

March 25 , 2004

**Bonaparte Indian Band  
Forest and Range Agreement  
(the "Agreement")**

**Between:  
The Bonaparte 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  
(the "Government of British Columbia")**

(collectively the "Parties")

**Whereas:**

- **The Bonaparte Indian Band has Aboriginal Interests within its Traditional Territory.**
- **The Bonaparte Indian Band asserts that it has a relationship to the land that is important to Secwepemc culture and the maintenance of its community, governance and economy.**
- **The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development and related economic benefits arising from this development within the Traditional Territory.**
- **The Bonaparte Indian Band asserts that references in this Agreement to Crown Lands are without prejudice to the Bonaparte Aboriginal title claim over those lands.**
- **The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek interim workable accommodation with the Bonaparte Indian Band on forest and/or range resource development activities proposed within the**

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**Bonaparte Indian Band Traditional Territory that may lead to the infringement of the Bonaparte Indian Band's Aboriginal Interests.**

- **The Bonaparte Indian Band intends to participate in any consultation initiated by the Government of British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Bonaparte Indian Band's Traditional Territory, that may lead to an infringement of the Bonaparte Indian Band's Aboriginal Interests.**
- **The Parties have an interest in seeking interim workable accommodation in respect of the Bonaparte Indian Band's Aboriginal Interests where forest and/or range development activities are proposed within the Traditional Territory that may lead to the infringement of those Aboriginal Interests.**
- **The Government of British Columbia and the Bonaparte Indian Band wish to resolve issues relating to forest and range resource development where possible through negotiation as opposed to litigation.**
- **This Agreement does not exclude the Bonaparte Indian Band from accessing forestry economic opportunities and benefits, which may be available from time to time, other than those expressly set out in Section 3 of this Agreement.**

**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, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in Bonaparte Indian Band'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, Woodlot Licence Plan, a Range Use Plan or a Range Stewardship Plan that has a potential effect in Bonaparte Indian Band'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*, the *Forest Practices Code of British Columbia Act*, the *Forest and Range Practices Act*, the *Range Act* or the Regulations pursuant thereto.
- 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 or Range Tenure;
  - Animal Unit Month adjustments to Range Tenures;
  - the replacement of forest and/or Range Tenures;
  - the transfer or change of control of forest and/or Range 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 and Timber 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 granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6** “Range Tenure” means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.7** “Response Period” is defined as 60 days where the initiation date is the date on which the Bonaparte Indian Band receives written notification of an Administrative Decision, or in the case of Operation Plan reviews, the date on which the Bonaparte Indian Band receives the plan to be reviewed. In emergency situations the response period will be adjusted if possible by mutual agreement of the Parties.
- 1.8** “Traditional Territory” means the Bonaparte Indian Band asserted Traditional Territory as shown on bold black on the map attached in Appendix B.

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- 1.9 “Licensee” means a holder of a Forest Tenure or a Range Tenure.**
- 1.10 “Interim workable accommodation” means accommodation, as set out in this Agreement, of the potential infringements of the Bonaparte Indian Band’s Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests through a land claim settlement.**

## **2.0 Purpose**

**The purposes of this Agreement are to:**

- 2.1 Increase the Bonaparte Indian Band’s opportunity to participate in the forest sector.**
- 2.2 Provide economic benefits to the Bonaparte Indian Band through a forest tenure opportunity and/or the sharing of revenues received by the Government of British Columbia from forest resource development.**
- 2.3 Address consultation, and to provide an interim workable accommodation, as set out in this Agreement, of the Bonaparte Indian Band’s Aboriginal Interests with regard to any *potential* infringements of those Interests that result from Administrative Decisions and/or Operational Decisions relating to forest or range resource development within the Bonaparte Indian Band’s Traditional Territory, during the term of this Agreement.**
- 2.4 Provide a period of stability to forest and/or range resource development on Crown lands within the Traditional Territory of the Bonaparte Indian Band during the term of this Agreement, while longer term interests are addressed through other agreements or processes.**
- 2.5 The Parties may differ on the question of the existence or extent of any duties of consultation and/or accommodation owed by forest licensees or other third parties to the Bonaparte Indian Band. Nothing in 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 accommodation owed by forest licensees or other third parties to the Bonaparte Indian Band.**

## **3.0 Economic Benefits to the Bonaparte Indian Band**

**During the term of this Agreement, the Government of British Columbia will adopt the consultation framework set out in sections 4 and 5 of this Agreement and will provide one or more of the following economic benefits to the Bonaparte Indian Band to address consultation and to provide as an interim workable accommodation, as set out in this Agreement, of the Bonaparte Indian Band's Aboriginal Interests with regard to any potential infringements of those Interests that result from Administrative Decisions and/or Operational Decisions relating to forest or range resource development within the Bonaparte Indian Band's Traditional Territory.**

### **3.1 Forest Tenure**

**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 Bonaparte Indian Band as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite the Bonaparte Indian Band to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 39,636 (22,020 cubic meters (Base AAC) and 17,616 cubic meters (Uplift AAC)) annually in the Kamloops and/or 100 Mile House Timber Supply Area(s). The invitation will invite an application from the Bonaparte Indian Band or such legal entity as the Bonaparte Indian Band has appointed as its representative to hold the licence. Supporting documentation is specified within Appendix A of this agreement. If the intended holder of the licence(s) is legal entity other than the Bonaparte Indian Band, this Agreement must include supporting documentation as specified in Appendix A stating that the intended holder has been validly appointed by the Bonaparte Indian Band as its representative and that the Bonaparte Indian Band holds the controlling interest in that legal entity.**

**3.1.1 For greater certainty, the maximum volume that may be available under the licence referred to in Section 3.1 will be up to 198,180 cubic meters over 5 years.**

**3.1.2 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.**

**3.1.3 An invitation:**

- 3.1.3.1 will be subject to a condition that prior to the Bonaparte Indian Band making an application for the licence, the Bonaparte Indian Band 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
- 3.1.3.2 will contain terms and conditions required by the Minister.
- 3.1.4 A licence entered into as a result of an invitation
  - 3.1.4.1 will be for a term of no longer than 5 years, as determined by the Minister;
  - 3.1.4.2 will contain other terms and conditions required by law, including the condition that the Bonaparte Indian Band must comply with this Agreement; and,
  - 3.1.4.3 will include other terms and conditions as may be required by the regional manager including a term that the Bonaparte Indian Band may not divide, subdivide, transfer, or otherwise dispose of the licence or an interest in the licence.
- 3.1.5 The term of this Agreement and the term of the licence will be the same length. Notwithstanding section 14.4, if the licence remains in effect beyond the term of this Agreement the licence will continue to be considered by the Parties to be an workable interim accommodation as contemplated by section 3.0 of this Agreement until the licence expires or is terminated.
- 3.1.6 Subject to:

**3.1.6.1 The Government of British Columbia and the Bonaparte Indian Band entering into another interim measures agreement providing for an invitation to apply for a licence; and,**

**3.1.6.2 the Minister determining that there is sufficient volume of timber available for disposition to the Bonaparte Indian Band,**

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

### **3.2 Range Tenure**

**Subject to Section 20 of the Range Act, the Kamloops District Manager will direct award a Range Licence, within Bonaparte Traditional Territory to the Bonaparte Indian Band for up to 100 AUMs.**

### **3.3 Revenue Sharing**

**3.3.1 During the term of this Agreement, the Government of British Columbia will pay to the Bonaparte Indian Band approximately \$366,267 annually for purposes described in Section 3.0.**

**3.3.2 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.**

**3.3.3 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.**

**3.3.4 Upon signing of this Agreement, the Bonaparte Indian Band 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 FN would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.**

**3.3.5 The Bonaparte Indian Band will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.**

**3.3.6. Upon written request, explaining the reason for the request, the Bonaparte Indian Band 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 and Decisions**

**4.1 The Government of British Columbia agrees to consult with the Bonaparte Indian Band on Operational Plans that may potentially infringe the Bonaparte Indian Band's Aboriginal Interests within the Traditional Territory, except for any economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.**

**4.2 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by the Government of British Columbia to the consultation framework in this section 4, the Bonaparte Indian Band agrees 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 Bonaparte Indian Band'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 Bonaparte Indian Band's Traditional Territory.**

**4.3 The Bonaparte Indian Band intends to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest and range development within Bonaparte Traditional Territory provided to them by the Government of British Columbia, and by Licensees.**

**4.4 In reviewing and responding to an Operational Plan submitted to them, the Bonaparte Indian Band 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 that the Parties agree are addressed by the economic benefits provided for under Section 3.0.**

- 4.5 Upon receiving the response from the Bonaparte Indian Band as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with the Bonaparte Indian Band any site-specific operational impacts on Bonaparte Indian Band's Aboriginal Interests that may occur as a result of proposed forest and/or range 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.**
- 4.6 If no response is received from the Bonaparte Indian Band within the Response Period, then the Government of British Columbia may assume that the Bonaparte Indian Band 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.**
- 4.7 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from the Bonaparte Indian Band, whether received directly or through a Licensee, and will consider whether concerns identified by the Bonaparte Indian Band have been addressed.**
- 4.8 The Government of British Columbia will provide the Bonaparte Indian Band with a copy of its final decision on an Operational Plan within 5 *working* days after the Decision is made, to inform the Bonaparte Indian Band of how their concerns were considered and addressed.**

#### **5.0 Consultation and Accommodation Respecting Administrative Decisions**

- 5.1 The Government of British Columbia will provide to the Bonaparte Indian Band 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 the Bonaparte Indian Band or when the Government**

**of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Bonaparte Indian Band an updated list.**

- 5.2 The Government of British Columbia will meet with the Bonaparte Indian Band at mutually agreed times throughout the year to provide an opportunity for the Bonaparte Indian Band 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 Bonaparte Indian Band intends to fully participate as set out in this section, in the review of all Administrative Decisions anticipated within the year that potentially will have an effect and as listed in Section 1.4, dealing with forest and range development within Bonaparte Traditional Territories provided to them by the Government of British Columbia.**
- 5.4 If after considering the concerns and comments of the Bonaparte Indian Band, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Bonaparte Indian Band'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 seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.**
- 5.5 The Government of British Columbia will provide a response, within the Response Period, to the Bonaparte Indian Band as to how their concerns raised in Section 5.2 have been addressed.**
- 5.6 During the term of this Agreement, and subject to the terms and the intent of this agreement being met and adherence by the Government of British Columbia to the consultation framework in sections 4 and 5 of this Agreement, the Bonaparte Indian Band agrees 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 Bonaparte Indian Band's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.**
- 5.7**

**The Bonaparte Indian Band further agrees that, in consideration of Sections 5.1 to 5.5 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation framework and interim workable accommodation 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.**

#### **6.0 Stability for Land and Resource Use**

- 6.1 The Bonaparte Indian Band will respond as soon as 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 members of the Bonaparte Indian Band with provincially authorized activities related to forestry and/or range resource development including timber harvesting or other forestry economic activities occur.**

#### **7.0 Dispute Resolution**

- 7.1 If a dispute arises between the Government of British Columbia and the Bonaparte Indian Band 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 the Bonaparte Indian Band.**
- 7.3 If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or 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;**
  - **at the option of Bonaparte Indian Band, in the event only that the Government of British Columbia fails to provide the revenue pursuant of section 3 of this Agreement; or**
  - **the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0.**

**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 the Bonaparte Indian Band is not in compliance with this Agreement.**
- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to the Bonaparte Indian Band of any alleged contravention of this Agreement that may lead the Bonaparte Indian Band being determined to not be in compliance with this Agreement, and will provide the Bonaparte Indian Band with an opportunity that is reasonable in the circumstances to remedy the non-compliance.**
- 9.3 If, during the term of this Agreement, the Bonaparte Indian Band 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 framework set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to**

- 9.3.1** provide meaningful and practical consultation to substantially address the Bonaparte Indian Band's concerns and to provide an interim workable accommodation in respect of any potential infringements of the Bonaparte Indian Band's Aboriginal Interests with regard to Administrative Decisions relating to forest and/or range resource development within the Traditional Territory, or
- 9.3.2** substantially address the economic component of the Bonaparte Indian Band's Aboriginal Interests with regard to Operational Decisions relating to forest and/or range 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 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      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 the Bonaparte Indian Band 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 Bonaparte Indian Band may provide for an opportunity to acquire a licence, other forest tenures, 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, as an interim measure and the Bonaparte Indian Band has agreed to accept as an interim measure for the term of this Agreement.

**11      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 annually and consider amendments to this Agreement.

**12      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      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[needs update]  
Facsimile (250) 953-3687

**Bonaparte Band**

Chief Mike Retasket  
Bonaparte Band  
P.O. Box 669

March 25 , 2004

Cache Creek, British Columbia  
V0K 1H0  
Telephone: 250-457-9624  
Facsimile: 250-457-9550

#### **14      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, or deny the existence of aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 14.3** Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.4** 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, even if that infringement is caused by a decision that was made during the term of this Agreement.
- 14.5** This Agreement does not address or affect any claims by the Bonaparte Indian Band regarding infringement of its Aboriginal Interests arising from past operational or administrative decisions made previous to the signing of this Agreement,
- 14.6** This Agreement and any decisions and or licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 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.

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- 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 shall 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.**



March 25, 2004

Signed on behalf of:

**Bonaparte Band**

Date: March 25, 2004

Mike Petasket

**Chief**

**Councillor**

Tom B...

**Councillor**

Randy Porter

**Councillor**

Valerie Morgan

**Councillor**

Sandra Gaspaud

**Councillor**

Richard Billy

**Councillor**

Seoul Hienue

**Councillor**

Dave A...

Chalene Higgins

**Witness of band signatures**

Signed on behalf of:

**Government of British Columbia**

Date: April 26, 2004

Michael de Jong

**Michael de Jong  
Minister of Forests**

Witness of Minister signature

**Witness of Minister signature**

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**APPENDIX "A"**  
**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 (i.e. Bonaparte Indian Band):

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**OR**

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence:

Bonaparte Development Corporation

- (i) Copy attached of legal instrument (letter) 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); and,
- (iii) Copy of verification that the applicant has the controlling interest in that legal entity.

Confidential

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**APPENDIX B**  
**Map of Bonaparte Indian Band Traditional Territory**

# Bonaparte Traditional Area within the Secwepemc Nation

