

Quatsino Forest Agreement Amendment #1

In the matter of an Amendment of the Quatsino First Nation Forest Agreement between the Quatsino First Nation and the Government of British Columbia, dated July 14, 2004 (the "Agreement").

Whereas the parties entered into the Agreement on July 14, 2004, and the parties have determined that, pursuant to Section 11.1 of the Agreement, Section 3.1 must be amended to provide additional opportunities referred to in that section to be realised, **THEREFORE** the parties agree to amend the Agreement as follows:

- 1.0 Section 3.1 (Forest Tenure) is deleted in its entirety and replaced with a new Section 3.1 (attached).
- 2.0 Map of Woodlot 0072 Area Amendment is added as Appendix B.
- 3.0 Map of Woodlot is added as Appendix C.
- 4.0 All other sections of the Agreement remain in force between the parties and are unchanged.

By Agreement:

Signed on behalf of:

Quatsino First Nation

Date: April 10, 2008



Tom Nelson
Chief Councillor




Witness

Signed on behalf of:

Government of British Columbia:

Date: MAY 27 2008



Rich Coleman
Minister of Forests and Range



Witness

3.1 Forest Tenure

- 3.1.1 For the purposes of the provisions of Section 3.1, Licence includes a Non-replaceable Forest Licence or Forestry Licence to Cut, one Woodlot Licence and an extension to an existing Woodlot Licence or other forms of agreement as agreed to by the Parties.
- 3.1.2 After the execution of this Agreement by the Parties, the Minister will invite the Quatsino First Nation to apply under Section 7.1 of the *Woodlot Licence Regulation* for amendment of Woodlot Licence 0072 to include an additional area of up to 400 hectares of Crown land in the Kingcome Timber Supply Area, as outlined in bold black on the map attached as Appendix B.
- 3.1.3 After the execution of this Agreement by the Parties, the Minister will invite the Quatsino First Nation to apply under Section 47.3 of the *Forest Act* for a second Woodlot Licence of up to 800 hectares in the Kingcome Timber Supply Area, as proposed and outlined in bold black on the map attached as Appendix C.
- 3.1.4 The total area placed in Woodlot Licences as a result of this Agreement will not exceed 1200 hectares. The allowable annual cuts for the woodlots will be determined as soon as practicable by the District Manager after the signing of this Agreement,
- 3.1.5 After the execution of this Agreement by the Parties and after the Minister has determined that sufficient volume of timber is available for disposition to the Quatsino as a result of the implementation of the *Forestry Revitalisation Act*, the Minister will invite Quatsino to apply under section 47.3 of the *Forest Act* for a non-replaceable licence for up to 11,578 cubic metres annually in Tree Farm Licence 6.
- 3.1.6 For greater certainty, the maximum volume that may be available under the Licence referred to in Section 3.1.5 will be up to 57,890 cubic metres over 5 years.
- 3.1.7 The Woodlot Licence and the amendment to Woodlot Licence 0072 entered into as a result of an invitation(s) to apply under Sections 3.1.2 and 3.1.3 of this Agreement:
- 3.1.7.1 Will be for a term of no longer than 20 years, as determined by the Minister;
- 3.1.7.2 Will include a term that the Quatsino may not dispose of a Woodlot Licence except in accordance with the *Forest Act*;
- 3.1.7.3 Will contain a term that the Woodlot Licence will not expire or terminate solely because this Agreement terminates pursuant to Section 8.2.1;

Initials: Minister



Chief Councillor Tom Nelson

- 3.1.7.4 Will contain other terms and conditions required by law, including the condition that Quatsino First Nation must comply with this Agreement; and,
- 3.1.7.5 Will include other terms and conditions as may be required by the regional or district manager.
- 3.1.8 An invitation to apply for a licence (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.
- 3.1.9 An invitation for the licence opportunity referenced in Section 3.1.5:
- 3.1.9.1 will be subject to a condition that prior to Quatsino making an application for the licence, the Quatsino must contact and provide input to Ministry of Forests and Range personnel to assist the Ministry of Forests and Range to identify the location of an operating area for the licence(s) within Tree Farm Licence 6, which to the extent that it is operationally feasible will be within the Quatsino Traditional Territory; and
- 3.1.9.2 will contain terms and conditions required by the Minister.
- 3.1.10 A licence entered into as a result of an invitation
- 3.1.10.1 will contain other terms and conditions required by law, including the condition that Quatsino must comply with this Agreement; and,
- 3.1.10.2 Will include other terms and conditions as may be required by the regional manager including a term that Quatsino may not divide, subdivide, transfer, or otherwise dispose of the licence or an interest in the licence except in accordance with Section 54(4) of the *Forest Act*.
- 3.1.11 Subject to:
- 3.1.11.1 The Government of British Columbia and Quatsino entering into another interim measures agreement providing for an invitation to apply for a licence; and,
- 3.1.11.2 The Minister determining that there is sufficient volume of timber available for disposition to Quatsino,

The Minister may invite the Quatsino to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.

Initials:

Minister



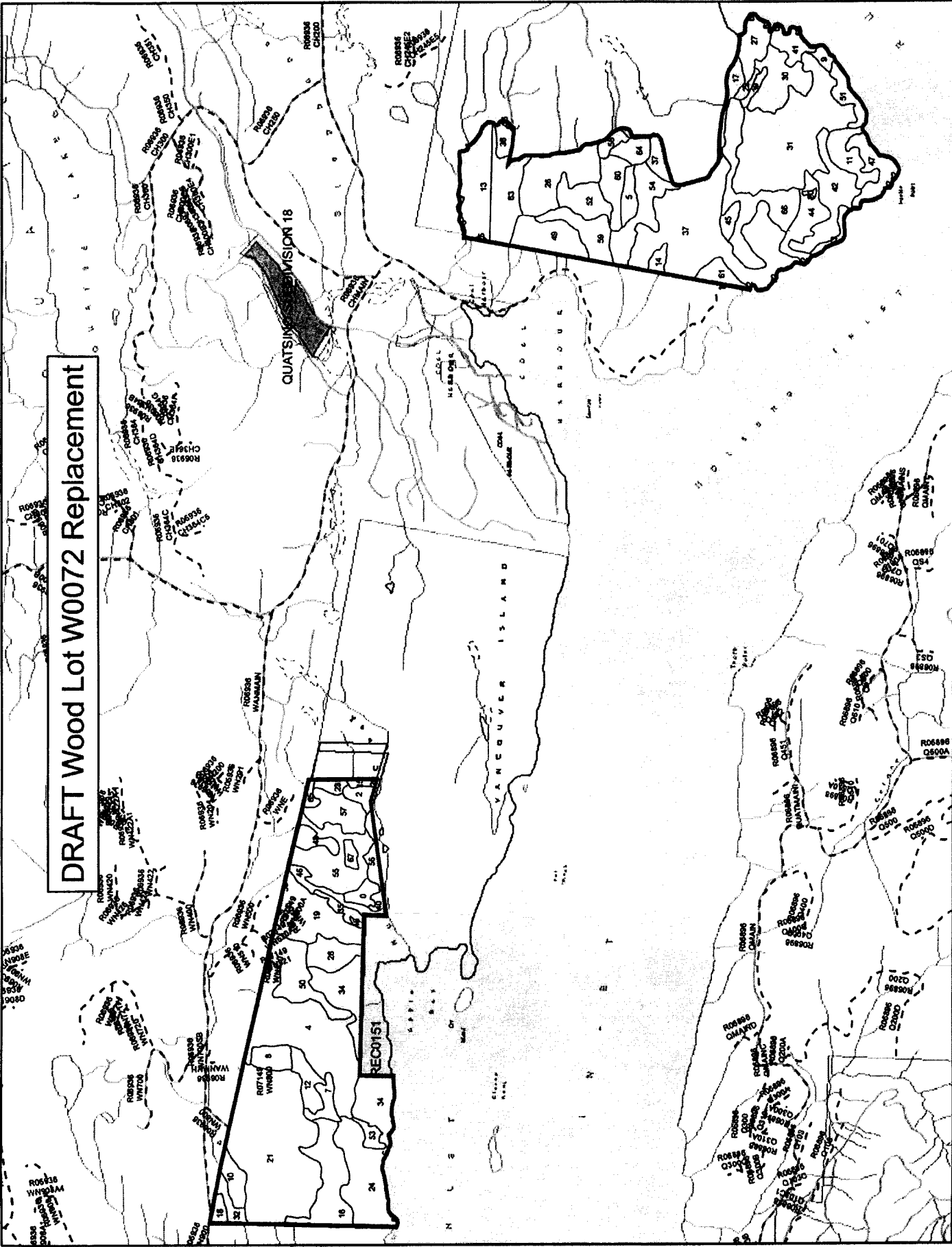
Chief Councillor



APPENDIX B

Woodlot 0072 Amendment map

DRAFT Wood Lot W0072 Replacement



APPENDIX C

Woodlot W2053 Map

DRAFT Wood Lot Coal Harbour

QUATSIN DIVISION 18

