

Between:
Esketemc First Nation

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, Lands, and Natural Resource Operations
("British Columbia")

(collectively the "Parties")

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Esketemc First Nation have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist the Esketemc First Nation in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to poverty among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that Esketemc First Nation has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Esketemc First Nation community's well-being.
- E. The Esketemc First Nation has Aboriginal Interests within its Traditional Territory.

Traditional Territory of the Esketemc First Nation which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner while longer term interests of the Esketemc First Nation are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. "Aboriginal Interests" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2. "Alternate" means a corporation in which the First Nation has controlling interest, or a society which has as one of its stated purposes the holding of the Forest Tenure(s) on behalf of the First Nation and the corporation or society has been duly appointed by the First Nation to hold the Forest Tenure(s).
- 1.3. "Effective Date" means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.4. "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in section 12(1) of the *Forest Act*.
- 1.5. "Licence" means a forest licence or a forestry licence to cut as defined in the *Forest Act*.
- 1.6. "Licensee" means a holder of a forest tenure.
- 1.7. "Licence Area" means an area defined by agreement between the licensee and British Columbia, over which the licensee will have the right to apply for cutting authorities to a specified level of harvest of Crown timber as defined in the *Forest Act*.
- 1.8. "Operating Area" means an area, informally agreed to between licensees who each hold rights to harvest Crown timber within the same Timber Supply Area, in which each licensee will operate in a manner so as to avoid conflict with the other and to assist in meeting each other's needs.
- 1.9. "Representative" means a legal entity that a First Nation has duly appointed to hold their Forest Tenure(s).
- 1.10. "Traditional Territory" means the Esketemc First Nation's claimed or asserted Traditional Territory as shown on bold black on the map attached in Appendix A.

The purposes and objectives of this Agreement are to:

- 2.1. Provide an opportunity for the Esketemc First Nation to identify and pursue socio-economic objectives in its community and, in connection with those objectives, to assist the Esketemc First Nation in achieving progress towards closing socio-economic gaps between the members of Esketemc First Nation and non-Aboriginal people in British Columbia;
- 2.2. Promote and increase First Nations participation in the forest sector by offering a forest tenure opportunity(s).
- 2.3. Provide an accommodation in respect of potential impacts of forestry decisions and operations within the Traditional Territory on the Esketemc First Nation s' Aboriginal Interests.

3. Forest Tenure Opportunity

During the term of this Agreement, British Columbia will provide one or more of the following Forest Tenure opportunities to the Esketemc First Nation:

- 3.1. After execution of this Agreement, the District Manager or Regional Manager will invite the Esketemc First Nation, or its Representative or Alternate, to apply for a replaceable forest licence (the "Licence(s)") on a non-competitive basis for up to 21,353 cubic meters annually in the Williams Lake Timber Supply Area. The Licence(s) will be comprised of:

Management Unit	Licence(s)	Allowable Annual Cut (AAC) (m ³ /yr)	Total Volume in m ³	Term in years (yrs.)
Williams Lake TSA	FL A89082	21 353	N/A	15

- 3.2. If the Esketemc First Nation or its Representative already holds an existing Licence(s) that has or have been previously directly awarded under section 47.3 of the Forest Act, then the District Manager or Regional Manager may extend one or more of those existing Licence(s), authorizing additional volume or allowable annual cut (AAC) for those licences in the amounts identified under section 3.1.
- 3.3. If the intended holder of the Licence(s) is a legal entity other than the Esketemc First Nation, the Regional Manager or District Manager

- 3.4. The Esketemc First Nation represents that Alkali Resource Management Ltd. is its duly authorized Representative or Alternate to manage and hold the Licence(s) referred to in section 3.1 of this Agreement on its behalf.
- 3.5. The Licence for the Licence(s) referenced in section 3.1 will be located in the Williams Lake Timber Supply Area and is outlined on the map attached to this Agreement as Appendix C.
- 3.6. This section is not applicable to this agreement.
- 3.7. The Licence(s) under section 3.1 of this Agreement will:
 - 3.7.1. be a replaceable forest licence licence as defined under the *Forest Act*;
 - 3.7.2. include other terms and conditions required by law including the condition that the Esketemc First Nation must comply with this Agreement; and,
 - 3.7.3. include other terms and conditions as may be required by the Regional Manager.
- 3.8. Notwithstanding any other provision of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under the Licence(s) referred to in section 3.1.
- 3.9. During the term of this Agreement and notwithstanding section 3.8, the Esketemc First Nation agrees that British Columbia has provided to the Esketemc First Nation an accommodation in respect of potential impacts of forestry decisions and operations within the Traditional Territory on the Esketemc First Nation s' Aboriginal Interests, in the form of the Licence(s) provided for under this Agreement.
- 3.10. If the Licence(s) entered into under this Agreement remain(s) in effect beyond the term of this Agreement, the Licence(s) will continue to be considered by the Parties to be an accommodation as contemplated in sections 2.3 and 3.9 until the Licence(s) expires or is terminated.
- 3.11. Unless otherwise approved by the Minister, the replaceable forest licence(s) entered into under this Agreement cannot be transferred by the Esketemc First Nation or by the Alternate where appointed by the Esketemc First Nation.

4. Reporting of Tenure Information

- 4.1. British Columbia, in its commitment to the goals of the Transformative Change Accord, may require certain information

result of this Agreement.

- 4.2. The Esketemc First Nation agrees to cooperate with British Columbia in providing the information in a format acceptable to both Parties and in a manner that maintains the confidentiality of that information in accordance with applicable statutory requirements.

5. Esketemc First Nation Traditional Territory

- 5.1. The Parties agree to use the Traditional Territory boundary as provided in the Consultation Area Database.

6. Economic and Operational Stability within Esketemc First Nation Traditional Territory

- 6.1. Esketemc First Nation will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Esketemc First Nation with provincially authorized forest activities and will work co-operatively with British Columbia to assist in resolving any such matters.

7. Term and Termination

- 7.1. The term of this Agreement is 15 years.
- 7.2. This Agreement will take effect on the date on which the last Party has executed it.
- 7.3. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 7.3.1. expiry of its term;
 - 7.3.2. 90 days notice by either Party to the other Party; or
 - 7.3.3. mutual agreement of the Parties.
- 7.4. This Agreement may be terminated by British Columbia if the Licence(s) or any of them issued pursuant to section 3.1 is or are cancelled, surrendered or otherwise terminated under the Forest Act.
- 7.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under section 7.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.
- 7.6. If any of the Licence(s) entered into under this Agreement, are replaced, the term of this Agreement will be deemed to be amended so as to extend the term to be the same as the longest of the terms of the replaced Licence(s).

- 8.1. If a dispute arises between British Columbia and the Esketemc First Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed Representatives or Alternates will meet as soon as is practicable to attempt to resolve the interpretation dispute.
- 8.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Esketemc First Nation.
- 8.3. If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation dispute.

9. Renewal of the Agreement

- 9.1. Beginning no later than 1 year prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met and if each party has received such authorizations as it may require to either renew this Agreement or negotiate a new Agreement, British Columbia and Esketemc First Nation will, negotiate a renewal of this Agreement or, where applicable, negotiate a new agreement.

10. Amendment of Agreement

- 10.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 10.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

11. Suspension or Cancellation by the Minister

- 11.1. Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may suspend or cancel the Licence(s) entered into as a result of the invitation to apply under this Agreement, if the Minister or a person authorized by the Minister determines that the Esketemc First Nation is not in compliance with this Agreement.
- 11.2. If this Agreement is terminated in accordance with section 7.3.2 or 7.3.3, the Minister may cancel the Licence(s) issued pursuant to this Agreement.
- 11.3. Prior to contemplating any action referred to in sections 11.1 or 11.2, British Columbia will provide notice to the Esketemc First Nation of any alleged contravention of this Agreement that may

12. Entire Agreement

- 12.1. This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

13. Notice

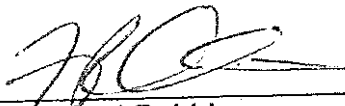
- 13.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as set out 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. on that 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	Esketemc First Nation
Deputy Minister	Chief and Council
Ministry of Forests, Lands and Natural Resource Operations	Esketemc First Nation
P.O. Box 9525 STN PROV GOVT	PO Box 4479
Victoria B.C. V8W 9C3	Williams Lake, B.C. V2G 2V5
Telephone: (250) 356-5012	Telephone: (250) 440-5611
Facsimile: (250) 953-3687	Facsimile: (250) 440-5721

- 13.4. 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 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.

14. Miscellaneous


- 14.2. Except as set out in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.3. British Columbia acknowledges and enters into this Agreement on the basis that the Esketemc First Nation has Aboriginal Interests within its Traditional Territory but that the specific nature, scope and geographic extent of Esketemc First Nation 's Aboriginal Interests have not yet been determined, and further that broader processes engaged in to bring about reconciliation will eventually result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Esketemc First Nation .
- 14.4. This Agreement does not exclude the Esketemc First Nation from accessing forestry economic opportunities and benefits, which may be available to them, other than those expressly set out in this Agreement.
- 14.5. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 14.6. This Agreement and any decisions made 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.
- 14.8. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 14.9. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.10. The laws of British Columbia will govern this Agreement.
- 14.11. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Esketemc First Nation.
- 14.12. The appendices to this Agreement form part of the Agreement.



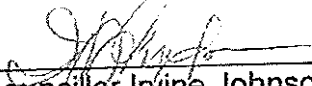
Chief Fred Robbins




Councillor Pat Chelsea




Councillor Troy Dan Sr.




Councillor Irvine Johnson



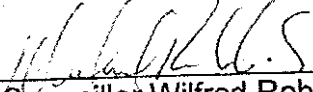
Councillor Joyce Johnson



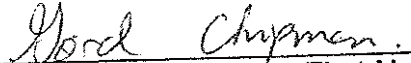
Councillor Neil Paul



Councillor Bertha Robbins



Councillor Wilfred Robbins Sr.




Witness of Esketemc First Nation
signatures

Signed on behalf of:

British Columbia

Date: August 31, 2011

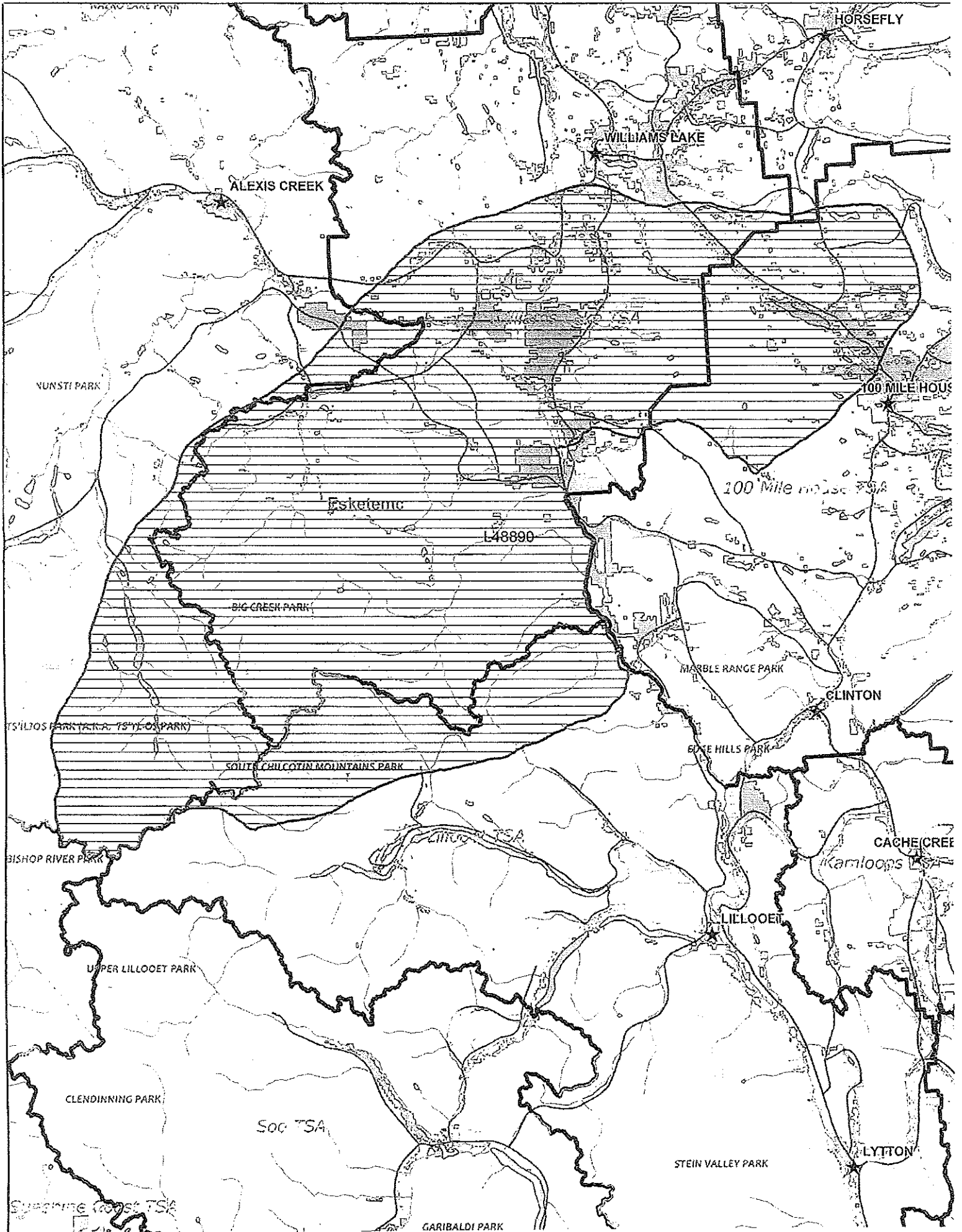


Steve Thomson
Minister of Forests, Lands and Natural
Resource Operations



Witness of Minister signature

Map of Esketemc First Nation Traditional Territory



**Description and documentation of the entity duly authorized as
the First Nation's Representative or Alternate to hold and/or
manage the Licence(s)**

Alkali Resource Management Ltd., duly authorized to manage and/or hold the
Licence(s) on behalf of Esketemc First Nation

- (i) Copy attached of band council resolution authorizing that legal entity to be their Representative or authorizing the Alternate to hold the tenure on behalf of the Esketemc First Nation;
- (ii) Copy attached of documentation to verify that the entity is a legally registered corporation, partnership, or society (i.e. corporate record information, ownership structure, etc.); and,
- (iii) Copy attached of documentation to verify that the legal entity acting as the Esketemc First Nation's Alternate duly authorized to manage and/or hold the Licence(s) for the Esketemc First Nation.

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 "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the
Le conseil de

Esk'etemc

Date of duly convened meeting
Date de l'assemblée dument convoquée

12 / 07 / 2011
DD / MM / YYYY
11 / 07 / 2011

Province
B.C.

Cash free balance

Capital account
Compte capital \$ _____

Revenue account
Compte revenu \$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

WHEREAS The Esk'etemc holds the following forest tenures:

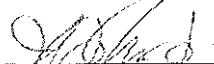
1. Esk'etemc Community Forest K1C
2. Woodlot 501
3. NRFL 73239
4. NRFL 83341

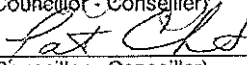
WHEREAS The Esk'etemc has been offered a tenure opportunity agreement FL A89082;

BE IT HEREBY RESOLVED

That the Esk'etemc Chief & Council have authorized the 100% Esk'etemc owned corporation, Alkali Resource Management Ltd., to manage the new tenure FL A89082 on behalf of the Esk'etemc.


Quorum: 05 (five)

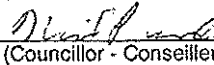


(Councillor - Conseiller)


(Councillor - Conseiller)

(Councillor - Conseiller)




(Chief - Chef)


(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)



(Councillor - Conseiller)












(Councillor - Conseiller)

(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTRE

Expenditure - Depenses	Authority (Indian Act section) - Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds	Expenditure - Depenses	Authority (Indian Act section) - Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds
		<input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenu			<input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenu
Recommending officer - Recommandé par			Recommending officer - Recommandé par		
_____ Signature			_____ Signature		
Approving Officer - Approuvé par			Approving Officer - Approuvé par		
_____ Signature			_____ Signature		
_____ Date			_____ Date		
_____ Date			_____ Date		

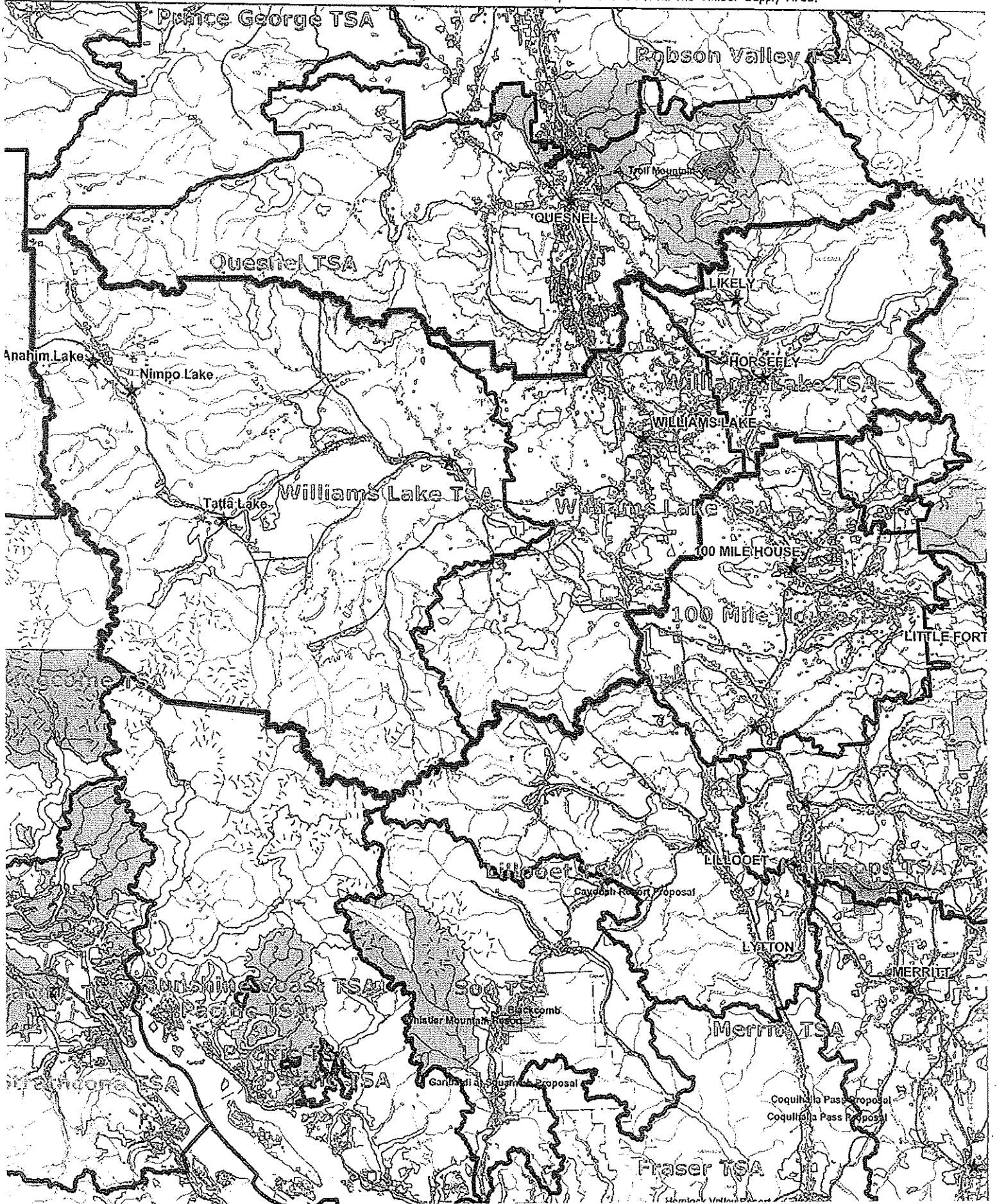
A89082 Licence Area Map

	Timber Supply Area		Ferry Route		Road - Local		Controlled Recreation Areas
	Licence Area		Road - Trunk		Bridge		BCTS Operating Areas
	Provincial Parks		Road - Main		Rail Line		

1:1,500,00

Scaled for 11"x17" paper

* Note - This map may not show all tenures or other areas which may have restrictions or may be excluded from the Timber Supply Area.



**CERTIFICATE
OF
CHANGE OF NAME**

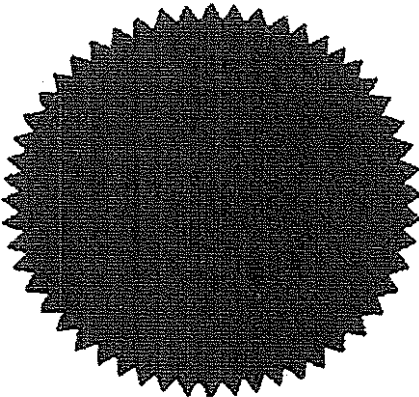
BUSINESS CORPORATIONS ACT

I Hereby Certify that ESKETEMC FIRST NATION FOREST PRODUCTS LTD. changed its name to ALKALI RESOURCE MANAGEMENT LTD. on June 8, 2004 at 02:49 PM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On June 8, 2004*



JOHN S. POWELL
Registrar of Companies
Province of British Columbia
Canada



COMPANY ACT

CERTIFICATE OF INCORPORATION

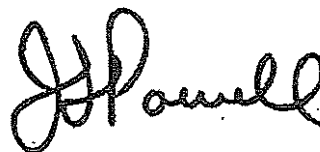
I Hereby Certify that

ESKETEMC FIRST NATION FOREST PRODUCTS LTD.

has this day been incorporated under the *Company Act*

Issued under my hand at Victoria, British Columbia

on October 30, 2001



JOHN S. POWELL
Registrar of Companies
PROVINCE OF BRITISH COLUMBIA
CANADA

