



File: 10420-30/Ts'kw'aylaxw FRA (Pavilion)

April 8, 2005

Chief Dennis Ned and Chief Robert Shintah
Ts'kw'aylaxw First Nation
PO Box 609
Cache Creek, British Columbia
V0K 1H0

Dear Chief Dennis Ned and Chief Robert Shintah:

I am pleased to attached the signed Forest and Range Agreement between the Government of British Columbia and Ts'kw'aylaxw First Nation.

In accordance with the Agreement, also enclosed is the quarterly payment in the amount of \$59,772 for the period of January 1, to March 31, 2005.

Congratulations and I look forward to working with you.

Yours truly,

Glenn Ricketts
Director

Enclosures: signed FRA and 4th Quarter FRA Payment

bcc: Susan O'Sullivan, First Nations Relations Officer
Michael Blackstock, First Nations Relations Manager, SIR



**Ts'kw'aylaxw First Nation
Forest and Range Agreement
(the "Agreement")**

**Between:
The Ts'kw'aylaxw First Nation**

**As represented by
Chief and Council
(the "Ts'kw'aylaxw 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")**

(collectively the "Parties")

Whereas:

- **The Ts'kw'aylaxw First Nation has Aboriginal Interests within its Traditional Territory.**
- **The Ts'kw'aylaxw First Nation asserts that it has a relationship to the land that is important to Statlimc culture and the maintenance of its community, governance and economy.**
- **The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development and related economic benefits arising from this development within the Traditional Territory.**
- **The Ts'kw'aylaxw First Nation asserts that references in this Agreement to Crown Lands are without prejudice to the Ts'kw'aylaxw Aboriginal title claim over those lands.**
- **The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek interim workable accommodation with the Ts'kw'aylaxw First Nation on forest and/or range resource development activities proposed within the Ts'kw'aylaxw First Nation Traditional Territory that may lead to the infringement of the Ts'kw'aylaxw First Nation's Aboriginal Interests.**

- The Ts'kw'aylaxw First Nation intends to participate in any consultation initiated by the Government of British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Ts'kw'aylaxw First Nation's Traditional Territory, that may lead to an infringement of the Ts'kw'aylaxw First Nation's Aboriginal Interests.
- The Parties have an interest in seeking interim workable accommodation in respect of the Ts'kw'aylaxw First Nation's Aboriginal Interests where forest and/or range development activities are proposed within the Traditional Territory that may lead to the infringement of those Aboriginal Interests.
- The Government of British Columbia and the Ts'kw'aylaxw First Nation wish to resolve issues relating to forest and range resource development where possible through negotiation as opposed to litigation.
- This Agreement does not exclude the Ts'kw'aylaxw First Nation from accessing forestry economic opportunities and benefits, which may be available from time to time, other than those expressly set out in Section 3 of this Agreement.

Therefore the Parties agree as follows:

1.0 Definitions

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

- 1.1 "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in Ts'kw'aylaxw First Nation's Traditional Territory.
- 1.2 "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, Woodlot Licence Plan, a Range Use Plan or a Range Stewardship Plan that has a potential effect in Ts'kw'aylaxw First Nation's Traditional Territory.
- 1.3 "Aboriginal Interests" means asserted aboriginal rights and/or aboriginal title.
- 1.4 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation.

- Decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure
 - The issuance, subdivision or amendment of a Forest Tenure or Range Tenure;
 - Animal Unit Month adjustments to Range Tenures;
 - The replacement of Forest and/or Range Tenures;
 - ~~the approval of~~ Decision relating to Tree Farm Licence Management Plan, Community Forest Management Plan or Woodlot Licence Management Plan:
 - The disposition of timber volumes arising from undercut decisions on a Forest Tenure;
 - AAC apportionment and reallocation decisions;
 - Timber Sale Licence and Timber Licence conversion to other forms of Forest Tenure The issuance of a Special Use Permit;
 - The establishment of a interpretative forest site, recreation site, and/or recreation trail; and
 - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*.
- 1.5 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6 "Range Tenure" means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.7 "Response Period" is defined as 60 days where the initiation date is the date on which the Ts'kw'aylaxw First Nation receives written notification of an Administrative Decision, or in the case of Operational Plan reviews, the date on which the Ts'kw'aylaxw 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.
- 1.8 "Traditional Territory" means the Ts'kw'aylaxw First Nation asserted Traditional Territory as shown on bold black on the map attached in Appendix B.
- 1.9 "Licensee" means a holder of a Forest Tenure or a Range Tenure.

1.10 "Interim workable accommodation" means accommodation, as set out in this Agreement, of the potential infringements of the Ts'kw'aylaxw First Nation's Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests through a land claim settlement.

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 Increase the Ts'kw'aylaxw First Nation's opportunity to participate in the forest sector.**
- 2.2 Provide economic benefits to the Ts'kw'aylaxw First Nation through a forest tenure opportunity and/or the sharing of revenues received by the Government of British Columbia from forest resource development.**
- 2.3 Address consultation, and to provide an interim workable accommodation, as set out in this Agreement, of the Ts'kw'aylaxw First Nation's Aboriginal Interests with regard to any potential infringements of those Interests that result from Administrative Decisions and/or Operational Decisions relating to forest or range resource development within the Ts'kw'aylaxw First Nation's Traditional Territory, during the term of this Agreement.**
- 2.4 Provide a period of stability to forest and/or range resource development on Crown lands within the Traditional Territory of the Ts'kw'aylaxw First Nation during the term of this Agreement, while longer term Interests are addressed through other agreements or processes.**

3.0 Economic Benefits to the Ts'kw'aylaxw First Nation

During the term of this Agreement, the Government of British Columbia will adopt the consultation framework set out in sections 4 and 5 of this Agreement and will provide one or more of the following economic benefits to the Ts'kw'aylaxw First Nation to address consultation and to provide as an interim workable accommodation, as set out in this Agreement, of the Ts'kw'aylaxw First Nation's Aboriginal Interests with regard to any potential infringements of those Interests that result from Administrative Decisions and/or Operational Decisions relating to forest or range resource development within the Ts'kw'aylaxw First Nation's Traditional Territory.

3.1 Forest Tenure

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 Ts'kw'aylaxw First Nation as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite the Ts'kw'aylaxw First Nation to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 14,300 cubic meters annually in the Lillooet Timber Supply Area. The invitation will invite an application from the Ts'kw'aylaxw First Nation or such legal entity as the Ts'kw'aylaxw First Nation has appointed as its representative to hold the licence. Supporting documentation is specified within Appendix A of this Agreement. If the intended holder of the licence(s) is legal entity other than the Ts'kw'aylaxw First Nation, this Agreement must include supporting documentation as specified in Appendix A stating that the intended holder has been validly appointed by the Ts'kw'aylaxw First Nation as its representative and that the Ts'kw'aylaxw First Nation holds the controlling interest in that legal entity.

3.1.1 For greater certainty, the maximum volume that may be available under the licence referred to in Section 3.1 will be up to 71,500 cubic meters over 5 years.

3.1.2 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.

3.1.3 An invitation:

3.1.3.1 will be subject to a condition that prior to the Ts'kw'aylaxw First Nation making an application for the licence, the Ts'kw'aylaxw First Nation must contact and work together with Ministry of Forests personnel to assist in identifying the location of an operating area for the licence, which to the extent that it is operationally feasible will be within the Traditional Territory; and

3.1.3.2 will contain terms and conditions required by the Minister.

3.1.4 A licence entered into as a result of an invitation

3.1.4.1 will be for a term of no longer than 5 years, as determined by the Minister;

3.1.4.2 will contain other terms and conditions required by law, including the condition that the Ts'kw'aylaxw First Nation must comply with this Agreement; and,

3.1.4.3 will include other terms and conditions as may be required by the Regional Manager; and,

3.1.4.4 will include a term that the Ts'kw'aylaxw First Nation may not dispose of the licence other than as specified in Section 54(4) of the Forest Act.

3.1.5 The term of this Agreement and the term of the licence will be the same length. Notwithstanding section 14.4, if the licence remains in effect beyond the term of this Agreement the licence will continue to be considered by the Parties to be an workable interim accommodation as contemplated by section 3.0 of this Agreement until the licence expires or is terminated.

3.1.6 Subject to:

3.1.6.1 The Government of British Columbia and the Ts'kw'aylaxw First Nation entering into another interim measures agreement providing for an invitation to apply for a licence; and,

3.1.6.2 the Minister determining that there is sufficient volume of timber available for disposition to the Ts'kw'aylaxw First Nation,

the Minister may invite the Ts'kw'aylaxw First Nation to apply for a subsequent licence under the Forest Act for a term that would commence after the expiry of this Agreement.

3.2 Range Tenure

The Parties will meet from time to time to review new range vacancies that become available in the Ts'kw'aylaxw First Nation Traditional Territory and that may be available for disposition to the Ts'kw'aylaxw First Nation through the direct award of a range permit(s) under the *Range Act*.

3.3 Revenue Sharing

3.3.1 During the term of this Agreement, the Government of British Columbia will pay to the Ts'kw'aylaxw First Nation approximately \$239,088 annually for purposes described in Section 3.0.

3.3.2 The funding commitment set out in section 3.3.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.

3.3.3 For the purposes of determining amounts for partial years, one-fourth (i.e. $\frac{1}{4}$) 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.

3.3.4 Upon signing of this Agreement, the Ts'kw'aylaxw First Nation will be paid the full revenues for the quarter in which the Agreement is signed (, with subsequent payments being made at the end of each quarter.

3.3.5 The Ts'kw'aylaxw First Nation will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.

3.3.6. Upon written request, explaining the reason for the request, the Ts'kw'aylaxw First Nation will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the government of British Columbia.

4.0 Consultation and Accommodation Regarding Operational Plans and Decisions

- 4.1 The Government of British Columbia agrees to consult with the Ts'kw'aylaxw First Nation on Operational Plans that may potentially infringe the Ts'kw'aylaxw First Nation's Aboriginal Interests within the Traditional Territory, except for any economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.**

- 4.2 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by the Government of British Columbia to the consultation framework in this section 4, the Ts'kw'aylaxw First Nation agrees that the Government of British Columbia will have fulfilled its duties to consult and to seek interim workable accommodation with respect to the economic component of potential infringements of the Ts'kw'aylaxw First Nation's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make and any forest practices development activities that may be carried out under an Operational Plan in Ts'kw'aylaxw First Nation's Traditional Territory.**

- 4.3 The Ts'kw'aylaxw First Nation intends to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest and range development within Ts'kw'aylaxw Traditional Territory provided to them by the Government of British Columbia, and by Licensees.**

- 4.4 In reviewing and responding to an Operational Plan submitted to them, the Ts'kw'aylaxw 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 that the Parties agree are addressed by the economic benefits provided for under Section 3.0.**

- 4.5** Upon receiving the response from the Ts'kw'aylaxw 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 Ts'kw'aylaxw First Nation any site-specific operational impacts on Ts'kw'aylaxw First Nation's Aboriginal Interests that may occur as a result of proposed forest and/or range development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.6** If no response is received from the Ts'kw'aylaxw First Nation within the Response Period, then the Government of British Columbia may conclude that the Ts'kw'aylaxw 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.
- 4.7** In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from the Ts'kw'aylaxw First Nation, whether received directly or through a Licensee, and will consider whether concerns identified by the Ts'kw'aylaxw First Nation have been addressed.
- 4.8** The Government of British Columbia will provide the Ts'kw'aylaxw First Nation with a copy of its final decision on an Operational Plan within 10 *working days* after the Decision is made, to inform the Ts'kw'aylaxw First Nation of how their concerns were considered and addressed.

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1** The Government of British Columbia will provide to the Ts'kw'aylaxw First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of the Ts'kw'aylaxw First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Ts'kw'aylaxw First Nation an updated list.

- 5.2 The Government of British Columbia will meet with the Ts'kw'aylaxw First Nation at mutually agreed times throughout the year to provide an opportunity for the Ts'kw'aylaxw First Nation to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Traditional Territory.**
- 5.3 The Government of British Columbia will include the Ts'kw'aylaxw First Nation in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the Forest Act for the Lillooet Timber Supply Area.**
- 5.4 The Ts'kw'aylaxw First Nation agrees to fully participate, within the Response Period, in public Timber Supply Review processes by providing all reasonable 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.**
- 5.5 The Parties acknowledge that the public Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.**
- 5.6 The Ts'kw'aylaxw First Nation intends to fully participate as set out in this section, in the review of all Administrative Decisions anticipated within the year that potentially will have an effect and as listed in Section 1.4, dealing with forest and range development within Ts'kw'aylaxw Traditional Territories provided to them by the Government of British Columbia.**
- 5.7 If after considering the concerns and comments of the Ts'kw'aylaxw First Nation, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Ts'kw'aylaxw First Nation's 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.**
- 5.8 The Government of British Columbia will provide a response, within the Response Period, to the Ts'kw'aylaxw First Nation as to how their concerns raised in Section 5.2 have been addressed.**

5.9 During the term of this Agreement, and subject to the terms and the intent of this agreement being met and adherence by the Government of British Columbia to the consultation processes in sections 4 and 5 of this Agreement, the Ts'kw'aylaxw First Nation agrees that the Government of British Columbia will have fulfilled its duties to consult and to seek interim workable accommodation with respect to the economic component of potential infringements of the Ts'kw'aylaxw First Nation's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.

5.10 The Ts'kw'aylaxw First Nation further agrees that, in consideration of Sections 5.1 to 5.8 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation framework and interim workable accommodation 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 Ts'kw'aylaxw First Nation's Aboriginal Interests.

6.0 Stability for Land and Resource Use

6.1 The Ts'kw'aylaxw First Nation will respond as soon as possible 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 members of the Ts'kw'aylaxw First Nation with provincially authorized activities related to forestry and/or range resource development including timber harvesting or other forestry economic activities occur.

7.0 Dispute Resolution

7.1 If a dispute arises between the Government of British Columbia and the Ts'kw'aylaxw First Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.

7.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and the Ts'kw'aylaxw First Nation.

7.3 If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

8.1 This Agreement will take effect on the date on which the last Party has executed it.

8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:

- five years from the date this Agreement is executed; or
- the coming into effect of a treaty between the Parties; or
- the mutual agreement of the Parties; or
- upon written notice of withdrawal from this Agreement by either party, which will take effect in 90 days following receipt of the notice by the party; or
- at the option of Ts'kw'aylaxw First Nation, in the event only that the Government of British Columbia fails to provide the revenue pursuant of section 3 of this Agreement; or
- the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0.

8.3 If this Agreement is terminated in accordance with Section 8.2, then 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 of Forests 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 as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that the Ts'kw'aylaxw 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 Ts'kw'aylaxw First Nation of any alleged contravention of this Agreement that may lead the Ts'kw'aylaxw First Nation being determined to not be in compliance with this Agreement, and will provide the Ts'kw'aylaxw First Nation with an opportunity that is reasonable in the circumstances to remedy the non-compliance.

9.3 If, during the term of this Agreement, the Ts'kw'aylaxw First Nation challenges or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or otherwise, on the basis that the economic benefits set out in Section 3.0, and the consultation framework set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to

9.3.1 provide meaningful and practical consultation to substantially address the Ts'kw'aylaxw First Nation's concerns and to provide an interim workable accommodation in respect of any potential infringements of the Ts'kw'aylaxw First Nation's Aboriginal Interests with regard to Administrative Decisions relating to forest and/or range resource development within the Traditional Territory, or

9.3.2 substantially address the economic component of the Ts'kw'aylaxw First Nation's Aboriginal Interests with regard to Operational Decisions relating to forest and/or range 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.

9.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.

10 Renewal of the Agreement

10.1 Prior to this Agreement terminating in accordance with Section 8.2., and subject to Section 10.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Ts'kw'aylaxw First Nation will seek the necessary authorities and approvals to renew this Agreement.

10.2 Any subsequent forestry agreement between the Government of British Columbia and the Ts'kw'aylaxw First Nation may provide for an opportunity to acquire a licence, other forest tenures, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

10.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, as an interim measure and the Ts'kw'aylaxw First Nation has agreed to accept as an interim measure for the term of this Agreement.

11 Amendment of Agreement

11.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the 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 Entire Agreement

12.1 This Agreement and any amendment to it constitute 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 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. 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.**

British Columbia

Deputy Minister
 Ministry of Forests
 P.O. Box 9525 STN PROV GOVT
 Victoria B.C. V8W 9C3
 Telephone (250) 387-3656[needs update]
 Facsimile (250) 953-3687

Ts'kw'aylaxw First Nation
 Chief Dennis Ned
 Chief Robert Shintah
 P.O. Box 609
 Cache Creek, British Columbia
 V0K 1H0
 Telephone: 250-256-4204
 Facsimile: 250-256-4058

14 Miscellaneous

- 14.1 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.**
- 14.2 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 recognise, define, amend, affirm, or deny the existence of aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.**


- 14.3 Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.**
- 14.4 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.**
- 14.5 This Agreement does not address or affect any claims by the Ts'kw'aylaxw First Nation regarding infringement of its Aboriginal Interests arising from past operational or administrative decisions made previous to the signing of this Agreement,**
- 14.6 This Agreement and any decisions and or licenses issued 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 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.**
- 14.9 The applicable laws of British Columbia and Canada shall govern this Agreement.**

14.10 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.

Signed on behalf of:

Ts'kw'aylaxw First Nation

Date: March 25/05


Chief Dennis Ned (Community)


Chief Robert Shintah (Political)


Councillor Aaron Higginbottom


Councillor Dolores McDonald


Councillor Clifford Alec



Councillor Roland Edwards


Witness of band signatures

Signed on behalf of:

Government of British Columbia

Date: March 31/05


Michael de Jong
Minister of Forests


Witness of Minister signature

APPENDIX "A"
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 (i.e.): _____

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence: _____

TS'KWAYLAXW Forest Company Ltd.

- (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); and,
- (iii) Copy of verification that the applicant has the controlling interest in that legal entity.

