

October 18, 2006

**Mountain Pine Beetle Agreement**  
(the "Agreement")

**Between:**  
***Burns Lake 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 Burns Lake Band signed a Forest Range Interim Measures Agreement (FRA) with the Government of British Columbia on March 20, 2004. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRA.
- Mountain pine beetle uplifts in the Lakes Timber Supply Area have lead to increased harvesting activity and potential impacts on Burns Lake Band aboriginal rights and/or title.

**Purpose**

1. The purposes of this Agreement are to:
  - a. increase the participation of the Burns Lake Band in the forest sector; and,
  - b. provide an economic opportunity by inviting the Burns Lake Band to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Lakes Timber Supply Area, in a manner linked to the FRA and as 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 Burns Lake Band to apply for a non-replaceable forest licence under section 47.3 of the *Forest Act* to harvest a total of up to 208 500 cubic meters over a five year term in the Lakes Timber Supply Area and within the traditional territory of the Burns Lake Band as identified in black bold in Appendix 1.
3. If the intended holder of the licence(s) is a legal entity other than the Burns Lake Band, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Burns Lake Band as its representative.
4. If during the term of this Agreement a further Mountain Pine Beetle temporary volume uplift becomes available in the Lakes Timber Supply Area, the Parties agree to explore further tenure opportunities in this Timber Supply Area, in accordance with Section 47.3 of the *Forest Act*.

5. Any invitation will be subject to a condition that prior to making an application for the Licence, the Burns Lake 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 Burns Lake Band.
6. Any licence(s) entered into as a result of the invitation to apply under this Agreement:
  - a. will be for a term of no longer than five years as determined by the Minister;
  - b. will contain other terms and conditions required by law, including the condition that the Burns Lake Band must comply with this Agreement and with the FRA; and,
  - c. will include a term that Burns Lake Band may not dispose of the Licence except in accordance with the *Forest Act*; and
  - d. will include other terms and conditions as may be required by the Regional Manager.
7. 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**

8. 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 Lakes TSA, as set out in section 4.0 of the FRA.
9. During the term of this Agreement, and subject to the terms and intent of this Agreement being met and adhered to by British Columbia, the Burns Lake Band agrees that British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Burns Lake 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 Lakes TSA, as an interim measure.

#### **Dispute Resolution**

10. If a dispute arises between the Government of British Columbia and the Burns Lake Band regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in section 7.0 of the FRA.

#### **Amendments**

11. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
12. 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**

13. This Agreement will take effect on the date on which the last Party has executed it.

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14. This Agreement will terminate on the occurrence of the earliest of any of the following events:
  - a. five 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.
15. If the FRA 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.
16. The Government of British Columbia will not terminate this Agreement on the grounds that the Burns Lake Band has challenged an Administrative or Operational Decision by way of legal proceedings.

**Notice**

17. All of the provisions set out in the Notice section of the FRA apply to this Agreement.

**Miscellaneous**


18. All of the provisions set out in the Miscellaneous section of the FRA apply to this Agreement.

*Signed on behalf of:*

**Burns Lake Band:**


Date: Oct. 19/06

  
\_\_\_\_\_  
Chief Robert Charlie

  
\_\_\_\_\_  
Witness

Signed on behalf of:  
**Government of British Columbia**

Date: Dec 1/06

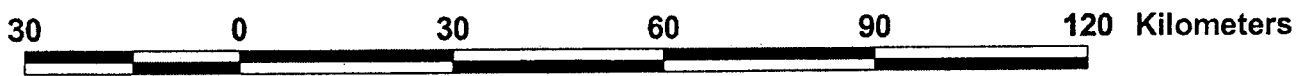
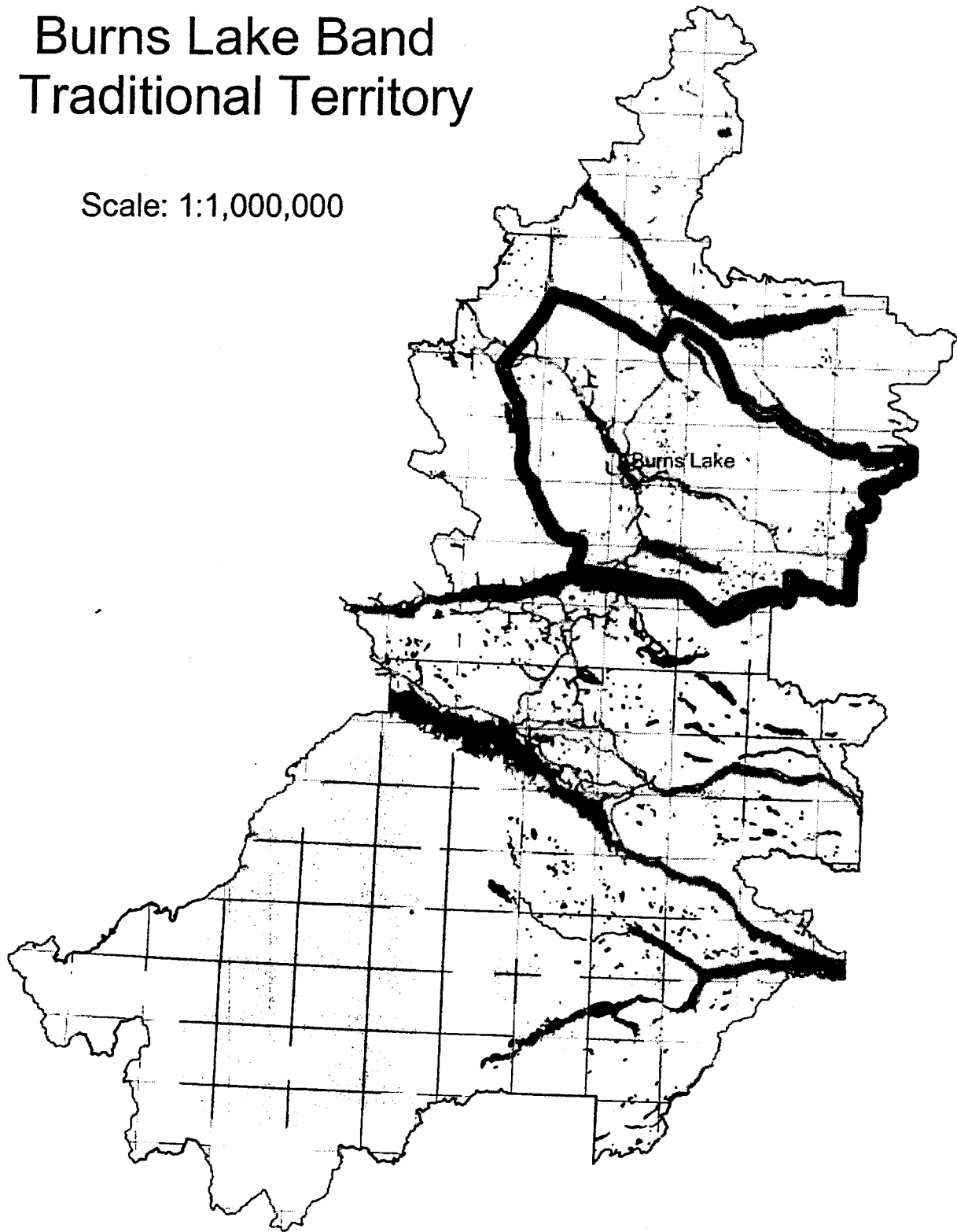
  
\_\_\_\_\_  
Honourable Rich Coleman  
Minister of Forests and Range

  
\_\_\_\_\_  
Witness

# Appendix A

## Burns Lake Band Traditional Territory

Scale: 1:1,000,000



**APPENDIX B:**

*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: \_\_\_\_\_

OR

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

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- (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).