetle Agreement
(the "Agreement")

Between:
Canim Lake Indian Band

As represented by
Chief and Council

and

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Forests and Range
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- The Canim Lake Indian Band signed a Forest and Range Opportunity Agreement (FRO) with the Government of British Columbia on June 25, 2006. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRA/FRO.
- Mountain pine beetle allowable annual cut increases in the 100 Mile House Timber Supply Area have lead to increased harvesting activity and potential impacts on Canim Lake Indian Band aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Canim Lake Indian Band.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Canim Lake Indian Band in the forest sector; and,
 - b. provide an economic opportunity by inviting the Canim Lake Indian Band to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the 100 Mile House Timber Supply Area, in a manner linked to the FRO and as set out in this Agreement.

Therefore the Parties agree as follows.

2. After execution of this Agreement by the Parties, the Regional Manager of the Southern Interior Forest Region will invite the Canim Lake Indian Band to apply for a non-replaceable forest licence (the Licence) under section 47.3 of the *Forest Act* to harvest a total of up to 100 000 cubic meters of beetle infested timber over a 5 year term within the 100 Mile House Timber Supply Area. The traditional territory of the Canim Lake Indian Band as identified in black block in Appendix A.

3. The invitation to apply for a forest licence subsequent to this Agreement will address the following licence terms and conditions:
 - a. the final licence area; and
 - b. the term of the licence; and
 - c. other terms and conditions required by law, including the condition that the Canim Lake Indian Band must comply with this Agreement and with the FRO; and
 - d. a term that Canim Lake Indian Band may not dispose of the Licence except in accordance with the *Forest Act*; and
 - e. other terms and conditions as may be required by the Regional Manager.
4. An invitation to apply for a non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement may be consolidated with other non-replaceable forest licenses in accordance with section 19(3)(a) of the *Forest Act*.

Consultation

5. The Parties agree to participate in consultation regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the 100 Mile House TSA, as set out in section 4.0 of the FRO.
6. During the term of this Agreement, and subject to the terms and intent of this Agreement being met and adhered to by the Government of British Columbia, the Canim Lake Indian Band agrees that the Government of British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Canim Lake Indian Band aboriginal title and/or rights resulting from operational plans and administrative decisions pertaining to increases in harvest levels to address the mountain pine beetle epidemic in the 100 Mile House TSA, as an interim measure.

Dispute Resolution

7. If a dispute arises between the Government of British Columbia and the Canim Lake Indian Band regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in the FRO.

Amendments

8. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
9. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

Term

10. This Agreement will take effect on the date on which the last Party has executed it.
11. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - a. 5 years from the date this Agreement is executed; or
 - b. the mutual agreement of the Parties, or
 - c. upon 90 days written notice by either of the Parties.
12. If the FRO is terminated, the consultation processes that were set out in section 4.0 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and for the purposes of this Agreement.
13. The Government of British Columbia will not terminate this Agreement on the grounds that the Canim Lake Indian Band has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

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

Miscellaneous

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

Signed on behalf of:

CANIM LAKE INDIAN BAND:

Date: Feb 15/010


Chief Mike Archie


Witness


COUNCILLORS:


Gabriel (Roy) Christopher



Witness

Eddy Dixon

Witness


George Archie



Witness

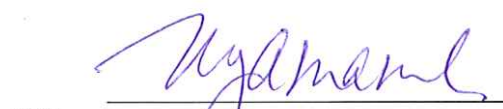

Don Dixon


Witness

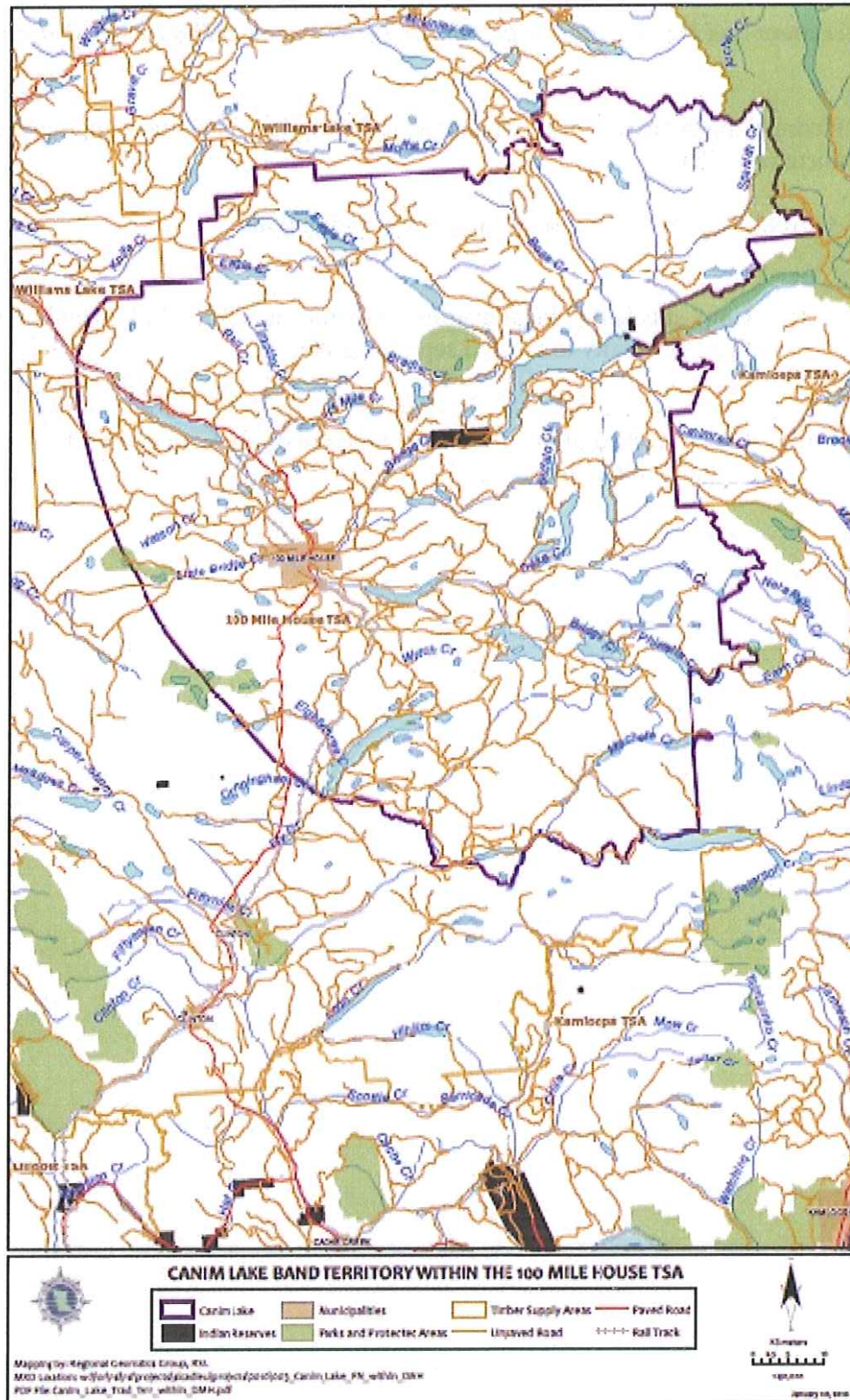
Signed on behalf of:
Government of British Columbia

Date: MARCH 25, 2010


Honourable Pat Bell
Minister of Forests and Range


Witness

APPENDIX A: MAP OF CANIM LAKE INDIAN BAND TRADITIONAL AREA



APPENDIX B: (optional)

Description and Documentation pertaining to the Intended Holder of the licence

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license: Canim Lake Indian Band

- (i) Copy attached of legal instrument (band council resolution) authorizing that legal entity to be their representative;
- (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence).