

**The Pacheedaht First Nation  
Forestry Interim Measures Agreement  
(the "Agreement")**

**Between:**

**The Pacheedaht First Nation  
As represented by its council  
("Pacheedaht First Nation")**

**And**


**Her Majesty the Queen in Right of the Province of British Columbia  
As represented by the Minister of Forests  
(the "Government of British Columbia")**

(all of whom are sometimes referred to as the "Parties")

**Whereas:**

- The Pacheedaht First Nation have asserted aboriginal rights and title within their asserted Traditional Territory.
- The Parties wish to enter into an interim measures agreement in relation to forest resource development and related economic benefits arising from this development within the Traditional Territory.
- The Government of British Columbia has a responsibility to participate in consultation and/or to seek workable accommodation with the Pacheedaht First Nation on forest resource development activities proposed within the Pacheedaht First Nation Traditional Territory that may lead to the potential infringement of the Pacheedaht First Nation Aboriginal Interests.
- The Pacheedaht First Nation has a responsibility to participate in any consultation initiated by the Government of British Columbia or the holder of an agreement under the *Forest Act* ("licensee"), in relation to forest resource development activities proposed within the Pacheedaht First Nation Traditional Territory, that may lead to an infringement of the Pacheedaht First Nation Aboriginal Interests.

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- The Parties have an interest in seeking workable interim accommodation of the Pacheedaht First Nation Aboriginal Interests where forest development activities are proposed within the Pacheedaht First Nation Traditional Territory that may lead to the potential infringement of the Pacheedaht First Nation Aboriginal Interests.
- The Government of British Columbia and the Pacheedaht First Nation wish to resolve issues relating to forest resource development where possible through negotiation as opposed to litigation.
- The Minister of Forests invited the Pacheedaht and Ditidaht First Nations to apply for a timber sale licence of up to 300,000 cubic meters over a period of up to 10 years on January 28, 2003 which resulted in the award of Timber Sale Licence A71020 on August 27, 2003.
- Timber Sale Licence A71020 was entered into as a result of the invitation under the January 28, 2003 Interim Measures Agreement.

Therefore the Parties agree as follows:

## 1.0 Definitions

For the purposes of this agreement, the following definitions apply:

- 1.1 "Aboriginal Interests" means asserted aboriginal rights and/or aboriginal title.
- 1.2 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
- 1.2.1 Decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
  - 1.2.2 the issuance, consolidation, subdivision or amendment of a Forest Tenure;
  - 1.2.3 the replacement or extension of Forest Tenures;
  - 1.2.4 the conversion of a Timber Sale Licence to another form of Forest Tenure;
  - 1.2.5 the extension of a Timber Licence;
  - 1.2.6 the issuance of a Special Use Permit; and,
  - 1.2.7 the establishment of an interpretative forest site, recreation site and/or recreation trail.
- 1.2 "Allowable Annual Cut" means the allowable rate of timber harvest from a specified area of land. The chief forester sets the AACs for timber supply areas and tree farm licences in accordance with section 8 of the *Forest Act*.
- 1.4 "Consult" means the processes as set out in Sections 4 and 5 of this Agreement.

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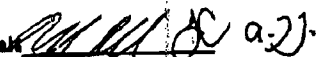
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- 1.5 "Economic Interest" means the financial and commercial aspects of Pacheedaht First Nation Aboriginal Interests.
- 1.6 "Forest Tenure" means an agreement issued under the *Forest Act*.
- 1.7 "Licensee" means a holder of a Forest Tenure under the *Forest Act*.
- 1.8 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Forest Stewardship Plan or a Woodlot Licence Plan that has an effect in the Pacheedaht First Nation Traditional Territory.
- 1.9 "Operational Plan" means a Forest Development Plan, a Forest Stewardship Plan, or a Woodlot Licence Plan as defined in provincial legislation respecting forest practices and includes forest development activities that are carried out pursuant to those plans.
- 1.10 "Proven Aboriginal Rights" means those aboriginal rights and/or title the nature, scope and geographic application of which have been finally determined by the courts.
- 1.11 "Response Period" means a period of 60 days from initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which the Pacheedaht First Nation is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operation Plan reviews, the date on which Pacheedaht First Nation receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations.
- 1.12 "Traditional Territory" means the Pacheedaht First Nation asserted traditional territory as shown on bold black on the map attached in Appendix A.
- 1.13 "Third Party" means an entity with a right granted by British Columbia or Canada to operate within Pacheedaht First Nation Traditional Territory and that behave independently and at arms length from the statutory and administrative decision maker.

## 2.0 Purpose

2.1 The purposes of this Agreement are to:

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- 2.1.1 Increase the Pacheedaht First Nation participation in the forest sector through the provisions of forest tenure opportunities as set out in this Agreement;
- 2.1.2 Provide economic benefits to the Pacheedaht First Nation by sharing of revenues received by the Government of British Columbia for forest resource development;
- 2.1.3 Provide stability to forest resource development and operations on Crown lands within the Pacheedaht First Nation Traditional Territory during the term of this Agreement, while longer term interests are addressed through other agreements or processes;
- 2.1.4 Address issues regarding consultation and interim workable accommodation in relation to potential infringements of forestry decisions in respect of Pacheedaht First Nation Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest resource development within the Traditional Territory made during the term of this Agreement.

### 3.0 Economic Benefits to the Pacheedaht First Nation

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in sections 4 and 5 of this Agreement and will provide the following economic benefits to Pacheedaht First Nation to address consultation and to provide interim workable accommodation in respect of any infringements of the Pacheedaht First Nation Aboriginal Interests and proven aboriginal rights that may result from Administrative Decisions and/or Operational Decisions and any economic component of those interests resulting from forest resource development within the Pacheedaht First Nation Traditional Territory during the term of this Agreement.

### 3.1 Forest Tenure

- 3.1.1 The Minister of Forests invited the Pacheedaht and Ditidaht First Nations to apply for a timber sale licence of up to 300,000 cubic meters over a period of up to 10 years on January 28, 2003 which resulted in the award of Timber Sale Licence A71020 on August 27, 2003.
- 3.1.2 Timber Sale Licence A71020 was entered into as a result of the invitation under the January 28, 2003 Interim Measures Agreement and is a component of the interim workable accommodation outlined in section 3.0.

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- 3.1.3 The Minister will invite Pacheedaht First Nation to apply for a subsequent licence under the *Forest Act* for a term that would commence no sooner than January 2006 and after the Minister of Forests has determined that a sufficient volume of timber is available for disposition to the Pacheedaht First Nation as a result of the timber reallocation process in the Coast Forest Region, as provided for in the *Forestry Revitalization Act*, for up to 7,400 cubic meters annually for a term of up to five years, for a total harvest of up to 37,000 cubic meters in TFL 25.
- 3.1.4 An invitation to apply for a licence under 3.1.3 (an "invitation") and any licence entered into as a result of an invitation will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 3.1.5 Any invitation will be subject to a condition that prior to the Pacheedaht First Nation making an application for the licence, the Pacheedaht First Nation must contact and work together with Ministry of Forests personnel to assist the Ministry to identify the location of an operating area for the licence, which to the extent that it is operationally feasible, will be within the Traditional Territory.
- 3.1.6 Any invitation will be subject to a condition that this Agreement is in good standing.
- 3.1.7 A licence entered into as a result of an invitation under this Agreement:
- 3.1.7.1 will be for a term of no longer than 5 years, as determined by the Ministry of Forests;
  - 3.1.7.2 will contain other terms and conditions required by law, including the condition that the Pacheedaht First Nation must comply with this Agreement;
  - 3.1.7.3 will include other terms and conditions as may be required by the Regional Manager; and
  - 3.1.7.4 will include a term that Pacheedaht First Nation may not dispose of the licence or an interest in the licence other than as specified in Section 54.4 of the *Forest Act*.

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## Woodlot Licence

- 3.1.8 After the execution of this Agreement by the Parties, the Minister will invite the Pacheedaht First Nation to apply, under section 47.3 of the *Forest Act*, for a Woodlot Licence of up to 400 hectares in size within the area outlined in black bold on the map in Appendix B.
- 3.1.9 A Woodlot Licence entered into as a result of an invitation to apply under Section 3.1.8 of this Agreement:
- 3.1.9.1 will be for a term of no longer than 20 years, as determined by the Minister;
  - 3.1.9.2 will contain a term that the Woodlot will not expire or terminate solely because this Agreement terminates pursuant to Section 8.2.1;
  - 3.1.9.3 will include a term that the Pacheedaht First Nation may not dispose of the licence or an interest in the licence other than as specified in Section 54.4 of the *Forest Act*;
  - 3.1.9.4 will contain other terms and conditions required by law, including the condition that the Pacheedaht First Nation must comply with this agreement; and
  - 3.1.9.5 will include other terms and conditions as may be required by the Regional Manager or District Manager.
- 3.1.10 If the term of any licence entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence may be referenced in and considered to be an economic benefit that addresses consultation and provides an interim workable accommodation in respect of any infringement of the Pacheedaht First Nation Aboriginal Interests in any subsequent Forest Agreement between the Pacheedaht First Nation and the Government of British Columbia, for the purposes described in Section 3.0.
- 3.1.11 If no further agreement is entered into between the Pacheedaht First Nation and the Government of British Columbia, the Government of British Columbia will consider the Woodlot Licence to be an on-going economic benefit that will be taken into consideration during any consultation and accommodation in respect of any future infringement of Pacheedaht First Nation Aboriginal Interests.

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- 3.1.12 The Government of British Columbia and Pacheedaht First Nation will meet from time to time to explore whether there are other economic opportunities for the Pacheedaht First Nation within the Pacheedaht Traditional Territory.
- 3.1.13 Either Party may identify opportunities pursuant to section 3.1.12 and the parties will meet at mutually agreed times to seriously consider the merits of the identified opportunity.

### 3.2 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to the Pacheedaht First Nation \$128,306 annually for the purposes described in Section 3.0. Instalments will be paid on a quarterly basis.
- 3.2.2 The funding commitment set out in section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia. The Government of British Columbia acknowledges it has an appropriation for \$30 million in 2004/2005, \$40 million in 2005/2006 and \$50 million in 2006/2007 to fund revenue sharing commitments through Forest and Range Agreements with eligible First Nations throughout the Province.
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e. 1/4) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.2.4 Upon signing of this Agreement, the Pacheedaht First Nation will be paid the full quarterly instalment of \$32,077 for the quarter in which the Agreement is signed.
- 3.2.5 The Pacheedaht First Nation will maintain appropriate financial records, governed by generally accepted accounting practices, and will prepare financial statements in accordance with generally accepted accounting principles. The financial statements will be audited by a licensed public accountant ("Auditor") each year, during the course of the Agreement.

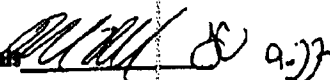
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- 3.2.6 Upon request by the Government of British Columbia, the First Nation will have the Auditor, as referred to in section 3.2.5, confirm by letter, in appropriate form as outlined in the CICA Handbook Assurance Guidelines, that the receipts from the Agreement have been appropriately reported in the general revenues of the Pacheedaht First Nation, and have been expended, saved or invested in accordance with the will of the duly elected Pacheedaht First Nation's Chief and Council as defined in the *Indian Act*, Canada.

#### 4.0 Consultation and Accommodation Respecting Operational Plans

- 4.1 The Government of British Columbia agrees to Consult with the Pacheedaht First Nation on Operational Plans that may potentially infringe the Pacheedaht First Nation Aboriginal Interests within the Traditional Territory, except for any economic component of those interests or rights provided for under Section 3.0 of this Agreement. The Government of British Columbia or the Licensee will provide the Pacheedaht First Nation with a copy of Operational Plans that are relevant to the Pacheedaht First Nation Traditional Territory. The Government of British Columbia agrees that it will, in a timely manner and to the extent possible, provide the Pacheedaht First Nation with all reasonably available information about the Operational Plans.
- 4.1.1 Subject to 4.1, British Columbia agrees to consult with the Pacheedaht First Nation regarding its interests in the management of cedar for Pacheedaht First Nation cultural purposes. Pacheedaht First Nation agrees to provide information regarding its interests with respect to the management of cedar to Licensees early in the Operational Plan development process to assist Licensees in developing results or strategies to address the objective set by government for cultural heritage resources in the *Forest and Range Practices Act* and *Forest Planning and Practices Regulation*.
- 4.1.2 The Parties will identify and recommend measures regarding availability of and/or access to cedar for present and future cultural purposes.
- 4.2 During the term of this Agreement and subject to all other conditions and provisions contained in this Agreement, the Pacheedaht First Nation agrees that the Government of British Columbia will have fulfilled its duties to consult and seek interim workable accommodation with respect to the economic component of potential infringements of the Pacheedaht First Nation Aboriginal Interests in the context of Operational Plan

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decisions that the Government of British Columbia will make and the development activities that occur as a result of those decisions.

- 4.3 The Pacheedaht First Nation agrees to fully participate, as set out in this section, in the review of all Operational Plans within the Traditional Territory provided to them by the Government of British Columbia and by Licensees. However, should the Pacheedaht First Nation choose not to respond to the Operational Plan it received within the Response Period, then the Government of British Columbia may assume that the Pacheedaht First Nation does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.4 Subject to 4.3, in reviewing and responding to an Operational Plan submitted to them, the Pacheedaht First Nation will, within the Response Period, provide the party that supplied the plan to them with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may result from the forestry development activities within the Traditional Territory, other than the economic component of those Interests or rights addressed under Section 3.0.
- 4.5 Upon receiving the response from the Pacheedaht First Nation as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with the Pacheedaht First Nation any site specific operational impacts on the Pacheedaht First Nation Aboriginal Interests that may occur as a result of proposed forest development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests addressed in Section 3.0.
- 4.6 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider all reasonably available information, as well as information it receives from the Pacheedaht First Nation, whether received directly or through a Licensee, and will consider whether concerns identified by the Pacheedaht First Nation have been addressed.

## 5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to the Pacheedaht First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year that have an effect in the Traditional Territory, and will inform Pacheedaht First Nation about any additions to the proposed list of Administrative Decisions within a reasonable time after those additions become known to British Columbia.

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- 5.2 The Government of British Columbia will meet with the Pacheedaht First Nation at mutually agreed times throughout the year to provide an opportunity for the Pacheedaht First Nation to make known to representatives of the Government of British Columbia their concerns and comments relative to the potential effect of the Administrative Decision(s) on their Aboriginal Interests.
- 5.3 The Government of British Columbia will include the Pacheedaht First Nation in all public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Arrowsmith Timber Supply Area, and Tree Farm Licences #25 and #46.
- 5.4 The Pacheedaht First Nation agrees to fully participate, within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about their Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*. However, should the Pacheedaht First Nation choose not to participate in the public Timber Supply Review process within the Response Period, then the Government of British Columbia may assume that the Pacheedaht First Nation does not intend to respond or participate and that a decision on the Timber Supply Review may proceed as if consultation is not required.
- 5.5 If after considering the concerns and comments of the Pacheedaht First Nation, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Pacheedaht First Nation Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.
- 5.6 The Government of British Columbia will provide a response to the Pacheedaht First Nation in a timely manner as to how their concerns raised in Section 5.2 have been addressed.
- 5.7 Subject to all other conditions and provisions contained in this Agreement, the Pacheedaht First Nation agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 and the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia will have fulfilled its duties to consult and seek interim workable accommodation with respect to the economic component of potential infringements of the Pacheedaht First Nation Aboriginal Interests and proven aboriginal rights resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.

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5.8 Subject to all other conditions and provisions contained in this Agreement, the Pacheedaht First Nation further agrees that, in consideration of Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and interim workable accommodation process with respect to potential infringements of their Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the economic component of the Pacheedaht First Nation Aboriginal Interests.

## 6.0 Stability for Land and Resource Use

Subject to all other conditions and provisions contained in this Agreement, the Pacheedaht First Nation will, during the term of this Agreement, respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by the Pacheedaht First Nation members with provincially authorized activities related to forestry resource development, including timber harvesting or other forestry economic activities, occur.

## 7.0 Dispute Resolution

If a dispute arises between the Government of British Columbia and the Pacheedaht First Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet forthwith to consider the interpretation issue and will attempt to resolve the dispute.

## 8.0 Term

8.1 This Agreement will take effect on the date that it has been executed by the Parties.

8.2 This Agreement will terminate on the occurrence of any of the following events or times, whichever occurs earliest:

8.2.1 five years from the date this Agreement was executed; or

8.2.2 the coming into effect of a treaty between the Parties or another agreement addressing the same subject matter; or

8.2.3 the date on which the Government of British Columbia cancels the economic benefit(s) pursuant to section 9.0 under this Agreement; or

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8.2.4 by mutual agreement of the Parties; or

8.2.5 upon written notice of withdrawal from this Agreement by either Party which will take effect 90 days following receipt of the notice by the other Party.

8.3 If this agreement is terminated by the Pacheedaht First Nation in accordance with Section 8.2.5, the Minister may terminate the economic benefits under this Agreement.

### 9.0 Suspension or Cancellation of Economic Benefits by the Minister

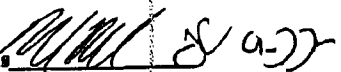
9.1 Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into under this Agreement, if the Minister or a person authorized by the Minister determines that the Pacheedaht First Nation is not in compliance with this Agreement.

9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to the Pacheedaht First Nation of any alleged contravention of this Agreement that may lead the Pacheedaht First Nation to not being in compliance with this Agreement and will provide Pacheedaht with a reasonable opportunity to remedy such default.

9.3 If during the term of this Agreement, the Pacheedaht First Nation challenges or supports a challenge to an Administrative Decision and/or Operational Decision by way of legal proceedings or otherwise, on the basis that the economic benefits set out in Section 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:

- substantially address the Pacheedaht First Nation concerns and to provide an interim workable accommodation in respect of any potential infringements of the Pacheedaht First Nation Aboriginal Interests or proven aboriginal rights with regards to Administrative Decisions relating to forest resource development within the Traditional Territory; or
- substantially address and to provide interim workable accommodation in respect of the economic component of potential infringements of the Pacheedaht First Nation Aboriginal Interests or proven aboriginal rights with regard to Operational Decisions

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relating to forest resource development within the Traditional Territory;

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

#### 10.0 Renewal of the Agreement

- 10.1 Prior to this Agreement terminating in accordance with Section 8.2.1, and subject to Section 10.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Pacheedaht First Nation will seek the necessary authorities and approvals to renew this Agreement.
- 10.2 Any subsequent agreement between the Government of British Columbia and the Pacheedaht First Nation may provide for an opportunity to acquire a Forest Tenure, and/or other economic benefits and other terms and conditions to be agreed to at that time.
- 10.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and the Pacheedaht First Nation has agreed to accept as an interim measure for the term of this Agreement.

#### 11.0 Amendment

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

#### 12.0 Entire Agreement

- 12.1 This Agreement and any modification of it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

#### 13.0 Notice

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- 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 paragraph 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. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 13.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

**Government of British Columbia**

Deputy Minister

Minister of Forests

P.O. Box 9525 STN PROV GOVT

Victoria B.C. V8W 9C3

Telephone (250) 387-3656

Facsimile (250) 953-3687

**Pacheedaht First Nation**

Chief Councillor

General Delivery

Port Renfrew B.C. V0S 1K0

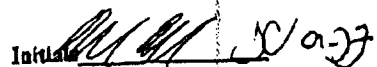
Telephone (250) 647-5521

Facsimile (250) 647-5561

**14.1 Miscellaneous**

- 14.1 Notwithstanding anything contained in this Agreement, this Agreement does not address, and shall not be interpreted as addressing, any potential infringements other than potential infringements occurring during the term of this Agreement that may result from decisions contemplated by this Agreement made during the term of this Agreement. Nothing in this Agreement shall be interpreted to address any infringements that may have occurred before the effective date of this Agreement or following the termination of this Agreement.
- 14.2 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.

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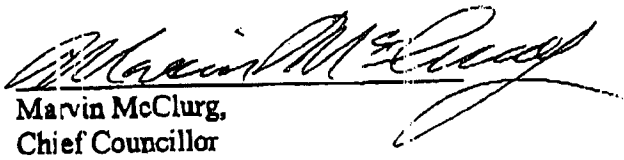
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- 14.3 This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982* and does not define, amend, recognise, affirm, deny, or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as expressly provided in this Agreement.
- 14.4 Subject to 9.3, nothing in this agreement limits the positions that the Parties may take in future negotiations or court actions.
- 14.5 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 14.6 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 14.7 This Agreement shall be governed by the applicable laws of British Columbia and Canada.
- 14.8 This Agreement does not preclude the Pacheedaht First Nation from pursuing other forestry opportunities through existing competitive processes.
- 14.9 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 fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

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Signed on behalf of:

**THE PACHEEDAHT FIRST NATION,**  
as represented by

  
Marvin McClurg,  
Chief Councillor

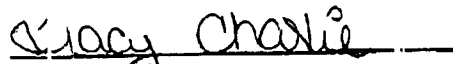
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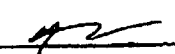
Date: March 24, 2005

  
Arthur Jeffrey Jones,  
Councillor

Witnessed by  \_\_\_\_\_

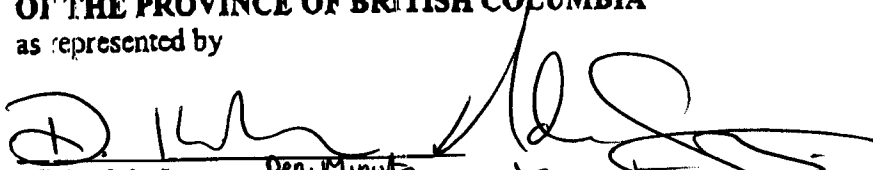
Date: March 24, 2005

  
Tracy Charlie  
Councillor

Witnessed by  \_\_\_\_\_

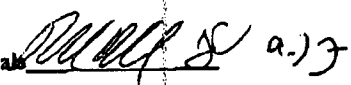
Date: March 24, 2005

**FOR HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA**  
as represented by

  
Michael de Jong, <sup>Dep. Minister</sup>  
Minister of Forests

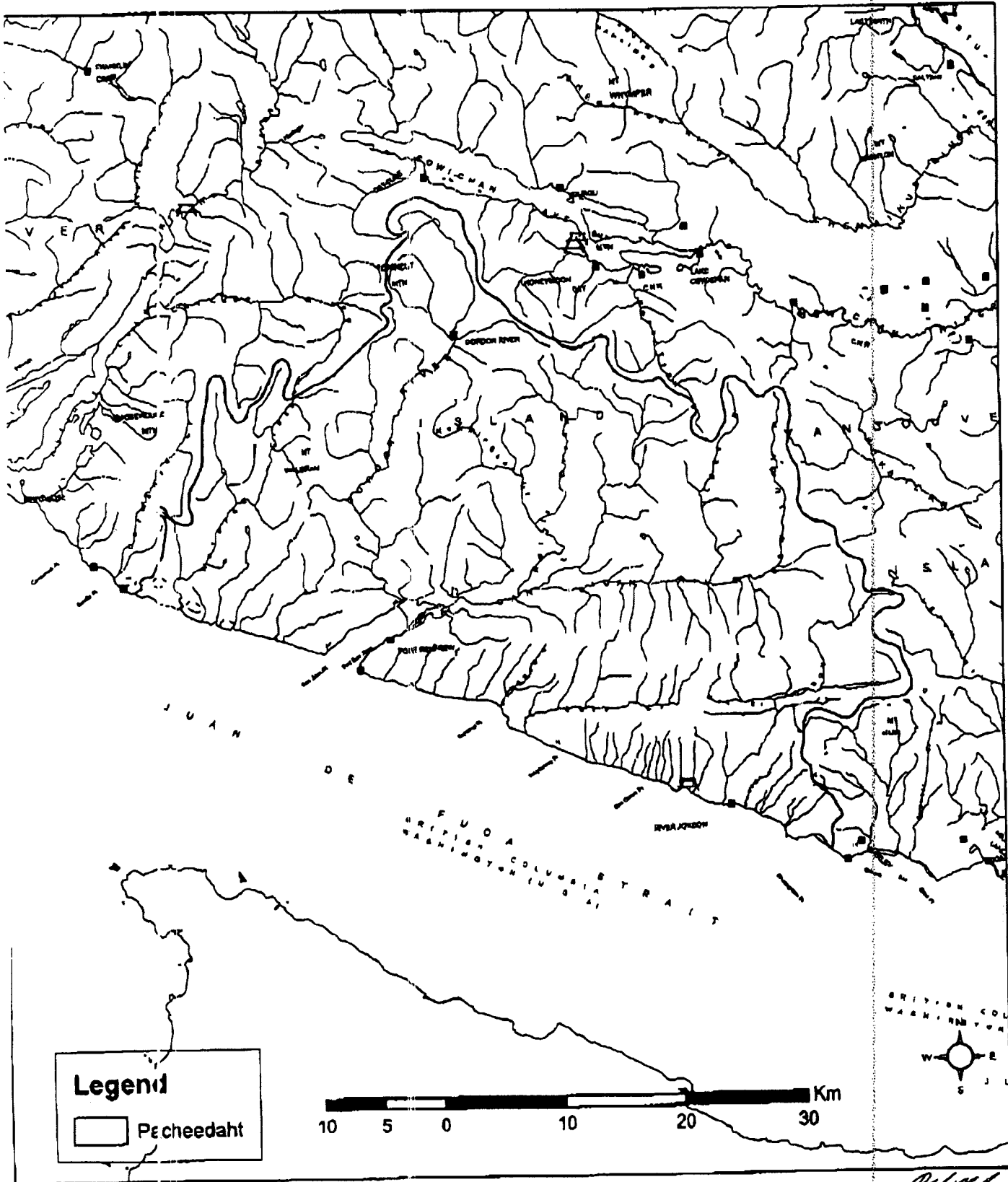
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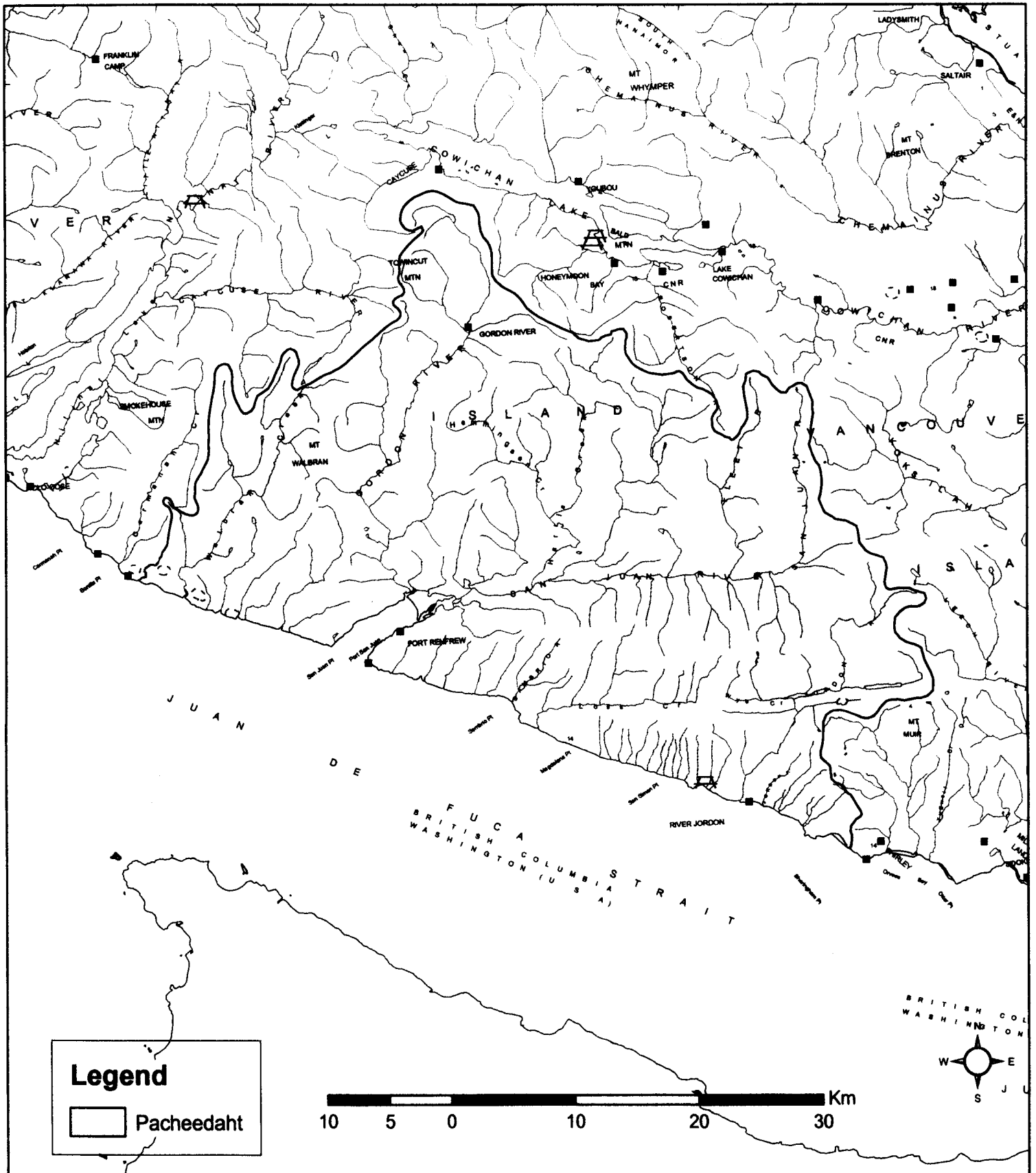
# Appendix "A" The Asserted Traditional Territory of the Pacheedaht First Nation



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# Appendix "A"

## The Asserted Traditional Territory of the Pacheedaht First Nation

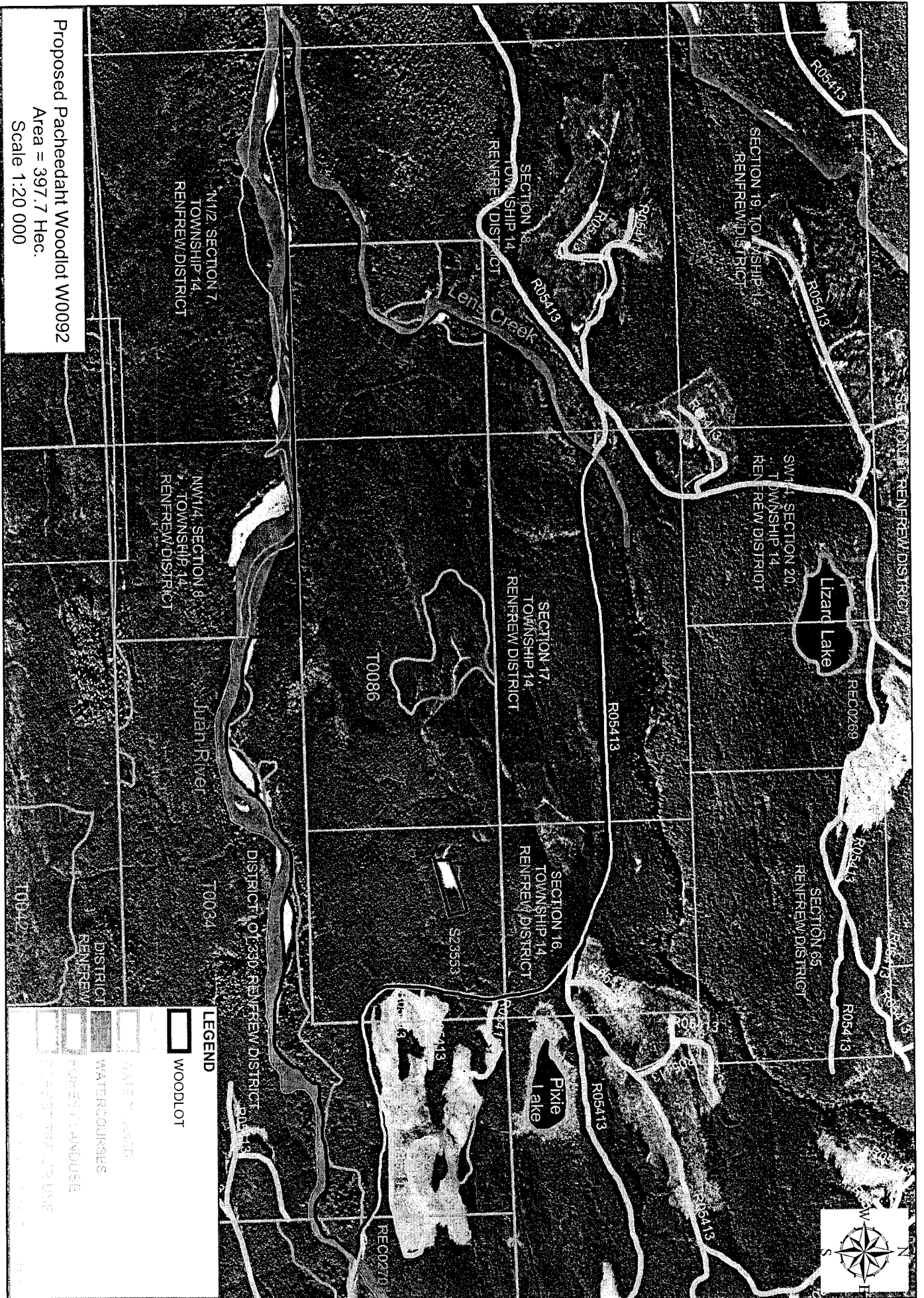


*De M M M 009*



The Proposed Woodlot Licence Area  
Pacheedah First Nation

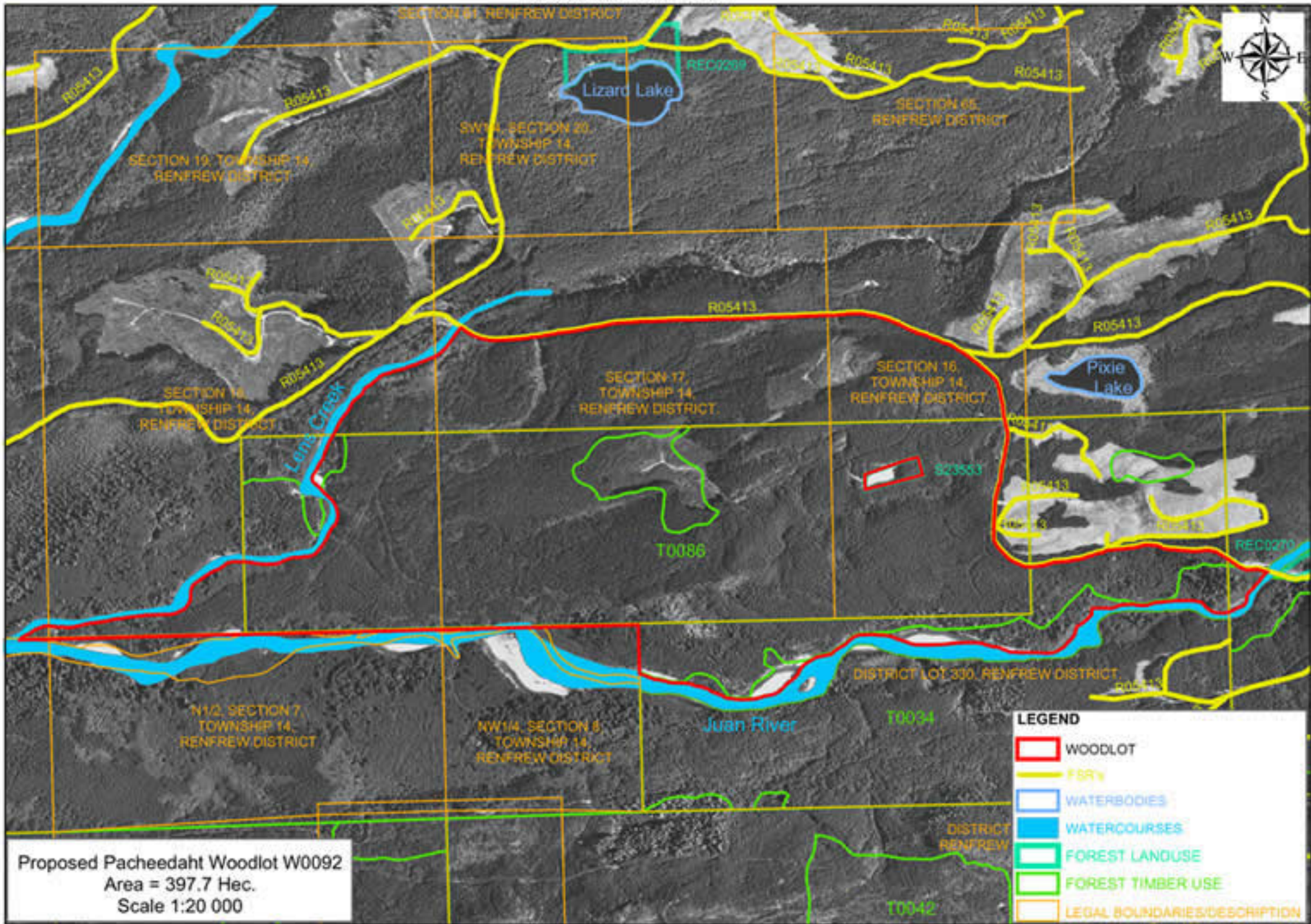
# APPENDIX "B"



**LEGEND**  
 [Symbol] WOODLOT

Proposed Pachedah Woodlot W0092  
 Area = 397.7 Hec.  
 Scale 1:20 000

# The Proposed Woodlot Licence Area Pacheedaht First Nation



# APPENDIX "B"

