

**Mountain Pine Beetle Agreement
(the "Agreement")**

Between:

Splatsin First Nation

as represented by Councillor Ron Christian

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")

Whereas:

- The Splatsin First Nation signed a Forest and Range Opportunity Agreement (FRO) with the Government of British Columbia in June 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 Okanagan Timber Supply Area have lead to increased harvesting activity and potential impacts on Splatsin First Nation aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Splatsin First Nation.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Splatsin First Nation in the forest sector; and,
 - b. provide an economic opportunity by inviting the Splatsin First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Okanagan 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 Splatsin First Nation 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 82,450 cubic meters of beetle infested timber over a five year term within the

traditional territory of the Splotsin First Nation, as identified in black bold in Appendix A in the Okanagan Timber Supply Area.

3. If the intended holder of the licence(s) is a legal entity other than the Splotsin First Nation, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Splotsin First Nation as its representative.
4. The invitation will be subject to a condition that prior to making an application for the Licence, the Splotsin First Nation 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 Splotsin First Nation.
5. 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 five years as determined by the Minister;
 - b. contain other terms and conditions required by law, including the condition that the Splotsin First Nation must comply with this Agreement and with the FRO;
 - c. include a term that Splotsin First Nation 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.
6. 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

7. 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 Okanagan TSA, as set out in section 4.0 of the Splotsin First Nation FRO.
8. 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 Splotsin First Nation agrees that the Government of British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Splotsin First Nation 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 Okanagan TSA, as an interim measure.

Dispute Resolution

9. If a dispute arises between the Government of British Columbia and the Splotsin First Nation regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in the Splotsin First Nation FRO.

Amendments

10. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
11. 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

12. This Agreement will take effect on the date on which the last Party has executed it.
13. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - a. five 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.
14. 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.
15. The Government of British Columbia will not terminate this Agreement on the grounds that the Splotsin First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

16. All of the provisions set out in the Notice section of the FRO apply to this Agreement.

Miscellaneous

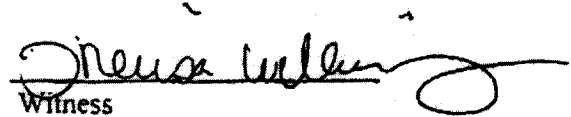
17. All of the provisions set out in the Miscellaneous section of the FRO apply to this Agreement.

Signed on behalf of:

Splatsin First Nation:

Date: April 27 2007


Councillor Ron Christian



Witness


Signed on behalf of:

Government of British Columbia

MAY 15 2007

Date: _____


Honourable Rich Coleman
Minister of Forests and Range


Witness

APPENDIX A MAP OF SPLATSIN FIRST NATION TRADITIONAL AREA

APPENDIX B: (optional)

Description and Documentation pertaining to the Intended Holder of the licence

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license: _____

OR

B) Full legal name, or corporate description of the legal entity, authorized

to represent the applicant of the licence

Yucwmen lücwul (Caretakers of the land) Ltd.

- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
*As documented with Southern Interior Forest Region
for Okanagan TSA ~~for~~ Forestry Range license*
- (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence).

**CHIEF AND COUNCIL MEETING
BOARD ROOM
April 19, 2007**

MOTION: April 19, 2007.

**SIGNING AUTHORITY FOR OKANAGAN TIMBER SUPPLY AREA
MOUNTAIN PINE BEETLE AGREEMENT**

Motion for Councillor Ron Christian to have the authority to sign the Okanagan Timber supply Area Mountain Pine Beetle Agreement on behalf of the Spallumcheen Indian Band.

MOTION

The Spallumcheen Indian Band fully supports Councillor Ron Christian being the signing authority the Spallumcheen Indian Band Natural Resources Department and the Natural Resources Portfolio Head to have signing authority for the Okanagan Timber Supply Area Mountain Pine Beetle Agreement on behalf of the Spallumcheen Indian Band.

**Moved – Councillor Agnes Felix
Seconded - Councillor Jean M. Brown
No opposition
MOTION CARRIED**