

100 MILE HOUSE
FOREST DISTRICT
WITHOUT PREJUDICE

2007 DEC -7 AM 8:32

Mountain Pine Beetle Agreement
(the "Agreement")

Between:

Bonaparte Indian Band

As represented by
Chief and Council

MINISTRY OF FORESTS
GENERAL MANAGER FOREST DISTRICT
RECEIVED
DEC 17 2007

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")

RECEIVED BY

(collectively the "Parties")

Whereas:

- The Bonaparte Indian Band signed a Forest and Range Agreement (FRA) with the Government of British Columbia on April 26th, 2004. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the April 2004 FRA.
- The Bonaparte Indian Band of the *Secwepemc* Nation has Aboriginal rights and/or title within its asserted traditional territory (see attached Map Appendix A).
- 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 Bonaparte Indian Band aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Bonaparte Indian Band.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Bonaparte Indian Band in the forest sector; and,
 - b. provide an economic opportunity by inviting the Bonaparte 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 set out in this Agreement.

Therefore the Parties agree as follows.

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Bonaparte 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 250 000 cubic meters of beetle infested timber over a 5 year term within the traditional territory of the Bonaparte Indian Band as identified in Appendix A in the 100 Mile House Timber Supply Area.
3. The intended holder of the licence is the Bonaparte Economic Development Limited Partnership
4. The invitation will be subject to a condition that prior to making an application for the Licence, the Bonaparte Indian Band will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the traditional territory of the Bonaparte Indian Band.
5. The Licence(s) entered into as a result of the invitation to apply under this Agreement will:
 - a. be for a term of no longer than 5 years as determined by the Minister;
 - b. contain other terms and conditions required by law, including the condition that the Bonaparte Indian Band must comply with this Agreement and with the FRA (April 2004);
 - c. include a term that Bonaparte Indian Band may not dispose of the Licence except in accordance with the *Forest Act*; and
 - d. include other terms and conditions as may be required by the Regional Manager.
6. 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

7. 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 and 5.0 of the FRA (April 2004).
8. 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 Bonaparte 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 Bonaparte 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.

9. The Bonaparte Indian Band is entitled to full consultation, and accommodation, where appropriate, with respect to all potential infringements of their aboriginal rights and/or title arising from Operational Plans or Administrative Decisions affecting Bonaparte's rights and/or title, in accordance with the FRA, regardless of the economic opportunity afforded to the Bonaparte Indian Band under this Agreement.

Dispute Resolution

11. 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 possible to attempt to resolve the dispute.
12. If the Parties are unable to resolve differences at the regional level, the issues will be raised to more senior levels of the Governments of British Columbia and the Bonaparte Indian Band.
13. If the interpretation dispute cannot be resolved directly by the Parties, they may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

Amendments

14. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
15. 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

16. This Agreement will take effect on the date on which the last Party has executed it.
17. 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.
18. If the FRA (April 2004) is terminated, the consultation processes that were set out in section 4.0 and 5.0 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.
19. The Government of British Columbia will not terminate this Agreement on the grounds that the Bonaparte Indian Band has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

20. 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, as set out in the FRA.
21. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4 pm. If received after 4:00 pm., it will be deemed to have been received on the next business day.

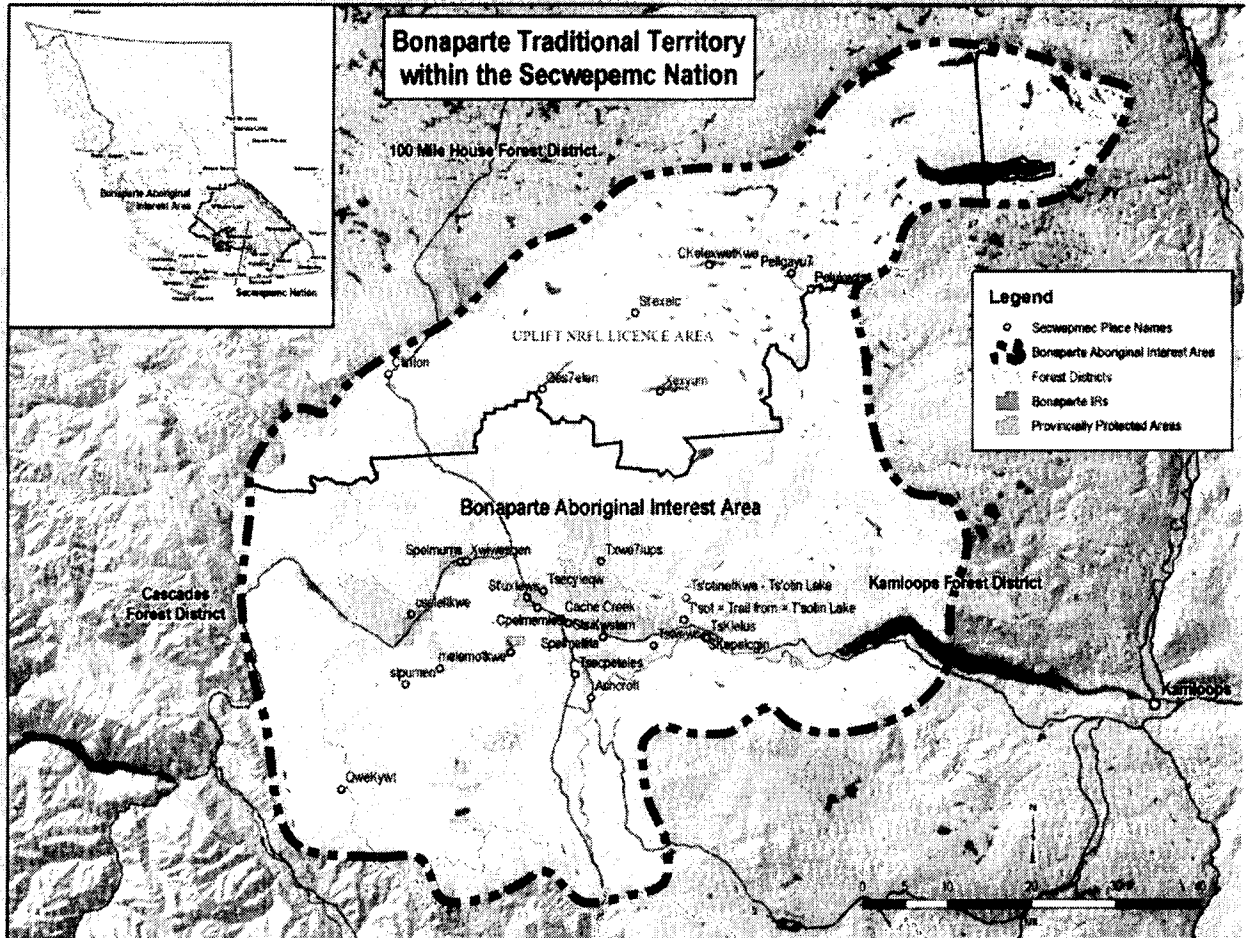
Miscellaneous

22. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
23. This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, deny or limit any priorities afforded to aboriginal rights, including aboriginal title.
24. This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
25. Nothing in this Agreement, including the recitals defines or confirms the specific nature, scope, location or geographic extent of aboriginal rights and/or title of the Bonaparte Indian Band.
26. This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements associated with increased harvesting activity pursuant to temporary Mountain Pine Beetle uplifts in Allowable Annual Cut in the the 100 Mile House Timber Supply Area that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorise 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.
27. This Agreement does not address or affect any claims by the Bonaparte Indian Band regarding infringements of aboriginal rights and/or title, arising from Operational or Administrative Decisions made previous to the signing of this Agreement, nor any future settlement related to an aboriginal right or title claim.
28. 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.
29. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
30. The applicable laws of British Columbia and Canada shall govern this Agreement.

WITHOUT PREJUDICE

31. Subsequent agreements between the Parties may provide for an opportunity to acquire a renewable forest tenure, and/or other economic benefits and opportunities.
32. This Agreement is intended to be a short-term economic agreement as a result of the Mediation Agreement, and thus does not preclude the Bonaparte Indian Band from accessing other forestry economic opportunities and benefits, which may be available from time to time.
33. 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 via facsimile. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

APPENDIX A MAP OF BONAPARTE INDIAN BAND ASSERTED TRADITIONAL AREA



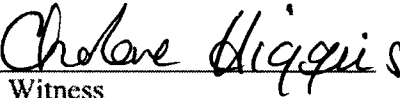
Signed on behalf of:

Bonaparte Indian Band:

Date: Dec. 4/07




Chief Mike Retasket




Witness

Signed on behalf of:
Government of British Columbia

Date: JAN 23 2008



Honourable Rich Coleman
Minister of Forests and Range



Witness

APPENDIX B:

***Description and Documentation pertaining to the Intended Holder of the
licence***

Bonaparte Economic Development Limited Partnership.



COPY
BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological no. - N° consécutif 007-24
File reference no. - N° de référence du dossier

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

		Cash free balance - Solde disponible									
The council of the Le conseil de	Bonaparte Indian Band	Capital account Compte capital	\$ _____								
Date of duly convened meeting Date de l'assemblée dûment convoquée	<table border="1"> <tr> <td>D</td> <td>M</td> <td>Y-A</td> <td>Province</td> </tr> <tr> <td>24</td> <td>09</td> <td>07</td> <td>BC</td> </tr> </table>	D	M	Y-A	Province	24	09	07	BC	Revenue account Compte revenu	\$ _____
D	M	Y-A	Province								
24	09	07	BC								

DO HEREBY RESOLVE:
 DÉCIDE, PAR LES PRÉSENTES:

RE: Bonaparte Economic Development Limited Partnership

WHEREAS it is understood that the Bonaparte Economic Development Limited Partnership ("Limited Partnership") was established December 18, 2006, and

WHEREAS the Limited Partnership was established for the purposes of carrying out the business of economic development and activities of the Limited Partner.

THEREFORE the Chief and Council of the Bonaparte Indian Band support and authorizes the appointment of Directors of the Bonaparte Development Corporation as follows:

Keith Zabolot, Earl William, Mark J. Sheck, and Kristopher Billy

This appointed term lasts until September 30, 2009.

Quorum

Keith Zabolot
 (Councillor - Conseiller)
Earl William
 (Councillor - Conseiller)
Mark J. Sheck
 (Councillor - Conseiller)

Mike Retenket
 (Chief - Chef)

 (Councillor - Conseiller)

 (Councillor - Conseiller)

 (Councillor - Conseiller)

Mary Pender
 (Councillor - Conseiller)
Earl William
 (Councillor - Conseiller)

 (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
Expenditure - Dépenses	Authority (Indian Act Section / Autorité (Article de la Loi sur les Indiens))	Source of funds / Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu	Expenditure - Dépenses	Authority (Indian Act Section / Autorité (Article de la Loi sur les Indiens))	Source of funds / Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu
Recommending officer - Recommandé par			Recommending officer - Recommandé par		
Signature _____ Date _____			Signature _____ Date _____		
Approving officer - Approuvé par			Approving officer - Approuvé par		
Signature _____ Date _____			Signature _____ Date _____		

3-9 (12-00) 7830-21-000-0002



SPRINGFORD PATRICK
LAW CORPORATION
Barristers & Solicitors

*Kenneth H. Patrick
L. Douglas Springford
Linda D. Thomas
Aaron L. Sam*

#8 - 1540 Springhill Drive
Kamloops, BC V2E 2H1
Telephone: (250) 374-6601
Fax: (250) 828-6642

Reply Attention: Doug Springford

Our File: 11304

January 23, 2007

BONAPARTE INDIAN BAND
P.O. Box 669
Cache Creek, BC V0K 1H0

Attention: Chief Mike Retasket

Dear Sirs:

Re: Bonaparte Economic Development Limited Partnership

1. ESTABLISHMENT OF LIMITED PARTNERSHIP

We are pleased to report to you the establishment of a limited partnership by way of acceptance by the Registrar of Companies of the application for limited partnership on December 18, 2006. The contribution of capital required pursuant to the Certificate of Limited Partnership of the Limited Partnership is \$10,000, being \$1.00 per unit, and payable as follows:

General Partner	\$1.00
Limited Partner	\$9,999.00

Please ensure that these deposits are made to the Limited Partnership's bank account.

NAME OF LIMITED PARTNERSHIP

The name of the Limited Partnership is Bonaparte Economic Development Limited Partnership. For business purposes the name of the Limited Partnership should be used, despite the fact that the General Partner has the authority to act on behalf of the Limited Partners.

2
3
4
5
6

**SPRINGFORD PATRICK
LAW CORPORATION**

Page 2
January 23, 2007

3. DURATION OF LIMITED PARTNERSHIP

On its terms, the Limited Partnership will end on the earlier of:

- (a) the date on which it is dissolved in accordance with the terms of the Limited Partnership Agreement; and
- (b) March 31, 2040.

4. REGISTERED OFFICE ADDRESS AND ADDRESS FOR SERVICE

The registered address of the Limited Partnership and the address for service of the Limited Partnership is:

Bonaparte Band Office Highway 97 North
Lot 12 Bonaparte IR #3 PO Box 669
Cache Creek, BC V0K 1H0

5. PARTNERS

- (a) The General Partner

The General Partner is Bonaparte Development Corporation. The General Partner has 1 Unit in the Limited Partnership.

- (b) The Limited Partner

The Initial Limited Partner is Bonaparte Indian Band. The Limited Partner holds 9,999 Units. If there are additional Limited Partners admitted to the Partnership, that Limited Partner shall have the same status as the Initial Limited Partner.

The allocation of the income of the Limited Partnership will be made on the basis of the number of Units that each partner holds in the Limited Partnership.

6. OBJECTS AND CAPACITY OF LIMITED PARTNERSHIP

- (a) Objects

The Limited Partnership has been established for the purposes of carrying out the business of economic development for and carrying out economic development and