

JAN 24 2008

Mountain Pine Beetle Agreement
(the "Agreement")

Between:

Canoe Creek 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")

RECEIVED

FEB 12 2008

SOUTHERN INTERIOR
FOREST REGION

Whereas:

- The Canoe Creek Indian Band signed on March 30th, 2006 a Forest and Range Agreement/Opportunity Agreement (FRO) with the Government of British Columbia on June 9th, 2006. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRO.
- Mountain pine beetle allowable annual cut increases in the 100 Mile House Timber Supply Area have led to increased harvesting activity and potential impacts on Canoe Creek Indian Band aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Canoe Creek Indian Band.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Canoe Creek Indian Band in the forest sector;
and,
 - b. provide an economic opportunity by inviting the Canoe Creek 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 Minister of Forests and Range (the "Minister") will invite the Canoe Creek 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 175 000 cubic meters of beetle infested timber over a 5 year term within the traditional territory of the Canoe Creek Indian Band as identified in black bold in Appendix A in the 100 Mile House Timber Supply Area.

3. The intended holder of the licence is the Stswecem'c Xgat'tem Development Corporation.
4. If during the term of this Agreement a further a further Mountain Pine Beetle temporary volume allowable annual cut increase becomes available in the 100 Mile House 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. The invitation will be subject to a condition that prior to making an application for the Licence, the Canoe Creek 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 Canoe Creek Indian Band.
6. 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 Canoe Creek Indian Band must comply with this Agreement and with the FRO;
 - c. include a term that Canoe Creek 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.
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 100 Mile House TSA, as set out in section 4.0 of the FRO.
9. 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 Canoe Creek 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 Canoe Creek 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

10. If a dispute arises between the Government of British Columbia and the Canoe Creek 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

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.
14. 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.
15. 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.
16. The Government of British Columbia will not terminate this Agreement on the grounds that the Canoe Creek Indian 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 FRO apply to this Agreement.


Miscellaneous

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

Signed on behalf of:

Canoe Creek Indian Band:

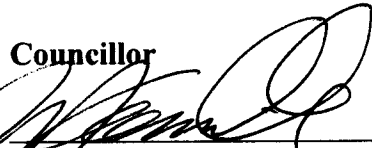
Date: 1/7/08



Chief Hank Adams



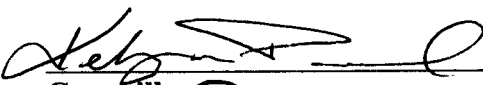
Witness

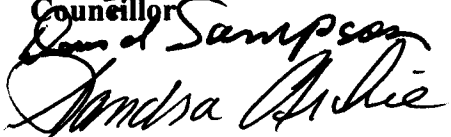
Councillor


Councillor


Witness

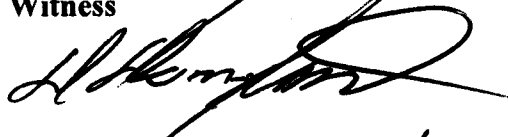

Witness



Councillor


Sandra Archie


Witness


Witness


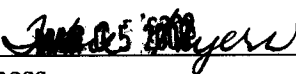
Witness

Signed on behalf of:
Government of British Columbia

Date: March 5/08

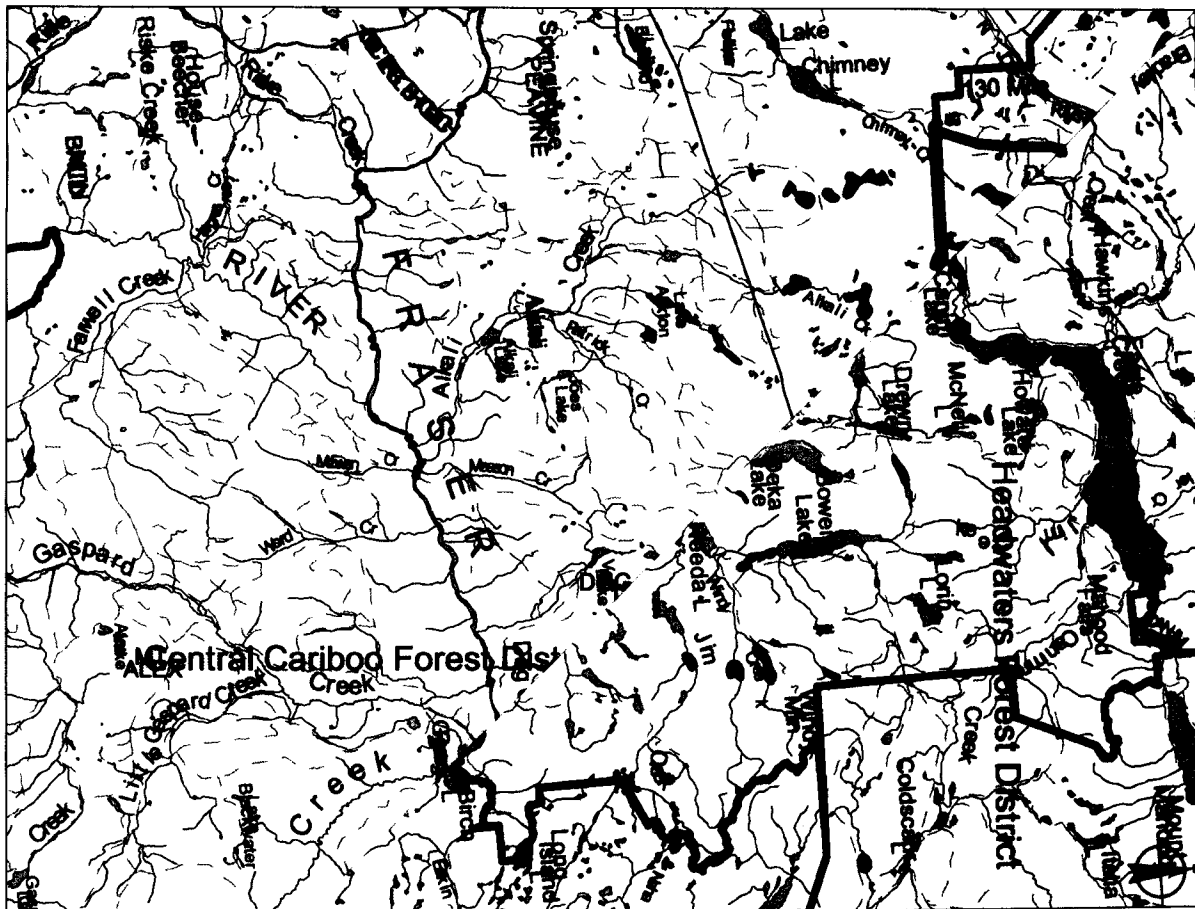


Honourable Rich Coleman
Minister of Forests and Range



Witness

THE CANOE CREEK INDIAN BAND ASSERTED TRADITIONAL AREA WITHIN THE 100 MILE HOUSE TIMBER SUPPLY AREA.



BRITISH COLUMBIA

Canoe Creek MPB Area

Legend

- Forest Districts - Outlined
- (1:250,000) Water - Lakes, Large Rivers, etc. - Colour Therapy

	Water - Shallow
	Water or Stream - Shallow
	Water or Stream - Shaded
	Water or Stream - Deep
	Water or Stream - Very Deep
	Water or Stream - Dry
	Water or Stream - Intermittent
	Water or Stream - Little Flow
	Water or Stream - Rapid Flow
	Water or Stream - Underground
	Dam
	Standard Land - Intertidal
	Lake - Shaded
	Lake - Intertidal
	Lake - Shallow
	Reservoir - Shaded
	Standard Land - Intertidal
	Lake - Shallow
	Marsh
	Beach
	Boundary or Boundary - Large
	Other or Large
	Other or Small
	Other or Very Small

(1:250,000) Water - Rivers, Creeks, Tributaries, etc.

(1:250,000) Water - Ocean - Colour Therapy

(1:250,000) Water - Ocean - Colour Therapy

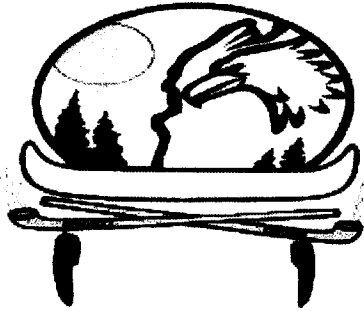
14 km

APPENDIX B:

Description and Documentation pertaining to the Intended Holder of the licence

Stswecem'c Xgat'tem 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).



January 9, 2008

Hon. Rich Coleman,
Minister of Forest and Range
Province of British Columbia

Dear Minister Coleman:

RE: Authorization to hold a Forest License under the Mountain Pine Beetle Agreement

The Canoe Creek Indian Band hereby authorizes the band's economic development corporation Stswecem'c Xgat'tem Development Corporation (SXDC) to hold the Non Replaceable Forest License awarded the Canoe Creek Indian Band as per the disposition of the mountain pine bark beetle uplift for the 100 Mile House Timber Supply Area.

Yours Truly,

A handwritten signature in black ink, appearing to read "Hank Adam".

FOR
Chief Hank Adam,
Canoe Creek Indian Band.



**BRITISH
COLUMBIA**

Number: A0067401

**CERTIFICATE
OF
REGISTRATION**

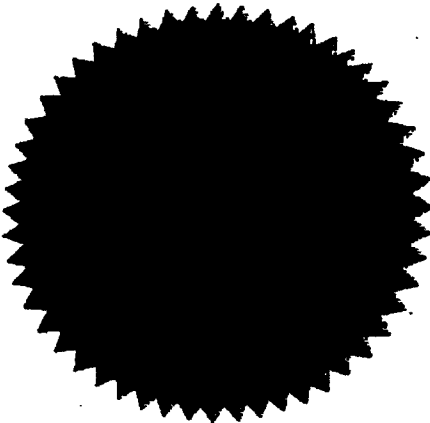
BUSINESS CORPORATIONS ACT

I Hereby Certify that STSWECEM'C XGATTEM DEVELOPMENT CORPORATION has been registered as an extraprovincial company under the Business Corporations Act on ~~March~~ 18, 2006 at 09:16 AM Pacific Time.

Issued under my hand at Victoria, British Columbia

On March 18, 2006.

RON TOWNSHEND
Registrar of Companies
Province of British Columbia
Canada





Ministry of Finance
Corporate and Personal
Properties Registries
www.fin.gov.bc.ca/registries

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC

REGISTRATION STATEMENT

FORM 33

EXTRAPROVINCIAL COMPANY
Section 376 Business Corporations Act

Telephone: 250 356 8626

A0067401

OFFICE USE ONLY - DO NOT WRITE IN THIS AREA

FILED

MAR 18 2006

MLT

REGISTRAR OF COMPANIES

Freedom of Information and Protection of Privacy Act (FIPPA): The personal information requested on this form is made available to the public under the authority of the Business Corporations Act. Questions about how the FIPPA applies to this personal information can be directed to the Administrative Assistant of the Corporate and Personal Property Registries at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

Note: If the foreign entity was formed outside of Canada, attach proof of existence (e.g. certificate of status) certified by the foreign entity's home jurisdiction.

INSTRUCTIONS:

Please type or print clearly in block letters and ensure that the form is signed and dated in ink.

Item A A foreign entity must apply for a name approval and reservation prior to registering in BC as an extraprovincial company. The name reserved must be the foreign entity's own name in its current jurisdiction. If that name is not available, the foreign entity may reserve and adopt an assumed name for use in BC. A name reservation is not required if the foreign entity is a federal corporation.

- Item B**
1. Enter the identifying number in the foreign entity's current jurisdiction.
 2. Enter the name used by the foreign entity in its current jurisdiction.
 3. Enter the most recent of the following dates, the date the foreign entity was incorporated or organized, the date it was amalgamated, or the date it was continued or transferred.
 4. Enter the jurisdiction in which the foreign entity was incorporated or in the case of a foreign entity that is a limited liability company, the jurisdiction in which it was organized.
If the foreign corporation resulted from an amalgamation or similar process, enter the jurisdiction in which the most recent amalgamation or similar process occurred. Or, if the corporation has since the later of its incorporation or any amalgamation been continued or otherwise transferred, enter the jurisdiction into which the corporation was most recently continued or transferred.

Item C Enter the delivery and mailing address of the head office of the foreign entity, whether or not the head office is in BC. The delivery address must be for a location that is accessible to the public between 9 a.m. and 4 p.m. on business days for the delivery of records. The delivery address must not be a post office box.

Item D A foreign entity registered as an extraprovincial company must ensure it has one or more attorneys, or under its charter (or similar record), have its head office in BC. If its head office is in BC, the foreign entity may choose to appoint one or more attorneys. Each attorney for an extraprovincial company must be either,

- 1) an individual who is resident in BC, OR,
- 2) a company incorporated in BC.

The delivery address of an attorney who is an individual is the address of the office in BC where the individual can usually be reached between 9 a.m. and 4 p.m. on business days for the delivery of records. Or, if the attorney is a BC company, the delivery address is for the registered office of the company which must be for a location in BC that is accessible to the public between 9 a.m. and 4 p.m. on business days for the delivery of records. A delivery address must not be a post office box.

Filing Fee: \$350.00 Submit this form with a cheque or money order made payable to the Minister of Finance, or provide the registry with authorization to debit the fee from your BC OnLine Deposit Account. Please pay in Canadian dollars or in the equivalent amount of US funds.

A NAME RESERVED FOR THE FOREIGN ENTITY
Complete section 1, 2 OR 3:

1. The name _____ being the
foreign entity's own name has been reserved. The name reservation number is _____
2. The foreign entity's own name _____ is not available and
therefore, the assumed name _____
has been reserved. The name reservation number for the assumed name is _____
3. No name has been reserved because the foreign entity is a federal corporation with the name

STSWECEM'C XGATTEM DEVELOPMENT CORPORATION

BN 809690944

B FOREIGN ENTITY'S CURRENT JURISDICTION - If the current jurisdiction is other than a Canadian province, territory, or the federal government, attach proof of existence of the foreign entity, certified by its jurisdiction.

1. Corporate number assigned to the foreign entity by its current jurisdiction 432506-1
2. Foreign entity's name used in the foreign jurisdiction STSWECEM'C XGATTEM DEVELOPMENT CORPORATION
3. Foreign entity's date of incorporation, organization or most recent date of amalgamation or continuation 2005/09/30
4. Foreign entity's current jurisdiction of incorporation, organization, amalgamation or continuation

Federal

C HEAD OFFICE ADDRESSES

DELIVERY ADDRESS OF HEAD OFFICE General Delivery, Dog Creek	Administrative Office of Canoe Creek, Indian	PROVINCE/STATE BC	COUNTRY Canada	POSTAL CODE / ZIP CODE VOL 1J0
MAILING ADDRESS OF HEAD OFFICE General Delivery, Dog Creek	Band IR #1	PROVINCE/STATE BC	COUNTRY Canada	POSTAL CODE/ZIP CODE VOL 1J0

D NAME OF ATTORNEY(S) (if any)

Enter the full name and the mailing and delivery address of each attorney.

LAST NAME: SPRINGFORD FIRST NAME: DOUG MIDDLE NAME: _____

COMPANY NAME

SPRINGFORD PATRICK LAW CORPORATION

DELIVERY ADDRESS OF ATTORNEY #8 - 1540 Springhill Drive, Kamloops	PROVINCE BC	POSTAL CODE V2E 2H1
MAILING ADDRESS OF ATTORNEY #8 - 1540 Springhill Drive, Kamloops	PROVINCE BC	POSTAL CODE V2E 2H1

LAST NAME: _____ FIRST NAME: _____ MIDDLE NAME: _____

COMPANY NAME

DELIVERY ADDRESS OF ATTORNEY	PROVINCE BC	POSTAL CODE
MAILING ADDRESS OF ATTORNEY	PROVINCE BC	POSTAL CODE

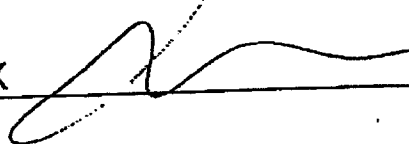
If additional space is needed to enter more than two attorneys, please attach a separate sheet of paper.

E CERTIFIED CORRECT - I have read this form and found it to be correct.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE FOREIGN ENTITY

Doug Springford

SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE FOREIGN ENTITY

X 

DATE SIGNED

YYYY / MM / DD
2006/3/2