

**The Interim Agreement on Forest Opportunities (the Agreement)  
between the  
Canim Lake Indian Band and the Government of British Columbia  
(the Parties)  
Amendment #1**

**Where as:**

- A. The parties entered into the Agreement on July 25, 2006.
- B. The parties wish to amend the Agreement as set out in this Amendment #1.
- C. The nature of the Amendment does not alter the intent or purpose of the Agreement.
- D. The mandate to amend the Agreement was approved on July 9, 2008

**Therefore:**

1. The parties agree to amend the Agreement as follows:

- 3.1 Forest Tenure

- 3.1.1 For the purposes of the provisions of Section 3.1, Licence includes a Non-Replaceable Forest Licence, a Woodlot Licence, or other forms of agreement as agreed to by the Parties.

- 3.1.2 After the execution of this Agreement and its Amendment #1 by the Parties, the Minister will:

Invite, without competition, the Canim Lake Indian Band, or such a legal entity as the Canim Lake Indian Band appoints, as their representative to hold a licence, to apply under the *Forest Act* for:

- A Woodlot Licence ("Woodlot #1578") of up to 1200 hectares (Appendix C); and
- A non-replaceable forest licence (the "Licence") on a non-competitive basis;

for a combined total volume of both the Woodlot Licence and the non-replaceable forest licence (the "Licences"), not to exceed 30 000 m<sup>3</sup> annually, in the 100 Mile House Timber Supply Area.

- 3.1.3 For greater certainty, the maximum volume that may be available under both Licences referred to in section 3.1.2 will be up to 150 000 m<sup>3</sup> over 5 years.

Renumber 3.1.2. to read 3.1.4

- 3.1.5 The Licence entered into as a result of an invitation under section 3.1.2, will be for a term of five years.

3.1.6 The Woodlot #1578 entered into as a result of an invitation under section 3.1.2, will be for a term no longer than twenty years as determined by the Minister.

3.1.7 If either the Woodlot #1578 or Licence in section 3.1.2 remains in effect beyond the term of this Agreement, these Licences will continue to be considered by the Parties to be Interim Accommodation until these Licences expire or are terminated.

Renumber sections 3.1.5 and 3.1.6 to read 3.1.8 and 3.1.9

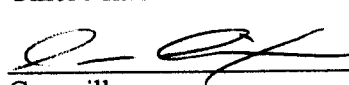
2. The parties agree to amend the Agreement by adding section 12.2, which was erroneously absent from the Agreement, as follows:

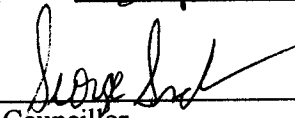
12.2 The Parties acknowledge that there are broader processes underway with respect to the New Relationship which will benefit and, at times, assist the Parties in negotiating with respect to the issues set out in section 12.1.


3. This Amendment # 1 is deemed to take effect upon execution by the parties.
4. Except as amended by this Amendment # 1, the Agreement is ratified and confirmed.

**Signed on behalf of the Canim Lake Indian Band by:**

 \_\_\_\_\_ Date: Sept 22/08  
Chief Mike Archie

 \_\_\_\_\_  
Councillor Don Dixon

 \_\_\_\_\_  
Councillor George Archie

 \_\_\_\_\_  
Witness of Canim Lake Band's signatures

**On behalf of the Government of British Columbia**

 \_\_\_\_\_  
Doug Konkin, Deputy Minister  
Ministry of Forests and Range

Witness  \_\_\_\_\_ Date: Dec 4/08